

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335



Regular Agenda

WORKSHOP - 4:30 P.M.

CLOSED SESSION- 6:00 P.M.

REGULAR MEETING - 7:00 P.M.

Tuesday, September 12, 2023

7:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

Acquanetta Warren - Mayor

Peter A. Garcia - Mayor Pro Tem

John B. Roberts - Council Member

Jesus "Jesse" Sandoval - Council Member

Phillip Cothran - Council Member

Germaine Key - City Clerk

Janet Koehler-Brooks, City Treasurer

Welcome to a meeting of the Fontana City Council.

Welcome to a meeting of the Fontana City Council. A complete agenda packet is located in the binder on the table in the lobby of the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335. To address the Council, please fill out a card located at the entrance to the right indicating your desire to speak on either a specific agenda item or under Public Communications and give it to the City Clerk. Your name will be called when it is your turn to speak. In compliance with Americans with Disabilities Act of 1990 (42 USC § 12132), the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335 is wheelchair accessible, and a portable microphone is available. Upon request, this agenda will be made available in appropriate alternative forms to persons with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such a request to the City Clerk's Office at (909) 350-7602 at least 48 hours before the meeting, if possible. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection in the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335.

Traduccion en Español disponible a peticion. Favor de notificar al Departamento "City Clerk". Para mayor informacion, favor de marcar el numero (909) 350-7602.

WORKSHOP:**A. City Council Workshop**

4:30 P.M. City Council Workshop

- A. 1. Unfunded Accrued Liability (UAL) Presentation (Chief Financial Officer Jessica Brown to present);**
- 2. Street Vendor Presentation (Supervising Code Enforcement Inspector to present).**

[21-2470](#)

PUBLIC COMMUNICATION - CLOSED SESSION:

This is an opportunity for citizens to speak to the City Council for up to 3 minutes on the following Closed Session. The Mayor and City Council reserve the right to adjust this time limit based on the number of speakers who wish to address the Mayor and City Council.

A. Public Communications - Closed Session**CLOSED SESSION:****A. 6:00 P.M. CLOSED SESSION**

- A. 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING [21-2469](#)
LITIGATION
PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d)
(1)
Case: Robert King v. City of Fontana, et al. Superior Court
of the State of California- for the County of San Bernardino
Case No. CIVDS2016703
2. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED
LITIGATION
Initiation of litigation pursuant to paragraph (4) of
subdivision (d) of Section 54956.9:
(one (1) potential case)

CALL TO ORDER/ROLL CALL:

- A. Call To Order/Roll Call:

INVOCATION/PLEDGE OF ALLEGIANCE:

- A. Invocation/Pledge of Allegiance:

PROCLAMATION:

- A. Proclamation

- A. 1. Mayor Warren and City Council to proclaim September 22, 2023, as Native American Day (District Director, Vanessa Brierty, to present). [21-2460](#)
2. Mayor Warren and City Council to proclaim the month of September as Senior Center Month, (Community Services Supervisor Douglas Johnson to present).
3. Mayor Warren and City Council to proclaim September 24, 2023, as National Public Lands Day (Community Services Coordinator Jordan Gionet to present).

SPECIAL PRESENTATIONS:

- A. Special Presentations

- A. 1. Mayor and City Council to recognize Scripps National Spelling Bee participant Jup, Singh. [21-2461](#)
2. Special Recognition of District 71 Fontana Little League Championship Teams from Fontana American Little League, Fontana Community Little League, Fontana Elks Little League, and Southridge Little League, (League Presidents to accept).
3. Mayor Warren and City Council to recognize Corporal Christopher Gonzales, Officers Joshua Carreon, Mark Ruff, and Community Policing Technicians Jacqueline Ayala and Heather HowardI as the Fontana Police Department July 2023 Employees of the Month. (Captain Binks to present).

PUBLIC COMMUNICATIONS:

This is an opportunity for members of the public to address the City Council for up to three (3) minutes total on items either on the Agenda or items not on the Agenda, but within the City Council's jurisdiction. Note that Public Hearing items have individual and specific public input opportunities during the public hearing and testimony on those items will only be taken during the public hearing. The Council is prohibited by law from discussing or taking immediate action on non-agendized items. The Mayor and City Council reserve the right to adjust this time limit based on the number of speakers who wish to address the Mayor and City Council .

A. Public Communications

CONSENT CALENDAR:

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

Approve Consent Calendar Items as recommended by staff.

A. **Approval of Minutes** [21-2395](#)

Approve the minutes of the July 25, 2023, Regular City Council Meeting, and the September 5, 2023, Special City Council Meeting.

Attachments: [City Council Meeting Minutes 7-25-2023.pdf](#)
[Special City Council Meeting 9-5-23.pdf](#)

B. Adoption of Ordinance No. 1923 (Second Reading) [21-2394](#)

Second Reading / **Ordinance No. 1923**, an Ordinance of the City Council of the City of Fontana, approving a Zoning Code Amendment (ZCA No. 22-010) establishing new zoning districts within the Downtown Core and amending the text of the Zoning and Development Code to set development standards for the Downtown Core area.

Attachments: [Ordinance No. 1923.docx](#)
[Exhibit A.pdf](#)

C. Adopt a Resolution Adopting a New Job Description and Salary Range for the Emergency Services Coordinator Classification [21-2382](#)

Adopt **Resolution No. 2023-087**, a resolution of the City Council of the City of Fontana adopting a new job description and salary range for the Emergency Services Coordinator classification.

Attachments: [Resolution Adopting the Emergency Services Coordinator Job Description and Salary Range](#)

D. Final Acceptance of Street and Sewer Improvements on Banana Avenue for Tract No. 18135 [21-2392](#)

1. Accept as complete the street and sewer improvements on Banana Avenue for Tract No. 18135 located south of Foothill Boulevard and east of Banana Avenue.
2. Adopt **Resolution No. 2023-089**, accepting sewer in Banana Avenue for Tract No. 18135 as part of the City sewer system.

Attachments: [VICINITY MAP - 18135](#)
[TRACT MAP - 18135](#)
[RESOLUTION - 18135](#)
[BOND AND AGREEMENT - 18135](#)

E. Business License Compliance Program [21-2406](#)

Authorize the one-time waiver of penalties for businesses or individuals who are brought into compliance with City Code Chapter 15-36 through the Business License Compliance Program.

F. Acceptance of Final Map for Parcel Map No. 20585 and Abandonment of a Certain Portion of Right of Way of Banana Avenue [21-2409](#)

Accept Parcel Map No. 20585 located at the northeast corner of Banana Avenue and Durian Avenue; accept as public dedicated streets and easements; and authorize the Mayor and City Clerk to certify the abandonment of a certain portion of right of way of Banana Avenue.

Attachments: [Parcel Map 20585.pdf](#)
[Land Improvement Agreement.pdf](#)
[Vicinity Map.pdf](#)

G. Award a Construction Contract for the Blanchard Avenue Sidewalk Gap Project [21-2417](#)

1. Award bid and authorize the City Manager to execute a construction contract with SNZ Contractors, Inc. for the construction of the Blanchard Ave Sidewalk Gap Project in the amount of \$115,095.00 and authorize a 10% contingency in the amount of \$11,509.50 (Bid No. SB-126-DE-23).
2. Appropriate \$102,000 of Air Quality Management District (AQMD) Fund 241 to the Blanchard Avenue Sidewalk Gap Project No. 3115.
3. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Blanchard Ave Sidewalk Gap Project.

Attachments: [Vicinity Map](#)
[Bid Results](#)
[Bid Detail](#)

H. Approve a Contract with TA Mentoring Services LLC for the Noble Youth Program to be delivered at Fontana Expanded Learning Program school sites. [21-2419](#)

1. Approve a contract with TA Mentoring Services LLC to provide and deliver the Noble Youth Leadership Program at the Fontana Expanded Learning Program's twenty-eight (28) Elementary School sites and the five (5) Middle School sites.
2. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

Attachments: [TA Mentoring Services FELP 23-24.pdf](#)
[FELP TA Mentoring Services Agreement 23-24.pdf](#)

I. Approve a Contract EBK & Company LLC to provide and deliver the US Engineering League for the Fontana Expanded Learning Program. [21-2420](#)

1. Approve a contract with EBK & Company LLC to provide and deliver the US Engineering League, Mechanical Engineering/Robotics Club for the Fontana Expanded Learning Program at ten (10) Elementary School sites and the five (5) Middle School sites.
2. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

Attachments: [USEL FELP Quote 2023 24.pdf](#)
[FELP EBK Agreement 23-24.pdf](#)

J. Approve the purchase of Sandy Spin Inc. Skillastics Speed Stacks curriculum to be delivered at Fontana Expanded Learning Program's school sites. [21-2421](#)

1. Approve purchase of Sandy Spin Inc. Skillastics Speed Stacks Curriculum, an additional component to the current physical education curriculum at all sites of the Fontana Expanded Learning Program.
2. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
3. Authorize the Purchasing Division to issue a purchase order for the Speed Stack Skillastics Custom Package curriculum from Sandy Spin Slade.

Attachments: [Skillastics Quote.pdf](#)

K. Approve the purchase ZTag curriculum to be delivered at Fontana Expanded Learning Program's school sites. [21-2422](#)

1. Approve purchase of ZTag, an additional component to support academic and physical education development of participants at all sites of the Fontana Expanded Learning Program.
2. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
3. Authorize the Purchasing Division is issue a purchase order for the ZUES v2 curriculum from ZTag.

Attachments: [ZTAGQuote-001083.pdf](#)

L. Approve an Encroachment Agreement to Construct and Maintain Improvements Beneath the Etiwanda Avenue Overpass [21-2423](#)

Approve and authorize the City Manager to execute an Encroachment Agreement between the City of Fontana and Union Pacific Railroad Company to construct and maintain improvements located beneath the Etiwanda Avenue overpass at the intersection of Etiwanda Avenue and North Loop Road

Attachments: [Encroachment Agreement.pdf](#)
[Vicinity Map.pdf](#)

M. Award bid for the Active Transportation Program (ATP) Safe Routes to School (SRTS) Pedestrian Improvements Project on Ramona, Alder, Locust Avenue Project [Federal ID No. ATPSB1L-5307(027)] (Bid No. SB-67-DE-23). [21-2424](#)

1. Award bid and authorize the City Manager to execute a construction contract with Riverside Construction Company, Inc. for the construction of the Active Transportation Program (ATP) Safe Routes to School (SRTS) Pedestrian Improvements Project along Ramona, Alder, Locust Avenue, Federal ID No. ATPSB1L-5307(027), in the amount of \$4,218,475.00 and authorize a 10% contingency in the amount of \$421,847.50 (Bid No. SB-67-DE-23).
2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Active Transportation Program (ATP) Safe Routes to School (SRTS) Pedestrian Improvements Project on Ramona, Alder, Locust Avenue Project Federal ID No. ATPSB1L-5307(027) (Bid No. SB-67-DE-23).
3. Appropriate \$645,000.00 from Local Measure I Fund No. 246 to the Safe Routes to School Pedestrian Improvements Project along Ramona, Alder, Locust Avenues Project No. 3339.

Attachments: [Vicinity Map.pdf](#)
[Bid Results.pdf](#)
[Bid Detail.pdf](#)

N. Award a Contract for the Demolition of Slovene Hall. [21-2425](#)

Award bid and Authorize the City Manager to execute a contract with Interior Demolition in the amount of \$128,168.00 for the Demolition of Slovene Hall and authorize a 10% contingency in the amount of \$12,816.00.

Attachments: [Vendor Notification PW-24-SB-04.pdf](#)
[Interior Demolition Bid - PW-24-SB-04.pdf](#)
[Summary Bid Results PW-24-SB-04 Slovene Hall Building Demolition.pdf](#)

O. Award a Construction Contract for the Arrow Boulevard at Cypress Avenue Traffic Signal Project (Bid No. SB-162-DE-23). [21-2426](#)

1. Award bid and authorize the City Manager to execute a construction contract with DBX, Inc. for the construction of the Arrow Boulevard at Cypress Avenue Traffic Signal Project (Bid No. SB-162-DE-23) in the amount of \$1,628,816.00 and authorize a 10% contingency in the amount of \$162,881.60 (Bid No. SB-67-DE-23).
2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Arrow Boulevard at Cypress Avenue Traffic Signal Project (Bid No. SB-162-DE-23).
3. Appropriate \$945,000.00 from Local Measure I Fund No. 246 to the Arrow Boulevard at Cypress Avenue Traffic Signal Project No. 3386.

Attachments: [Vicinity Map](#)
[Bid Results](#)
[Bid Detail](#)

P. Award bid (SB-112-CS23) to Carreras Tours LLC., to provide bussing transportation for the Fontana Expanded Learning Program. [21-2427](#)

1. Award bid (SB-112-CS-23) to Carreras Tours LLC. for Transportation Services for the Fontana Expanded Learning Program (FELP) for the Fiscal Year 2023-24.
2. Authorize the Purchasing Division to issue a purchase order to Carreras Tours for the FELP transportation service for Fiscal Year 2023-24.

Attachments: [Carreras Rates.pdf](#)

Q. Approve a Task Order for Engineering Design Services for the Courtplace Housing Development Project (Infrastructure Improvements) [21-2430](#)

1. Approve and authorize the City Manager to execute Task Order No. 18 in a not-to-exceed amount of \$266,446.00 with TKE Engineering, Inc. for Engineering Design Services for the Courtplace Housing Development Project (Infrastructure Improvements) Request for Proposals SQ-87-DE-19-58.
2. Approve and authorize the City Manager to execute any future amendments to the Task Order.
3. Authorize the City Manager to execute any and all utility agreements, utility easements, and any related items on behalf of the City of Fontana for the Courtplace Housing Development Project (Infrastructure Improvements).

Attachments: [Vicinity Map \(Courtplace Housing Development Project\).pdf](#)
[TKE Proposal & Fee Schedule \(SQ-87-DE-19-58\).pdf](#)
[Evaluation Form Tabulation \(SQ-87-DE-19-58\).pdf](#)

R. Police Department Monthly Information Update [21-2432](#)

Accept the Police Department monthly information update for July 2023.

Attachments: [July 2023 Report for City Council Rev.pptx](#)

S. Authorize the Purchase of a 570N EP Skip Loader from Sonsray Machinery. [21-2433](#)

Attachments: [8-23 Unit 14497 Case Skiploader Quote.pdf](#)
[Case Sourcewell.pdf](#)

T. Authorize the Purchase of a Altec AT37G Aerial Truck. [21-2434](#)

Authorize the Purchasing Division to use the Sourcewell Cooperative Purchasing Agreement (Contract #110421-ALT) for the purchase of one (1) 2024 Ford F-550 AT37G aerial truck for \$152,203.00, plus sales tax (7.75%) \$11,796.00, CA tire fee \$136.00, and a delivery fee of \$7,102.00 for a total of \$171,237.00.

Attachments: [8-23 Unit 11435 Altec Quote.pdf](#)
[Sourcewell Altec #110421.pdf](#)

**U. Approve Crossing Guard Service Agreement between [21-2439](#)
Fontana Unified School District, Etiwanda School District,
and the City of Fontana**

1. Approve Amendment No. 2 of the Crossing Guard Services Agreement with Fontana Unified School District (FUSD), Etiwanda School District (ESD), and the City of Fontana (COF) for a one-year (1) term renewing year three (3) of the contract at the new hourly rate of \$29.50.
2. Approve a recurring appropriation from General Fund #101 to 10140114.8130 to provide for the annual contract increase over the prior year in the amount of \$10,440.00.

Attachments: [FUSD Xing Guard exp 2024.pdf](#)

**V. Award a Construction Contract for the S. Highland Avenue [21-2441](#)
at Mango Avenue Traffic Signal Project (Bid No.
SB-97-DE-23).**

1. Award bid and authorize the City Manager to execute a construction contract with Alfaro Communications Construction, Inc. for the construction of S. Highland Avenue at Mango Avenue Traffic Signal Project in the amount of \$823,929.64 and authorize a 10% contingency in the amount of \$82,392.96 (Bid No. SB-97-DE-23).
2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the S. Highland Avenue at Mango Avenue Traffic Signal Project.

Attachments: [Vicinity Map](#)
[Bid Results](#)
[Bid Detail](#)

W. Award a Construction Contract for the Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project [Federal ID No. ATPSB1L-5307(029)] (Bid No. DE-24-SB-01). [21-2442](#)

1. Award bid and authorize the City Manager to execute a construction contract with CT&T Concrete Paving, Inc. for the construction of the Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project Federal ID No. ATPSB1L-5307(029), in the amount of \$3,615,087.50 and authorize a 10% contingency in the amount of \$361,508.75 (Bid No. DE-24-SB-01).
2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project, Federal ID No. ATPSB1L-5307(029), (Bid No. DE-24-SB-01).
3. Appropriate \$735,000.00 from Local Measure I Fund No. 246 to the Fontana Safe Routes to School (SRTS) Gap Closure Project No. 0003.

Attachments: [Vicinity Map](#)

[Bid Results](#)

[Bid Detail](#)

X. Award a Construction Contract for the Alder Middle School Safe Routes to School (SRTS) Project on (Bid No. SB-146-DE-23). [21-2443](#)

1. Award bid and authorize the City Manager to execute a construction contract with All American Asphalt for the construction of the Alder Middle School Safe Routes to School (SRTS) Project in the amount of \$2,639,021.00 and authorize a 10% contingency in the amount of \$263,902.10 (Bid No. SB-146-DE-23).
2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Alder Middle School Safe Routes to School (SRTS) Project (Bid No. SB-146-DE-23).
3. Appropriate \$1,875,783.00 from Local Measure I Fund No. 246 to the Alder Middle School Safe Routes to School (SRTS) Project No. 3367.

Attachments: [Vicinity Map](#)

[Bid Results](#)

[Bid Detail](#)

Y. Declaring Surplus Land - Property located at 14355 Foothill Boulevard [21-2450](#)

1. Approve **Resolution No. 2023-096**, declaring that the City-owned property on Foothill Blvd, east of Almond Avenue (Assessor's Parcel Number 0230-051-03) is "Surplus Land" pursuant to the Surplus Land Act, Government Code Section 54220 Et Seq.; and approving the form of Notice of Availability.
2. Authorize the City Manager and/or his designee(s) to take all actions necessary or appropriate to comply with the Surplus Land Act.

Attachments: [Attachment No. 1 - SLA Resolution Foothill Blvd](#)
[Attachment No. 2 - Notice of Availability Surplus Land Foothill Blvd](#)

Z. Award a Contract for the interior renovation for Stage RED [21-2452](#)

1. Approve and authorize the City Manager to award and execute a contract with the lowest responsible/responsive bidder for the renovation of Stage RED (Bid No. DE-24-25-SB) in an amount not to exceed \$825,000.
2. Authorize the City Manager to execute any and all contract amendments on behalf of the City of Fontana for the renovation of Stage RED.

Attachments: [Attachment No. 1 - Notice Invitiing Sealed Bids](#)

AA. Award of Contracts for Plan Review and Inspection Services For The Building & Safety Department. [21-2453](#)

1. Award bid (BS-24-05-SP) and authorize the City Manager to execute a contract with the top five rated Plan Check/Inspection Consultants for the period of five (5) years.
2. Authorize the City Manager to execute any and all contract amendments on behalf of the City of Fontana for Plan Check/Inspection Services.

Attachments: [Evaluation Summary BS-24-05-SP.pdf](#)
[4 Leaf Proposal.pdf](#)
[BPR Proposal \(1\).pdf](#)
[Interwest Proposal \(3\).pdf](#)
[Willdan Proposal \(4\).pdf](#)
[Bureau Veritas Proposal \(2\).pdf](#)

PUBLIC HEARINGS:

To speak on Public Hearing Items, submit comments via e-mail at publiccomments@fontanaca.gov. In the subject of your e-mail please indicate whether you are in favor or opposition of the item. Comments must be received no later than 5:00 P.M. on the day of the meeting. Comments of no more than three (3) minutes will be read into the record at the appropriate time during the meeting. If you challenge in court any action taken concerning a Public Hearing item, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice or in written correspondence delivered to the City at, or prior to, the Public Hearing.

All Public Hearings will be conducted following this format:

- (a) hearing opened
- (e) oral - favor
- (b) written communication
- (f) oral - opposition
- (c) council/staff comments
- (g) hearing closed
- (d) applicant comments (applicant not limited to 5 minutes)

A. Public Hearing for Consolidated Annual Performance Evaluation Report (CAPER) [21-2396](#)

1. Conduct a public hearing for the Consolidated Annual Performance and Evaluation Report prepared for the U.S. Department of Housing & Urban Development to report on specific Federal housing assistance and community development activities undertaken by the City of Fontana during Fiscal Year 2022-2023; and
2. Authorize the City Manager to execute and transmit any documents necessary to submit the Consolidated Annual Performance, along with any comments received during the public hearing and public comment period, to the Department of Housing & Urban Development.

Attachments: [FY2022-2023 CAPER DRAFT.pdf](#)

B. First Amendment to Disposition and Development Agreement (Arrow & Nuevo) with New Legacy Development Corp. [21-2472](#)

Attachments: [FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT draft 08.29.2023.pdf](#)

CITY MANAGER COMMUNICATIONS:**A. City Manager Communications**

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

ADJOURNMENT:

A. Adjournment

Adjourn to the next Regular City Council Meeting on September 26, 2023 at 7:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2470

Agenda #: A.

Agenda Date: 9/12/2023

Category: Workshop

Workshop

Tuesday, September 12, 2023

4:30 P.M.

Grover W. Taylor Council Chambers



City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2469

Agenda #: A.

Agenda Date: 9/12/2023

Category: Closed Session

Closed Session

Tuesday, September 12, 2023

6:00 P.M.

City Hall - Executive Conference Room



City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2460

Agenda #: A.

Agenda Date: 9/12/2023

Category: Proclamation

Proclamations

Tuesday, September 12, 2023

7:00 P.M.

Grover W. Taylor Council Chambers



City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2461

Agenda #: A.

Agenda Date: 9/12/2023

Category: Special Presentation

Special Presentation

Tuesday, September 12, 2023

7:00 P.M.

Grover W. Taylor Council Chambers



City Council

Acquanetta Warren, Mayor

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Phillip W. Cothran., Council Member



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2395

Agenda #: A.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Approval of Minutes

RECOMMENDATION:

Approve the minutes of the July 25, 2023, Regular City Council Meeting, and the September 5, 2023, Special City Council Meeting.

COUNCIL GOALS:

- Create and maintain a dynamic team by supporting the decisions of the majority once made.
- Create and maintain a dynamic team by communicating Goals and Objectives to all commissions and employees.

DISCUSSION:

The City Council will consider approval of the minutes of the July 25, 2023, Regular City Council meeting and the September 5, 2023, Special City Council Meeting. The draft minutes are attached to this report for Council review and approval.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335



Minutes

Tuesday, July 25, 2023

7:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

Acquanetta Warren - Mayor
Peter A. Garcia - Mayor Pro Tem
John B. Roberts - Council Member
Jesus "Jesse" Sandoval - Council Member
Phillip Cothran - Council Member
Germaine Key - City Clerk
Janet Koehler-Brooks, City Treasurer

WORKSHOP:

A. 5:30 P.M. City Council Workshop

The Workshop of the Fontana City Council was held on Tuesday, July 25, 2023, in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335. Mayor Warren called the meeting to order at 5:32 p.m. with all members of the City Council present.

City Clerk Germaine Key and City Treasurer Janet Koehler-Brooks were also in attendance.

The Regular City Council meeting agenda was reviewed, and Mayor Warren requested to pull Consent Calendar Items 'H and AO" for staff presentation.

City Manager Ballantyne had no City Manager comments.

No public communications were received.

Jonathan Foster Davis & Farr and Chief Financial Officer, Jessica Brown provided a report on the Annual Comprehensive Financial and Single Audit.

Chief Financial Officer Brown also provided a report on the Fourth Quarter Budget Status.

The Workshop adjourned at 5:56 p.m.

CALL TO ORDER/ROLL CALL:

A. 7:00 P.M. Call To Order/Roll Call:

A Regular Meeting of the Fontana City Council was held in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, July 25th, 2023. Mayor Warren called the meeting to order at 7:06 p.m.

ROLL CALL:

PRESENT: Mayor Warren, Mayor Pro Tem Garcia, Council Members Roberts, Sandoval and Cothran.

ABSENT: None

City Clerk Key and City Treasurer Koehler-Brooks were also in attendance.

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

The invocation was given by Council Member Roberts, followed by the pledge of allegiance led by Mayor Pro Tem Garcia.

PROCLAMATION:

- A.** Mayor Warren and City Council to proclaim August as Sickie Cell Trait Prevention Month (Sickie Cell Trait Prevention Founder and Executive Director, Farron Dozier, to accept).

Mayor Warren and City Council presented a proclamation to Sickie Cell Trait Prevention Founder and Executive Director Dozier.

- B.** Mayor Warren and City Council to proclaim August 1, 2023, as National Night Out (Chief Dorsey, to accept).

Mayor Warren and City Council proclaimed August 1, 2023, as National Night Out, Chief Dorsey accepted the proclamation.

SPECIAL PRESENTATIONS:

Mayor Warren and City Council to recognize Officers Mario Mancha, Bradley Terwilliger, and Dispatcher II Lindsay Ernes as the Fontana Police Department's June 2023 Employees of the Month. Captain Stover to present (to Officers Mancha & Terwilliger) and Captain Binks (to present to Dispatcher II Lindsay Ernes).

Mayor Warren and City Council recognized the Fontana Police Department's June 2023 Employees of the Month.

Captain Stover shared a small clip of the body worn camera footage showing the Officers restrain and professionalism.

PUBLIC COMMUNICATIONS:

A. Public Communications

The following individuals spoke under public communications:

1. Kristen Malaby commented on warehouse related injuries and expressed her opposition against building more warehouse in the city.
2. Mark Richichi spoke on concerns regarding planned parenthood and commented on an article in "Life Sight News".
3. Joaquin Castillejos spoke in opposition to building warehouses in the city, and commented on concerns such as air quality, ozone pollution, truck traffic and truck trips.
4. Margarita Alducin spoke in opposition to the building of a planned parenthood clinic in the city.
5. Bobbi Jo Chavarria, Chair of the San Geronio Chapter of the Sierra Club, commented

on her review/response to a specific project and items listed on the 7-25-2023 City Council Agenda. Bobbi Jo noted that she made the 43-page response available to Mayor and City Council.

6. Ben commented on Consent Calendar Items “D” and “AK” and expressed his opinion regarding planned parenthood.
7. Gayle Hampton addressed City Council to consider and permit short term rentals.
8. Elizbeth Sena spoke in opposition of building more warehouse developments in the city and commented on the Sustainability Ordinance that was passed by City Council.

CONSENT CALENDAR:

Mayor Warren requested that consent calendar items “H and AO” be pulled and have a separate motion following the discussion.

Prior to the motion being made, Mayor Warren and Council Member Cothran recused themselves from item “K” on the Consent Calendar.

ACTION: Motion was made by Council Member Roberts, seconded by Council Member Cothran and passed unanimously by a vote of 5-0 to approve the Consent Calendar items “A-G, I-AN and AP”, with Mayor Pro Tem Garcia and Council Member Sandoval voting NO on Consent Calendar Items “B” and “C”. The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts and Sandoval; NOES: None; ABSTAIN: None ABSENT: None

- | | | |
|-----------|---|----------------|
| A. | Approval of Minutes
Approve the minutes of the July 11, 2023, City Council Meeting. | 21-2325 |
| B. | Adoption of Ordinance No. 1916 (Second Reading)
Second Reading / Ordinance No. 1916 , an Ordinance of the City Council of the City of Fontana, approving Zoning District Map Amendment (Zone Change) No. 21-007, to amend the Zoning District Map changing the Zoning Designation for APNs: 0239-151-19, -25, -26, and -36 from General Commercial (C-2) and Multi Family High Residential (R-5) to Light Industrial (M-1) for approximately 19.0 acres located south of Duncan Canyon Road and east of Sierra Avenue, and that the reading of the title constitutes the first reading thereof. | 21-2317 |
| C. | Adoption of Ordinance No. 1917 (Second Reading)
Second Reading of Ordinance No. 1917 , an Ordinance of the City Council of the City of Fontana, approving Development Agreement No. 22-007 (Acacia Real Estate Group, Inc.) | 21-2318 |
| D. | Approve the purchase of Three (3) Sewer Pumps for the future
Tamarind Lift Station Reconstruction Project.
1. Authorize the Sole Source purchase of the Flygt Sewer Pumps and accessories from Xylem Water Solutions USA, Inc. in the amount of \$137,775 plus applicable sales tax for the Tamarind Lift Station. | 21-2308 |

2. Approve Public Works Department to continue standardizing the Flygt Pumps for the City's Sewer Lift Stations.
- E.** Police Department Donations Jan-June 2023 **21-2312**
Accept monetary and gift donations from multiple donors including community programs, businesses, and citizens.
- F.** Measure I Five Year Local Street Capital Improvement Program **21-2313**
Amendment and Annual Adoption
Adopt **Resolution No. 2023-056**, approving an amendment to the Fiscal Years 2022/2023 - 2026/2027 Measure I Five Year Local Street Capital Improvement Program (CIP) and adopting the Measure I Five Year Local Street Capital Improvement for Fiscal Years 2023/2024 - 2027/2028.
- G.** Police Department Monthly Information Update **21-2321**
Accept the Police Department monthly information update for June 2023.
- H.** Fontana Art Association General Cooperative Operating **21-2327**
Agreement
1. Approve a one-year extension of the Art Association General Cooperative Operating Agreement between the Fontana Art Association (FAA) and the City of Fontana to operate the Koehler Gallery and provide cultural arts opportunities.
 2. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.
- I.** Levy of a Special Tax in Community Facilities Districts **21-2324**
(Maintenance) for Fiscal Year 2023-2024.
Adopt **Resolution No. 2023-057**, Authorizing the Levy of a Special Tax within Community Facilities Districts (Maintenance) for Fiscal Year 2023-2024.
- J.** Levy of a Special Tax in Community Facilities District No. 7 **21-2328**
(Country Club Estates) for Fiscal Year 2023-2024.
Adopt **Resolution No. 2023-058**, of the City Council of the City of Fontana, California, authorizing the Levy of a Special Tax in Community Facilities District No. 7 (Country Club Estates) for Fiscal Year 2023-2024.
- K.** Levy of a Special Tax in Community Facilities District No. 11 **21-2329**
(Heritage West End) for Fiscal Year 2023-2024.
Adopt **Resolution No. 2023-059**, of the City Council of the City of Fontana, California, authorizing the Levy of a Special Tax in Community Facilities District No. 11 (Heritage West End) for Fiscal Year 2023-2024.
- L.** Levy of a Special Tax in Community Facilities District No. 12 **21-2330**
(Sierra Lakes) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-060**, of the City Council of the City of Fontana, California, authorizing the Levy of a Special Tax in Community Facilities District No. 12 (Sierra Lakes) for Fiscal Year 2023-2024.

- M.** Levy of a Special Tax in Community Facilities District No. 22 **21-2331**
(Sierra Hills South) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-061**, of the City Council of the City of Fontana, California, authorizing the Levy of a Special Tax in Community Facilities District No. 22 (Sierra Hills South) for Fiscal Year 2023-2024.

- N.** Levy of a Special Tax in Community Facilities District No. 31 **21-2332**
(Citrus Heights North) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-062**, of the City Council of the City of Fontana, California, authorizing the Levy of a Special Tax in Community Facilities District No. 31 (Citrus Heights North) for Fiscal Year 2023-2024.

- O.** Levy of a Special Tax in Community Facilities District No. 37 **21-2333**
(Montelago) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-063**, of the City Council of the City of Fontana, California, authorizing the Levy of Special Tax in Community Facilities District No. 37 (Montelago) for Fiscal Year 2023-2024.

- P.** Levy of a Special Tax in Community Facilities District No. 70 **21-2334**
(Avellino) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-064**, of the City Council of the City of Fontana, California, authorizing the Levy of Special Tax in Community Facilities District No. 70 (Avellino) for Fiscal Year 2023-2024.

- Q.** Levy of a Special Tax in Community Facilities District No. 71 **21-2335**
(Sierra Crest) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-065**, Authorizing the Levy of Special Tax in Community Facilities District No. 71 (Sierra Crest) for Fiscal Year 2023-2024.

- R.** Levy of a Special Tax in Community Facilities District No. 74B **21-2336**
and 74M (Citrus/Summit) for Fiscal Year 2023-2024.

1. Adopt **Resolution No. 2023-066**, Authorizing the Levy of a Special Tax in Community Facilities District No. 74B (Citrus/Summit) for Fiscal Year 2023-2024.

2. Adopt **Resolution No. 2023-067**, Authorizing the Levy of a Special Tax in Community Facilities District No. 74M (Citrus/Summit) for Fiscal Year 2023-2024.

- S.** Levy of a Special Tax in Community Facilities District No. 80 **21-2337**
(Bella Strada) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-068**, Authorizing the Levy of Special Tax in Community Facilities District No. 80 (Bella Strada) for Fiscal Year 2023-2024.

- T.** Levy of a Special Tax in Community Facilities District No. 81 (Gabriella) for Fiscal Year 2023-2024. **21-2338**
Adopt **Resolution No. 2023-069**, Authorizing the Levy of Special Tax in Community Facilities District No. 81 (Gabriella) for Fiscal Year 2023-2024.
- U.** Levy of a Special Tax in Community Facilities District No. 85 (The Meadows) for Fiscal Year 2023-2024. **21-2339**
Adopt **Resolution No. 2023-070**, Authorizing the Levy of Special Tax in Community Facilities District No. 85 (The Meadows) for Fiscal Year 2023-2024.
Facilities District No. 86 **21-2340** (Etiwanda Ridge) for Fiscal Year 2023-2024.
Adopt **Resolution No. 2023-071**, Authorizing the Levy of Special Tax in Community Facilities District No. 86 (Etiwanda Ridge) for Fiscal Year 2023-2024.
- W.** Levy of a Special Tax in Community Facilities District No. 87 (El Paseo) for Fiscal Year 2023-2024. **21-2341**
Adopt **Resolution No. 2023-072**, Authorizing the Levy of Special Tax in Community Facilities District No. 87 (El Paseo) for Fiscal Year 2023-2024.
- X.** Levy of a Special Tax in Community Facilities District No. 88 (Sierra Crest II) for Fiscal Year 2023-2024. **21-2342**
Adopt **Resolution No. 2023-073**, Authorizing the Levy of Special Tax in Community Facilities District No. 88 (Sierra Crest II) for Fiscal Year 2023-2024.
- Y.** Levy of a Special Tax in Community Facilities District No. 89 (Belrose) for Fiscal Year 2023-2024. **21-2343**
Adopt **Resolution No. 2023-074**, Authorizing the Levy of Special Tax in Community Facilities District No. 89 (Belrose) for Fiscal Year 2023-2024.
- Z.** Levy of a Special Tax in Community Facilities District No. 90 (Summit @ Rosena Phase 1) for Fiscal Year 2023-2024. **21-2344**
Adopt **Resolution No. 2023-075**, Authorizing the Levy of Special Tax in Community Facilities District No. 90 (Summit @ Rosena Phase 1) for Fiscal Year 2023-2024.
- AA.** Levy of a Special Tax in Community Facilities District No. 95 (Summit @ Rosena Phase 2) for Fiscal Year 2023-2024. **21-2345**
Adopt **Resolution No. 2023-076**, Authorizing the Levy of Special Tax in Community Facilities District No. 95 (Summit @ Rosena Phase 2) for Fiscal Year 2023-2024.
- AB.** Levy of a Special Tax in Community Facilities District No. 100 (Victoria) for Fiscal Year 2023-2024. **21-2346**

Adopt **Resolution No. 2023-077**, Authorizing the Levy of Special Tax in Community Facilities District No. 100 (Victoria) for Fiscal Year 2023-2024.

- AC.** Levy of a Special Tax in Community Facilities District No. 106 **21-2347**
(Mountainview) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-078**, Authorizing the Levy of Special Tax in Community Facilities District No.106 (Mountainview) for Fiscal Year 2023-2024.

- AD.** Levy of a Special Tax in Community Facilities District No. 1 **21-2349**
(Southridge Village) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-079**, Authorizing the Levy of a Special Tax in Community Facilities District No. 1 (Southridge) for Fiscal Year 2023-2024.

- AE.** Levy of a Special Tax in Community Facilities District No. 99 **21-2350**
(The Retreat) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-080**, Authorizing the Levy of Special Tax in Community Facilities District No. 99 (The Retreat) for Fiscal Year 2023-2024.

- AF.** Levy of a Special Tax in Community Facilities District No. 107 **21-2351**
(Highland) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-081**, Authorizing the Levy of Special Tax in Community Facilities District No.107 (Highland) for Fiscal Year 2023-2024.

- AG.** Levy of a Special Tax in Community Facilities District No. 109 **21-2352**
(Narra Hills) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-082**, Authorizing the Levy of Special Tax in Community Facilities District No. 109 (Narra Hills) for Fiscal Year 2023-2024.

- AH.** Levy of a Special Tax in Community Facilities District No. 111 **21-2353**
(Monterado) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-083**, Authorizing the Levy of Special Tax in Community Facilities District No. 111 (Monterado) for Fiscal Year 2023-2024.

- AI.** Levy of a Special Tax in Community Facilities District No. 112 **21-2354**
(The Gardens Phase One) for Fiscal Year 2023-2024.

Adopt **Resolution No. 2023-084**, Authorizing the Levy of Special Tax in Community Facilities District No. 112 (The Gardens Phase One) for Fiscal Year 2023-2024.

- AJ.** 2023-2024 Statement of Investment Policy **21-2348**
Adopt the City of Fontana Statement of Investment Policy for Fiscal Year 2023-2024.

- AK.** Approve lease agreement, supportive service agreement and **21-2357**

property management agreements for Homekey and Family Homelessness Challenge Grant properties.

1. Approve and authorize the City Manager to execute the lease agreements with Water of Life Community Church for Homekey and Family Homelessness Challenge Grant properties.
2. Approve and authorize the City Manager to execute the supportive services agreements with Water of Life Community Church for Homekey and Family Homelessness Challenge Grant properties.
3. Approve and authorize the City Manager to execute the property management agreements with Quality Management Group for Homekey and Family Homelessness Challenge Grant properties.
4. Approve and Authorize the City Manager and/or his designee(s) to make non-material changes to these agreements and execute any future amendments to these agreements.

AL. Annual Comprehensive Financial Report for Fiscal Year Ended **21-2356**
June 30, 2022 and Single Audit Report Fiscal Year Ended June 30, 2022.

1. Receive and File the City of Fontana's Annual Comprehensive Financial Report (ACFR) for Fiscal Year ended June 30, 2022.
2. Receive and File the City of Fontana's Single Audit Report (SAR) for Fiscal Year ended June 30, 2022.Recomm

AM. Fiscal Year 2022-23 Fourth Quarter Budget Status Report **21-2363**
Approve Fourth Quarter Budget Status Report

AN. Approve contract adjustment for federal lobbying services with **21-2372**
Smith, Dawson & Andrews (SDA).

Authorize the city manager to execute a contract agreement between the City of Fontana and Smith, Dawson & Andrews to continue services in support of the city's Washington, DC legislative initiatives in an amount not to exceed \$6,500 per month.

AO. Approve Amendment No. 2 to the Professional Services **21-2377**
Agreement (MS-78-DS-23) for Branding, Marketing and Photography Services (Stage Red).

AP. Award a Contract for the acquisition and installation of **21-2378**
furnishings and fixtures for Stage RED

1. Approve and authorize the City Manager to award and execute a contract with the lowest responsible/responsive bidder for the furnishings and fixtures related to the renovation of Stage RED (Bid No. DS-24-07-SP) in an amount not to exceed \$675,000.
2. Authorize the City Manager to execute any and all contract amendments on behalf of the City of Fontana for the furnishings and fixtures related to

the renovation of Stage RED.

3. Authorize the City Manager or his designee the authority to surplus and/or dispose of existing furnishings, fixtures, and audio-visual equipment that is not being reused as part of the renovation.

City Manager Matt Ballantyne provided City Council a staff report for consent calendar item “H”.

Council Member Sandoval requested clarification on the expiration date of the operating agreement.

Deputy City Manager Phil Burum provided City Council a staff report for consent calendar item “AO”, and answered questions of the City Council.

ACTION: Motion was made by Council Member Roberts, seconded by Council Member Cothran to adopt Consent Calendar Items H and AO, by an oral vote of 5-0. The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts and Sandoval; NOES: None; ABSTAIN: None ABSENT: None

PUBLIC HEARINGS:

- A.** Third Combined General Plan Amendments and Projects for the **21-2227**
3rd General Plan Cycle of 2023; Part No. 1 - Downtown Core Project and associated Environmental Impact Report, and Part No. 2 - The Heights at Southridge Project and associated Addendum to the Southridge Village Specific Plan Environmental Impact Report, and Part No. 3 - Citrus/Oleander Industrial Commerce Center Project and associated Environmental Impact Report.

Part No. 1 - Downtown Core Project

Master Case No. 22-118: General Plan Amendment (GPA) No. 22-010 and Zoning Code Amendment (ZCA) No. 22-010 - General Plan Amendments and Zoning Code update to implement the new Downtown Core, bordered by Foothill Blvd. to the north, Randall Avenue to the south, Juniper Avenue to the west, and Mango Avenue to the east, to allow higher density residential and mixed-use development along with the ultimate creation of a pedestrian plaza in the Downtown area. The proposed General Plan and Zoning and Development Code amendments include new land use districts and associated development standards promoting housing density and a vibrant Downtown with added residential development, amenities, attractive architecture and commercial development. An Environmental Impact Report (EIR) was prepared for the project.

1a) Adopt **Resolution No. 2023-086**, (Part No. 1 of General Plan Amendment cycle No. 3 of 2023,) a Resolution of the City Council of the City of Fontana certifying the Final Environmental Impact Report (FEIR), (State

Clearinghouse No. 2022110624), adopting a Statement of Overriding Consideration and a Mitigation Monitoring and Reporting Program and a Statement of Facts and Findings and directing staff to file a Notice of

Determination; approving General Plan Amendment No. 22-010 (Part No. 1 of General Plan Amendment cycle No. 3 of 2023) amending the General Plan Land Use designation on approximately 478 acres from Walkable Mixed Use Corridor & Downtown (WMXU-1) and Residential Single Family (R-SF) to Walkable Mixed Use Downtown Core (WMXU-3) and modifying the text of Chapter 9 (Community Mobility and Circulation) to reflect implementation of a pedestrian plaza on Sierra Avenue, Chapter 14 (Downtown Area Plan) to establish the goals and actions for the Downtown area and 15 (Land Use, Zoning, and Urban Design) to establish the Walkable Mixed Use Downtown Core (WMXU-3); and,

1b) Read by title only and waive further reading of and introduce **Ordinance No. 1923**, an Ordinance of the City Council of the City of Fontana, approving a Zoning Code Amendment (ZCA No. 22-010) establishing new zoning districts within the Downtown Core and amending the text of the Zoning and Development Code to set development standards for the Downtown Core area.

Prior to city staff providing the staff report, Council Member Cothran recused himself due to proximity of his property lease in the Downtown Area.

Associate Planner, Alejandro Rico, provided the staff report and answered questions of the City Council.

City Council and staff discussed the types of community outreach that were offered to city residents.

The City Clerk's Department received two (2) written correspondences in opposition of this item and one (1) in support.

Mayor Warren opened the public hearing.

The following individuals spoke in opposition of the item:

1. Joaquin Castillegos
2. Ben
3. Bobbi Jo Chavarria

The following individuals spoke in favor of the item:

1. Karen Daniel

Mayor Warren closed the public hearing.

Mayor Warren briefly commented on how long the survey was available to the community, the number of residents that have been part of the committee meetings, ongoing discussions, and resident requests to have a destination site in the city.

Mayor Pro Tem Garcia requested that Deputy City Manager, Phillip Burum speak in regards to the Parking Garage project, the new plan and how its foundation will be key to a successful Downtown Development.

ACTION: Mayor Warren called for the vote to approve staff recommendation for Public Hearing Item “A”, Part No. 1 - Downtown Core Project, and passed by an oral vote of 3-1 as follows: AYES: Warren, Garcia, and Roberts; NOES Sandoval ; ABSTAIN: None

Part No. 2 - The Heights at Southridge Project

Master Case No. 22-084: General Plan Amendment No. 22-008, Specific Plan Amendment No. 22-004, Tentative Parcel Map No. 20565 (TPM No. 22-018), Tentative Tract Map No. 20568 (TTM No. 22-007), Design Review No. 22-043, and Administrative Site Plan No. 23-014 - Amendment of the subject site's land use designation for approximately 37.32 adjusted gross acres which includes five parcels; Site No. 1 from Recreational Facilities (P-R) to Medium Residential (R-M), Site No. 2 from Open Space (OS) to Medium Density Residential (R-M), Site No. 3 from OS to General Commercial (C-G), Site No. 4 from C-G to Public Facilities (P-PF), and Site No. 5 from OS to Residential Planned Community (R-PC) and proposed development of 255 condominium units (147 detached Cluster Homes units and 108 detached Stub Drive units), with various amenities and a public park within a 54 acre project area (37.32 acre development site), and associated Addendum to the Southridge Village Specific Plan Environmental Impact Report.

2a) Adopt **Resolution No. 2023-085**, (Part No.2 of General Plan Amendment Cycle No. 3 of 2023,) a Resolution of the City Council of the City of Fontana approving an Addendum to the Southridge Village Specific Plan Environmental Impact Report No. 81-3 (State Clearinghouse [SCH] No. 81052210) for The Heights at Southridge Project pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines and directing staff to file a Notice of Determination; approving General Plan Amendment No. 22-008 (Part No. 2 of General Plan Amendment cycle No. 3 of 2023) amending the General Plan Land Use designation on approximately 58 adjusted gross acres (APNs: 0237-411-13, -14, and -27, 0237-201-27, 0237-441-01 through -19) including Site No. 1 from Recreational Facilities (P-R) to Medium Residential (R-M), Site No. 2 from Open Space (OS) to Medium Density Residential (R-M), Site No. 3 from OS to General Commercial (C-G), Site No. 4 from C-G to Public Facilities (P-PF), and Site No. 5 from OS to Residential Planned Community (R-PC); approving Specific

Plan Amendment No. 22-004 to amend Planning Area 56 from Bird Farm (BF). Planning Area 66A from Quarry (Q) to Entry Estates/Duplex, which is a Medium Density Residential land use category with a maximum density of 8 dwelling units per acre for approximately 37.32 acres, and modifying the development standards within the Medium Density Residential Zoning District, located south of Village Drive and east of Live Oak Avenue; approving Tentative Parcel Map No. 20565 (TPM No. 22-018) to subdivide two existing parcels into four parcels; approving Tentative Tract Map No. 20568 (TTM No. 22-007) to divide one existing lot into 255 lots for condominium purposes; and approving Design Review No. 22-043 and Administrative Site Plan No. 23-014 for site and architectural review for the development of 255 condominium units (147 detached Cluster Homes units and 108 detached Stub Drive units) and associated amenities and the development of a park site within a 37.32-acre site and associated improvements, respectively and subject to the Conditions of Approval; and,

Senior Planner, Salvador Quintanilla, provided the staff report and answered questions of the City Council.

City Council and staff briefly discussed the number of condominiums that are included as part of the project and the number of parking per garage.

Mayor Warren opened the public hearing.

The City Clerk's Department received three (3) written correspondences in opposition of this item and one (1) in support.

The following individuals spoke in opposition of the item:

1. Edgar Roldan
2. Damien Mejia
3. Elizabeth Sena
4. Jennifer Cardenas
5. Esther Roa
6. Noemi Harnea
7. Ben
8. Joaquin Castellejos
9. Bobbi Jo Chavarria
10. Marissa Martinez
11. Rafael Rios

The following individuals spoke in favor of the item:

1. Maritza Torres
2. Sharon Wu
3. Paul Herrera
4. Xavier Rodriguez

5. Steven Nava

Mayor Warren closed the public hearing.

ACTION: Mayor Warren called for the vote to approve staff recommendation for Public Hearing Item “A”, Part No. 2”– The Heights at Southridge Park, and passed by an oral vote of 4-1 as follows: AYES: Warren, Garcia, Cothran, and Roberts; NOES: Sandoval; ABSTAIN: None

Part No. 3 - Citrus/Oleander Industrial Commerce Center Project

Master Case No. 21-053, Master Case No. 22-053: General Plan Amendment (GPA) No. 22-004, Zoning District Map Amendment (Zone Change) No. 22-005, Specific Plan Amendment (SPA) No. 22-002, Development Agreement (DA) No. 23-005, Tentative Parcel Map No. 20709 (TPM No. 22-009) (Building No. 1), Design Review (DRP) No. 22-029 (Building No. 1), Tentative Parcel Map 20708 (TPM No. 22-030) (Building No. 2), Design Review No. 22-061 (Building No. 2), Tentative Parcel Map 20707 (TPM No. 22-031) (Building No. 3), Design Review No. 22-062 (Building No. 3) - Amendment of the subject site's land use designation for approximately 29.4 adjusted gross acres (inclusive of a five-acre parcel that does not include development) from Residential Planned Community (R-PC) and Multiple-Family Medium/High Residential (R-MFMH) to General Industrial (I-G) and proposed site and architectural design for the development of three (3) industrial commerce center buildings totaling approximately 540,849 square feet, and associated Final Environmental Impact Report (EIR).

3a) Adopt **Resolution No. 2023-087**, (Part No. 3 of General Plan Amendment cycle No. 3 of 2023,) a Resolution of the City Council of the City of Fontana certifying the Final Environmental Impact Report (FEIR), (State Clearinghouse No. 2022110389), adopting a Statement of Overriding Consideration, a Mitigation Monitoring and Reporting Program, and a Statement of Facts and Findings, and directing staff to file a Notice of Determination; approving General Plan Amendment No. 22-004 (Part No. 3 of General Plan Amendment cycle No. 3 of 2023) amending the General Plan Land Use designation on approximately 29.4 adjusted gross acres (APNs 0255-011-13, -14, -15, -18, -19, -25, -26, -27, -28, -29, -30, -31, and -32, and 0255-021-17, -18, -22, -23, and -24 (inclusive of a five-acre parcel that does not include development) from Residential Planned Community (R-PC) and Multiple-Family Medium/High Residential (R-MFMH) to General Industrial (I-G) and approving Tentative Parcel Map No. 20709 (TPM No. 22-009) (Building No. 1), Tentative Parcel Map No. 20708 (TPM No. 22-030) (Building No. 2), and Tentative Parcel Map No. 20707 (TPM No. 22-031) (Building No. 3) to process three parcel maps to consolidate six (6) parcels into one parcel, to develop project sites for Building No. 1 and Building No. 2, and to consolidate five (5) parcels into one for the development of the project site for Building No. 3 respectively subject to conditions of approval, and approving

Design Review No. 22-029 (Building No. 1), Design Review No. 22-061 (Building No. 2), and Design Review No. 22-062 (Building No. 3) for the site and architecture review for three buildings totaling approximately 540,849 square feet and associated on-site and off-site improvements subject to the Conditions of Approval; and,

3b) Read by title only and waive further reading of and introduce **Ordinance No. 1924**, an Ordinance of the City Council of the City of Fontana, approving a Zoning District Map Amendment (Zone Change) No. 22-005 changing the zoning designation from Residential Planned Community (R-PC) and Multiple-Family Medium/High Density Residential (R-4) to Southwest Industrial Park (SWIP) Specific Plan, Slover East Industrial District for approximately 29.4 acres located west of Citrus Avenue, east and west of Oleander Avenue and north of Santa Ana Avenue, and that the reading of the title constitutes the first reading thereof; and,

3c) Read by title only and waive further reading of and introduce **Ordinance No. 1925**, an Ordinance of the City Council of the City of Fontana, approving a Specific Plan Amendment No. 22-002, to amend the Southwest Industrial Park (SWIP) Specific Plan Land Use Plan to expand the SWIP boundary to include the entire 29.4 acres located west of Citrus Avenue, east and west of Oleander Avenue and north of Santa Ana Avenue, and that the reading of the title constitutes the first reading thereof; and,

3d) Read by title only and waive further reading of and introduce **Ordinance No. 1926**, an Ordinance of the City Council of the City of Fontana, approving Development Agreement No. 23-005 for a public benefit fee.

Senior Planner, Salvador Quintanilla, provided the staff report and answered questions of the City Council. Senior Planner Quintanilla noted for the record a modification to the resolution for this project which was made available at the dais to City Council.

City Attorney, Ruben Duran, commented about late breaking developments and significant modifications that were made to the project that were not included in the items that were posted for public review. City Attorney Duran suggested that Senior Planner Quintanilla go over the items once more for clarity to the public.

City Attorney Duran also commented on the number of written correspondences that were received and assured the public that all items that were emailed were made available to City Council prior to the start of the meeting, and that all received items would be made part of the official record.

City Council and staff discussed the 45-foot buffer for the three (3) proposed projects, and Council Member Cothran recommended that the truck route be moved onto Santa Ana Avenue.

City Council requested clarification on building three (3) and the reasoning behind placing the loading docks facing Oleander Avenue. Council Member Cothran suggested placing the loading docks along Santa Ana Avenue.

Another discussion took place between City Council and the Project Engineer regarding converting Santa Ana Avenue to a truck route.

Lastly, City Council and staff discussed the undeveloped parcel and the possibility of it being developed a later time, details on the landscaping buffer, and pedestrian safety.

Senior Planner Quintanilla and City Attorney Duran explained the process of designating a certain portion of Santa Ana Avenue as a truck route. City Attorney Duran advised City Council that their approval be conditioned upon a subsequent General Plan Amendment.

Mayor Warren opened the public hearing.

The City Clerk's Department received four (4) written correspondences in opposition of this item and three (3) in support.

The following individuals spoke in opposition of the item:

1. Michael Townsend
2. Maha Rizvi
3. Oscar Gonzalez
4. Joaquin Castellejos
5. Elizabeth Sena
6. Jennifer Cardenas
7. Bobbi Jo Chavarria
8. Damian Mejia
9. Rafael Rios

The following individuals spoke in favor of the item:

1. Jose Radilla
2. Bill Quisenberry
3. Josh Hayes- Mc Keinman
4. John Carlo
5. Amanda Morales
6. Beatriz Mora
7. Nathaniel Noriega
8. Danielle Holley
9. Luis Echeverria
10. Matt Slowik
11. Daniel Reid
12. Jim Tusko

Mayor Warren closed the public hearing.

Mayor Warren addressed several public comments and provided a brief response to the public.

City Attorney Duran noted that, with the direction of the City Council he would work with city staff to amend documents related to this project.

City Attorney Duran also directed City Council to confirm with project developers to assure they are in agreeance to the mentioned changes.

ACTION: Mayor Warren called the vote to approve staff recommendation for Public Hearing Item “A”, Part No. 3 - Citrus/Oleander Industrial Commerce Center Project, and failed to pass by an oral vote of 2-3 as follows: AYES: Warren, Cothran; NOES: Sandoval, Roberts, and Garcia; ABSTAIN: None

B. Public Hearing to Establish Fiscal Year 2023-2024 Assessment Rates for Landscape and Lighting Maintenance Districts. 21-2355

Mayor Warren opened the public hearing.

City Clerk Key noted for the record that the City Clerk’s Department received (1) written correspondence in opposition of this item.

Accountant II, Justin Marietta, provided the staff report.

Prior to the motion being taken, Mayor Warren and Council Member Cothran recused themselves from taking action on Public Hearing Item “B” due to residing within “LMD #2”.

The following individuals spoke in opposition of the item:

1. Bobbi Jo Chavarria

Mayor Pro Tem Garcia closed the public hearing.

Council and staff discussed the possibility of future public notices being sent out both in English and in Spanish.

ACTION: Motion was made by Council Member Roberts, seconded by Council Member Sandoval, and passed by a vote of 3-0 to approve staff recommendation for Public Hearing Item “B” as follows:

1. Adopt **Resolution No. 2023-090**, of the City Council of the City of

Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 1 (“LMD #1” throughout the City) for Fiscal Year 2023-2024.

2. Adopt **Resolution No. 2023-091**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 2 (“LMD #2” Village of Heritage) for Fiscal Year 2023-2024.

3. Adopt **Resolution No. 2023-092**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 3 (“LMD #3” Hunter’s Ridge) for Fiscal Year 2023-2024.

4. Adopt **Resolution No. 2023-093**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Landscape Maintenance District No. 3-1 (“LMD #3-1” Empire Center) for Fiscal Year 2023-2024.

5. Adopt **Resolution No. 2023-094**, of the City Council of the City of Fontana, California, Confirming a Diagram and Assessment, and Levying the Assessment for Local Lighting Maintenance District No. 3 (“LLMD #3” Hunter’s Ridge) for Fiscal Year 2023-2024.

The motion carried by the following vote: AYES: Garcia, Roberts, and Sandoval: NOES: None; ABSTAIN: None

- | | | |
|-----------|--|----------------|
| C. | An Urgency Ordinance of the City Council of the City of Fontana in Accordance with Government Code Section 65858 Enacting for a Period of Forty-Five (45) Days a Moratorium on the Approval of any Building Permit, Occupancy Permit, Conditional Use Permit, Variance, Subdivision Map, Design Review or other Land Use Entitlement or Permit, or Regulatory License or Permit Required to Comply with the Provisions of the Municipal Code or Specific Plan for Service Based, Non-Entertainment Uses. | 21-2371 |
|-----------|--|----------------|

Mayor Warren opened the public hearing.

City Clerk Key noted for the record that the City Clerk’s Department received one (1) written correspondence in opposition of this item.

Deputy City Manager, Phillip Burum, provided the staff report.

The following individuals spoke in opposition of the item:

1. Bobbi Jo Chavarria

Mayor Warren closed the public hearing.

Deputy City Manager Burum provided an explanation on the proposed moratorium and the city's opportunity to conduct a study.

ACTION: Motion was made by Council Member Roberts, seconded by Council Member Cothran, and unanimously passed by a vote of 5-0 to approve staff's recommendation as amended with the modified boundaries to Public Hearing Item "C" as follows:

Waive the reading of the text in its entirety, read by title only, and adopt **Ordinance No. 1922**, "An Urgency Ordinance of the City Council of the City of Fontana in Accordance with Government Code Section 65858 Enacting for a Period of Forty-Five (45) Days a Moratorium on the Approval of any Building Permit, Occupancy Permit, Conditional Use Permit, Variance, Subdivision Map, Design Review or other Land Use Entitlement or Permit, or Regulatory License or Permit Required to Comply with the Provisions of the Municipal Code or Specific Plan for Service Based, Non-Entertainment Uses.

The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts, and Sandoval: NOES: None; ABSTAIN: None

- D.** Third Amendment to Fontana Woman's Club Operating Covenant Agreement. **21-2373**

Prior to Mayor Warren opening the public hearing, Council Member Cothran recused himself due to proximity of his property lease to the Downtown Area.

Mayor Warren opened the public hearing.

City Clerk Key noted for the record that the City Clerk's Department received one (1) written correspondence in opposition of this item.

Deputy City Manager, Philip Burum, provided the staff report and answered questions of the City Council.

The following individuals spoke in opposition of the item:

1. Bobbi Jo Chavarria

Mayor Warren closed the public hearing.

City Attorney Duran clarified that the restaurant that is being proposed is not intended to be a membership only restaurant and will be open to the public.

ACTION: Motion was made by Mayor Pro Tem Garcia, seconded by Council Member Roberts, and passed by a vote of 3-1 to approve staff recommendation for Public Hearing Item “D” as follows:

1. Adopt **Resolution No. 2023-095**, of the City Council of the City of Fontana Approving the Third Amendment to the Operating Covenant Agreement Between the City and Fontana Woman’s Club, a California Domestic Nonprofit, to Bring Current the Installment Schedule as Set Forth in the Second Amended Operating Covenant and to Effectuate Conditions for Repayment Forgiveness Thereof.
2. Find that the amendment to the Operating Covenant Agreement is exempt from the California Environmental Quality Act Review (CEQA) under Sections 15301, 15331, and 15332 of the State CEQA Guidelines and direct staff to file the Notice of Exemption within five da

The motion carried by the following vote: AYES: Warren, Garcia, and Roberts : NOES: Sandoval; ABSTAIN: None

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

No City Manager Communications were received.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

City Treasurer Koehler-Brooks wished Mayor Warren a happy birthday.

City Clerk Key wished Mayor Warren a happy birthday and acknowledged the Community Service Department staff for putting on the recent Market Night Event, and shared her experience at the event with the public.

Council Member Cothran wished Mayor Warren a happy birthday and reminded the public of the upcoming National Night Out event.

Mayor Pro Tem Garcia wished Mayor Warren a happy birthday and thanked her for her service to the community; addressed public comments related to the Downtown area and expressed his confidence in moving in the right direction by approving steps in the process to make the Revitalization of Downtown a reality.

Council Member Roberts wished Mayor Warren a happy birthday and wished the public a good night.

Council Member Sandoval wished his wife Mary a happy birthday; commented on his decision not to support the Downtown Core, the Heights at Southridge and the Citrus/Oleander Industrial Commerce Center Projects and closed his comments by thanking the Fire and Police Departments for their actions and safety of the community during recent fires.

Mayor Warren commented on the availability of diverse housing and the grand opening of the Ventana homes; spoke about information that is made available to the community regarding projects and opportunities to develop small business in the downtown area.

Mayor Warren also spoke on her recent trip to Washington, D.C. where she requested city assistance for mental health clinicians; commented on her attendance to the Street Market Night event and thanked the public for attending the event. Lastly, she urged parents to speak to their children about the dangers of Fentanyl.

ADJOURNMENT:

A. Adjournment

Mayor Warren adjourned the meeting at 10:37 p.m. to the next City Council Meeting on Tuesday, September 12th, 2023, at 7:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

Susana Gallardo
Specialist to the Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON SEPTEMBER 12TH, 2023.

Germaine Key
City Clerk

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335



Minutes

Tuesday, September 5, 2023

2:00 PM

Grover W. Taylor Council Chambers

Special City Council Meeting

Acquanetta Warren - Mayor
Peter A. Garcia - Mayor Pro Tem
John B. Roberts - Council Member
Jesus "Jesse" Sandoval - Council Member
Phillip Cothran - Council Member
Germaine Key - City Clerk
Janet Koehler-Brooks, City Treasurer

CALL TO ORDER/ROLL CALL:

A. 2:00 P.M. Call To Order/Roll Call:

The Special Meeting of the Fontana City Council was held on Tuesday, September 5, 2023, in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, CA 92335.

Mayor Warren called the meeting to order at 2:01 p.m.

ROLL CALL:

PRESENT: Mayor Warren, Mayor Pro Tem Garcia, Council Members Cothran, Roberts, and Sandoval.

ABSENT: None

City Clerk Key and City Treasurer Koehler-Brooks were also in attendance.

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

The invocation was led by Council Member Roberts, followed by the Pledge of Allegiance led by Mayor Pro Tem Garcia.

PUBLIC COMMUNICATIONS:

A. Public Communications

No public Communications were received.

CONSENT CALENDAR:

Mayor Pro Tem Garcia requested that both items "A and B" be pulled from the Consent Calendar for further discussion.

Mayor Pro Tem Garcia suggested making revisions on both the Decorum and Facility Use policies. The changes would be reflected in Section 3.5 and Section 3.6 of the Decorum policy and Section 3.1 of the Facility Usage policy.

Council Member Sandoval suggested putting aside some of the Rescue Plan Act Funds towards scholarships for San Bernardino County Seniors.

City Manager Matt Ballantyne provided clarification to City Council of the usage of the Rescue Plan Act Funds and the city's request to use the remaining funds for additional projects.

ACTION: Motion was made by Mayor Pro Tem Garcia, seconded by Council Member Roberts, and passed unanimously by a vote of 5-0 to adopt the Consent Calendar Items “A-B” with the amended changes to Item “A” and Council Member Sandoval voting NO on Consent Calendar Item “A”. The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts and Sandoval; NOES: None; ABSTAIN: None ABSENT: None

- A. Establish a decorum policy for City meetings and City facilities to create a safe and effective environment in which members of the public can participate and recreate. **21-2463**

1. Adopt the Policy for the Use of City Facilities and Other Public Property.
2. Adopt the City Council Meeting Policy.

- B. Contract amendments between the County of San Bernardino and the City of Fontana to make improvements to Veterans Park and Jack Bulik Park. **21-2456**

1. Approve Amendment No. 1 to contract 22-837 between the County of San Bernardino and the City of Fontana increasing the contract by \$130,000, for a total contract amount to \$660,000 to make improvements to Veterans Park.
2. Approve Amendment No. 1 to contract 22-834 between the County of San Bernardino and the City of Fontana decreasing the contract by \$130,000, for a total contract amount of \$1,415,000 to make improvements to Jack Bulik Park.

PUBLIC HEARINGS:

- A. ***AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65858 EXTENDING THE MORATORIUM ON THE APPROVAL OF ANY BUILDING PERMIT, OCCUPANCY PERMIT, CONDITIONAL USE PERMIT, VARIANCE, SUBDIVISION MAP, DESIGN REVIEW, ADMINISTRATIVE SITE PLAN REVIEW OR OTHER LAND USE ENTITLEMENT OR PERMIT, OR REGULATORY LICENSE OR PERMIT REQUIRED TO COMPLY WITH THE PROVISIONS OF THE MUNICIPAL CODE OR SPECIFIC PLAN FOR SERVICE BASED, NON-ENTERTAINMENT USES FOR AN ADDITIONAL TEN (10) MONTHS AND FIFTEEN (15) DAYS.*** **21-2413**

Waive the reading of the text in its entirety, read by title only, and adopt **Ordinance No.1924**, “AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65858 EXTENDING A MORATORIUM ON THE APPROVAL OF ANY BUILDING PERMIT, OCCUPANCY PERMIT, CONDITIONAL USE PERMIT, VARIANCE, SUBDIVISION MAP, DESIGN REVIEW, ADMINISTRATIVE SITE PLAN REVIEW OR OTHER LAND USE

ENTITLEMENT OR PERMIT, OR REGULATORY LICENSE OR PERMIT REQUIRED TO COMPLY WITH THE PROVISIONS OF THE MUNICIPAL CODE OR SPECIFIC PLAN FOR SERVICE BASED, NON-ENTERTAINMENT USES FOR AN ADDITIONAL TEN (10) MONTHS AND FIFTEEN (15) DAYS”.

Mayor Warren opened the public hearing.

City Clerk Key noted for the record that the City Clerk’s Department received two (2) written correspondence in opposition of this item.

Deputy City Manager, Phillip Burum, provided the staff report.

The following individuals spoke in opposition of the item:

1. Ramona Thomas

Mayor Warren closed the public hearing.

ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia to approve staff recommendation on Public Hearing Item “A”. The motion carried by a vote of 4-1 as follows: AYES: Warren, Garcia, Cothran and Roberts; NOES: Sandoval; ABSTAIN: None; ABSENT: None

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

No City Manager Communications were received.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

City Treasure Koehler-Brooks, City Clerk Key and Council Member Cothran had no Elected Officials Communication Reports.

Mayor Pro Tem Garcia commented on the well-intentioned but unsuccessful attempts at Revitalizing Downtown and the city’s success in planning efforts.

Council Member Sandoval commented on the reasoning behind not supporting Public Hearing Item “A”.

Council Member Roberts commented on continuing Fontana’s ability to finance public services and sales tax generation along Foothill Avenue and Sierra corridors.

Mayor Warren commented on her recent meeting with an organization that will bring help to all

small business and expressed interest in businesses that want to expand or improve their fascia in the front of their business or that need assistance in marketing efforts. Mayor Warren briefly spoke about her recent visit with a local business and the importance of eateries in the city.

ADJOURNMENT:

A. Adjournment

Mayor Warren adjourned the meeting at 2:38 p.m. to the next Regular City Council Meeting on September 12, 2023, at 7:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

Susana Gallardo
Specialist to the Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON SEPTEMBER 12, 2023.

Germaine Key
City Clerk



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2394

Agenda #: B.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Planning Department

SUBJECT:

Adoption of Ordinance No. 1923 (Second Reading)

RECOMMENDATION:

Second Reading / **Ordinance No. 1923**, an Ordinance of the City Council of the City of Fontana, approving a Zoning Code Amendment (ZCA No. 22-010) establishing new zoning districts within the Downtown Core and amending the text of the Zoning and Development Code to set development standards for the Downtown Core area.

COUNCIL GOALS:

- Promote economic development by pursuing business attraction, retention, and expansion.
- Enhance the local environment for future generations and create a healthy economic and environmental future by creating neighborhoods that are attractive, safe and convenient for walkers and bicyclists.
- Enhance the local environment for future generations and create a healthy economic and environmental future by adopting policies that promote compact and efficient development in new and existing communities.

DISCUSSION:

Ordinance No. 1923 was introduced by a vote of 4-1 at the July 25, 2023, Regular City Council meeting.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, APPROVING ZONING AND DEVELOPMENT CODE AMENDMENT NO. 22-010 TO ESTABLISH THE DOWNTOWN CORE LAND USE DISTRICTS AND ASSOCIATED DEVELOPMENT STANDARDS IN ORDER TO INCREASE RESIDENTIAL HOUSING AND MIXED AND COMMERCIAL USES IN THE DOWNTOWN ON 478 ACRES BOUNDED BY FOOTHILL BOULEVARD ON THE NORTH, RANDALL AVENUE ON THE SOUTH, JUNIPER AVENUE ON THE WEST, AND MANGO AVENUE ON THE EAST.

WHEREAS, on March 28, 2019, the City of Fontana applied for the State of California SB2 grant to secure fundings for the increase in housing development; and,

WHEREAS, it is the City goal to build a downtown that will provide for entertainment, retail, service and residential uses; and,

WHEREAS, the City desires to introduce six (6) new districts (Sierra Core, Gateway Core, Mixed-Use Core, Multi-Family Core, Neighborhood Core, Civic Core) to the City's downtown core, through Chapter 30 of the Fontana Municipal Code, that would allocate and increase the residential density and mixed-use development opportunities in the downtown core and foster the City's goal of creating a local and regional hub for entertainment, retail, service and residential uses in the area; and,

WHEREAS, the subject site includes 478 acres that were part of the incorporation of the City of Fontana on June 25, 1952; and,

WHEREAS, all the notices required by statute or the Fontana Municipal Code have been given as required; and,

WHEREAS, on July 18, 2023, the Planning Commission received public testimony and evidence presented by City staff, and other interested parties at a public hearing held on the Downtown Core Project EIR (State Clearinghouse No. 2022110624), General Plan Amendment No. 22-010, Zoning District Map Amendment No. 22-010, and after carefully considering all information pertaining to the proposed project, including the staff report, findings, and all information, evidence, and testimony presented, the Planning Commission recommended approval of the Project to the City Council; and,

WHEREAS, on July 25, 2023, the City Council held a duly noticed public hearing on Zoning District Map (Zone Change) Amendment No. 22-010, received testimony and the supporting documents in evidence, and found that the Zoning District Map Amendment is in conformance with the goals and policies of the General Plan to provide a community that is balanced between residential, commercial, and industrial that is developed to high standards and provides diverse economic and social opportunities for our citizens and those who wish to invest here; and,

WHEREAS, Zoning District Map Amendment (Zone Change) Amendment No. 22-010 is consistent with the goals and policies of the City of Fontana, General Plan Goal 7 of Chapter 15, “support high-quality development in design standards and land use decisions”; and,

WHEREAS, the City of Fontana wishes to protect and preserve the quality of the life throughout the City, through effective land use and planning.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. CEQA. The City Council approves this Ordinance pursuant to the certified Downtown Core Project Environmental Impact Report (State Clearinghouse No. 2022110624). The City Council finds that the EIR contains a complete and accurate reporting of all the environmental impacts associated with the Ordinance. The City Council further finds that the EIR has been completed in compliance with CEQA, 2019 Local Guidelines for Implementing the California Environmental Quality Act, and the State CEQA Guidelines. Further, based on the CEQA Sections 15162 through 15164, staff has determined that none of the criteria requiring a subsequent environmental document have been met and that further environmental analysis is not required. A Notice of Determination has been prepared.

SECTION 3. Findings. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety and welfare of the community.

SECTION 4. Findings Pursuant to Section 30-40 of FMC. The City of Fontana City Council hereby makes the following findings for Zoning and Development Code Amendment No. 22-010 in accordance with Section 30-40 “Purpose” of the Fontana Zoning and Development Code:

Finding: **The Zoning and Development Code may be amended by changing the development standards (text) or zoning designation map boundaries of any zone whenever such an amendment is deemed necessary to protect or promote the public's health, safety, or general welfare or when modification is viewed as appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan.**

Findings of Fact: The City of Fontana is implementing the following six “core” districts within the City’s Downtown: the Civic Core, Gateway Core, Multi-Family Core, Mixed-Use Core, Neighborhood Core and Sierra Core. The Sierra Core will be the heart of the

Downtown and allow seventy (70) units per acre with commercial development required on the first floor. The goal is to allow desirable development with attractive architecture, pedestrian amenities and commercial development to create a vibrant Downtown. The Gateway and Mixed-Use Core districts will allow for mixed-use development with incentives to permit a density of up to fifty (50) units per acre with commercial development. Currently, the Form Based Code limits development up to thirty-nine (39) units per acre. The Multi-Family Core will allow for multi-family development up to thirty-nine (39) per acre and up to fifty (50) units per acre with a one-acre lot assemblage. This area will act as a buffer between the Core districts previously mentioned and the lower density Neighborhood Core. The Neighborhood Core allows for single-family development, but does allow incentives to permit an extra accessory dwelling unit (ADU) in addition to the State mandate on ADU's. Multi-family development is permitted in the Neighborhood Core, but the minimum lot size is one acre.

SECTION 5. Approval. The City Council approves Zoning and Development Code Amendment No. 22-010 to amend the Zoning and Development Code to implement the Downtown Core as shown on **Exhibit A** (Attachment No. 7), and attached hereto and by this reference incorporated as though fully set forth herein.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after the date of the adoption. This Ordinance shall be published by the City Clerk at least once in the Herald News or other local newspaper of the general circulation, published and circulated in the City of Fontana, and henceforth and thereafter the same shall be in full force and effect.

SECTION 7. Publication. This Ordinance shall be published by the City Clerk at least once in the Herald News or other local newspaper of the general circulation, published and circulated in the City of Fontana, and henceforth and thereafter the same shall be in full force and effect.

SECTION 8. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remainder of the Ordinance. Council hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions may be declared invalid or unconstitutional.

SECTION 9. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian or records is the City Clerk.

APPROVED AND ADOPTED this 25th day of July 2023.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 25th day of July 2023, and was finally passed and adopted not less than five days thereafter on the 12th day of September 2023, by the following vote to wit:

AYES:

NOES:

ABSENT:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

Ordinance for Zone Change – Exhibit A

ARTICLE III FORM-BASED CODE

DIVISION 1. ADMINISTRATION

DIVISION 3. PERMITTED LAND USES

Sec. 30-359. Uses permitted.

This section of the Form-Based Code establishes the permitted land uses in each district and the corresponding permit requirements. A parcel or building subject to the Form-Based Code shall be occupied with only the land uses allowed by Table 30-300.A—Land Uses. Definitions of allowed land uses are provided in Section 30-632 List of definitions.

- (1) Section 30-405—Overall Form-Based Code district map illustrates the overall land use plan for the Form-Based Code areas.
- (2) If a land use is not defined in this section, the Director of Community Development may determine that the use is not permitted, or determine the appropriate definition and determine the proposed use to be permitted provided the Director of Community Development approves a Director's determination and makes the following findings in writing:
 - a. The land use will not impair the orderly implementation of the City of Fontana General Plan.
 - b. The land use is consistent with the purpose of the applicable zoning district.
 - c. The characteristics and activities associated with the proposed land use are similar to one or more of the listed land uses in Table 30-359.A—Land Uses and will not produce greater impacts than the land uses listed for the zoning district.
 - d. The land use will be compatible with the other land uses allowed in the zoning district.
 - e. The land use is not listed as allowed in another zoning district.
- (3) A "P" indicates a use is permitted by right subject to design review by the Planning Commission or administrative site plan review by the Director of Community Development.
- (4) An "M" indicates the use requires the granting of a minor use permit (MUP).

- (5) A "C" indicates the use requires the granting of a conditional use permit (CUP).
- (6) A "—" means the use is not permitted in that zoning district. Any use that is not listed is not permitted.
- (7) Uses marked with an asterisk "*" indicate that the use is not permitted on the ground floor except on Sierra Avenue.
- (8) Uses marked with an S superscript "^S" indicate that the use is subject to special use regulations in (reference specific use regulations) Section 30-360.
- (9) Uses marked with a DT superscript "^{DT}" indicate that the requirement pertains to parcels within the downtown boundary.

Table 30-359.A.—Land Uses

	Civic	Station Area	Downtown Gateway	Neighborhood	Multi-Family	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Administrative/Professional										
Architectural, design, and engineering services	P	P	P	—	—	P	P	P	P	P
Attorney/legal services	—	P	P	—	—	P	P	P	P	P
Banks/financial institutions, credit unions and remote ATMs (stand-alone facilities—without drive-thru)	—	P	P	—	—	P	P	P	P	P
Banks/financial institutions, credit unions and remote ATMs (with drive-thru)	—	—	M	—	—	M	P	P	P	P
Brokerage firms and financial institutions	—	P	P	—	—	P	P	P	P	M
Exhibit halls and galleries with 15% or less retail sales area	—	P	P	—	—	P	P	P	P	P
General administrative offices	—	P	P	—	—	P	P	P	P	P
Government offices	P	P	P	—	—	P	P	P	P	P
Insurance and accounting offices	—	P	P	—	—	P	P	P	P	P
Massage/acupressure as primary use	—	—	M	—	—	M ^{DT} C	C	C	C	M
Massage as ancillary use to primary permitted use—less than 40% of gross floor area of business	—	M	M	—	—	M	M	M	M	M
Real estate, escrow & property management offices	—	P	P	—	—	P	P	P	P	P
Recording/film studios	—	M	M	—	—	M	M	M	M	P
Animal Services										
Feed, tackle supplies for large animals	—	—	—	—	—	—	—	—	—	—
Pet boarding and kennels	—	M	M	—	—	M	M	M	M	—
Pet grooming	—	P	P	—	—	P	P	P	P	P

Veterinarian clinic and hospitals (with incidental boarding)	—	—	—	—	—	—	P	P	P	P
Pet sales and supplies (without outdoor storage)	—	—	P	—	—	P	P	P	P	P
Alcoholic Beverage Sales										
Alcoholic sales for off-site consumption, with or without tasting room	M	M	M	—	—	M	C	C	C	M
On-site sales in connection w/restaurant	M	M	M	—	—	M	C	C	C	M
Restaurant and café with entertainment and/or dancing	—	M	M	—	—	—	—	—	—	—
Manufacturing, including winery or micro-brewery with tasting room and no restaurant	M	M	M	—	—	M	C	C	C	M
Micro-breweries in connection with restaurant (Brew Pub)	M	M	M	—	—	M	C	C	C	M
Micro-breweries without tasting room	—	—	—	—	—	—	—	—	C	—
Educational/Instructional/Day Care Uses										
Adult day care	—	—	M	—	—	M	C	C	C	M
Children tutorial classes	—	—	M	—	—	M	M	M	M	M
Colleges—public and private	M	M	M	—	—	M	C	C	C	C
Schools—elementary, middle, secondary, high, private	M	M	M	M ^{DT} C	M ^{DT} C	M	C	C	C	C
Studio—Art, Dance, Martial Arts, Music (School) with greater than 1,500 sq. ft. GFA	P	M	M	—	—	P	M	M	M	M
Studio—Art, Dance, Martial Arts, Music (School)with less than 1,500 sq. ft. GFA	P	P	P	—	—	M	M	M	M	M
Licensed nurseries, pre-schools and day care facilities for children	—	M	M	—	—	M	M	M	M	M
Adult vocational classes, trade schools, computer training	—	—	M	—	—	M ^{DT} C	M	C	C	C

Traffic and automobile driving schools	—	—	—	—	—	— ^{DT} C	C	C	C	C
Food/Restaurants/Eating Establishments										
Bakery—primarily retail sales	P	P	P	—	—	P	P	P	P	P
Banquet Hall as ancillary use to primary permitted use	M	M	M	—	—	—	C	C	C	C
Catering services as primary use—may include on-site dining facilities	—	—	—	—	—	M ^{DT} P	P	P	P	—
Ice cream, juice, tea and candy shops	P	P	P	—	—	P	P	P	P	P
Restaurant/coffee shop with drive thru	—	—	—	—	—	—	M S	M	M	—
Restaurant/coffee shop without drive thru facilities or alcohol sales	P	P	P	—	—	P	P	P	P	P
Outdoor dining in public right-of-way	p ^S	p ^S	p ^S	—	—	p ^S -DT	—	—	—	—
General Merchandise/Retail Trade										
Antiques retail sales (excludes pawn shop)	—	P	P	—	—	P	P	P	P	P
Consumer electronics, computer and phone equipment retail sales	—	P	P	—	—	P	P	P	P	P
Art gallery with retail sales (If retail sales area is less than 15%, see exhibit hall and gallery under Administrative/Professional)	—	P	P	—	—	P	P	P	P	P
Art supplies, framing	—	P	P	—	—	P	P	P	P	P
Beauty supplies	—	P	P	—	—	P	P	P	P	P
Books and magazines	—	P	P	—	—	P	P	P	P	P
Camera and photographic supplies	—	P	P	—	—	P	P	P	P	P
Clothing/shoe stores	—	P	P	—	—	P	P	P	P	P
Cigar/cigarette/smoke shops/electronic cigarettes as a primary use	—	—	—	—	—	—	C	C	C	—
Consignment clothing sales	—	P	P	—	—	P	P	P	P	P
Farmer's Market	M ^S	M ^S	M ^S	—	—	—	—	—	—	—
Convenience stores	—	—	—	—	—	—	P	P	P	P

Floor covering (carpet, tile, and similar)	—	—	—	—	—	—	P	P	P	—
Florists	—	P	P	—	—	P	P	P	P	P
Food/drug store (less than 5,000 square feet GFA)	—	P	P	—	—	P	P	P	P	P
Food/drug store (greater than 5,000 square feet GFA)	—	—	—	—	—	—	M	M	M	—
Fabric stores (less than 5,000 square feet GFA)	—	P	P	—	—	P	P	P	P	P
Firearms, ammunition, related products, assembly—retail sales	—	—	C	—	—	—	—	—	—	—
Furniture, office and home furnishings	—	—	P	—	—	P	P	P	P	P
Garden supply with outdoor display of plants	—	—	—	—	—	P	P	—	—	—
General merchandise, specialty, gift, craft items, candles, house wares, and variety (non-discount) stores	—	P	P	—	—	P	P	P	P	P
Hardware/home improvement stores	—	P	P	—	—	P	P	P	P	P
Health, herbal, botanical stores	—	P	P	—	—	P	P	P	P	P
Hobby, toy and game	—	—	P	—	—	P	P	P	P	P
Hookah lounge/smoking room	—	—	—	—	—	C	C	C	C	C
Indoor swap meets/concession malls	—	—	—	—	—	—	—	—	—	—
Interior decorating, linen, and bath stores	—	P	P	—	—	P	P	P	P	P
Jewelry sales and repair (excludes pawn shop)	—	P	P	—	—	P	P	P	P	P
Leather goods and equipment	—	P	P	—	—	P	P	P	P	P
Musical instruments	—	P	P	—	—	P	P	P	P	P
Office supplies/stationery/cards	—	P	P	—	—	P	P	P	P	P
Pharmacies (without drive-thru)	—	P	P	—	—	P	P	P	P	P
Pharmacies (with drive-thru)	—	—	—	—	—	—	P	P	P	—
Sporting goods and equipment (no gun sales)	—	P	P	—	—	P	P	P	P	P

Thrift stores/second-hand store	—	—	—	—	—	—	M	M	M	—
Lodging Places										
Bed and Breakfast	—	—	—	M ^S	—	M ^{S-DT} —	—	—	—	—
Hotels and motels	M	M	M	—	—	M	M	M	M	—
Medical/Health Services										
Acute care/walk-in medical services (urgent care)	—	—	M	—	—	—	P	P	C	C
Ambulance services	—	—	—	—	—	—	—	—	—	—
Hospitals	—	—	—	—	—	—	—	—	—	—
Medical/dental/counseling/psychology/hearing aids/acupuncture/homeopathy/physical therapy/sports therapy	—	P	P	—	—	P	P	P	P	P
Optometry sales	—	P	P	—	—	P	P	P	P	P
Motor Vehicle Services										
Auto body and painting (primary use)	—	—	—	—	—	—	—	—	—	—
Auto broker offices	—	—	—	—	—	—	P	P	P	—
Auto car washes	—	—	—	—	—	—	M	M	M	—
Auto and motorcycle sales—new and used	—	—	—	—	—	—	M ^S	M ^S	M ^S	—
Auto rental agencies with parking for vehicle rentals	—	—	—	—	—	—	M	M	M	—
Auto/motorcycle repair—general, including quick lube, smog check, transmission service	—	—	—	—	—	—	C ^S	C ^S	C ^S	—
Auto upholstery	—	—	—	—	—	—	—	—	—	—
Auto car alarm and stereo installation (within an enclosed building only)	—	—	—	—	—	—	C	C	C	—
Commercial parking facilities and garages	P	P	P	—	—	p ^{DT} —	—	—	—	—
Gas/service station	—	—	—	—	—	—	C	C	C	—
Gas station with mini mart, car wash and/or restaurant	—	—	—	—	—	—	C	C	C	—

Truck, trailer and equipment rentals	—	—	—	—	—	—	—	—	—	—
Personal Services										
Barber, hair/nail/skincare/tanning salon and day spa	—	P	P	—	—	P	P	P	P	P
Body art (tattooing, body piercing, and/or permanent cosmetics)	—	—	P	—	—	P	P	P	P	P
Check cashing/deferred deposit or payday advance uses with or without ancillary services	—	—	—	—	—	—	—	—	—	—
Cemeteries, crematory, mortuary and mausoleums	—	—	—	—	—	—	—	—	—	—
Dry cleaners/laundry—non-commercial	—	—	P	—	—	P	P	P	P	P
Fortunetelling	—	P	P	—	—	—	P	—	P	—
Funeral parlors	—	—	—	—	—	—	—	—	—	—
Locksmith/key shops	—	P	P	—	—	P	P	P	P	—
Pawnshops/cash for gold and diamonds (as primary use)	—	—	—	—	—	—	—	—	—	—
Photocopying and photo developing (retail)	—	P	P	—	—	P	P	P	P	P
Photography studios	—	P	P	—	—	P	P	P	P	P
Postal services/mail box rentals	—	—	P	—	—	P	P	P	P	P
Shoe repair	—	P	P	—	—	P	P	P	P	P
Tailor and alterations	—	P	P	—	—	P	P	P	P	P
Public Facilities/Utilities										
Public park	P	P	P	P	P	P	P	P	P	P
Public maintenance yard and other non-office uses	P	M	M	—	—	M	M	M	M	M
Public utility structures	M	M	M	M	M	M	M	M	M	M
Recreation/Entertainment										
Cyber café	—	—	—	—	—	—	—	—	—	—
Billiards and pool halls	—	—	—	—	—	—	—	—	—	—
Escape rooms	P	P	P	—	—	P	P	P	P	P
Game and video arcades	—	M	M	—	—	M ^{DT} C	C	C	C	M

Golf course and driving ranges	—	—	—	—	—	—	—	C	C	—
Health and fitness clubs	P	M	M	—	—	M	M	M	M	M
Indoor—amusement/recreation/sports fields and courts/skating/batting cages/roller hockey facilities (not within a public park)	—	M	M	—	—	M	C	C	C	M
Outdoor amusement/recreation/sports fields and courts/skating/batting cages/roller hockey facilities (not within a public park)	—	M	M	—	—	M	M	M	M	M
Public assembly/auditoriums/meeting halls/religious facilities	M ^S	M ^S	M ^S	C ^S	C ^S	M ^{S-DT} C ^S	C ^S	C ^S	C ^S	M ^S
Theatres (live stage and movie) and concert halls	M	M	M	—	—	M ^{DT} C	C	C	C	M
Repair Services										
Antique restoration	—	—	—	—	—	—	M	M	M	—
Equipment and appliance repair	—	—	—	—	—	—	M	M	M	—
Furniture refinishing	—	—	—	—	—	—	M	M	M	—
Furniture upholstery	—	—	—	—	—	—	M	M	M	—
Residential Uses										
Accessory structures	P	P	P	P	P	P	P	P	P	P
Assisted living facilities	—	M	M	C	C	C M ^{DT}	C	C	C	C
Accessory dwelling units	P	P	P	P	P	P	P	P	P	P
Junior accessory dwelling units	—	—	—	P	—	P	—	—	—	P
Parolee home	—	—	—	—	—	—	—	—	—	—
Residential care facility (6 or fewer persons)	—	P	P	P	P	P	P	P	P	P
Residential care facility (7 or more persons)	—	M	M	M	M	M	M	M	M	M
Multiple-family development	—	P	P	—	P	P	P	P	P	P

Residential within mixed-use development having a commercial component (may include senior, affordable, market rate, etc.)	—	P	P	—	—	P	P	P	P	P
Senior housing	—	M	M	M	M	M	M	M	M	M
Live/work (as a part of a mixed-use development or stand-alone)	—	M ^S	M ^S	—	—	M ^S	M ^S	M ^S	M ^S	—
Detached, single family dwellings	—	—	—	P	—	P	—	—	—	P
Student housing/dormitory/group quarters	—	M	M	—	M ^{DT} C	M ^{DT} C	C	C	C	—
Small family childcare (1 to 6 children)	—	P	P	P	P	P	P	P	P	P
Large family childcare (7 to 14 children)	—	—	—	M	M	—	—	—	—	M
Service/Non-Profit Organizations										
Civic buildings/uses	P	P	P	P	P	P	P	P	P	P
Offices for philanthropic, charitable, civic and service organizations	—	P	P	—	—	P	P	P	P	P
Temporary political campaign offices and headquarters	P	P	P	—	—	P	P	P	P	P
Miscellaneous										
Industrial uses	—	—	—	—	—	—	—	—	—	—
Adult-oriented uses	—	—	—	—	—	—	—	—	—	—

P=Permitted;
 M=Minor Use Permit;
 C=Conditional Use Permit;
 "—"=Not Permitted;
 "*" =Not permitted on the ground floor, except on Sierra Avenue;
 "S" =Special use regulations;
 "DT" =Pertaining to parcels within the Downtown boundary

Table 30-359.B—Land Uses

	Civic Core	Sierra Core	Gateway Core	Mixed-Use Core	Multi-Family Core	Neighborhood Core
Administrative/Professional						
Architectural, design, and engineering services	P	P	P	P	--	--
Attorney/legal services	P	P	P	P	--	--
Banks/financial institutions, credit unions and remote ATMs (stand-alone facilities—without drive-thru)	P	P	P	P	--	--
Banks/financial institutions, credit unions and remote ATMs (with drive-thru)	--	--	M	M	--	--
Brokerage firms and financial institutions	P	P	P	P	--	--
Exhibit halls and galleries with 15% or less retail sales area	P	P	P	P	--	--
General administrative offices	P	P	P	P	--	--
Government offices	P	P	P	P	--	--
Insurance and accounting offices	P	P	P	P	--	--
Massage/acupressure as primary use	--	--	--	C	--	--
Massage as ancillary use to primary permitted use—less than 40% of gross floor area of business	M	M	M	M	--	--
Real estate, escrow & property management offices	P	P	P	P	--	--
Recording/film studios	M	M	M	M	--	--
Animal Services						
Feed, tackle supplies for large animals	--	--	--	--	--	--
Pet boarding and kennels	--	--	--	C	--	--
Pet grooming	--	--	--	P	--	--
Veterinarian clinic and hospitals (with incidental boarding)	--	--	--	C	--	--
Pet sales and supplies (without outdoor storage)	--	--	P	P	--	--
Alcoholic Beverage Sales						
Alcoholic sales exclusively for off-site consumption	--	--	M	M	--	--
On-site sales in connection w/restaurant	M	M	M	M	--	--
Restaurant and café with entertainment and/or dancing	M	M	M	--	--	--
Manufacturing, including winery or micro-brewery with tasting room and no restaurant	M	M	M	M	--	--
Micro-breweries in connection with restaurant (Brew Pub)	M	M	M	M	--	--
Micro-breweries without tasting room	—	—	—	—	—	—
Educational/Instructional/Day Care Uses						

Adult day care	--	--	--	M	--	--
Children tutorial classes	--	--	--	M	--	--
Colleges—public and private	M	--	M	M	--	--
Schools—elementary, middle, secondary, high, private	--	--	--	M	M	M
Studio—Art, Dance, Martial Arts, Music (School) with greater than 1,500 sq. ft. GFA	--	--	P	P	--	--
Studio—Art, Dance, Martial Arts, Music (School)with less than 1,500 sq. ft. GFA	--	--	P	M	--	--
Licensed nurseries, pre-schools and day care facilities for children	--	--	--	M	--	--
Adult vocational classes, trade schools, computer training	M	--	M	M	--	--
Traffic and automobile driving schools	—	—	—	—	—	—
Food/Restaurants/Eating Establishments						
Bakery—primarily retail sales	P	P	P	P	--	--
Banquet Hall as ancillary use to primary permitted use	M	--	M	--	--	--
Catering services as primary use—may include on-site dining facilities	M	M	M	M	--	--
Ice cream, juice, tea and candy shops	P	P	P	P	--	--
Restaurant/coffee shop with drive thru	--	--	--	--	--	--
Restaurant/coffee shop without drive thru facilities or alcohol sales	P	P	P	P	--	--
Outdoor dining in public right-of-way	p ^S	p ^S	p ^S	p ^S	--	--
General Merchandise/Retail Trade						
Antiques retail sales (excludes pawn shop)	M	M	M	M	--	--
Consumer electronics, computer and phone equipment retail sales	P	P	P	P	--	--
Art gallery with retail sales (If retail sales area is less than 15%, see exhibit hall and gallery under Administrative/Professional)	P	P	P	P	--	--
Art supplies, framing	P	P	P	P	--	--
Beauty supplies	P	P	P	P	--	--
Books and magazines	P	P	P	P	--	--
Camera and photographic supplies	P	P	P	P	--	--
Clothing/shoe stores	P	P	P	P	--	--
Cigarette/smoke shops/electronic cigarettes as a primary use	--	--	--	--	--	--

Cigar sales only	P	P	P	P	--	--
Cigar lounge/hookah lounge/smoking room	C	C	C	C	--	--
Consignment clothing sales	C	C	C	C	--	--
Farmer's Market	M ^S	M ^S	M ^S	--	--	--
Convenience stores	--	--	C	C	--	--
Floor covering (carpet, tile, and similar)	--	--	P	P	--	--
Florists	P	P	P	P	--	--
Food/drug store	--	--	P	P	--	--
Fabric stores	--	--	P	P	--	--
Firearms, ammunition, related products, assembly—retail sales	--	--	--	--	--	--
Furniture, office and home furnishings	--	--	P	P	--	--
Garden supply with outdoor display of plants	--	--	P	P	--	--
General merchandise, specialty, gift, craft items, candles, house wares, and variety (non-discount) stores	P	P	P	P	--	--
Hardware/home improvement stores	--	--	P	P	--	--
Health, herbal, botanical stores	P	P	P	P	--	--
Hobby, toy and game	P	P	P	P	--	--
Indoor swap meets/concession malls	--	--	--	--	--	--
Interior decorating, linen, and bath stores	--	--	P	P	--	--
Jewelry sales and repair (excludes pawn shop)	P	P	P	P	--	--
Leather goods and equipment	P	P	P	P	--	--
Musical instruments	P	P	P	P	--	--
Office supplies/stationery/cards	P	P	P	P	--	--
Sporting goods and equipment (no gun sales)	M	M	M	M	--	--
Thrift stores/second-hand store	--	--	--	P	--	--
Lodging Places						
Bed and Breakfast	M	M	M	M ^S	--	M ^S
Hotels	M	M	M	M	--	--
Motels	--	--	--	--	--	--
Medical/Health Services						
Acute care/walk-in medical services (urgent care)	--	--	--	P	--	--
Ambulance services	--	--	--	--	--	--
Hospitals	--	--	--	--	--	--

Medical/dental/counseling/psychology/hearing aids/acupuncture/homeopathy/physical therapy/sports therapy	M	--	M	P	--	--
Optometry sales	P	P	P	P	--	--
Motor Vehicle Services						
Auto body and painting (primary use)	--	--	--	--	--	--
Auto broker offices	--	--	--	--	--	--
Auto car washes	--	--	--	--	--	--
Auto and motorcycle sales—new and used	--	--	--	--	--	--
Auto rental agencies with parking for vehicle rentals	--	--	--	--	--	--
Auto/motorcycle repair—general, including quick lube, smog check, transmission service	--	--	--	--	--	--
Auto upholstery	--	--	--	--	--	--
Auto car alarm and stereo installation (within an enclosed building only)	--	--	--	--	--	--
Commercial parking facilities and garages	P	P	P	P	--	--
Gas/service station	--	--	C	C	--	--
Gas station with mini mart, car wash and/or restaurant	--	--	C	C	--	--
Truck, trailer and equipment rentals	--	--	--	--	--	--
Personal Services						
Barber, hair/nail/skincare/tanning salon and day spa	M	M	M	P	--	--
Body art (tattooing, body piercing, and/or permanent cosmetics)	C	C	C	P	--	--
Check cashing/deferred deposit or payday advance uses with or without ancillary services	--	--	--	--	--	--
Cemeteries, crematory, mortuary and mausoleums	--	--	--	--	--	--
Dry cleaners/laundry—non-commercial	--	--	--	P	--	--
Fortunetelling	--	--	--	M	--	--
Funeral parlors	--	--	--	--	--	--
Locksmith/key shops	--	--	--	P	--	--
Pawnshops/cash for gold and diamonds (as primary use)	--	--	--	--	--	--
Photography studios	--	--	--	P	--	--
Postal services/mail box rentals	--	--	--	P	--	--
Shoe repair	--	--	--	P	--	--
Tailor and alterations	--	--	--	P	--	--

Public Facilities/Utilities						
Public park	P	P	P	P	P	P
Public maintenance yard and other non-office uses	P	--	M	M	--	--
Public utility structures	M	M	M	M	M	M
Recreation/ Entertainment						
Billiards and pool halls	M	M	M	--	--	--
Escape rooms	P	P	P	P	--	--
Game and video arcades	M	M	M	M	--	--
Golf course and driving ranges	--	--	--	--	--	--
Health and fitness clubs	--	--	M	M	--	--
Indoor—amusement/recreation/sports fields and courts/skating/batting cages/roller hockey facilities (not within a public park)	M	M	M	M	--	--
Outdoor amusement/recreation/sports fields and courts/skating/batting cages/roller hockey facilities (not within a public park)	--	--	M	M	--	--
Public assembly/auditoriums/meeting halls/religious facilities	C ^S	C ^S	M ^S	M ^S	C ^S	C ^S
Theatres (live stage and movie) and concert halls	M	M	M	M	--	--
Repair Services						
Antique restoration	--	--	--	--	--	--
Equipment and appliance repair	--	--	--	--	--	--
Furniture refinishing	--	--	--	--	--	--
Furniture upholstery	--	--	--	--	--	--
Residential Uses						
Accessory structures	P	P	P	P	P	P
Assisted living facilities	—	—	M	M	C	C
Parolee home	--	--	--	--	--	--
Residential care facility (6 or fewer persons)	--	--	--	--	--	--
Residential care facility (7 or more persons)	--	--	--	--	--	P
Multiple-family development	--	--	--	--	P	P ^S
Residential within mixed-use development having a commercial component (may include senior, affordable, market rate, etc.)	P	P	P	P	--	--
Senior housing	M	M	M	M	M	M

Live/work (as a part of a mixed-use development or stand-alone)	p ^s	p ^s	p ^s	p ^s	--	--
Detached, single family dwellings	--	--	--	P	--	P
Student housing/dormitory/group quarters	--	--	M	M	M	--
Small family childcare (1 to 6 children)	--	--	P	P	P	P
Large family childcare (7 to 14 children)	--	--	--	--	M	P
Service/Non-Profit Organizations						
Civic buildings/uses	P	P	P	P	P	P
Offices for philanthropic, charitable, civic and service organizations	P	P	P	P	--	--
Temporary political campaign offices and headquarters	P	P	P	P	--	--
Miscellaneous						
Industrial uses	—	—	—	—	—	—
Adult-oriented uses	—	—	—	—	—	—
P=Permitted; M=Minor Use Permit; C=Conditional Use Permit; "--"=Not Permitted; "S"=Special use regulations						

DIVISION 4. DEVELOPMENT STANDARDS BY ZONING DISTRICT

Sec. 30-361. Civic district.

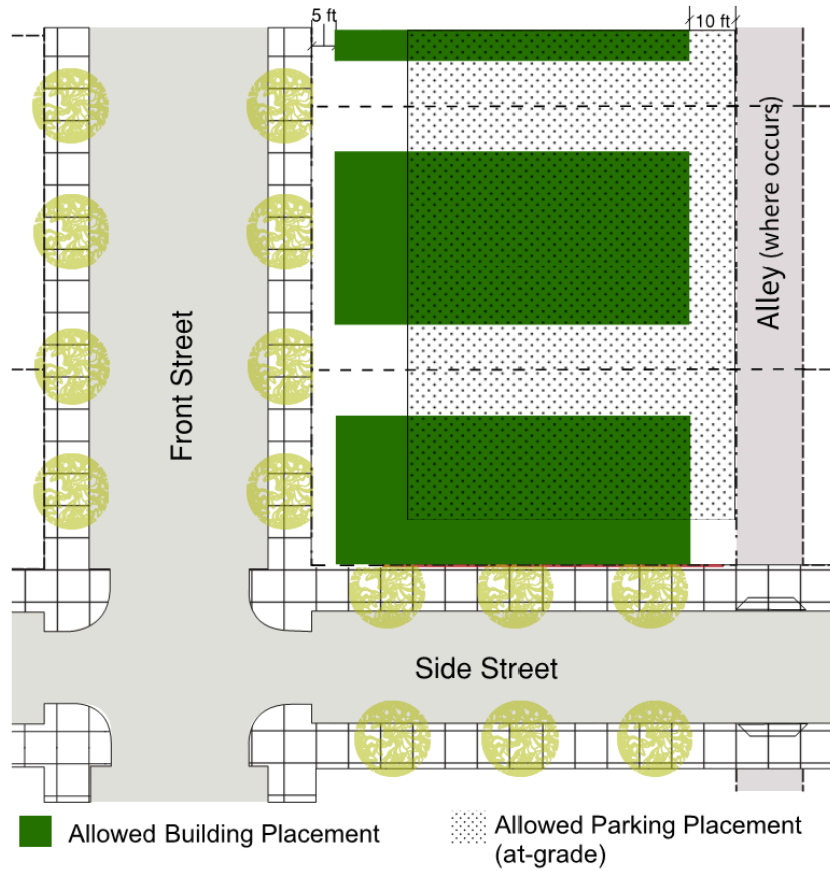
The civic district consists primarily of civic and institutional uses and active and passive recreation areas.

Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	5	25	-
ii.	Side Street	0	15	-
iii.	Side (Interior)	-	-	10
iv.	Rear yard	-	-	10

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	1/18	25/75	4/55	-
Liner	1/18	75/75	4/55	-
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking	
Non-Residential Uses	65% of cumulative parking requirements per FMC
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:	
Setback	
Front Street	Min. 20 ft
Side Street	Min. 5 ft
Side interior	0 ft
Rear property/rear alley	0 ft./min ft



Frontage Types

- Forecourt
- Arcade
- Gallery

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical min. 8 ft. clear
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-362. Station area district.

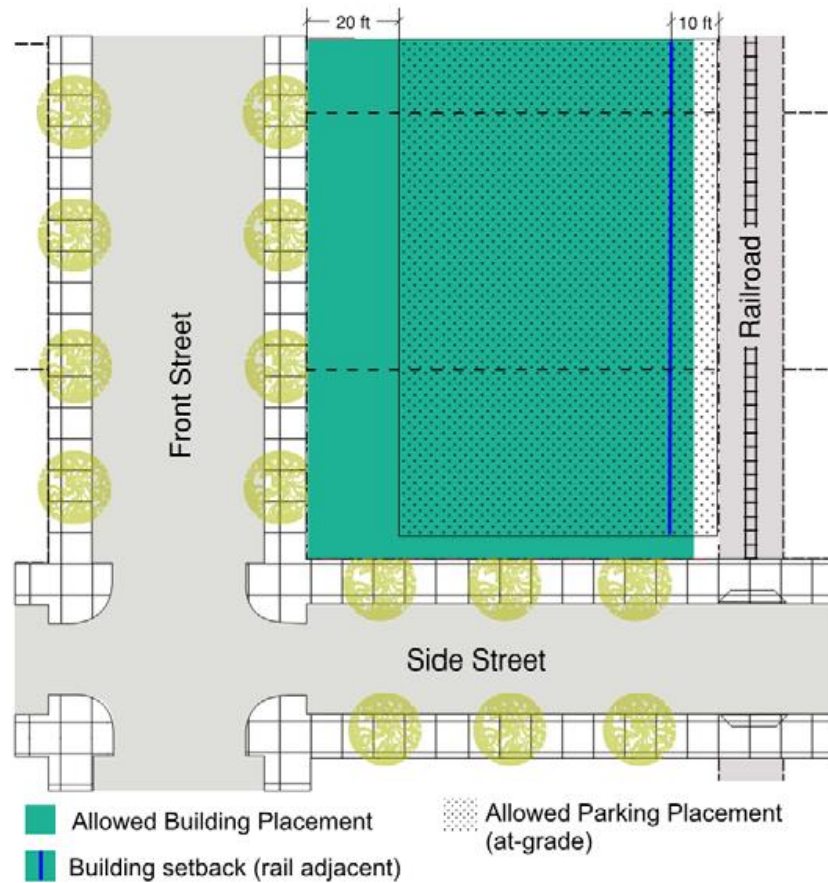
The station area district includes the Metrolink station and Omnitrans bus terminal as the primary anchors. This area provides a transition between the retail district, the south Sierra gateway district and Chaffey College.

Residential or Mixed-Use Density		Minimum 15 units/acre		Maximum 39 units/acre
		—		2.0
Commercial Floor Area Ratio (without a residential component)		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft.)	Min. (ft.)
i.	Front Street	0	10	-
ii.	Side Street	0	10	-
iii.	Side (Interior)	-	-	0
iv.	Rear yard	-	-	5
		rail-adjacent	-	10

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Court	1/18	100/100	4/55	150/150
Flex	2/30	25/100	4/55	400/150
Hybrid	2/30	150/160	4/55	400/150
Liner	2/30	100/100	4/55	200/150
Live/Work	2/24	75/80	3/40	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedroom	1.5 spaces per unit
Non-Residential Uses	No Parking Required	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	
Side interior	0 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Forecourt
- Shopfront
- Arcade
- Gallery
- Stoop

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical min. 8 ft. clear
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-363. Downtown gateway district.

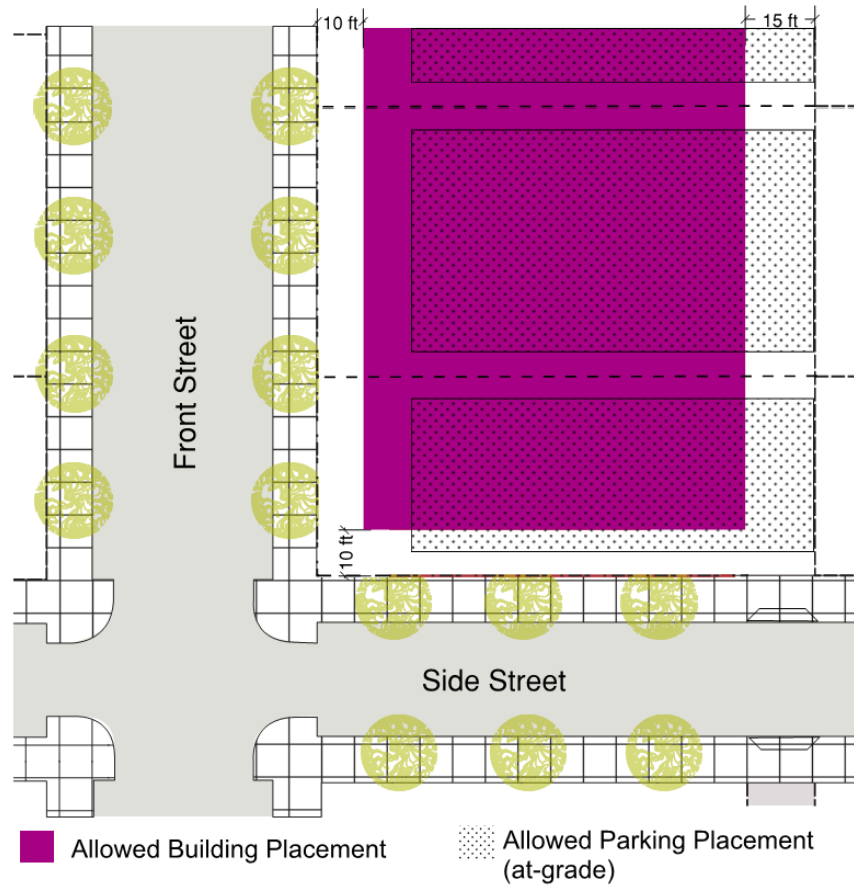
The downtown gateway district is primarily intended for commercial retail and personal service uses. New development should incorporate pedestrian elements to help serve as a transition to surrounding land uses.

Residential or Mixed-Use Density		Minimum		Maximum
		15 units/acre		39 units/acre
Commercial Floor Area Ratio (without a residential component)		—		2.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	5	35	-
ii.	Side Street	5	20	-
iii.	Side (Interior)	-	-	0
iv.	Rear yard	-	-	15

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	2/30	25/100	5/70	400/150
Hybrid	3/40	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Court	2/24	100/100	5/70	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedroom	1.5 spaces per unit
Non-Residential Uses	No parking required	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	
Side interior	5 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Forecourt
- Lightcourt
- Shopfront
- Arcade
- Gallery
- Stoop

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment					Vertical min. 8 ft. clear
	Horizontal					
	Front	St. Side	Rear	Side		
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A		
Balcony	4 ft. max			min. 5 ft. from PL		
Bay window	4 ft. max on upper floors only					
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL		

Sec. 30-364. Neighborhood district.

The neighborhood district is an area primarily developed with single-family detached homes. New development should preserve and exemplify the character of existing neighborhoods.

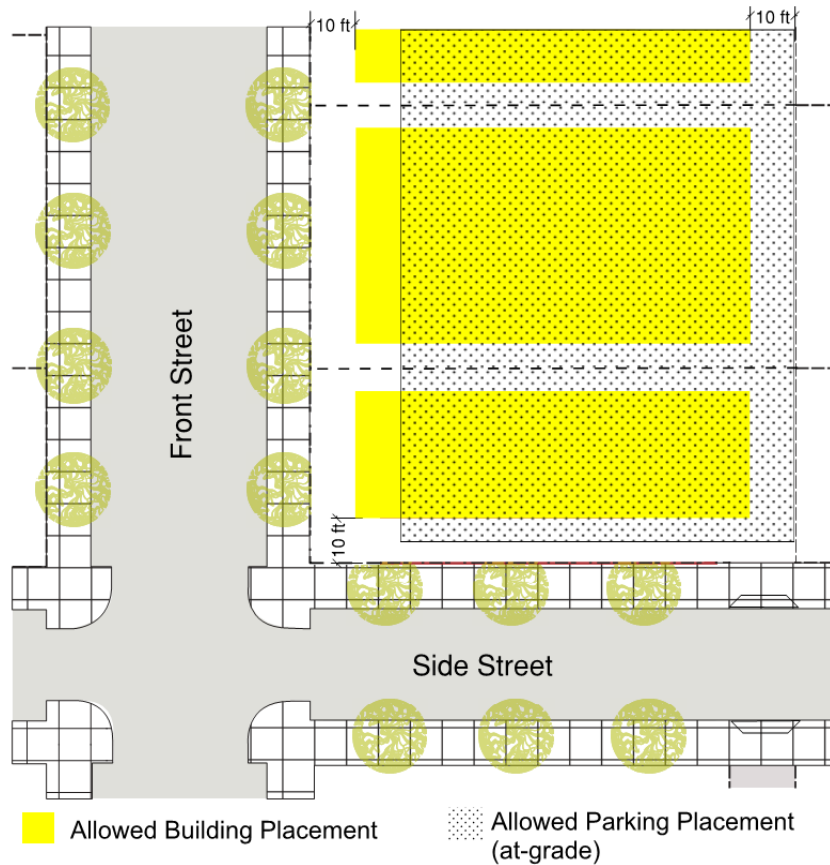
Single-Family Density		Minimum		Maximum
		3 units/acre		5 units/acre
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft.)	Min. (ft.)
i.	Front Street	10	25	-
ii.	Side Street	10	20	-
iii.	Side (Interior)	-	-	5
iv.	Rear yard	-	-	10

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Single Family	1/15	50/75	3/40	75/100
Flex (non-residential only)	1/24	—	3/40	—

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Living area or a front porch shall be forward of the garage if provided.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space
	2 to 4 bedrooms	2 spaces
	5+ bedrooms	3 spaces
Non-Residential Uses	65% of cumulative parking requirements per FMC	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	
Side interior	0 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Porch
- Stoop
- Dooryard

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	min. 8 ft. clear
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-365. Multi-family district.

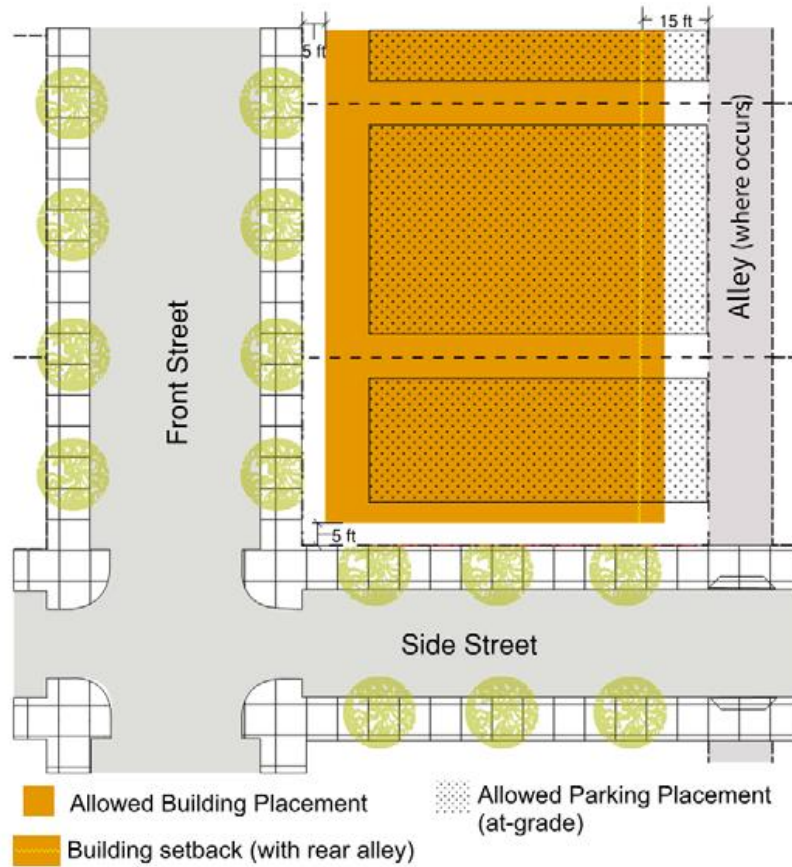
The multi-family district provides higher densities focused along the fringe of the more urban development. New development should incorporate increased density with architectural design and materials that exemplify one of the designated architectural styles.

Multi-Family Density		Minimum		Maximum
		12 units/acre		39 units/acre
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	5	20	-
ii.	Side Street	5	10	-
iii.	Side (Interior)	-	-	0
iv.	Rear yard	-	-	10

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Court	1/18	100/100	4/55	200/200
Liner	1/24	100/100	4/55	200/200
Rowhouse	2/24	125/125	3/40	125/150
Rosewalk & Bungalow Court	1/18	100/100	2/40	200/200
Duplex, Multiplex	1/18	50/100	3/40	75/150
Flex	1/24	—	3/40	—
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedrooms	1.5 spaces per unit
Non-Residential Uses	65% of cumulative parking requirements per FMC	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 15 ft	
Side Street	Min. 10 ft	
Side interior	5 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Dooryard
- Stoop
- Forecourt
- Lightcourt

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical min. 8 ft. clear
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-366. Transitional district.

The transitional district is adjacent to more intense commercial uses providing a transition to more sensitive uses, such as residential. This district includes a mixture of commercial office, retail, personal services, and residential.

Multi-Family or Mixed-Use Density		Minimum		Maximum
		12 units/acre		39 units/acre
Detached Single-Family Density		3 units/acre		12 units/acre
Commercial Floor Area Ratio		—		2.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	10	30	-
ii.	Side Street	10	15	-
iii.	Side (Interior)	-	-	5
iv.	Rear yard	-	-	20

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Court	2/30	100/100	3/40	150/150
Live/Work	1/18	75/80	3/40	150/150
Rowhouse	1/18	125/125	3/40	125/150
Rosewalk & Bungalow Court	1/18	75/100	3/40	150/150
Duplex, Multiplex	1/18	50/100	3/40	75/100
Single Family	1/18	50/100	3/40	—
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedrooms	1.5 spaces per unit
Non-Residential Uses	65% of cumulative parking requirements per FMC (no parking required in downtown)	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 30 ft	
Side Street	Min. 10 ft	
Side interior	5 ft	
Rear property/rear alley	Min 5 ft	



Frontage Types

- Forecourt
- Stoop
- Porch
- Shopfront
- Dooryard

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical min. 8 ft. clear
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-367. Sierra gateway district.

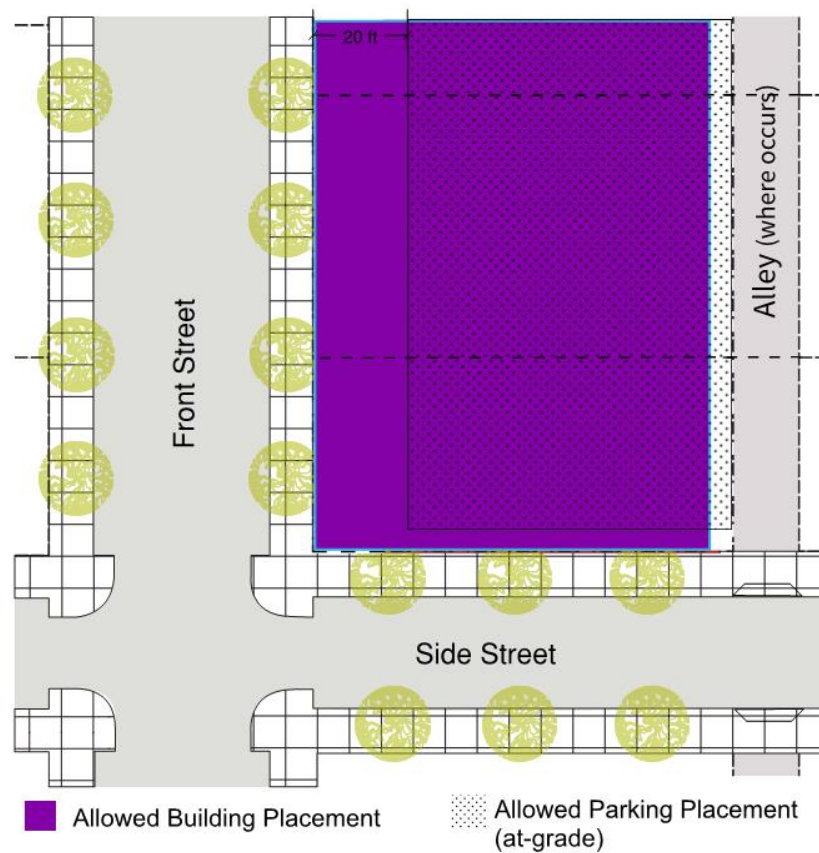
The Sierra gateway district is intended to encourage pedestrian-oriented development and land uses. Uses are to include a mix of medium- to high-density residential, retail and services, office, entertainment, education, and open space.

Residential or Mixed-Use Density		Minimum		Maximum
		18 units/acre		39 units/acre
Commercial Floor Area Ratio (without residential component)		—		2
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	0	10	-
ii.	Side Street	0	10	-
iii.	Side (Interior)	-	-	0
iv.	Rear yard	-	-	5

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	1/30	25/100	4/60	400/150
Hybrid	3/40	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Rowhouse	2/24	75/80	3/40	150/150
Frontage Coverage			50% minimum	
			When the development project is 5 acres or more in size and does not include any residential uses, frontage coverage can be reduced to 25% at the discretion of the Planning Commission if it can be determined that the reduced frontage benefits public safety.	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedrooms	1.5 spaces per unit
Non-Residential Uses	65% of cumulative parking requirements per FMC	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	
Side interior	0 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Forecourt
- Storefront
- Arcade
- Gallery
- Stoop

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	min. 8 ft. clear
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-368. Route 66 gateway district.

The Route 66 gateway district is primarily intended for commercial retail and personal service uses with incorporated automobile uses that have traditionally been located along the corridor.

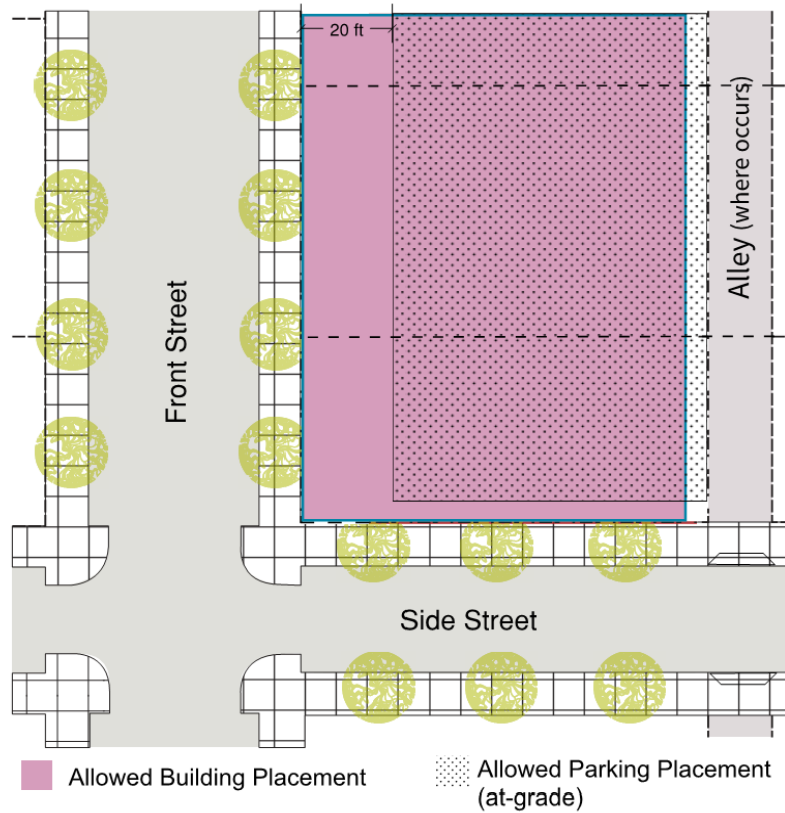
Residential or Mixed-Use Density		Minimum		Maximum
		18 units/acre		39 units/acre
Commercial Floor Area Ratio (without a residential component)		—		2.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft.)	Min. (ft.)
i.	Front Street	0	10	-
ii.	Side Street	0	10	-
iii.	Side (Interior)	-	-	0
iv.	Rear yard	-	-	5

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	1/30	25/100	4/60	400/150
Hybrid	3/40	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Rowhouse	2/24	75/80	3/40	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Hotels may be allowed to a maximum of seven stories and 90 feet in height.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedrooms	1.5 spaces per unit
Non-Residential Uses	65% of cumulative parking requirements per FMC	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	
Side interior	0 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Forecourt
- Lightcourt
- Storefront
- Arcade
- Gallery
- Stoop

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical min. 8 ft. clear
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-369. Valley gateway district.

The Valley gateway district is intended to encourage pedestrian and transit-oriented development. Land uses should include a mixture of housing types, retail and services, general and medical office, entertainment and education.

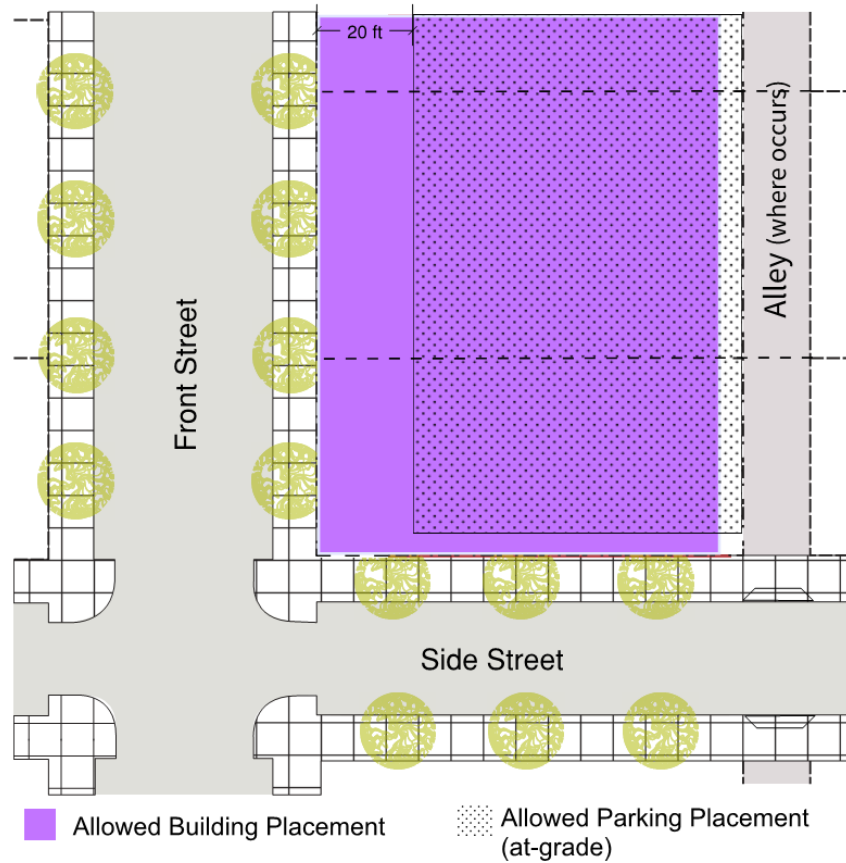
Residential or Mixed-Use Density		Minimum		Maximum
		20 units/acre		39 units/acre
Commercial Floor Area Ratio (without residential component)		—		2.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	0	10	-
ii.	Side Street	0	10	-
iii.	Side (Interior)	-	-	0
iv.	Rear yard	-	-	5

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	2/30	25/100	5/70	400/150
Hybrid	3/40	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Hotels may be allowed to a maximum number of seven stories and 90 feet in height.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedrooms	1.5 spaces per unit
Non-Residential Uses	65% of cumulative parking requirements per FMC	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	
Side interior	0 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Forecourt
- Storefront
- Arcade
- Gallery

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical min. 8 ft. clear
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-370. Village district.

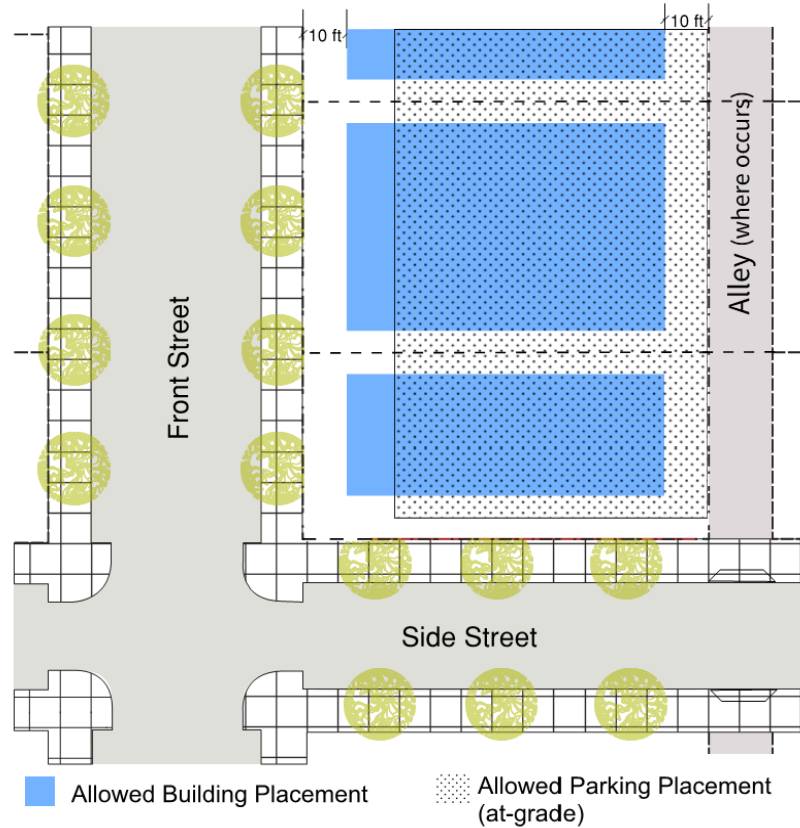
The Village district is intended to provide an alternative to conventional subdivision development with a mixture of housing types, neighborhood-service retail, and open space.

Residential or Mixed-Use		Minimum		Maximum
		2.1 units/acre		24 units/acre
Commercial Floor Area Ratio (without residential component)		—		1.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	10	25	-
ii.	Side Street	10	20	-
iii.	Side (Interior)	-	-	5
iv.	Rear yard	-	-	10

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	2/30	25/100	5/70	400/150
Hybrid	2/30	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Rowhouse	2/24	125/125	3/40	-
Court	2/24	100/100	5/70	150/150
Single Family	1/15	50/75	3/40	75/100
Duplex, Multiplex	1/18	50/100	3/40	75/150
Rosewalk or Bungalow Ct.	1/18	75/100	3/40	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedrooms	1.5 spaces per unit
Non-Residential Uses	65% of cumulative parking requirements per FMC	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	
Side interior	0 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Forecourt
- Storefront
- Arcade
- Gallery
- Stoop
- Porch
- Dooryard

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical min. 8 ft. clear
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-371. Downtown Core.

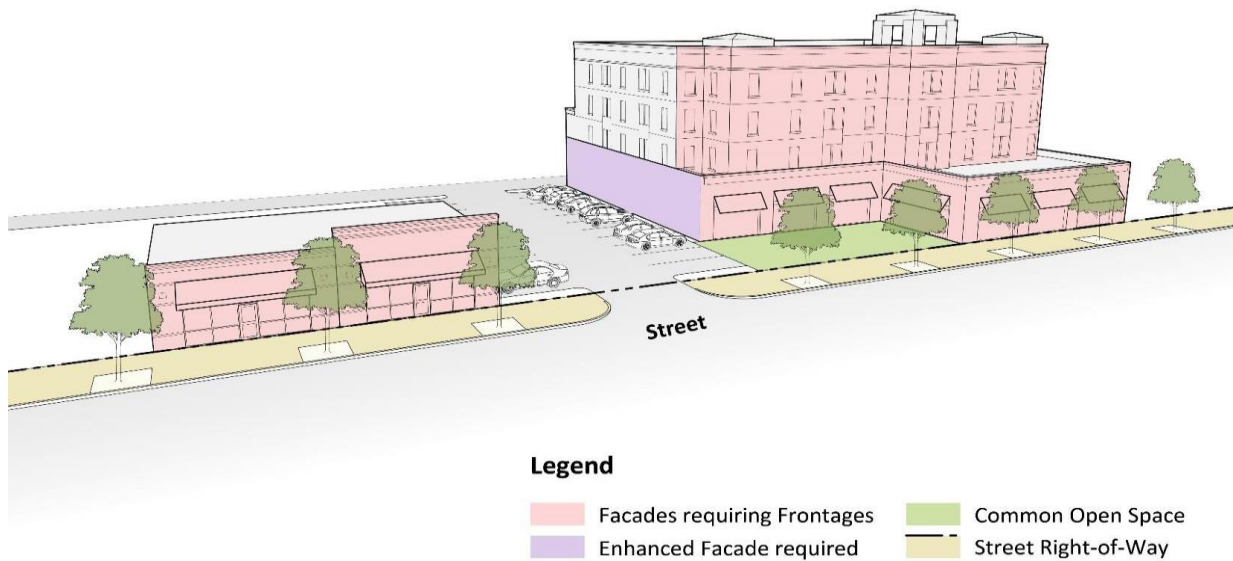
The Downtown Core is required to meet the standards of the Form Based Code, including the following:

- (a) District Core development requirements (30-371)
- (b) Fences, hedges and walls. (Section 30-389)
- (c) Parking
 - 1. Off-street parking and loading standards (Section 30-390)
 - 2. Off-street parking reductions (Section 30-391)
 - 3. Loading (Section 30-392)
 - 4. Bicycle parking (Section 30-393)
- (d) Architectural style (Section 30-394)
- (e) Downtown Core Design Regulations (Commercial, Apartment, and Mixed-Use Buildings) (Section 30-396.a)
- (f) Downtown Core Design Regulations (Residential Buildings) (Section 30-396.b)
- (g) Private open space types (Section 30-398)
- (h) Downtown Core Private Open Space Requirements (Section 30-404.a)

Downtown Core Frontages

Frontages shall be provided at all locations where a building meets the street right-of-way and common open space. A frontage type must be selected from Division 6.

Building facades that are visible from the public right-of-way but do not require a building frontage shall be screened with planting or enhanced in a manner that reflects the architectural style or is in accordance with Article XII - Sign Regulations.



	Civic Core	Sierra Core	Gateway Core	Mixed-Use Core	Multi-Family Core	Neighborhood Core
Porch	X			X		x
Dooryard	X			X	X	X
Stoop	X		X	X	X	X
Forecourt	X	X	X	X	X	X
Lightcourt	X		X		X	X
Shopfront	X	X	X	X		
Gallery	X	X	X	X		
Arcade	X	X	X	x		

Sec. 30-371.a Civic Core

The Civic Core consists primarily of civic and institutional uses as well as active and passive recreation areas.

Minimum Lot Size:

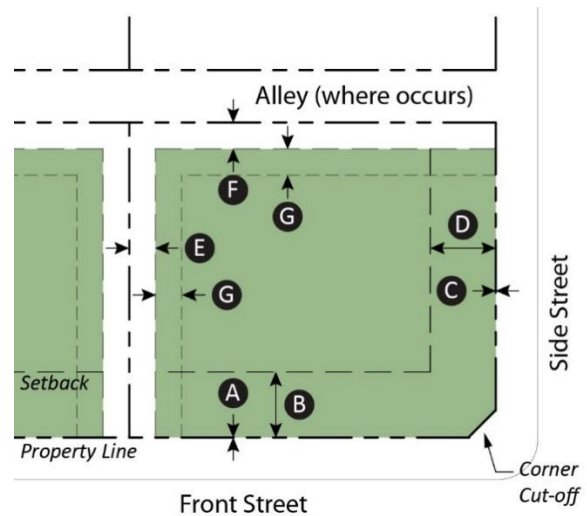
5,000 Square Feet

Required Frontage:

Porch, Dooryard, Stoop, Forecourt, Lightcourt, Shopfront, Gallery and Arcade

Capacity

	Min.	Max.
FAR	-	2.0



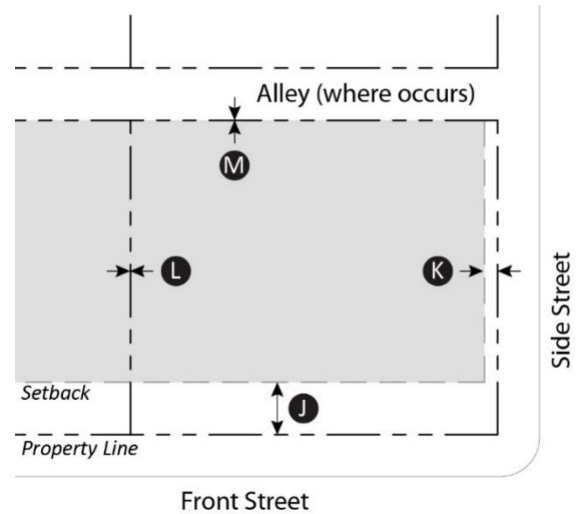
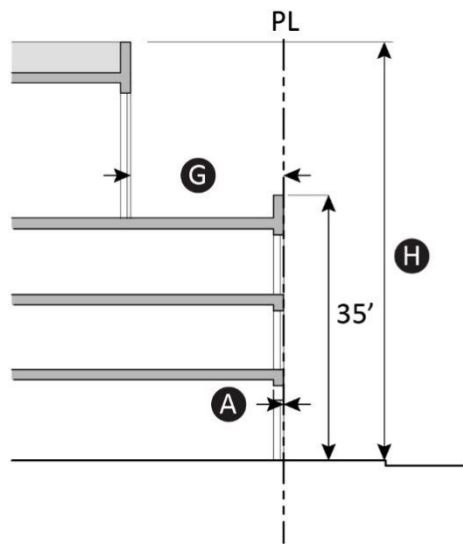
Setbacks

	Min.	Max.
Front Street	0 A	25' B
Side Street	0 C	25' D
Side (Interior)	10' E	-
Rear Yard	10' F	-
Stepback*	10' G	-

* Applies to Rear and Side (Interior) at 35' high, when adjacent to the Neighborhood Core.

Building Form

Height	70 ft. Max. H
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Encroachments

Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements and City Engineer approval:

	Arcade, Gallery, Awning	Balcony	Bay Window	Eave
Front Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side (Interior)	-	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Rear Yard	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Vertical	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear

Parking

Non-Residential Uses

65% of cumulative
parking requirements
per Zoning Code

On-site above-ground parking and access shall be located in compliance with the following setback requirements:

	Min. (ft.)	
Front Street	20 on Sierra Ave 5 on Arrow Blvd	J
Side Street	5	K
Side (Interior)	-	L
Rear Yard	-	M

Sec. 30-371.b Sierra Core

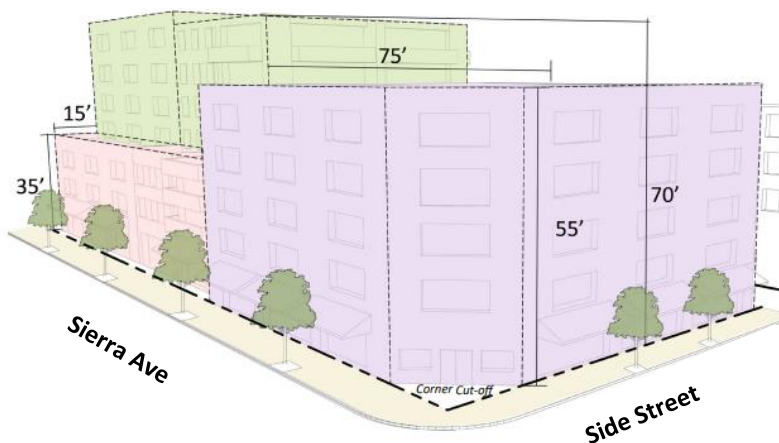
The Sierra Core is the commercial core of Fontana and functions as the city center. Uses include a mixture of commercial, retail, entertainment, office, and residential.

Building placement shall be close to the streets and integrated within the pedestrian realm. Architectural features should provide shade and variation in building design.

Capacity

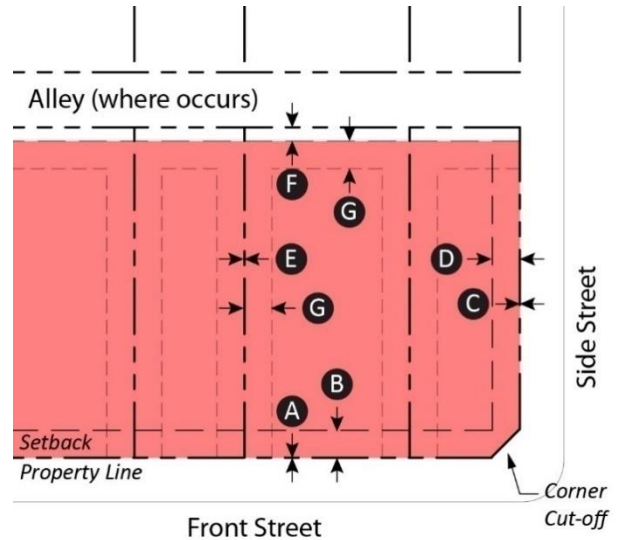
	Min.	Max.
Residential or Mixed-Use Density	24 DU/Ac	70 DU/Ac
Commercial FAR (Retail and Restaurants)	Refer to Sec. 30-405 for frontages that require ground floor commercial	2.0

Sierra Core Building Height Standards



Legend

- Sierra Stepback
- Mid Block Height
- Intersection Height
- Street Right-of-Way



Setbacks

	Min. (ft.)	Max. (ft.)
Front Street	0 A	10 B
Side Street	0 C	10 D
Side (Interior)	0 E	-
Rear Yard	5 F	-
Stepback*	10 G	-

* Applies to Rear and Side (Interior) at 35' high, when adjacent to the Neighborhood Core.

Building Height

Frontage Coverage 80% Min.

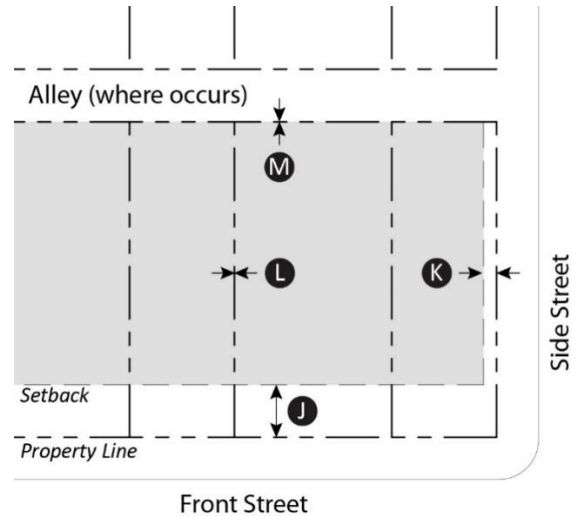
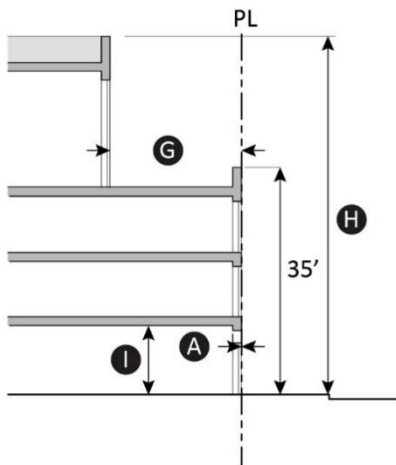
Height**

35' Max
55' Max. within 75' of Side Street Property Line
70' Max. with Min. Stepback 75' from Side Street and 15' from Sierra Ave Property Line H

Ground Floor

Commercial Height** 12 ft. Min **I**

Public and private spaces should be integrated to act as one. Awnings or canopies extending over sidewalks and significant glazing should be included in all new construction or renovation.



Encroachments

Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements and City Engineer approval:

	Arcade, Gallery, Awning	Balcony	Bay Window	Eave
Front Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Interior	-	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Rear Yard	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Vertical	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear

Parking

	Required Spaces
Residential	1.25 per unit
Non-Residential Uses Under 6,000 Square Feet	No Parking Required
Non-Residential Uses Over 6,000 Square Feet	50% of the Requirements in the Zoning Code (30-685.A)

On-site above-ground parking and access shall be located in compliance with the following setback requirements:

	Min. (ft.)	
Front Street	20	J
Side Street	5	K
Side Interior	-	L
Rear Yard	-	M

Minimum Lot Size:

5,000 Square Feet

Required Frontage:

Forecourt, Shopfront, Gallery and Arcade

Sec. 30-371.c Gateway Core

The Gateway Core is primarily intended for commercial retail and personal service uses as well as residential development. New development should incorporate pedestrian elements to help serve as a transition to surrounding land uses.

Capacity

	Min.	Max.
		39 DU/Ac 50 DU/Ac* with the inclusion of ground floor commercial along the front street
Residential or Mixed-Use Density	24 DU/Ac	
Commercial FAR (Retail and Restaurants)	-	2.0

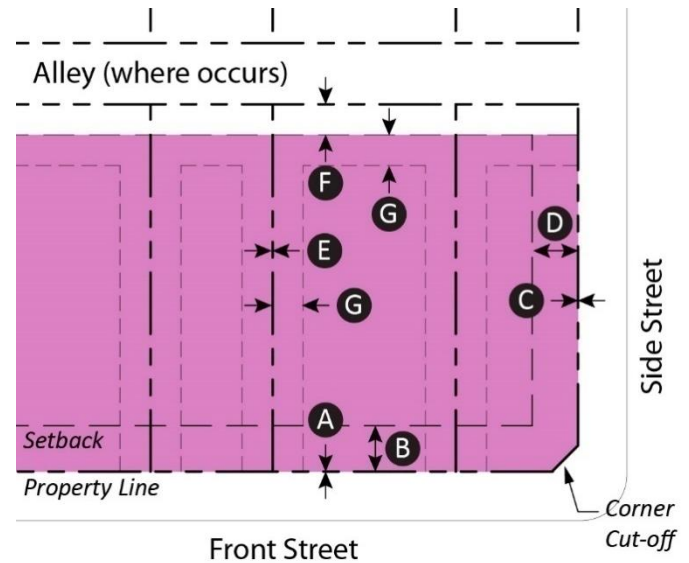
* If a development application includes the State Density Bonus under Section 65915 et seq. AND ground floor commercial, an additional 50% of the State Density Bonus that is achieved may be added in excess of the units allowed by the State Density Bonus.

For Example

A project on a 2 acre parcel may construct 78 residential units. If the project includes ground floor commercial, 100 residential units may be constructed.

Density Bonus:

If the same project also applies for the State Density Bonus and receives 20 additional residential units, Fontana will allow an additional 10 units (50% of the State Density Bonus achieved) for a total of a maximum of 130 units.



Setbacks

	Min. (ft.)	Max. (ft.)
Front Street	0 A	15 B
Side Street	0 C	15 D
Side Interior	0 E	-
Rear Yard	0 F 5 if adjacent to a street	- 15 if adjacent to a street
Stepback**	10 G	-

** Applies to Rear and Side (Interior) at 35' high, when adjacent to the Neighborhood Core.

Building Form

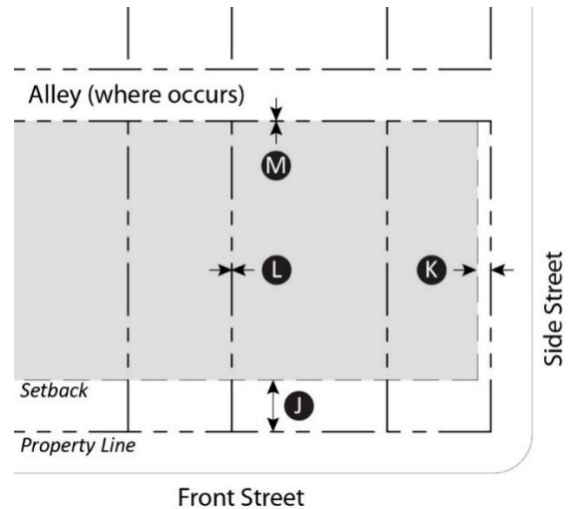
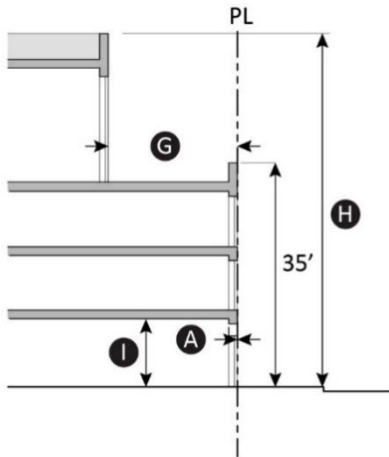
Frontage Coverage 50% Min.

Height***

35' Max
55' Max. within 75' of Side Street Property Line
70' Max. with Min. Stepback 75' from Cross Street and 15' from Sierra Ave Property Line H

**Ground Floor
Commercial
Height** 12 ft. Min

*** Refer to Sierra Core Building Height Standards Figure

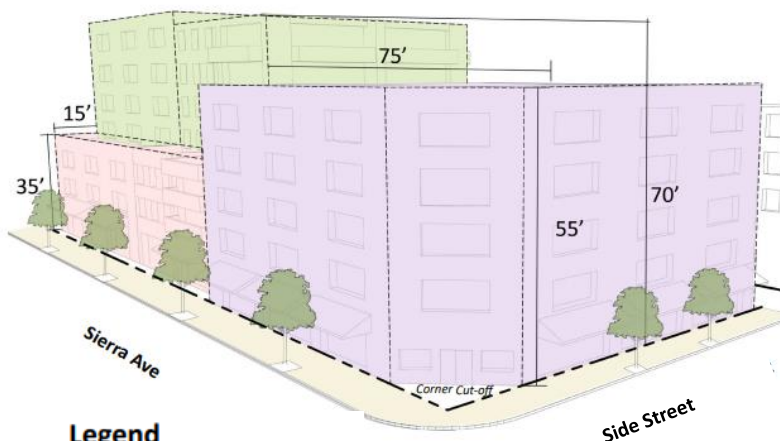


Encroachments

Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements and City Engineer approval:

	Arcade, Gallery, Awning	Balcony	Bay Window	Eave
Front Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Interior	-	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Rear Yard	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Vertical	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear

Gateway Core Building Height Standards



Legend

- Sierra Stepback
- Mid Block Height
- Intersection Height
- Street Right-of-Way

Parking

	Required Spaces
Residential	1.25 per unit
Non-Residential Uses Under 6,000 Square Feet	No Parking Required
Non-Residential Uses Over 6,000 Square Feet	50% of the Requirements in the Zoning Code (30-685.A)

On-site above-ground parking and access shall be located in compliance with the following setback requirements:

	Min. (ft.)	
Front Street	20	J
Side Street	5	K
Side (Interior)	-	L
Rear Yard	-	M

Minimum Lot Size:

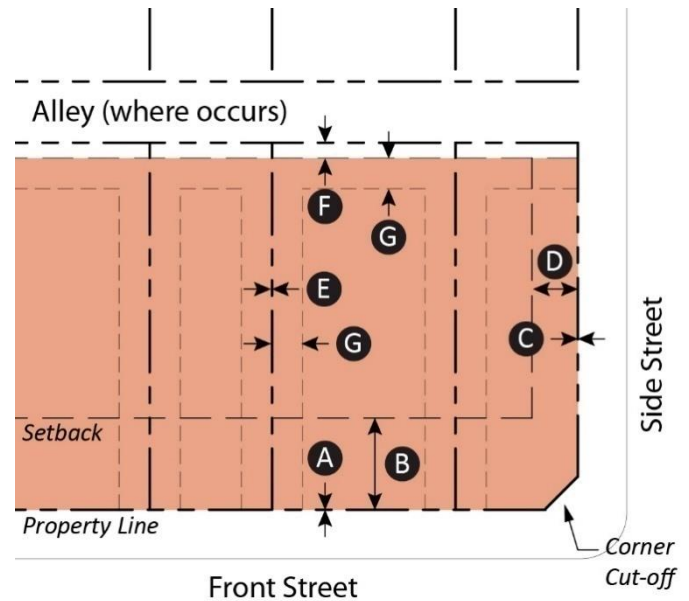
5,000 Square Feet

Required Frontage:

Stoop, Forecourt, Lightcourt, Shopfront, Gallery and Arcade

Sec. 30-371.d Mixed-Use Core

The Mixed-Use Core provides a transition between more intense commercial uses and residential uses. This district includes a mixture of commercial, office, retail, personal services, and residential.



Capacity

	Min.	Max.
Residential or Mixed-Use Density	12 DU/Ac	39 DU/Ac 50 DU/Ac* with the inclusion of ground floor commercial along the front street
Commercial FAR (Retail and Restaurants)	Refer to Sec. 30-405 for frontages that require ground floor commercial	2.0

* If a development application includes the State Density Bonus under Section 65915 et seq. AND ground floor commercial, an additional 50% of the State Density Bonus that is achieved may be added in excess of the units allowed by the State Density Bonus.

For Example

A project on a 2 acre parcel may construct 78 residential units. If the project includes ground floor commercial, 100 residential units may be constructed.

Density Bonus:

If the same project also applies for the State Density Bonus and receives 20 additional residential units, Fontana will allow an additional 10 units (50% of the State Density Bonus achieved) for a total of 130 units.

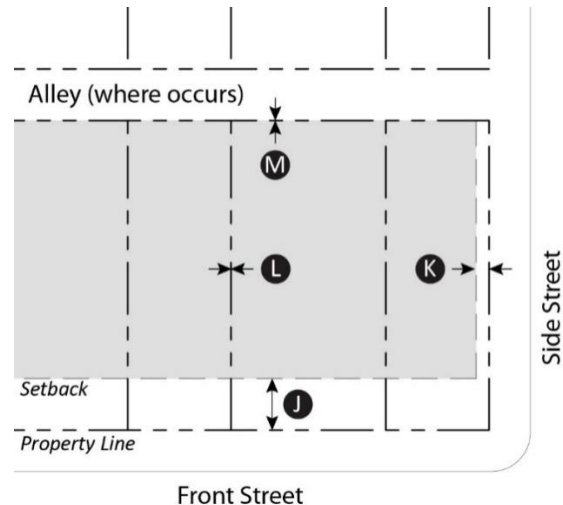
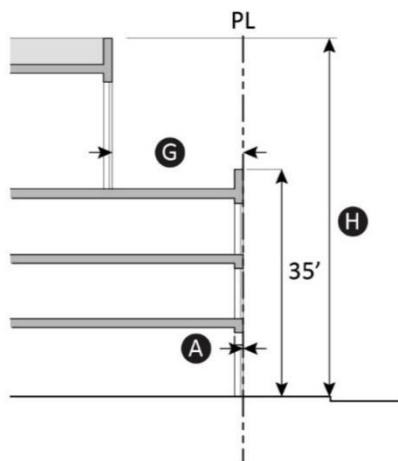
Setbacks

	Min. (ft.)	Max. (ft.)
Front Street	0 A	15 B
Side Street	0 C	15 D
Side Interior	0 E	-
Rear Yard	5 F	-
Stepback**	10 G	-

** Applies to Rear and Side (Interior) at 35' high, when adjacent to the Neighborhood Core.

Building Form

Frontage Coverage	50% Min.	
Height	55 ft. Max.	H
Ground Floor Commercial Height	12 ft. Min	I



Encroachments

Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements and City Engineer approval:

	Arcade, Gallery, Awning	Balcony	Bay Window	Eave
Front Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Interior	-	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Rear Yard	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Vertical	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear

Parking

	Required Spaces
Residential	1.25 per unit
Non-Residential Uses	50% of the Requirements in the Zoning Code (30-685.A)

On-site above-ground parking and access shall be located in compliance with the following setback requirements:

	Min. (ft.)	
Front Street	20	J
Side Street	5	K
Side Interior	-	L
Rear Yard	-	M

Minimum Lot Size:

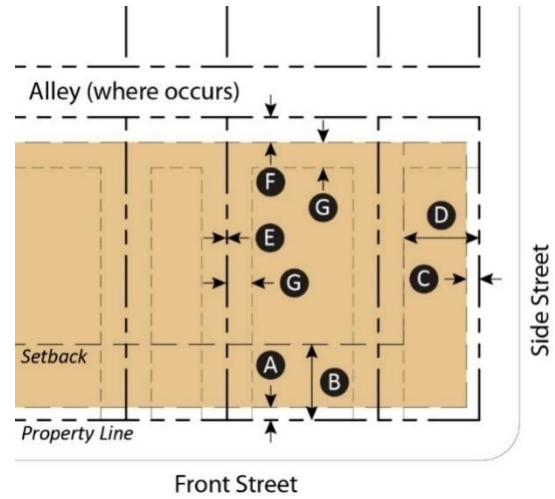
5,000 Square Feet

Required Frontage:

Porch, Dooryard, Stoop, Forecourt, Shopfront, Gallery and Arcade

Sec. 30-371.e Multi-Family Core

The Multi-Family Core provides higher residential intensities adjacent to commercial areas. New development should incorporate increased density with architectural design and materials that exemplify one of the designated architectural styles.



Capacity

	Min.	Max.
Residential Density	12 DU/Ac	39 DU/Ac
	50 DU/Ac	50 DU/Ac with 1 ac or greater lots

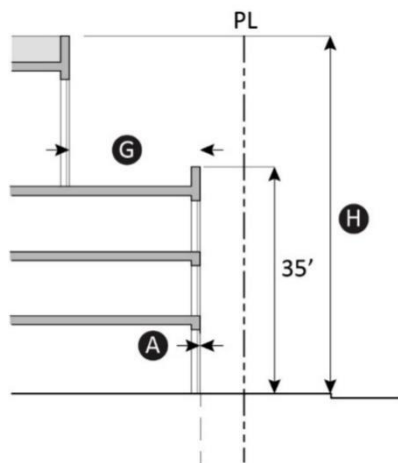
Setbacks

	Min. (ft.)	Max. (ft.)
Front Street	5 (A)	30 (B)
Side Street	5 (C)	30 (D)
Side Interior	0 (E)	-
Rear Yard	10 (F)	-
Stepback*	10 (G)	-

* Applies to Rear and Side (Interior) at 35' high, when adjacent to the Neighborhood Core.

Building Form

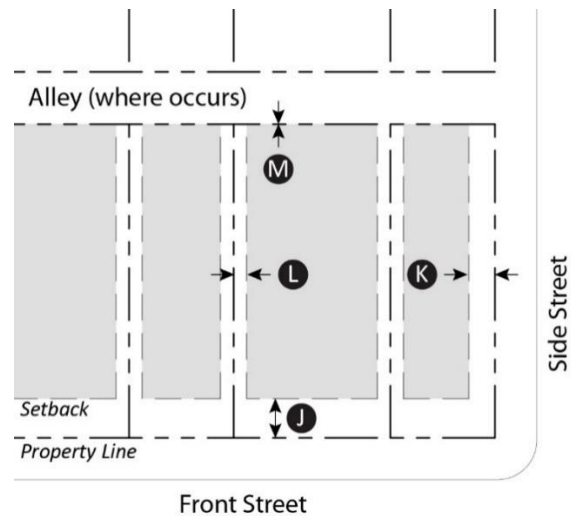
Frontage Coverage	50% Min.
Height	55 ft. Max. (H)



Encroachments

Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements and City Engineer approval:

	Arcade, Gallery, Awning	Balcony	Bay Window	Eave
Front Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Interior	-	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Rear Yard	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Vertical	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear



Parking

	Required Spaces
Residential	1.25 per unit

On-site above-ground parking and access shall be located in compliance with the following setback requirements:

	Min. (ft.)	
Front Street	15	J
Side Street	10	K
Side (Interior)	5	L
Rear Yard	-	M

Minimum Lot Size:

5,000 Square Feet

Required Frontage:

Dooryard, Stoop, Forecourt and Lightcourt

Sec. 30-371.f Neighborhood Core

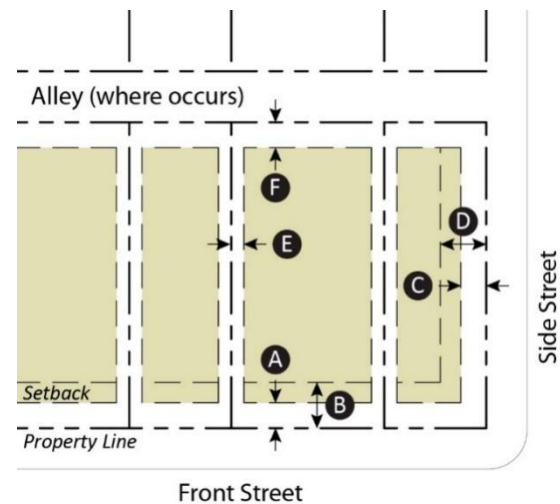
The Neighborhood Core is an area primarily developed with single-family homes. New development should respect and exemplify the character of existing neighborhoods.

Capacity

	Min.	Max.
		5 DU/Ac
Residential Density	3 DU/Ac	16* DU/Ac with 1 ac or greater lot

* Individual property owners may construct a second primary dwelling unit, plus any ADU or JADU that must be allowed under state law and the City's ADU ordinance. Second primary dwelling units shall be subject to all zoning requirements except the Maximum Front Street Setback. This shall apply for single-family lots.

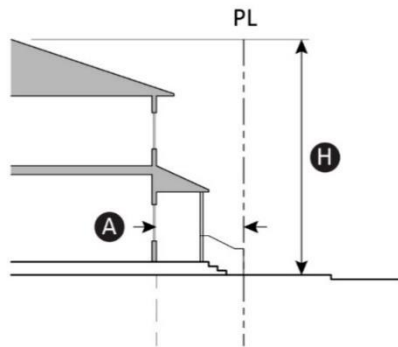
Setbacks



	Min. (ft.)	Max. (ft.)
Front Street	10 A	18 B
Side Street	10 C	18 D
Side Interior	5 E	-
Rear Yard	10 F	-

Building Form

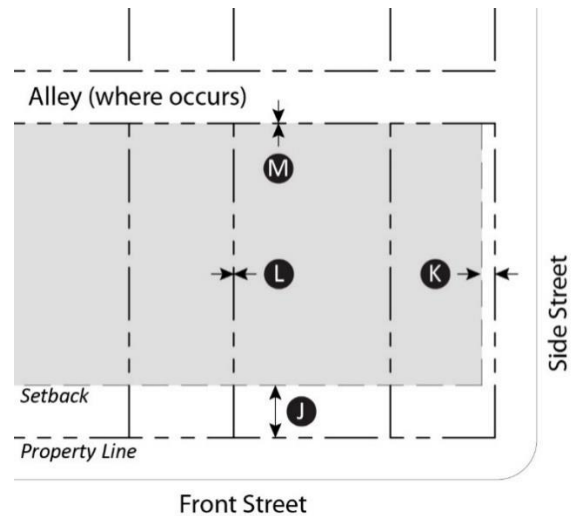
Height	40 ft. Max.	H
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Encroachments

Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements and City Engineer approval:

	Arcade, Gallery, Awning	Balcony	Bay Window	Eave
Front Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Interior	-	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Rear Yard	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Vertical	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear



Parking

Single-Family	Required Spaces
1 Bedroom	1 Space
2-4 Bedrooms	2 Spaces
5+ Bedrooms	3 Spaces
Multi-Family	1.25 per unit

On-site above-ground parking and access shall be located in compliance with the following setback requirements:

	Min. (ft.)	
Front Street	20	J
Side Street	5	K
Side Interior	-	L
Rear Yard	-	M

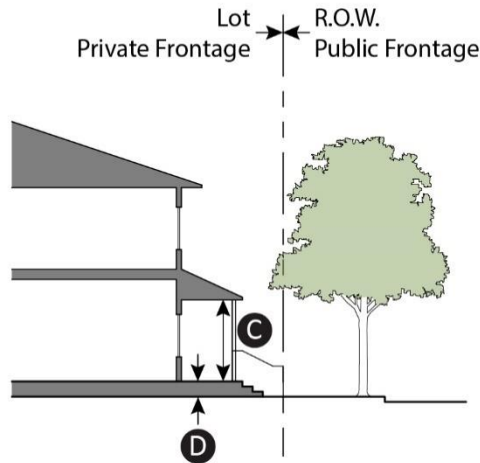
Minimum Lot Size:

5,000 Square Feet

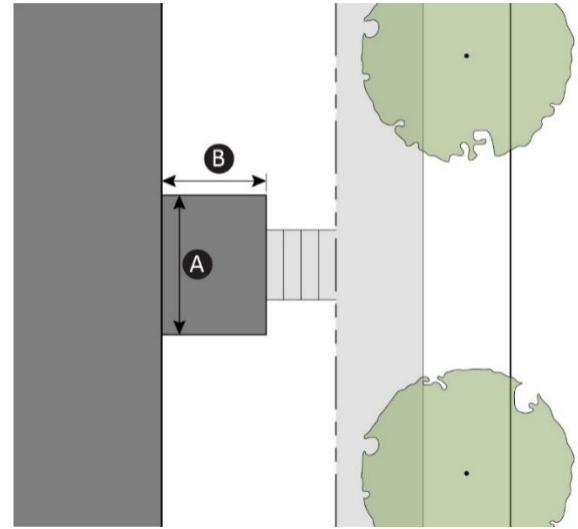
Required Frontage:

Porch, Dooryard, Stoop, Forecourt and Lightcourt

Sec. 30-381. Porch.



In the Porch Frontage Type, the main facade of the building is set back from the frontage line. The resulting front yard can be defined by a wall or fence to spatially maintain the edge of the street. A projecting porch uses part of the front yard space for a porch that is open on three sides. The engaged porch has two adjacent sides of the porch that are attached to the building while the other two sides are open.



Design Standard

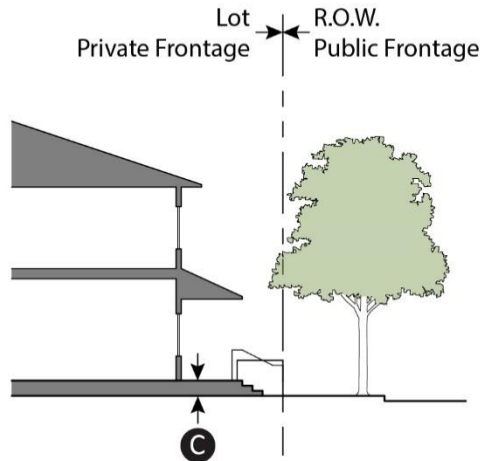
Porches must be open on at least two sides and have a roof.

Size

Width	8 ft. Min.	A
Depth	6 ft. Min.	B
Height	8 ft. Min.	C
Finish level above sidewalk	18 in. Min.	D
Path of travel	3 ft. wide Min.	



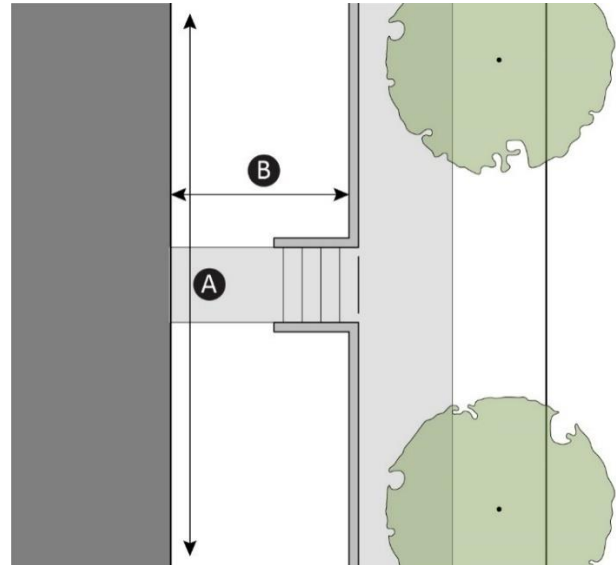
Sec. 30-382. Dooryard.



In the Dooryard Frontage Type, the main facade of the building is set back and the frontage line is defined by a low wall, fence, or hedge, creating a small dooryard. The dooryard shall not provide public circulation along a right-of-way (ROW). The dooryard may be raised, sunken, or at grade and is intended for ground-floor residential uses.

Size

Width	50 ft. Min.	A
Depth	8 ft. Min.	B
Finish level above sidewalk	3 ft. 6 in. Max.	C
Finish level below sidewalk	6 ft.	
Path of travel	3 ft. wide Min.	

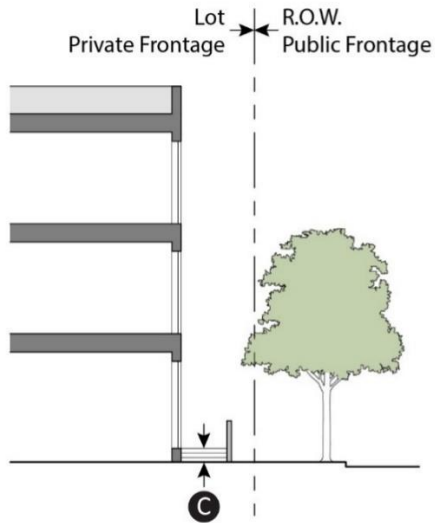


Design Standard

For live/work, retail and service uses, these standards are to be used in conjunction with those for the Shopfront Frontage Type. In case of conflict between them, the Dooryard Frontage Type standards shall prevail. The Dooryard Frontage Type shall not be used for circulation for more than one ground floor entry.



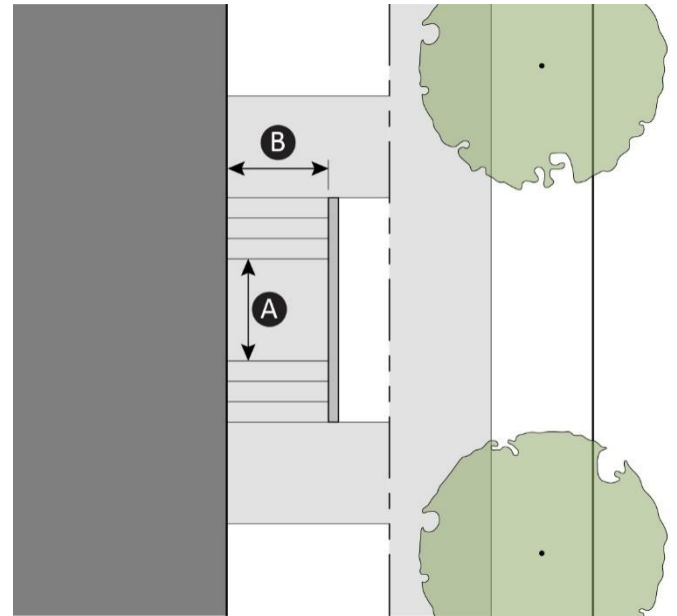
Sec. 30-383. Stoop.



In the Stoop Frontage Type, the main facade of the building is set back and an elevated stoop engages the sidewalk. The stoop shall be elevated above the sidewalk to ensure privacy within the building. Stairs or ramps from the stoop may lead directly to the sidewalk or may be side-loaded.

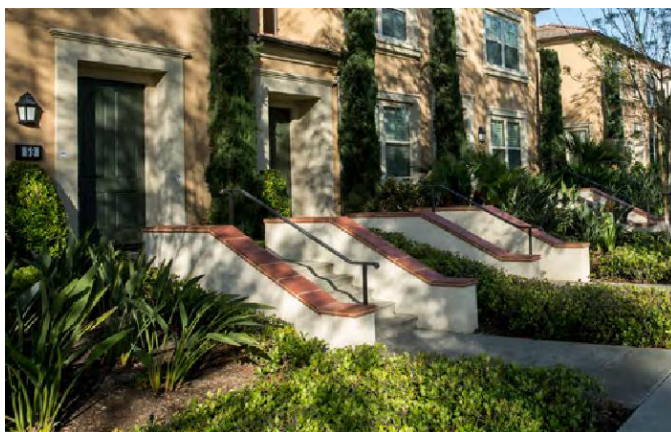
Size

Width	5 ft. Min./ 8 ft. Max.	A
Depth	5 ft. Min./ 8 ft. Max.	B
Finish level above sidewalk	18 in. Min.	C

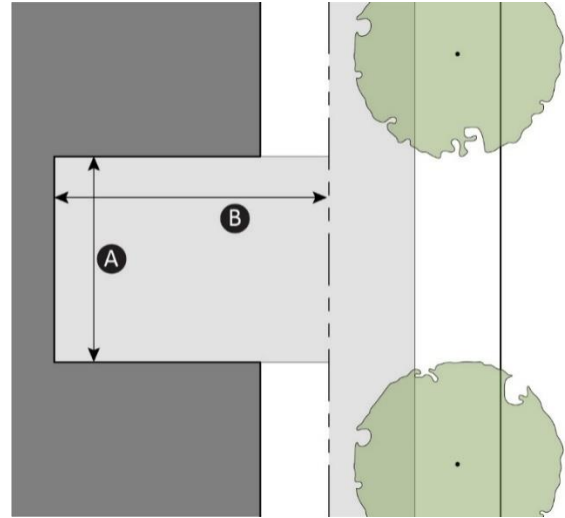
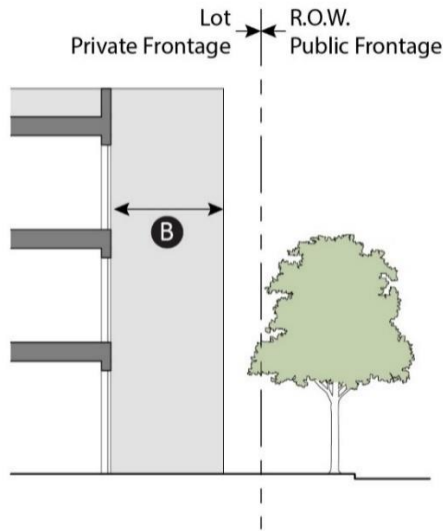


Design Standard

Stairs may be perpendicular or parallel to the building facade. Ramps shall be parallel to facade or along the side of the building. Entry doors are encouraged to be covered or recessed to provide shelter from the elements.



Sec. 30-384. Forecourt.



In the Forecourt Frontage Type, the main facade of the building is at or near the frontage line and a small percentage is set back, creating a small court space. The space could be used as an entry court or shared garden space for apartment buildings, or as an additional shopping or restaurant seating area within retail and service areas.

Design Standard

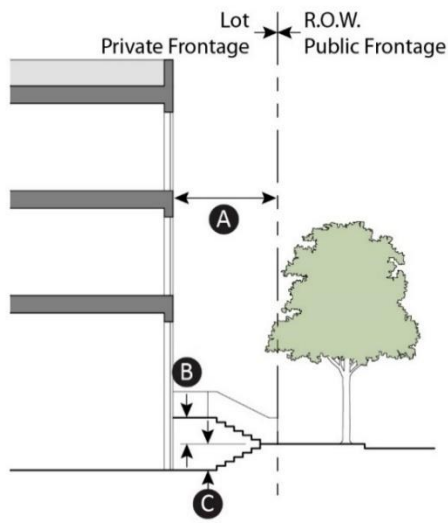
The proportions and orientation of these spaces should be carefully considered for solar orientation and user comfort.

Size

Width	12 ft. Min.	A
Depth	12 ft. Min.	B
Ratio, height to width	2:1 Max.	



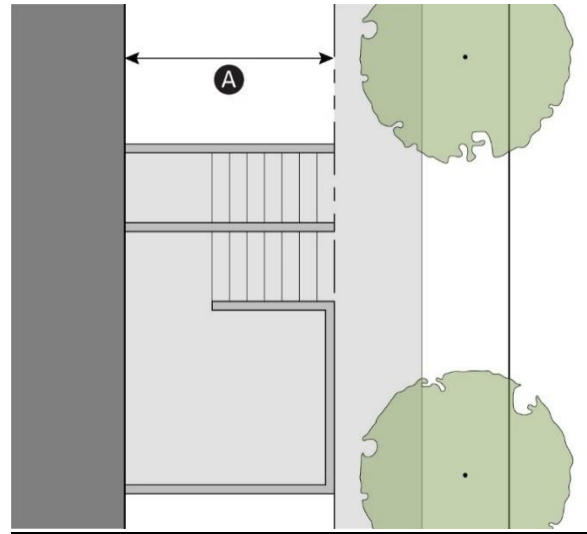
Sec. 30-385. Lightcourt.



In the Lightcourt Frontage Type, the main facade of the building is set back from the frontage line by an elevated terrace or a sunken Lightcourt. This Type buffers residential, retail or service uses from urban sidewalks and removes the private yard from public encroachment.

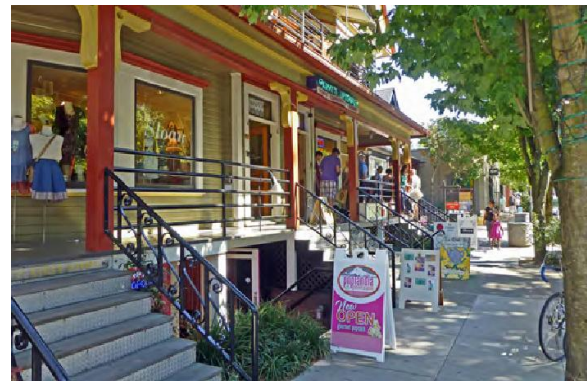
Size

Width	5 ft. Min. (A)
Finish level above sidewalk	6 ft. Min. (B)
Finish level below sidewalk	6 ft. Max. (C)

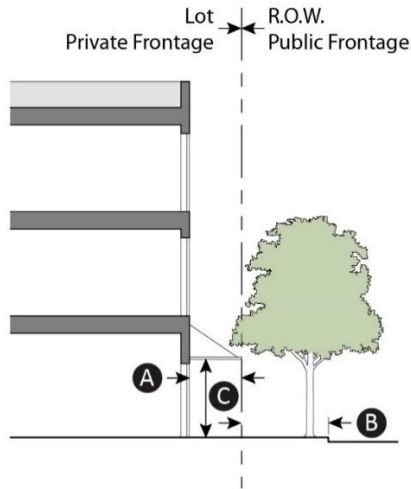


Design Standard

A short fence may be placed along the setback where it is not defined by a building.



Sec. 30-386. Shopfront.



In the Shopfront Frontage Type, the main facade of the building has an at-grade entrance along the public way. This Type is intended for retail and other commercial uses. It has substantial glazing at the sidewalk level and may include an awning that may encroach into the ROW. It may be used in conjunction with other frontage types.

Size

Ground Floor Transparency	80% Min.	
Awning		
Depth	4 ft. Min.	A
Setback from curb	2 ft. Min.	B
Height, clear	8 ft. Max.	C

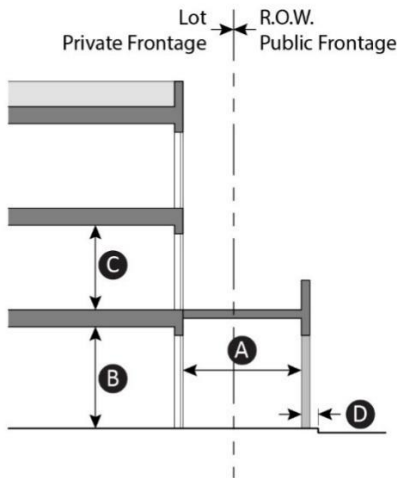


Design Standard

Shopfront glass shall be clear without reflective glass frosting or dark tinting. Shopfront windows may be clerestory windows (horizontal panels) between the shopfront and second floor/top of single-story parapet. Glass clerestory may be of a character to allow light, while moderating it such as stained glass, glass block, painted glass, or frosted glass. Shopfronts with accordion-style doors/windows or other operable windows that allow the space to open to the street are encouraged. Operable awnings are encouraged.



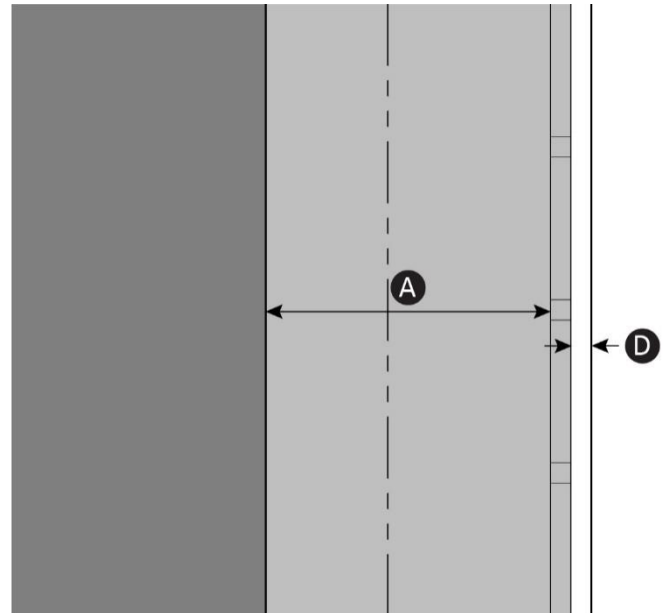
Sec. 30-387. Gallery.



A Gallery is a roof or deck projecting from the facade of a building, supported by columns located just behind the street curb. Galleries shelter the sidewalk with a roof or unenclosed, accessible, out-door space making them ideal for retail use. Galleries may be one- or two-stories in height, functioning as covered or uncovered porches at the second floor. Railings on top of the gallery are only required if the gallery roof is accessible as a deck.

Size

Depth	8 ft. Min.	A
Ground Floor Height	12 ft. Min.	B
Upper Floor Height	10 ft. Min.	C
Height	2 stories Max.	
Setback from curb	1 ft. Min./ 2 ft. Max.	D

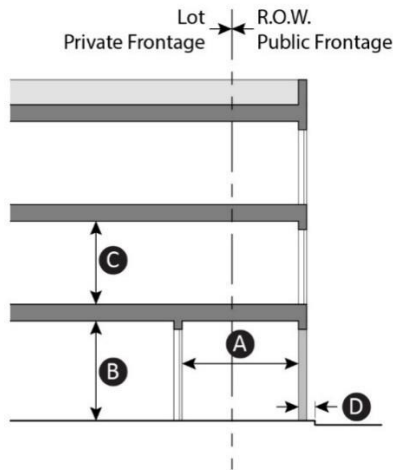


Design Standard

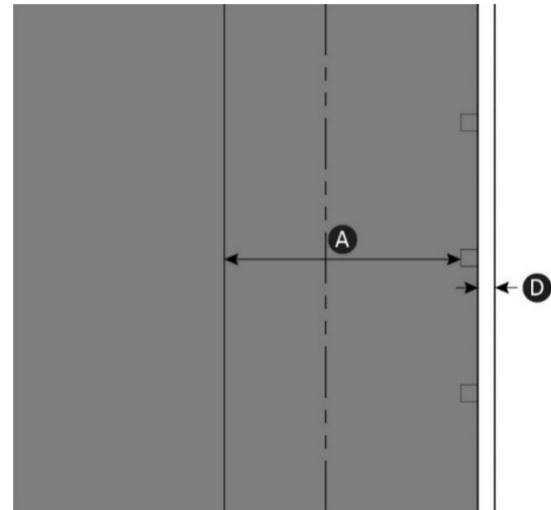
Galleries shall be combined with the Shopfront Frontage Type. Galleries must have consistent depth along a frontage. Ceiling lights are encouraged. Galleries may be entirely on private property or may encroach over the sidewalk in the public right-of-way, subject to an encroachment permit prior to issuance of a building permit. Column spacing and colonnade detailing, including lighting, shall be consistent with the style of the building to which it is attached. Columns shall be placed in relation to curbs to allow passage around and to allow for passengers of cars to disembark.



Sec. 30-388. Arcade.



Arcade frontages are composed of a building with ground floor facades which align with the property line, and upper floors which project over the property line to cover the sidewalk. A colonnade structurally and visually supports the building mass which encroaches into the public right-of-way. Arcades contain ground-floor storefronts, making them ideal for retail use as the arcade shelters the pedestrian and shades the storefront glass, preventing glare that might obscure views of merchandise. As allowed, the arcade also provides habitable space over the sidewalk creating a very urban street character.



Design Standard

Arcades shall be combined with the Shopfront Frontage Type. Arcades may be entirely on private property or may encroach over the sidewalk in the public right-of-way, subject to an encroachment permit prior to issuance of a building permit. Column spacing and colonnade detailing, including lighting, shall be consistent with the style of the building to which it is attached. Columns shall be placed in relation to curbs so as to allow passage around and to allow for passengers of cars to disembark. When utilizing an arcade, front building setbacks may not apply. Front setbacks are still measured from the ROW.

Size

Depth	8 ft. Min.	A
Ground Floor Height	12 ft. Min.	B
Upper Floor Height	10 ft. Min.	C
Setback from curb	1 ft. Min./ 2 ft. Max.	D



DIVISION 7. GENERAL REGULATIONS

Sec. 30-389. Fences, hedges and walls.

(a) Single-family and multi-family site walls and fencing.

- (1) Low walls or hedges may be used to divide space, create a variety in landscaping and to define site edges.
- (2) Locate fences or walls on the property line (excluding the front property line) to define private open space and common open space areas, protect privacy, and buffer residents from noise sources.
 - a. Use masonry materials for sound reduction purposes.
 - b. Masonry walls shall include a top or cap.
 - c. Wood and chain link fencing is prohibited. However, wood picket fencing shall be allowed in the front yard setback area of the neighborhood district.
- (3) Design fences and walls to be an attractive part of the project, with materials and designs that are compatible with the exterior building materials and demonstrate design integrity with the project as a whole.



- (4) Front yard fencing and walls shall comply with the following requirements as applicable:
 - a. *Single family*. Open fencing and solid walls shall be setback from the sidewalk by at least two feet to allow for landscaping; not grass that must be mowed or trimmed;
 - b. *Multi-family*. Open fencing and solid walls shall meet the standards in Table 30-389.A.
- (5) The overall height of fencing, when present, shall not exceed the standards in Table 30-389.A. below:

Table 30-389.A.—Maximum Height of Fences or Walls

Location of Fence or Wall	Maximum Height
Within front or side street setback	
Solid Wall	3 feet
Open Fencing	4 feet
Not within front or side street setback	6 feet

Interior side and rear property line	6 feet
--------------------------------------	--------

(b) *Mixed-use or commercial site walls and fencing.*

(1) Walls and fences shall meet the requirements of Section 30-494(g) and Section 30-500 of the Zoning & Development Code.

(±2) Fence design. Fences shall be constructed, designed and maintained as follows:

- a. *Permitted materials.* Fencing visible from public view should be open work such as wrought iron and metal (tube) fences with design features. Masonry, stucco and plaster are permitted when deemed more appropriate to the design of the building on the project site.
- b. *Fence maintenance.* Every fence shall be kept in good repair, consistent with the design thereof. The property owner shall be responsible for landscaping and maintaining the area, if any, between the property line and the owner's fence.
- c. *Hazardous and prohibited materials.* Fences shall not incorporate barbed wire and razor wire, spiked tips, chain link of any kind, woven wire mesh ("chicken wire"), welded wire mesh, woven wire ("hog wire") rope, cable, railroad ties or any other similar materials or materials not specifically manufactured for permanent fencing.

Sec. 30-390. Off-street parking and loading standards.

(a) *Off-street parking standards.*

- (1) Off-street parking requirements shall be set forth in Division 5 which outlines the development standards by zoning district.
- (2) Off-street parking dimensions shall be as set forth in Table 30-390.A.—Off-Street Parking Dimensions below. Any type of stall not listed shall refer to Section 30-606 of the Zoning and Development Code.

Table 30-390.A.—Off-Street Parking Dimensions

Type of Stall	Minimum Size (feet)
Standard	9 X 18
Garage/Carport	10 X 20
Parallel	8 X 21
Compact	8 X 16
Tandem	9 X 35
30°	9 X 17
45°	9 X 18
60°	9 X 21

(b) *General performance standards for off-street parking facilities:*

- (1) Parking shall be implemented to provide safe and convenient access to and from public thoroughfares which include movement lanes and public frontages.
- (2) Vehicular access through residential properties for nonresidential uses shall be prohibited. This provision shall not apply to mixed-use developments.

- (3) Off-street parking spaces shall be located with sufficient room for safe and convenient parking without infringing on any public thoroughfare or sidewalk.
- (4) Off-street parking or loading area shall not be used for the sale, repair, or dismantling of any vehicle or equipment, or for storage of materials or supplies.
- (5) Parking or storage of commercial trucks, buses, vans, sign trailers; trailers or semi-trailers; or the like shall not be permitted in any form-based code zoning district.
- (6) Parking facilities on adjoining lots may share access points, driveways and parking subject to a recorded covenant running with the property on which the facilities are located, by process of waiver.
- (7) Parking shall be located behind habitable or occupied space, underground, or on the interior or rear of the building. All off-street parking areas shall be separated at least five feet from buildings in order to make room for sidewalks, landscaping and other plantings between the building and the parking area.
 - a. This separation may be eliminated to the rear of buildings in areas designed for unloading and loading of materials and in underground parking areas.

Sec. 30-396a. Downtown Core Design Regulations (Commercial, Apartment, and Mixed-Use Buildings).

This Section provides regulations and standards for new or renovated commercial, apartment, and mixed-use building types.

- (1) *Crime Prevention through Environmental Design (CPTED)*: Crime Prevention through Environmental Design (CPTED) concepts shall be incorporated into the project design in order to create a safe built environment.
- (2) *General Façade Composition*: Buildings should generally be “four-sided,” meaning that all facades (including sides and rear) shall be considered visible and treated with articulation and materials.
- (3) *Size, Mass, and Scale*: The scale of buildings and accessory structures (including canopies) shall be appropriate to the scale of structures built, or anticipated, in that district. Height of buildings shall be proportionate to the number of stories proposed.
- (4) *Building Materials*:
 - a. Building wall materials shall be combined on each façade only horizontally, unless the building is broken vertically by a change of plane, or a vertical architectural element.
 - b. Building walls shall be finished in one (1) or more of the following materials:
 - i. Wood
 - ii. Fiber cement board siding, smooth finish
 - iii. Reinforced concrete with stucco
 - iv. Brick
 - v. Corrugated metal, which may be approved by the Director of Planning based on the surrounding context and location on the site

- v. Other materials as approved by the Director of Planning, based on visual compatibility with listed approved materials
 - c. Doors shall be made of wood, metal, glass, or fiberglass.
- (5) *Roof Materials:*
- a. Roof materials shall match or complement the proposed architectural style.
 - b. Roof materials that shall not be used include:
 - i. Stamped sheet metal used to simulate Mediterranean or Spanish roof tiles.
 - ii. Corrugated sheet metal.
 - iii. Lightweight asphalt shingles.
 - iv. Wood shakes or shingles.
- (6) *Roof Forms:* Where pitched roofs exist, primary roofs shall have a minimum slope of 4:12, while ancillary roof slopes may be no less than 2:12.
- (7) *Windows and Doors:*
- a. Proportion and Details
 - i. Windows shall not be flush with exterior wall treatments. Windows shall be provided with an architectural surround at the jambs and header, and a projecting sill.
 - ii. Window openings may be grouped horizontally, but trim between windows shall be at least 3.5 inches wide. This does not apply to storefront windows.
 - b. Facade Transparency: Building elevations that face the street shall have at least 40% of the first-floor wall area consist of windows and/or doors and 15% of upper floors.
- (8) *Architectural Details:*
- a. Shutters: Shutters shall be sized and placed so as to equal the width that would be required to cover the window opening.
 - b. Cornices: If cornices are used, then the cornices are required to delineate the tops of facades. Expression lines are required to delineate the divisions between the first floor and upper floors. Cornices and expression lines shall either be a molding or a jog in the surface plane of the building.
- (9) *Exterior Building Color:*
- a. Fluorescent colors shall not be used as primary wall colors or accent colors except when approved by the Director of Planning when the colors are appropriate for the surrounding area and enhance the visual interest of an area.
 - b. Colors that relate to or enhance the building's existing district character shall be used. Light colors such as different shades of whites and pastels are appropriate. Extremely bright colors shall not be used as primary wall colors.
 - c. Secondary colors shall complement the primary building color. They shall be lighter or darker values than the body color or use more saturated hues of the body color. Secondary colors can be used to give additional emphasis to architectural features such as building bases or wainscots, columns, brackets,

cornices, capitals, and bands; or used as trim on doorframes, storefront elements, windows and window frames, railing shutters, ornament, fences, etc.

(10) *Mechanical Equipment and Screening:*

- a. Rooftop equipment such as mechanical equipment shall be screened on all sides, and the screening shall be integrated into the overall building design.
- b. Mechanical equipment, such as ventilation systems, commercial exhaust fans, rooftop terminations, commercial cooling equipment, heating and air conditioning units, TV antennas, and satellite dishes, shall be hidden or screened from view. Architectural features or vegetation can be used to conceal mechanical equipment. Screen material shall be properly maintained. If vegetation is used for screening, the mature size of the vegetation shall be considered so that equipment air flow will not be compromised.

(11) *Proportions of Bays and Openings:* All building bays, including porches, colonnades and porticos as appropriate, shall be square or vertical in proportion, unless the design merits a horizontally-proportioned opening. Wall opening, except for transoms and storefronts, shall be square or vertical in proportion. The façade of a proposed building shall draw upon the proportion and number of bays in surrounding buildings, as defined by windows, doors, and column spacing, to establish a compatible scale.

(12) *Garages and Accessory Structures:* Attached garages, detached garages, and other accessory structures shall be subordinate in height, footprint, and proportion to the primary structure on the site, and shall be compatible with the principal structure in terms of roof form, materials, and color. Where a garage contains an accessory dwelling unit above, it may exceed the height of the primary structure.

(13) *Utility and Service Equipment Areas:*

- a. Locate ancillary facilities within buildings, not along the street facing facade, to the maximum extent feasible. Where ancillary facilities such as trash receptacles and utility meters absolutely cannot be incorporated into a building, locate them at the rear of the site in freestanding, completely enclosed structures designed to be compatible with the architecture of the rest of the development.
- b. Loading docks, service areas, and trash disposal facilities shall be hidden or screened from view of streets, parks, squares, or significant pedestrian spaces. Service, utility and mechanical functions, including retail loading shall be located in alleys whenever present. When alleys are not present, service functions shall be placed behind buildings. Building design shall accommodate equipment with niches or insets.
- c. Trash and storage enclosures shall be architecturally integrated into the project design. Landscaping shall be provided adjacent to enclosures for screening and deterring graffiti.
- d. Build covered trash enclosures with durable materials such as stone, concrete block, steel, and heavy timber.
- e. The location of trash enclosures shall be easily accessible for trash collection and shall not impede general site circulation patterns during loading operations.
- f. Trash service plan shall be provided, which shall be subject to the approval of the Director of Planning.

- g. Locate electrical panels to minimize their visibility from the street, in locations such as side yard walls, and/or behind landscaped areas. Integrate them into the design of residential buildings to the maximum extent feasible.
- h. Utility service connections shall be underground or screened, which shall be subject to the approval of the Director of Planning.

(14) *Outdoor Display of Merchandise:*

- a. Definition of "Merchandise": For purposes of this section, merchandise is defined as any item that is for sale on the premises or is representative of an item that is for sale on the premises, regardless of whether that particular item is available for purchase.
- b. Arrangement: Merchandise shall be arranged and spaced so as not to clutter the front of the property, as determined by the Director of Planning or designee.
- c. Location:
 - i. Merchandise shall not be placed on the public sidewalk or within the right-of-way without the approval of the Director of Planning or designee. If merchandise is displayed on any privately owned sidewalk, a minimum of four (4) feet of the sidewalk as measured from the curb must remain open and unobstructed to facilitate safe pedestrian circulation.
 - ii. Areas designated for vehicular parking may not be used as outdoor display areas except as authorized in the Zoning and Development Code such as Temporary Use Permits.
 - iii. Merchandise shall not be displayed on public street furniture or landscaping.
- d. Designation in Plans: Plans for new developments or reuse of an existing space shall clearly designate any areas for outdoor display of outdoor merchandise. Outdoor display of merchandise shall only occur in areas designated for such display on the approved plan.

(15) *Trellises, Marquees, and Architectural Canopies:* Materials, colors, and form shall be derived from the building architecture

(16) *Balconies:* Balconies are encouraged at upper stories to create visual interest, support an architectural style or context, and to provide outdoor spaces for upper story tenants. In addition to upper story balconies, recessed alcoves are recommended to increase the depth and usability of the balcony space and add visual interest to the façade composition.

(17) *Awnings and Shade Devices:*

- a. Durable materials that complement other building materials shall be used, including canvas, high quality fabric, and metal.
- b. Vinyl and plastic shall not be used.
- c. Colors shall complement the building style, materials, and colors.
- d. Awning mounting heights shall be consistent along the façade, unless varying mounting heights supports the architectural style.

(18) *Security Doors:*

- a. Roll-up security doors shall be decorative, which shall be approved by the Director of Planning and recessed behind the building façade wall surface.

- b. Horizontal sliding security grills shall be decorative, which shall be approved by the Director of Planning and shall be architecturally concealed when in fully opened position.

(19) *Site Landscaping:*

- a. Landscaping shall be incorporated in order to create an active visual outlook for residential units, create usable open space, and provide privacy for adjacent residential units.
- b. Site landscaping treatments shall be designed to be attractive, with consistent design integrity throughout the project.
- c. Parking lots, driveways, and other automobile circulation areas shall be landscaped in order to improve the visual appearance of circulation and parking areas.
- d. Trees, landscape islands, shrubs, and groundcover shall be incorporated throughout parking areas.

Sec. 30-396b. Downtown Core Design Regulations (Residential Buildings).

This Section provides regulations and standards for new or renovated residential buildings that have individual entries from the public ROW or common open space. These regulations encourage buildings that strengthen the quality and character of Fontana's neighborhoods and surrounding areas while providing opportunities for individuality and creativity.

(1) *Building Materials and Colors:*

- a. Generally acceptable materials shall include stucco, wood siding, native rock and stone, split face, concrete and brick.
- b. Generally prohibited materials shall include aluminum or plastic siding, corrugated fiberglass, and metal.
- c. Generally acceptable colors shall include muted natural colors, earth tones, pastel colors, natural stains and accent colors to contrast eaves, trims, moldings and doors.
- d. Generally prohibited colors shall include bright, fluorescent, or assertive colors as primary or accent wall colors.

(2) *Crime Prevention Through Environmental Design (CPTED):* Incorporate Crime Prevention Through Environmental Design (CPTED) concepts into the project design in order to create a safe built environment.

(3) *Garages and Accessory Structures:* Attached garages, detached garages, and other accessory structures shall be subordinate in height, footprint, and proportion to the primary structure on the site, and shall be compatible with the principal structure in terms of roof form, materials, and color. Where a garage contains an accessory dwelling unit above, it may exceed the height of the primary structure.

(4) *Design Criteria:*

- a. A variety of enhanced architectural features and materials shall be provided on every front elevation. This can include, but is not limited to, porches, bay windows, pop-outs, veneers, rock, brick, wood siding, etc., or similar features.

- b. All garage doors shall be decorative, sectional, and roll-up.
- c. Trim with a stucco covering may be painted in a contrasting color. The contrasting color shall be color-compatible with the color of the body of the structure.
- d. Decorative trim consistent with the architectural design shall surround vents and windows to enhance the architecture of the structure.
- e. Architectural treatment shall be provided on each chimneystack.
- f. Wall-mounted, decorative lighting fixtures shall be provided at the front porch areas as well as on each side of the garage door. The style of the decorative lighting fixtures shall complement the architectural style.
- g. All front doors shall provide a window or other decorative treatment, including but not limited to, raised panels, metal work, etc.
- h. Upgraded hardscape shall be used within the concrete walkway(s) leading to the front door of the house in order to complement the home's exterior architectural elements. Examples of upgraded hardscape includes, but is not limited to, decorative patterned scoring, exposed aggregate finishes, stamped concrete, etc.

(5) *Screening of Exterior Equipment:*

- a. All mechanical equipment, ground-mounted equipment, utilities, storage, shall be screened from adjoining properties and public streets by a visual barrier such as a wall, fence, or landscape material. Where landscaping only is used for screening, it shall be planted with five-gallon (minimum size) shrubs spaced to provide a dense screen.
- b. Roof-mounted mechanical equipment shall be hidden from view by building parapets of equal height. If building parapets do not provide adequate screening when observed from adjacent buildings, mechanical equipment shall be screened by designing the parapet so that it appears as an integrated part of the roof and overall architectural design.
- c. No exterior components of plumbing, processing, heating, cooling, and ventilating systems shall be mounted on any building wall unless they are an integrated architectural design feature.

(6) *Central Air Conditioning or Cooling System:*

- a. All new residential structures shall be equipped with a central air conditioning or cooling system.
- b. For the purposes of this section, a "central air conditioning or cooling system" shall be defined as all that equipment, including associated refrigeration, intended or installed for the purpose of cooling air by mechanical means and discharging such air into a residential structure used for living purposes. A central air conditioning or cooling system shall not include portable cooling units, absorption units or evaporative coolers.

(7) *Water Heaters:* Each dwelling unit shall have a separate hot water heater or may be provided with a centralized circulation water heating system sufficient to serve all dwelling units on the property.

(8) *Laundry Facilities:* All multiple-residential units shall be provided washer and dryer hookups and laundry space within the unit or garage. The laundry area shall not infringe upon garage parking area. In the case of apartments, common laundry facilities may be included in addition to the individual unit hookups.

- (9) *Storage Facilities:* A separate area having a minimum of 125 cubic feet of private and secure storage space shall be provided for each unit.
- a. Said storage area may be located within the garage, provided it does not interfere with garage use for automobile parking.
 - b. Normal closet and cupboard space within the dwelling unit shall not count toward meeting this requirement.
 - c. No storage shall be in a carport.

DIVISION 9. PRIVATE OPEN SPACE TYPES

Sec. 30-398. Private open space types.

Private open spaces shall be designed as one of the private open space types defined in this section.

(1) *Private yard.*

- a. Definition: A side yard or rear yard (excluding required setback areas) which is accessed by secondary unit entrance(s).
- b. The primary access to a private yard shall be from the dwelling(s) served.
- c. The minimum area for a private yard shall be sixty (60) square feet.
- d. The minimum dimensions for a private yard in any single direction shall be six (6) feet.
- e. Landscaping shall consist primarily of planted areas including water-efficient plantings of lawns, trees, plants in pots, etc. and may be combined with a porch.
- f. Private yard spaces may include edge walls or fences, provided that their inclusion does not violate building orientation.

(2) *Porch.*

- a. Definition: A patio, terrace, or other platform extending from or adjacent to a building at the ground floor which is accessed by secondary unit entrances(s).
- b. The primary access to a porch shall be from the dwelling(s) served.
- c. The minimum area for a porch shall be forty-six (48) square feet.
- d. The minimum dimensions of a porch in any single direction shall be six (6) feet.

(3) *Rooftop deck or garden.*

- a. Definition: A private or privately shared deck or yard on the roof of a building.
- b. The minimum dimensions for a rooftop deck or garden in any single direction shall be six (6) feet.
- c. Gardens and green roofs are encouraged to help minimize heat sinks and to pretreat water from storms prior to it entering the storm drain system.
- d. The minimum area for a rooftop deck or garden shall be sixty (60) square feet.

(4) *Balcony.*

- a. Definition: An outdoor space extending from a private upper floor of a building, which is accessed directly from a secondary unit entrance.
- b. Access to a balcony shall be limited to the dwelling served.
- c. The minimum area for a rooftop deck or garden shall be forty-eight (48) square feet.
- d. The minimum dimensions for a balcony in any single direction shall be six (6) feet.

DIVISION 10. COMMON AND PUBLIC OPEN SPACE STANDARDS¹

Sec. 30-399. Purpose.

The purpose of this section is to provide common open spaces and a catalog of pre-approved public open space types that are appropriate to use within walkable urban environments.

Sec. 30-400. Applicability.

- (a) This section describes the guidelines for the development of common and public open spaces throughout the Form-Based Code areas.
- (b) The standards in this section shall apply to all proposed development within the Form-Based Code districts and shall be considered in combination with the standards for the applicable district.
- (c) Additional public open spaces can be integrated into this section as they are approved by the City of Fontana.
- (d) The Downtown Core shall be required to comply with 30-404.a.

Sec. 30-404.a Downtown Core Open Space Requirements.

Common Open Space Required

Amenities Required

Developers shall provide on-site recreational facilities as a minimum requirement for all multi-family projects.

- (1) Development with less than 35 units shall provide a minimum of 10 percent of the project lot area as common open space (Private Open Space that exceeds the minimum may be counted towards the Common Open Space requirement) and shall provide one of the following recreational facilities, or equivalent, as approved by the Director of Planning:
 - a. Indoor gym/fitness facility (minimum 500 square feet).

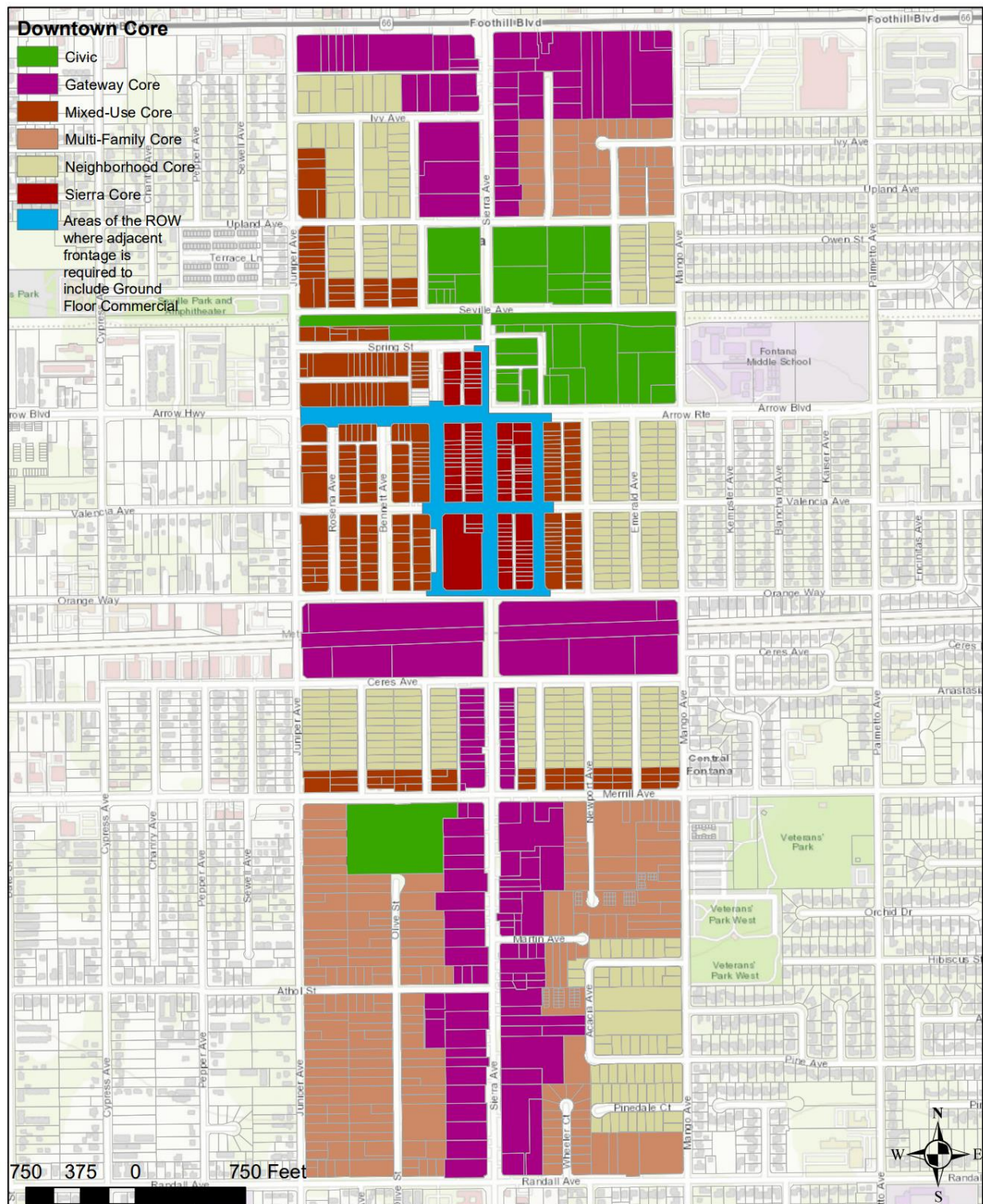
- b. Tot-lot with multiple play equipment.
 - c. Spa and pool (min 25 yard by 15 yards).
 - d. Barbecue facility equipped with built-in grill, picnic benches, etc (min of three areas).
- (2) Development consisting of 35 units to 79 units shall provide three of the recreational facilities listed below, or equivalent, as approved by the Director of Planning:
 - a. Indoor gym/fitness facility (minimum 500 square feet).
 - b. Tot-lot with multiple play equipment.
 - c. Spa and pool (min 25 yard by 15 yards).
 - d. Barbecue facility equipped with built-in grill, picnic benches, etc (min of three areas).
 - e. A minimum of ten percent (10%) of the project lot area as Common Open Space. Private Open Space that exceeds the minimum may be counted towards the Common Open Space requirement.
- (3) Development consisting of 80 units to 200 units shall provide all amenities listed above, or equivalent, as approved by the Director of Planning.
- (4) Development consisting of 201 units to 400 units shall provide all amenities listed above and a minimum of one of the following additional recreational facilities, or equivalent, as approved by the Planning Commission:
 - a. Large open lawn area, minimum dimensions shall be 100 feet by 50 feet (e.g. Rooftop garden).
 - b. Multiple tot-lots with multiple play equipment. The tot-lots shall be conveniently located throughout the site. The number of tot-lots and their location shall be subject to Planning Commission review and approval.
 - c. Lap pool and spa (e.g. Rooftop, min 25 yard by 25 yards).
 - d. Community multi-purpose room equipped with kitchen, defined areas for games, exercises, etc.
 - e. Barbecue facilities equipped with multiple grills, picnic benches and shade structures. The barbecue facilities shall be conveniently located throughout the site. The number of barbecue facilities and their location shall be subject to Planning Commission review and approval.
 - f. Court facilities (e.g. tennis, volleyball, basketball, etc.).
 - g. Other recreational facilities not listed above may be considered subject to the Planning Commission review and approval.
 - h. Related recreational activities may be grouped together and located at any one area of the common open space. All recreational areas or facilities required by this section shall be maintained by private homeowner's associations, property owners, or private assessment districts.
- (4) Related recreational activities may be grouped together and located at any one area of the common open space. All recreational areas or facilities required by this section shall be maintained by private homeowner's associations, property owners, or private assessment districts.

- (5) Circulation, pedestrian, and vehicular parking. Pedestrian circulation. Each multiple-family residential development shall be designed with adequate walkways to provide convenience to the needs of the residents, guests, and the service providers of public agencies. Pedestrian access to the unifying elements of any development shall be separate from, and free of, conflict with vehicular access ways. All developments consisting of six units or more shall provide directories placed in a convenient location at the development entry.

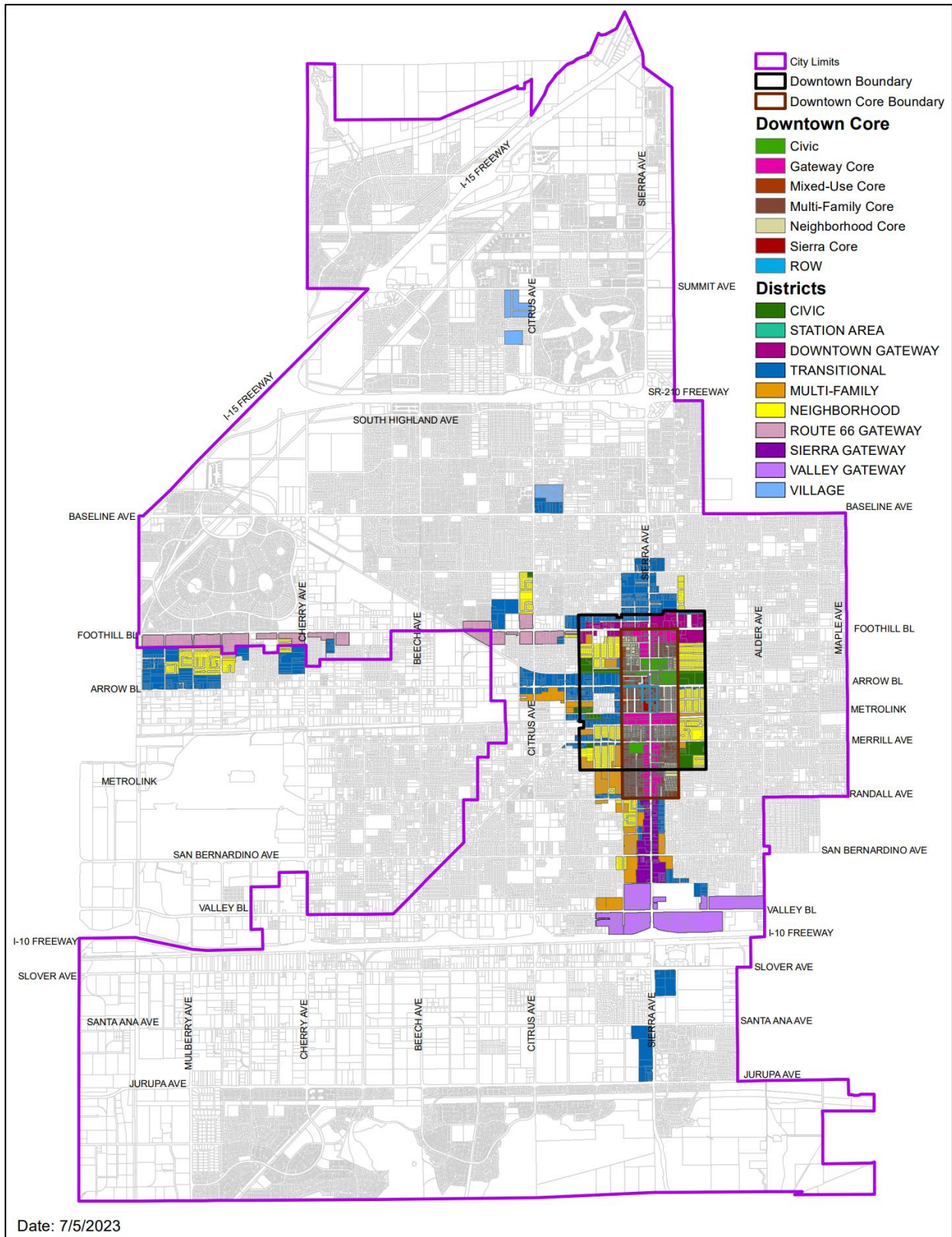
General Requirements

- (1) Common Open Spaces shall include amenities such as seating, lighting, and landscaping.
- (2) Public open spaces shall be built within the development area by developers as development occurs.
- (3) At the discretion of the Director of Planning, required open space may be constructed off-site and/or as part of a larger public open space that will be provided by the City or other private developments.

Sec. 30-405. Downtown Core map.



Sec. 30-406. Form-Based Code sub-district map.



ARTICLE III FORM-BASED CODE

DIVISION 1. ADMINISTRATION

DIVISION 3. PERMITTED LAND USES

Sec. 30-359. Uses permitted.

This section of the Form-Based Code establishes the permitted land uses in each district and the corresponding permit requirements. A parcel or building subject to the Form-Based Code shall be occupied with only the land uses allowed by Table 30-300.A—Land Uses. Definitions of allowed land uses are provided in Section 30-632 List of definitions.

- (1) Section 30-405—Overall Form-Based Code district map illustrates the overall land use plan for the Form-Based Code areas.
- (2) If a land use is not defined in this section, the Director of Community Development may determine that the use is not permitted, or determine the appropriate definition and determine the proposed use to be permitted provided the Director of Community Development approves a Director's determination and makes the following findings in writing:
 - a. The land use will not impair the orderly implementation of the City of Fontana General Plan.
 - b. The land use is consistent with the purpose of the applicable zoning district.
 - c. The characteristics and activities associated with the proposed land use are similar to one or more of the listed land uses in Table 30-359.A—Land Uses and will not produce greater impacts than the land uses listed for the zoning district.
 - d. The land use will be compatible with the other land uses allowed in the zoning district.
 - e. The land use is not listed as allowed in another zoning district.
- (3) A "P" indicates a use is permitted by right subject to design review by the Planning Commission or administrative site plan review by the Director of Community Development.
- (4) An "M" indicates the use requires the granting of a minor use permit (MUP).
- (5) A "C" indicates the use requires the granting of a conditional use permit (CUP).

- (6) A "—" means the use is not permitted in that zoning district. Any use that is not listed is not permitted.
- (7) Uses marked with an asterisk "*" indicate that the use is not permitted on the ground floor except on Sierra Avenue.
- (8) Uses marked with an S superscript "^S" indicate that the use is subject to special use regulations in (reference specific use regulations) Section 30-360.
- (9) Uses marked with a DT superscript "^{DT}" indicate that the requirement pertains to parcels within the downtown boundary.

Table 30-359.A.—Land Uses

	Retail	Civic	Station Area	Downtown Gateway	Neighborhood	Multifamily	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Administrative/Professional											
Architectural, design, and engineering services	P*	P	P	P	—	—	P	P	P	P	P
Attorney/legal services	P*	—	P	P	—	—	P	P	P	P	P
Banks/financial institutions, credit unions and remote ATMs (stand-alone facilities—without drive-thru)	P	—	P	P	—	—	P	P	P	P	P
Banks/financial institutions, credit unions and remote ATMs (with drive-thru)	—	—	—	M	—	—	M	P	P	P	P
Brokerage firms and financial institutions	P*	—	P	P	—	—	P	P	P	P	M
Exhibit halls and galleries with 15% or less retail sales area	P	—	P	P	—	—	P	P	P	P	P
General administrative offices	P*	—	P	P	—	—	P	P	P	P	P
Government offices	P*	P	P	P	—	—	P	P	P	P	P
Insurance and accounting offices	P*	—	P	P	—	—	P	P	P	P	P
Massage/acupressure as primary use	—	—	—	M	—	—	M ^{DT} C	C	C	C	M
Massage as ancillary use to primary permitted use—less than 40% of gross floor area of business	M	—	M	M	—	—	M	M	M	M	M
Real estate, escrow & property management offices	P*	—	P	P	—	—	P	P	P	P	P
Recording/film studios	M*	—	M	M	—	—	M	M	M	M	P
Animal Services											
Feed, tackle supplies for large animals	—	—	—	—	—	—	—	—	—	—	—
Pet boarding and kennels	—	—	M	M	—	—	M	M	M	M	—

Pet grooming	—	—	P	P	—	—	P	P	P	P	P
Veterinarian clinic and hospitals (with incidental boarding)	—	—	—	—	—	—	—	P	P	P	P
Pet sales and supplies (without outdoor storage)	—	—	—	P	—	—	P	P	P	P	P
Alcoholic Beverage Sales											
Alcoholic sales for off-site consumption, with or without tasting room	M	M	M	M	—	—	M	C	C	C	M
On-site sales in connection w/restaurant	M	M	M	M	—	—	M	C	C	C	M
Restaurant and café with entertainment and/or dancing	M	—	M	M	—	—	—	—	—	—	—
Manufacturing, including winery or micro-brewery with tasting room and no restaurant	M	M	M	M	—	—	M	C	C	C	M
Micro-breweries in connection with restaurant (Brew Pub)	M	M	M	M	—	—	M	C	C	C	M
Micro-breweries without tasting room	—	—	—	—	—	—	—	—	—	C	—
Educational/Instructional/Day Care Uses											
Adult day care	—	—	—	M	—	—	M	C	C	C	M
Children tutorial classes	—	—	—	M	—	—	M	M	M	M	M
Colleges—public and private	—	M	M	M	—	—	M	C	C	C	C
Schools—elementary, middle, secondary, high, private	E	M	M	M	M ^{DT} C	M ^{DT} C	M	C	C	C	C
Studio—Art, Dance, Martial Arts, Music (School) with greater than 1,500 sq. ft. GFA	—	P	M	M	—	—	P	M	M	M	M
Studio—Art, Dance, Martial Arts, Music (School) with less than 1,500 sq. ft. GFA	—	P	P	P	—	—	M	M	M	M	M
Licensed nurseries, pre-schools and day care facilities for children	—	—	M	M	—	—	M	M	M	M	M

Adult vocational classes, trade schools, computer training	—	—	—	M	—	—	M ^{DT} C	M	C	C	C
Traffic and automobile driving schools	—	—	—	—	—	—	— ^{DT} C	C	C	C	C
Food/Restaurants/Eating Establishments											
Bakery—primarily retail sales	P	P	P	P	—	—	P	P	P	P	P
Banquet Hall as ancillary use to primary permitted use	M*	M	M	M	—	—	—	C	C	C	C
Catering services as primary use—may include on-site dining facilities	—	—	—	—	—	—	M ^{DT} P	P	P	P	—
Ice cream, juice, tea and candy shops	P	P	P	P	—	—	P	P	P	P	P
Restaurant/coffee shop with drive thru	—	—	—	—	—	—	—	M S	M	M	—
Restaurant/coffee shop without drive thru facilities or alcohol sales	P	P	P	P	—	—	P	P	P	P	P
Outdoor dining in public right-of-way	P ^S	P ^S	P ^S	P ^S	—	—	P ^{S-DT}	—	—	—	—
General Merchandise/Retail Trade											
Antiques retail sales (excludes pawn shop)	P*	—	P	P	—	—	P	P	P	P	P
Consumer electronics, computer and phone equipment retail sales	P	—	P	P	—	—	P	P	P	P	P
Art gallery with retail sales (If retail sales area is less than 15%, see exhibit hall and gallery under Administrative/Professional)	P*	—	P	P	—	—	P	P	P	P	P
Art supplies, framing	P*	—	P	P	—	—	P	P	P	P	P
Beauty supplies	P*	—	P	P	—	—	P	P	P	P	P
Books and magazines	P	—	P	P	—	—	P	P	P	P	P
Camera and photographic supplies	P*	—	P	P	—	—	P	P	P	P	P

Clothing/shoe stores	P*	—	P	P	—	—	P	P	P	P	P
Cigar/cigarette/smoke shops/electronic cigarettes as a primary use	—	—	—	—	—	—	—	C	C	C	—
Consignment clothing sales	P*	—	P	P	—	—	P	P	P	P	P
Farmer's Market	M ^S	M ^S	M ^S	M ^S	—	—	—	—	—	—	—
Convenience stores	—	—	—	—	—	—	—	P	P	P	P
Floor covering (carpet, tile, and similar)	—	—	—	—	—	—	—	P	P	P	—
Florists	P	—	P	P	—	—	P	P	P	P	P
Food/drug store (less than 5,000 square feet GFA)	P	—	P	P	—	—	P	P	P	P	P
Food/drug store (greater than 5,000 square feet GFA)	—	—	—	—	—	—	—	M	M	M	—
Fabric stores (less than 5,000 square feet GFA)	P*	—	P	P	—	—	P	P	P	P	P
Firearms, ammunition, related products, assembly—retail sales	—	—	—	C	—	—	—	—	—	—	—
Furniture, office and home furnishings	P*	—	—	P	—	—	P	P	P	P	P
Garden supply with outdoor display of plants	—	—	—	—	—	—	P	P	—	—	—
General merchandise, specialty, gift, craft items, candles, house wares, and variety (non-discount) stores	P*	—	P	P	—	—	P	P	P	P	P
Hardware/home improvement stores	P*	—	P	P	—	—	P	P	P	P	P
Health, herbal, botanical stores	P*	—	P	P	—	—	P	P	P	P	P
Hobby, toy and game	P*	—	—	P	—	—	P	P	P	P	P
Hookah lounge/smoking room	—	—	—	—	—	—	C	C	C	C	C
Indoor swap meets/concession malls	—	—	—	—	—	—	—	—	—	—	—
Interior decorating, linen, and bath stores	P*	—	P	P	—	—	P	P	P	P	P

Jewelry sales and repair (excludes pawn shop)	P*	—	P	P	—	—	P	P	P	P	P
Leather goods and equipment	P*	—	P	P	—	—	P	P	P	P	P
Musical instruments	P*	—	P	P	—	—	P	P	P	P	P
Office supplies/stationery/cards	P*	—	P	P	—	—	P	P	P	P	P
Pharmacies (without drive-thru)	P*	—	P	P	—	—	P	P	P	P	P
Pharmacies (with drive-thru)	—	—	—	—	—	—	—	P	P	P	—
Sporting goods and equipment (no gun sales)	P*	—	P	P	—	—	P	P	P	P	P
Thrift stores/second-hand store	—	—	—	—	—	—	—	M	M	M	—
Lodging Places											
Bed and Breakfast	—	—	—	—	M ^S	—	M ^{S-DT}	—	—	—	—
Hotels and motels	M	M	M	M	—	—	M	M	M	M	—
Medical/Health Services											
Acute care/walk-in medical services (urgent care)	—	—	—	M	—	—	—	P	P	C	C
Ambulance services	—	—	—	—	—	—	—	—	—	—	—
Hospitals	—	—	—	—	—	—	—	—	—	—	—
Medical/dental/counseling/psychology/hearing aids/acupuncture/homeopathy/physical therapy/sports therapy	P*	—	P	P	—	—	P	P	P	P	P
Optometry sales	P*	—	P	P	—	—	P	P	P	P	P
Motor Vehicle Services											
Auto body and painting (primary use)	—	—	—	—	—	—	—	—	—	—	—
Auto broker offices	—	—	—	—	—	—	—	P	P	P	—
Auto car washes	—	—	—	—	—	—	—	M	M	M	—
Auto and motorcycle sales—new and used	—	—	—	—	—	—	—	M ^S	M ^S	M ^S	—
Auto rental agencies with parking for vehicle rentals	—	—	—	—	—	—	—	M	M	M	—
Auto/motorcycle repair—general, including quick lube, smog check, transmission service	—	—	—	—	—	—	—	C ^S	C ^S	C ^S	—

Auto upholstery	—	—	—	—	—	—	—	—	—	—	—
Auto car alarm and stereo installation (within an enclosed building only)	—	—	—	—	—	—	—	C	C	C	—
Commercial parking facilities and garages	P	P	P	P	—	—	p ^{DT} —	—	—	—	—
Gas/service station	—	—	—	—	—	—	—	C	C	C	—
Gas station with mini mart, car wash and/or restaurant	—	—	—	—	—	—	—	C	C	C	—
Truck, trailer and equipment rentals	—	—	—	—	—	—	—	—	—	—	—
Personal Services											
Barber, hair/nail/skincare/tanning salon and day spa	p*	—	P	P	—	—	P	P	P	P	P
Body art (tattooing, body piercing, and/or permanent cosmetics)	—	—	—	P	—	—	P	P	P	P	P
Check cashing/deferred deposit or payday advance uses with or without ancillary services	—	—	—	—	—	—	—	—	—	—	—
Cemeteries, crematory, mortuary and mausoleums	—	—	—	—	—	—	—	—	—	—	—
Dry cleaners/laundry—non-commercial	p*	—	—	P	—	—	P	P	P	P	P
Fortunetelling	—	—	P	P	—	—	—	P	—	P	—
Funeral parlors	—	—	—	—	—	—	—	—	—	—	—
Locksmith/key shops	p*	—	P	P	—	—	P	P	P	P	—
Pawnshops/cash for gold and diamonds (as primary use)	—	—	—	—	—	—	—	—	—	—	—
Photocopying and photo developing (retail)	p*	—	P	P	—	—	P	P	P	P	P
Photography studios	p*	—	P	P	—	—	P	P	P	P	P
Postal services/mail box rentals	—	—	—	P	—	—	P	P	P	P	P
Shoe repair	p*	—	P	P	—	—	P	P	P	P	P
Tailor and alterations	p*	—	P	P	—	—	P	P	P	P	P

Public Facilities/Utilities											
Public park	—	P	P	P	P	P	P	P	P	P	P
Public maintenance yard and other non-office uses	—	P	M	M	—	—	M	M	M	M	M
Public utility structures	M	M	M	M	M	M	M	M	M	M	M
Recreation/Entertainment											
Cyber café	—	—	—	—	—	—	—	—	—	—	—
Billiards and pool halls	—	—	—	—	—	—	—	—	—	—	—
Escape rooms	P*	P	P	P	—	—	P	P	P	P	P
Game and video arcades	M	—	M	M	—	—	M ^{DT} C	C	C	C	M
Golf course and driving ranges	—	—	—	—	—	—	—	—	C	C	—
Health and fitness clubs	—	P	M	M	—	—	M	M	M	M	M
Indoor—amusement/recreation/sports fields and courts/skating/batting cages/roller hockey facilities (not within a public park)	M	—	M	M	—	—	M	C	C	C	M
Outdoor amusement/recreation/sports fields and courts/skating/batting cages/roller hockey facilities (not within a public park)	M	—	M	M	—	—	M	M	M	M	M
Public assembly/auditoriums/meeting halls/religious facilities	M ^S	M ^S	M ^S	M ^S	C ^S	C ^S	M ^{S-DT} C ^S	C ^S	C ^S	C ^S	M ^S
Theatres (live stage and movie) and concert halls	M	M	M	M	—	—	M ^{DT} C	C	C	C	M
Repair Services											
Antique restoration	—	—	—	—	—	—	—	M	M	M	—
Equipment and appliance repair	—	—	—	—	—	—	—	M	M	M	—
Furniture refinishing	—	—	—	—	—	—	—	M	M	M	—
Furniture upholstery	—	—	—	—	—	—	—	M	M	M	—
Residential Uses											
Accessory structures	P	P	P	P	P	P	P	P	P	P	P

Assisted living facilities	—	—	M	M	C	C	C _{MDT}	C	C	C	C
Accessory dwelling units	P	P	P	P	P	P	P	P	P	P	P
Junior accessory dwelling units	—	—	—	—	P	—	P	—	—	—	P
Parolee home	—	—	—	—	—	—	—	—	—	—	—
Residential care facility (6 or fewer persons)	P	—	P	P	P	P	P	P	P	P	P
Residential care facility (7 or more persons)	M	—	M	M	M	M	M	M	M	M	M
Multiple-family development	—	—	P	P	—	P	P	P	P	P	P
Residential within mixed-use development having a commercial component (may include senior, affordable, market rate, etc.)	P	—	P	P	—	—	P	P	P	P	P
Senior housing	M	—	M	M	M	M	M	M	M	M	M
Live/work (as a part of a mixed-use development or stand-alone)	M ^S	—	M ^S	M ^S	—	—	M ^S	M ^S	M ^S	M ^S	—
Detached, single family dwellings	—	—	—	—	P	—	P	—	—	—	P
Student housing/dormitory/group quarters	—	—	M	M	—	M ^{DT} C	M ^{DT} C	C	C	C	—
Small family childcare (1 to 6 children)	P	—	P	P	P	P	P	P	P	P	P
Large family childcare (7 to 14 children)	—	—	—	—	M	M	—	—	—	—	M
Service/Non-Profit Organizations											
Civic buildings/uses	P	P	P	P	P	P	P	P	P	P	P
Offices for philanthropic, charitable, civic and service organizations	P*	—	P	P	—	—	P	P	P	P	P
Temporary political campaign offices and headquarters	P*	P	P	P	—	—	P	P	P	P	P
Miscellaneous											
Industrial uses	—	—	—	—	—	—	—	—	—	—	—
Adult-oriented uses	—	—	—	—	—	—	—	—	—	—	—

P=Permitted; M=Minor Use
Permit; C=Conditional Use
Permit; "—"=Not Permitted;
"*"=Not permitted on the ground
floor, except on Sierra Avenue; "S
"=Special use regulations; "DT
"=Pertaining to parcels within the
Downtown boundary

Table 30-359.B.—Land Uses

	Civic Core	Sierra Core	Gateway Core	Mixed-Use Core	Multi-Family Core	Neighborhood Core
<u>Administrative/Professional</u>						
<u>Architectural, design, and engineering services</u>	P	P	P	P	--	--
<u>Attorney/legal services</u>	P	P	P	P	--	--
<u>Banks/financial institutions, credit unions and remote ATMs (stand-alone facilities—without drive-thru)</u>	P	P	P	P	--	--
<u>Banks/financial institutions, credit unions and remote ATMs (with drive-thru)</u>	--	--	M	M	--	--
<u>Brokerage firms and financial institutions</u>	P	P	P	P	--	--
<u>Exhibit halls and galleries with 15% or less retail sales area</u>	P	P	P	P	--	--
<u>General administrative offices</u>	P	P	P	P	--	--
<u>Government offices</u>	P	P	P	P	--	--
<u>Insurance and accounting offices</u>	P	P	P	P	--	--
<u>Massage/acupressure as primary use</u>	--	--	--	C	--	--
<u>Massage as ancillary use to primary permitted use—less than 40% of gross floor area of business</u>	M	M	M	M	--	--
<u>Real estate, escrow & property management offices</u>	P	P	P	P	--	--
<u>Recording/film studios</u>	M	M	M	M	--	--
<u>Animal Services</u>						
<u>Feed, tackle supplies for large animals</u>	--	--	--	--	--	--
<u>Pet boarding and kennels</u>	--	--	--	C	--	--
<u>Pet grooming</u>	--	--	--	P	--	--
<u>Veterinarian clinic and hospitals (with incidental boarding)</u>	--	--	--	C	--	--
<u>Pet sales and supplies (without outdoor storage)</u>	--	--	P	P	--	--
<u>Alcoholic Beverage Sales</u>						
<u>Alcoholic sales exclusively for off-site consumption</u>	--	--	M	M	--	--
<u>On-site sales in connection w/restaurant</u>	M	M	M	M	--	--
<u>Restaurant and café with entertainment and/or dancing</u>	M	M	M	--	--	--
<u>Manufacturing, including winery or micro-brewery with tasting room and no restaurant</u>	M	M	M	M	--	--
<u>Micro-breweries in connection with restaurant (Brew Pub)</u>	M	M	M	M	--	--
<u>Micro-breweries without tasting room</u>	--	--	--	--	--	--
<u>Educational/Instructional/Day Care Uses</u>						
<u>Adult day care</u>	--	--	--	M	--	--

Children tutorial classes	--	--	--	<u>M</u>	--	--
Colleges—public and private	<u>M</u>	--	<u>M</u>	<u>M</u>	--	--
Schools—elementary, middle, secondary, high, private	--	--	--	<u>M</u>	<u>M</u>	<u>M</u>
Studio—Art, Dance, Martial Arts, Music (School) with greater than 1,500 sq. ft. GFA	--	--	<u>P</u>	<u>P</u>	--	--
Studio—Art, Dance, Martial Arts, Music (School)with less than 1,500 sq. ft. GFA	--	--	<u>P</u>	<u>M</u>	--	--
Licensed nurseries, pre-schools and day care facilities for children	--	--	--	<u>M</u>	--	--
Adult vocational classes, trade schools, computer training	<u>M</u>	--	<u>M</u>	<u>M</u>	--	--
Traffic and automobile driving schools	--	--	--	--	--	--
<u>Food/Restaurants/Eating Establishments</u>						
Bakery—primarily retail sales	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
Banquet Hall as ancillary use to primary permitted use	<u>M</u>	--	<u>M</u>	--	--	--
Catering services as primary use—may include on-site dining facilities	<u>M</u>	<u>M</u>	<u>M</u>	<u>M</u>	--	--
Ice cream, juice, tea and candy shops	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
Restaurant/coffee shop with drive thru	--	--	--	--	--	--
Restaurant/coffee shop without drive thru facilities or alcohol sales	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
Outdoor dining in public right-of-way	<u>p^s</u>	<u>p^s</u>	<u>p^s</u>	<u>p^s</u>	--	--
<u>General Merchandise/Retail Trade</u>						
Antiques retail sales (excludes pawn shop)	<u>M</u>	<u>M</u>	<u>M</u>	<u>M</u>	--	--
Consumer electronics, computer and phone equipment retail sales	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
Art gallery with retail sales (If retail sales area is less than 15%, see exhibit hall and gallery under Administrative/Professional)	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
Art supplies, framing	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
Beauty supplies	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
Books and magazines	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
Camera and photographic supplies	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--

<u>Clothing/shoe stores</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
<u>Cigarette/smoke shops/electronic cigarettes as a primary use</u>	--	--	--	--	--	--
<u>Cigar sales only</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
<u>Cigar lounge/hookah lounge/smoking room</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	--	--
<u>Consignment clothing sales</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	--	--
<u>Farmer's Market</u>	<u>M^S</u>	<u>M^S</u>	<u>M^S</u>	--	--	--
<u>Convenience stores</u>	--	--	<u>C</u>	<u>C</u>	--	--
<u>Floor covering (carpet, tile, and similar)</u>	--	--	<u>P</u>	<u>P</u>	--	--
<u>Florists</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
<u>Food/drug store</u>	--	--	<u>P</u>	<u>P</u>	--	--
<u>Fabric stores</u>	--	--	<u>P</u>	<u>P</u>	--	--
<u>Firearms, ammunition, related products, assembly—retail sales</u>	--	--	--	--	--	--
<u>Furniture, office and home furnishings</u>	--	--	<u>P</u>	<u>P</u>	--	--
<u>Garden supply with outdoor display of plants</u>	--	--	<u>P</u>	<u>P</u>	--	--
<u>General merchandise, specialty, gift, craft items, candles, house wares, and variety (non-discount) stores</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
<u>Hardware/home improvement stores</u>	--	--	<u>P</u>	<u>P</u>	--	--
<u>Health, herbal, botanical stores</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
<u>Hobby, toy and game</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
<u>Indoor swap meets/concession malls</u>	--	--	--	--	--	--
<u>Interior decorating, linen, and bath stores</u>	--	--	<u>P</u>	<u>P</u>	--	--
<u>Jewelry sales and repair (excludes pawn shop)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
<u>Leather goods and equipment</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
<u>Musical instruments</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
<u>Office supplies/stationery/cards</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
<u>Sporting goods and equipment (no gun sales)</u>	<u>M</u>	<u>M</u>	<u>M</u>	<u>M</u>	--	--
<u>Thrift stores/second-hand store</u>	--	--	--	<u>P</u>	--	--
<u>Lodging Places</u>						
<u>Bed and Breakfast</u>	<u>M</u>	<u>M</u>	<u>M</u>	<u>M^S</u>	--	<u>M^S</u>
<u>Hotels</u>	<u>M</u>	<u>M</u>	<u>M</u>	<u>M</u>	--	--
<u>Motels</u>	--	--	--	--	--	--
<u>Medical/Health Services</u>						
<u>Acute care/walk-in medical services (urgent care)</u>	--	--	--	<u>P</u>	--	--
<u>Ambulance services</u>	--	--	--	--	--	--
<u>Hospitals</u>	--	--	--	--	--	--

<u>Medical/dental/counseling/psychology/hearing aids/acupuncture/homeopathy/physical therapy/sports therapy</u>	<u>M</u>	--	<u>M</u>	<u>P</u>	--	--
<u>Optometry sales</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
Motor Vehicle Services						
<u>Auto body and painting (primary use)</u>	--	--	--	--	--	--
<u>Auto broker offices</u>	--	--	--	--	--	--
<u>Auto car washes</u>	--	--	--	--	--	--
<u>Auto and motorcycle sales—new and used</u>	--	--	--	--	--	--
<u>Auto rental agencies with parking for vehicle rentals</u>	--	--	--	--	--	--
<u>Auto/motorcycle repair—general, including quick lube, smog check, transmission service</u>	--	--	--	--	--	--
<u>Auto upholstery</u>	--	--	--	--	--	--
<u>Auto car alarm and stereo installation (within an enclosed building only)</u>	--	--	--	--	--	--
<u>Commercial parking facilities and garages</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
<u>Gas/service station</u>	--	--	<u>C</u>	<u>C</u>	--	--
<u>Gas station with mini mart, car wash and/or restaurant</u>	--	--	<u>C</u>	<u>C</u>	--	--
<u>Truck, trailer and equipment rentals</u>	--	--	--	--	--	--
Personal Services						
<u>Barber, hair/nail/skincare/tanning salon and day spa</u>	<u>M</u>	<u>M</u>	<u>M</u>	<u>P</u>	--	--
<u>Body art (tattooing, body piercing, and/or permanent cosmetics)</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	--	--
<u>Check cashing/deferred deposit or payday advance uses with or without ancillary services</u>	--	--	--	--	--	--
<u>Cemeteries, crematory, mortuary and mausoleums</u>	--	--	--	--	--	--
<u>Dry cleaners/laundry—non-commercial</u>	--	--	--	<u>P</u>	--	--
<u>Fortunetelling</u>	--	--	--	<u>M</u>	--	--
<u>Funeral parlors</u>	--	--	--	--	--	--
<u>Locksmith/key shops</u>	--	--	--	<u>P</u>	--	--
<u>Pawnshops/cash for gold and diamonds (as primary use)</u>	--	--	--	--	--	--
<u>Photography studios</u>	--	--	--	<u>P</u>	--	--
<u>Postal services/mail box rentals</u>	--	--	--	<u>P</u>	--	--

Shoe repair	--	--	--	P	--	--
Tailor and alterations	--	--	--	P	--	--
Public Facilities/Utilities						
Public park	P	P	P	P	P	P
Public maintenance yard and other non-office uses	P	--	M	M	--	--
Public utility structures	M	M	M	M	M	M
Recreation/Entertainment						
Billiards and pool halls	M	M	M	--	--	--
Escape rooms	P	P	P	P	--	--
Game and video arcades	M	M	M	M	--	--
Golf course and driving ranges	--	--	--	--	--	--
Health and fitness clubs	--	--	M	M	--	--
Indoor—amusement/recreation/sports fields and courts/skating/batting cages/roller hockey facilities (not within a public park)	M	M	M	M	--	--
Outdoor amusement/recreation/sports fields and courts/skating/batting cages/roller hockey facilities (not within a public park)	--	--	M	M	--	--
Public assembly/auditoriums/meeting halls/religious facilities	C ^s	C ^s	M ^s	M ^s	C ^s	C ^s
Theatres (live stage and movie) and concert halls	M	M	M	M	--	--
Repair Services						
Antique restoration	--	--	--	--	--	--
Equipment and appliance repair	--	--	--	--	--	--
Furniture refinishing	--	--	--	--	--	--
Furniture upholstery	--	--	--	--	--	--
Residential Uses						
Accessory structures	P	P	P	P	P	P
Assisted living facilities	--	--	M	M	C	C
Parolee home	--	--	--	--	--	--
Residential care facility (6 or fewer persons)	--	--	--	--	--	--
Residential care facility (7 or more persons)	--	--	--	--	--	P
Multiple-family development	--	--	--	--	P	P ^s
Residential within mixed-use development having a commercial component (may include senior, affordable, market rate, etc.)	P	P	P	P	--	--
Senior housing	M	M	M	M	M	M

Live/work (as a part of a mixed-use development or stand-alone)	<u>P^S</u>	<u>P^S</u>	<u>P^S</u>	<u>P^S</u>	--	--
Detached, single family dwellings	--	--	--	<u>P</u>	--	<u>P</u>
Student housing/dormitory/group quarters	--	--	<u>M</u>	<u>M</u>	<u>M</u>	--
Small family childcare (1 to 6 children)	--	--	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Large family childcare (7 to 14 children)	--	--	--	--	<u>M</u>	<u>P</u>
Service/Non-Profit Organizations						
Civic buildings/uses	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Offices for philanthropic, charitable, civic and service organizations	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
Temporary political campaign offices and headquarters	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	--
Miscellaneous						
Industrial uses	--	--	--	--	--	--
Adult-oriented uses	--	--	--	--	--	--
P=Permitted; M=Minor Use Permit; C=Conditional Use Permit; "--"=Not Permitted; "S"=Special use regulations						

DIVISION 4. DEVELOPMENT STANDARDS BY ZONING DISTRICT

~~Sec. 30-361. Retail district.~~

The retail district is the commercial core of Fontana and functions as the city center. Uses include a mixture of commercial, retail, entertainment, office and residential.

Building placement shall be close to the streets and integrated within the pedestrian realm. Architectural features should provide shade and variation in building design.

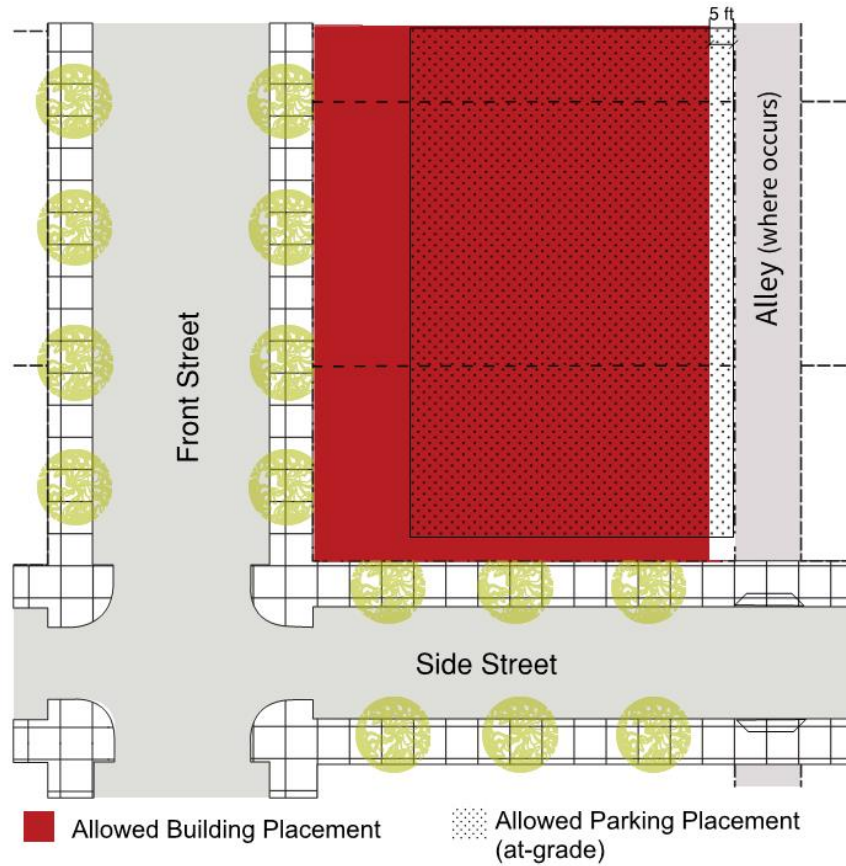
Mixed Use Residential		Minimum		Maximum
		12 units/acre		39 units/acre
Commercial Floor Area Ratio (without a residential component)		—		2.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft.)	Min. (ft.)
i.	Front Street	0	10	—
ii.	Side Street	0	10	—
iii.	Side (Interior)	—	—	0
iv.	Rear	—	—	5

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	2/30	25/100	5/70	400/150
Hybrid	3/40	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		

Min. Height	12 ft.	Minimum Height	10 ft.
Buildings fronting on Sierra Avenue between Arrow Blvd and Orange Way shall not exceed 35 feet in height			

-Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedroom	1.5 space per unit
Non-Residential Uses	No parking required	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
-Front Street	Min. 20 ft	
-Side Street	Min. 5 ft	
-Side interior	0 ft	
-Rear property/rear alley	0 ft./0 ft.	



Public and private spaces should be integrated to act as one. Awnings or canopies extending over sidewalks and significant glazing should be included in all new construction or renovation.

Permitted Frontage Types

- ◆ Forecourt
- ◆ Shopfront
- ◆ Arcade
- ◆ Gallery

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right of way subject to the following requirements:

Description➤	Encroachment				Vertical
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	min. 8 ft. clear
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-3621. Civic district.

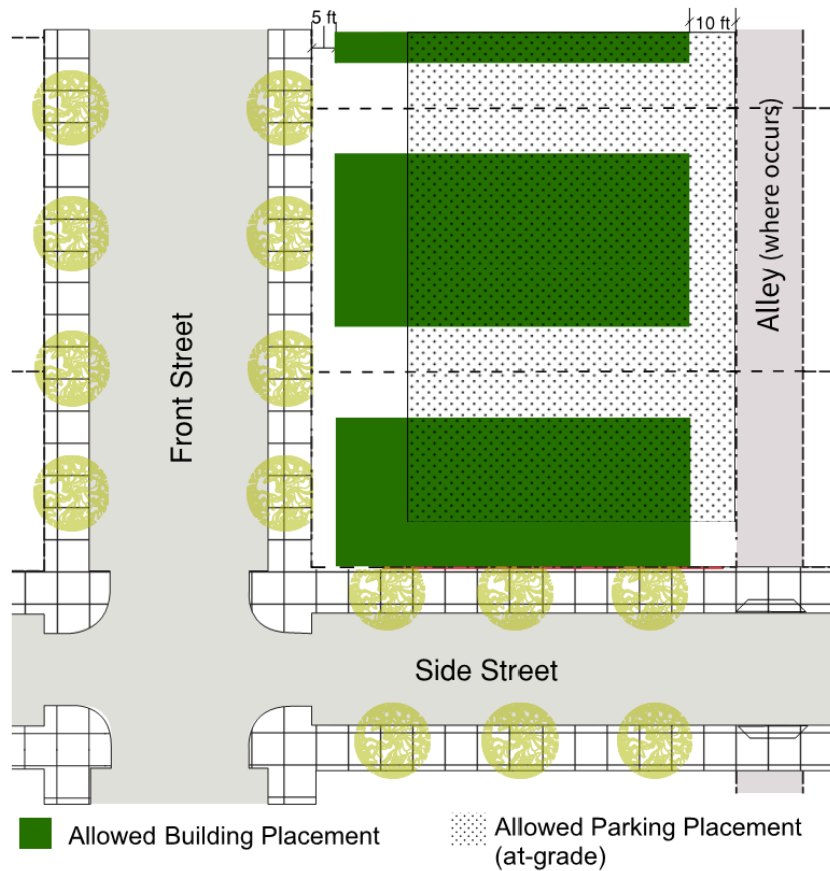
The civic district consists primarily of civic and institutional uses and active and passive recreation areas.

Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	5	25	-
ii.	Side Street	0	15	-
iii.	Side (Interior)	-	-	10
iv.	Rear yard	-	-	10

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	1/18	25/75	4/55	-
Liner	1/18	75/75	4/55	-
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking	
Non-Residential Uses	65% of cumulative parking requirements per FMC
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:	
Setback	
Front Street	Min. 20 ft
Side Street	Min. 5 ft
Side interior	0 ft
Rear property/rear alley	0 ft./min ft



Frontage Types

- Forecourt
- Arcade
- Gallery

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				
	Horizontal				Vertical
	Front	St. Side	Rear	Side	min. 8 ft. clear
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	

Balcony	4 ft. max		min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only			
Eave	min. 2 ft. clear of curb	min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-3632. Station area district.

The station area district includes the Metrolink station and Omnitrans bus terminal as the primary anchors. This area provides a transition between the retail district, the south Sierra gateway district and Chaffey College.

Residential or Mixed-Use Density		Minimum		Maximum
		15 units/acre		39 units/acre
Commercial Floor Area Ratio (without a residential component)		—		2.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft.)	Min. (ft.)
i.	Front Street	0	10	-
ii.	Side Street	0	10	-
iii.	Side (Interior)	-	-	0
iv.	Rear yard	-	-	5
		rail- adjacent	-	10

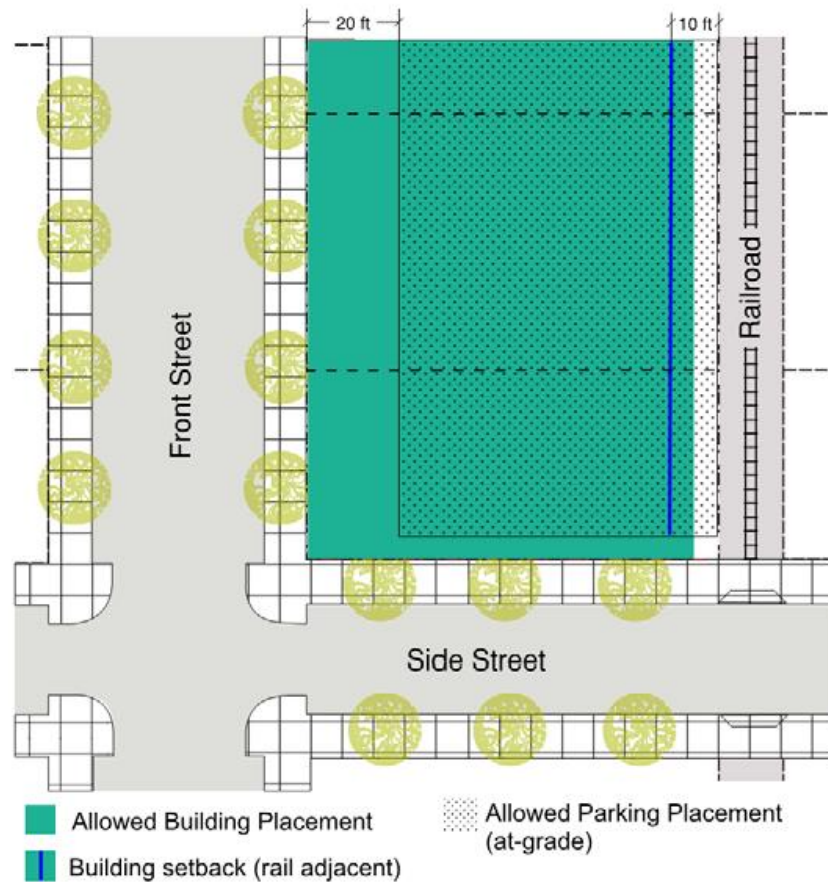
Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Court	1/18	100/100	4/55	150/150
Flex	2/30	25/100	4/55	400/150
Hybrid	2/30	150/160	4/55	400/150
Liner	2/30	100/100	4/55	200/150
Live/Work	2/24	75/80	3/40	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedroom	1.5 spaces per unit
Non-Residential Uses	No Parking Required	

Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:

Setback	
Front Street	Min. 20 ft
Side Street	Min. 5 ft
Side interior	0 ft
Rear property/rear alley	0 ft./min ft



Frontage Types

- Forecourt
- Shopfront
- Arcade
- Gallery
- Stoop

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				
	Horizontal				Vertical
	Front	St. Side	Rear	Side	

Arcade, gallery, awning	min. 2 ft. clear of curb	min. 5 ft. from PL	N/A	min. 8 ft. clear
Balcony	4 ft. max		min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only			
Eave	min. 2 ft. clear of curb	min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-3643. Downtown gateway district.

The downtown gateway district is primarily intended for commercial retail and personal service uses. New development should incorporate pedestrian elements to help serve as a transition to surrounding land uses.

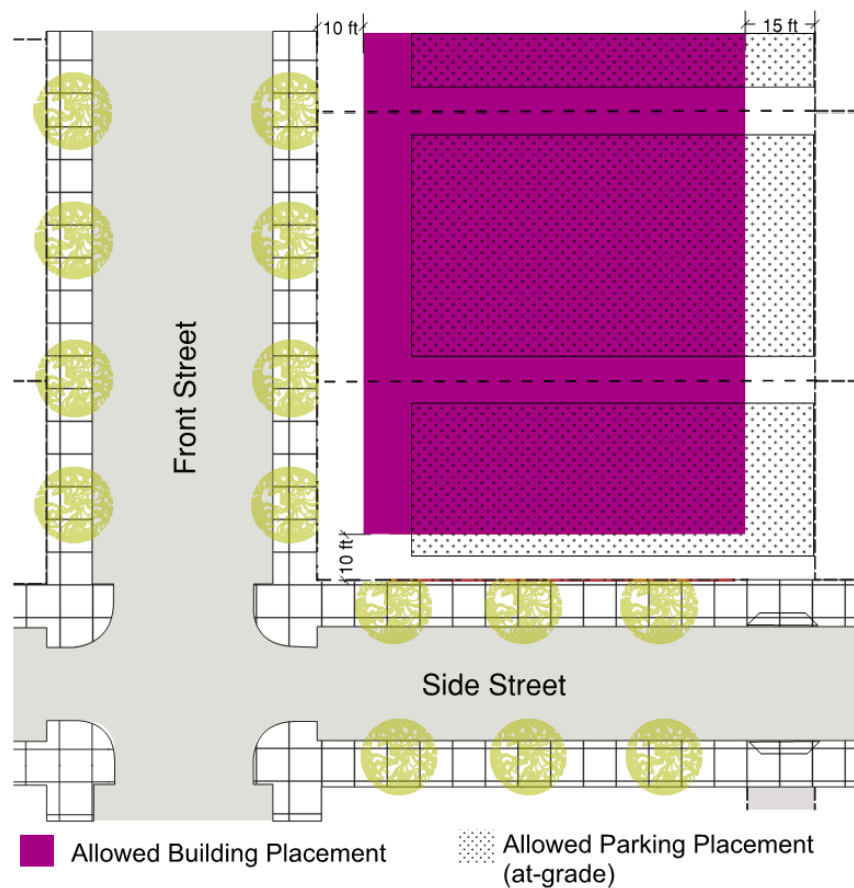
Residential or Mixed-Use Density		Minimum		Maximum
		15 units/acre		39 units/acre
Commercial Floor Area Ratio (without a residential component)		—		2.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	5	35	-
ii.	Side Street	5	20	-
iii.	Side (Interior)	-	-	0
iv.	Rear yard	-	-	15

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	2/30	25/100	5/70	400/150
Hybrid	3/40	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Court	2/24	100/100	5/70	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedroom	1.5 spaces per unit
Non-Residential Uses	No parking required	

Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	
Side interior	5 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Forecourt
- Lightcourt
- Shopfront
- Arcade
- Gallery
- Stoop

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment	
	Horizontal	Vertical

	Front	St. Side	Rear	Side	min. 8 ft. clear
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-3654. Neighborhood district.

The neighborhood district is an area primarily developed with single-family detached homes. New development should preserve and exemplify the character of existing neighborhoods.

Single-Family Density		Minimum		Maximum
		3 units/acre		5 units/acre
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	10	25	-
ii.	Side Street	10	20	-
iii.	Side (Interior)	-	-	5
iv.	Rear yard	-	-	10

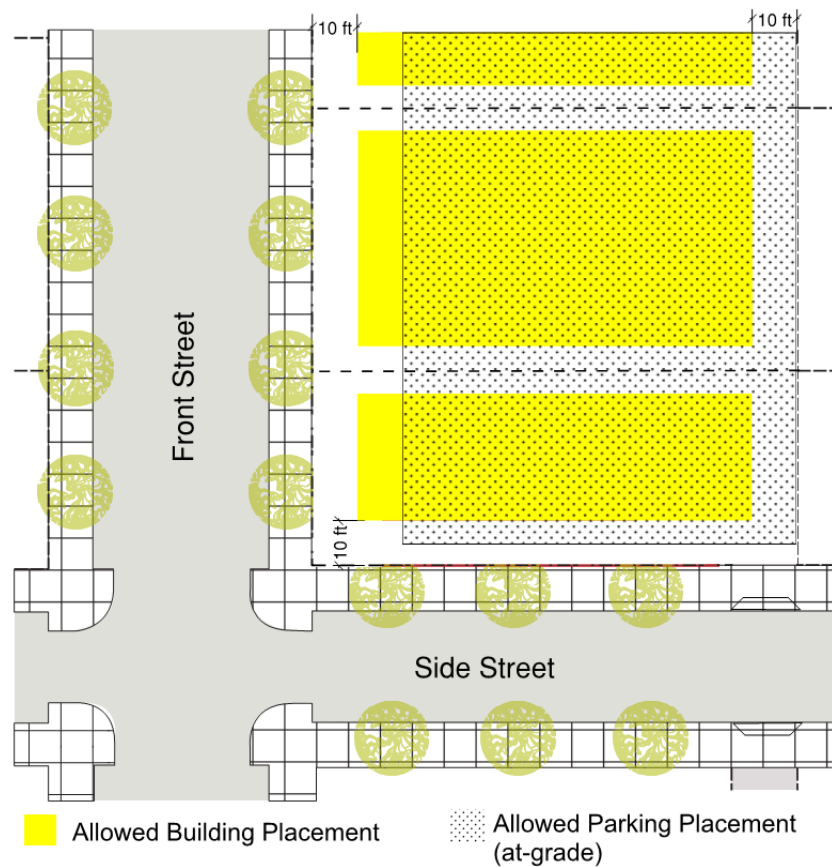
Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Single Family	1/15	50/75	3/40	75/100
Flex (non-residential only)	1/24	—	3/40	—

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Living area or a front porch shall be forward of the garage if provided.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space
	2 to 4 bedrooms	2 spaces
	5+ bedrooms	3 spaces
Non-Residential Uses	65% of cumulative parking requirements per FMC	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	

Side interior	0 ft
Rear property/rear alley	0 ft./min ft



Frontage Types

- Porch
- Stoop
- Dooryard

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical min. 8 ft. clear
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-3665. Multi-family district.

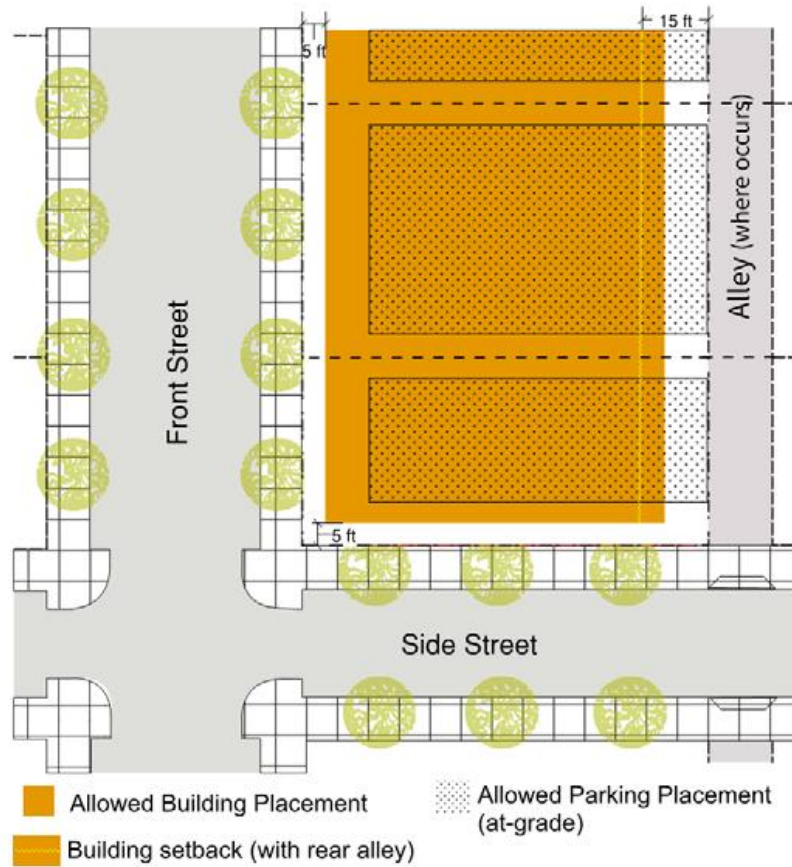
The multi-family district provides higher densities focused along the fringe of the more urban development. New development should incorporate increased density with architectural design and materials that exemplify one of the designated architectural styles.

Multi-Family Density		Minimum		Maximum
		12 units/acre		39 units/acre
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	5	20	-
ii.	Side Street	5	10	-
iii.	Side (Interior)	-	-	0
iv.	Rear yard	-	-	10

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Court	1/18	100/100	4/55	200/200
Liner	1/24	100/100	4/55	200/200
Rowhouse	2/24	125/125	3/40	125/150
Rosewalk & Bungalow Court	1/18	100/100	2/40	200/200
Duplex, Multiplex	1/18	50/100	3/40	75/150
Flex	1/24	—	3/40	—
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedrooms	1.5 spaces per unit
Non-Residential Uses	65% of cumulative parking requirements per FMC	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 15 ft	
Side Street	Min. 10 ft	
Side interior	5 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Dooryard
- Stoop
- Forecourt
- Lightcourt

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	min. 8 ft. clear
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-3676. Transitional district.

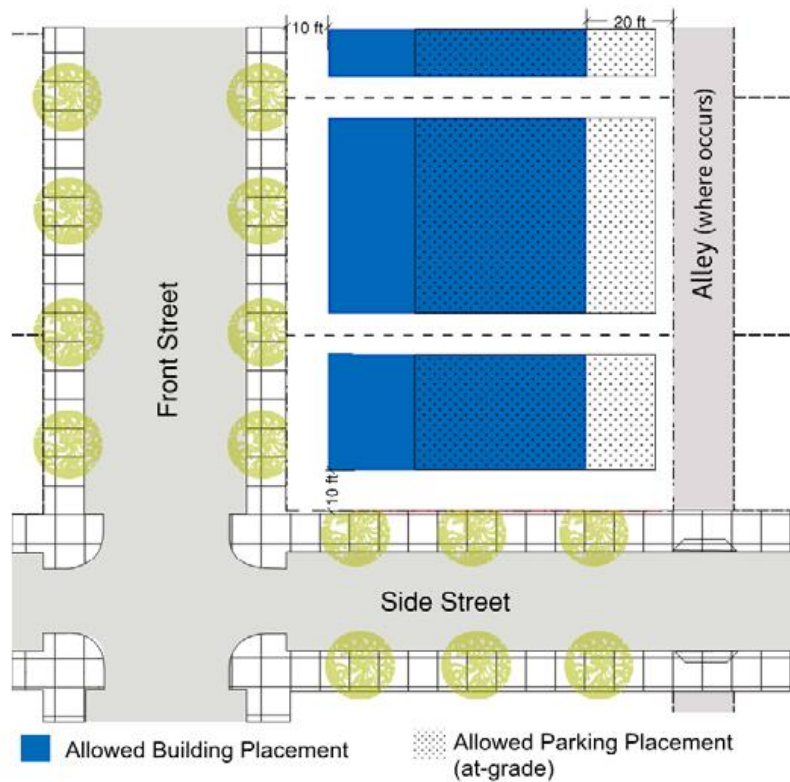
The transitional district is adjacent to more intense commercial uses providing a transition to more sensitive uses, such as residential. This district includes a mixture of commercial office, retail, personal services, and residential.

Multi-Family or Mixed-Use Density		Minimum		Maximum
		12 units/acre		39 units/acre
Detached Single-Family Density		3 units/acre		12 units/acre
Commercial Floor Area Ratio		—		2.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	10	30	-
ii.	Side Street	10	15	-
iii.	Side (Interior)	-	-	5
iv.	Rear yard	-	-	20

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Court	2/30	100/100	3/40	150/150
Live/Work	1/18	75/80	3/40	150/150
Rowhouse	1/18	125/125	3/40	125/150
Rosewalk & Bungalow Court	1/18	75/100	3/40	150/150
Duplex, Multiplex	1/18	50/100	3/40	75/100
Single Family	1/18	50/100	3/40	—
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedrooms	1.5 spaces per unit
Non-Residential Uses	65% of cumulative parking requirements per FMC (no parking required in downtown)	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 30 ft	
Side Street	Min. 10 ft	
Side interior	5 ft	
Rear property/rear alley	Min 5 ft	



Frontage Types

- Forecourt
- Stoop
- Porch
- Shopfront
- Dooryard

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	min. 8 ft. clear
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-3687. Sierra gateway district.

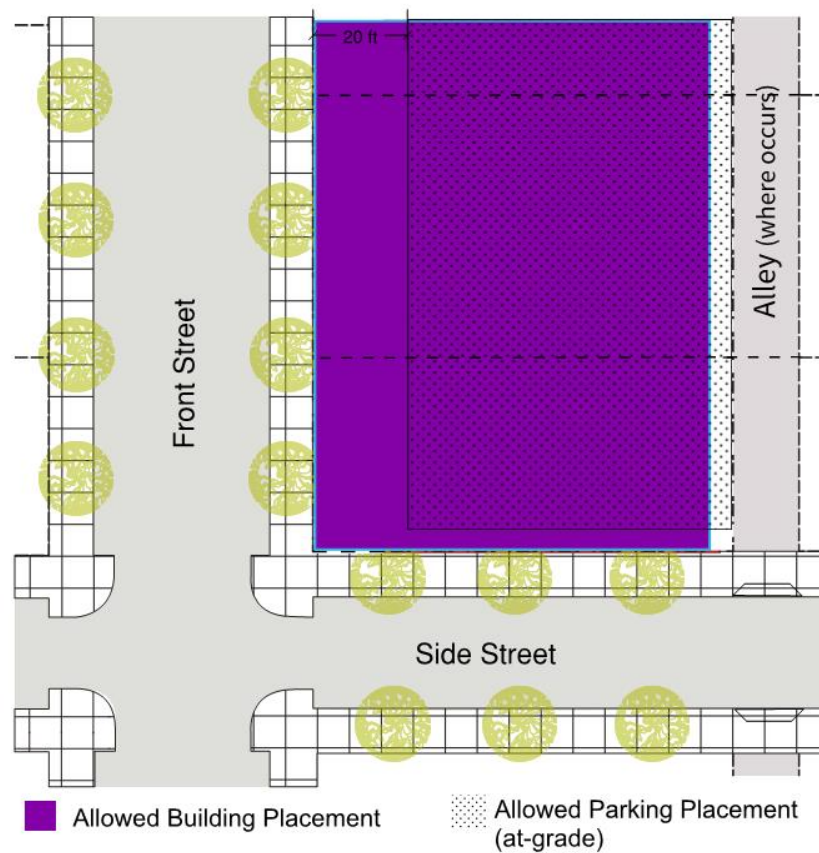
The Sierra gateway district is intended to encourage pedestrian-oriented development and land uses. Uses are to include a mix of medium- to high-density residential, retail and services, office, entertainment, education, and open space.

Residential or Mixed-Use Density		Minimum		Maximum
		18 units/acre		39 units/acre
Commercial Floor Area Ratio (without residential component)		—		2
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	0	10	-
ii.	Side Street	0	10	-
iii.	Side (Interior)	-	-	0
iv.	Rear yard	-	-	5

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	1/30	25/100	4/60	400/150
Hybrid	3/40	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Rowhouse	2/24	75/80	3/40	150/150
Frontage Coverage			50% minimum	
			When the development project is 5 acres or more in size and does not include any residential uses, frontage coverage can be reduced to 25% at the discretion of the Planning Commission if it can be determined that the reduced frontage benefits public safety.	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedrooms	1.5 spaces per unit
Non-Residential Uses	65% of cumulative parking requirements per FMC	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	
Side interior	0 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Forecourt
- Storefront
- Arcade
- Gallery
- Stoop

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	min. 8 ft. clear
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-3698. Route 66 gateway district.

The Route 66 gateway district is primarily intended for commercial retail and personal service uses with incorporated automobile uses that have traditionally been located along the corridor.

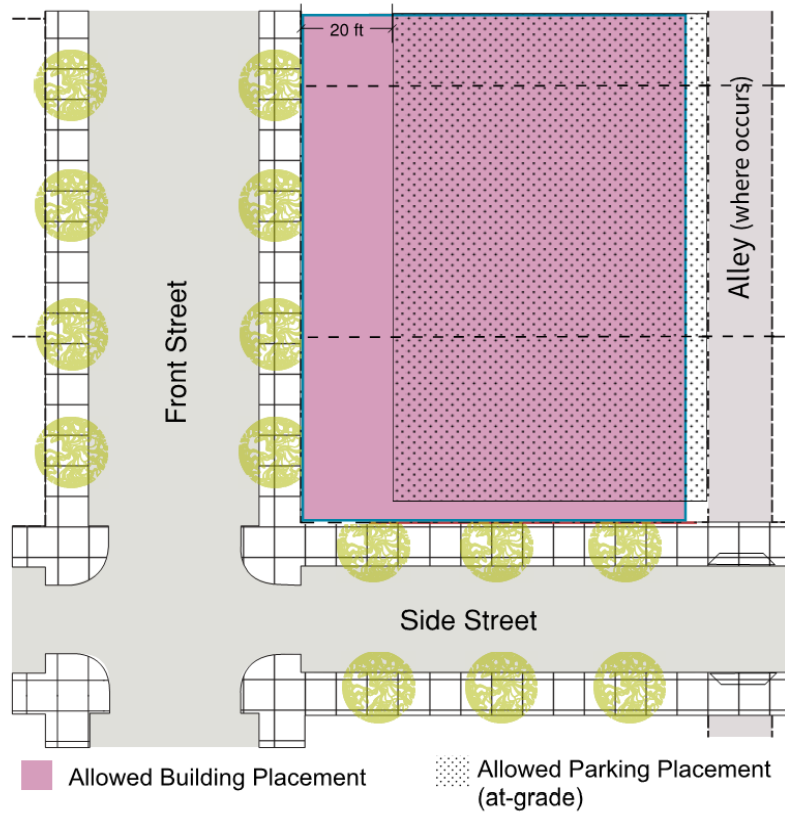
Residential or Mixed-Use Density		Minimum		Maximum
		18 units/acre		39 units/acre
Commercial Floor Area Ratio (without a residential component)		—		2.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft.)	Min. (ft.)
i.	Front Street	0	10	-
ii.	Side Street	0	10	-
iii.	Side (Interior)	-	-	0
iv.	Rear yard	-	-	5

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	1/30	25/100	4/60	400/150
Hybrid	3/40	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Rowhouse	2/24	75/80	3/40	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Hotels may be allowed to a maximum of seven stories and 90 feet in height.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedrooms	1.5 spaces per unit
Non-Residential Uses	65% of cumulative parking requirements per FMC	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	
Side interior	0 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Forecourt
- Lightcourt
- Storefront
- Arcade
- Gallery
- Stoop

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical min. 8 ft. clear
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-37069. Valley gateway district.

The Valley gateway district is intended to encourage pedestrian and transit-oriented development. Land uses should include a mixture of housing types, retail and services, general and medical office, entertainment and education.

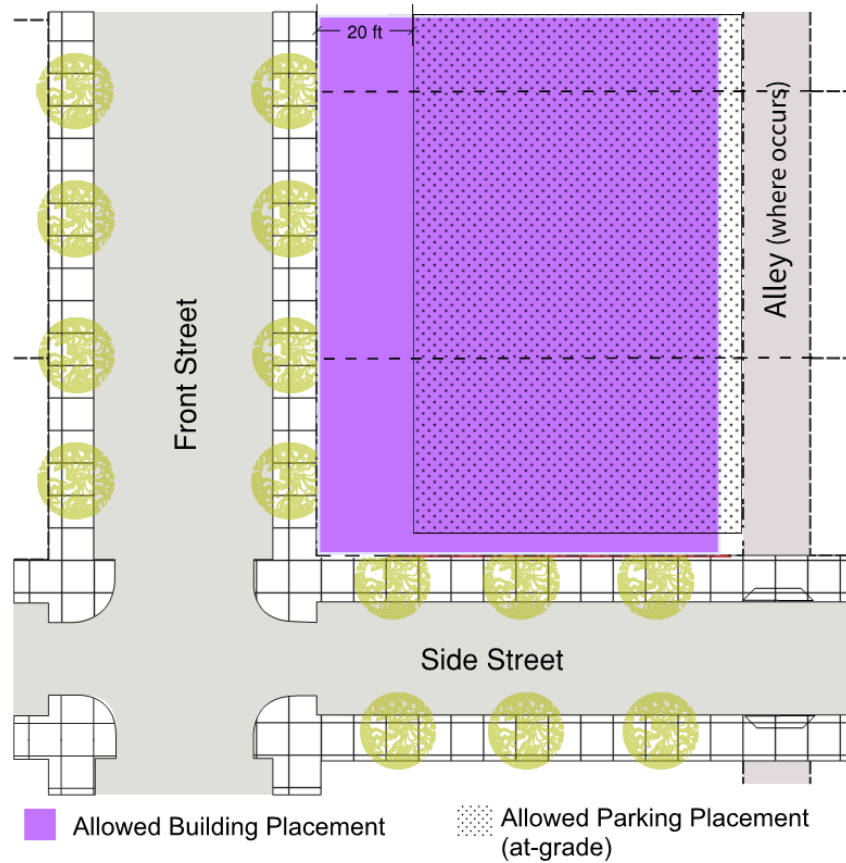
Residential or Mixed-Use Density		Minimum		Maximum
		20 units/acre		39 units/acre
Commercial Floor Area Ratio (without residential component)		—		2.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	0	10	-
ii.	Side Street	0	10	-
iii.	Side (Interior)	-	-	0
iv.	Rear yard	-	-	5

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	2/30	25/100	5/70	400/150
Hybrid	3/40	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Hotels may be allowed to a maximum number of seven stories and 90 feet in height.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedrooms	1.5 spaces per unit
Non-Residential Uses	65% of cumulative parking requirements per FMC	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	
Side interior	0 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Forecourt
- Storefront
- Arcade
- Gallery

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical min. 8 ft. clear
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-3710. Village district.

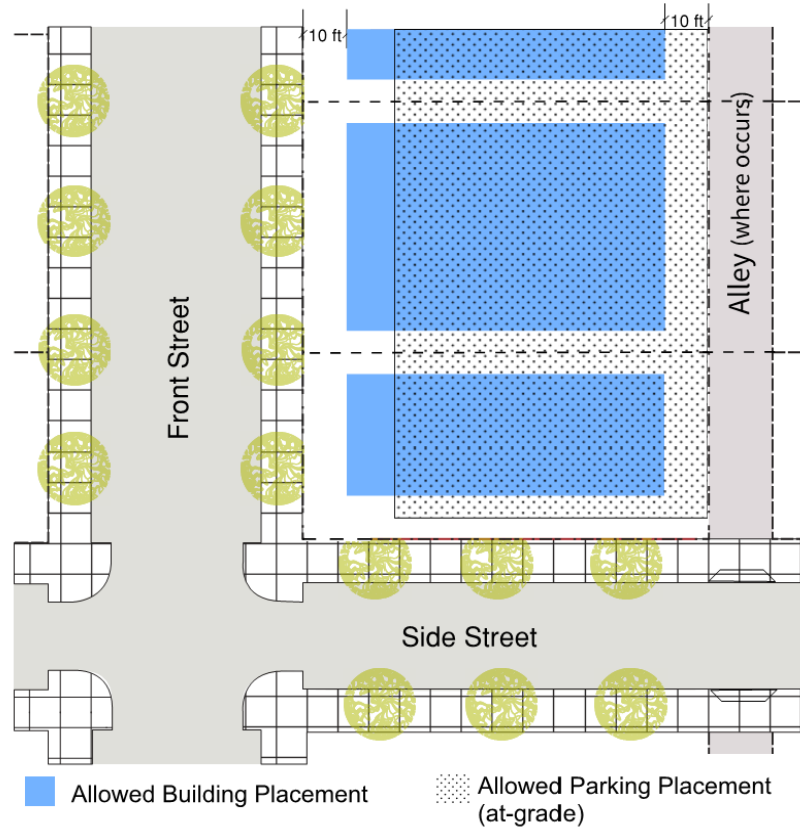
The Village district is intended to provide an alternative to conventional subdivision development with a mixture of housing types, neighborhood-service retail, and open space.

Residential or Mixed-Use		Minimum		Maximum
		2.1 units/acre		24 units/acre
Commercial Floor Area Ratio (without residential component)		—		1.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft)	Min. (ft.)
i.	Front Street	10	25	-
ii.	Side Street	10	20	-
iii.	Side (Interior)	-	-	5
iv.	Rear yard	-	-	10

Allowed Building Types	Min		Max	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	2/30	25/100	5/70	400/150
Hybrid	2/30	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Rowhouse	2/24	125/125	3/40	-
Court	2/24	100/100	5/70	150/150
Single Family	1/15	50/75	3/40	75/100
Duplex, Multiplex	1/18	50/100	3/40	75/150
Rosewalk or Bungalow Ct.	1/18	75/100	3/40	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Required Parking		
Residential Uses	Studio or 1 bedroom	1 space per unit
	2+ bedrooms	1.5 spaces per unit
Non-Residential Uses	65% of cumulative parking requirements per FMC	
Parking Placement: On-site above-ground parking and access shall be located in compliance with the following requirements:		
Setback		
Front Street	Min. 20 ft	
Side Street	Min. 5 ft	
Side interior	0 ft	
Rear property/rear alley	0 ft./min ft	



Frontage Types

- Forecourt
- Storefront
- Arcade
- Gallery
- Stoop
- Porch
- Dooryard

Encroachments: Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements:

Description	Encroachment				Vertical min. 8 ft. clear
	Horizontal				
	Front	St. Side	Rear	Side	
Arcade, gallery, awning	min. 2 ft. clear of curb		min. 5 ft. from PL	N/A	
Balcony	4 ft. max			min. 5 ft. from PL	
Bay window	4 ft. max on upper floors only				
Eave	min. 2 ft. clear of curb		min. 3 ft. from PL	min. 3 ft. from PL	

Sec. 30-371. Downtown Core.

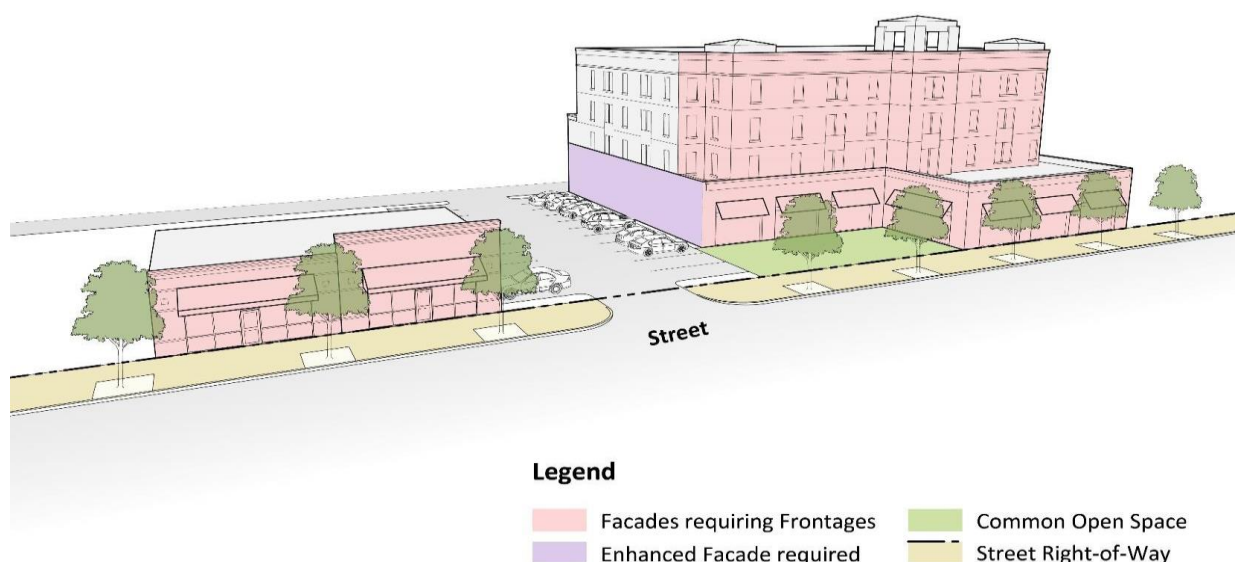
The Downtown Core is required to meet the standards of the Form Based Code, including the following:

- (a) District Core development requirements (30-371)
- (b) Fences, hedges and walls. (Section 30-389)
- (c) Parking
 - 1. Off-street parking and loading standards (Section 30-390)
 - 2. Off-street parking reductions (Section 30-391)
 - 3. Loading (Section 30-392)
 - 4. Bicycle parking (Section 30-393)
- (d) Architectural style (Section 30-394)
- (e) Downtown Core Design Regulations (Commercial, Apartment, and Mixed-Use Buildings) (Section 30-396.a)
- (f) Downtown Core Design Regulations (Residential Buildings) (Section 30-396.b)
- (g) Private open space types (Section 30-398)
- (h) Downtown Core Private Open Space Requirements (Section 30-404.a)

Downtown Core Frontages

Frontages shall be provided at all locations where a building meets the street right-of-way and common open space. A frontage type must be selected from Division 6.

Building facades that are visible from the public right-of-way but do not require a building frontage shall be screened with planting, or enhanced in a manner that reflects the architectural style or is in accordance with Article XII - Sign Regulations.



	Civic Core	Sierra Core	Gateway Core	Mixed-Use Core	Multi-Family Core	Neighborhood Core
Porch	X			X		x
Dooryard	X			X	X	X
Stoop	X		X	X	X	X
Forecourt	X	X	X	X	X	X
Lightcourt	X		X		X	X
Shopfront	X	X	X	X		
Gallery	X	X	X	X		
Arcade	X	X	X	x		

Sec. 30-371.a Civic Core

The Civic Core consists primarily of civic and institutional uses as well as active and passive recreation areas.

Minimum Lot Size:

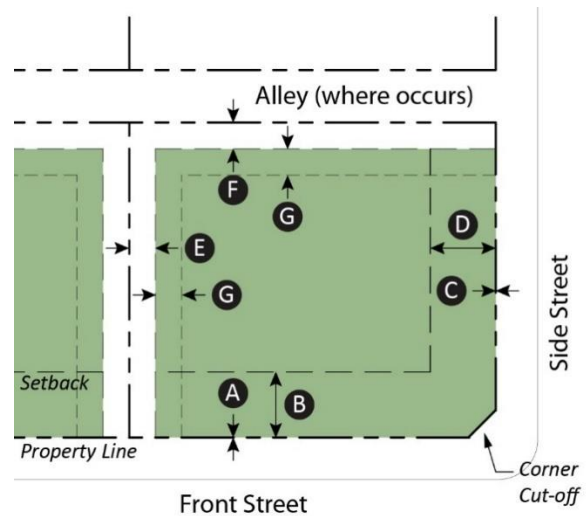
5,000 Square Feet

Required Frontage:

Porch, Dooryard, Stoop, Forecourt, Lightcourt, Shopfront, Gallery and Arcade

Capacity

	<u>Min.</u>	<u>Max.</u>
<u>FAR</u>	=	2.0



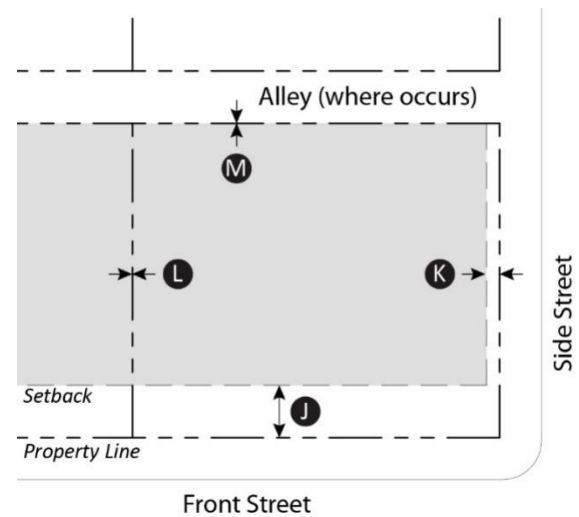
Setbacks

	<u>Min.</u>	<u>Max.</u>
<u>Front Street</u>	0 A	25' B
<u>Side Street</u>	0 C	25' D
<u>Side (Interior)</u>	10' E	=
<u>Rear Yard</u>	10' F	=
<u>Stepback*</u>	10' G	=

* Applies to Rear and Side (Interior) at 35' high, when adjacent to the Neighborhood Core.

Building Form

<u>Height</u>	70 ft. Max. H
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Sec. 30-371.b Sierra Core

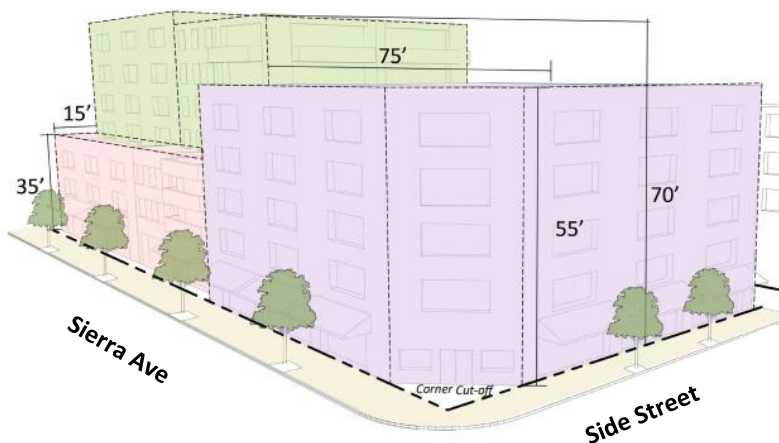
The Sierra Core is the commercial core of Fontana and functions as the city center. Uses include a mixture of commercial, retail, entertainment, office, and residential.

Building placement shall be close to the streets and integrated within the pedestrian realm. Architectural features should provide shade and variation in building design.

Capacity

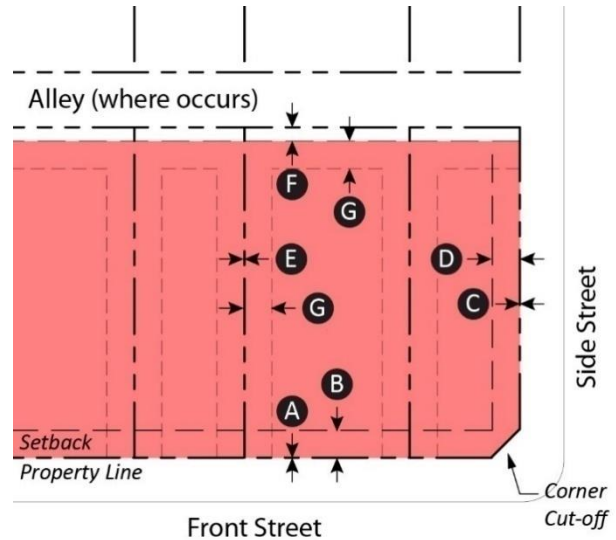
	Min.	Max.
Residential or Mixed-Use Density	24 DU/Ac	70 DU/Ac
Commercial FAR (Retail and Restaurants)	Refer to Sec. 30-405 for frontages that require ground floor commercial	2.0

Sierra Core Building Height Standards



Legend

- Sierra Stepback
- Mid Block Height
- Intersection Height
- Street Right-of-Way



Setbacks

	Min. (ft.)	Max. (ft.)
Front Street	0 A	10 B
Side Street	0 C	10 D
Side (Interior)	0 E	-
Rear Yard	5 F	-
Stepback*	10 G	-

* Applies to Rear and Side (Interior) at 35' high, when adjacent to the Neighborhood Core.

Building Height

Frontage Coverage 80% Min.

Height**	35' Max
	55' Max. within 75' of Side Street Property Line
	70' Max. with Min. Stepback 75' from Side Street and 15' from Sierra Ave Property Line H

Ground

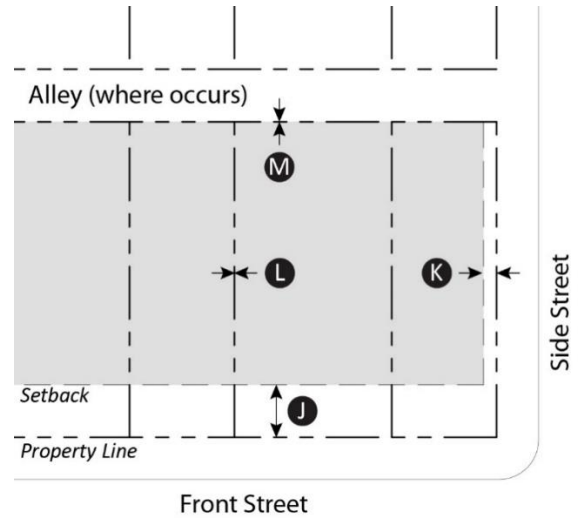
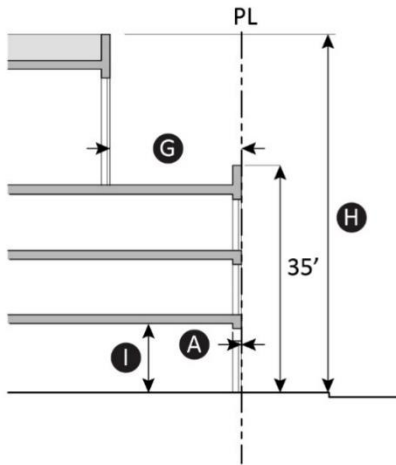
Floor

Commercial

Height**

12 ft. Min I

Public and private spaces should be integrated to act as one. Awnings or canopies extending over sidewalks and significant glazing should be included in all new construction or renovation.



Encroachments

Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements and City Engineer approval:

	Arcade, Gallery, Awning	Balcony	Bay Window	Eave
Front Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Interior	-	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Rear Yard	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Vertical	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear

Parking

	Required Spaces
Residential	1.25 per unit
Non-Residential Uses Under 6,000 Square Feet	No Parking Required
Non-Residential Uses Over 6,000 Square Feet	50% of the Requirements in the Zoning Code (30-685.A)

On-site above-ground parking and access shall be located in compliance with the following setback requirements:

	Min. (ft.)	
Front Street	20	(J)
Side Street	5	(K)
Side Interior	-	(L)
Rear Yard	-	(M)

Minimum Lot Size:

5,000 Square Feet

Required Frontage:

Forecourt, Shopfront, Gallery and Arcade

Sec. 30-371.c Gateway Core

The Gateway Core is primarily intended for commercial retail and personal service uses as well as residential development. New development should incorporate pedestrian elements to help serve as a transition to surrounding land uses.

Capacity

	Min.	Max.
		39 DU/Ac 50 DU/Ac* with the inclusion of ground floor commercial along the front street
Residential or Mixed-Use Density	24 DU/Ac	
Commercial FAR (Retail and Restaurants)	=	2.0

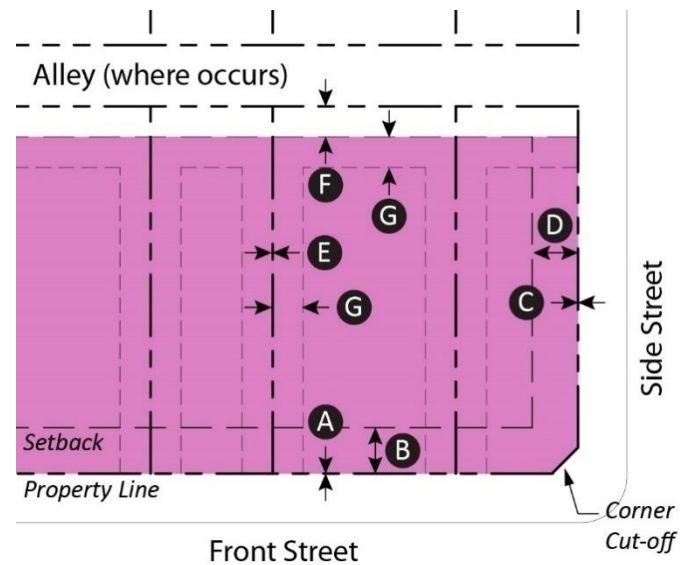
* If a development application includes the State Density Bonus under Section 65915 et seq. AND ground floor commercial, an additional 50% of the State Density Bonus that is achieved may be added in excess of the units allowed by the State Density Bonus.

For Example

A project on a 2 acre parcel may construct 78 residential units. If the project includes ground floor commercial, 100 residential units may be constructed.

Density Bonus:

If the same project also applies for the State Density Bonus and receives 20 additional residential units, Fontana will allow an additional 10 units (50% of the State Density Bonus achieved) for a total of a maximum of 130 units.



Setbacks

	Min. (ft.)	Max. (ft.)
Front Street	0 A	15 B
Side Street	0 C	15 D
Side Interior	0 E	=
Rear Yard	0 F 5 if adjacent to a street	= 15 if adjacent to a street
Stepback**	10 G	=

** Applies to Rear and Side (Interior) at 35' high, when adjacent to the Neighborhood Core.

Building Form

Frontage Coverage 50% Min.

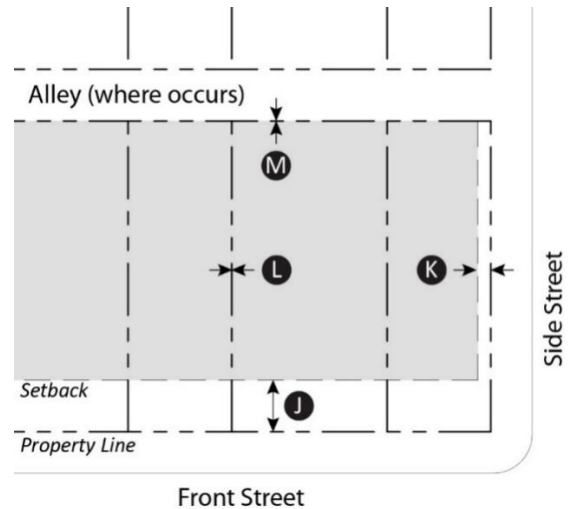
Height***

35' Max
55' Max. within 75' of Side Street Property Line
70' Max. with Min. Stepback 75' from Cross Street and 15' from Sierra Ave Property Line H

Ground Floor

Commercial Height 12 ft. Min

*** Refer to Sierra Core Building Height Standards Figure



Parking

	<u>Required Spaces</u>
<u>Residential</u>	<u>1.25 per unit</u>
<u>Non-Residential Uses Under 6,000 Square Feet</u>	<u>No Parking Required</u>
<u>Non-Residential Uses Over 6,000 Square Feet</u>	<u>50% of the Requirements in the Zoning Code (30-685.A)</u>

On-site above-ground parking and access shall be located in compliance with the following setback requirements:

	<u>Min. (ft.)</u>	
<u>Front Street</u>	<u>20</u>	J
<u>Side Street</u>	<u>5</u>	K
<u>Side (Interior)</u>	-	L
<u>Rear Yard</u>	-	M



5,000 Square Feet

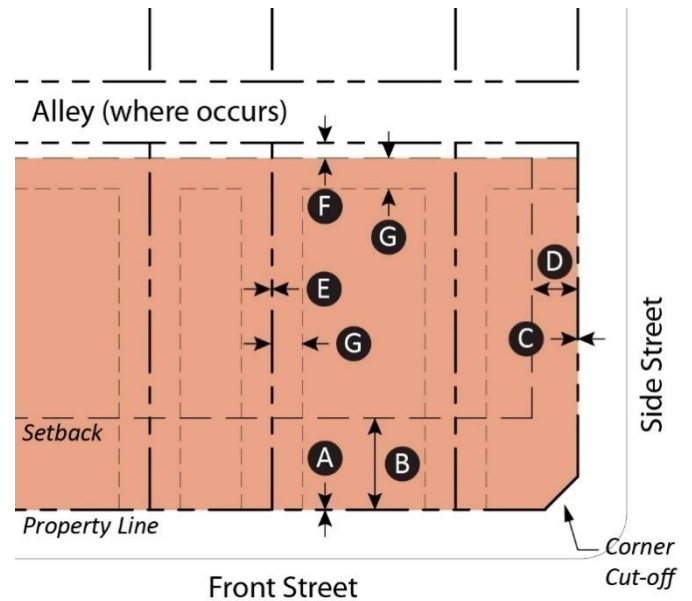
Required Frontage:

Stoop, Forecourt, Lightcourt,
Shopfront, Gallery and Arcade

-  Sierra Stepback
-  Mid Block Height
-  Intersection Height
-  Street Right-of-Way

Sec. 30-371.d Mixed-Use Core

The Mixed-Use Core provides a transition between more intense commercial uses and residential uses. This district includes a mixture of commercial, office, retail, personal services, and residential.



Capacity

	<u>Min.</u>	<u>Max.</u>
<u>Residential or Mixed-Use Density</u>	12 DU/Ac	39 DU/Ac 50 DU/Ac* with the inclusion of ground floor commercial along the front street
<u>Commercial FAR (Retail and Restaurants)</u>	Refer to Sec. 30-405 for frontages that require ground floor commercial	2.0

* If a development application includes the State Density Bonus under Section 65915 et seq. AND ground floor commercial, an additional 50% of the State Density Bonus that is achieved may be added in excess of the units allowed by the State Density Bonus.

For Example

A project on a 2 acre parcel may construct 78 residential units. If the project includes ground floor commercial, 100 residential units may be constructed.

Density Bonus:

If the same project also applies for the State Density Bonus and receives 20 additional residential units, Fontana will allow an additional 10 units (50% of the State Density Bonus achieved) for a total of 130 units.

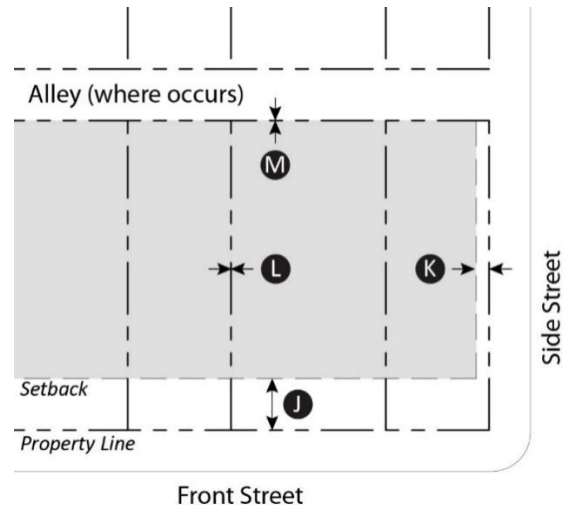
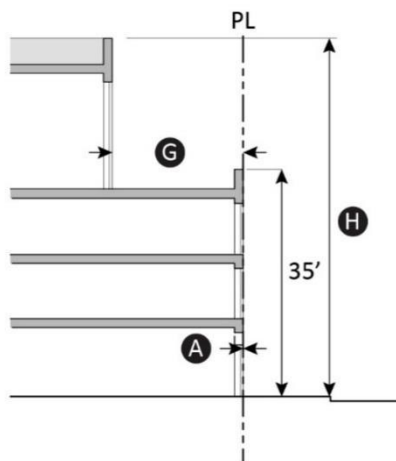
Setbacks

	<u>Min. (ft.)</u>	<u>Max. (ft.)</u>
<u>Front Street</u>	0 A	15 B
<u>Side Street</u>	0 C	15 D
<u>Side Interior</u>	0 E	-
<u>Rear Yard</u>	5 F	-
<u>Stepback**</u>	10 G	-

** Applies to Rear and Side (Interior) at 35' high, when adjacent to the Neighborhood Core.

Building Form

<u>Frontage</u>	50% Min.	
<u>Coverage</u>		
<u>Height</u>	55 ft. Max.	H
<u>Ground Floor Commercial</u>	12 ft. Min	I
<u>Height</u>		



Encroachments

Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements and City Engineer approval:

	<u>Arcade, Gallery, Awning</u>	<u>Balcony</u>	<u>Bay Window</u>	<u>Eave</u>
<u>Front Street</u>	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
<u>Side Street</u>	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
<u>Side Interior</u>	=	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
<u>Rear Yard</u>	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
<u>Vertical</u>	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear

Parking

	<u>Required Spaces</u>
<u>Residential</u>	1.25 per unit
<u>Non-Residential Uses</u>	50% of the Requirements in the Zoning Code (30-685.A)

On-site above-ground parking and access shall be located in compliance with the following setback requirements:

	<u>Min. (ft.)</u>	
<u>Front Street</u>	20	J
<u>Side Street</u>	5	K
<u>Side Interior</u>	=	L
<u>Rear Yard</u>	=	M

Minimum Lot Size:

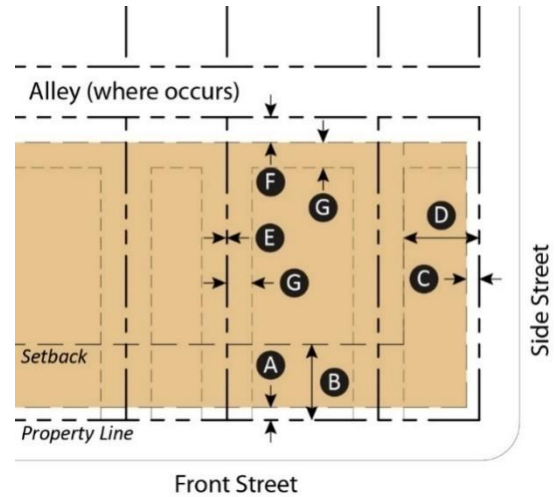
5,000 Square Feet

Required Frontage:

Porch, Dooryard, Stoop, Forecourt, Shopfront, Gallery and Arcade

Sec. 30-371.e Multi-Family Core

The Multi-Family Core provides higher residential intensities adjacent to commercial areas. New development should incorporate increased density with architectural design and materials that exemplify one of the designated architectural styles.



Capacity

	<u>Min.</u>	<u>Max.</u>
<u>Residential Density</u>	<u>12</u> DU/Ac	<u>39 DU/Ac</u> <u>50 DU/Ac</u> <u>with 1 ac or</u> <u>greater lots</u>

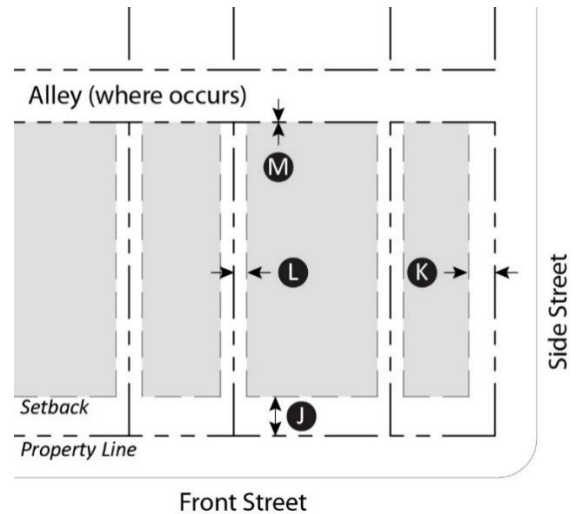
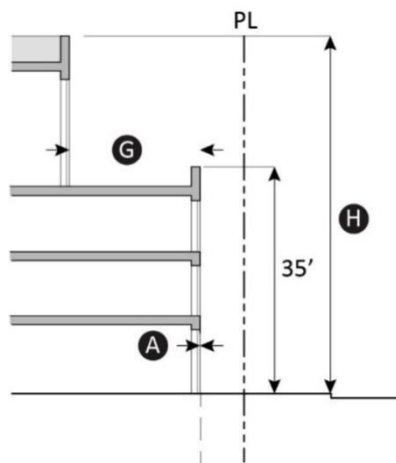
Setbacks

	<u>Min. (ft.)</u>	<u>Max. (ft.)</u>
<u>Front Street</u>	<u>5</u> A	<u>30</u> B
<u>Side Street</u>	<u>5</u> C	<u>30</u> D
<u>Side Interior</u>	<u>0</u> E	<u>=</u>
<u>Rear Yard</u>	<u>10</u> F	<u>=</u>
<u>Stepback*</u>	<u>10</u> G	<u>=</u>

* Applies to Rear and Side (Interior) at 35' high, when adjacent to the Neighborhood Core.

Building Form

<u>Frontage Coverage</u>	<u>50% Min.</u>	
<u>Height</u>	<u>55 ft. Max.</u>	H



Encroachments

Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements and City Engineer approval:

	Arcade, Gallery, Awning	Balcony	Bay Window	Eave
Front Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Interior	=	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Rear Yard	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Vertical	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear

Parking

	Required Spaces
Residential	1.25 per unit

On-site above-ground parking and access shall be located in compliance with the following setback requirements:

	Min. (ft.)	
Front Street	15	J
Side Street	10	K
Side (Interior)	5	L
Rear Yard	=	M

Minimum Lot Size:

5,000 Square Feet

Required Frontage:

Dooryard, Stoop, Forecourt and Lightcourt

Sec. 30-371.f Neighborhood Core

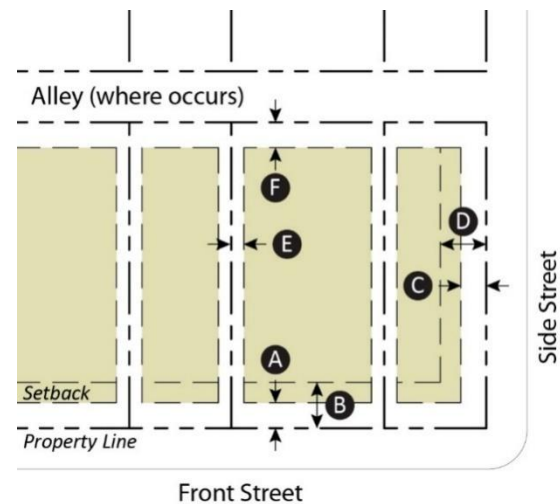
The Neighborhood Core is an area primarily developed with single-family homes. New development should respect and exemplify the character of existing neighborhoods.

Capacity

	<u>Min.</u>	<u>Max.</u>
		5 DU/Ac
<u>Residential Density</u>	3 DU/Ac	16* DU/Ac with 1 ac or greater lot

* Individual property owners may construct a second primary dwelling unit, plus any ADU or JADU that must be allowed under state law and the City's ADU ordinance. Second primary dwelling units shall be subject to all zoning requirements except the Maximum Front Street Setback. This shall apply for single-family lots.

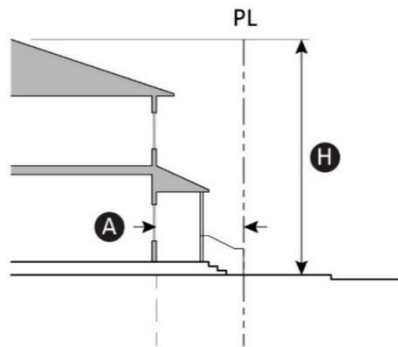
Setbacks



	<u>Min. (ft.)</u>	<u>Max. (ft.)</u>
<u>Front Street</u>	10 A	18 B
<u>Side Street</u>	10 C	18 D
<u>Side Interior</u>	5 E	-
<u>Rear Yard</u>	10 F	-

Building Form

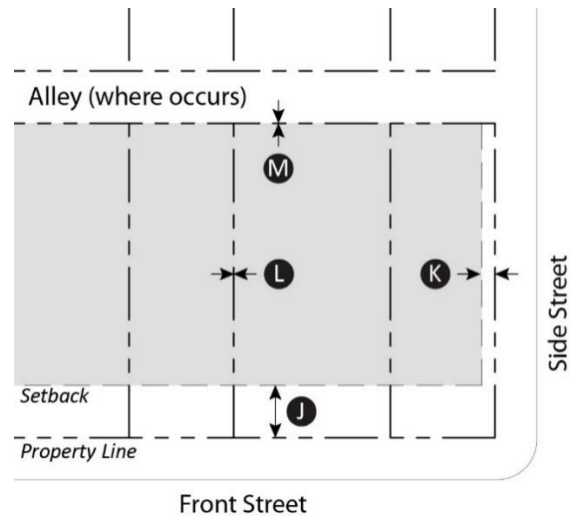
<u>Height</u>	40 ft. Max.	H
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Encroachments

Buildings, architectural features, and signs may encroach into the required setbacks and right-of-way subject to the following requirements and City Engineer approval:

	Arcade, Gallery, Awning	Balcony	Bay Window	Eave
Front Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Street	Min. 2 ft. clear of curb	6 ft. Max.	4 ft. Max. on upper floors only	Min. 2 ft. clear of curb
Side Interior	-	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Rear Yard	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 5 ft. from PL	Min. 3 ft. from PL
Vertical	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear	Min. 8 ft. clear



Parking

Single-Family	Required Spaces
<i>1 Bedroom</i>	1 Space
<i>2-4 Bedrooms</i>	2 Spaces
<i>5+ Bedrooms</i>	3 Spaces
Multi-Family	1.25 per unit

On-site above-ground parking and access shall be located in compliance with the following setback requirements:

	Min. (ft.)	
Front Street	20	J
Side Street	5	K
Side Interior	-	L
Rear Yard	-	M

Minimum Lot Size:

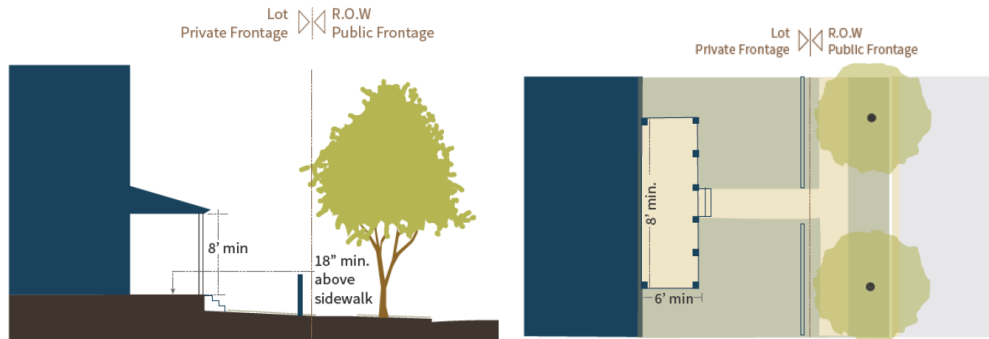
5,000 Square Feet

Required Frontage:

Porch, Dooryard, Stoop, Forecourt and Lightcourt

Sec. 30-381. Porch.

Description: In the porch frontage type, the main façade of the building has a small to medium setback from the frontage line. The resulting front yard is typically small and can be defined by a wall or fence to spatially maintain the edge of the street. The engaged porch has two adjacent sides of the porch that are attached to the building while the other two sides are open.



Size

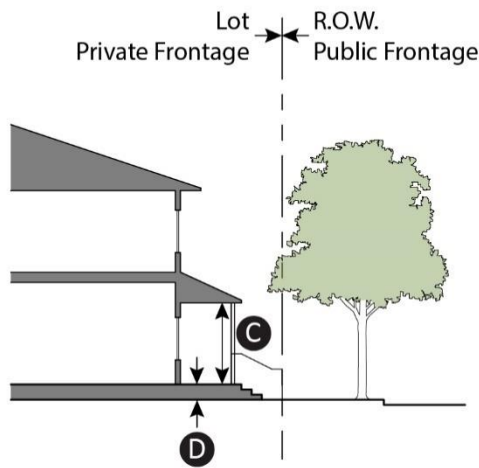
Width	8 ft. min.
Depth	6 ft. min.
Height	8 ft. min.
Finish level above sidewalk	18 in. min.
Path of travel	3 ft. wide min.

Design Standard

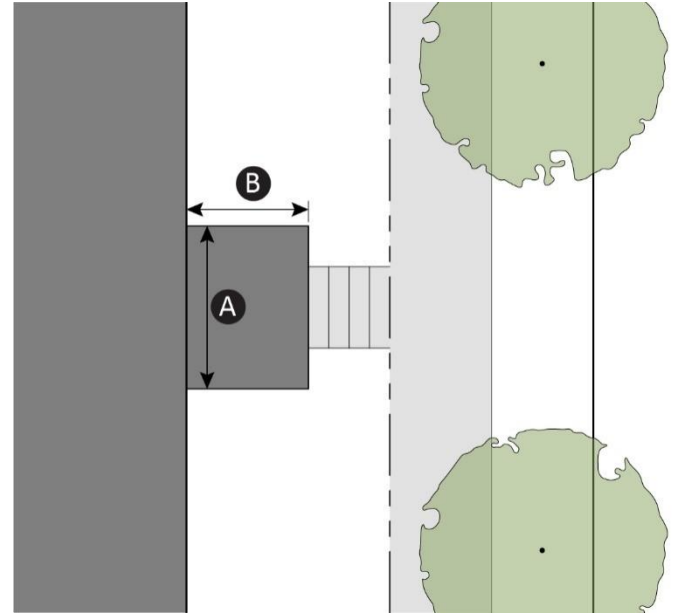
- ✓ Porches must be open on three sides and have a roof.



General Note: Photos on this page are illustrative, not regulatory.



In the Porch Frontage Type, the main facade of the building is set back from the frontage line. The resulting front yard can be defined by a wall or fence to spatially maintain the edge of the street. A projecting porch uses part of the front yard space for a porch that is open on three sides. The engaged porch has two adjacent sides of the porch that are attached to the building while the other two sides are open.



Design Standard

Porches must be open on at least two sides and have a roof.

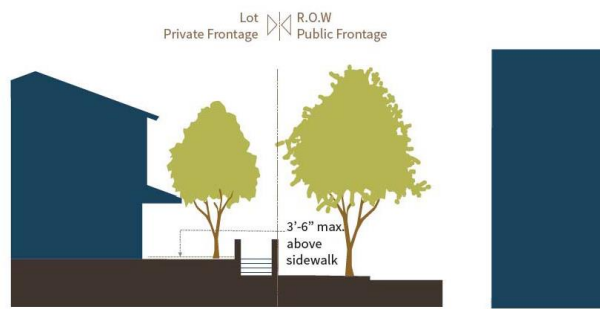
Size

<u>Width</u>	<u>8 ft. Min.</u>	A
<u>Depth</u>	<u>6 ft. Min.</u>	B
<u>Height</u>	<u>8 ft. Min.</u>	C
<u>Finish level above sidewalk</u>	<u>18 in. Min.</u>	D
<u>Path of travel</u>	<u>3 ft. wide Min.</u>	



Sec. 30-382. Dooryard.

Description: In the dooryard frontage type, the main facade of the building is set back a small distance and the frontage line is defined by a low wall or hedge, creating a small dooryard. The dooryard shall not provide public circulation along a ROW. The dooryard may be raised, sunken, or at grade and is intended for ground floor residential.



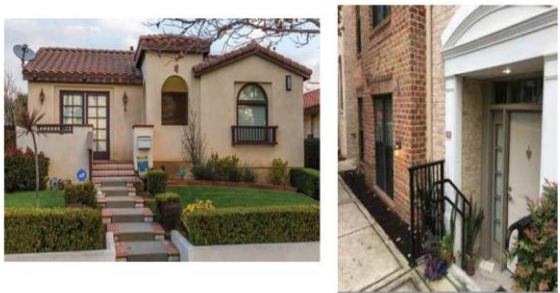
Size

Width	8 ft. min.
Length	50 ft. min.
Finish level above sidewalk	3 ft. 6 in. max.
Finish level below sidewalk	6 ft. max.

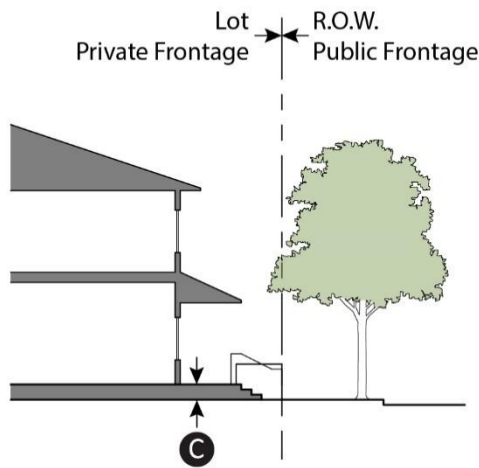
Path of travel 4 ft. wide min.

Design Standard

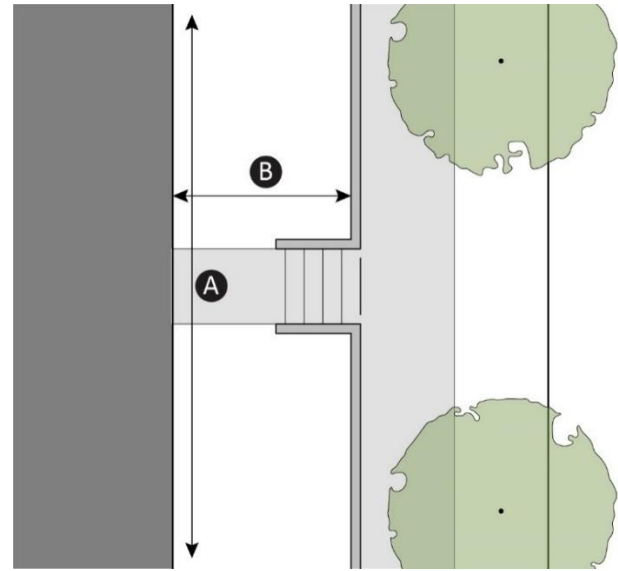
✓ For live/work, retail and service uses, these standards are to be used in conjunction with those for the Shopfront Frontage Type. In case of conflict between them, the Dooryard Frontage Type standards shall prevail. Shall not be used for circulation for more than one ground floor entry.



General Note: Photos on this page are illustrative, not regulatory.



In the Dooryard Frontage Type, the main facade of the building is set back and the frontage line is defined by a low wall, fence, or hedge, creating a small dooryard. The dooryard shall not provide public circulation along a right-of-way (ROW). The dooryard may be raised, sunken, or at grade and is intended for ground-floor residential uses.



Design Standard

For live/work, retail and service uses, these standards are to be used in conjunction with those for the Shopfront Frontage Type. In case of conflict between them, the Dooryard Frontage Type standards shall prevail. The Dooryard Frontage Type shall not be used for circulation for more than one ground floor entry.

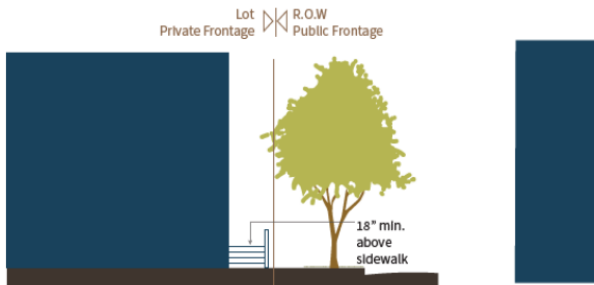
Size

<u>Width</u>	50 ft. Min.	A
<u>Depth</u>	8 ft. Min.	B
<u>Finish level above sidewalk</u>	3 ft. 6 in. Max.	C
<u>Finish level below sidewalk</u>	6 ft.	
<u>Path of travel</u>	3 ft. wide Min.	



Sec. 30-383. Stoop.

Description: In the stoop frontage type, the main facade of the building is near the frontage line and the elevated stoop engages the sidewalk. The stoop shall be elevated above the sidewalk to ensure privacy within the building. Stairs or ramps from the stoop may lead directly to the sidewalk or may be side-loaded. This type is appropriate for residential uses with small setbacks.



Size

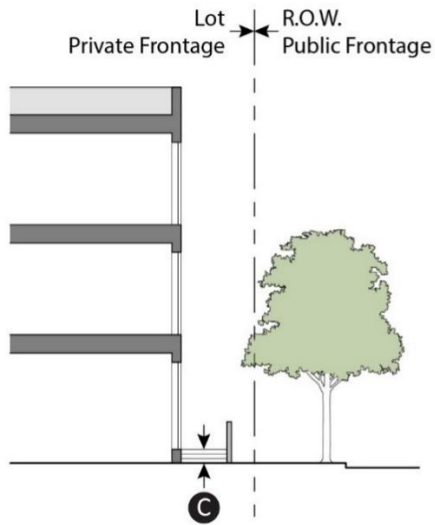
Width	5 ft. min./8 ft. max.
Depth	5 ft. min./8 ft. max.
Finish level above sidewalk	18 in. min.

Design Standard

- ✓ Stairs may be perpendicular or parallel to the building façade.
- ✓ Ramps shall be parallel to façade or along the side of the building.
- ✓ The entry doors are encouraged to be covered or recessed to provide shelter from the elements.



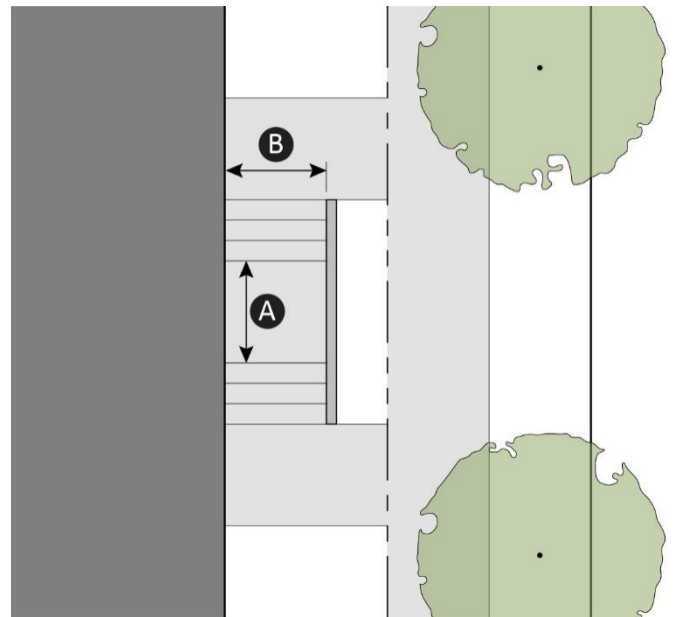
General Note: Photos on this page are illustrative, not regulatory.



In the Stoop Frontage Type, the main facade of the building is set back and an elevated stoop engages the sidewalk. The stoop shall be elevated above the sidewalk to ensure privacy within the building. Stairs or ramps from the stoop may lead directly to the sidewalk or may be side-loaded.

Size

Width	5 ft. Min./ 8 ft. Max.	A
Depth	5 ft. Min./ 8 ft. Max.	B
Finish level above sidewalk	18 in. Min.	C



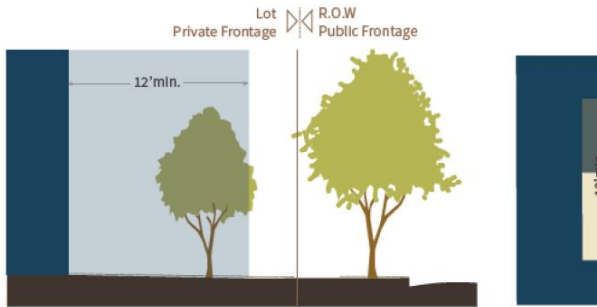
Design Standard

Stairs may be perpendicular or parallel to the building facade. Ramps shall be parallel to facade or along the side of the building. Entry doors are encouraged to be covered or recessed to provide shelter from the elements.



Sec. 30-384. Forecourt.

Description: In the forecourt frontage type, the main facade of the building is at or near the frontage line and a small percentage is set back, creating a small court space. The space could be used as an entry court or shared garden space for apartment buildings, or as an additional shopping or restaurant seating area within retail and service areas.



Size

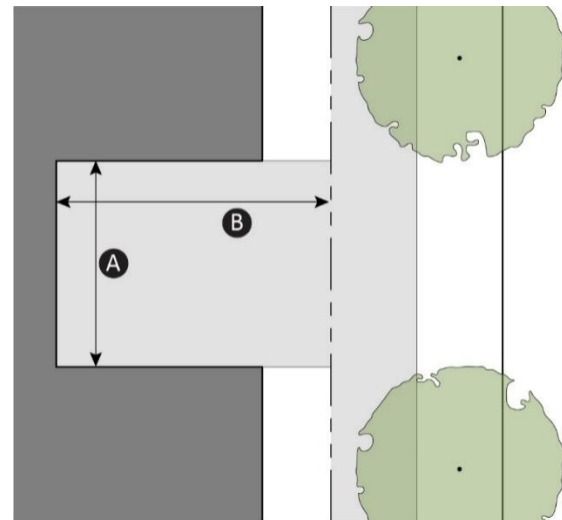
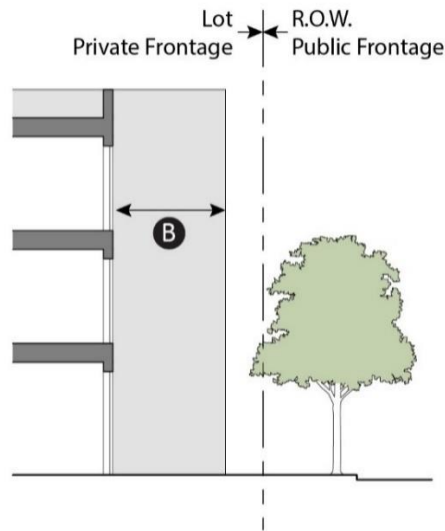
Width	12 ft. min.
Depth	12 ft. min.
Ratio, height to width	2:1 max.

Design Standard

- ✓ The proportions and orientation of these spaces should be carefully considered for solar orientation and user comfort.



General Note: Photos on this page are illustrative, not regulatory.



In the Forecourt Frontage Type, the main facade of the building is at or near the frontage line and a small percentage is set back, creating a small court space. The space could be used as an entry court or shared garden space for apartment buildings, or as an additional shopping or restaurant seating area within retail and service areas.

Design Standard

The proportions and orientation of these spaces should be carefully considered for solar orientation and user comfort.

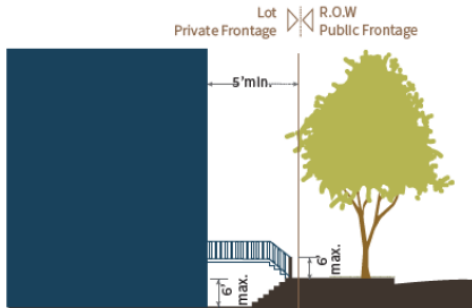
Size

<u>Width</u>	12 ft. Min.	A
<u>Depth</u>	12 ft. Min.	B
<u>Ratio, height to width</u>	2:1 Max.	



Sec. 30-385. Lightcourt.

Description: In the lightcourt frontage type, the main facade of the building is set back from the frontage line by an elevated terrace or a sunken lightcourt. This type buffers residential, retail or service uses from urban sidewalks and removes the private yard from public encroachment.



Size

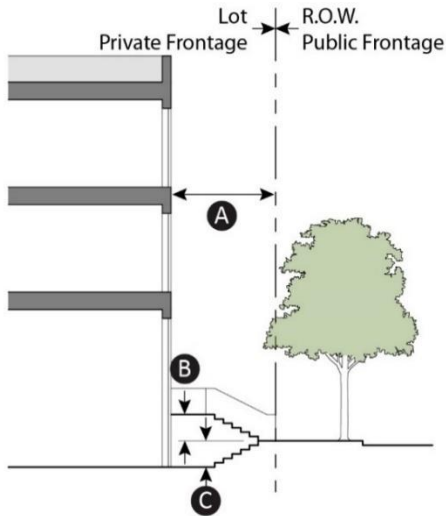
Width	5 ft. min.
Height, landing above sidewalk	6 ft. min.
Height, landing below sidewalk	6 ft. max.

Design Standard

- ✓ A short fence may be placed along the setback where it is not defined by a building.



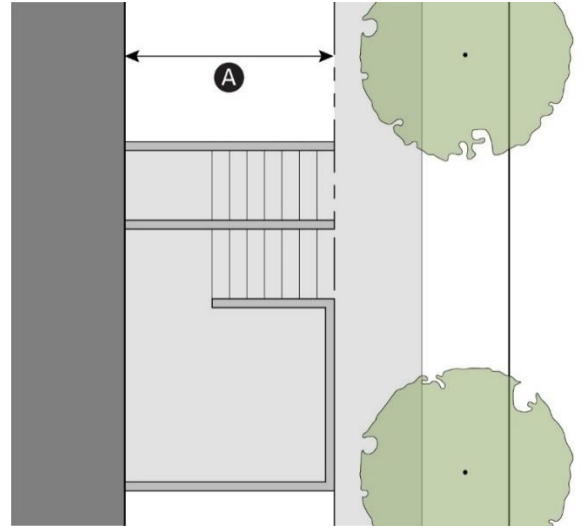
General Note: Photos on this page are illustrative, not regulatory.



In the Lightcourt Frontage Type, the main facade of the building is set back from the frontage line by an elevated terrace or a sunken Lightcourt. This Type buffers residential, retail or service uses from urban sidewalks and removes the private yard from public encroachment.

Size

<u>Width</u>	5 ft. Min. (A)
<u>Finish level above sidewalk</u>	6 ft. Min. (B)
<u>Finish level below sidewalk</u>	6 ft. Max. (C)



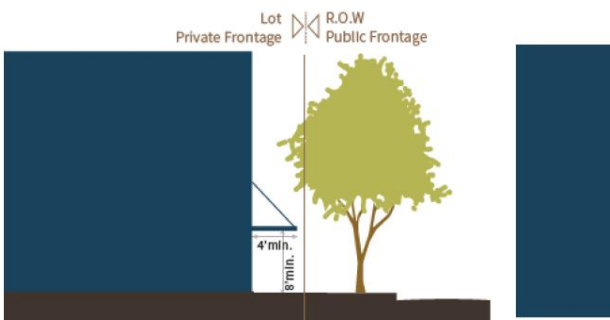
Design Standard

A short fence may be placed along the setback where it is not defined by a building.



Sec. 30-386. Shopfront.

Description: In the shopfront frontage type, the main facade of the building is at or near the frontage line with an at-grade entrance along the public way. This type is intended for retail and other commercial uses. It has substantial glazing at the sidewalk level and may include an awning that may overlap the sidewalk. It may be used in conjunction with other frontage types.



Size

Ground floor transparency	75% max.
Shopfront recessed from property line	10 ft. min.

Awning

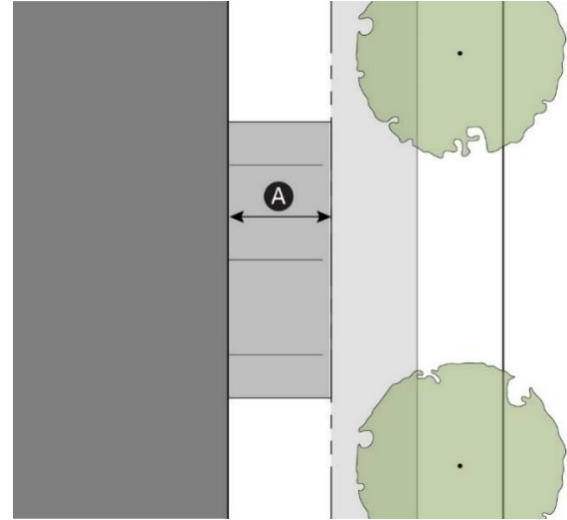
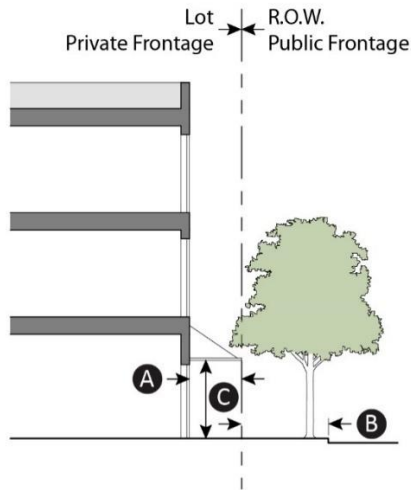
Depth	4 ft. max.
Setback from curb	2 ft. min.
Height, clear	8 ft. max.

Design Standard

- ✓ Shopfront glass shall be clear without reflective glass frosting or dark tinting.
- ✓ Shopfront windows may be clerestory windows (horizontal panels) between the shopfront and second floor/top of single-story parapet. Glass clerestory may be of a character to allow light, while moderating it such as stained glass, glass block, painted glass, or frosted glass.
- ✓ Shopfronts with accordion-style doors/windows or other operable windows that allow the space to open to the street are encouraged.
- ✓ Operable awnings are encouraged.



General Note: Photos on this page are illustrative, not regulatory.



In the Shopfront Frontage Type, the main facade of the building has an at-grade entrance along the public way. This Type is intended for retail and other commercial uses. It has substantial glazing at the sidewalk level and may include an awning that may encroach into the ROW. It may be used in conjunction with other frontage types.

Size

<u>Ground Floor Transparency</u>	80% Min.
---	----------

Awning

<u>Depth</u>	4 ft. Min.	A
<u>Setback from curb</u>	2 ft. Min.	B
<u>Height, clear</u>	8 ft. Max.	C

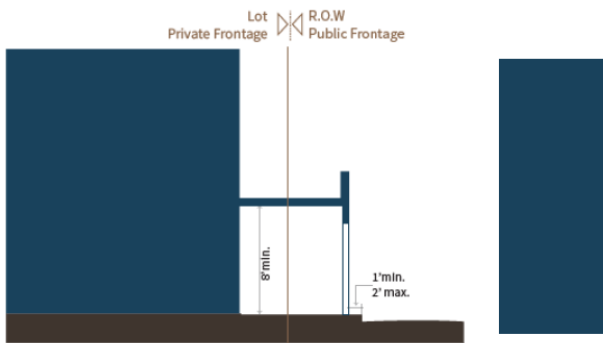
Design Standard

Shopfront glass shall be clear without reflective glass frosting or dark tinting. Shopfront windows may be clerestory windows (horizontal panels) between the shopfront and second floor/top of single-story parapet. Glass clerestory may be of a character to allow light, while moderating it such as stained glass, glass block, painted glass, or frosted glass. Shopfronts with accordion-style doors/windows or other operable windows that allow the space to open to the street are encouraged. Operable awnings are encouraged.



Sec. 30-387. Gallery.

Description: A gallery is a roof or deck projecting from the facade of a building, supported by columns located just behind the street curb. Galleries shelter the sidewalk with a roof or unenclosed, accessible, out-door space making them ideal for retail use. Galleries may be one or two stories in height, functioning as covered or uncovered porches at the second floor. Railing on top of the gallery is only required if the gallery roof is accessible as a deck.



Size

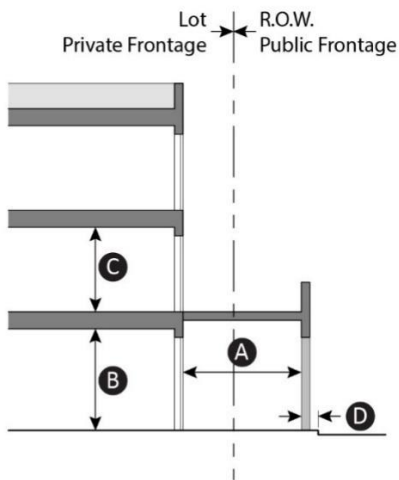
Depth	8 ft. min.
Ground floor height	12 ft. min.
Upper floor height	10 ft. min.
Height	2 stories max.
Setback from curb	1 ft. min./2 ft. max.

Design Standard

- ✓ Galleries shall be combined with the shopfront frontage type.
- ✓ Galleries must have consistent depth along a frontage.
- ✓ Ceiling light is encouraged.
- ✓ Galleries may be entirely on private property or may encroach over the sidewalk in the public right of way, subject to an encroachment permit prior to issuance of a building permit.
- ✓ Column spacing and colonnade detailing, including lighting, shall be consistent with the style of the building to which it is attached.
- ✓ Columns shall be placed in relation to curbs to allow passage around and to allow for passengers of cars to disembark.



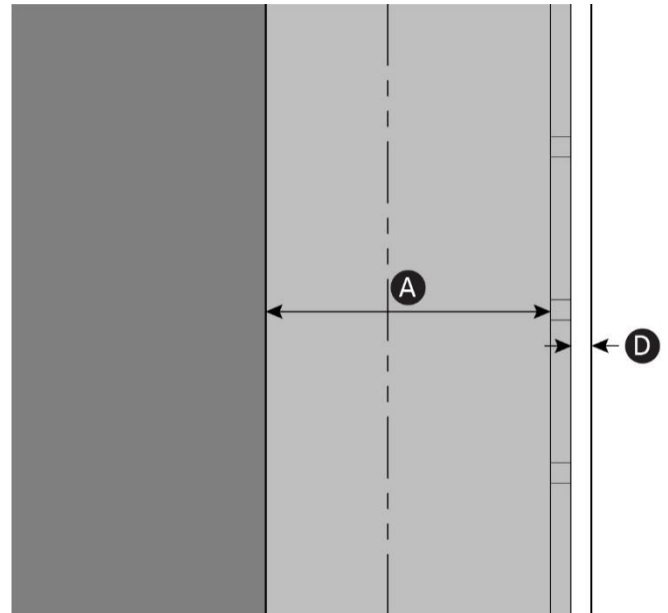
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A Gallery is a roof or deck projecting from the facade of a building, supported by columns located just behind the street curb. Galleries shelter the sidewalk with a roof or unenclosed, accessible, out-door space making them ideal for retail use. Galleries may be one- or two-stories in height, functioning as covered or uncovered porches at the second floor. Railings on top of the gallery are only required if the gallery roof is accessible as a deck.

Size

<u>Depth</u>	8 ft. Min.	A
<u>Ground Floor Height</u>	12 ft. Min.	B
<u>Upper Floor Height</u>	10 ft. Min.	C
<u>Height</u>	2 stories Max.	
<u>Setback from curb</u>	1 ft. Min./ 2 ft. Max.	D



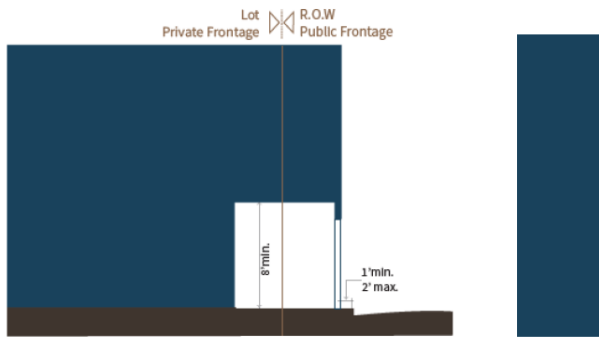
Design Standard

Galleries shall be combined with the Shopfront Frontage Type. Galleries must have consistent depth along a frontage. Ceiling lights are encouraged. Galleries may be entirely on private property or may encroach over the sidewalk in the public right-of-way, subject to an encroachment permit prior to issuance of a building permit. Column spacing and colonnade detailing, including lighting, shall be consistent with the style of the building to which it is attached. Columns shall be placed in relation to curbs to allow passage around and to allow for passengers of cars to disembark.



Sec. 30-388. Arcade.

Description: Arcade frontages are composed of a building with ground floor facades which align with the property line, and upper floors which project over the property line to cover the sidewalk. A colonnade structurally and visually supports the building mass which encroaches into the public right of way. Arcades contain ground floor storefronts, making them ideal for retail use as the arcade shelters the pedestrian and shades the storefront glass, preventing glare that might obscure views of merchandise. As allowed, the arcade also provides habitable space over the sidewalk creating a very urban street character.



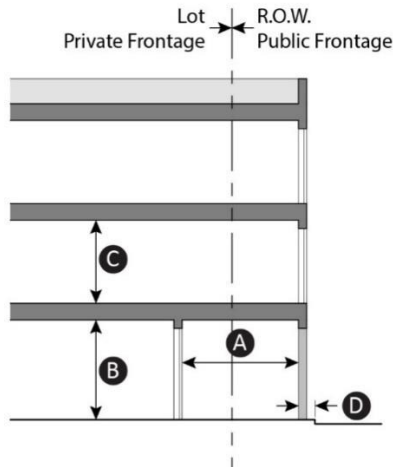
Size

Depth	8 ft. min.
Ground floor height	12 ft. min.
Upper floor height	10 ft. min.
Setback from curb	1 ft. min./2 ft. max.

- ✓ Arcades shall be combined with the shopfront frontage type.
- ✓ Arcades may be entirely on private property or may encroach over the sidewalk in the public right of way, subject to an encroachment permit prior to issuance of a building permit.
- ✓ Column spacing and colonnade detailing, including lighting, shall be consistent with the style of the building to which it is attached.
- ✓ Columns shall be placed in relation to curbs so as to allow passage around and to allow for passengers of cars to disembark.
- ✓ When utilizing an arcade, front building setbacks may not apply.



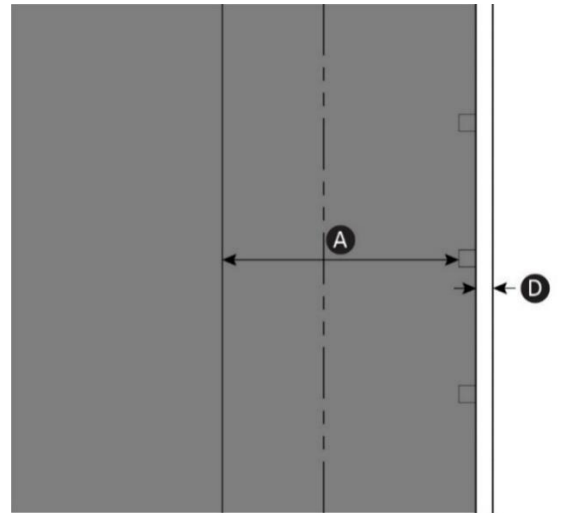
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Arcade frontages are composed of a building with ground floor facades which align with the property line, and upper floors which project over the property line to cover the sidewalk. A colonnade structurally and visually supports the building mass which encroaches into the public right-of-way. Arcades contain ground-floor storefronts, making them ideal for retail use as the arcade shelters the pedestrian and shades the storefront glass, preventing glare that might obscure views of merchandise. As allowed, the arcade also provides habitable space over the sidewalk creating a very urban street character.

Size

<u>Depth</u>	8 ft. Min.	A
<u>Ground Floor Height</u>	12 ft. Min.	B
<u>Upper Floor Height</u>	10 ft. Min.	C
<u>Setback from curb</u>	1 ft. Min./ 2 ft. Max.	D



Design Standard

Arcades shall be combined with the Shopfront Frontage Type. Arcades may be entirely on private property or may encroach over the sidewalk in the public right-of-way, subject to an encroachment permit prior to issuance of a building permit. Column spacing and colonnade detailing, including lighting, shall be consistent with the style of the building to which it is attached. Columns shall be placed in relation to curbs so as to allow passage around and to allow for passengers of cars to disembark. When utilizing an arcade, front building setbacks may not apply. Front setbacks are still measured from the ROW.



DIVISION 7. GENERAL REGULATIONS

Sec. 30-389. Fences, hedges and walls.

(a) Single-family and multi-family site walls and fencing.

- (1) Low walls or hedges may be used to divide space, create a variety in landscaping and to define site edges.
- (2) Locate fences or walls on the property line (excluding the front property line) to define private open space and common open space areas, protect privacy, and buffer residents from noise sources.
 - a. Use masonry materials for sound reduction purposes.
 - b. Masonry walls shall include a top or cap.
 - c. Wood and chain link fencing is prohibited. However, wood picket fencing shall be allowed in the front yard setback area of the neighborhood district.
- (3) Design fences and walls to be an attractive part of the project, with materials and designs that are compatible with the exterior building materials and demonstrate design integrity with the project as a whole.



- (4) Front yard fencing and walls shall comply with the following requirements as applicable:
 - a. *Single family*. Open fencing and solid walls shall be setback from the sidewalk by at least two feet to allow for landscaping; not grass that must be mowed or trimmed;
 - b. *Multi-family*. Open fencing and solid walls shall meet the standards in Table 30-389.A.
- (5) The overall height of fencing, when present, shall not exceed the standards in Table 30-389.A. below:

Table 30-389.A.—Maximum Height of Fences or Walls

Location of Fence or Wall	Maximum Height
Within front or side street setback	
Solid Wall	3 feet
Open Fencing	4 feet

Not within front or side street setback	6 feet
Interior side and rear property line	6 feet

(b) *Mixed-use or commercial site walls and fencing.*

(1) Walls and fences shall meet the requirements of Section 30-494(g) and Section 30-500 of the Zoning & Development Code.

(±2) Fence design. Fences shall be constructed, designed and maintained as follows:

- a. *Permitted materials.* Fencing visible from public view should be open work such as wrought iron and metal (tube) fences with design features. Masonry, stucco and plaster are permitted when deemed more appropriate to the design of the building on the project site.
- b. *Fence maintenance.* Every fence shall be kept in good repair, consistent with the design thereof. The property owner shall be responsible for landscaping and maintaining the area, if any, between the property line and the owner's fence.
- c. *Hazardous and prohibited materials.* Fences shall not incorporate barbed wire and razor wire, spiked tips, chain link of any kind, woven wire mesh ("chicken wire"), welded wire mesh, woven wire ("hog wire") rope, cable, railroad ties or any other similar materials or materials not specifically manufactured for permanent fencing.

Sec. 30-390. Off-street parking and loading standards.

(a) *Off-street parking standards.*

- (1) Off-street parking requirements shall be set forth in Division 5 which outlines the development standards by zoning district.
- (2) Off-street parking dimensions shall be as set forth in Table 30-390.A.—Off-Street Parking Dimensions below. Any type of stall not listed shall refer to Section 30-606 of the Zoning and Development Code.

Table 30-390.A.—Off-Street Parking Dimensions

Type of Stall	Minimum Size (feet)
Standard	9 X 18
Garage/Carport	10 X 20
Parallel	8 X 21
Compact	8 X 16
Tandem	9 X 35
30°	9 X 18 <u>7</u>
45°	9 X 18
60°	9 X 18 <u>21</u>

(b) *General performance standards for off-street parking facilities:*

- (1) Parking shall be implemented to provide safe and convenient access to and from public thoroughfares which include movement lanes and public frontages.

- (2) Vehicular access through residential properties for nonresidential uses shall be prohibited. This provision shall not apply to mixed-use developments.
- (3) Off-street parking spaces shall be located with sufficient room for safe and convenient parking without infringing on any public thoroughfare or sidewalk.
- (4) Off-street parking or loading area shall not be used for the sale, repair, or dismantling of any vehicle or equipment, or for storage of materials or supplies.
- (5) Parking or storage of commercial trucks, buses, vans, sign trailers; trailers or semi-trailers; or the like shall not be permitted in any form-based code zoning district.
- (6) Parking facilities on adjoining lots may share access points, driveways and parking subject to a recorded covenant running with the property on which the facilities are located, by process of waiver.
- (7) Parking shall be located behind habitable or occupied space, underground, or on the interior or rear of the building. All off-street parking areas shall be separated at least five feet from buildings in order to make room for sidewalks, landscaping and other plantings between the building and the parking area.
 - a. This separation may be eliminated to the rear of buildings in areas designed for unloading and loading of materials and in underground parking areas.

Sec. 30-396a. Downtown Core Design Regulations (Commercial, Apartment, and Mixed-Use Buildings).

This Section provides regulations and standards for new or renovated commercial, apartment, and mixed-use building types.

- (1) *Crime Prevention through Environmental Design (CPTED):* Crime Prevention through Environmental Design (CPTED) concepts shall be incorporated into the project design in order to create a safe built environment.
- (2) *General Façade Composition:* Buildings should generally be “four-sided,” meaning that all façades (including sides and rear) shall be considered visible and treated with articulation and materials.
- (3) *Size, Mass, and Scale:* The scale of buildings and accessory structures (including canopies) shall be appropriate to the scale of structures built, or anticipated, in that district. Height of buildings shall be proportionate to the number of stories proposed.
- (4) *Building Materials:*
 - a. Building wall materials shall be combined on each façade only horizontally, unless the building is broken vertically by a change of plane, or a vertical architectural element.
 - b. Building walls shall be finished in one (1) or more of the following materials:
 - i. Wood
 - ii. Fiber cement board siding, smooth finish
 - iii. Reinforced concrete with stucco
 - iv. Brick

- v. Corrugated metal, which may be approved by the Director of Planning based on the surrounding context and location on the site
- v. Other materials as approved by the Director of Planning, based on visual compatibility with listed approved materials
- c. Doors shall be made of wood, metal, glass, or fiberglass.

(5) Roof Materials:

- a. Roof materials shall match or complement the proposed architectural style.
- b. Roof materials that shall not be used include:
 - i. Stamped sheet metal used to simulate Mediterranean or Spanish roof tiles.
 - ii. Corrugated sheet metal.
 - iii. Lightweight asphalt shingles.
 - iv. Wood shakes or shingles.

(6) Roof Forms: Where pitched roofs exist, primary roofs shall have a minimum slope of 4:12, while ancillary roof slopes may be no less than 2:12.

(7) Windows and Doors:

- a. Proportion and Details
 - i. Windows shall not be flush with exterior wall treatments. Windows shall be provided with an architectural surround at the jambs and header, and a projecting sill.
 - ii. Window openings may be grouped horizontally, but trim between windows shall be at least 3.5 inches wide. This does not apply to storefront windows.
- b. Facade Transparency: Building elevations that face the street shall have at least 40% of the first-floor wall area consist of windows and/or doors and 15% of upper floors.

(8) Architectural Details:

- a. Shutters: Shutters shall be sized and placed so as to equal the width that would be required to cover the window opening.
- b. Cornices: If cornices are used, then the cornices are required to delineate the tops of facades. Expression lines are required to delineate the divisions between the first floor and upper floors. Cornices and expression lines shall either be a molding or a jog in the surface plane of the building.

(9) Exterior Building Color:

- a. Fluorescent colors shall not be used as primary wall colors or accent colors except when approved by the Director of Planning when the colors are appropriate for the surrounding area and enhance the visual interest of an area.
- b. Colors that relate to or enhance the building's existing district character shall be used. Light colors such as different shades of whites and pastels are appropriate. Extremely bright colors shall not be used as primary wall colors.
- c. Secondary colors shall complement the primary building color. They shall be lighter or darker values than the body color or use more saturated hues of the

body color. Secondary colors can be used to give additional emphasis to architectural features such as building bases or wainscots, columns, brackets, cornices, capitals, and bands; or used as trim on doorframes, storefront elements, windows and window frames, railing shutters, ornament, fences, etc.

(10) Mechanical Equipment and Screening:

- a. Rooftop equipment such as mechanical equipment shall be screened on all sides, and the screening shall be integrated into the overall building design.
- b. Mechanical equipment, such as ventilation systems, commercial exhaust fans, rooftop terminations, commercial cooling equipment, heating and air conditioning units, TV antennas, and satellite dishes, shall be hidden or screened from view. Architectural features or vegetation can be used to conceal mechanical equipment. Screen material shall be properly maintained. If vegetation is used for screening, the mature size of the vegetation shall be considered so that equipment air flow will not be compromised.

(11) Proportions of Bays and Openings: All building bays, including porches, colonnades and porticos as appropriate, shall be square or vertical in proportion, unless the design merits a horizontally-proportioned opening. Wall opening, except for transoms and storefronts, shall be square or vertical in proportion. The façade of a proposed building shall draw upon the proportion and number of bays in surrounding buildings, as defined by windows, doors, and column spacing, to establish a compatible scale.

(12) Garages and Accessory Structures: Attached garages, detached garages, and other accessory structures shall be subordinate in height, footprint, and proportion to the primary structure on the site, and shall be compatible with the principal structure in terms of roof form, materials, and color. Where a garage contains an accessory dwelling unit above, it may exceed the height of the primary structure.

(13) Utility and Service Equipment Areas:

- a. Locate ancillary facilities within buildings, not along the street facing facade, to the maximum extent feasible. Where ancillary facilities such as trash receptacles and utility meters absolutely cannot be incorporated into a building, locate them at the rear of the site in freestanding, completely enclosed structures designed to be compatible with the architecture of the rest of the development.
- b. Loading docks, service areas, and trash disposal facilities shall be hidden or screened from view of streets, parks, squares, or significant pedestrian spaces. Service, utility and mechanical functions, including retail loading shall be located in alleys whenever present. When alleys are not present, service functions shall be placed behind buildings. Building design shall accommodate equipment with niches or insets.
- c. Trash and storage enclosures shall be architecturally integrated into the project design. Landscaping shall be provided adjacent to enclosures for screening and deterring graffiti.
- d. Build covered trash enclosures with durable materials such as stone, concrete block, steel, and heavy timber.
- e. The location of trash enclosures shall be easily accessible for trash collection and shall not impede general site circulation patterns during loading operations.
- f. Trash service plan shall be provided, which shall be subject to the approval of the Director of Planning.

- g. Locate electrical panels to minimize their visibility from the street, in locations such as side yard walls, and/or behind landscaped areas. Integrate them into the design of residential buildings to the maximum extent feasible.
- h. Utility service connections shall be underground or screened, which shall be subject to the approval of the Director of Planning.

(14) Outdoor Display of Merchandise:

- a. Definition of "Merchandise": For purposes of this section, merchandise is defined as any item that is for sale on the premises or is representative of an item that is for sale on the premises, regardless of whether that particular item is available for purchase.
- b. Arrangement: Merchandise shall be arranged and spaced so as not to clutter the front of the property, as determined by the Director of Planning or designee.
- c. Location:
 - i. Merchandise shall not be placed on the public sidewalk or within the right-of-way without the approval of the Director of Planning or designee. If merchandise is displayed on any privately owned sidewalk, a minimum of four (4) feet of the sidewalk as measured from the curb must remain open and unobstructed to facilitate safe pedestrian circulation.
 - ii. Areas designated for vehicular parking may not be used as outdoor display areas except as authorized in the Zoning and Development Code such as Temporary Use Permits.
 - iii. Merchandise shall not be displayed on public street furniture or landscaping.
- d. Designation in Plans: Plans for new developments or reuse of an existing space shall clearly designate any areas for outdoor display of outdoor merchandise. Outdoor display of merchandise shall only occur in areas designated for such display on the approved plan.

(15) Trellises, Marquees, and Architectural Canopies: Materials, colors, and form shall be derived from the building architecture

(16) Balconies: Balconies are encouraged at upper stories to create visual interest, support an architectural style or context, and to provide outdoor spaces for upper story tenants. In addition to upper story balconies, recessed alcoves are recommended to increase the depth and usability of the balcony space and add visual interest to the façade composition.

(17) Awnings and Shade Devices:

- a. Durable materials that complement other building materials shall be used, including canvas, high quality fabric, and metal.
- b. Vinyl and plastic shall not be used.
- c. Colors shall complement the building style, materials, and colors.
- d. Awning mounting heights shall be consistent along the façade, unless varying mounting heights supports the architectural style.

(18) Security Doors:

- a. Roll-up security doors shall be decorative, which shall be approved by the Director of Planning and recessed behind the building façade wall surface.

- b. Horizontal sliding security grills shall be decorative, which shall be approved by the Director of Planning and shall be architecturally concealed when in fully opened position.

(19) Site Landscaping:

- a. Landscaping shall be incorporated in order to create an active visual outlook for residential units, create usable open space, and provide privacy for adjacent residential units.
- b. Site landscaping treatments shall be designed to be attractive, with consistent design integrity throughout the project.
- c. Parking lots, driveways, and other automobile circulation areas shall be landscaped in order to improve the visual appearance of circulation and parking areas.
- d. Trees, landscape islands, shrubs, and groundcover shall be incorporated throughout parking areas.

Sec. 30-396b. Downtown Core Design Regulations (Residential Buildings).

This Section provides regulations and standards for new or renovated residential buildings that have individual entries from the public ROW or common open space. These regulations encourage buildings that strengthen the quality and character of Fontana's neighborhoods and surrounding areas while providing opportunities for individuality and creativity.

(1) Building Materials and Colors:

- a. Generally acceptable materials shall include stucco, wood siding, native rock and stone, split face, concrete and brick.
- b. Generally prohibited materials shall include aluminum or plastic siding, corrugated fiberglass, and metal.
- c. Generally acceptable colors shall include muted natural colors, earth tones, pastel colors, natural stains and accent colors to contrast eaves, trims, moldings and doors.
- d. Generally prohibited colors shall include bright, fluorescent, or assertive colors as primary or accent wall colors.

(2) Crime Prevention Through Environmental Design (CPTED): Incorporate Crime Prevention Through Environmental Design (CPTED) concepts into the project design in order to create a safe built environment.

(3) Garages and Accessory Structures: Attached garages, detached garages, and other accessory structures shall be subordinate in height, footprint, and proportion to the primary structure on the site, and shall be compatible with the principal structure in terms of roof form, materials, and color. Where a garage contains an accessory dwelling unit above, it may exceed the height of the primary structure.

(4) Design Criteria:

- a. A variety of enhanced architectural features and materials shall be provided on every front elevation. This can include, but is not limited to, porches, bay windows, pop-outs, veneers, rock, brick, wood siding, etc., or similar features.

- b. All garage doors shall be decorative, sectional, and roll-up.
- c. Trim with a stucco covering may be painted in a contrasting color. The contrasting color shall be color-compatible with the color of the body of the structure.
- d. Decorative trim consistent with the architectural design shall surround vents and windows to enhance the architecture of the structure.
- e. Architectural treatment shall be provided on each chimneystack.
- f. Wall-mounted, decorative lighting fixtures shall be provided at the front porch areas as well as on each side of the garage door. The style of the decorative lighting fixtures shall complement the architectural style.
- g. All front doors shall provide a window or other decorative treatment, including but not limited to, raised panels, metal work, etc.
- h. Upgraded hardscape shall be used within the concrete walkway(s) leading to the front door of the house in order to complement the home's exterior architectural elements. Examples of upgraded hardscape includes, but is not limited to, decorative patterned scoring, exposed aggregate finishes, stamped concrete, etc.

(5) Screening of Exterior Equipment:

- a. All mechanical equipment, ground-mounted equipment, utilities, storage, shall be screened from adjoining properties and public streets by a visual barrier such as a wall, fence, or landscape material. Where landscaping only is used for screening, it shall be planted with five-gallon (minimum size) shrubs spaced to provide a dense screen.
- b. Roof-mounted mechanical equipment shall be hidden from view by building parapets of equal height. If building parapets do not provide adequate screening when observed from adjacent buildings, mechanical equipment shall be screened by designing the parapet so that it appears as an integrated part of the roof and overall architectural design.
- c. No exterior components of plumbing, processing, heating, cooling, and ventilating systems shall be mounted on any building wall unless they are an integrated architectural design feature.

(6) Central Air Conditioning or Cooling System:

- a. All new residential structures shall be equipped with a central air conditioning or cooling system.
- b. For the purposes of this section, a "central air conditioning or cooling system" shall be defined as all that equipment, including associated refrigeration, intended or installed for the purpose of cooling air by mechanical means and discharging such air into a residential structure used for living purposes. A central air conditioning or cooling system shall not include portable cooling units, absorption units or evaporative coolers.

(7) Water Heaters: Each dwelling unit shall have a separate hot water heater or may be provided with a centralized circulation water heating system sufficient to serve all dwelling units on the property.

(8) Laundry Facilities: All multiple-residential units shall be provided washer and dryer hookups and laundry space within the unit or garage. The laundry area shall not infringe upon garage parking area. In the case of apartments, common laundry facilities may be included in addition to the individual unit hookups.

(9) Storage Facilities: A separate area having a minimum of 125 cubic feet of private and secure storage space shall be provided for each unit.

- a. Said storage area may be located within the garage, provided it does not interfere with garage use for automobile parking.
- b. Normal closet and cupboard space within the dwelling unit shall not count toward meeting this requirement.
- c. No storage shall be in a carport.

DIVISION 9. PRIVATE OPEN SPACE TYPES

Sec. 30-398. Private open space types.

Private open spaces shall be designed as one of the private open space types defined in this section.

(1) Private yard.

- a. Definition: A side yard or rear yard (excluding required setback areas) which is accessed by secondary unit entrance(s).
- b. The primary access to a private yard shall be from the dwelling(s) served.
- c. The minimum area for a private yard shall be sixty (60) square feet.
- ed. The minimum dimensions for a private yard in any single direction shall be sixeight (68) feet.
- de. Landscaping shall consist primarily of planted areas including water-efficient plantings of lawns, trees, plants in pots, etc. and may be combined with a porch.
- ef. Private yard spaces may include edge walls or fences, provided that their inclusion does not violate building orientation.

(2) Porch.

- a. Definition: A patio, terrace, or other platform extending from or adjacent to a building at the ground floor which is accessed by secondary unit entrances(s).
- b. The primary access to a porch shall be from the dwelling(s) served.
- c. The minimum area for a porch shall be forty-six (48) square feet.
- ed. The minimum dimensions of a porch in any single direction shall be sixeight (6) feet.

(3) Rooftop deck or garden.

- a. Definition: A private or privately shared deck or yard on the roof of a building.
- b. The minimum dimensions for a rooftop deck or garden in any single direction shall be six (6)eight feet.
- c. Gardens and green roofs are encouraged to help minimize heat sinks and to pretreat water from storms prior to it entering the storm drain system.
- d. The minimum area for a rooftop deck or garden shall be sixty (60) square feet.

(4) *Balcony.*

- a. Definition: An outdoor space extending from a private upper floor of a building, which is accessed directly from a secondary unit entrance.
- b. Access to a balcony shall be limited to the dwelling served.
- c. The minimum area for a rooftop deck or garden shall be forty-eight (48) square feet.
- ed. The minimum dimensions for a balcony in any single direction shall be six ~~(6)eight~~ feet.

DIVISION 10. COMMON AND PUBLIC OPEN SPACE STANDARDS¹

Sec. 30-399. Purpose.

The purpose of this section is to provide common open spaces and a catalog of pre-approved public open space types that are appropriate to use within walkable urban environments.

Sec. 30-400. Applicability.

- (a) This section describes the guidelines for the development of common and public open spaces throughout the Form-Based Code areas.
- (b) The standards in this section shall apply to all proposed development within the Form-Based Code districts and shall be considered in combination with the standards for the applicable district.
- (c) Additional public open spaces can be integrated into this section as they are approved by the City of Fontana.
- (d) The Downtown Core shall be required to comply with 30-404.a.

Sec. 30-404.a Downtown Core Open Space Requirements.

Common Open Space Required

Amenities Required

Developers shall provide on-site recreational facilities as a minimum requirement for all multi-family projects.

- (1) Development with less than 35 units shall provide a minimum of 10 percent of the project lot area as common open space (Private Open Space that exceeds the minimum may be counted towards the Common Open Space requirement) and shall provide one of the following recreational facilities, or equivalent, as approved by the Director of Planning:
 - a. Indoor gym/fitness facility (minimum 500 square feet).

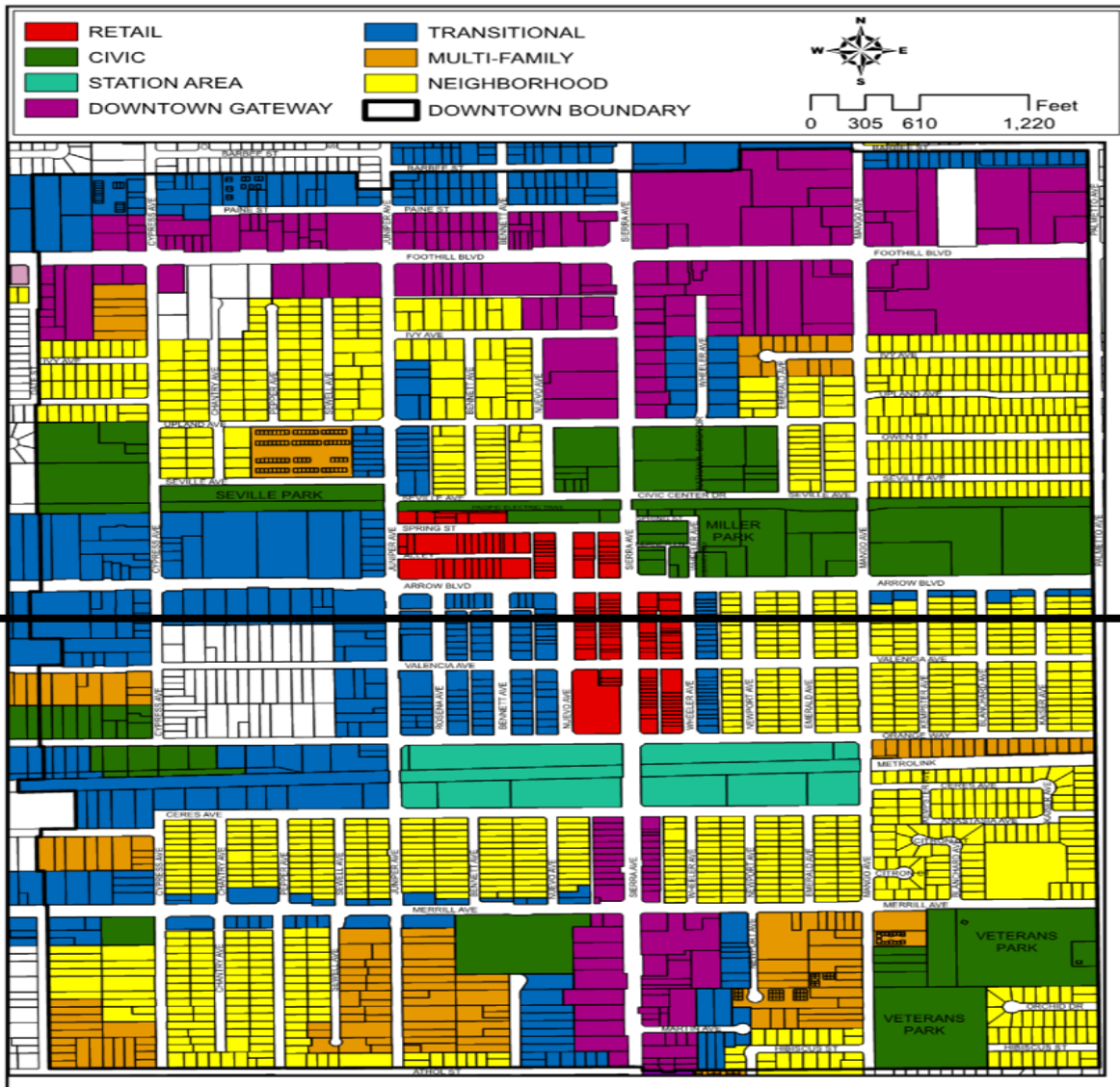
- b. Tot-lot with multiple play equipment.
 - c. Spa and pool (min 25 yard by 15 yards).
 - d. Barbecue facility equipped with built-in grill, picnic benches, etc (min of three areas).
- (2) Development consisting of 35 units to 79 units shall provide three of the recreational facilities listed below, or equivalent, as approved by the Director of Planning:
- a. Indoor gym/fitness facility (minimum 500 square feet).
 - b. Tot-lot with multiple play equipment.
 - c. Spa and pool (min 25 yard by 15 yards).
 - d. Barbecue facility equipped with built-in grill, picnic benches, etc (min of three areas).
 - e. A minimum of ten percent (10%) of the project lot area as Common Open Space. Private Open Space that exceeds the minimum may be counted towards the Common Open Space requirement.
- (3) Development consisting of 80 units to 200 units shall provide all amenities listed above, or equivalent, as approved by the Director of Planning.
- (4) Development consisting of 201 units to 400 units shall provide all amenities listed above and a minimum of one of the following additional recreational facilities, or equivalent, as approved by the Planning Commission:
- a. Large open lawn area, minimum dimensions shall be 100 feet by 50 feet (e.g. Rooftop garden).
 - b. Multiple tot-lots with multiple play equipment. The tot-lots shall be conveniently located throughout the site. The number of tot-lots and their location shall be subject to Planning Commission review and approval.
 - c. Lap pool and spa (e.g. Rooftop, min 25 yard by 25 yards).
 - d. Community multi-purpose room equipped with kitchen, defined areas for games, exercises, etc.
 - e. Barbecue facilities equipped with multiple grills, picnic benches and shade structures. The barbecue facilities shall be conveniently located throughout the site. The number of barbecue facilities and their location shall be subject to Planning Commission review and approval.
 - f. Court facilities (e.g. tennis, volleyball, basketball, etc.).
 - g. Other recreational facilities not listed above may be considered subject to the Planning Commission review and approval.
 - h. Related recreational activities may be grouped together and located at any one area of the common open space. All recreational areas or facilities required by this section shall be maintained by private homeowner's associations, property owners, or private assessment districts.
- (4) Related recreational activities may be grouped together and located at any one area of the common open space. All recreational areas or facilities required by this section shall be maintained by private homeowner's associations, property owners, or private assessment districts.

- (5) Circulation, pedestrian, and vehicular parking. Pedestrian circulation. Each multiple-family residential development shall be designed with adequate walkways to provide convenience to the needs of the residents, guests, and the service providers of public agencies. Pedestrian access to the unifying elements of any development shall be separate from, and free of, conflict with vehicular access ways. All developments consisting of six units or more shall provide directories placed in a convenient location at the development entry.

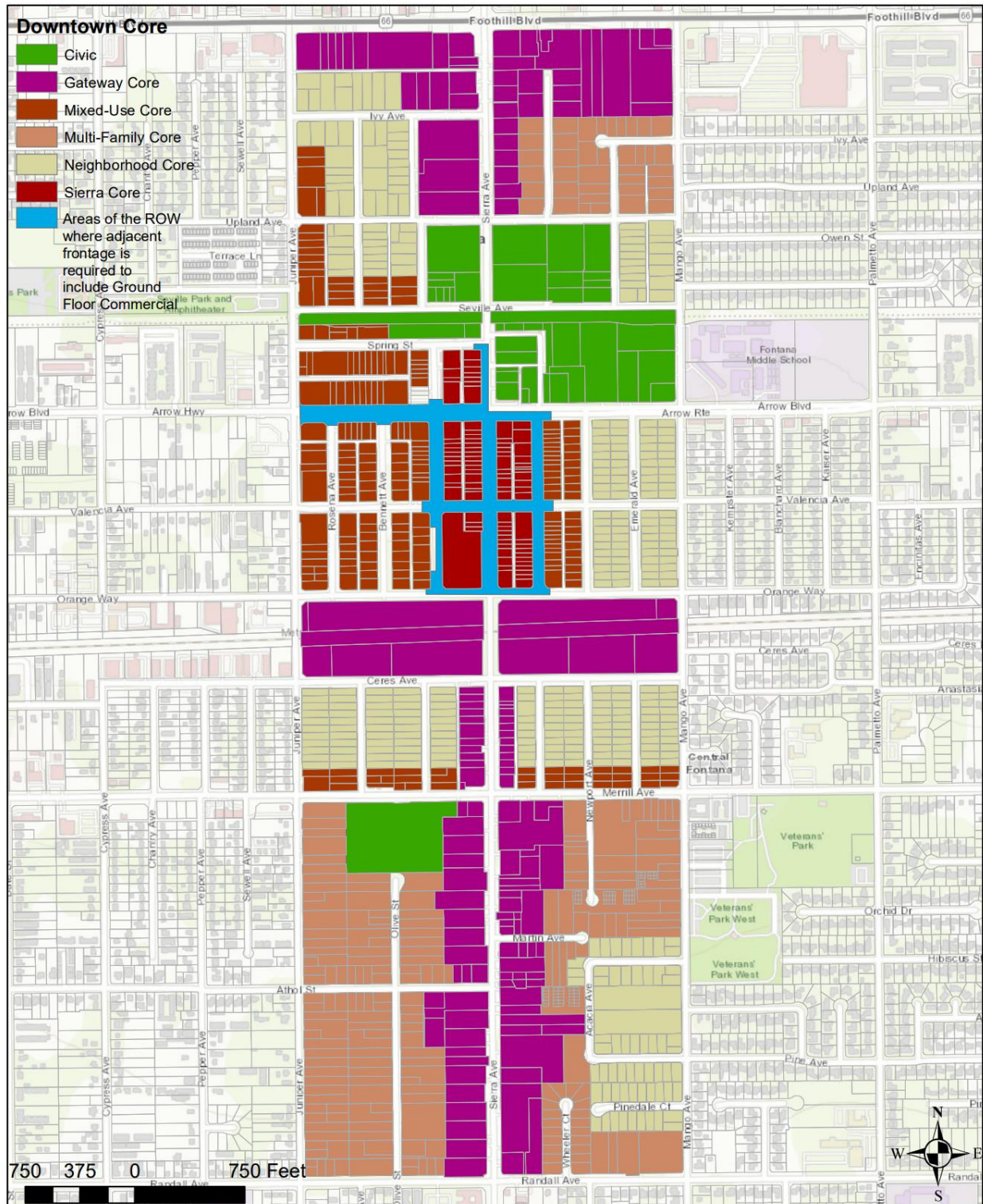
General Requirements

- (1) Common Open Spaces shall include amenities such as seating, lighting, and landscaping.
- (2) Public open spaces shall be built within the development area by developers as development occurs.
- (3) At the discretion of the Director of Planning, required open space may be constructed off-site and/or as part of a larger public open space that will be provided by the City or other private developments.

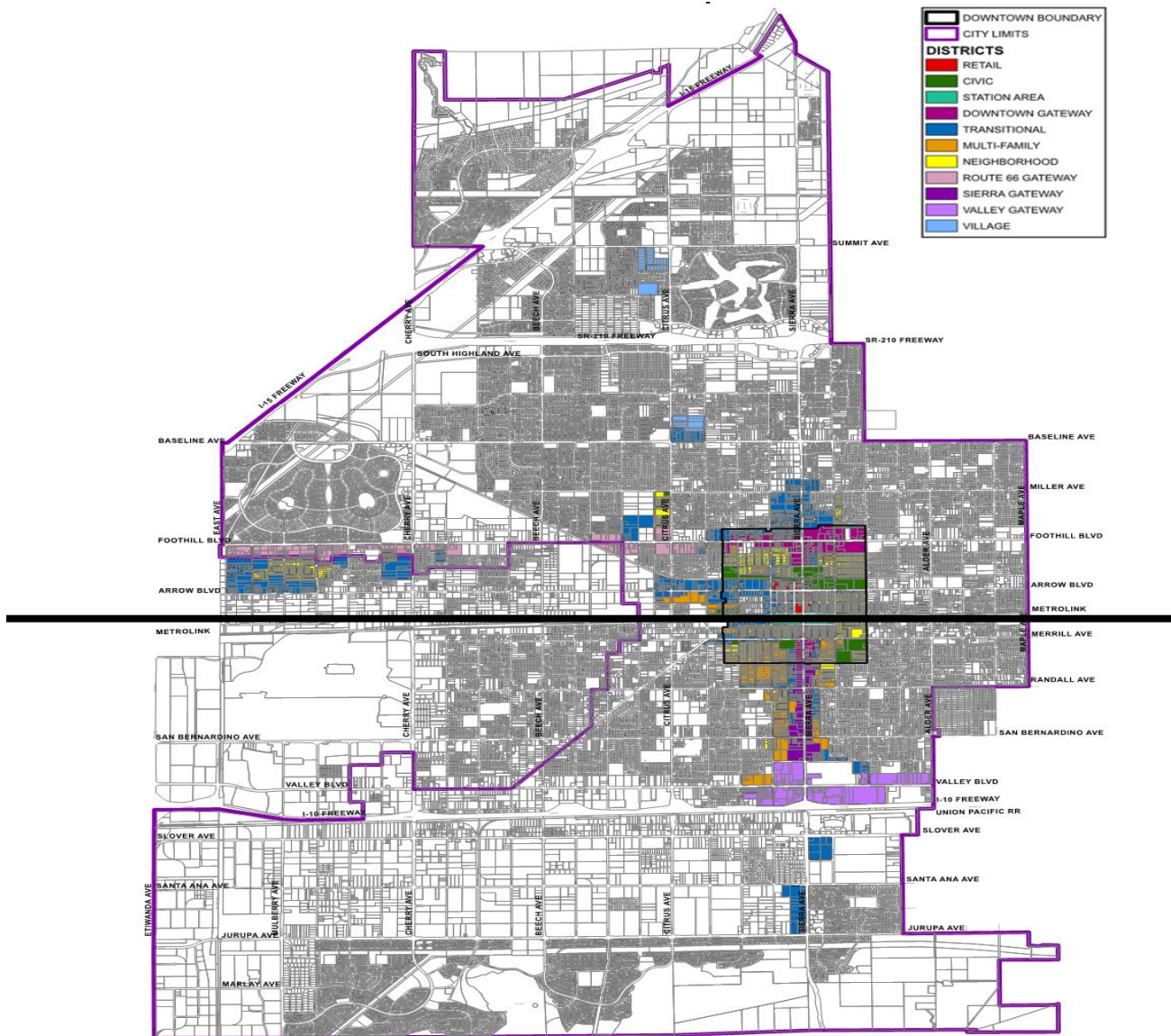
Sec. 30-405. Downtown CoreForm-Based Code sub-district map.

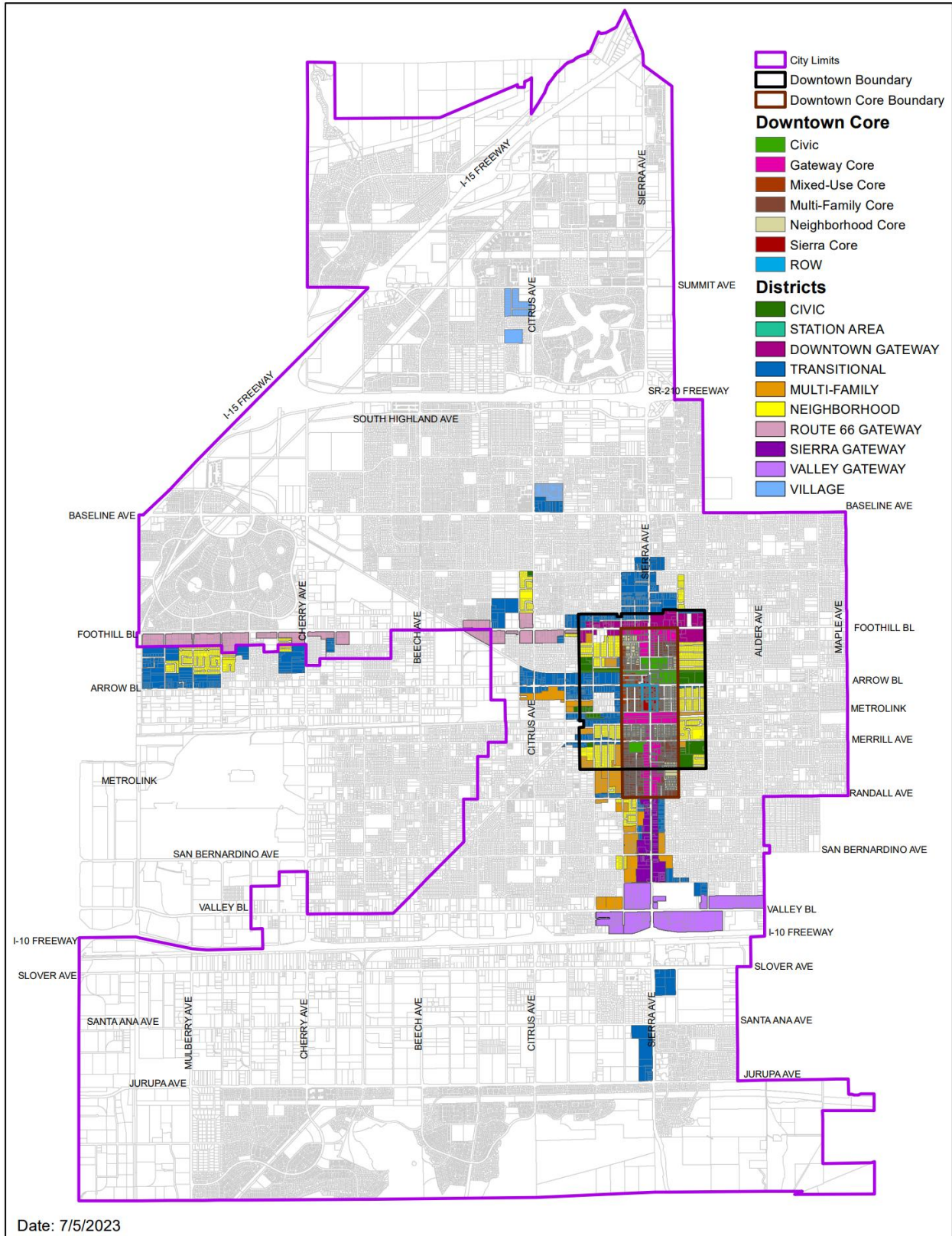


Downtown Core



Sec. 30-406. Form-Based Code sub-district map.







City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2382

Agenda #: C.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Human Resources

SUBJECT:

Adopt a Resolution Adopting a New Job Description and Salary Range for the Emergency Services Coordinator Classification

RECOMMENDATION:

Adopt **Resolution No. 2023-087**, a resolution of the City Council of the City of Fontana adopting a new job description and salary range for the Emergency Services Coordinator classification.

COUNCIL GOALS:

- Operate in a businesslike manner by ensuring that the public debate is based on accurate information.
- Practice sound fiscal management by producing timely and accurate financial information.
- Practice sound fiscal management by living within our means while investing in the future.

DISCUSSION:

The City's objective is to attract and retain the best talent to serve the Fontana residents and business community by offering attractive and competitive salaries and benefits. Following an assessment, the City determined that services would be improved and costs would be reduced by creating the Emergency Services Coordinator classification and staffing this position internally. Previously, this role was contracted through San Bernardino County Fire.

Formal adoption of all City Salary Tables is in accordance with the guidelines provided by the California Public Employee Retirement System (CalPERS).

FISCAL IMPACT:

The estimated total annual fiscal impact associated with the adoption of the Emergency Services Coordinator classification range from \$135,860 (step 1) to \$161,970 (step 5). This salary range is the fiscal impact that includes projected benefits and CalPERS deductions.

MOTION:

Approve staff's recommendation.

RESOLUTION NO. 2023 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA
ADOPTING NEW JOB DESCRIPTIONS AND SALARY RANGE FOR
CLASSIFICATION OF EMERGENCY SERVICES COORDINATOR AND
THE UPDATED MANAGEMENT/CONFIDENTIAL SALARY TABLE**

WHEREAS, the City Council of the City of Fontana has adopted the Personnel Rules and Regulations which incorporate the City's Classification Plan; and

WHEREAS, the Classification Plan is not a static plan and requires revision to reflect organizational changes and needs.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FONTANA
RESOLVES AS FOLLOWS:**

SECTION 1. To adopt the new job description and salary range for the classification of Emergency Services Coordinator at range MC93 (\$7,491.47/month - \$9,110.40/month) and the updated Management/Confidential salary table.

EFFECTIVE DATE: September 13, 2023

APPROVED AND ADOPTED this 12th day of September, 2023

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on September 12, 2023, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. 2023-

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

CITY OF FONTANA EMERGENCY SERVICES COORDINATOR

DEFINITION: Under the general direction of the Deputy City Manager, plans, develops, coordinates, and administers the City's Emergency Services Program. Maintains, updates and coordinates the City's emergency operations plan, hazard mitigation plan, continuity of operations plan and disaster recovery plan. Responsible for emergency services programs, operations, grants, and budgets; and develops and coordinates educational and training programs. Does related work as required. Work schedule will include evenings, weekends, and holidays as needed.

ESSENTIAL FUNCTIONS: The incumbent must have the ability to:

- Develop, coordinate, and maintain the City's emergency operations plan in accordance with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) to provide for the use of resources and equipment of all appropriate governmental entities, commercial and industrial organizations, and special groups, bodies, and organizations as needed to support emergency or disaster operations.
- Prepare and administer the Emergency Services Program budget.
- Develop, coordinate, and manage emergency and disaster preparedness programs, training, activities, funds, and functional exercises to facilitate the readiness of City personnel and residents to respond to emergencies and disasters; respond to the City Emergency Operations Center in the event of an emergency or disaster within the City.
- Initiate and prepare emergency management-related ordinances and resolutions for adoption by the City Council.
- Research, review, and report on new and/or proposed legislation pertaining to disaster preparedness, mitigation, response, recovery, and prevention.
- Coordinate all aspects of the City's mitigation, preparedness, response, and recovery capabilities.
- Develop and coordinate public information, education, and related programs essential to facilitate basic self-protection of persons and the community; represents the City with the news media; prepares routine press releases, brochures, and other informational materials.
- Serve as City representative and liaison to area coordinating groups composed of emergency managers and coordinators from other San Bernardino County cities, agencies, and organizations; coordinate disaster and emergency planning and training as part of the San Bernardino County Operational Area.
- Work in collaboration with the Fire Department and Human Resources & Risk Management Department.
- Observe and comply with City and mandated safety rules, regulations, and protocols.
- Prepare, present, and approve Department, City Council and Committee reports and presentations as required.
- Direct, oversee, and participate in the development of work plans; assign work activities, projects and programs; monitor workflow; review and evaluate work products methods and procedures.
- Establish and maintain cooperative working relationships with those contacted in the

course of work.

- Communicate clearly and concisely, both orally and in writing.
- Maintain prompt and regular attendance.
- Other duties as assigned.
- This position is always evolving. Therefore, employer reserves the right to modify this job description as necessary.

THE ABOVE LIST OF ESSENTIAL FUNCTIONS IS NOT EXHAUSTIVE AND MAY BE SUPPLEMENTED AS NECESSARY BY THE EMPLOYER.

WORKING CONDITIONS: Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, this position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when working with the phone.

EXPERIENCE AND TRAINING GUIDELINES

A combination of experience and training that would prove the required knowledge is qualifying. The incumbent must have knowledge of:

- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- FEMA, Cal OES, SEMS, NIMS, CERT and related emergency management standards, regulations, and local ordinances pertaining to emergency response management and public safety communications systems
- Principles and practices of emergency services program development and administration.
- Methods and techniques of developing disaster preparedness programs.
- Principles and practices of budget development and administration, and allocation of resources within budget constraints.
- Organizational and management practices with respect to the development and evaluation of programs, policies, and operational needs.
- Methods and techniques of writing complete, accurate, and concise reports.
- Incident command systems.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures related to area of responsibility.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

EXPERIENCE: At least four (4) years of progressively responsible experience in developing and implementing emergency services programs, and emergency preparedness and response; or an equivalent combination of education, training, and experience.

EDUCATION: Equivalent to a bachelor's degree from an accredited college or university with major coursework in emergency management or a related field.

LICENSES/CERTIFICATIONS: Possession of, and continuously throughout employment, a valid California Class "C" Driver's License or equivalent. Possession of, or ability to obtain, certification as an Emergency Management Program Specialist from the State of California, Certified Emergency Manager designation from the International Association of Emergency Managers, or equivalent certification.

SUPPLEMENTAL INFORMATION: Incumbents are required to complete a Statement of Economic Interest Form (700 Form) annually and ethics training bi-annually, pursuant to AB 1234.

**CITY OF FONTANA
MANAGEMENT CONFIDENTIAL
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 09/13/2023**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Accounting Manager	MC01	\$59.33	\$62.30	\$65.42	\$68.70	\$72.14	Hourly
		\$10,283.87	\$10,798.67	\$11,339.47	\$11,908.00	\$12,504.27	Monthly
		\$123,406.40	\$129,584.00	\$136,073.60	\$142,896.00	\$150,051.20	Annual
Administrative Secretary	MC02	\$27.73	\$29.12	\$30.58	\$32.11	\$33.72	
		\$4,806.54	\$5,047.47	\$5,300.54	\$5,565.74	\$5,844.80	
		\$57,678.40	\$60,569.60	\$63,606.40	\$66,788.80	\$70,137.60	
Assistant Building Official	MC03	\$47.54	\$49.92	\$52.42	\$55.05	\$57.81	
		\$8,240.27	\$8,652.80	\$9,086.14	\$9,542.00	\$10,020.40	
		\$98,883.20	\$103,833.60	\$109,033.60	\$114,504.00	\$120,244.80	
Assistant Internal Auditor	MC04	\$33.19	\$34.85	\$36.60	\$38.43	\$40.36	
		\$5,752.94	\$6,040.67	\$6,344.00	\$6,661.20	\$6,995.74	
		\$69,035.20	\$72,488.00	\$76,128.00	\$79,934.40	\$83,948.80	
(IT) Application Programmer/ Developer	MC05	\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
		\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	
(IT) Business Analyst II	MC06	\$40.52	\$42.55	\$44.68	\$46.92	\$49.27	
		\$7,023.47	\$7,375.34	\$7,744.54	\$8,132.80	\$8,540.14	
		\$84,281.60	\$88,504.00	\$92,934.40	\$97,593.60	\$102,481.60	
Budget Manager	MC07	\$59.33	\$62.30	\$65.42	\$68.70	\$72.14	
		\$10,283.87	\$10,798.67	\$11,339.47	\$11,908.00	\$12,504.27	
		\$123,406.40	\$129,584.00	\$136,073.60	\$142,896.00	\$150,051.20	
Communications & Marketing Manager	MC09	\$51.47	\$54.05	\$56.76	\$59.60	\$62.58	
		\$8,921.47	\$9,368.67	\$9,838.40	\$10,330.67	\$10,847.20	
		\$107,057.60	\$112,424.00	\$118,060.80	\$123,968.00	\$130,166.40	
Community Improvement Program Manager	MC10	\$55.49	\$58.27	\$61.19	\$64.25	\$67.47	
		\$9,618.27	\$10,100.14	\$10,606.27	\$11,136.67	\$11,694.80	
		\$115,419.20	\$121,201.60	\$127,275.20	\$133,640.00	\$140,337.60	
Community Services Manager	MC11	\$52.78	\$55.42	\$58.20	\$61.11	\$64.17	
		\$9,148.54	\$9,606.14	\$10,088.00	\$10,592.40	\$11,122.80	
		\$109,782.40	\$115,273.60	\$121,056.00	\$127,108.80	\$133,473.60	
Community Services Supervisor	MC12	\$37.42	\$39.30	\$41.27	\$43.34	\$45.51	
		\$6,486.14	\$6,812.00	\$7,153.47	\$7,512.27	\$7,888.40	
		\$77,833.60	\$81,744.00	\$85,841.60	\$90,147.20	\$94,660.80	
(IT) Customer Service Manager	MC91	\$55.12	\$57.88	\$60.78	\$63.82	\$67.02	
		\$9,554.14	\$10,032.54	\$10,535.20	\$11,062.14	\$11,616.80	
		\$114,649.60	\$120,390.40	\$126,422.40	\$132,745.60	\$139,401.60	
Customer Service Supervisor	MC13	\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
		\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	

CITY OF FONTANA
MANAGEMENT CONFIDENTIAL
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TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
(IT) Database Administrator	MC14	\$52.49	\$55.12	\$57.88	\$60.78	\$63.82	Hourly
		\$9,098.27	\$9,554.14	\$10,032.54	\$10,535.20	\$11,062.14	Monthly
		\$109,179.20	\$114,649.60	\$120,390.40	\$126,422.40	\$132,745.60	Annual
Deputy Finance Officer	MC86	\$65.93	\$69.23	\$72.70	\$76.34	\$80.16	
		\$11,427.87	\$11,999.87	\$12,601.34	\$13,232.27	\$13,894.40	
		\$137,134.40	\$143,998.40	\$151,216.00	\$158,787.20	\$166,732.80	
Development Services Supervisor	MC15	\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
		\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	
Economic Development Analyst	MC76	\$43.03	\$45.19	\$47.45	\$49.83	\$52.33	
		\$7,458.54	\$7,832.94	\$8,224.67	\$8,637.20	\$9,070.54	
		\$89,502.40	\$93,995.20	\$98,696.00	\$103,646.40	\$108,846.40	
Emergency Services Coordinator	MC93	\$43.22	\$45.39	\$47.66	\$50.05	\$52.56	
		\$7,491.47	\$7,867.60	\$8,261.07	\$8,675.34	\$9,110.40	
		\$89,897.60	\$94,411.20	\$99,132.80	\$104,104.00	\$109,324.80	
Engineering Manager	MC16	\$60.11	\$63.12	\$66.28	\$69.60	\$73.08	
		\$10,419.07	\$10,940.80	\$11,488.54	\$12,064.00	\$12,667.20	
		\$125,028.80	\$131,289.60	\$137,862.40	\$144,768.00	\$152,006.40	
Environmental Control Supervisor	MC17	\$40.32	\$42.34	\$44.46	\$46.69	\$49.03	
		\$6,988.80	\$7,338.94	\$7,706.40	\$8,092.94	\$8,498.54	
		\$83,865.60	\$88,067.20	\$92,476.80	\$97,115.20	\$101,982.40	
Executive Secretary to City Manager	MC18	\$37.35	\$39.22	\$41.19	\$43.25	\$45.42	
		\$6,474.00	\$6,798.14	\$7,139.60	\$7,496.67	\$7,872.80	
		\$77,688.00	\$81,577.60	\$85,675.20	\$89,960.00	\$94,473.60	
Facilities Maintenance Supervisor	MC19	\$40.32	\$42.34	\$44.46	\$46.69	\$49.03	
		\$6,988.80	\$7,338.94	\$7,706.40	\$8,092.94	\$8,498.54	
		\$83,865.60	\$88,067.20	\$92,476.80	\$97,115.20	\$101,982.40	
Finance Manager	MC20	\$60.11	\$63.12	\$66.28	\$69.60	\$73.08	
		\$10,419.07	\$10,940.80	\$11,488.54	\$12,064.00	\$12,667.20	
		\$125,028.80	\$131,289.60	\$137,862.40	\$144,768.00	\$152,006.40	
Fleet Supervisor	MC21	\$40.32	\$42.34	\$44.46	\$46.69	\$49.03	
		\$6,988.80	\$7,338.94	\$7,706.40	\$8,092.94	\$8,498.54	
		\$83,865.60	\$88,067.20	\$92,476.80	\$97,115.20	\$101,982.40	
(IT) GIS Administrator	MC22	\$52.49	\$55.12	\$57.88	\$60.78	\$63.82	
		\$9,098.27	\$9,554.14	\$10,032.54	\$10,535.20	\$11,062.14	
		\$109,179.20	\$114,649.60	\$120,390.40	\$126,422.40	\$132,745.60	
Homeless Solutions Manager	MC87	\$51.47	\$54.05	\$56.76	\$59.60	\$62.58	
		\$8,921.47	\$9,368.67	\$9,838.40	\$10,330.67	\$10,847.20	
		\$107,057.60	\$112,424.00	\$118,060.80	\$123,968.00	\$130,166.40	

**CITY OF FONTANA
MANAGEMENT CONFIDENTIAL
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TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Housing Development Manager	MC23	\$51.47 \$8,921.47 \$107,057.60	\$54.05 \$9,368.67 \$112,424.00	\$56.76 \$9,838.40 \$118,060.80	\$59.60 \$10,330.67 \$123,968.00	\$62.58 \$10,847.20 \$130,166.40	Hourly Monthly Annual
Human Resources Analyst	MC24	\$39.72 \$6,884.80 \$82,617.60	\$41.71 \$7,229.74 \$86,756.80	\$43.80 \$7,592.00 \$91,104.00	\$45.99 \$7,971.60 \$95,659.20	\$48.29 \$8,370.27 \$100,443.20	
Human Resources Clerk	MC25	\$22.94 \$3,976.27 \$47,715.20	\$24.09 \$4,175.60 \$50,107.20	\$25.30 \$4,385.34 \$52,624.00	\$26.57 \$4,605.47 \$55,265.60	\$27.90 \$4,836.00 \$58,032.00	
Human Resources Specialist	MC26	\$33.88 \$5,872.54 \$70,470.40	\$35.58 \$6,167.20 \$74,006.40	\$37.36 \$6,475.74 \$77,708.80	\$39.23 \$6,799.87 \$81,598.40	\$41.20 \$7,141.34 \$85,696.00	
Human Resources Technician	MC27	\$28.74 \$4,981.60 \$59,779.20	\$30.18 \$5,231.20 \$62,774.40	\$31.69 \$5,492.94 \$65,915.20	\$33.28 \$5,768.54 \$69,222.40	\$34.95 \$6,058.00 \$72,696.00	
Information Technology (IT) Project Administrator	MC85	\$55.49 \$9,618.27 \$115,419.20	\$58.27 \$10,100.14 \$121,201.60	\$61.19 \$10,606.27 \$127,275.20	\$64.25 \$11,136.67 \$133,640.00	\$67.47 \$11,694.80 \$140,337.60	
(IT) Infrastructure Manager	MC28	\$59.18 \$10,257.87 \$123,094.40	\$62.14 \$10,770.94 \$129,251.20	\$65.25 \$11,310.00 \$135,720.00	\$68.52 \$11,876.80 \$142,521.60	\$71.95 \$12,471.34 \$149,656.00	
Management Trainee	MC78	\$31.85 \$5,520.67 \$66,248.00	"Step 1 Only"				
Management Analyst I	MC80	\$36.40 \$6,309.34 \$75,712.00	\$38.22 \$6,624.80 \$79,497.60	\$40.14 \$6,957.60 \$83,491.20	\$42.15 \$7,306.00 \$87,672.00	\$44.26 \$7,671.74 \$92,060.80	
Management Analyst II	MC81	\$41.88 \$7,259.20 \$87,110.40	\$43.98 \$7,623.20 \$91,478.40	\$46.18 \$8,004.54 \$96,054.40	\$48.49 \$8,404.94 \$100,859.20	\$50.92 \$8,826.14 \$105,913.60	
(IT) Network/Security Administrator	MC29	\$55.49 \$9,618.27 \$115,419.20	\$58.27 \$10,100.14 \$121,201.60	\$61.19 \$10,606.27 \$127,275.20	\$64.25 \$11,136.67 \$133,640.00	\$67.47 \$11,694.80 \$140,337.60	
Parks Development Coordinator	MC30	\$43.03 \$7,458.54 \$89,502.40	\$45.19 \$7,832.94 \$93,995.20	\$47.45 \$8,224.67 \$98,696.00	\$49.83 \$8,637.20 \$103,646.40	\$52.33 \$9,070.54 \$108,846.40	
Parks & Landscape Supervisor	MC31	\$40.32 \$6,988.80 \$83,865.60	\$42.34 \$7,338.94 \$88,067.20	\$44.46 \$7,706.40 \$92,476.80	\$46.69 \$8,092.94 \$97,115.20	\$49.03 \$8,498.54 \$101,982.40	

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Payroll Clerk	MC32	\$22.52	\$23.65	\$24.84	\$26.09	\$27.40	Hourly Monthly Annual
		\$3,903.47	\$4,099.34	\$4,305.60	\$4,522.27	\$4,749.34	
		\$46,841.60	\$49,192.00	\$51,667.20	\$54,267.20	\$56,992.00	
Payroll Coordinator	MC33	\$33.88	\$35.58	\$37.36	\$39.23	\$41.20	
		\$5,872.54	\$6,167.20	\$6,475.74	\$6,799.87	\$7,141.34	
		\$70,470.40	\$74,006.40	\$77,708.80	\$81,598.40	\$85,696.00	
Payroll Technician	MC34	\$28.88	\$30.33	\$31.85	\$33.45	\$35.13	
		\$5,005.87	\$5,257.20	\$5,520.67	\$5,798.00	\$6,089.20	
		\$60,070.40	\$63,086.40	\$66,248.00	\$69,576.00	\$73,070.40	
Police Administrative Support Services Manager	MC36	\$51.47	\$54.05	\$56.76	\$59.60	\$62.58	
		\$8,921.47	\$9,368.67	\$9,838.40	\$10,330.67	\$10,847.20	
		\$107,057.60	\$112,424.00	\$118,060.80	\$123,968.00	\$130,166.40	
Police Communications Supervisor	MC37	\$43.03	\$45.19	\$47.45	\$49.83	\$52.33	
		\$7,458.54	\$7,832.94	\$8,224.67	\$8,637.20	\$9,070.54	
		\$89,502.40	\$93,995.20	\$98,696.00	\$103,646.40	\$108,846.40	
Police Dispatch Shift Supervisor	MC38	\$34.11	\$35.82	\$37.62	\$39.51	\$41.49	
		\$5,912.40	\$6,208.80	\$6,520.80	\$6,848.40	\$7,191.60	
		\$70,948.80	\$74,505.60	\$78,249.60	\$82,180.80	\$86,299.20	
Police Records Supervisor	MC39	\$27.16	\$28.52	\$29.95	\$31.45	\$33.03	
		\$4,707.74	\$4,943.47	\$5,191.34	\$5,451.34	\$5,725.20	
		\$56,492.80	\$59,321.60	\$62,296.00	\$65,416.00	\$68,702.40	
Police Supervising Property Control Clerk	MC40	\$32.78	\$34.42	\$36.15	\$37.96	\$39.86	
		\$5,681.87	\$5,966.14	\$6,266.00	\$6,579.74	\$6,909.07	
		\$68,182.40	\$71,593.60	\$75,192.00	\$78,956.80	\$82,908.80	
Police Support Services Supervisor	MC41	\$35.77	\$37.56	\$39.44	\$41.42	\$43.50	
		\$6,200.14	\$6,510.40	\$6,836.27	\$7,179.47	\$7,540.00	
		\$74,401.60	\$78,124.80	\$82,035.20	\$86,153.60	\$90,480.00	
Principal Civil Engineer	MC42	\$59.91	\$62.91	\$66.06	\$69.37	\$72.84	
		\$10,384.40	\$10,904.40	\$11,450.40	\$12,024.14	\$12,625.60	
		\$124,612.80	\$130,852.80	\$137,404.80	\$144,289.60	\$151,507.20	
Principal Planner	MC83	\$56.06	\$58.87	\$61.82	\$64.92	\$68.17	
		\$9,717.07	\$10,204.14	\$10,715.47	\$11,252.80	\$11,816.14	
		\$116,604.80	\$122,449.60	\$128,585.60	\$135,033.60	\$141,793.60	
Public Information Coordinator	MC43	\$43.03	\$45.19	\$47.45	\$49.83	\$52.33	
		\$7,458.54	\$7,832.94	\$8,224.67	\$8,637.20	\$9,070.54	
		\$89,502.40	\$93,995.20	\$98,696.00	\$103,646.40	\$108,846.40	
Public Safety Systems Administrator	MC84	\$52.49	\$55.12	\$57.88	\$60.78	\$63.82	
		\$9,098.27	\$9,554.14	\$10,032.54	\$10,535.20	\$11,062.14	
		\$109,179.20	\$114,649.60	\$120,390.40	\$126,422.40	\$132,745.60	

**CITY OF FONTANA
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Public Works Inspection Supervisor	MC44	\$46.21	\$48.53	\$50.96	\$53.51	\$56.19	Hourly Monthly Annual
		\$8,009.74	\$8,411.87	\$8,833.07	\$9,275.07	\$9,739.60	
		\$96,116.80	\$100,942.40	\$105,996.80	\$111,300.80	\$116,875.20	
Public Works Manager	MC45	\$55.49	\$58.27	\$61.19	\$64.25	\$67.47	
		\$9,618.27	\$10,100.14	\$10,606.27	\$11,136.67	\$11,694.80	
		\$115,419.20	\$121,201.60	\$127,275.20	\$133,640.00	\$140,337.60	
Purchasing Manager	MC88	\$46.42	\$48.75	\$51.19	\$53.75	\$56.44	
		\$8,046.14	\$8,450.00	\$8,872.94	\$9,316.67	\$9,782.94	
		\$96,553.60	\$101,400.00	\$106,475.20	\$111,800.00	\$117,395.20	
Purchasing Specialist	MC46	\$31.75	\$33.34	\$35.01	\$36.77	\$38.61	
		\$5,503.34	\$5,778.94	\$6,068.40	\$6,373.47	\$6,692.40	
		\$66,040.00	\$69,347.20	\$72,820.80	\$76,481.60	\$80,308.80	
Purchasing Supervisor	MC47	\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
		\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	
Real Property Analyst	MC48	\$36.68	\$38.52	\$40.45	\$42.48	\$44.61	
		\$6,357.87	\$6,676.80	\$7,011.34	\$7,363.20	\$7,732.40	
		\$76,294.40	\$80,121.60	\$84,136.00	\$88,358.40	\$92,788.80	
Records Coordinator	MC77	\$30.68	\$32.22	\$33.84	\$35.54	\$37.32	
		\$5,317.87	\$5,584.80	\$5,865.60	\$6,160.27	\$6,468.80	
		\$63,814.40	\$67,017.60	\$70,387.20	\$73,923.20	\$77,625.60	
Resources Budget Officer	MC49	\$47.54	\$49.92	\$52.42	\$55.05	\$57.81	
		\$8,240.27	\$8,652.80	\$9,086.14	\$9,542.00	\$10,020.40	
		\$98,883.20	\$103,833.60	\$109,033.60	\$114,504.00	\$120,244.80	
Revenue Operations Manager	MC89	\$46.42	\$48.75	\$51.19	\$53.75	\$56.44	
		\$8,046.14	\$8,450.00	\$8,872.94	\$9,316.67	\$9,782.94	
		\$96,553.60	\$101,400.00	\$106,475.20	\$111,800.00	\$117,395.20	
Risk Manager	MC90	\$57.59	\$60.47	\$63.50	\$66.68	\$70.02	
		\$9,982.27	\$10,481.47	\$11,006.67	\$11,557.87	\$12,136.80	
		\$119,787.20	\$125,777.60	\$132,080.00	\$138,694.40	\$145,641.60	
Senior Accountant	MC50	\$38.95	\$40.90	\$42.95	\$45.10	\$47.36	
		\$6,751.34	\$7,089.34	\$7,444.67	\$7,817.34	\$8,209.07	
		\$81,016.00	\$85,072.00	\$89,336.00	\$93,808.00	\$98,508.80	
Senior Administrative Aide	MC51	\$30.93	\$32.48	\$34.11	\$35.82	\$37.62	
		\$5,361.20	\$5,629.87	\$5,912.40	\$6,208.80	\$6,520.80	
		\$64,334.40	\$67,558.40	\$70,948.80	\$74,505.60	\$78,249.60	
Senior Administrative Analyst	MC52	\$43.03	\$45.19	\$47.45	\$49.83	\$52.33	
		\$7,458.54	\$7,832.94	\$8,224.67	\$8,637.20	\$9,070.54	
		\$89,502.40	\$93,995.20	\$98,696.00	\$103,646.40	\$108,846.40	

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Senior Administrative Secretary	MC53	\$30.51 \$5,288.40 \$63,460.80	\$32.04 \$5,553.60 \$66,643.20	\$33.65 \$5,832.67 \$69,992.00	\$35.34 \$6,125.60 \$73,507.20	\$37.11 \$6,432.40 \$77,188.80	Hourly Monthly Annual
(IT) Senior Business Analyst	MC54	\$46.35 \$8,034.00 \$96,408.00	\$48.67 \$8,436.14 \$101,233.60	\$51.11 \$8,859.07 \$106,308.80	\$53.67 \$9,302.80 \$111,633.60	\$56.36 \$9,769.07 \$117,228.80	
Senior Civil Engineer	MC55	\$55.28 \$9,581.87 \$114,982.40	\$58.05 \$10,062.00 \$120,744.00	\$60.96 \$10,566.40 \$126,796.80	\$64.01 \$11,095.07 \$133,140.80	\$67.22 \$11,651.47 \$139,817.60	
Senior Civil Land Surveyor	MC79	\$52.64 \$9,124.27 \$109,491.20	\$55.28 \$9,581.87 \$114,982.40	\$58.05 \$10,062.00 \$120,744.00	\$60.96 \$10,566.40 \$126,796.80	\$64.01 \$11,095.07 \$133,140.80	
Senior Engineer	MC56	\$52.64 \$9,124.27 \$109,491.20	\$55.28 \$9,581.87 \$114,982.40	\$58.05 \$10,062.00 \$120,744.00	\$60.96 \$10,566.40 \$126,796.80	\$64.01 \$11,095.07 \$133,140.80	
Senior Human Resources Analyst	MC57	\$45.66 \$7,914.40 \$94,972.80	\$47.95 \$8,311.34 \$99,736.00	\$50.35 \$8,727.34 \$104,728.00	\$52.87 \$9,164.14 \$109,969.60	\$55.52 \$9,623.47 \$115,481.60	
Senior Internal Auditor	MC58	\$47.54 \$8,240.27 \$98,883.20	\$49.92 \$8,652.80 \$103,833.60	\$52.42 \$9,086.14 \$109,033.60	\$55.05 \$9,542.00 \$114,504.00	\$57.81 \$10,020.40 \$120,244.80	
Senior Landscape Planner	MC92	\$45.89 \$7,954.27 \$95,451.20	\$48.19 \$8,352.94 \$100,235.20	\$50.60 \$8,770.67 \$105,248.00	\$53.13 \$9,209.20 \$110,510.40	\$55.79 \$9,670.27 \$116,043.20	
Senior Management Analyst	MC82	\$50.25 \$8,710.00 \$104,520.00	\$52.77 \$9,146.80 \$109,761.60	\$55.41 \$9,604.40 \$115,252.80	\$58.19 \$10,086.27 \$121,035.20	\$61.10 \$10,590.67 \$127,088.00	
Senior Planner	MC59	\$45.89 \$7,954.27 \$95,451.20	\$48.19 \$8,352.94 \$100,235.20	\$50.60 \$8,770.67 \$105,248.00	\$53.13 \$9,209.20 \$110,510.40	\$55.79 \$9,670.27 \$116,043.20	
Senior Traffic Engineer	MC74	\$55.28 \$9,581.87 \$114,982.40	\$58.05 \$10,062.00 \$120,744.00	\$60.96 \$10,566.40 \$126,796.80	\$64.01 \$11,095.07 \$133,140.80	\$67.22 \$11,651.47 \$139,817.60	
(IT) Software Development Supervisor	MC60	\$52.49 \$9,098.27 \$109,179.20	\$55.12 \$9,554.14 \$114,649.60	\$57.88 \$10,032.54 \$120,390.40	\$60.78 \$10,535.20 \$126,422.40	\$63.82 \$11,062.14 \$132,745.60	
Strategic Transportation Engineering Manager	MC61	\$60.11 \$10,419.07 \$125,028.80	\$63.12 \$10,940.80 \$131,289.60	\$66.28 \$11,488.54 \$137,862.40	\$69.60 \$12,064.00 \$144,768.00	\$73.08 \$12,667.20 \$152,006.40	

**CITY OF FONTANA
MANAGEMENT CONFIDENTIAL
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 09/13/2023**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Supervising Accountant	MC62	\$44.97	\$47.22	\$49.59	\$52.07	\$54.68	Hourly Monthly Annual
		\$7,794.80	\$8,184.80	\$8,595.60	\$9,025.47	\$9,477.87	
		\$93,537.60	\$98,217.60	\$103,147.20	\$108,305.60	\$113,734.40	
Supervising Animal Services Officer	MC63	\$31.87	\$33.47	\$35.15	\$36.91	\$38.76	
		\$5,524.14	\$5,801.47	\$6,092.67	\$6,397.74	\$6,718.40	
		\$66,289.60	\$69,617.60	\$73,112.00	\$76,772.80	\$80,620.80	
Supervising Building Inspector	MC64	\$47.54	\$49.92	\$52.42	\$55.05	\$57.81	
		\$8,240.27	\$8,652.80	\$9,086.14	\$9,542.00	\$10,020.40	
		\$98,883.20	\$103,833.60	\$109,033.60	\$114,504.00	\$120,244.80	
Supervising Code Enforcement Inspector	MC65	\$47.54	\$49.92	\$52.42	\$55.05	\$57.81	
		\$8,240.27	\$8,652.80	\$9,086.14	\$9,542.00	\$10,020.40	
		\$98,883.20	\$103,833.60	\$109,033.60	\$114,504.00	\$120,244.80	
Supervising Plans Examiner	MC75	\$47.54	\$49.92	\$52.42	\$55.05	\$57.81	
		\$8,240.27	\$8,652.80	\$9,086.14	\$9,542.00	\$10,020.40	
		\$98,883.20	\$103,833.60	\$109,033.60	\$114,504.00	\$120,244.80	
Supervising Real Property Agent	MC66	\$43.03	\$45.19	\$47.45	\$49.83	\$52.33	
		\$7,458.54	\$7,832.94	\$8,224.67	\$8,637.20	\$9,070.54	
		\$89,502.40	\$93,995.20	\$98,696.00	\$103,646.40	\$108,846.40	
Supervising Technical Engineer	MC67	\$46.67	\$49.01	\$51.47	\$54.05	\$56.76	
		\$8,089.47	\$8,495.07	\$8,921.47	\$9,368.67	\$9,838.40	
		\$97,073.60	\$101,940.80	\$107,057.60	\$112,424.00	\$118,060.80	
Supervising Traffic Systems Specialist	MC68	\$44.86	\$47.11	\$49.47	\$51.95	\$54.55	
		\$7,775.74	\$8,165.74	\$8,574.80	\$9,004.67	\$9,455.34	
		\$93,308.80	\$97,988.80	\$102,897.60	\$108,056.00	\$113,464.00	
(IT) Support Supervisor	MC69	\$52.49	\$55.12	\$57.88	\$60.78	\$63.82	
		\$9,098.27	\$9,554.14	\$10,032.54	\$10,535.20	\$11,062.14	
		\$109,179.20	\$114,649.60	\$120,390.40	\$126,422.40	\$132,745.60	
(IT) Systems Administrator	MC70	\$46.35	\$48.67	\$51.11	\$53.67	\$56.36	
		\$8,034.00	\$8,436.14	\$8,859.07	\$9,302.80	\$9,769.07	
		\$96,408.00	\$101,233.60	\$106,308.80	\$111,633.60	\$117,228.80	
(IT) Systems/Network Specialist	MC71	\$37.41	\$39.29	\$41.26	\$43.33	\$45.50	
		\$6,484.40	\$6,810.27	\$7,151.74	\$7,510.54	\$7,886.67	
		\$77,812.80	\$81,723.20	\$85,820.80	\$90,126.40	\$94,640.00	
Transportation Engineering Manager	MC72	\$66.21	\$69.53	\$73.01	\$76.67	\$80.51	
		\$11,476.40	\$12,051.87	\$12,655.07	\$13,289.47	\$13,955.07	
		\$137,716.80	\$144,622.40	\$151,860.80	\$159,473.60	\$167,460.80	
Utilities & Streets Supervisor	MC73	\$40.32	\$42.34	\$44.46	\$46.69	\$49.03	
		\$6,988.80	\$7,338.94	\$7,706.40	\$8,092.94	\$8,498.54	
		\$83,865.60	\$88,067.20	\$92,476.80	\$97,115.20	\$101,982.40	



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2392

Agenda #: D.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Final Acceptance of Street and Sewer Improvements on Banana Avenue for Tract No. 18135

RECOMMENDATION:

1. Accept as complete the street and sewer improvements on Banana Avenue for Tract No. 18135 located south of Foothill Boulevard and east of Banana Avenue.
2. Adopt **Resolution No. 2023-089**, accepting sewer in Banana Avenue for Tract No. 18135 as part of the City sewer system.

COUNCIL GOALS:

- To invest in the city's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the city's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:

Olive Communities, LLC constructed street and sewer improvements on Banana Avenue, a street that provides access to Tract No. 18135. This subdivision is located south of Foothill Boulevard and east of Banana Avenue.

The street and sewer improvements on Banana Avenue are now complete and acceptance by the City Council is required pursuant to Fontana Municipal Code, Section 26-184(b). Tract No. 18135 is a private community and the internal improvements are not a part of this action.

The street and sewer improvements have been completed to the satisfaction of the Department of Engineering. By accepting the improvements as complete, the City will be taking over the maintenance of these improvements.

This action will also authorize the release of the Faithful Performance Bond, which was posted to guarantee performance of the Subdivision Agreement. It will also authorize the release of the Labor and Material Bond after six months and the Warranty Bond after 12 months, less the total of any claims received by this date. The street and sewer improvements have met all Conditions of Approval and the improvements were inspected by the Department of Engineering.

Tract Map No.

Bond No.

Bond Amount

18135

4438982

\$155,867

FISCAL IMPACT:

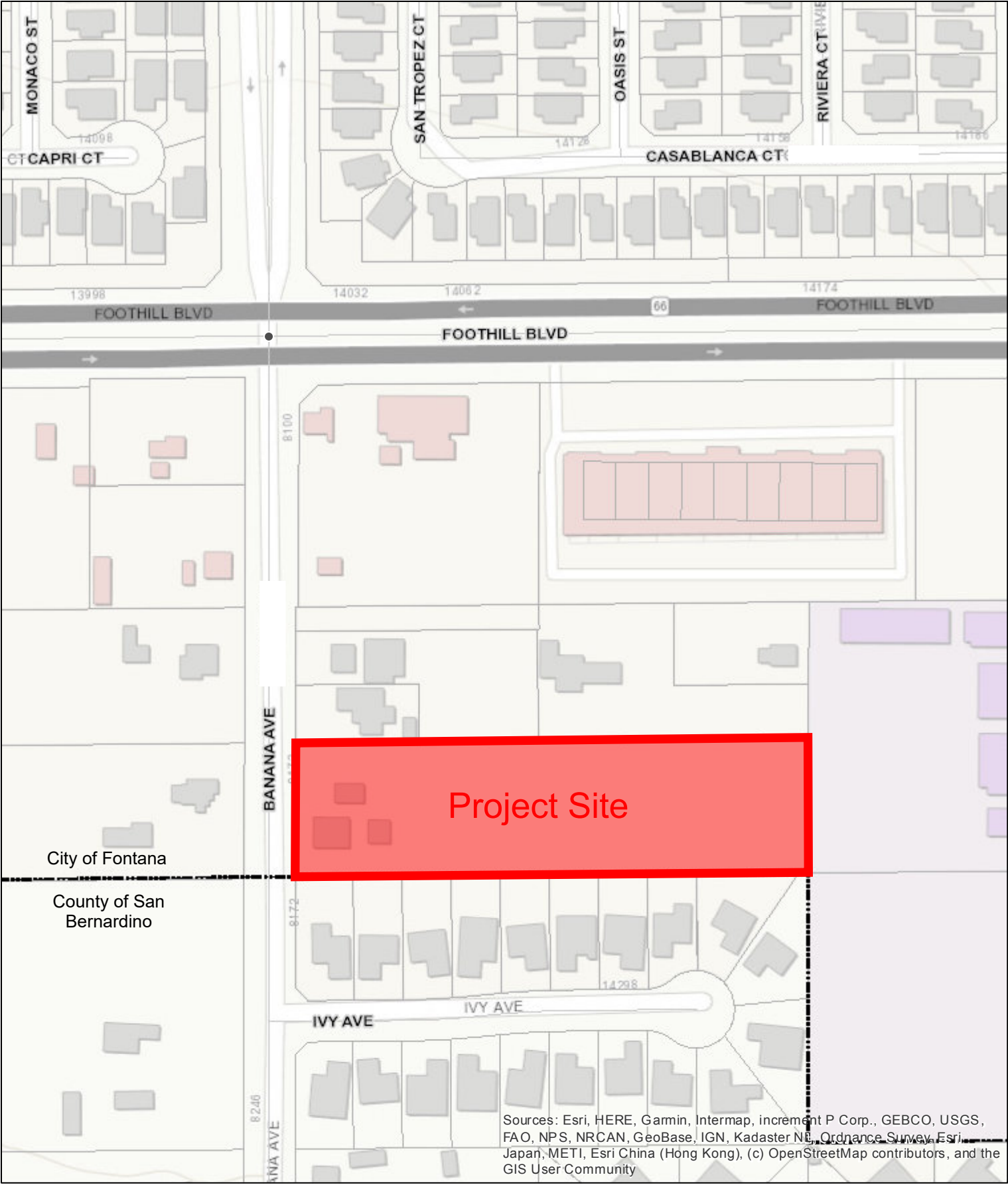
As part of the action to accept as complete the street and sewer improvements on Banana Avenue for Tract No. 18135, these improvements will be deemed complete and the City will take over operation and maintenance of this public infrastructure. Appropriate funding for the maintenance work is allocated to the Public Works Department, Utility and Street Division.

MOTION:

Approve staff recommendation.

Tract 18135

Vicinity Map



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

28 LOTS
2,500 AC GROSS
2,371 AC NET

TRACT NO. 18135

SHEET 1 OF 4 SHEETS

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDECTION OF THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

BANANA AVENUE FOR STREET, HIGHWAY AND UTILITY PURPOSES.

OLIVE COMMUNITIES, LLC
A CALIFORNIA LIMITED PARTNERSHIP

BY: [Signature] NAME: Ahmad Awad
TITLE: Member

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA)
COUNTY OF San Bernardino) S.S.

ON THIS 20 DAY OF February, 2020, BEFORE ME, Hugo E. Sanchez, NOTARY PUBLIC, PERSONALLY APPEARED Ahmad Awad, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH HE ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND

[Signature]
SIGNATURE
HUGO E. SANCHEZ
PRINTED NAME



MY COMMISSION EXPIRES: SEP 27, 2021 MY COMMISSION NUMBER: 2212103

MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY

CONDOMINIUM NOTE

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 28 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENT FOR THE UNITS.

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a) (3) (A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED AS THEIR INTERESTS CANNOT RIPEN INTO FEE:

FONTANA LAND COMPANY, HOLDER OF AN EASEMENT FOR WATER AND UTILITIES WITHIN ADJACENT STREET PER DOCUMENT RECORDED FEBRUARY 18, 1932 IN BOOK 805, PG 29, O.R.

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF THE SOUTH 1/2 OF FARM LOT 185 OF FONTANA ARROW
ROUTE TRACT NO. 2102, AS PER PLAT RECORDED IN BOOK 31 OF MAPS, PAGES 11
THROUGH 15, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

HESS DEVELOPMENT

BRIAN T. HESS

JUNE, 2019

"FOR CONDOMINIUM PURPOSES"

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THOMAS LOVE, IN JUNE, 2019. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, IN COMPLIANCE WITH SECTIONS 66495 AND 66498 OF THE SUBDIVISION MAP ACT. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: February 20, 2020

[Signature]
BRIAN T. HESS, P.L.S. 8136
EXPIRATION DATE: DECEMBER 31, 2020



CITY ENGINEER'S STATEMENT

I HEREBY STATE I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLE I THROUGH III, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: 8-17-20

[Signature]
RICARDO SANDOVAL, CITY ENGINEER, PLS 7407
CITY OF FONTANA



AUDITOR'S CERTIFICATE

AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN ON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES AND SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE \$ 13,800

DATE: 9/3/2020

ENSEN MASON, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
COUNTY OF SAN BERNARDINO

BY: [Signature]
DEPUTY

CITY OFFICIAL'S STATEMENT

AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF CALIFORNIA, HELD ON 8th DAY OF August, 2020 SAID CITY COUNCIL APPROVED ON BEHALF OF THE CITY OF FONTANA THE ANNEXED MAP OF TRACT NO. 18135 AND ACCEPTED THE FOREGOING DEDICATIONS IN ACCORDANCE WITH CITY OF FONTANA STANDARDS.

[Signature]
CITY CLERK

[Signature]
CITY CLERK

[Signature]
ACQUANITA WARREN
CITY MAYOR

BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 13,800 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATE: 9/3/2020

* OF SAN BERNARDINO
ASSESSOR-RECORDER-
COUNTY CLERK

LYNNA MONELL, CLERK OF THE BOARD
OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO

BY: [Signature]
DEPUTY

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2020-0334080
THIS 8th DAY OF September, 2020, AT 2:04 PM, IN BOOK 356
OF MAPS AT PAGE(S) 63-66. AT THE REQUEST OF First American Title
IN THE AMOUNT OF \$ 23.00

BOB DUTTON
ASSESSOR-RECORDER
COUNTY OF SAN BERNARDINO

BY: [Signature]
DEPUTY RECORDER

2020-0334080

Bob Dutton
San Bernardino - Assessor-Recorder-County
09/03/2020 02:04 PM

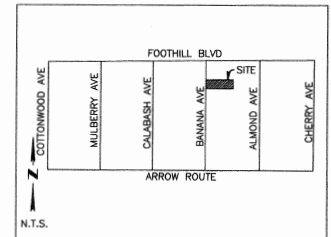
CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

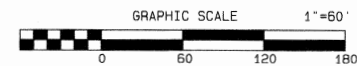
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF THE SOUTH 1/2 OF FARM LOT 185 OF FONTANA ARROW
ROUTE TRACT NO. 2102, AS PER PLAT RECORDED IN BOOK 31 OF MAPS, PAGES 11
THROUGH 15, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

JUNE, 2019

SHEET 2 OF 4 SHEETS



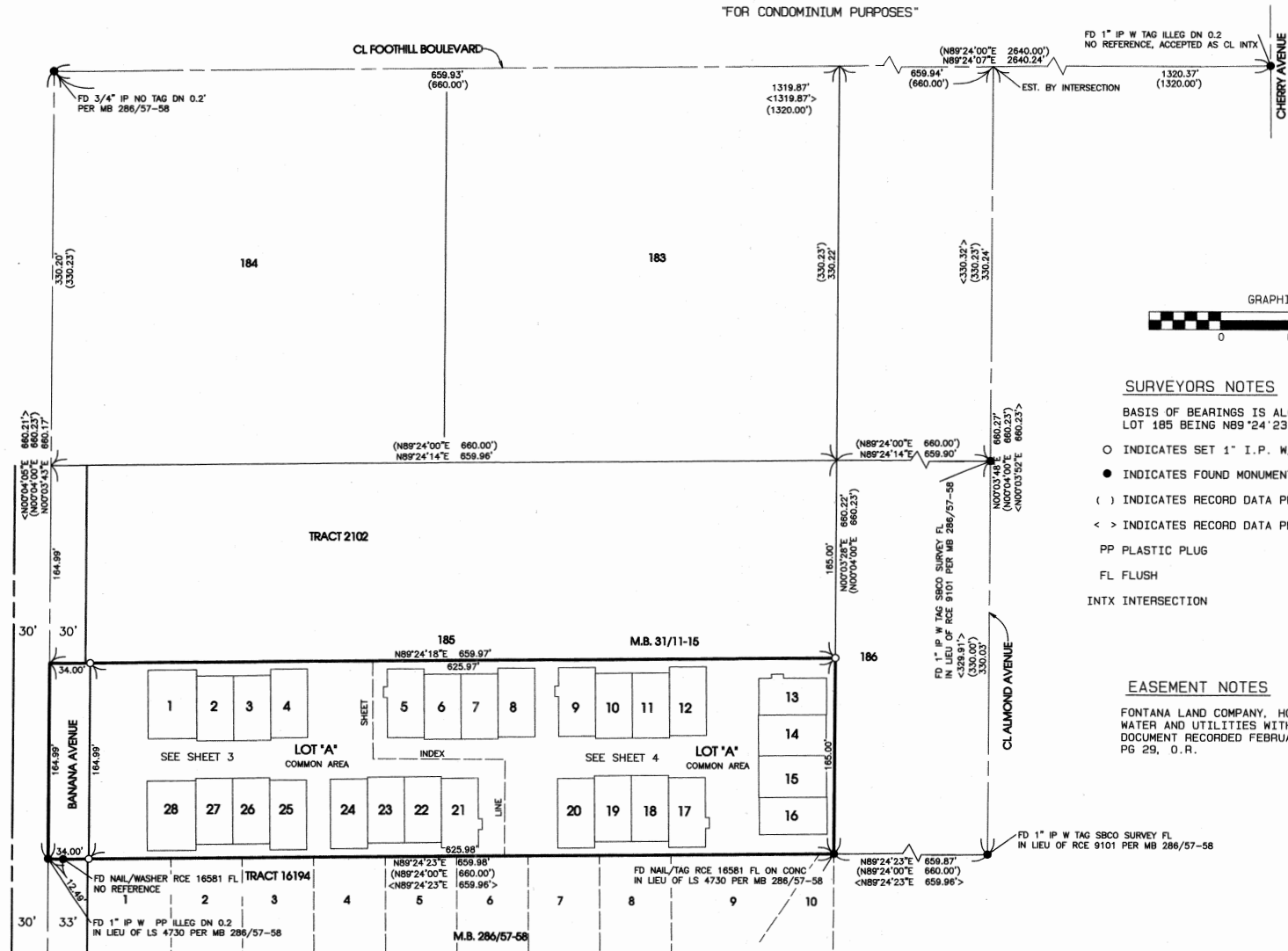
VICINITY MAP



BASIS OF BEARINGS IS ALONG THE SOUTH LINE OF
LOT 185 BEING N89°24'23"E PER MB 286/57-58

- O INDICATES SET 1" I.P. W/ TAG LS 8136 FLUSH
 ● INDICATES FOUND MONUMENT AS NOTED
 () INDICATES RECORD DATA PER M.B. 31/13
 < > INDICATES RECORD DATA PER M.B. 286/57-58
 PP PLASTIC PLUG
 FL FLUSH
 INTX INTERSECTION

FONTANA LAND COMPANY, HOLDER OF AN EASEMENT FOR
WATER AND UTILITIES WITHIN ADJACENT STREET PER
DOCUMENT RECORDED FEBRUARY 18, 1932 IN BOOK 805,
PG 29, O.R.



TRACT NO. 18135

SHEET 3 OF 4 SHEETS

LINE	BEARING	DISTANCE
L1	N89°24'18"E	0.43'
L2	N89°24'18"E	10.75'
L3	N00°35'42"W	3.21'
L4	N89°24'18"E	10.00'
L5	N89°24'18"E	3.21'
L6	N00°35'42"W	9.00'
L7	N00°35'42"W	5.00'
L8	N00°35'42"W	2.00'
L9	N00°35'42"W	1.50'
L10	N01°07'32"W	4.50'

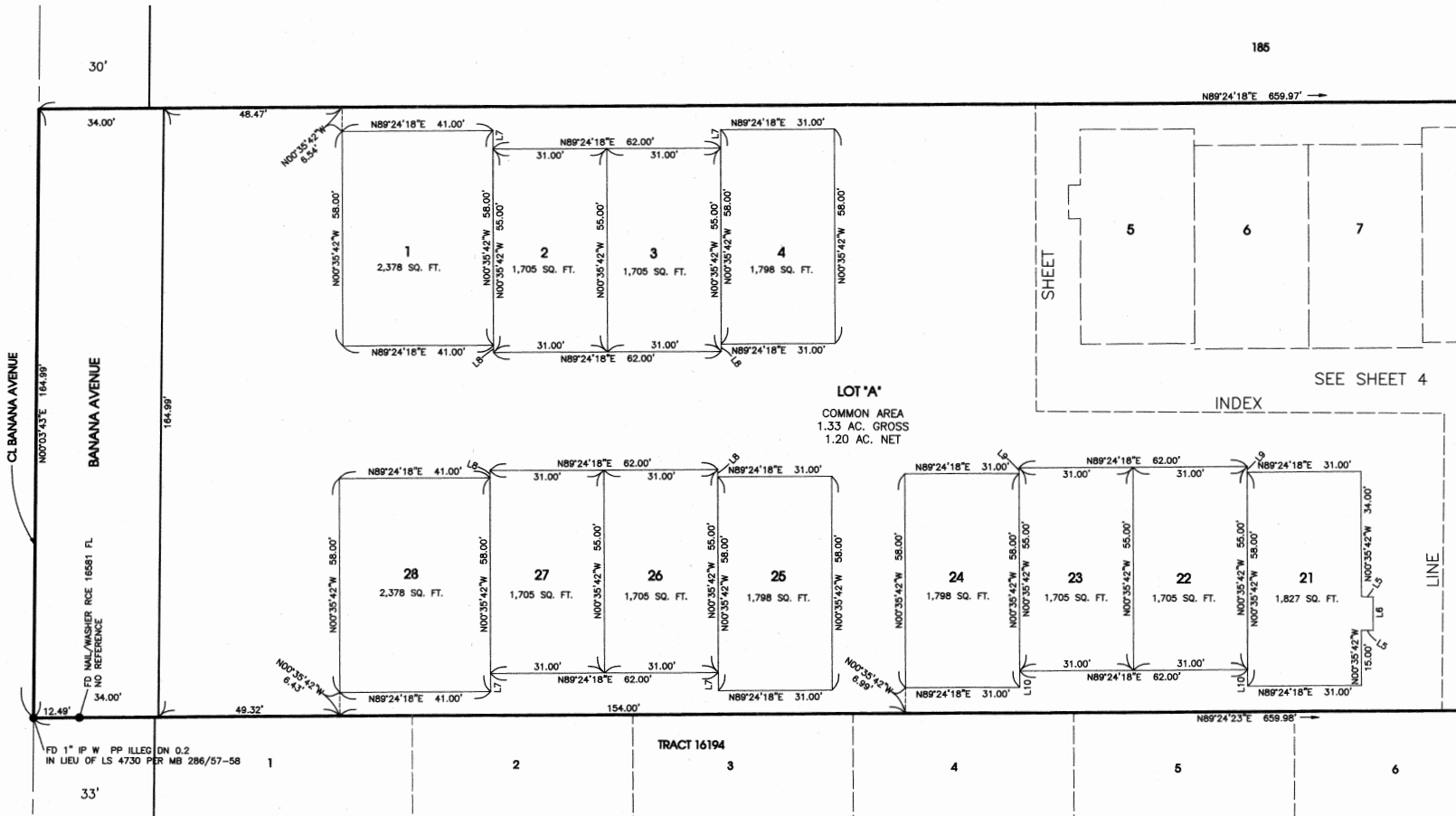
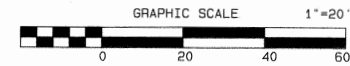
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF THE SOUTH 1/2 OF FARM LOT 185 OF FONTANA ARROW
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HESS DEVELOPMENT

BRIAN T. HESS

JUNE, 2019

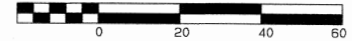
"FOR CONDOMINIUM PURPOSES"



SHEET 4 OF 4 SHEETS

JUNE, 2019

GRAPHIC SCALE 1"=20'



LINE	BEARING	DISTANCE
L1	N89°24'18"E	0.43'
L2	N89°24'18"E	10.75'
L3	N00°35'42"W	3.21'
L4	N89°24'18"E	10.00'
L5	N89°24'18"E	3.21'
L6	N00°35'42"W	9.00'
L7	N00°35'42"W	5.00'
L8	N00°35'42"W	2.00'
L9	N00°35'42"W	1.50'
L10	N01°07'32"W	4.50'



RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA
ACCEPTING THE SEWER IN BANANA AVENUE FOR TRACT NO.
18135 AS PART OF THE CITY'S SEWER SYSTEM.**

WHEREAS, Section 23-388 of the Code of the City of Fontana provides that each addition to or extension of the sewer systems shall be accepted by Resolution of the City Council; and

WHEREAS, the Resolution of Acceptance shall contain the terms of any special consideration which shall apply to the sewer so accepted; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fontana, California hereby accepts as a part of the City's sewer system the sewer main and laterals constructed within and part of Banana Avenue for Tract No. 18135 located south of Foothill Boulevard and east of Banana Avenue. No special consideration shall apply to any lots in Tract No. 18135.

APPROVED AND ADOPTED this 12th day of September, 2023.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 12th day of September, 2023, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

Resolution No. 2023-_____

ATTEST:

City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: 18135

(Date of Subdivision Map Recordation: _____)

THIS AGREEMENT is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and Olive Communities LLC, ("Subdivider"):

WHEREAS, the application for tentative Tract Map No. 18135, was conditionally approved on 8/5/2008; and

WHEREAS, Subdivider is the owner of that certain parcel of land defined by the Final Map and Subdivider proposes to do and perform certain work of improvement thereon as set forth in this agreement; and

WHEREAS, City desires to assure that the proposed improvements will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the City, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, Subdivider declares acknowledgement the pertinent regulations contained in the City Code and in the Subdivision Map Act (Government Code Sections 66410 to 66500) and agrees to comply therewith; and

WHEREAS, a Final Map of the subdivision, prepared in accordance with the City's Subdivision Ordinance, has been filed by Subdivider with City for approval by the City Council;

NOW THEREFORE, in consideration of the approval and acceptance of the Final Map by the City Council and the acceptance of easements therein offered for dedication for street, utility, and other public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. **General requirements:**

Subdivider shall, at its own cost and expense, provide all required tests, design work, equipment, materials and labor in order to complete all of the improvements as associated with the requirements per the approved project or to the satisfaction of the City Engineer of the City of Fontana. All required improvements have an estimated cost of construction totaling One hundred fifty-five thousand eight hundred sixty-seven dollars (\$ 155,867) as shown on Exhibit "A". Improvements are shown on approved plans on file with City Engineer.

The estimated cost of construction set forth in Exhibit "A" is for estimation purposes only, and for calculation of the amount of securities

required pursuant to the provisions of section (2), below. Subdivider's obligation to complete the improvements, or any portion of them, is not limited in any way by the estimated cost of construction, and the obligation of Subdivider's surety in connection with the securities required pursuant to the provisions of section (2), below.

2. **Security:**

Subdivider shall, at all times, guarantee its performance of this agreement by furnishing to City and maintaining good and sufficient security as required by the State Subdivision Map Act on forms approved by City for the purposes and in the amounts as follows:

- a. To ensure a faithful performance of this agreement in regard to the improvements in the amount of 100% of the estimated cost of construction of the improvements; and
- b. To secure payment to any contractor, sub-contractor, persons renting equipment or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 100% of the estimated cost of construction of the improvements; and
- c. To guarantee or warranty the work done pursuant to this agreement for a period of one (1) year following acceptance thereof by City Council of the City of Fontana against any defective work or labor done or defective materials furnished in the amount of 20% of the estimated cost of construction of the improvements; and
- d. To warranty the setting of required subdivision monuments within one-year following recordation of the Final Map in the amount of 100% of the estimated cost of setting subdivision monuments as shown in Exhibit "A".
- e. To guarantee the landscape maintenance of all landscape improvements for a period of one year (1) year following acceptance of thereof by the City.

The securities required by this agreement shall be kept on file with the City Clerk. The terms of the security documents required by this agreement are hereby incorporated in this agreement by reference and copies attached hereto.

The security, which guarantees performance, can be released upon acceptance of the improvements by the City Council. The security which guarantees payment to contractor, sub-contractors and to persons furnishing labor, materials or equipment will be released 6 months after acceptance of the improvements by the

City Council, less the total of all claims to which the City has been given proper notice.

Securities may be released upon the final completion and acceptance of the work subject to the provisions herein. The City Council, in its absolute discretion, may release a portion of the security given for faithful performance of the improvement work as the improvement progresses upon application thereof by the Subdivider.

3. **Time of Completion:**

All of the required improvements shall be completed within 24 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Subdivider shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay.

In addition to the extension for the reasons referenced in the foregoing paragraph, Subdivider may submit a written request, Exhibit "B", for a discretionary extension of the time for completion of the improvements to the City Engineer. The City Engineer may grant or reject such extension, in whole or in part or with conditions, in his sole discretion. If an extension of time is granted it shall in no way affect the validity of this contract or release the surety on the securities referenced herein.

In the event that Subdivider fails to complete the improvements within the required period or any approved extension, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Subdivider, or his surety as herein provided. If City pursues completion of the improvement work, it may require Subdivider, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of the improvements.

Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not commence running until Subdivider, or Subdivider's surety pursuant to Section 2 of this Agreement, has provided the City Engineer with written notice of Subdivider's intent to abandon or otherwise not complete the improvements.

4. **Effective Date of Agreement:**

This Agreement shall not become effective unless and until the Subdivision Map has been approved by the City Council of the City of Fontana and also accepted

the Final Map for recordation by the County Recorder of the County of San Bernardino.

5. **Utility Deposits - Statements:**

Prior to the commencement of any work to be performed within the area delineated on the Final Map, the Subdivider **must file** a written statement with the City Clerk and the City Engineer, signed by the Subdivider, and each public utility involved, to the effect that Subdivider has made all deposits legally required by such public utility for the connection/extension of any and all public serving utilities to be provided to or within the subdivision.

6. **Permits - Compliance with Law:**

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses, pay all charges, fees and taxes, and give all necessary and incidental notices to the due and lawful prosecution of the work.

7. **Definition and Ownership of Improvements:**

The term "improvements" means: grading, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail upon plans, profiles and specifications which have been prepared or are now in final preparation by engineers acting for Subdivider subject to approval by the City Engineer of the City of Fontana. No work on the improvements shall be commenced until plans and/or profiles therefore have been submitted to, approved and permitted by the City Engineer. All required public improvements constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City, without payment therefore, upon acceptance of the improvements by the City Council.

8. **Obligations of Subdivider:**

Notwithstanding the fact that Subdivider's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval by the City thereof shall in no way relieve Subdivider of satisfactorily performing all work on the related obligations hereunder. The construction shall be done strictly in accordance with the plans and specifications prepared by Subdivider or its engineer, and as approved by the City as being consistent with the City Code and Standards. Subdivider warrants that its plans and specifications conform as a minimum to all City codes and standards and that they are adequate to accomplish the work in a good workmanlike manner and in accordance with responsible construction practices.

9. **Superintendence by Subdivider:**

Subdivider shall personally supervise all work involved in the improvements, or shall designate a competent foreman or superintendent, satisfactory to the City Engineer, to supervise the work at all times during progress, with authority to act for Subdivider. In the event satisfactory superintendence is not being exercised by the Subdivider, the City Engineer may order suspension of all work within the subdivision until the deficiency is adequately corrected.

10. **Repair and Replacements:**

Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, or pay to the owner the entire cost of replacement or repairs, for all survey monuments or for any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or by the City or by any public or private corporation, or by any person whomsoever or by combination of such owners. Any such repair or replacement shall be completed in a reasonable manner and subject to the approval of the City Engineer and affected property owner.

11. **Inspection by City:**

Subdivider shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops where the work is in preparation. The cost of inspections shall be paid by the Subdivider.

12. **Approval by City Engineer.**

All required improvements shall be constructed under the inspection of and subject to approval of the City Engineer. Therefore, it is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work to be performed under this contract if such work does not conform to the plans and specifications set forth herein or the City's Codes and standards. Any damage to the improvements (existing or new) that occurs during the course of work performed under this Agreement shall be repaired or replaced, by the Subdivider, to the satisfaction of the City Engineer before the final acceptance of completed work and release of security.

13. **Liability for Performance Injury or Damage:**

Neither the City nor any of its officers or agents shall be liable to Subdivider or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract. Additionally, the City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any

cause whatsoever in, on, or about the subdivision of said land covered by this Agreement, or any part thereof.

14. **Indemnification and Release:**

Prior to the commencement of any work pursuant to this contract, Subdivider's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company (which meets with the approval of City) insuring City, its officers, agents, and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending and claim arising as a result thereof. Minimum liability and property damage insurance shall not be less than \$250,000 for all damages arising out of bodily injury to a death of one person and not less than \$1,000,000 for all damages arising out of bodily injuries to or death of more than one person in any occurrence; and not less than \$250,000 for all damages and/or destruction of property in any one occurrence and not less than \$500,000 for all damages and/or destruction of property during the policy period. Such policy shall be in favor of Subdivider or its contractors and of the City, its officers, agents, and employees and shall be maintained in full force and effect during the life of this contract. The policy shall state by its terms and by an endorsement that it shall not be cancelled until City shall have had at least ninety (90) days' notice in writing of such cancellation.

The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or non-performance of any of or all work to be done in and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees, and sub-contractors, while engaged in the performance of the work.

15. **Liability of Subdivider:**

The Subdivider agrees that the use for any purpose and by any person of any and all of the streets, easements and improvements herein specified shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein; provided that acceptance by the City shall in no way eliminate or lessen any of Subdivider's obligations or undertakings contained in this Agreement. The issuance of any occupancy permits (if granted) by the City for buildings located within the subdivision shall not be construed in any manner to constitute an

acceptance and approval of any or all of the required improvements in said subdivision.

16. **Relationship of Contractors:**

It is hereby mutually covenanted and agreed by the parties hereto that Subdivider's contractors are not agents of the City, if any, are those of independent contractors.

17. **Repair or Reconstruction of Defective Work:**

If, within a period of up to one year after City Council acceptance of the improvement work performed under this Agreement, any of the improvements for work done under this Agreement fails to fulfill any of the requirements of this Agreement, or the specifications referred to herein, Subdivider shall without delay and without any cost to the City (upon receipt of written notice from the City), repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its own option, make the necessary repairs or replacements or perform the necessary work and offset that amount against any security pledged by Subdivider for faithful performance, labor and materials, or warranty obligations under this agreement.

18. **Warranty:**

Without limiting the foregoing, Subdivider warrants and guarantees: materials used and workmanship performed on said work for a period of one (1) year after completion and acceptance thereof by the City, and the setting of all required Final Map monuments.

19. **Assignment:**

This agreement shall not be assignable by Subdivider without written consent of City.

IN WITNESS WHEREOF, three (3) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Subdivider herein named on the 29th day of July, 2020 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

SUBDIVIDER

Olive Communities LLC

By: [Signature] 7-29-2020

By: _____

(Attached Notary Acknowledgement)

CITY OF FONTANA

By: [Signature]
CITY MANAGER

Attest: [Signature] Deputy City Clerk
CITY CLERK

APPROVED AS TO CONTENT:

By: [Signature]
CITY ENGINEER

- Attachments: (1) Exhibit "A" – Cost Estimate
(2) Exhibit "B" – Time Extension
(3) Securities

APPROVED

CITY OF FONTANA
ENGINEERING DEPARTMENT
COST ESTIMATE **EXHIBIT "A"**

DATE: 4/07/20

PROJECT NAME Banana 28 Units
TRACT MAP NO. TR 18135
PARCEL MAP NO. _____

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP		L.F.	90.00	
* 24" RCP		L.F.	110.00	
* 30" RCP		L.F.	200.00	
* 36" RCP		L.F.	220.00	
* 42" RCP		L.F.	240.00	
* 48" RCP		L.F.	260.00	
* 54" RCP		L.F.	280.00	
* 60" RCP		L.F.	300.00	
* 66" RCP		L.F.	320.00	
* 78" RCP		L.F.	340.00	
* 24" CMP		L.F.	90.00	
* 60" CMP		L.F.	320.00	
CATCH BASIN/CURB INLET:				
W=7		EA	4,000.00	
W=10		EA	4,500.00	
W=14		EA	6,000.00	
W=21		EA	11,000.00	
W=28		EA	14,000.00	
JUNCTION STRUCTURE		EA	3,200.00	
TRAFFIC TYPE JUNCTION STRUCTURE		EA	2,800.00	
DISCHARGE STRUCTURE		EA	2,800.00	
MANHOLES		EA	2,500.00	
LOCAL DEPRESSION		EA	1,250.00	
GRATE INLET STRUCTURE		EA	2,100.00	
		EA		
		EA		
		EA		

STORM DRAIN IMPROVEMENT SUBTOTAL

* REINFORCE CONCRETE PIPE

SANITARY SEWER IMPROVEMENTS

MANHOLES 60" DIAMETER		EA	4,500.00	
MANHOLES 48" DIAMETER	2	EA	4,000.00	\$8000
DROP MAN HOLES		EA	4,500.00	
WYES		EA	100.00	
CLEANOUTS	1	EA	600.00	\$ 600
REMODELING OF EXISTING MANHOLE		EA	950.00	
** 4" VCP		L.F.	50.00	
** 6" VCP		L.F.	60.00	
** 8" VCP	424	L.F.	70.00	\$29680
** 10" VCP		L.F.	80.00	
** 12" VCP		L.F.	90.00	
** 15" VCP		L.F.	100.00	
Concrete Encasement	233	L.F.	35.00	\$8155
		L.F.		

SANITARY SEWER IMPROVEMENT SUBTOTAL

\$46,435

** VITRIFIED CLAY PIPE

Revised 12/1/2016 - GM/RG

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER	_____	L.S.	50K	_____
TWO CORNERS	_____	L.S.	100K	_____
TRAFFIC SIGNAL NEW	_____	L.S.	250K	_____
PAINT TRAFFIC STRIPE (1 COAT)	_____	L.F.	2.40	_____
PAINT TRAFFIC STRIPE (2 COATS)	_____	L.F.	.65	_____
PEDESTRIAN CROSSWALK STRIPING	_____	L.F.	.65	_____
PAVEMENT MARKER (NON REFLECTIVE)	_____	EA	2.50	_____
PAVEMENT MARKER (REFLECTIVE)	_____	EA	4.00	_____
REFLECTORS AND POSTS	_____	EA	100.00	_____
STREET SIGNS	_____	EA	250.00	_____
_____	_____	EA	_____	_____
_____	_____	EA	_____	_____
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL				_____

CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

AREA LANDSCAPED	_____	S.F.	\$12.00	_____
CENTER MEDIAN	_____	S.F.	\$12.00	_____
LANDSCAPING IMPROVEMENTS SUBTOTAL				_____

SUBTOTALS:

STREET IMPROVEMENT SUBTOTAL.....	\$66,422
STORM DRAIN IMPROVEMENTS SUBTOTAL.....	
SANITARY SEWER IMPROVEMENTS SUBTOTAL.....	\$46,435
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL.....	
IMPROVEMENT SUBTOTAL =====	\$112,857

(*USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*)

CFD LANDSCAPE IMPROVEMENTS	
SUBDIVISION MONUMENT GUARANTEE \$1,200 + \$50/LOT ...	\$ 2600
STREET LIGHTS _____ @ \$5,000	
CUCAMONGA COUNTY WATER DISTRICT FACILITIES.....	
IMPROVEMENT SUBTOTAL....	\$115,457
ADD 35%.....	\$40,410
BONDING TOTAL.....	\$155,867

APPROVED

05/04/2020

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMP. DWG. NO.	5919
STREET LIGHT DWG. NO.	
SEWER IMP. DWG. NO.	5920
STORM DRAIN IMP. DWG. NO.	
TRAFFIC SIGNAL DWG. NO.	
SIGNING & STRIPING DWG. NO.	

THE TERM OF THIS BOND IS TWO (2) YEARS.
EXECUTED IN TRIPLICATE

Bond No. 4438982
Premium \$ 3,617.00

**SECURITY BOND FOR FAITHFUL PERFORMANCE OF
SUBDIVISION AGREEMENT**

Tract Map No.: 18135

WHEREAS, the City Council of the City of Fontana, State of California, and, OLIVE COMMUNITIES, LLC ("Principal") have entered into an agreement dated 07/19/20 (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and complete certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure faithful performance of the terms of the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held and firmly bound unto the City of Fontana in the sum of One Hundred Fifty Five Thousand Eight Hundred Sixty Seven and 00/100 (\$ 155,867.00), to assure faithful performance of all terms and conditions of the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto, are fully and well met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana in the time and manner specified in the Agreement. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City of Fontana in successfully enforcing such obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes as deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 21ST day of JULY, 2020.

PRINCIPAL
OLIVE COMMUNITIES, LLC

BY: 
AHMAD AWAD, MANAGING MEMBER

(NOTARIZATION AND SEAL)

SURETY
SURETEC INSURANCE COMPANY

BY: 
MARK D. IATAROLA, ATTORNEY-IN-FACT

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary
Acknowledgement and
Power of Attorney.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 San Bernardino }

On July 22, 2020 before me, Sonia Garibay, Notary Public
(Here insert name and title of the officer)

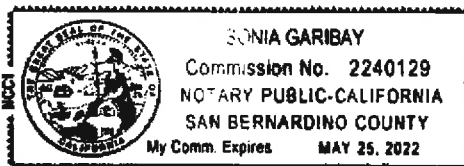
personally appeared Amrhad Awad
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Sonia Garibay
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Security Bond for Faithful

(Title or description of attached document)

Performance of Subdivision Agreement

(Title or description of attached document continued)

Number of Pages 4 Document Date 7/19/20

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☒ Corporate Officer

Member
(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of SAN DIEGO

On 7/21/2020

Date

before me,

SANDRA FIGUEROA, NOTARY PUBLIC

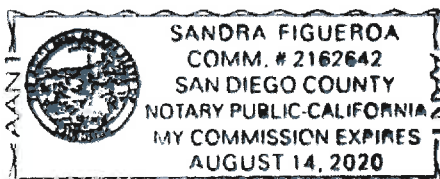
Here Insert Name and Title of the Officer

personally appeared

MARK D. IATAROLA

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.

Place Notary Seal and/or Stamp Above

Signature

[Handwritten Signature]

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Helen Maloney, Mark D. Iatarola, John G. Maloney, Sandra Figueroa, Jessica Schmal

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 4th day of April, A.D. 2019.

SURETEC INSURANCE COMPANY

By:

John Knox Jr., CEO

State of Texas
County of Harris

ss:



On this 4th day of April, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 21ST day of JULY, 2020, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

THE TERM OF THIS BOND IS TWO (2) YEARS.
EXECUTED IN TRIPLICATE

Bond No. 4438982
Premium \$ Included in Performance Bond

**SECURITY BOND FOR LABOR AND MATERIALS OF
SUBDIVISION AGREEMENT**

Tract Map No.: 18135

WHEREAS, the City Council of the City of Fontana, State of California, and OLIVE COMMUNITIES, LLC ("Principal") have entered into an agreement dated 07/19/20, (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and completed certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure the claims allowed in California Civil Code Sections 3082 et seq.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Fontana and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the above referenced sections of the Code of Civil Procedure in the sum of One Hundred Fifty Five Thousand Eight Hundred Sixty Seven and 00/100 (\$ 155,867.00) materials furnished or labor performed of any kind under the Agreement, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the sum in an amount not exceeding this amount herein set forth above, and in the event legal action is brought upon this bond, the surety will pay, in addition to the face amount of this bond, such costs and reasonable expenses and fees, including reasonable attorney's fees, incurred in successfully enforcing this obligation, as may be awarded and fixed by a court of competent jurisdiction in any judgement entered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of all persons, companies, and corporations entitled to file claims pursuant to Section 3082 et sec. of the California Civil Code.

This bond shall be and remain in full force and effect until all terms and conditions of the Agreement are fully met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

The surety hereby stipulates and agrees that no change, extension of time, alteration to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 21ST day of JULY, 2020.


PRINCIPAL

OLIVE COMMUNITIES, LLC

BY: 
AHMAD AWAD, MANAGING MEMBER
(NOTARIZATION AND SEAL)

SURETY

SURETEC INSURANCE COMPANY

BY: 
MARK D. IATAROLA, ATTORNEY-IN-FACT
(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary
Acknowledgement and
Power of Attorney

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 San Bernardino }

On July 22, 2020 before me, Sonia Garibay, Notary Public
(Here insert name and title of the officer)

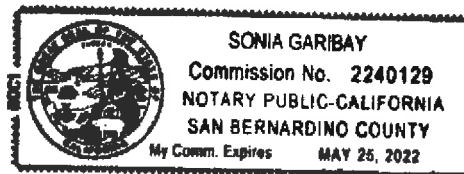
personally appeared Ahmad Awad,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Sonia Garibay
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Security Bond for Labor and
(Title or description of attached document)

Materials of Subdivision Agreement
(Title or description of attached document continued)

Number of Pages 4 Document Date 07/19/20

CAPACITY CLAIMED BY THE SIGNER

☒ Individual (s)

☒ Corporate Officer

Member
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

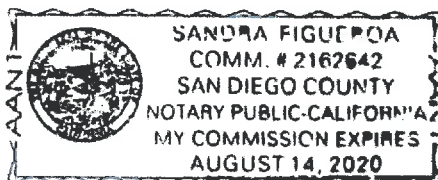
State of California

County of SAN DIEGO

On 7/21/2020 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
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.

Place Notary Seal and/or Stamp Above

Signature

[Handwritten Signature]

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____

Signer is Representing: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Helen Maloney, Mark D. Iatarola, John G. Maloney, Sandra Figueroa, Jessica Schmal

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 4th day of April, A.D. 2019.

SURETEC INSURANCE COMPANY

By:

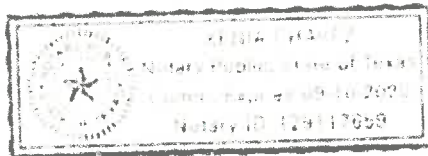
John Knox Jr., CEO

State of Texas
County of Harris

ss:



On this 4th day of April, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 21ST day of JULY, 2020, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

THE TERM OF THIS BOND IS TWO (2) YEARS.
EXECUTED IN TRIPLICATE

Bond No. 4438982
Premium \$ Included in Performance Bond

SUBDIVISION WARRANTY OBLIGATION BOND

Tract Map No.: 18135

WHEREAS, The City Council of the City of Fontana, State of California, and, OLIVE COMMUNITIES, LLC ("Principal") have entered into an agreement dated 07/19/20 (the "Agreement") which is incorporated herein by referenced, in which Principal has agreed to warrant and guarantee the installation and maintenance of certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before acceptance of improvements by the City of Fontana a good and sufficient payment bond with the City of Fontana to secure the performance of its warranty and guarantee obligation under the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Fontana in the sum of Thirty One Thousand One Hundred Seventy Three and 40/100 (\$ 31,173.40) to secure the warranty and guarantee of Principal against any defective work or labor or material furnished in connection with the installation and maintenance of the public improvements required by the Agreement.


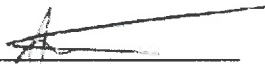
This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all warranty or guarantee time periods required under the Agreement following performance of all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto have expired as to the Principal, his or its heirs, executors, administrators, successors or assigns. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As a part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees incurred by the City of Fontana in successfully enforcing this obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.


The surety hereby stipulates and agrees that no change, extension or time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 21ST day of JULY, 2020.

PRINCIPAL
OLIVE COMMUNITIES, LLC

BY:  
AHMAD AWAD, MANAGING MEMBER
(NOTARIZATION AND SEAL)

SURETY
SURETEC INSURANCE COMPANY

BY: 
MARK D. IATAROLA, ATTORNEY-IN-FACT
(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary
Acknowledgement and
Power of Attorney

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State of California }

County of San Bernardino }

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(Here insert name and title of the officer)

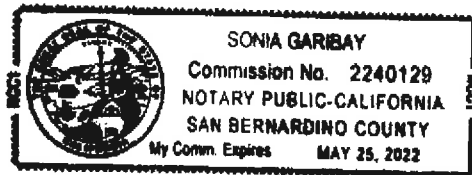
personally appeared Ahmad Awad,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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WITNESS my hand and official seal.

Sonia Garibay
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Subdivision Warranty
(Title or description of attached document)

Obligation Bond
(Title or description of attached document continued)

Number of Pages 4 Document Date 07/19/20

CAPACITY CLAIMED BY THE SIGNER

☒ Individual (s)

☒ Corporate Officer

Member
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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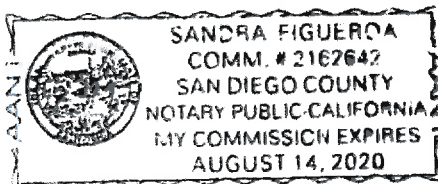
State of California

County of SAN DIEGO

On 7/21/2020 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
 Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
 Signer is Representing: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Helen Maloney, Mark D. Iatarola, John G. Maloney, Sandra Figueroa, Jessica Schmal

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 4th day of April, A.D. 2019.

SURETEC INSURANCE COMPANY

By:

John Knox Jr., CEO

State of Texas
County of Harris

SS:



On this 4th day of April, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 21ST day of JULY, 2020, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2406

Agenda #: E.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Finance

SUBJECT:

Business License Compliance Program

RECOMMENDATION:

Authorize the one-time waiver of penalties for businesses or individuals who are brought into compliance with City Code Chapter 15-36 through the Business License Compliance Program.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Operate in a businesslike manner by improving services through the effective use of technology.
- Operate in a businesslike manner by correcting problems immediately.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.

DISCUSSION:

Per Section 15-36 of the Fontana City Code, all businesses, trades, professions, callings and occupations who transact and carry on any business, trade, profession, calling or occupation in the city is required to first obtain a license from the City to do so. In April of 2023, the City of Fontana contracted with HDL Business Services to assist the City with its Business License Compliance program. The City has issued on average over 8,400 business licenses annually since 2017-18 that generate over \$7 million in revenue for the City's general fund. Through the Business License Compliance Program, HDL has forecasted that the City would realize an increase of over \$660,000 in on-going business license tax revenue as a result of increased compliance through this program. To date, the first round of approximately 500 non-compliance notices have been sent to the property owners of non-residential real property rentals and over \$1.0 million in current and prior year business license fee and penalty revenue has been received.

Per section 15-45 of the Code, failure to pay a license tax under this article when due shall result in a penalty of 20 percent of such license tax on 31st day after the business commenced to operate for the first time and an additional 20 percent on the first day of each month thereafter, provided that the amount of such penalty to be added shall in no event exceed 100 percent of the amount of the license tax due. Section 15-39(h) allows for a waiver of fees only for applications that are not more than 30 days past due.

The Business License Compliance Program is outlined below:

- The City has partnered with HdL for business license software since 2004. The software is used to process all business license applications.
- The Business License Compliance Program is administered by HdL. HdL takes the data in the business license software and compares it to sales tax data to ensure that every business that is reporting sales tax is also licensed. Additionally, HdL conducts field surveys.
- Once non-compliant businesses are identified, HdL communicates required compliance information and outreach services to the business which includes a business license application.
- The non-compliant business applicant completes the application and returns it to HdL.
- HdL reviews the application and applies the required annual business license fee and associated penalties per the City code based upon the information provided by the non-compliant business and invoices the business accordingly.
- In the event the non-compliant business has been conducting business within the City for more than three years without a license, they will only be invoiced for a maximum of three years plus the current year.
- HdL also provides a business support center via phone or online where business owners can get answers to questions that arise; provides document submission/processing, invoicing, and data entry into the business license software.

Since the implementation of the program, numerous businesses have been successfully brought into compliance, and for others, compliance has presented a significant hardship. Due to some businesses owing multiple years' worth of fees, with the associated penalties equally 100% of the fee, these businesses have requested the waiver of the penalties. As the goal of this program is compliance and due to the fact that the Finance Department does not have any legal authority to waive any penalties with the exception of that as cited above, staff is requesting the formal approval of the Business License Compliance Program that would be retroactive covering all associated notices/invoices that have already been sent, and to continue to the process as outlined above and including the following parameters:

- Invoicing of no more than three years plus the current year which reflects the total amount due including all associated penalties
- Adding the authority allowing the Finance Department to waive all penalties for invoices associated with and identified through the Business License Compliance Program if payment is made within 30 days from the date of the invoice
- Authorize the reimbursement of the penalty payments already collected if payment had been made within 30 days
- Authorizing the Finance Department to negotiate payment plans to assist businesses if requested

FISCAL IMPACT:

Based upon the program estimate, if all taxes and fees including penalties are received revenue would exceed \$1.3 million. The impact of the waiver of penalties would be approximately 50% of the \$1.3 million or a \$650,000 decrease in one-time revenue to the general fund. As the program is now estimated to exceed initial estimates, the total required budget for the associated HdL contract

expense is not included in the 2023-24 Adopted Budget. A requested increase in appropriations will be included in the First Quarter Budget Report.

MOTION:

To approve staff recommendation



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2409

Agenda #: F.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Acceptance of Final Map for Parcel Map No. 20585 and Abandonment of a Certain Portion of Right of Way of Banana Avenue

RECOMMENDATION:

Accept Parcel Map No. 20585 located at the northeast corner of Banana Avenue and Durian Avenue; accept as public dedicated streets and easements; and authorize the Mayor and City Clerk to certify the abandonment of a certain portion of right of way of Banana Avenue.

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:

On December 20th, 2022, the City of Fontana Planning Commission approved Tentative Parcel Map No. 20585 (TPM No. 22-011) and Design Review No. 20-030 to consolidate five parcels into one parcel of approximately 4.4 acres for the development of a new industrial commerce center of approximately 97,474 square feet. The subdivider, MBK Industrial Properties LLC, has complied with the Conditions of Approval and dedicated the required streets and easements as a part of the project. The Parcel Map No. 20585 has been reviewed by the City Engineer and found to be substantially correct.

As a part of this Parcel Map, portions of excess road right-of-way within the easterly four feet of Banana Avenue are no longer needed and will be abandoned. Pursuant to Section 66434(g) of the California Government Code and Section 66499.20.2 of the Subdivision Map Act, the City Clerk must certify the abandonment of those certain portions of street right-of-way. The filing of this Parcel Map shall constitute an abandonment of those portions of the easements granted to the City of Fontana for street and public utility purposes. In accordance with the Subdivision Map Act, the Parcel Map is now being brought to the City Council for final approval.

FISCAL IMPACT:

This action will only approve the Parcel Map for recordation and authorize permits for the construction of the development, therefore there is no fiscal impact to City resources at this time.

MOTION:

Approve staff recommendation.

GROSS AREA: 5.411 ACRES
NET AREA: 4.429 ACRES
NUMBERED PARCELS: 1
DATE OF SURVEY: MARCH, 2022

PARCEL MAP NO. 20585

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 4435, PER
MAP RECORDED IN BOOK 41, PAGE 59 OF PARCEL MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY; TOGETHER WITH PARCEL 2 OF PARCEL MAP
NO. 714, AS PER MAP RECORDED IN BOOK 7, PAGE 83 OF PARCEL MAPS, IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUITT-ZOLIARS

DAVID W. MACKEY, P.L.S. 8912

OWNER'S STATEMENT

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE
INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP, WITHIN
THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF
THIS PARCEL MAP. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY
OF FONTANA AS AN EASEMENT FOR PUBLIC PURPOSE: DURIAN AVENUE AND BANANA
AVENUE FOR PUBLIC STREET AND UTILITY PURPOSES AS SHOWN HEREON.

DURIAN FONTANA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature]
PRINT NAME: EDWARD STONE
PRINT TITLE: EVP

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCES AT THE REQUEST OF DURIAN FONTANA IN NOVEMBER, 2020. I HEREBY
STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS
INDICATED OR WILL BE SET WITHIN ONE YEAR OF MAP RECORDATION, AND THAT SAID
MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE
THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY
APPROVED TENTATIVE MAP, IF ANY.

DATED: JUNE 8, 2023

[Signature]
DAVID W. MACKEY, P.L.S. 8912



CITY ENGINEER'S CERTIFICATE

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN
IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE PARCEL MAP AND
ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION
MAP ACT AND LOCAL ORDINANCES OF THE CITY OF FONTANA HAVE BEEN COMPLIED
WITH.

DATED THIS 12 DAY OF July, 2023.

[Signature]
GIA LAM KIM, CITY ENGINEER
R.C.E. 62296
CITY OF FONTANA

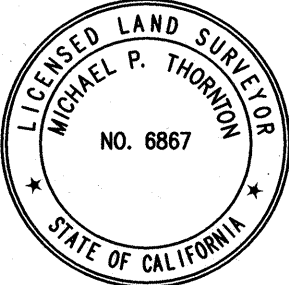


CITY LAND SURVEYOR'S CERTIFICATE

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 20585,
CONSISTING OF 4 SHEETS; AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY
CORRECT.

DATED JUN 10, 2023.

[Signature]
MICHAEL P. THORNTON, CITY LAND SURVEYOR
P.L.S. 6867
CITY OF FONTANA



CITY CLERK'S CERTIFICATE

AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF
CALIFORNIA, HELD ON THE DAY OF , 2023. SAID CITY COUNCIL
APPROVED ON BEHALF OF THE CITY OF FONTANA THE ANNEXED MAP OF PARCEL MAP
NO. 20585 AND ACCEPTED THE FOREGOING DEDICATIONS IN ACCORDANCE WITH CITY OF
FONTANA STANDARDS AND HEREBY CERTIFIES THE ABANDONMENT AS DESCRIBED IN THE
ABANDONMENT NOTE HEREON.

GERMAINE KEY
CITY CLERK, CITY OF FONTANA

ATTEST

GERMAINE KEY
CITY CLERK, CITY OF FONTANA

ACQUANETTA WARREN
MAYOR, CITY OF FONTANA

BOARD OF SUPERVISORS CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF HAS BEEN EXECUTED
AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES (STATE, COUNTY,
MUNICIPAL OR LOCAL) AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT
THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST
SAID PROPERTY, BUT NOT YET PAYABLE; AND THAT THE SUBDIVIDER HAS FILED WITH ME
A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID
TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATED: _____

LYNNA MONELL, CLERK OF THE BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY

BY: _____ DEPUTY

AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE OFFICE, AS OF THIS
DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP
FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS
COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE,
ESTIMATED TO BE \$ _____

DATED: _____

ENSEN MASON
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

BY: _____ DEPUTY

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NO. _____
THIS DAY OF _____, 2023, AT _____
IN BOOK _____ OF PARCEL MAPS AT PAGES _____
AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY
IN THE AMOUNT OF \$ _____

CHRIS WILHITE
ASSESSOR-RECORDER
SAN BERNARDINO COUNTY
BY _____ DEPUTY RECORDER

NOTARY ACKNOWLEDGMENTS

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

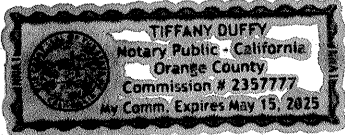
ON June 14, 2023 BEFORE ME, Tiffany Duffy
NOTARY PUBLIC, PERSONALLY APPEARED Edward Stone

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

SIGNATURE [Signature] MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY
PRINT NAME Tiffany Duffy MY COMMISSION NO. 235777
MY COMMISSION EXPIRES May 15, 2025



ABANDONMENT NOTE

PURSUANT TO SECTION 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND
RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

A PORTION OF THE EASTERLY 44.00 FEET OF THE EASEMENT FOR HIGHWAY AND ROAD
PURPOSES (OVER A PORTION OF BANANA AVENUE) WHICH WAS ACQUIRED BY THE COUNTY
OF SAN BERNARDINO BY GRANT OF EASEMENT RECORDED DECEMBER 28, 1971, IN BOOK
7823, PAGE 839, OFFICIAL RECORDS, AND ON PARCEL MAP NO. 4435, P.M.B. 41/59.

GROSS AREA: 5.411 ACRES
NET AREA: 4.429 ACRES
NUMBERED PARCELS: 1
DATE OF SURVEY: MARCH, 2022

PARCEL MAP NO. 20585

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 4435, PER
MAP RECORDED IN BOOK 41, PAGE 59 OF PARCEL MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY; TOGETHER WITH PARCEL 2 OF PARCEL MAP
NO. 714, AS PER MAP RECORDED IN BOOK 7, PAGE 83 OF PARCEL MAPS, IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUITT-ZOLIARS

MARCH, 2022

SIGNATURE OMISSIONS

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF
SECTION 66436 (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST
IS SUCH THAT IT CAN NOT RIPEN INTO A FEE TITLE.

1. THE COUNTY OF SAN BERNARDINO, HOLDER FOR AN EASEMENT FOR
HIGHWAY AND ROAD PURPOSES RECORDED DECEMBER 28, 1971, IN BOOK
7823, PAGE 839, OFFICIAL RECORDS AND AS SET FORTH ON PARCEL MAP
NO. 4435, P.M.B. 41/59.

EXISTING EASEMENTS

- 1 EASEMENT FOR HIGHWAY AND ROAD PURPOSES IN FAVOR OF THE COUNTY OF
SAN BERNARDINO, RECORDED DECEMBER 28, 1971, IN BOOK 7823, PAGE 839,
OFFICIAL RECORDS (PORTION OF EASEMENT IS ABANDONED HEREON).
- 2 OFFER OF DEDICATION TO THE COUNTY OF SAN BERNARDINO FOR BANANA
AVENUE AND DURIAN AVENUE AS SET FORTH ON PARCEL MAP NO. 4435
RECORDED IN BOOK 41, PAGE 59, OF PARCEL MAPS (PORTION OF EASEMENT IS
ABANDONED HEREON).

REFERENCES

- R1 MAP SHOWING SUBDIVISION OF LANDS BELONGING
TO THE SEMI-TROPIC LAND AND WATER CO., M.B. 11/12
- R2 PARCEL MAP NO. 934, P.M.B. 8/29
- R3 RECORD OF SURVEY, R.S.B. 79/36
- R4 PARCEL MAP NO. 19868, P.M.B. 251/17-19
- R5 PARCEL MAP NO. 4435, P.M.B. 41/59
- R6 PARCEL MAP NO. 19760, P.M.B. 249/11-13
- R7 PARCEL MAP 20099, P.M.B. 254/52-54
- R8 PARCEL MAP NO. 714, P.M.B. 7/83
- R9 COUNTY SURVEY MAP, C.S. 1876

BASIS OF BEARINGS:

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE
CENTERLINE OF SANTA ANA AVENUE BEING NORTH 89°43'00" EAST ON
RECORD OF SURVEY, R.S.B. 79/36.

MONUMENT NOTES

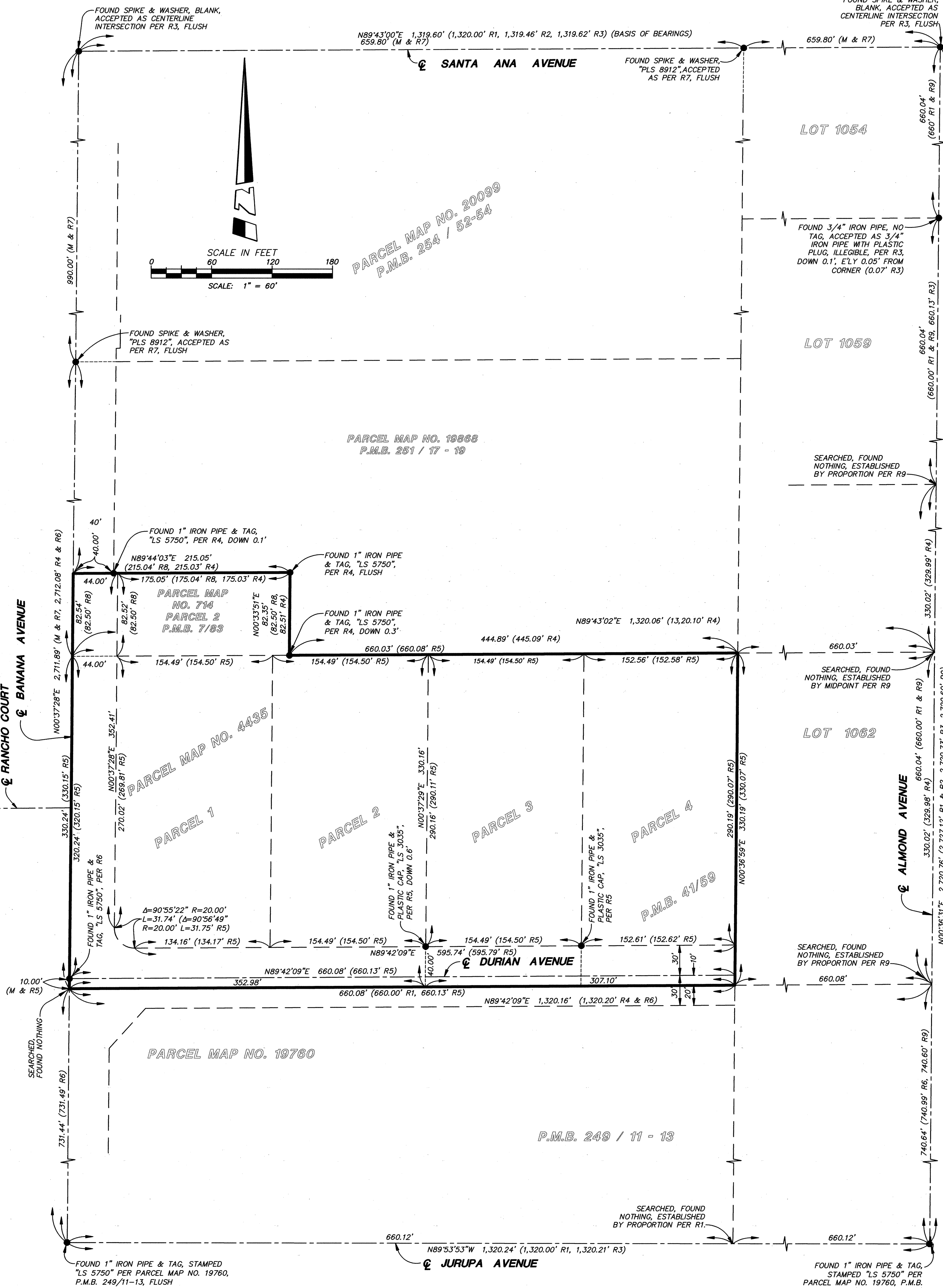
- FOUND MONUMENT AS NOTED
1" IRON PIPE, 18" LONG, & TAG "PLS 8912" OR LEAD,
TACK, AND BRASS TAG, "PLS 8912" TO BE SET
WITHIN 1 YEAR FROM RECORDATION OF THIS MAP

GROSS AREA: 5.411 ACRES
NET AREA: 4.429 ACRES
NUMBERED PARCELS: 1
DATE OF SURVEY: MARCH, 2022

PARCEL MAP NO. 20585
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 4435, PER MAP RECORDED IN BOOK 41, PAGE 59 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; TOGETHER WITH PARCEL 2 OF PARCEL MAP NO. 714, AS PER MAP RECORDED IN BOOK 7, PAGE 83 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUITT-ZOLLARS **DAVID W. MACKEY, P.L.S. 8912**

NOTE: SEE SHEET 4 FOR EASEMENT ABANDONMENT AND DEDICATIONS.



BOUNDARY ESTABLISHMENT MAP

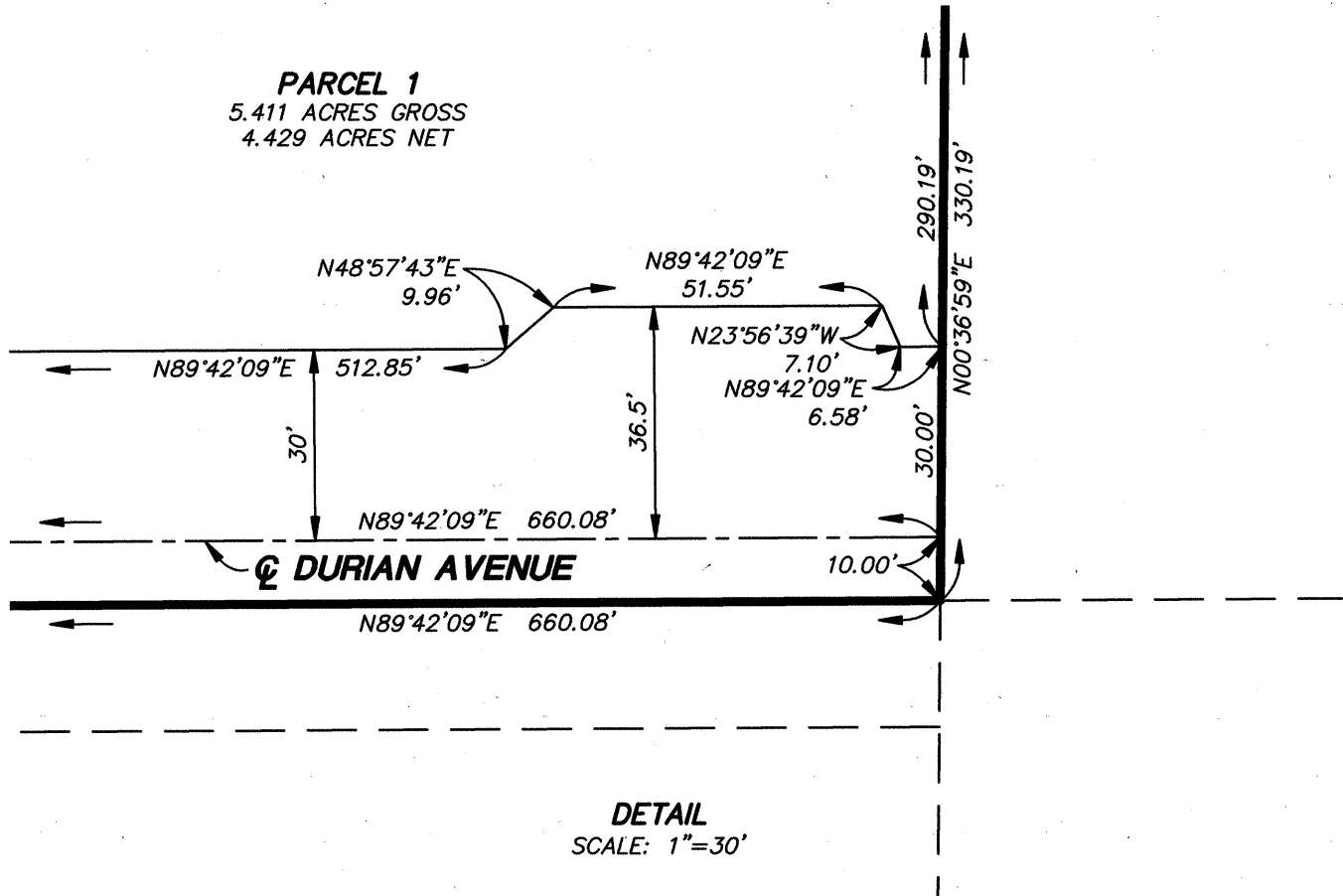
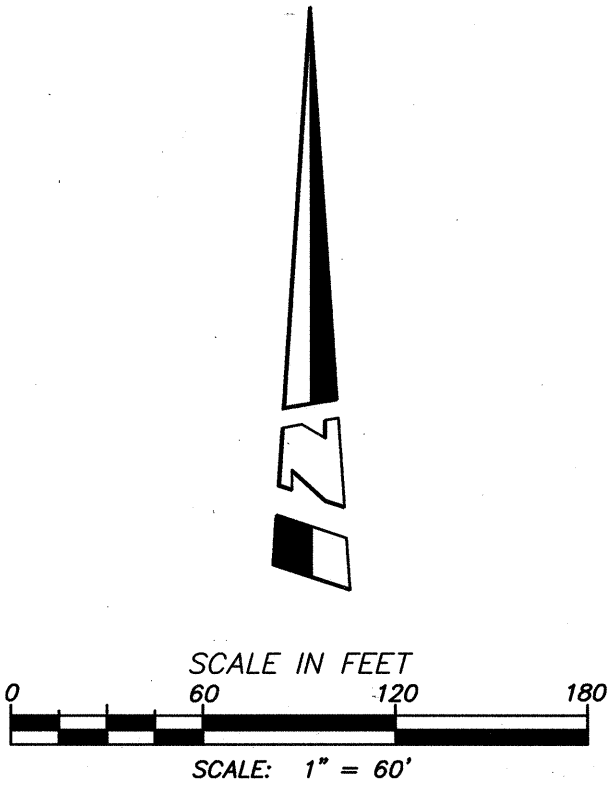
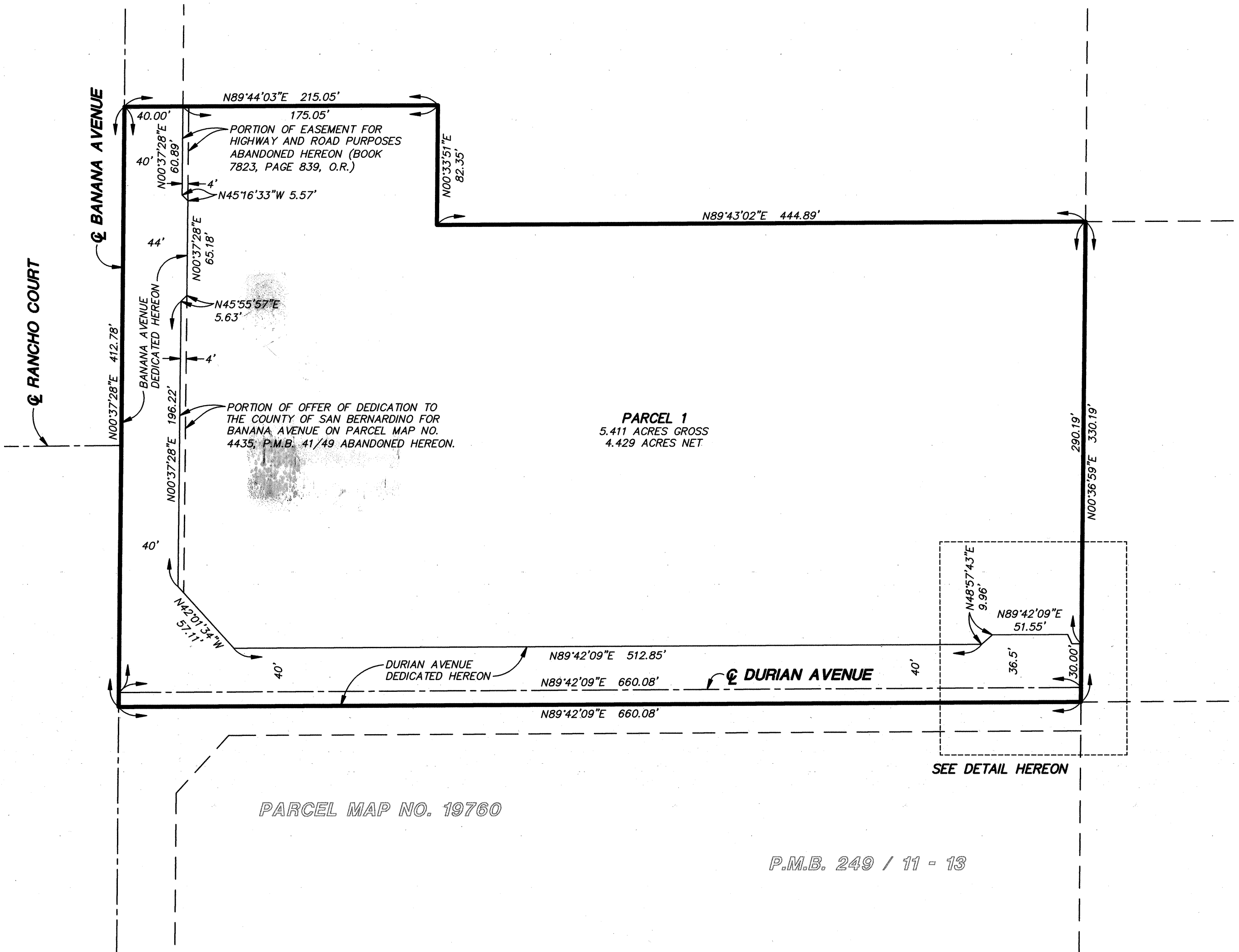
GROSS AREA: 5.411 ACRES
NET AREA: 4.429 ACRES
NUMBERED PARCELS: 1
DATE OF SURVEY: MARCH, 2022

PARCEL MAP NO. 20585

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 4435, PER MAP RECORDED IN BOOK 41, PAGE 59 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; TOGETHER WITH PARCEL 2 OF PARCEL MAP NO. 714, AS PER MAP RECORDED IN BOOK 7, PAGE 83 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUITT-ZOLIARS

DAVID W. MACKEY, P.L.S. 8912



LAND IMPROVEMENT AGREEMENT

<u>PM #20585</u>	<u>ASP #</u>
<u>DR #22-000030</u>	<u>ADDRESS #14122 DURIAN AVE</u>

THIS AGREEMENT made and entered into this ____ day of _____, 20____,
by and between the City of Fontana, hereinafter call City and DURIAN FONTANA LLC.
_____ hereinafter called Applicant.

WITNESSETH:

WHEREAS, it is the intention of the Applicant to improve a certain parcel or parcels of land in the City of Fontana described as 0236-171-81, -82, -83, -84, AND 0236-171-70 and,

WHEREAS, the City Council of the City of Fontana has approved and adopted certain rules and regulations governing the developing of land in the City and the posting of improvements securities guaranteeing the installation of necessary permanent improvements as set forth in Article III of Chapter 25, Article IV of Chapter 26 and Article III of Chapter 27 of the Fontana City Code and,

WHEREAS, the City Code specifically sets forth the requirements for the installations of necessary improvements affecting land development.

NOW, THEREFORE, the City and the Applicant mutually agrees as follows:

The Applicant will construct or cause to be constructed at applicants expense all required permanent improvements on streets abutting his property, all required tests, design work, equipment materials, and labor in order to complete all of the improvements as associated with the requirements per the approved project or to the satisfaction of the City Engineer or as specifically described and shown on approved plans on file with City Engineer and total cost estimate as stated on Exhibit "A", and in accordance with applicable provisions of the Standard Specifications and Standard Details of the City of Fontana in effect on the date of this Agreement.

The work shall be done under the supervision of and to the satisfaction of the City Engineer. The estimated cost of said work and improvement is the sum of Three Hundred Ninety-Five Thousand Dollars (\$ 395,000.00). Surety bond for Faithful Performance in the penal sum of the estimated cost of said work and improvement shall be properly executed in favor of and delivered to the City as part of this Agreement. In lieu of a surety bond the Applicant may deposit money or negotiable securities with the City as provided in Article III of Chapter 25, Article IV of Chapter 26 and Article III of Chapter 27 of the Fontana City Code.

The estimated cost of construction set forth in Exhibit “A” is for estimation purposes only, and for calculation of the amount of securities required pursuant to the provisions of this section.

Applicant's obligation to complete the improvements, or any portion of them, is not limited in any way by the estimated cost of construction, and the obligation of Applicant's surety in connection with the securities required pursuant to the provisions of this section.

All of the required improvements shall be completed within 12 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Applicant shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay

In addition to the extension for the reasons referenced in the foregoing paragraph, Applicant may submit a written request, Exhibit "B", for a discretionary extension of the time for completion of the improvements to the City Engineer. The City Engineer may grant or reject such extension, in whole or in part or with conditions, in his sole discretion. If an extension time is granted it shall in no way affect the validity of this contract or release the surety on the securities referenced herein.

Upon timely completion of the required improvements pursuant to the terms of this Agreement, and prior to final acceptance of the improvements by the City, Applicant shall submit to the City Engineer for review and approval, a digital copy of "record" drawings of all improvement plans in accordance with the latest edition of the City of Fontana Electric File Submittal Requirements. Upon the approval of "record" drawing, the City Engineer shall process the release of the Applicant's performance bond posted pursuant to the Bond Guarantee for Faithful Performance.

In the event that Applicant fails to complete the improvements within the required period or any approved extension, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Applicant, or his surety as herein provided. If City pursues completion of the improvement work, it may require Applicant, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of the improvements.

Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not commence running until Applicant, or Applicant's surety pursuant to this Agreement, has provided the City Engineer with written notice of Applicant's intent to abandon or otherwise not complete the improvements.

Applicant shall defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all liability arising out of or incident to Applicant's performance of this Agreement, including without limitation all reasonable attorney's fees, whether or not resulting from the negligence of Applicant or Applicant's agents. This indemnity shall extend to any claims arising because Applicant has failed to properly secure any necessary easement, land right, contract, and approval, but shall not extend to any claim arising out of the sole negligence of City.

It is further expressly agreed that the Applicant will procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

IN WITNESS WHEREOF, three (3) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Applicant herein named on the _____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

APPLICANT

Signature

Print Name

Company Name

Address

City State Zip Code

CITY OF FONTANA

By: _____
City Engineer

Print Name

Date: _____

Attachments: (1) Exhibit "A" – Cost Estimate
(2) Exhibit "B" – Time Extension
(3) Securities

**CITY OF FONTANA
ENGINEERING**

- ☐ PRELIMINARILY APPROVED
☒ CONSTRUCTION APPROVED
☐ FINAL APPROVED
☐ CORRECTIONS
☐ FOR INFORMATION ONLY



BY Henry Pham DATE 5/22/2023

**CITY OF FONTANA
ENGINEERING DEPARTMENT
COST ESTIMATE **EXHIBIT "A" ****

STAFF USE ONLY
ENGINEERING PC NO.
ELPC22-000073

SHEET 1

DATE: 4/19/2023

DEVELOPER MBK
ENGINEER Huitt-Zollars
PHONE NO. 909-941-7799 X 11450

PROJECT NAME DURIAN FONTANA
TRACT MAP NO. N/A
PARCEL MAP NO. 20585

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER		L.F.	\$17.00	\$0.00
8" CURB & GUTTER	802	L.F.	\$19.00	\$15,238.00
8" THICK CROSS GUTTER	1,100	S.F.	\$11.00	\$12,100.00
4" SIDEWALK	5998	S.F.	\$7.00	\$41,986.00
ACCESS RAMP	1	EA	\$5,000.00	\$5,000.00
DRIVE WAY APPROACHES	1,604	S.F.	\$11.00	\$17,644.00
ASPHALT CONCRETE DIKES		L.F.	\$11.00	\$0.00
FOG SEAL		S.F.	\$0.10	\$0.00
IMPORTED BANKMENT		C.Y.	\$10.00	\$0.00
PREPARATION OF SUBGRADE	13,880	S.F.	\$0.50	\$6,940.00
*A.C.	474	TON	\$150.00	\$71,100.00
*A.C. OVERLAY (1" MIN. THICKNESS)	94	TON	\$150.00	\$14,100.00
**PCC CURB ONLY (MEDIAN)		L.F.	\$16.00	\$0.00
ADJUST SEWER MANHOLE TO GRADE	1	EA	\$500.00	\$500.00
ADJUST SEWER CLEAN OUT TO GRADE		EA	\$300.00	\$0.00
ADJUST WATER VALVES TO GRADE	5	EA	\$250.00	\$1,250.00
BARRICADES (STD 118)		L.F.	\$40.00	\$0.00
2 X 4 REDWOOD HEADER		L.F.	\$5.00	\$0.00
*REMOVAL OF A.C. PAVEMENT	13,696	S.F.	\$0.66	\$9,039.36
**REMOVAL OF P.C.C. CURB	925	L.F.	\$6.00	\$5,550.00
*REMOVAL OF A.C. BERM		L.F.	\$5.00	\$0.00
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	\$40.00	\$0.00
BLOCK WALL H=6 FEET		L.F.	\$50.00	\$0.00
AGGREGATE BASE	0	TON	\$30.00	\$0.00
GUARD POSTS		EA	\$70.00	\$0.00
GUARD PANEL (WOOD)		L.F.	\$40.00	\$0.00
SAWCUT	1,090	L.F.	\$3.50	\$3,815.00
REFLECTORS AND POSTS		EA	\$100.00	\$0.00
STREET SIGNS		EA	\$250.00	\$0.00
POWER POLE REMOVALS	4	EA	\$5,000.00	\$20,000.00
STREET IMPROVEMENT SUBTOTAL				\$224,262.36

* A.C. ASPHALTIC CONCRETE

** P.C.C. PORTLAND CONCRETE CEMENT

Based on Revised 11/18/2021 - RG (placed in Excel by MG-HZ)

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP (or LESS)	50	L.F.	\$90.00	\$4,500.00
* 24" RCP		L.F.	\$110.00	\$0.00
* 30" RCP		L.F.	\$250.00	\$0.00
* 36" RCP		L.F.	\$250.00	\$0.00
* 42" RCP		L.F.	\$250.00	\$0.00
* 48" RCP		L.F.	\$260.00	\$0.00
* 54" RCP		L.F.	\$280.00	\$0.00
* 60" RCP		L.F.	\$300.00	\$0.00
* 66" RCP		L.F.	\$320.00	\$0.00
* 78" RCP		L.F.	\$340.00	\$0.00
* 24" CMP		L.F.	\$90.00	\$0.00
* 60" CMP		L.F.	\$320.00	\$0.00
CATCH BASIN/CURB INLET:				
W=7		EA	\$4,000.00	\$0.00
W=10		EA	\$4,500.00	\$0.00
W=14	2	EA	\$6,000.00	\$12,000.00
W=21		EA	\$11,000.00	\$0.00
W=28		EA	\$14,000.00	\$0.00
JUNCTION STRUCTURE	1	EA	\$3,200.00	\$3,200.00
TRAFFIC TYPE JUNCTION				
STRUCTURE		EA	\$2,800.00	\$0.00
DISCHARGE STRUCTURE		EA	\$2,800.00	\$0.00
MANHOLES		EA	\$2,500.00	\$0.00
LOCAL DEPRESSION	2	EA	\$1,250.00	\$2,500.00
INLET STRUCTURE		EA	\$2,100.00	\$0.00
OPENING MODIFICATION, PIPE CONNECTION	1	EA	\$7,000.00	\$7,000.00
AND COLLAR				
STORM DRAIN IMPROVEMENT SUBTOTAL				\$29,200.00

SANITARY SEWER IMPROVEMENTS

MANHOLES 60" DIAMETER		EA	\$4,500.00	\$0.00
MANHOLES 48" DIAMETER	1	EA	\$4,000.00	\$4,000.00
DROP MAN HOLES		EA	\$4,500.00	\$0.00
WYES		EA	\$100.00	\$0.00
CLEANOUTS	1	EA	\$600.00	\$600.00
REMODELING OF EXISTING				
MANHOLE:		EA	\$950.00	\$0.00
** 4" VCP		L.F.	\$50.00	\$0.00
** 6" VCP	50	L.F.	\$60.00	\$3,000.00
** 8" VCP	125	L.F.	\$70.00	\$8,750.00
** 10" VCP		L.F.	\$80.00	\$0.00
** 12" VCP		L.F.	\$90.00	\$0.00
** 15" VCP		L.F.	\$100.00	\$0.00
SANITARY SEWER IMPROVEMENT SUBTOTAL				\$16,350.00

Based on Revised 11/18/2021 - RG (placed in Excel by MG-HZ)

TRAFFIC SIGNALS / SIGN / STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL (MODIFICATION)				
One Corner		EA/LS	\$50,000	\$0.00
Two Corners		EA/LS	\$100,000	\$0.00
TRAFFIC SIGNAL (COMPLETE)		EA/LS	\$250,000	\$0.00
PAINT TRAFFIC STRIPE (1 COAT)	50	L.F.	\$2.40	\$120.00
PAINT TRAFFIC STRIPE (2 COATS)		L.F.	\$0.65	\$0.00
PEDESTRIAN CROSSWALK STRIPING	19	L.F.	\$0.65	\$12.35
PAVEMENT MARKER				
(NON REFLECTIVE)		EA	\$2.50	\$0.00
PAVEMENT MARKER (REFLECTIVE)	4	EA	\$4.00	\$16.00
REFLECTORS AND POSTS		EA	\$100.00	\$0.00
STREET SIGNS	1	EA	\$250.00	\$250.00
PAVEMENT LETTER MARKERS	1	EA	\$500.00	\$500.00
TRAFFIC SIGNAL / SIGNS / STRIPING SUBTOTAL				\$898.35

* REINFORCE CONCRETE PILE

** VITRIFIED CLAY PILE

CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

AREA LANDSCAPED		S.F.	\$12.00	\$0.00
REFLECTORS AND POSTS		S.F.	\$12.00	\$0.00
LANDSCAPING IMPROVEMNTS SUBTOTAL				<u>\$0.00</u>

Based on Revised 11/18/2021 - RG (placed in Excel by MG-HZ)

STREET IMPROVEMENT SUBTOTAL	\$224,262
STORM DRAIN IMPROVEMENTS SUBTOTAL	\$29,200
SANITARY SEWER IMPROVEMENTS SUBTOTAL.....	\$16,350
TRAFFIC SIGNAL / SIGNS / STRIPING SUBTOTAL	\$898

IMPROVEMENT SUBTOTAL \$270,711



(USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES)

CFD LANDSCAPE IMPROVEMENTS	\$0.00
SUBDIVISION MONUMENT GURANTEE \$1200 +\$50/LOT	\$1,250.00
STREET LIGHTS 4 \$5,000	\$20,000.00
CUCAMONGA COUNTY WATER DISTRICT FACILITIES	\$0.00

IMPROVEMENT SUBTOTAL \$291,961

ADD 35% \$102,186.25

BONDING TOTAL \$395,000

CITY OF FONTANA ENGINEERING		
<input type="checkbox"/>	PRELIMINARILY APPROVED	
<input checked="" type="checkbox"/>	CONSTRUCTION APPROVED	
<input type="checkbox"/>	FINAL APPROVED	
<input type="checkbox"/>	CORRECTIONS	
<input type="checkbox"/>	FOR INFORMATION ONLY	
BY Henry Pham 		DATE 5/22/2023

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMP. DWG. NO. 6330

STREET LIGHT DWG. NO. 6330LT

SEWER IMP. DWG. NO. 6331

STORM DRAIN IMP. NO. _____

TRAFFIC SIGNAL DWG. NO. _____

SIGNING & STRIPING DWG. NO. _____




 04/19/23
 EXP. 09/30/23 DATE

Executed in Triplicate

Bond No. 0773570
Premium \$ 5,254.00/2 yrs.

BOND GUARANTEE FOR FAITHFUL PERFORMANCE

Land Improvement Agreement

WHEREAS, the City of Fontana, State of California, and Durian Fontana, LLC hereinafter designated as "Applicant" have entered into an agreement whereby applicant agrees to install and complete certain designated public improvements which said agreement, dated _____, and identified as Banana Avenue and Durian Ave is hereby referred to and made a part hereof; and PM #20585, DR #22-030, APN 0236-171-70 & 81-84

WHEREAS, said applicant is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we the applicant and Harco National Insurance Company as surety, are held and firmly bound unto the City of Fontana, hereinafter called the City, in the penal sum of THREE HUNDRED NINTY FIVE THOUSAND (\$ 395,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by those presents.

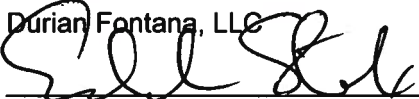
The condition of this obligation is such that if the above bonded applicant, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect, pursuant to Article III of Chapter 25, Article IV of Chapter 26 and Article III of Chapter 27 Fontana City Code, and any amendments thereto, for the installation of construction of: Street, sewer, and storm drain improvements including AC pavement, driveways, curb & gutter, sidewalks, street light, and signing and striping.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the applicant and surety above named, on August 7, 2023.

Durian Fontana, LLC

 (seal)
Applicant

Harco National Insurance Company

 (seal)
Surety Cheryl L. Thomas, Attorney-in-Fact

NOTE: Signature for those executing for the surety must be properly acknowledge.



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 August 9, 2023 before me, Tiffany Duffy
(insert name and title of the officer)

personally appeared Ed Stokes,
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.

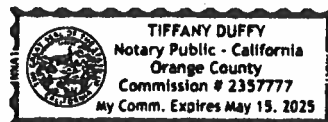
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Tiffany Duffy

(Seal)



ALL- PURPOSE CERTIFICATE OF 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 August 7, 2023 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #0773570

(Title or description of attached document)

Harco National Insurance Company

(Title or description of attached document continued)

Number of Pages 2 Document Date 8/7/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



Addendum: Usage of e-Seal and e-Signature for Harco and IFIC Surety Bond Forms

Harco National Insurance Company and International Fidelity Insurance Company (herein the "Company") have authorized our network of surety partners, as granted under the attached Power of Attorney, stipulated within the terms of a signed Agency Agreement and duly appointed by the Company under a Department of Insurance appointment (where required) within all 50 U.S. States, plus U.S. territories and possessions, to affix an electronic e-seal to all bond documents as if it were a raised corporate seal. This addendum also extends to the use of an e-signature by our appointed surety partners authorized under the Company Power of Attorney.

This authority is effective on this day, the 24th of May 2022 and shall remain in place indefinitely unless and until revoked by the Company.

Harco National Insurance Company and International Fidelity Insurance Company



A handwritten signature in black ink, appearing to read "Kenneth Chapman".

Authorized by: Kenneth Chapman
Executive Vice President , Surety

Bond # 0773570

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
 Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SHANE WOLF, TODD M. ROHM, CATHY S. KENNEDY, BEATA A. SENSI, CHERYL L. THOMAS

Orange, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 07, 2023

A00406

Irene Martins, Assistant Secretary

LAND IMPROVEMENT AGREEMENT

EXHIBIT “B”

I, _____

(Applicant’s name here)

am the owner of the property to which this Request is being made for a **One Year Time**

Extension for Project No. _____.

Print Name: _____

Applicant’s Signature: _____

Applicant’s Address: _____

Date: _____

(Attached Notary Acknowledgment)

CITY OF FONTANA

BY: _____

City Engineer

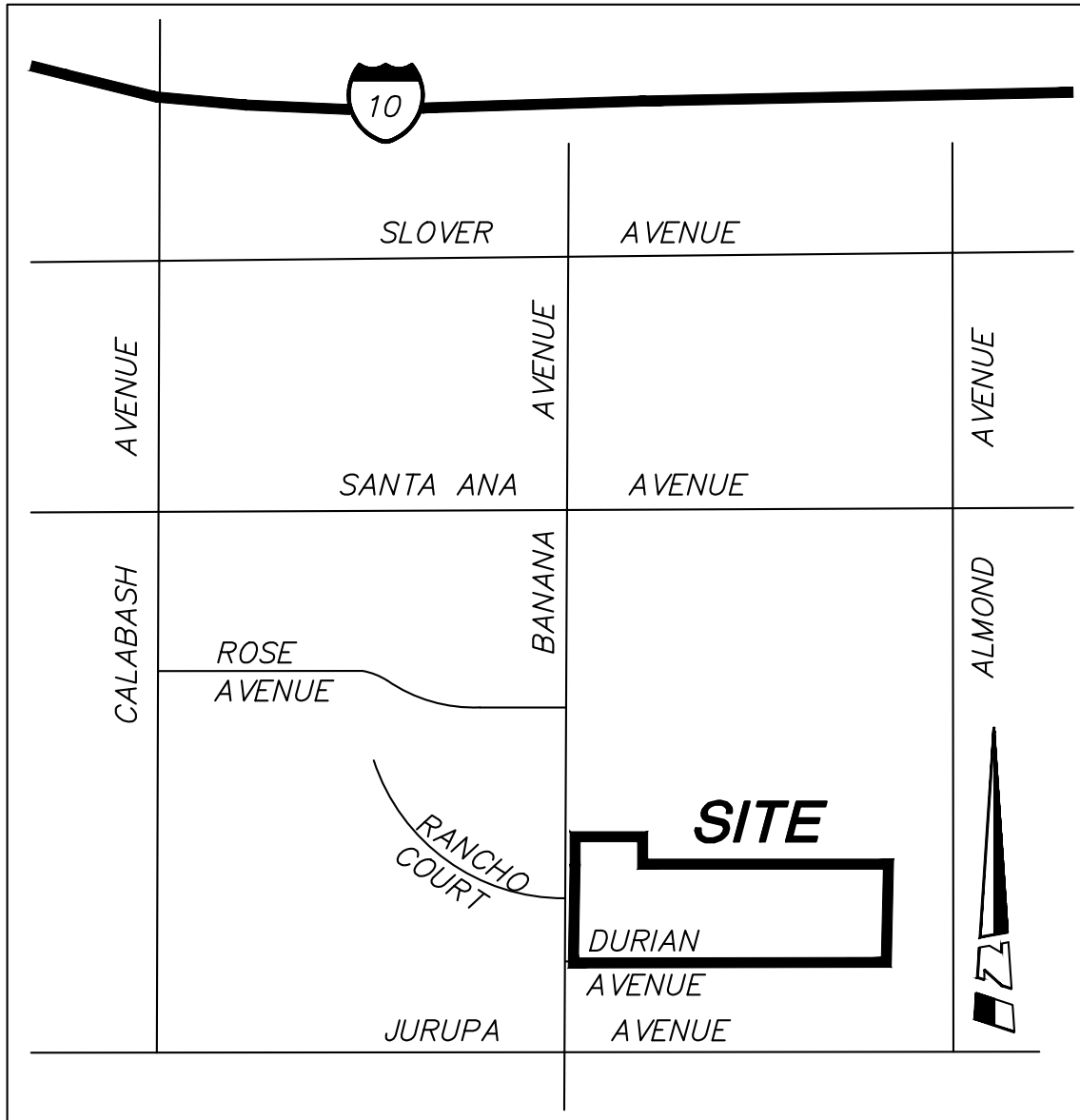
DATE: _____

[] DENY

[] APPROVED

NEW DATE: _____

VICINITY MAP





City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2417

Agenda #: G.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Award a Construction Contract for the Blanchard Avenue Sidewalk Gap Project

RECOMMENDATION:

1. Award bid and authorize the City Manager to execute a construction contract with SNZ Contractors, Inc. for the construction of the Blanchard Ave Sidewalk Gap Project in the amount of \$115,095.00 and authorize a 10% contingency in the amount of \$11,509.50 (Bid No. SB-126-DE-23).
2. Appropriate \$102,000 of Air Quality Management District (AQMD) Fund 241 to the Blanchard Avenue Sidewalk Gap Project No. 3115.
3. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Blanchard Ave Sidewalk Gap Project.

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:

The City of Fontana received requests from residents to close sidewalk gaps that exist along Blanchard Avenue, just south of Miller Avenue. This project will construct the missing sidewalk gaps in front of the four residential properties, thereby creating a continuous path of travel. Additionally, an existing curb ramp will be reconstructed to be compliant with the latest Americans with Disabilities Act (ADA) requirements. These improvements will enhance the pedestrian path of travel for residents in the vicinity.

On July 6th, 2023, at 2:00 p.m. the bids for this contract were opened. A total of nine (9) bids were received ranging from \$115,095.00 to \$796,175.00. SNZ Contractors, Inc. is the lowest bidder in the

amount of \$115,095.00. The Engineer's estimate was \$100,000.00. After reviewing the proposed bid documents and performing reference checks, Engineering staff has determined SNZ Contractors, Inc. to be the lowest responsive and responsible bidder.

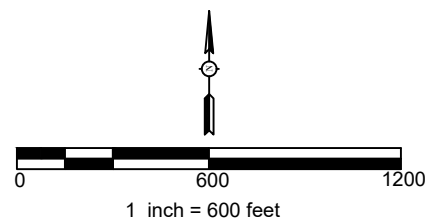
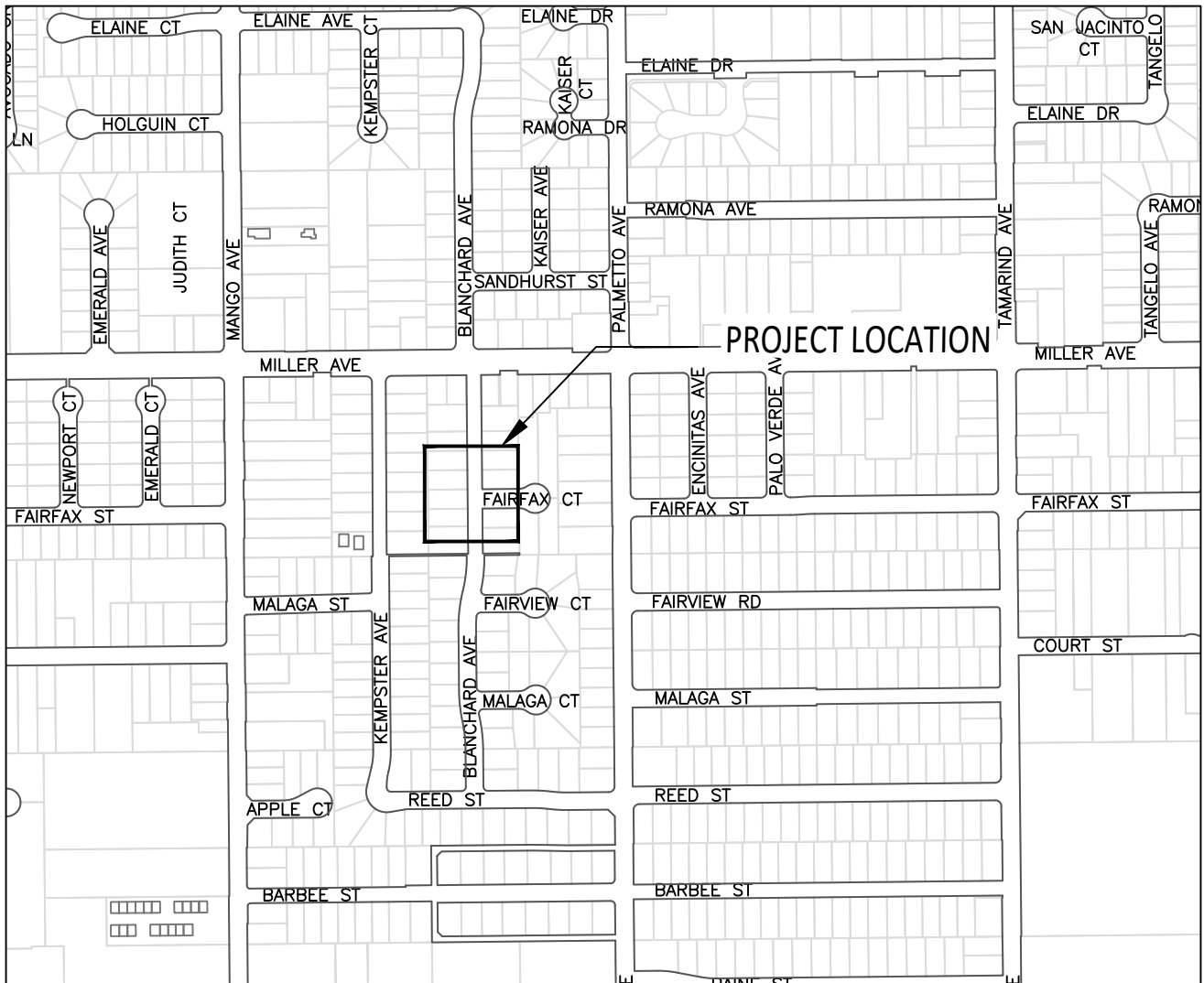
FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$126,604.50, for the full term of the construction contract. The available budget is about \$61,175. Considering all projected expenses for the project, an additional \$102,000 is being requested in 37603115-241-I-8330 and is not included in the FY 2023-2024 budget. The request will be submitted in the next quarterly budget report and will be funded by Air Quality Management District (AQMD) Fund 241.

MOTION:

Approve staff recommendation.

BLANCHARD AVENUE SIDEWALK GAP PROJECT (PN3115)



Bid Results
Blanchard Ave Sidewalk Gap Project
SB-126-DE-23

1. SNZ Contractors, Inc Irvine, CA	\$115,095.00
2. FS Contractors, Inc Sylmar, CA	\$116,620.00
3. Voltaire Engineering Los Alamitos, CA	\$123,610.00
4. Dash Construction, Inc Woodland Hills, CA	\$130,690.00
5. Gentry General Engineering, Inc Rancho Cucamonga, CA	\$146,579.50
6. DM Contracting, Inc Colton, CA	\$167,405.00
7. ISSA Electric, Inc Riverside, CA	\$187,515.02
8. HZS Engineering, Inc Santa Ana, CA	\$189,490.00
9. We R Builders, Inc Glendale, CA	\$796,175.00

Bid Results

Bidder Details

Vendor Name	SNZ Contractors Inc.
Address	8583 Irvine center Dr #224
	Irvine, California 92618
	United States
Respondee	SNZ Contractors
Respondee Title	CEO
Phone	949-649-4119
Email	projects@snzconinc.com
Vendor Type	OSB
License #	1097225
	CADIR

Bid Detail

Bid Format	Electronic
Submitted	07/06/2023 11:17 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	337323

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bid Documents.pdf	Bid Documents.pdf	Proposal Documents
Signed Bid Bond.pdf	Signed Bid Bond.pdf	Bid Bond

Subcontractors

No Subcontractors

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
GENERAL							\$15,500.00		
1			MOBILIZATION/DEMOBILIZATION	LS	1	\$5,000.00	\$5,000.00	Yes	
2			CLEARING, GRUBBING, AND MISCELLANEOUS REMOVALS	LS	1	\$8,000.00	\$8,000.00	Yes	
3			BEST MANAGEMENT PRACTICE WPCP AND NPDES REQUIREMENTS PER BID DOCUMENT	LS	1	\$2,500.00	\$2,500.00	Yes	
CIVIL-STREET							\$99,595.00		
4			REMOVE EXISTING PCC SIDEWALK AND CURB RAMP	SF	120	\$5.00	\$600.00	Yes	
5			CONSTRUCT 4" PCC SIDEWALK OVER 12" MINIMUM 90% COMPACTED NATIVE SUBGRADE PER CITY OF FONTANA STD. PLAN NO. 1006.	SF	1250	\$15.00	\$18,750.00	Yes	
6			REMOVE EXISTING AND CONSTRUCT 4" A.C. DRIVEWAY TRANSITION OVER 12" MINIMUM 95% COMPACTED NATIVE SUBGRADE.	SF	160	\$30.00	\$4,800.00	Yes	
7			REMOVE EXISTING AND CONSTRUCT NEW 6" PCC DRIVEWAY TRANSITION OVER 12" MINIMUM 95% COMPACTED NATIVE SUBGRADE.	SF	700	\$25.00	\$17,500.00	Yes	
8			CONSTRUCT 6" PCC RESIDENTIAL DRIVEWAY RAMP OVER 12" MINIMUM 95% COMPACTED NATIVE SUBGRADE PER CITY OF FONTANA STD. PLAN NO. 1001	SF	450	\$30.00	\$13,500.00	Yes	
9			CONSTRUCT 6.5" A.C. PAVEMENT OVER 4' OF 12" MINIMUM 95% COMPACTED NATIVE SUBGRADE PER CITY OF FONTANA STD. PLAN NO. 1008.	TON	20	\$275.00	\$5,500.00	Yes	
10			REMOVE BLOCK WALL AND MAKE REPAIRS TO MATCH EXISTING FACING.	LF	6	\$500.00	\$3,000.00	Yes	
11			CONSTRUCT 8" CURB INTEGRAL WITH SPANDREL. MATCH EXISTING CURB WITH NEW CURB RAMP.	LF	35	\$2.00	\$70.00	Yes	
12			REMOVE EXISTING SPANDREL AND CONSTRUCT 8" PCC SPANDREL OVER 12" MINIMUM COMPACTED NATIVE GRADE	SF	180	\$30.00	\$5,400.00	Yes	
13			CONSTRUCT CURB RAMP OVER 12" MINIMUM 95% COMPACTED NATIVE SUBGRADE PER CITY OF FONTANA STD. NO. 1003.	EA	1	\$7,500.00	\$7,500.00	Yes	
14			REMOVE AND REPLACE EXISTING 8" CURB AND GUTTER OVER 12" MINIMUM 95% COMPACTED NATIVE SUBGRADE PER CITY OF FONTANA STD. PLAN NO. 1000.	LF	90	\$25.00	\$2,250.00	Yes	
15			REMOVE/MODIFY EXISTING HARDSCAPE/LANDSCAPE AND IRRIGATION AS NEEDED (MATCH EXISTING)	LS	1	\$5,000.00	\$5,000.00	Yes	
16			CONSTRUCT 2" A.C. OVERLAY.	TON	23	\$275.00	\$6,325.00	Yes	
17			GRIND EXISTING A.C. PAVEMENT 2" MINIMUM.	SF	1600	\$4.00	\$6,400.00	Yes	
18			ADJUST EXISTING WATER METER AND PULLBOX TO GRADE.	EA	4	\$500.00	\$2,000.00	Yes	
19			REMOVE AND REPLACE EXISTING MAILBOX AND POST.	EA	2	\$500.00	\$1,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
GENERAL	\$15,500.00
CIVIL-STREET	\$99,595.00
Grand Total	\$115,095.00



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2419

Agenda #: H.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Community Services

SUBJECT:

Approve a Contract with TA Mentoring Services LLC for the Noble Youth Program to be delivered at Fontana Expanded Learning Program school sites.

RECOMMENDATION:

1. Approve a contract with TA Mentoring Services LLC to provide and deliver the Noble Youth Leadership Program at the Fontana Expanded Learning Program's twenty-eight (28) Elementary School sites and the five (5) Middle School sites.
2. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by Developing future leaders.
- Increase citizen involvement by promoting healthy lifestyle opportunities to residents of all ages.

DISCUSSION:

The City of Fontana is currently in an Agreement with the Fontana Unified School District (FUSD) as the Fontana Expanded Program (FELP) Provider. FELP is an After School Education and Safety (ASES) Grant and Expanded Learning Opportunities Program (ELO-P) funded program.

As part of the grant required curriculum components, FELP provides leadership opportunities and 21st Century Skill lessons to meet the program requirements as well as align with the district's efforts to prepare student education and leadership exploration.

To support the operating Agreement between the City and FUSD, FELP is recommending to contract with TA Mentoring Services LLC to provide and deliver the Noble Youth Leadership Program at the Fontana Expanded Learning Program's twenty-eight (28) Elementary School sites and the five (5) Middle School sites. The program will support student leadership development and expose them to Social Emotional Skills needed for successful social and academic achievement. The Noble Youth

Leadership curriculum will focus on teaching students important values in life such as respect, dignity, love and trust. In addition, they will train FELP staff on the Noble Youth Leadership curriculum.

This is a sole source contract as the curriculum is only available through TA Mentoring Services LLC and meets grant requirements. Purchasing Policy 3.1.5 allows the purchase when no competitive advantage would be gained from services that are unique and are only available from one source.

FISCAL IMPACT:

The program cost is \$517,000.00 and is budgeted in the adopted FY 2023/2024 Community Services Department operating budget in account 38624101.8130. The cost is 100% fully reimbursable.

MOTION:

Approve a contract with TA Mentoring Services LLC for the Fontana Expanded Learning Program at all thirty-three (33) FELP sites.

TA Mentoring Services, LLC
Noble Youth (Restorative Circles)

Scope of work

Expanded Learning Youth Leadership Vision

To enhance the quality of life for youth in the City of Fontana.

Enrollment - Approximately 900 participants from the Fontana Expanded Learning Program will participate in the Noble Youth Program.

Cost to Participants - There is no cost to participants; Fontana Expanded Learning Program (FELP) will cover costs through the Expanded Learning Opportunities – Program grant funding.

Curriculum - The Noble Youth curriculum will focus on teaching students about important values in life: respect, dignity, love, and trust.

Staff Follow-Up – TA Mentoring Services, LLC will provide ongoing check-ins with site staff.

Informational Sessions with Parents - Students will attend an informational session with their parents to outline the objectives of the program and review guidelines and expectations.

Sessions with Students - The participants will go through 12 sessions as part of the curriculum.


Training FELP staff - Fontana Expanded Learning Program (FELP) staff will receive training on implementation of Noble Youth Curriculum.

Contract Start/End - September 2023 to June 30, 2024

Services provided to - Fontana Expanded Learning Program (FELP)

TA Mentoring Services, LLC fee includes:

- 12 sessions
- Up to 900 students served (3 groups of 15-20 students at each site)
- FELP staff members will attend Noble Youth sessions
- Train staff in Restorative Practices.
- Parent informational meetings at each site or through Zoom.
- Follow-up calls/meetings with students and parents.

- Develop outreach materials in partnership with Fontana Expanded Learning Program staff.
- Three celebrations for program participants in Noble Youth - Food will be provided.
- T-shirts, bracelets and backpacks are provided to student participants.
- Program planning and implementation.
- Presentation to Fontana Expanded Learning Program staff on program implementation.
- Will support City of Fontana efforts to collect data based on evaluation outcomes agreed to collectively.
- Noble Youth staff will attend all meeting requests by the Fontana Expanded Learning Program. 

Total Cost: \$517,000


Program Budget

Program Budget (based on up to 900 youth served):

Item	Total
T-shirts - 300 x 3 Cohorts	\$15,000
Backpacks 300 x 3 Cohorts	\$5,000
Bracelets (900) 300 x 3 Cohorts	\$2,000
Ceremony for 300 Participants x 3 Cohorts	\$20,000
Student Rewards 300 x 3 Cohorts	\$5,000
Trainings, Special Meetings, Program Evaluation	\$70,000
1 - Facilitator Lead (Program Manager)	\$100,000
5 Assistant Facilitators	\$300,000
Total	\$517,000

Student Rewards - Students who attend weekly and actively participate are rewarded with snacks and prizes.

Ceremonies - At the end of each cohort, students are invited to attend the ceremony. Food, cake, and drinks are provided for students and their families.

Trainings -  staff will receive trainings from the National Compadres Network on Noble Youth curriculum.

Facilitator - Provide oversight and program implementation.

Assistant Facilitators - Provide program support to school sites and help staff with implementation.

CITY OF FONTANA PROFESSIONAL SERVICES AGREEMENT CS- -MS

This Agreement is made and entered into as of **19th** day of September, 2023 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and **T.A. Mentoring Services LLC**, Sole Proprietorship with its principal place of business at 50091 Kenmore St. Coachella, CA, 92236 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Consultant - Workshops, Presentations and Staff Development Training Services for the **Noble Youth Program**. (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$517,000.00**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage

d. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

e. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

f. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced

i. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Trinidad Arredondo – Noble Youth Facilitator** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given, emailed or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Andrew Solares
asolares@fontana.org

CONSULTANT:

T.A. Mentoring Service LLC
50091 Kenmore St.
Coachella, CA, 92236
Attn: Trinidad Arredondo
arredondo.trinidad@gmail.com

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "A" SCOPE OF SERVICES

The Contractor **T.A. Mentoring Services LLC** shall provide the City with a Noble Youth Leadership sessions at the at twenty-eight (28) elementary school sites and five (5) middle school sites Fontana Expanded Learning Program. The Noble Youth Leadership curriculum will focus on teaching students' important values in life such as respect, dignity, love and trust. Professional development will be provided to Fontana Expanded Learning Program staff on the Noble Youth Leadership curriculum. The workshops, presentations, and staff development will be conducted within a nine (9) month timeframe with sessions scheduled to begin on the **execution of contract and conclude by June 28, 2024.**

- **Schedule:**
 - Session will begin on the **execution of contract and conclude by June 28, 2024.**
- The Contractor sessions will include:
 - Three (3) cohorts of 12-week sessions within the year.
 - Up to 900 students served (3 groups of 15-20 students at each site)
 - Staff development on Noble Youth Leadership curriculum.
 - Parent informational meetings at each site or through in person or on Zoom.
 - Follow-up calls/meetings with students and parents.
 - Develop outreach materials in partnership with Fontana Expanded Learning Program staff.
 - Three celebrations for program participants in Noble Youth - Food will be provided.
 - T-shirts, bracelets, and backpacks are provided to student participants.
 - Program planning and implementation.
 - Presentation to Fontana Expanded Learning Program staff on program implementation.
 - Will support City of Fontana efforts to collect data based on evaluation outcomes agreed to collectively.
 - Noble Youth staff will attend all meeting requests by the Fontana Expanded Learning Program.
 - In-Kind services - City will provide a space for three (3) celebrations. If allowed by Public Health Department.
 - These sessions will be in person or on Zoom depending on the health recommendations by the City of Fontana or San Bernardino County officials.
 - The Contractor shall provide the City with the following:
 - The Contractor agrees to provide a valid City of Fontana Business License no less than 30 days prior to the performance to guarantee payment following services.
 - The City reserves the right to cancel or reschedule any single event date listed on the contract, with or without cause, upon thirty (30) days' notices given in writing.
 - Contractor will be funded through the **Expanded Learning Opportunities Program (ELO-P) Grant**
 - The Contractor **shall be paid within thirty (30) days of services rendered** as follows:

June 28, 2024

\$517,000 (ASES Funded Schools)

\$517,000 (Total)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

T.A. Mentoring Services LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

50091 Kenmore st

6 City, state, and ZIP code

Coachella, CA, 92236

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 7 - 1 4 8 6 8 3 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

7/27/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2023

304

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 PGI - Mel's Insurance Services, Inc. 81557 Dr Carreon Blvd Ste. B-8 Indio CA 92201	CONTACT NAME: Mellisa Williams PHONE (A/C, No, Ext): (760) 347-0800 FAX (A/C, No): 760-347-0802 E-MAIL ADDRESS: mel@melsinsurance7.com														
INSURED Trinidad Arredondo - TA MENTORING SERVICES LLC 50091 KENMORE ST COACHELLA CA 92236	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Philadelphia Insurance Companies</td><td>18058</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Companies	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance Companies	18058														
INSURER B:															
INSURER C:															
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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2333495	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Fontana 8353 Sierra Avenue Fontana CA 92335	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 Mellisa Amador Williams
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BUSINESS TAX CERTIFICATE**CITY OF FONTANA**8353 Sierra Avenue - Fontana, CA 92335
Phone: (909) 350-7675

The person, firm or corporation named on this certificate is hereby granted this certificate, pursuant to the provisions of Chapter 15 of the Fontana City Code, to engage in, carry on or conduct, in the City of Fontana, the business, trade, calling profession, exhibition, or avocation described below. This Business Tax Certificate does not constitute evidence that all requirements of the Fontana City Code or regulatory agencies have been satisfied. This Business Tax Certificate is NOT TRANSFERABLE.

BUSINESS NAME: T.A. Mentoring Services LLC**BUSINESS OWNER:** Trinidad Arredondo**BUSINESS PHONE NO.:** (760) 771-7701**BUSINESS DESCRIPTION:** Youth Consulting Service
W/Comm Svc After School
Program**BUSINESS LOCATION:** 50-091 KENMORE ST
COACHELLA, CA 92236T.A. MENTORING SERVICES LLC
50-091 KENMORE ST
COACHELLA, CA 92236**Business Tax Account Number:** 060398**Effective Date:** 9/1/2022**Expiration Date:** 8/31/2023**NOT TRANSFERABLE**
TO BE POSTED IN A CONSPICUOUS PLACE

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments.

A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2420

Agenda #: I.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Community Services

SUBJECT:

Approve a Contract EBK & Company LLC to provide and deliver the US Engineering League for the Fontana Expanded Learning Program.

RECOMMENDATION:

1. Approve a contract with EBK & Company LLC to provide and deliver the US Engineering League, Mechanical Engineering/Robotics Club for the Fontana Expanded Learning Program at ten (10) Elementary School sites and the five (5) Middle School sites.
2. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by Developing future leaders.

DISCUSSION:

The City of Fontana is currently in an Agreement with the Fontana Unified School District (FUSD) as the Fontana Expanded Program (FELP) Provider. FELP is an After School Education and Safety (ASES) Grant and Expanded Learning Opportunities Program (ELO-P) funded program.

As part of the grant required curriculum components, FELP provides science, technology, engineering, and mathematics opportunities and 21st Century Skill lessons to meet the program requirements as well as align with the district's efforts to prepare student education and career exploration.

To support the operating Agreement between the City and FUSD, FELP is recommending to contract with EBK & Company LLC to provide and deliver the US Engineering League, Mechanical Engineering/Robotics Club for FELP at ten (10) Elementary School sites and the five (5) Middle School sites. The United States Engineering League curriculum will focus on teaching students important skills in STEM such as coding, mechanical engineering, physics, and art. In addition, they

will train FELP staff on the US Engineering League curriculum.

This is a sole source contract as the curriculum is only available through EBK & Company LLC and meets grant requirements. Purchasing Policy 3.1.5 allows the purchase when no competitive advantage would be gained from services that are unique and are only available from one source.

FISCAL IMPACT:

The program cost is \$1,747,500.00 and is budgeted in the adopted FY 2023/2024 Community Services Department operating budget in account 38624101.8130. The cost is 100% fully reimbursable.

MOTION:

Approve a contract with EBK & Company LLC to provide and deliver the US Engineering League, Mechanical Engineering/Robotics Club for the Fontana Expanded Learning Program at ten (10) Elementary School and the five (5) Middle School FELP sites.

US Engineering League
 2933 S Walker ave
 Ontario, CA 91761
 (909) 545-6711
 info@usengineeringleague.org
 usengineeringleague.org



BILL TO

Accounts Payable
 City of Fontana Expanded
 Learning Program
 8353 Sierra Avenue
 Fontana, CA 92335

SHIP TO

Community Services
 16860 Valencia Ave
 Fontana, CA 92335

QUOTE1287

DATE 07/28/2023 TERMS Net 60

ACTIVITY	QTY	RATE	AMOUNT
After-School Program:USEL Race Engineering - Full Implementation Provide the City with USEL Race Engineering Sessions at 15 School Sites. USEL will provide 2 instructors per site, race track,, and all instruction to implement the program. Scheduled to start 09/01/2023 and conclude 12/08/2023	15	11,666.6666667	175,000.00
Product Sales:USEL Race Car Engineering Kit USEL Race Engineering set used for race engineering programs	300	350.00	105,000.00
Product Sales:USEL Race Engineering Spare Parts Kits Spare parts used to replace motor, wheels, and metallic pieces from USEL Race Car Kit	15	1,000.00	15,000.00
Consultant:Professional Devlopment Specialized training for FELP staff on USEL Specific curriculum. Training Conducted on 3 separate occasions over the 2023/2024 school year	3	15,000.00	45,000.00
After-School Program:USEL Robotics Competition Training - World Robot Olympiad Provide the City with USEL Race Engineering Sessions at 15 School Sites. USEL will provide 2 instructors per site and required training materials Scheduled to start 01/22/2024 and conclude 05/03/2024	15	11,666.6666667	175,000.00
Product Sales:World Robot Olympiad Table Tops World Robot Olympiad Expandable Table Top used for practice and competition (9 tables per school site)	135	350.00	47,250.00
WRO Challenge Pieces & Mats World Robot Olympiad Expandable Table Top used for practice and competition (9 tables per school site)	135	200.00	27,000.00
WRO Official School Banner Plaques Official School Partner Plaques For Display	15	433.333333	6,500.00

Please Make Checks Payable To: US Engineering League

ACTIVITY	QTY	RATE	AMOUNT
USEL Robotic Sensor Upgrades Robot Sensor Upgrades For use on Competition Robot Kits 15 school sites	15	1,000.00	15,000.00
After-School Program:USEL SumoBots League - Full Implementation by USEL Provide the City with USEL SumoBots League Sessions at 15 School Sites. USEL will provide 2 instructors per site. Scheduled to start 06/03/2024 and conclude 06/28/2024	33	23,333.3333333	770,000.00
Product Sales:SumoBot Kit USEL SumoBot Kit for 33 elementary sites	990	325.00	321,750.00
Product Sales:SumoBot Kit Replacement Parts SUMoBot Kit replacement parts, motors, metallic pieces for 33 school sites	33	303.030303	10,000.00
USEL SumoMat USEL SumoMat Table for 33 school sites (Each site needs 4 Tables)	120	200.00	24,000.00
Consultant:Professional Video / Photography Professional Video and photography for all programs run during the school year for use by the City of Fontana	1	11,000.00	11,000.00
Any Questions Regarding this Invoice please call Ericka Kreimann (909) 644-7545	SUBTOTAL		1,747,500.00
	TAX		0.00
	TOTAL		1,747,500.00
	TOTAL DUE		\$1,747,500.00

Please Make Checks Payable To: US Engineering League

CITY OF FONTANA PROFESSIONAL SERVICES AGREEMENT CS-24-24-MS

This Agreement is made and entered into as of 19th day of September, 2023 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and **EBK & Company LLC**, Limited Liability Partnership dba US Engineering League with its principal place of business at 2933 South Walker Avenue, Ontario, CA 91761 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Consultant - Workshops, Presentations and Staff Development Training Services for the **USEL SumoBot League Kit** (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$1,747,500.00**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term:

The term of this Agreement shall be from **execution of contract to June 24, 2024**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage

(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California 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 he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Minimum Policy Limits Required

- (i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease

- (ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

e. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

f. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced

past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

g. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

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

h. Additional Insurance Provisions

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

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

i. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Derrick J. Kreimann as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given, emailed or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Andrew Solares
asolares@fontana.org

CONSULTANT:

EBK & Company
2933 S. Walker Ave
Ontario, California 91761
Attn: Ericka Kreimann
ericka@usengineeringleague.com

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

EBK & COMPANY LLC

By: _____
Matthew C. Ballantyne
City Manager

By: _____

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Ramon Ebert
Deputy City Manager

Approved as to form:

Best Best & Krieger LLP
City Attorney

By: _____
Daniel Schneider
Community Services Director

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha Thomas
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Chief Financial Officer

Purchasing Office

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor **EBK & Company LLC** shall provide the City with a Race Engineering sessions and World Robot Olympiad Program at five (5) middle school sites and ten (10) elementary school sites and USEL SumoBots Summer Program at 33 school sites. The USEL curriculum will focus on teaching students coding and fundamental building skills. Professional development will be provided to Fontana Expanded Learning Program staff on the USEL curriculum. The workshops, presentations, and staff development will be conducted within a (9) month timeframe with sessions scheduled to begin on **September 5, 2023** and conclude by **June 28, 2024**.

- Schedule:
 - Session will begin on **September 5, 2023** and conclude by **June 28, 2024**.
- The Contractor sessions will include:
 - Full Implementation at five (5) middle school site and ten (10) elementary school sites
 - 10-week session on Race Engineering sessions (RC Cars) – 1st semesters
 - USEL will provide 2 instructors per site, USEL Race Engineering Kit, RC replacement parts, Professional Development and all instruction to implement the program.
 - RC Tournament (Event supply kits, Tournament Track, Participate Shirts, Trophies)
 - Full Implementation at five (5) middle school site and ten (10) elementary school sites
 - 10-week session on World Robot Olympiad Program – 2nd semesters
 - USEL will provide 2 instructors per site, computer equipment, WRO Tabletops, WRO Challenge Kit Pieces and Kits, and all instruction to implement the program
 - WRO Tournament (Event supply kits, Participate Shirts, Trophies)
 - Up to 1,000 students served
 - Up to 75 staff members training development
 - Full Implementation at 33 school sites
 - 4-week session on USEL Sumo Bots – Summer Program
 - USEL will provide 2 instructors per site, USEL Sumo Bots Kids, Replacement Parts, Sumo Mats Camp Shirts, and all instruction to implement the program.
 - Sumo Bots Summer Showcase Tournament
 - Professional Video / Photography
 - Summary report of program outcomes.
 - Will support City of Fontana efforts to collect data based on evaluation outcomes agreed to collectively.
- The Contractor shall provide the City with the following:
- The Contractor agrees to provide a valid City of Fontana Business License no less than 30 days prior to the performance to guarantee payment following services.
- The City reserves the right to cancel or reschedule any single event date listed on the contract, with or without cause, upon thirty (30) days' notices given in writing.
- Contractor will be funded through the **Expanded Learning Opportunities Program (ELO-P) Grant**
- The Contractor shall be paid within thirty (30) days of services rendered as follows:

June 28, 2024
\$1,747,500.00 (ELO-P Funded Schools)
\$1,747,500.00 (Total)

Contractor shall perform all services under this agreement in a skillful and competent manner, consistent with the

standards generally recognized as being employed by professionals in the same discipline in the state of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the services.

The Standard Engagement Agreement and attached Terms and Conditions are hereby acknowledged and made a part of the agreement between the parties. The City reserves the right to broadcast, televise and photograph the above group for the purpose of advertisement.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

EBK & Company LLC

2 Business name/disregarded entity name, if different from above

US Engineering League

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2933 S. Walker Ave

6 City, state, and ZIP code

Ontario, CA 91761

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

3	7	-	1	8	2	8	3	5	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

01/05/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2023

324

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 Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416		CONTACT NAME: PHONE (A/C, No, Ext): 763-746-8000 (SBU Dept) E-MAIL: selectcerts@marshmma.com ADDRESS:		FAX (A/C, No):
INSURED EBK & Company LLC dba US Engineering League 2933 S. Walker Ave Ontario CA 91761		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Markel Insurance Company		38970
		INSURER B : Hartford Casualty Insurance Company		29424
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 363916419** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CCP4267	7/14/2023	7/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CCP4267	7/14/2023	7/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	41WECCE9568	8/15/2023	8/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse & Molestation			CCP4267	7/14/2023	7/14/2024	Each Occurrence Aggregate 1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is hereby provided evidence of coverage.

CERTIFICATE HOLDER

City of Fontana
8353 Sierra Ave
Fontana CA 92335

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

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BUSINESS TAX CERTIFICATE

CITY OF FONTANA

8353 Sierra Avenue - Fontana, CA 92335
Phone: (909) 350-7675

The person, firm or corporation named on this certificate is hereby granted this certificate, pursuant to the provisions of Chapter 15 of the Fontana City Code, to engage in, carry on or conduct, in the City of Fontana, the business trade, calling profession, exhibition, or avocation described below. This Business Tax Certificate does not constitute evidence that all requirements of the Fontana City Code or regulatory agencies have been satisfied. This Business Tax Certificate is NOT TRANSFERABLE.

BUSINESS NAME: Us Engineering League

BUSINESS OWNER: Ericka B Kreimann
Derrick J Kreimann

BUSINESS LOCATION: 814 Alpine ST

Upland, CA 91786-4513

US ENGINEERING LEAGUE
2933 S WALKER AVE
ONTARIO, CA 91761-7126

BUSINESS PHONE NO.: (909) 644-7545

BUSINESS DESCRIPTION: EDUCATION/SCHOOL

Business Tax Account Number: 065972

Effective Date: 12/12/2022

Expiration Date: 11/30/2023

NOT TRANSFERABLE

TO BE POSTED IN A CONSPICUOUS PLACE

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments.

A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2421

Agenda #: J.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Community Services

SUBJECT:

Approve the purchase of Sandy Spin Inc. Skillastics Speed Stacks curriculum to be delivered at Fontana Expanded Learning Program's school sites.

RECOMMENDATION:

1. Approve purchase of Sandy Spin Inc. Skillastics Speed Stacks Curriculum, an additional component to the current physical education curriculum at all sites of the Fontana Expanded Learning Program.
2. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
3. Authorize the Purchasing Division to issue a purchase order for the Speed Stack Skillastics Custom Package curriculum from Sandy Spin Slade.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by promoting healthy lifestyle opportunities to residents of all ages.

DISCUSSION:

The City of Fontana is currently in an Agreement with the Fontana Unified School District (FUSD) as the Fontana Expanded Program (FELP) Provider. FELP is an After School Education and Safety (ASES) Grant and Expanded Learning Opportunities Program (ELO-P) funded program.

As part of the grant required curriculum components, FELP provides physical education opportunities and 21st Century Skill lessons to meet the program requirements as well as align with the districts' efforts to prepare students to have physically active lives and make healthy choices.

To support the operating Agreement between the City and FUSD, FELP is recommending the purchase of Sandy Spin Inc. Skillastics Speed Stacks Curriculum, an additional component to the current physical education curriculum at all sites of the Fontana Expanded Learning Program. The Skillastics Speed Stack curriculum offers a wide range of physical activities and specialty programs, in a fun and engaging manner, for a variety of ages and skill levels. The curriculum focuses on teaching students important values in living a healthy life such as mindfulness and physical exercise.

FELP will have access to this curriculum for the life of the program.

This is a sole source contract as the curriculum is only available through Sandy Spin Inc. Skillastics and meets grant requirements. Purchasing Policy 3.1.5 allows the purchase when no competitive advantage would be gained from services that are unique and are only available from one source.

FISCAL IMPACT:

The program cost is \$178,540.10 and is budgeted in the adopted FY 2023/2024 Community Services Department operating budget account 38624101.8010. This cost is 100% fully reimbursable.

MOTION:

Approve the purchase of Sandy Spin Inc Skillastics Speed Stacks curriculum for the Fontana Expanded Learning Program to be used at all FELP sites.

Price Quote



Quote#:	JW092322a
Date:	August 2, 2023
Prepared by:	Jess Wadleigh
E-mail:	jwadleigh@skillastics.com
Preparer's Phone:	(310) 431-8205

Sandy Spin Slade, Inc./DBA Skillastics

Customer's Contact Information				
Name: Tammy Wilkerson		Email: twilkerson@fontana.org		
School/Org.: City of Fontana				
Address: 16860 Valencia Ave.				
City/State: Fontana/CA		Zip: 92335	Phone: 909-349-6945	
Notes:	**Sorting and Labeling per site is included			
Customer's Billing and Shipping Information				
P.O. Number :		Shipping Facility Name:		
ATTN To:		Shipping Street Address:		
City:		State:	Zip:	
Phone:		Email:		
Item #	Product Description	QTY	Unit Price	Total Price
VFFCSS	Speed Stack Skillastics Custom Package	33	\$ 4,518.00	\$ 149,094.00
	Package Includes:		\$ -	\$ -
	(4) 30 Set Class Packs (120 cups per site)		\$ -	\$ -
	(2) Speed Stacks Skillastics kits		\$ -	\$ -
	(2) Sets of Jumbo Cups		\$ -	\$ -
	30 Day Cup Stacking Specialty Digital Program		\$ -	\$ -
	(6) Timers for Competitions		\$ -	\$ -
	(6) Stack Mats		\$ -	\$ -
	Carrying Case for Cups, Timers and Stack Mats		\$ -	\$ -
	*Included is a Free 1 Hour Training		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Mail, Fax or E-mail this quote to: Sandy Spin Slade, Inc./DBA Skillastics PO Box 1513, Corona, CA 92878 (951) 279-3476 • Fax: (951) 279-3957 • Toll Free (888) 842-7746 E-mail: sblair@sandyspinslade.com			Product Cost	\$ 149,094.00
			Shipping & Handling	\$ 17,891.30
			Applicable Taxes (7.75%)	\$ 11,554.80
			Total Delivered Cost	\$ 178,540.10
Pricing valid for 90 Days				



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2422

Agenda #: K.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Community Services

SUBJECT:

Approve the purchase ZTag curriculum to be delivered at Fontana Expanded Learning Program's school sites.

RECOMMENDATION:

1. Approve purchase of ZTag, an additional component to support academic and physical education development of participants at all sites of the Fontana Expanded Learning Program.
2. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
3. Authorize the Purchasing Division is issue a purchase order for the ZUES v2 curriculum from ZTag.

COUNCIL GOALS:

- Improve public safety by emphasizing community-oriented policing, community involvement, and youth programs.
- Increase citizen involvement by promoting healthy lifestyle opportunities to residents of all ages.

DISCUSSION:

The City of Fontana is currently in an Agreement with the Fontana Unified School District (FUSD) as the Fontana Expanded Program (FELP) Provider. FELP is an After School Education and Safety (ASES) Grant and Expanded Learning Opportunities Program (ELO-P) funded program.

As part of the grant required curriculum components, FELP provides academic support, physical education opportunities and 21st Century Skill lessons to meet the program requirements as well as align with the districts' efforts to support students' academic and physical development.

To support the operating agreement between the City and FUSD, FELP is recommending purchasing ZTag an additional component to support academic and physical education development of participants at all sites of the Fontana Expanded Learning Program. The ZTag curriculum offers a wide-ranging academic support curriculum based on physical activities and specialty programs, in a fun and engaging manner, for a variety of ages and skill levels.

This is a sole source contract as the curriculum is only available through ZTag and meets grant

requirements. Purchasing Policy 3.1.5 allows the purchase when no competitive advantage would be gained from services that are unique and are only available from one source.

FISCAL IMPACT:

The program cost is \$1,488,081.38 and is budgeted in the adopted FY 2023/2024 Community Services Department operating budget in account 38624101.8130. The cost is 100% reimbursable.

MOTION:

Approve the purchase of ZTag curriculum for the Fontana Expanded Learning Program to be used at all FELP program sites.



Quote

ZTAG Quote - 001083

ZTAG

30440 Byfield Rd
Castaic California 91384
U.S.A

Bill To
Fontana City

Quote Date : 08 May 2023

#	Item & Description	Qty	Rate	Amount
1	ZUES v2 ZUES v2 - Command Center with 24 zTagger Pro - with 6 programs (Red Light Green Light, Zombie Survival, Rock Paper Scissor, Pattern Match, Keep Away, Math Match). Includes 1 year complimentary service and software upgrade plan	165.00 pcs	9,300.00	1,534,500.00
Sub Total				1,534,500.00
Discount(10.00%)				(-) 153,450.00
SB (7.75%)				107,031.38
Total				\$1,488,081.38

Notes

With Gratitude,
Stan Liu
Email: stan@ztag.com
Tel Direct: 323-253-2800
Zoom Meeting: <https://calendly.com/sonicsurfer/30min>
Tel: (888) 3GO-ZTAG

Terms & Conditions

ZTAG warrants its products against manufacturing defects for 1 year from purchase date.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2423

Agenda #: L.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Approve an Encroachment Agreement to Construct and Maintain Improvements Beneath the Etiwanda Avenue Overpass

RECOMMENDATION:

Approve and authorize the City Manager to execute an Encroachment Agreement between the City of Fontana and Union Pacific Railroad Company to construct and maintain improvements located beneath the Etiwanda Avenue overpass at the intersection of Etiwanda Avenue and North Loop Road

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:

The Union Pacific Railroad Company is proposing to construct crash walls to provide protection for the piers supporting the Etiwanda Avenue overpass, together with minor grading improvements to support a portion of the railroad track bed. These improvements are located beneath the Etiwanda Avenue overpass at the intersection of Etiwanda Avenue and North Loop Road. The proposed improvements encroach onto City right-of-way and this agreement will allow Union Pacific Railroad Company to encroach onto City right-of-way for the installation and maintenance of the improvements. Under the terms of this agreement, Union Pacific Railroad Company agrees to maintain, repair, and replace all improvements as necessary.

FISCAL IMPACT:

Union Pacific Railroad Company will assume responsibility for all proposed improvements, therefore there is no impact to City resources at this time.

MOTION:

Approve staff recommendation.

RECORDING REQUESTED BY:

City Clerk
City of Fontana

WHEN RECORDED MAIL TO:

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: City Clerk

(Space above for Recorder's Use)
Exempt from Recording Fees per Gov. Code §§ 6103, 27383

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“AGREEMENT”) is issued by the CITY OF FONTANA, a California municipal corporation and general law city (“CITY”), to UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (“PERMITTEE”). CITY and PERMITTEE are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. CITY holds a public right-of-way (“PUBLIC RIGHT-OF-WAY”) on, over, under and across certain real property in the City of Fontana, County of San Bernardino, State of California, more particularly described in Exhibit A and depicted on Exhibit B, which are attached hereto and incorporated herein by reference, with respect to the highway overpass known as Etiwanda Avenue (the “OVERPASS”).

B. PERMITTEE has applied for an encroachment permit from CITY in connection with PERMITTEE’S construction of a project on PERMITTEE’S right-of-way adjacent to the PUBLIC RIGHT-OF-WAY.

C. PERMITTEE desires to construct and maintain a crash wall on a portion of the PUBLIC RIGHT-OF-WAY to provide protection for the piers supporting the OVERPASS, together with minor grading improvements to support a portion of PERMITTEE’S track bed.

D. PERMITTEE has requested that CITY enter into this AGREEMENT, whereby PERMITTEE would be authorized to install, maintain, repair and replace certain improvements on, over, under and across the PUBLIC RIGHT-OF-WAY.

E. CITY agrees to provide to PERMITTEE the right to encroach upon the PUBLIC RIGHT-OF-WAY for the installation and maintenance of certain improvements on, over, under and across the PUBLIC RIGHT-OF-WAY, subject to the terms and conditions contained herein.

AGREEMENT

1. Grant of Encroachment. CITY hereby grants to PERMITTEE a right of encroachment upon the PUBLIC RIGHT-OF-WAY for the purpose of constructing, installing, maintaining, repairing, replacing and operating the IMPROVEMENTS (defined below), subject to the limitations set forth in this AGREEMENT and PERMITTEE'S fulfillment and ongoing compliance with the terms and conditions set forth herein. The installation and maintenance of, and any use of, the IMPROVEMENTS shall be subordinate to any use and operations which CITY may conduct during the effective period of this AGREEMENT, and PERMITTEE shall not cause any unreasonable delay or interference with CITY'S access to the PUBLIC RIGHT-OF-WAY. PERMITTEE shall not interfere with the operations of CITY on the PUBLIC RIGHT-OF-WAY, whether or not such interference is considered material.

2. Authorized Improvements. The improvements authorized to be installed pursuant to this AGREEMENT are limited to elements of a crash wall to provide protection for the piers supporting the OVERPASS, together with minor grading improvements to support a portion of PERMITTEE'S track bed (the "IMPROVEMENTS"), in the PUBLIC RIGHT-OF-WAY, as more particularly described and depicted in Exhibits A and B. The right of PERMITTEE to install, maintain, repair, replace and use the IMPROVEMENTS is subject to the following limitations, and conditioned upon PERMITTEE implementing the following protective measures and physical construction standards in connection with the IMPROVEMENTS:

a. Final design drawings and plans for the IMPROVEMENTS, as approved by CITY and PERMITTEE, are attached hereto as Exhibit C and incorporated herein by reference and considered a material part of this AGREEMENT. PERMITTEE shall construct, install, operate and maintain the IMPROVEMENTS in strict compliance with the approved final design drawings and plans, and no changes or deviations therefrom shall be permitted without PERMITTEE first obtaining the prior written consent of CITY, which may be granted or denied in CITY'S sole discretion. The issuance of building and encroachment permits by CITY for any changes and modifications shall be presumed to constitute consent of such changes and modifications under this AGREEMENT.

b. A schedule of construction activities within the PUBLIC RIGHT-OF-WAY shall be provided to and approved by CITY prior to the commencement of any construction work within the PUBLIC RIGHT-OF-WAY. No heavy equipment shall be operated within or traverse the PUBLIC RIGHT-OF-WAY, when there is less than 24 inches of soil over any existing public improvements. No vibratory compaction will be allowed within the PUBLIC RIGHT-OF-WAY unless approved in writing by CITY. All IMPROVEMENTS shall be open and subject to inspection by CITY, and PERMITTEE shall give notice and allow CITY to inspect any underground improvements prior to backfilling. PERMITTEE shall provide CITY with "as-built" drawings of the IMPROVEMENTS within thirty (30) days of completion of the construction activities.

c. PERMITTEE shall reimburse CITY for any and all expenses incurred by CITY for work, if any, to support or protect the PUBLIC RIGHT-OF-WAY within thirty (30) days

after receiving written demand and a statement from CITY detailing such costs. If PERMITTEE fails to perform the necessary work to support or protect the PUBLIC RIGHT-OF-WAY within thirty (30) days after receiving written notice from CITY, or if CITY must immediately perform such work in the event of an emergency or if otherwise legally mandated to do so, CITY may proceed with performing such work at the sole expense of PERMITTEE. PERMITTEE shall thereafter reimburse CITY within thirty (30) days after receiving written demand and an itemized statement from CITY detailing the costs incurred for such work.

d. PERMITTEE shall be required to obtain all other necessary and required licenses, permits and authorizations from any governmental agency with jurisdiction over the IMPROVEMENTS and to pay all fees and charges associated therewith, prior to commencing any work on the IMPROVEMENTS. This AGREEMENT does not constitute, nor grant, permission to use or occupy any property or portion thereof, not belonging to, or under the control of CITY. Permission to use or occupy such property must be obtained from the owner or controller of the property, separate from and in addition to this AGREEMENT.

e. PERMITTEE shall not alter, replace, or otherwise change the IMPROVEMENTS without complying with the terms of this Section 2.

3. No Grant of Property Interest. This AGREEMENT is not a grant by CITY of any property or ownership interest, but is made subject and subordinate to the prior and continuing right of CITY to use all of the PUBLIC RIGHT-OF-WAY including, but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electrical and telephone wires, cable television, telecommunications facilities and other utility and municipal uses, as applicable, together with appurtenances thereof and with right of ingress and egress, along, over, across and on said PUBLIC RIGHT-OF-WAY.

4. Construction and Operation. PERMITTEE shall construct, operate, maintain and repair the IMPROVEMENTS so as not to endanger or interfere with any improvements that CITY makes or to otherwise interfere in any manner with the PUBLIC RIGHT-OF-WAY or legal rights of any property owner or to unnecessarily hinder or obstruct pedestrian or vehicular traffic within any portion of the PUBLIC RIGHT-OF-WAY. PERMITTEE shall not place facilities, equipment or fixtures where they will interfere with any gas, electric, telephone, telecommunications, water, sewer or other utility facilities, as applicable, or obstruct or hinder in any manner such entity's use of any PUBLIC RIGHT-OF-WAY, and shall provide the minimum distance or separation for any sewer, storm, water, electrical and gas lines as required by all applicable codes and regulations.

5. Repair of Damage. Any damage caused directly or indirectly by PERMITTEE to the PUBLIC RIGHT-OF-WAY or to CITY'S improvements therein or other property shall be repaired by CITY, at PERMITTEE'S sole cost and expense, or if authorized by CITY may be repaired by PERMITTEE at its sole cost and expense. If CITY elects to perform the repair work itself, PERMITTEE shall reimburse CITY for the full costs of the repair work within thirty (30) days after receiving a written demand and itemized statement from CITY detailing such costs. In the event payment is not made within said thirty (30) day period, said payment shall accrue interest at a rate of ten percent (10%) per annum from the end of said thirty (30) day period until paid in full.

6. Relocation or Abandonment of Improvements.

a. Emergency Relocation. In the event of an emergency, or where the IMPROVEMENTS create or are contributing to an imminent danger to health, safety or property, CITY may remove, relay or relocate any or all parts of the IMPROVEMENTS with prior notice to PERMITTEE'S Response Management Communications Center at (888) 877-7267. Except for instances where a coordinated response by CITY and PERMITTEE is necessary, the aforementioned notice requirement shall not impede or prevent the CITY from removing, relaying, or relocating any or all parts of the IMPROVEMENTS in emergency circumstances where immediate action is required and, in any such event, notice of CITY's actions shall be communicated by CITY to PERMITTEE'S Response Management Communications Center as soon thereafter as conditions may reasonably and safely allow. PERMITTEE shall be responsible for all costs reasonably incurred in connection with such emergency relocation. The term "emergency" shall be defined in accordance with California law and in general, shall be considered as an unforeseen circumstance which calls for immediate action.

b. Permanent Relocation. PERMITTEE shall permanently remove or relocate, without cost or expense to CITY, the IMPROVEMENTS or any portion thereof installed, used and maintained under this AGREEMENT if and when made necessary by any lawful change of grade, alignment or width of the PUBLIC RIGHT-OF-WAY, including the construction, maintenance or operation of any other CITY underground or aboveground facilities. In the event all or any portion of the PUBLIC RIGHT-OF-WAY occupied by the IMPROVEMENTS shall be needed by CITY for governmental purposes or in the event the existence of the IMPROVEMENTS shall be considered detrimental to governmental activities, including but not limited to, interference with CITY construction projects, or is in conflict vertically and/or horizontally with any proposed CITY installation, PERMITTEE shall, following direction from the City Engineer, remove and relocate the IMPROVEMENTS or applicable portion thereof, to such other location or locations on said PUBLIC RIGHT-OF-WAY as may be designated by CITY. Said removal or relocation shall be completed within ninety (90) days of written notification by CITY; provided PERMITTEE can timely obtain any necessary permits from CITY. In the event the IMPROVEMENTS or applicable portion thereof are not removed or relocated within ninety (90) days after said notification, CITY may cause the same to be done at the sole expense of PERMITTEE.

c. Repair of Public Right-of-Way. When removal or relocation is required under this AGREEMENT, PERMITTEE shall, after the removal or relocation of the IMPROVEMENTS, at its own cost, repair and return the PUBLIC RIGHT-OF-WAY, or public utility or service easements on which the facilities were located, to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by CITY, according to its standard practice. Should PERMITTEE remove the IMPROVEMENTS from the PUBLIC RIGHT-OF-WAY, PERMITTEE shall, within ten (10) days after such removal, give notice thereof to CITY specifying the portion of the PUBLIC RIGHT-OF-WAY affected and the location thereof, as well as the date of removal. Before proceeding with removal or relocation work, PERMITTEE shall obtain and CITY shall issue an excavation permit from the CITY.

d. Abandonment of Improvements. If any portions of the IMPROVEMENTS covered under this AGREEMENT are no longer used by PERMITTEE, or are abandoned for a period in excess of one (1) year, PERMITTEE shall notify CITY and shall either promptly vacate and remove the facilities at PERMITTEE'S own expense or, at CITY'S sole discretion, may abandon some or all of the IMPROVEMENTS in place.

7. Waiver and Release. PERMITTEE, in perpetuity, expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies PERMITTEE may now or hereafter have against CITY, and its officials, officers, employees, and agents, whether known or unknown, with respect to liability for any damage to or loss, upon, above, beneath, or across the PUBLIC RIGHT-OF-WAY pursuant to this AGREEMENT unless such damage or loss is caused by the sole active negligence or willful misconduct of CITY. As a material part of CITY'S decision to issue this AGREEMENT, PERMITTEE hereby assumes all risk of damage to the IMPROVEMENTS in or upon the PUBLIC RIGHT-OF-WAY arising from any cause attributable to CITY'S exercising its rights hereunder, and PERMITTEE hereby waives all claims in respect thereto against CITY, except if caused by the sole active negligence or willful misconduct of CITY.

PERMITTEE HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, PERMITTEE HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

PERMITTEE'S Initials: _____

The waivers and releases by PERMITTEE contained herein shall survive the term of this AGREEMENT and shall be binding upon the assignees, transferees, and successors in interest of PERMITTEE.

8. Recovery of Costs for Enforcement of Agreement. The terms of this AGREEMENT may be enforced by CITY or its successors or assigns. In the event of any controversy, claim or dispute relating to this AGREEMENT, or the breach thereof, the prevailing party shall be entitled to recover from the other Party reasonable expenses, attorneys' fees and costs.

9. Hazardous Materials Use.

a. PERMITTEE covenants that it will not handle or transport Hazardous Materials on, over or across the IMPROVEMENTS or the PUBLIC RIGHT-OF-WAY. As used in this AGREEMENT, the term "Hazardous Materials" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation

Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as “the State Toxic Substances Law”); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

In the event the IMPROVEMENTS are now or in the future used in the handling or transporting of Hazardous Materials, PERMITTEE agrees to fully comply with all applicable federal, state, and local laws, rules, regulations, orders, decisions and ordinances (hereinafter referred to as “Hazardous Materials Standards”) concerning Hazardous Materials. PERMITTEE further agrees that at CITY’S request it will furnish CITY with proof, satisfactory to CITY, that PERMITTEE is in compliance with all such laws, rules, regulations, orders, decisions and ordinances.

b. Notwithstanding anything else contained in this AGREEMENT and to the fullest extent permitted by law, in case of a breach of the obligations contained in this Section 9, PERMITTEE agrees to assume liability for and to save, indemnify, defend and hold harmless CITY from and against any and all injuries to any person, including wrongful death, and damage to property, including without limitation, property of CITY and PERMITTEE, and all related expenses, including without limitation reasonable attorneys’ fees, investigators’ fees, litigation expenses, and mitigation costs resulting in whole or in part from PERMITTEE’S failure to comply with any Hazardous Materials Standards issued by any governmental authority concerning Hazardous Materials. PERMITTEE, at its cost, shall assume the defense of all claims, in accordance with Section 13 hereof. PERMITTEE agrees to reimburse CITY for all reasonable costs of any kind incurred as a result of the PERMITTEE’S failure to comply with this Section, including, but not limited to, judicial or administrative fines, penalties, clean-up and disposal costs, and reasonable legal costs incurred as a result of PERMITTEE’S handling, transporting, or disposing of Hazardous Materials on, over, or across the IMPROVEMENTS and PUBLIC RIGHT-OF-WAY.

10. Standards. PERMITTEE shall comply with all statutes, ordinances, rules, regulations, orders and decisions (hereinafter referred to as “Standards”) issued by any federal, state or local governmental body or agency established thereby relating to PERMITTEE’S use of the IMPROVEMENTS and PUBLIC RIGHT-OF-WAY hereunder. In its use of the IMPROVEMENTS

and PUBLIC RIGHT-OF-WAY, PERMITTEE shall at all times be in full compliance with all Standards, present or future, including, but not limited to, Standards concerning air quality, water quality, noise, and Hazardous Materials. In the event PERMITTEE fails to be in full compliance with Standards, CITY may, but shall not be obligated to, after giving notice of the failure to PERMITTEE, and if PERMITTEE, within thirty (30) days of such notice, fails to correct such non-compliance, or if such non-compliance is not capable of cure within thirty (30) days then promptly commences and diligently performs such appropriate corrective measures, take whatever action it determines in its sole discretion to be necessary to protect the public improvements, PUBLIC RIGHT-OF-WAY, and other adjacent property. PERMITTEE shall reimburse CITY for all reasonable costs (including but not limited to, consulting, engineering, clean-up and disposal, and reasonable legal costs) incurred by CITY as a result of PERMITTEE'S failure to comply with such Standards, and also such reasonable costs incurred by CITY in abating a violation of such Standards, protecting against a threatened violation of such Standards, defending any claim of violation of such Standards in any proceeding before any agency or court, and paying any fines or penalties imposed for such violations. PERMITTEE shall, to the extent permitted by law, assume liability for and shall save and hold harmless CITY from any claim of a violation of the Standards regardless of the nature thereof or the agency or person asserting such claim, which results from PERMITTEE'S use of the IMPROVEMENTS and PUBLIC RIGHT-OF-WAY; provided, however, that the foregoing shall not apply to the extent of CITY'S negligence or willful misconduct. PERMITTEE, at its cost, shall assume the defense of all such claims.

11. Tests and Inspections. CITY shall have the right at any time to inspect the IMPROVEMENTS, PUBLIC RIGHT-OF-WAY, and public improvements so as to monitor compliance with this AGREEMENT. If, in CITY'S sole judgment, any installation, use, or condition of the IMPROVEMENTS may have an adverse effect on the public improvements, PUBLIC RIGHT-OF-WAY, or CITY'S operations, CITY shall be permitted to, at its sole cost and expense, conduct any tests or assessments, including but not limited to environmental assessments, of or on the PUBLIC RIGHT-OF-WAY and public improvements, as it determines to be necessary or useful to evaluate the condition of the PUBLIC RIGHT-OF-WAY and public improvements. PERMITTEE shall cooperate with CITY in any tests or inspections deemed necessary by CITY. PERMITTEE shall pay or reimburse CITY, as appropriate, for all reasonable costs and expenses incurred due to any necessary corrective work and inspections thereafter within thirty (30) days of a request for payment and a statement detailing such costs and expenses.

12. Insurance.

a. Types; Amounts. PERMITTEE shall obtain, and shall require any subcontractor to obtain, insurance in the amounts described below unless specifically altered or waived by CITY ("Required Insurance") prior to performing any work authorized by this AGREEMENT. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this License or be no less than two times the specified occurrence limit; however, the aggregate limit may be satisfied through the use of a primary general liability policy and umbrella / excess liability policy(ies).

- (i) *General Liability Insurance.* PERMITTEE shall maintain 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, with such limits being able to be satisfied through the use of a primary general liability policy and umbrella / excess liability policy(ies). The general liability insurance policy must include coverage for the following:

- (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (6) Contractual Liability with respect to this AGREEMENT
 - (7) Broad Form Property Damage
 - (8) Independent Contractor Coverage
- (ii) *Business Automobile Liability Insurance.* PERMITTEE shall maintain business automobile liability insurance with an each accident limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, which shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) *“All Risk” Property Insurance.* PERMITTEE shall maintain a policy of property insurance for perils usual to a standard “all risk” insurance policy on all its IMPROVEMENTS or alterations in or on the PUBLIC RIGHT-OF-WAY, with limits equal to the value of all such IMPROVEMENTS or alterations.

b. General Provisions. The general liability insurance policy and the business automobile liability insurance policy shall (1) name CITY, its officials, officers, employees and agents as additional insureds; (2) be endorsed to waive subrogation against CITY, its officials, officers, employees and agents as additional insureds; and (3) be primary and non-contributory. All Required Insurance herein shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of protection provided to CITY, its officials, officers, employees and agents.

c. Certificates; Insurer Rating; Cancellation Notice. Prior to conducting any work in the PUBLIC RIGHT-OF-WAY, PERMITTEE shall furnish to CITY properly executed certificates of insurance which evidence all Required Insurance. PERMITTEE shall maintain the Required Insurance at all times while this AGREEMENT is in effect, and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be

endorsed to provide the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to CITY. Unless approved in writing by CITY, PERMITTEE shall place the Required Insurance with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-:VII.

d. Waiver of Subrogation. PERMITTEE releases CITY, its officials, officers, employees and agents from any claims for damage or harm to any person, the PUBLIC RIGHT-OF-WAY, or the IMPROVEMENTS, caused by, or which result from, risks insured under any insurance policy carried by PERMITTEE at the time of such damage or harm. PERMITTEE shall cause each insurance policy required herein to provide a waiver of subrogation in favor of CITY, its officials, officers, employees and agents.

e. Umbrella or Excess Insurance. If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be “pay on behalf,” with defense costs payable in addition to policy limits. PERMITTEE shall provide a “follow form” endorsement or schedule of underlying coverage satisfactory to the CITY indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

f. Right to Self-Insure. PERMITTEE shall have the right and, by execution of this AGREEMENT and until PERMITTEE notifies CITY otherwise in writing, hereby elects to self-insure its risks under this AGREEMENT. PERMITTEE’s election to self-insure shall satisfy the requirements of this Section 12; provided, however, that PERMITTEE shall be liable for all claims and damages which would otherwise have been insured against pursuant to this Section 12 with respect to the insurance types and limits specified herein as if third party policies were in effect.

13. Indemnity. PERMITTEE hereby agrees to defend, indemnify and hold CITY and its officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of PERMITTEE, its partners, affiliates, agents, officials, officers or employees in performance of this AGREEMENT, use of the PUBLIC RIGHT-OF-WAY, or the construction, use, or operation of the IMPROVEMENTS. PERMITTEE shall further defend, indemnify and hold harmless the CITY and its officials, officers, agents and employees from all claims, demands, lawsuits, writs of mandamus, and other actions or proceedings (brought against the CITY or its departments, commissions, agents, officers, officials, or employees to challenge, attack seek to modify, set aside, void or annul any CITY decision made in connection with this AGREEMENT or PERMITTEE’S use of the PUBLIC RIGHT-OF-WAY. PERMITTEE shall defend, with counsel of CITY’S choosing and at PERMITTEE’S sole expense, any and all aforesaid suits, actions or proceedings, legal or affirmative, that may be brought or instituted against CITY, its officials, officers, agents or employees. PERMITTEE shall pay and satisfy any judgment, award or decree that may be rendered against CITY, its officials, officers, agents or employees with respect to the IMPROVEMENTS or PERMITTEES use of the PUBLIC RIGHT-OF-WAY pursuant to the terms of this AGREEMENT. PERMITTEE shall reimburse such parties for any and all legal expenses and costs incurred by one or all of them in connection with this AGREEMENT or the

indemnity herein provided. PERMITTEE'S obligation shall survive termination or expiration of this AGREEMENT, and shall not be restricted to insurance proceeds, if any, received by CITY or its officials, officers, agents or employees.

14. Covenant Running With Land. This AGREEMENT shall be deemed a covenant running with the real property comprising the PUBLIC RIGHT-OF-WAY. All of the covenants, obligations, and provisions of this AGREEMENT shall be binding upon and inure to the benefit of successors, legal representatives and assigns of the Parties. Every person who now or hereafter owns or acquires any right, title, or interest in and to any portion of the PUBLIC RIGHT-OF-WAY shall be conclusively deemed to have notice of this AGREEMENT, whether or not reference to this AGREEMENT is contained in the instrument by which such person acquires an interest in the PUBLIC RIGHT-OF-WAY. Therefore, each and every contract, deed or other instrument hereinafter executed, covering or conveying the PUBLIC RIGHT-OF-WAY shall conclusively be deemed to have been executed, delivered and accepted subject to this AGREEMENT.

15. Revocation. If any material breach of this AGREEMENT remains uncured by PERMITTEE for thirty (30) days following written notice by CITY (or such shorter period as emergency circumstances may require), CITY may revoke this AGREEMENT and associated encroachment permit by giving PERMITTEE thirty (30) days prior written notice of the CITY'S intention to revoke the AGREEMENT and associated encroachment permit.

16. Miscellaneous.

a. Amendments. The provisions of this AGREEMENT may be amended by mutual written consent of both Parties.

b. Notices. All notices permitted or required under this AGREEMENT shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

PERMITTEE: Union Pacific Railroad Company
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179
Attn: Kris Anderson, Manager – Acquisitions

With a copy to:

Union Pacific Railroad Company
1400 Douglas Street, Mail Stop 1580
Omaha, Nebraska 68179
Attn: Colby Rinker – Counsel

CITY: City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: City Manager

Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

c. Entire Understanding. This AGREEMENT constitutes the entire understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein.

d. Invalidity. If any provision of this AGREEMENT is invalid or unenforceable with respect to any Party, the remainder of this AGREEMENT or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

e. Successors and Assigns. This AGREEMENT shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

f. No Third Party Beneficiaries. This AGREEMENT shall not be construed to create any third party beneficiaries. This AGREEMENT is for the sole benefit of the Parties, and their permitted successors, transferees, and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this AGREEMENT or any of its terms.

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

h. Exhibits. All exhibits attached hereto form material parts of this AGREEMENT.

17. Possessory Interest. In accordance with Revenue and Taxation Code Section 107.6, this AGREEMENT may create a possessory interest subject to personal property taxation for which PERMITTEE shall be responsible.

18. Effective Date. The Parties hereby agree that the effective date of this AGREEMENT, and the effective date for all obligations of the Parties hereunder, shall be the date on which this AGREEMENT has been fully executed by both Parties.

**SIGNATURE PAGE TO
ENCROACHMENT AGREEMENT
BETWEEN
CITY OF FONTANA
AND PERMITTEE**

IN WITNESS WHEREOF, this AGREEMENT and the Encroachment Permit granted hereby have been duly issued by CITY on the date of execution last set forth below.

CITY OF FONTANA,
a California municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

PERMITTEE:

UNION PACIFIC RAILROAD COMPANY, a
Delaware corporation

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A & B
LEGAL DESCRIPTION AND MAP OF PUBLIC RIGHT-OF-WAY

[SEE ATTACHED]

EXHIBIT "A"

LEGAL DESCRIPTION

BEING 0.02 ACRE TRACT OF LAND, LYING AND BEING SITUATED IN SECTION 21, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE MERIDIAN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL JULY 25, 1856, AND SHOWN AS THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY ON SHEET NO. 6, TRACT NO. 2244, AS PER MAP RECORDED NOVEMBER 5, 1934, IN BOOK 35, PAGES 50 TO 56, INCLUSIVE, RECORDS OF SAID COUNTY, AND A PORTION OF THAT LAND DESCRIBED IN DEED RECORDED MARCH 30, 1965, IN BOOK 6359, PAGE 906 (PARCEL 1), RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID TRACT OF LAND (PARCEL 1) DESCRIBED IN BOOK 6359, PAGE 906, WITH THE WEST LINE OF SAID SECTION 21, SAID WEST LINE OF SECTION 21 HAVING AN ASSUMED BEARING BETWEEN A FOUND 2" BRASS CAP FOR THE WEST QUARTER CORNER OF SAID SECTION AND A FOUND CHISELED "X" MARK FOR THE INTERSECTION OF SAID WEST LINE WITH THE CENTERLINE OF THE UNION PACIFIC RAILROAD (FORMERLY SOUTHERN PACIFIC RAILROAD) AS SAID CENTERLINE IS SHOWN ON AFORESAID MAP IN BOOK 35, PAGES 50 TO 56, SAID ASSUMED BEARING IS MEASURED N00°08'22"E WITH ALL BEARINGS HEREIN RELATIVE THERETO, SAME POINT BEING ON THE NORTHERN RIGHT OF WAY LINE OF SAID UNION PACIFIC RAILROAD (FORMERLY SOUTHERN PACIFIC RAILROAD);

THENCE ALONG SAID WEST LINE OF SECTION 21 N00°08'22"E, A DISTANCE OF 9.06 FEET TO A POINT;

THENCE OVER AND ACROSS SAID TRACT OF LAND (PARCEL 1) DESCRIBED IN BOOK 6359, PAGE 906 THE FOLLOWING (6) SIX COURSES:

- (1) N88°04'31"E, A DISTANCE OF 40.17 FEET TO A POINT;
- (2) S01°55'29"E, A DISTANCE OF 3.49 FEET TO A POINT;
- (3) N88°04'31"E, A DISTANCE OF 21.61 FEET TO A POINT;
- (4) N87°52'58"E, A DISTANCE OF 49.46 FEET TO A POINT;
- (5) N87°38'54"E, A DISTANCE OF 8.11 FEET TO A POINT;
- (6) N88°24'41"E, A DISTANCE OF 34.48 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 1, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF AFOREMENTIONED UNION PACIFIC RAILROAD (FORMERLY SOUTHERN PACIFIC RAILROAD);

THENCE ALONG THE COMMON LINE BEING THE SAID SOUTH LINE OF PARCEL 1 AND SAID NORTH RIGHT OF WAY LINE S82°39'16"W, A DISTANCE OF 58.93 FEET TO A POINT;

THENCE CONTINUING ALONG SAID COMMON LINE S88°03'54"W, A DISTANCE OF 95.49 FEET TO THE **POINT OF BEGINNING**.

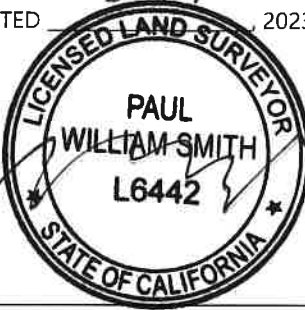
CONTAINING 0.02 ACRE, OR 842 SQUARE FEET, MORE OR LESS.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

PREPARED (REVISION 1): APRIL 13, 2023

DATED 5-19, 2023



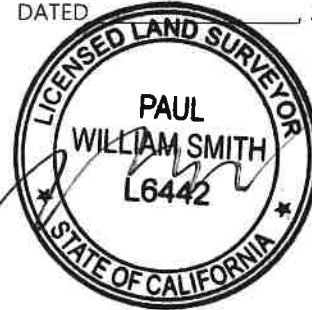
PAUL WILLIAM SMITH LS 6442

EXHIBIT "B"

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

PREPARED (REVISION 1): APRIL 13, 2023

DATED 5-19, 2023



PAUL WILLIAM SMITH LS 6442

E/4 COR. SEC. 20 / W/4 COR. SEC. 21
FOUND 2" BRASS CAP STAMPED
"T1S R6W S20 | S21 S.B.CO.2018 SURV."
(ACCEPTED IN LIEU OF RECORD CAP)

0 30 60

(IN FEET)

1 INCH = 30 FEET

I - 15

SECTION 20, T1S, R6W
(ONTARIO CITY LIMIT)

(FONTANA CITY LIMIT)
SECTION 21, T1S, R6W



BASIS OF BEARINGS

N00°08'22"E

(BK. 6359, PG. 906 O.R.)

90.06' (C)

40.03' (C)

(BK. 6359, PG. 906 O.R.)

SAN BERNARDINO COUNTY
BK. 6359, PG. 906, 3/30/1965
(O.R.) (PARCEL 1)

NORTH LINE OF THE SOUTH 40 FEET OF
LAND TO CALIFORNIA EDISON COMPANY,
INSTRUMENT # 310, BK. 3171, PG. 219,
RECORDED 5/19/1953 (O.R.)

120.03' (C) (BK. 6359, PG. 906 O.R.)

100' BK. 3171, PG. 219,
INSTRUMENT # 310,
RECORDED 5/19/1953 (O.R.)

ASPHALT
STREET / DRIVE

S01°55'29"E

3.49'

N88°04'31"E

21.61'

N87°38'54"E

8.11'

N88°24'41"E

34.48'

N00°08'22"E

9.06'

N88°04'31"E

40.17'

N87°52'58"E

49.46'

S88°03'54"W 95.49'

S82°39'16"W

UPRR ROW

P.O.B.

SUBJECT PARCEL
0.02 ACRE ± OR
842 SQ. FT. ±

UNION PACIFIC RAILROAD
BOOK O, PAGE 176-178 (D.R.)
(VARIABLE WIDTH ROW)

FOUND CHISELED "X" ON ISLAND PER EASEMENT
INSTRUMENT DOC. # 2017-0099894, RECORDED
3/08/2017 (O.R.) (CITY INDEX NO. 5686)
(SET DISK STAMPED "LS 6442")

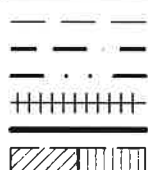
10' ESMT.
INST. #
98-0125685

SAN BERNARDINO COUNTY
BK. 6365, PG. 246-252 (O.R.)

UPRR ROW

INTERSTATE - 15
(BRIDGE OVERPASS)

LEGEND



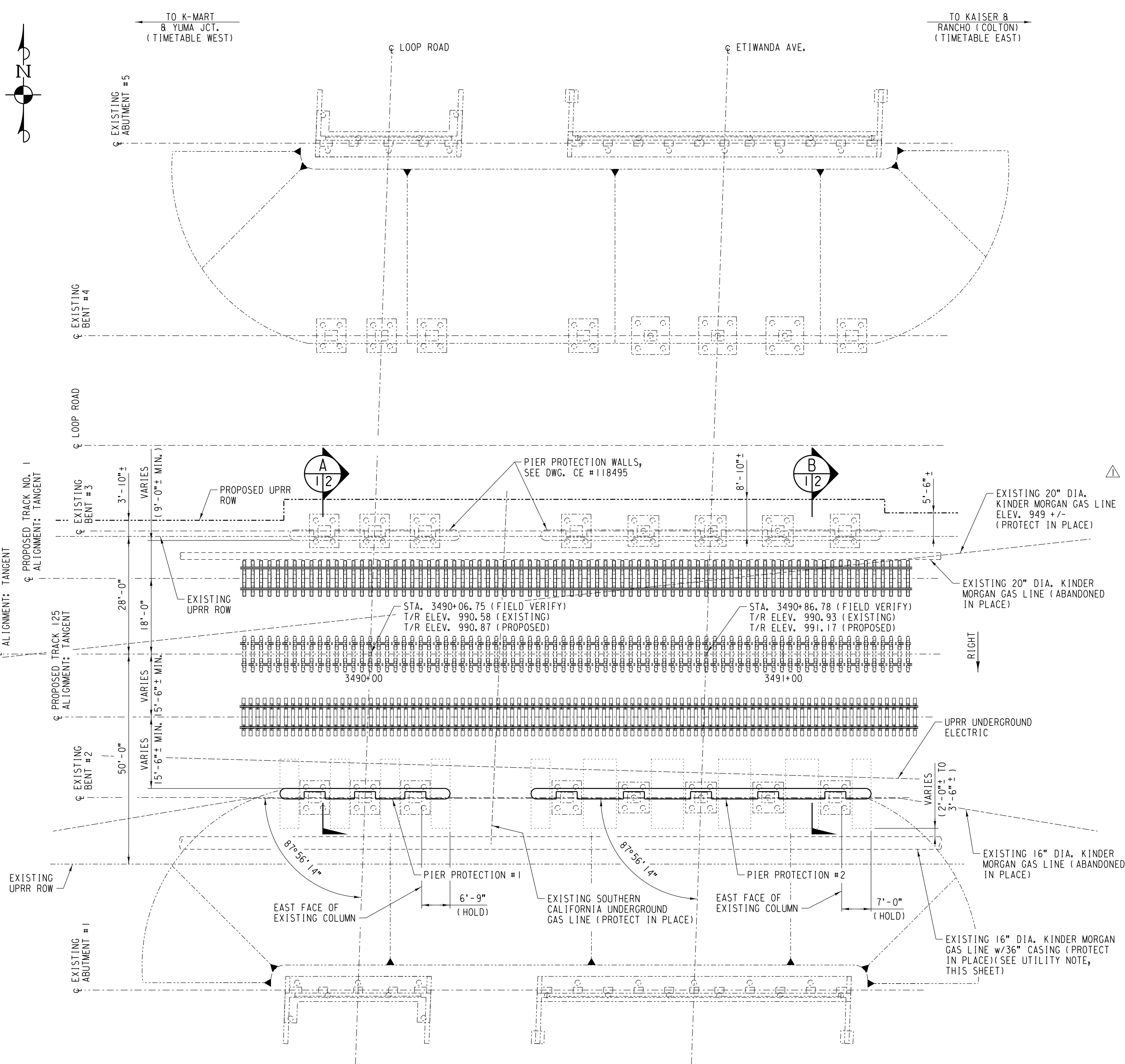
EASEMENT LINE
APPROX. CITY LIMIT LINE
RIGHT-OF-WAY LINE
CENTERLINE RAILROAD TRACKS
SUBJECT PARCEL BOUNDARY
EASEMENT / CONVEYANCE AREA

○ CALCULATED CORNER - NOTHING
FOUND OR SET
(O.R.) OFFICIAL RECORDS
(D.R.) DEED RECORDS
(C) CALCULATED
P.O.B. POINT OF BEGINNING

EXHIBIT C
APPROVED FINAL DESIGN DRAWINGS AND PLANS FOR THE IMPROVEMENTS

[SEE ATTACHED]

349



PLAN - CONCRETE PIER PROTECTION
SCALE: 1"=15'

UTILITY NOTE:
LOCATION OF UTILITY LINES SHOWN IS
AN APPROXIMATION ONLY BASED ON PIPELINE
AS-BUILTS (REF. 3). CONTRACTOR TO
VERIFY LOCATION PRIOR TO CONSTRUCTION.

DRAWING SCHEDULE				
THIS SET	SHEET NO.	DESCRIPTION		
	1	GENERAL ARRANGEMENT		
	2	TYPICAL SECTIONS		
	3	CONCRETE PIER PROTECTION #1 DETAILS (SHEET 1 OF 2)		
	4	CONCRETE PIER PROTECTION #1 DETAILS (SHEET 2 OF 2)		
	5	CONCRETE PIER PROTECTION #2 DETAILS (SHEET 1 OF 3)		
	6	CONCRETE PIER PROTECTION #2 DETAILS (SHEET 2 OF 3)		
	7	CONCRETE PIER PROTECTION #2 DETAILS (SHEET 3 OF 3)		
REF.	NO.	DWG. NO.	SHEET NO.	REV. NO.
	1	-	P014 OF P035	-
	2	C-503-11	1-10	-
	3	6518B	-	-
TRACK PLAN AND TOP OF RAIL PROFILE, GUASTI TO SIERRA, CALIFORNIA, ALHAMBRA SUBDIVISION, MP. 523.45 TO 532.38, CONSTRUCT SECOND MAINLINE, DATED AUGUST 13, 2019				
SAN BERNARDINO COUNTY, WEST KAISER & SERVICE ROAD OVERHEAD, BRIDGE NO. 54C-93, 1963				
SLPP L.P., PIPELINE RELOCATION AND PROTECTION AS-BUILTS, DATED 2019				

BILL OF MATERIAL				
REQ'D	UNIT	DESCRIPTION		ORDERED BY
247	CU. YD.	4000 PSI CONCRETE - 80.1 CU. YD. PIER PROTECTION NO. 1 AND 166.6 CU. YD. PIER PROTECTION #2 (PER SPECIFICATIONS, SHEET NO. 4 AND DETAILS, SHEET NOS. 3 THRU 7)		CONTRACTOR
1	LOT	REINFORCING STEEL FOR PIER PROTECTION #1 (PER SPECIFICATIONS, SHEET NO. 4 AND SCHEDULE, SHEET NO. 3)		↓
1	LOT	REINFORCING STEEL FOR PIER PROTECTION #2 (PER SPECIFICATIONS, SHEET NO. 4 AND SCHEDULE, SHEET NO. 6)		
1	LOT	VOID FORM, MINIMUM COMPRESSION AFTER SATURATION = 95%		
1	LOT	MATERIAL FOR UTILITY LINE PROTECTION		

GENERAL NOTES

- All work requirements shown on these drawings and not otherwise detailed shall be accomplished as specified in Union Pacific Railroad Specifications and the most current American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering. In the event of conflict between specifications, the more restrictive will apply.
- The cast-in-place concrete pier protection has been designed in accordance with the AREMA Manual, Chapter 8 - Concrete Structures and Foundations and Chapter 9 - Seismic Design for Railway Structures.
- Construction means and methods shall comply with the All Permits Issued (API) package.
- Seismic design forces for pier protection are in accordance with AREMA Seismic Design Criteria for a peak rock acceleration of 1.5g.
- All information shown on these plans regarding location of the existing and proposed track, existing bridge and existing ground elevations is based on information provided by UPRR including track plans, existing overhead bridge plans and a survey performed by HDR Engineering, Inc. dated 06/28/06.
- Contractor shall perform excavation as required for construction of the new structure and replace the areas removed and disturbed in the course of construction to a condition equal to or better than existing.
- The existing overheads at Etiwanda Ave. and Loop Road, Bridge No. 54C-93, are to remain in service during and after the construction of the pier protection. Contractor to contact City of Ontario to arrange for temporary closures if necessary. Contact: City of Ontario Engineering Department (909) 395-2025
- The existing mainline track and siding track are to remain in service during construction of the proposed pier protection.
- These drawings to be worked with UPRR Track Profile and Grading Plan (Ref. 1).
- Rail Stationing is based on centerline of existing Etiwanda Ave. Overhead, Bridge no. 54C-93, Sta. 3490+86.78 at centerline of existing mainline track.
- Elevation Datum: NAVD88 Top of Rail Elevation 990.93 on existing mainline track at centerline of existing Etiwanda Ave. Overhead, Bridge No. 54C-93, Sta. 3490+86.78. For elevations to relate to West Kaiser and Service Road Overhead AS-Built plans (Ref. 2), subtract 1.61' from design elevations.
- Contact the Union Pacific "Call Before You Dig" number 90 days (not less than 60 days) prior to proposed construction start date. Prior to construction, confirm that all necessary relocations have been completed. The CBYD number is: 1-800-336-9193.
- Location of known utilities is approximate. Location shall be verified prior to construction. Notify DigAlert, 1-800-227-2600, at least 48 hours prior to construction.

DIVISION OF RESPONSIBILITY

A. RAILROAD

- Provide and install ballast, ties, rail and OTM for Proposed Track No. 1 and Proposed Track 125.

B. CONTRACTOR

- Coordinate all construction activities with the Railroad.
- Before ordering any material, the Contractor shall make a detailed field inspection of the site verifying all pertinent dimensions and elevations. Any variations in dimensions or elevations from those shown on the plans shall be reported immediately to UPRR Project Manager.
- Modifications to the design drawings shall be approved by the Office of AVP Engineering Design prior to construction.
- Verify the location, relocation, abandonment, and/or temporary support of all utilities affected by the construction of the structure and embankment and coordinate these activities with the appropriate utility companies, agencies and/or authorities. For information on, and relocation of, fiber optic cable, call 1-800-336-9193.
- Apply for and obtain all construction permits necessary to perform the work.
- Provide the Railroad with a detailed construction plan defining the activity, schedule and procedure for each aspect of the work. Construction shall not begin until the construction plan has been approved by the Railroad.
- Bill of material and schedule are provided for information only. Contractor shall be responsible for providing all material, not provided by the Railroad, required to complete the work.

PROPOSED CONSTRUCTION SEQUENCE

- Existing track to remain in service.
- Perform temporary excavation and/or construct temporary shoring as required to construct pier protection. Locate and protect 16" KM gas line.
- Construct pier protection.
- Re-establish embankments to elevations shown on the UPRR track plans, Ref. 1, and as shown on Sheet No. 2.
- Restore area to original condition or better.

POSTCONSTRUCTION COMPLIANCE

Contractor or UPRR Manager in charge of construction to provide to the office of the Director Structures Design as-built drawings confirming that the project was constructed in compliance with the plans and indicating any construction variances.

IN CHARGE OF CONSTRUCTION

DATE

- Provide temporary handrail system as directed by UPRR Manager. Guardrails on Temporary Shoring shall include but not be limited to the following:

The top edge height of the top rail shall be 42 inches plus or minus 3 inches above the walking/working surface.

At least one midrail shall be provided, evenly spaced between walking/working surface and top rail.

Metal or timber posts or uprights shall be spaced at maximum 10 foot intervals.

Entire guardrail system, including anchorages, shall be capable of withstanding without failure, a force of 200 lbs. applied in any outward or downward direction at any point.

Guardrail system shall be surfaced to prevent injuries from punctures and lacerations and prevent snagging of clothing. The ends of top rails and midrails shall not extend past the posts or uprights.

If conditions warrant, i.e. pedestrian traffic/weather, additional protection shall be provided such as screens or mesh to prevent slipping between the midrail and walking/working surface.

- Perform all work not performed by the Railroad.

- Provide all temporary shoring and/or bracing required to support and protect the existing track and bridge structure affected by the work. Provide the Railroad with details, design and procedure for all temporary shoring and/or bracing. All temporary shoring and bracing shall be designed, signed and sealed by a professional engineer registered in the state of California. All temporary shoring and bracing must be approved by the Office of UPRR AVP Engineering Design prior to beginning construction. The requirements in BNSF/UPRR Temporary Shoring Guidelines shall be met, including the provisions on Plan No. 710000, Sheet No. 1.

- Construct cast-in-place reinforced concrete pier protection.

- Perform the required construction in the order described in the proposed construction sequence on this sheet. An alternate construction sequence, if proposed, shall be approved by the Office of AVP Engineering Design prior to beginning construction.

- Provide and place all fill and subballast material per UPRR Grading Specifications. Perform grading as required to drain and match existing embankment.

- Accomplish all of the tasks described in the proposed construction sequence shown on this sheet.

- Accomplish activities within the schedule specified in the approved construction plan.

CONSTRUCTION NOTES

PROFILE:

Top of rail profile of Existing Mainline and Proposed Switching Lead per UPRR track plans (Ref. 1).

RIGHT-OF-WAY:

Approx. 50' right of Existing Mainline Track
Approx. 28' left of Existing Mainline Track

LETTER SERIES

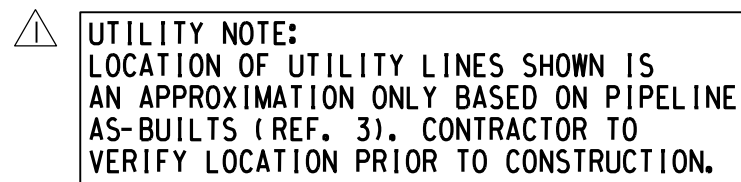
SHEET NO. CUT ON SHEET NO. SHOWN ON

SECTION DESIGNATION

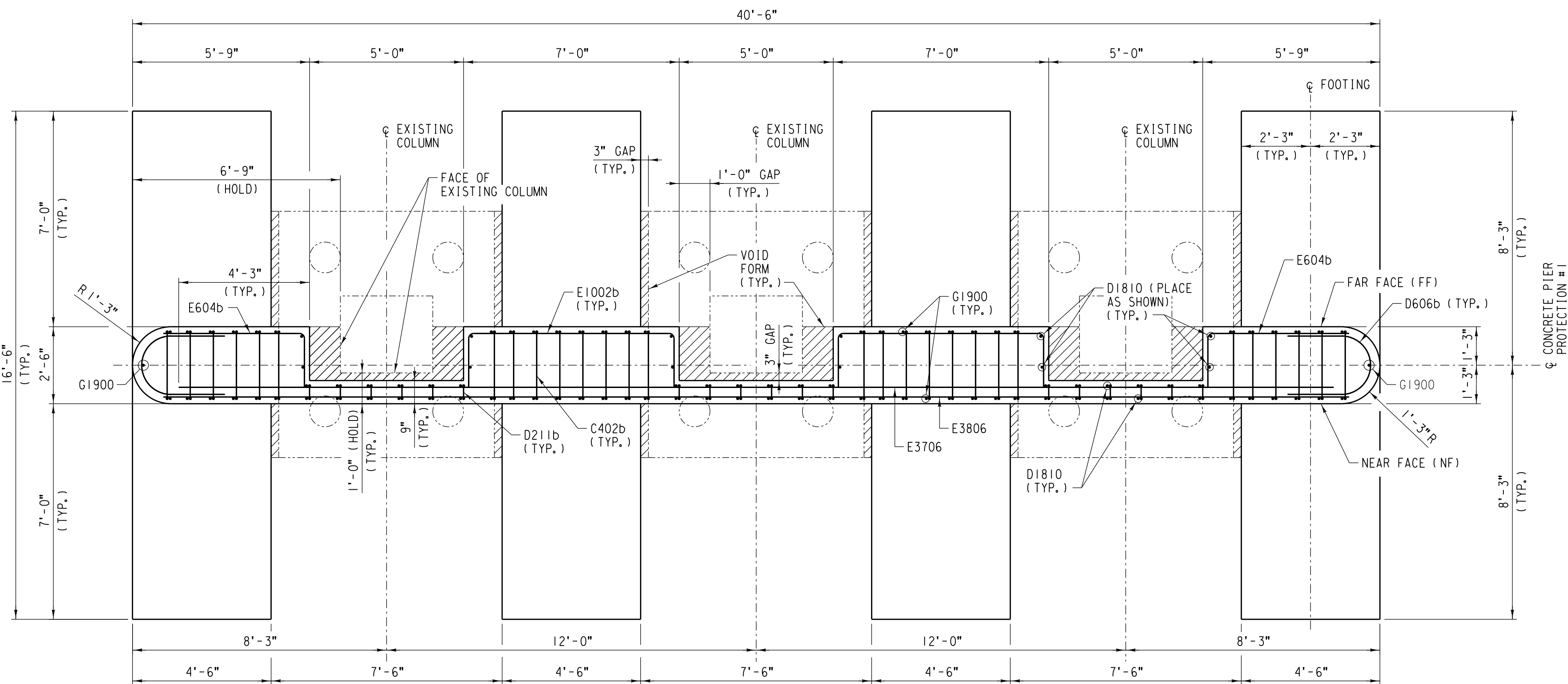


APPROVED FOR UNION PACIFIC RAILROAD CO. BY HDR ENGINEERING, INC (OMAHA, NE)	
BY: (ORIGINAL SIGNED BY) JEFFREY W. TEIG 05-26-22	DATE:

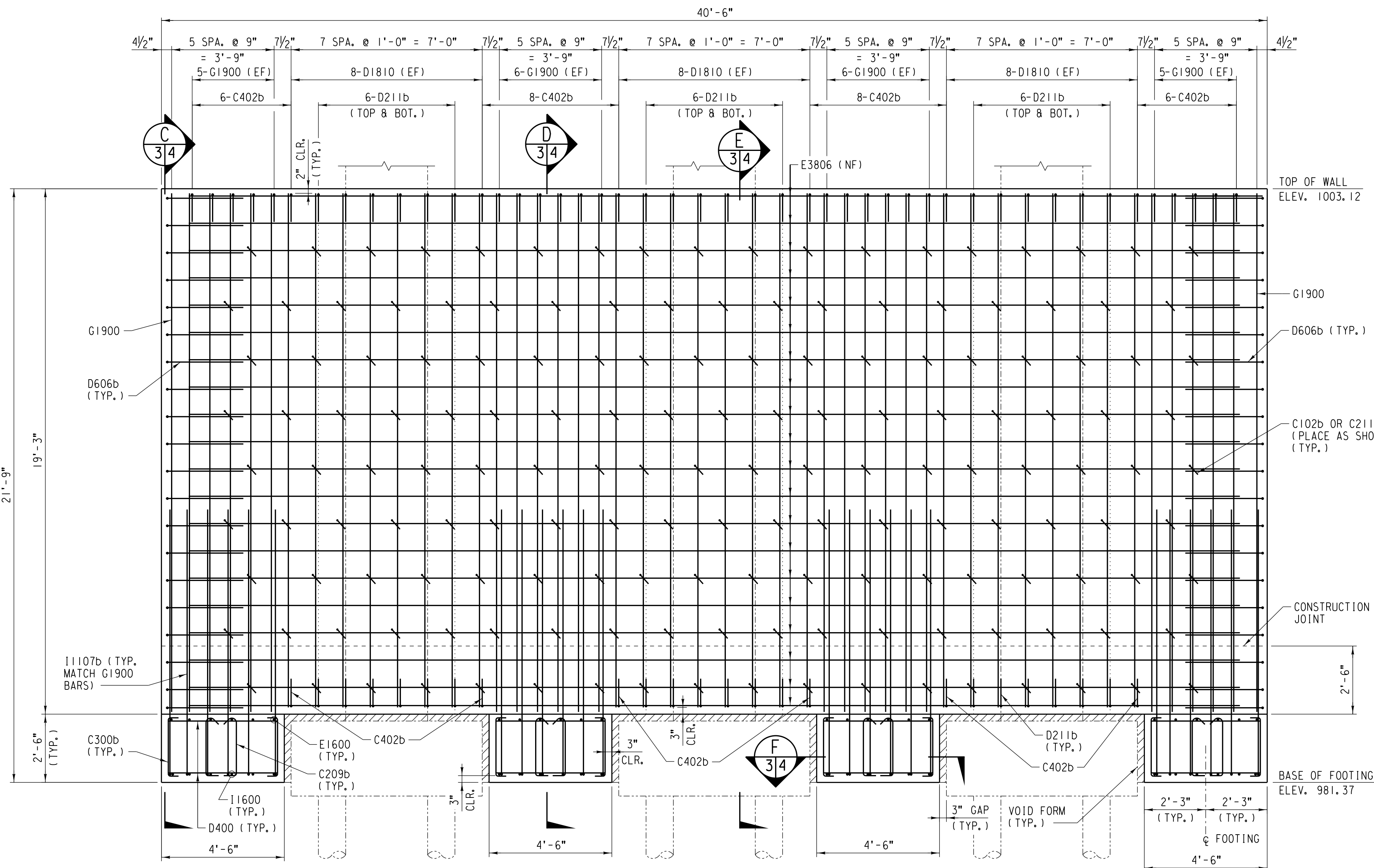
RECOMMENDED FOR ACCEPTANCE	
NAME: GEORGE SARAH P.E. McLean & Schultze	DATE
CITY OF ONTARIO	
RECOMMENDED BY: BRYAN LIERLEY, P.E., ASST. CITY ENGINEER	DATE
ACCEPTED BY: KHOT DO, P.E., CITY ENGINEER	DATE
NO.	DATE
1	11/29/22
UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-7	
NO. DATE REVISIONS	
SP ROUTE SYMBOL B, FORMER OVHD 527.33 AND 527.34	
HDR	
UNION PACIFIC RAILROAD Office of AVP Engineering Design	
LOCATION: OVHD 527.44 & 527.45 3.1 MILES WEST OF FONTANA, CA	
FACILITY: CONCRETE PIER PROTECTION (EXISTING BENT #2)	
DWG. TITLE: GENERAL ARRANGEMENT	
PROJECT ID: 125100	ENGINEER: 34°03'53" N
WORK ORDER: 65374	UP-DWG
DESIGN BY: ALD	HOR-JWT
CHECKED BY: TMR	LONGITUDE: 117°31'27" W
DRAWN BY: DJK	SHEET NO. C E NUMBER
CHECKED BY: ALD	
SCALE: AS NOTED	1 of 7 118496



RECOMMENDED FOR ACCEPTANCE			
NAME: GEORGE SARAH P. E.			DATE
McLean & Schuitz			
CITY OF ONTARIO			
RECOMMENDED BY: BRYAN LIERLEY, P. E., ASST. CITY ENGINEER			DATE
ACCEPTED BY: KMD DO, P. E., CITY ENGINEER			DATE
1	/ /		
1	/ /		
1	/ /		
1	11/29/22	UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-7	
NO.	DATE	REVISIONS	
Office of AVP Engineering Design			
LOCATION: OVDH 527.44 & 527.45 ALHAMBRA SUB. 3.1 MILES WEST OF FONTANA, CA			
FACILITY: CONCRETE PIER PROTECTION (EXISTING BENT #2)			
DWG. TITLE: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">TYPICAL SECTIONS</div>			
PROJECT ID: 125100 WORK ORDER: 65374 DESIGN BY: ALO CHECKED BY: TMR DRAWN BY: DJK CHECKED BY: ALO SCALE: AS NOTED	ENGINEER: <div style="text-align: center;">UP-DGW HOR-JWT</div> SHEET NO. <div style="text-align: center; font-size: 1.2em;">2 of 7</div>	LATITUDE: 34° 03' 53" N LONGITUDE: 117° 31' 27" W C E NUMBER <div style="text-align: center; font-size: 1.2em;">118496</div>	



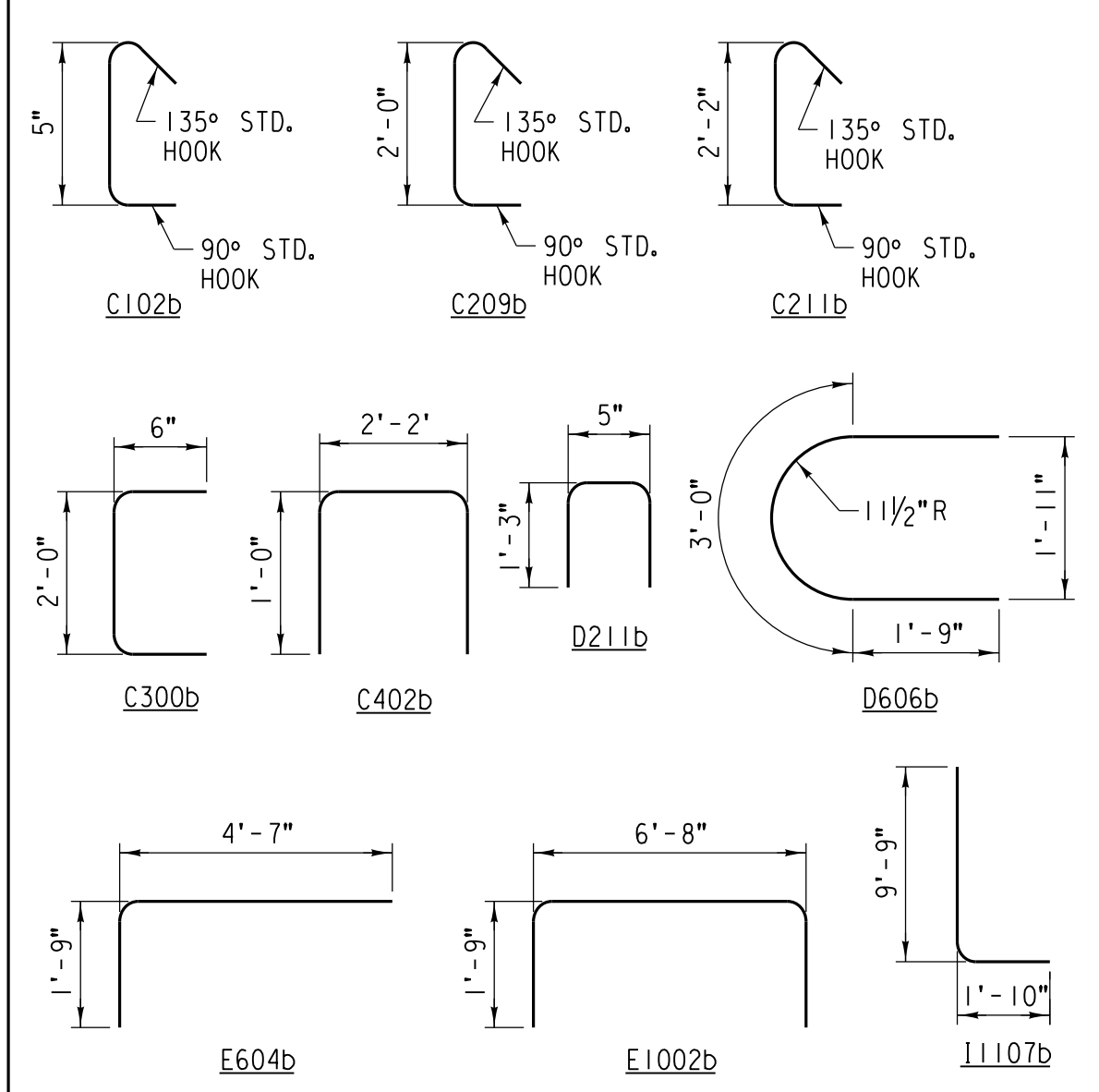
PLAN



ELEVATION

CONCRETE PIER PROTECTION #1
SCALE: 3/8"=1'-0"

BENDING DIAGRAM
(DIMENSIONS ARE OUT TO OUT)



NOTE:
BAR DESIGNATIONS CONSIST OF BAR SIZE & LENGTH FOLLOWED BY THE LETTER "b" IF BENT. BAR SIZES ARE REPRESENTED BY THE LETTERS A THROUGH L CORRESPONDING TO BAR SIZE #2 THROUGH #18. BAR LENGTHS ARE GIVEN IN FEET AND INCHES; THE LAST TWO DIGITS ARE INCHES.

REINFORCING SCHEDULE

	TOTAL	MARK	SIZE	LENGTH	SHAPE
CONCRETE PIER PROTECTION WALL #1	81	C102b	#4	1'-2"	
	81	C211b	#4	2'-11"	
	34	C402b	#4	4'-2"	
	36	D211b	#5	2'-11"	
	40	D606b	#5	6'-6"	
	60	D1810	#5	18'-10"	
	40	E604b	#6	6'-4"	
	40	E1002b	#6	10'-2"	
	20	E3706	#6	37'-6"	
	20	E3806	#6	38'-6"	
FOOTING REINFORCING	46	G1900	#8	19'-0"	
	32	C209b	#4	2'-9"	
	80	C300b	#4	3'-0"	
	136	D400	#5	4'-0"	
	24	E1600	#6	16'-0"	
	46	I1107b	#10	11'-7"	
	24	I1600	#10	16'-0"	

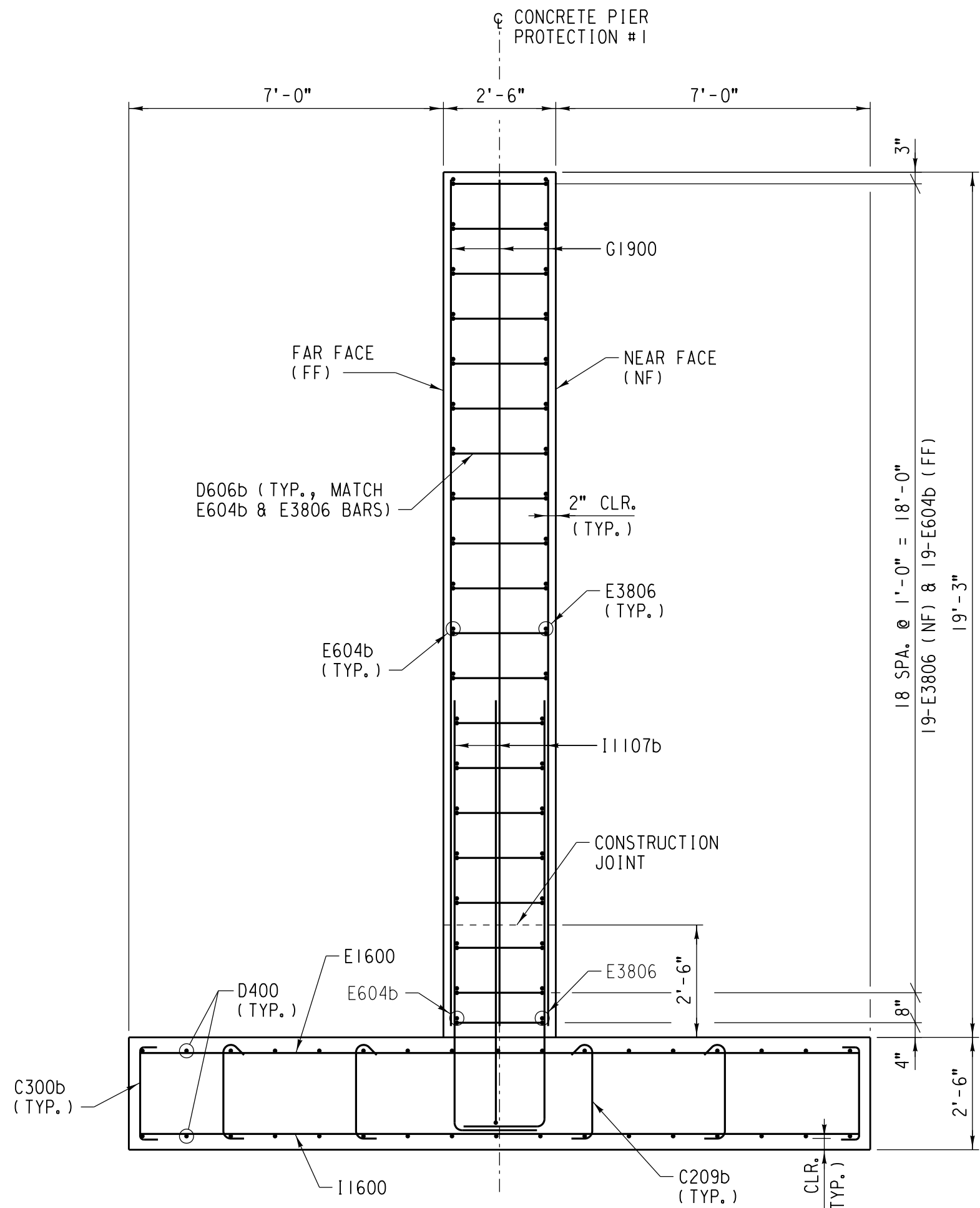
EST. WT. OF REINFORCING STEEL = 12,795 LB.

- NOTES:
- FOR CAST-IN-PLACE CONCRETE, REINFORCING STEEL NOTES AND VOID FORM NOTES, SEE SHEET NO. 4.
 - C102b AND C211b TIES SHOULD BE PLACED AS SHOWN. THEY ARE SPACED AT APPROX. 2'-0" EACH WAY.
 - BOT. = BOTTOM
EF = EACH FACE
FF = FAR FACE
NF = NEAR FACE

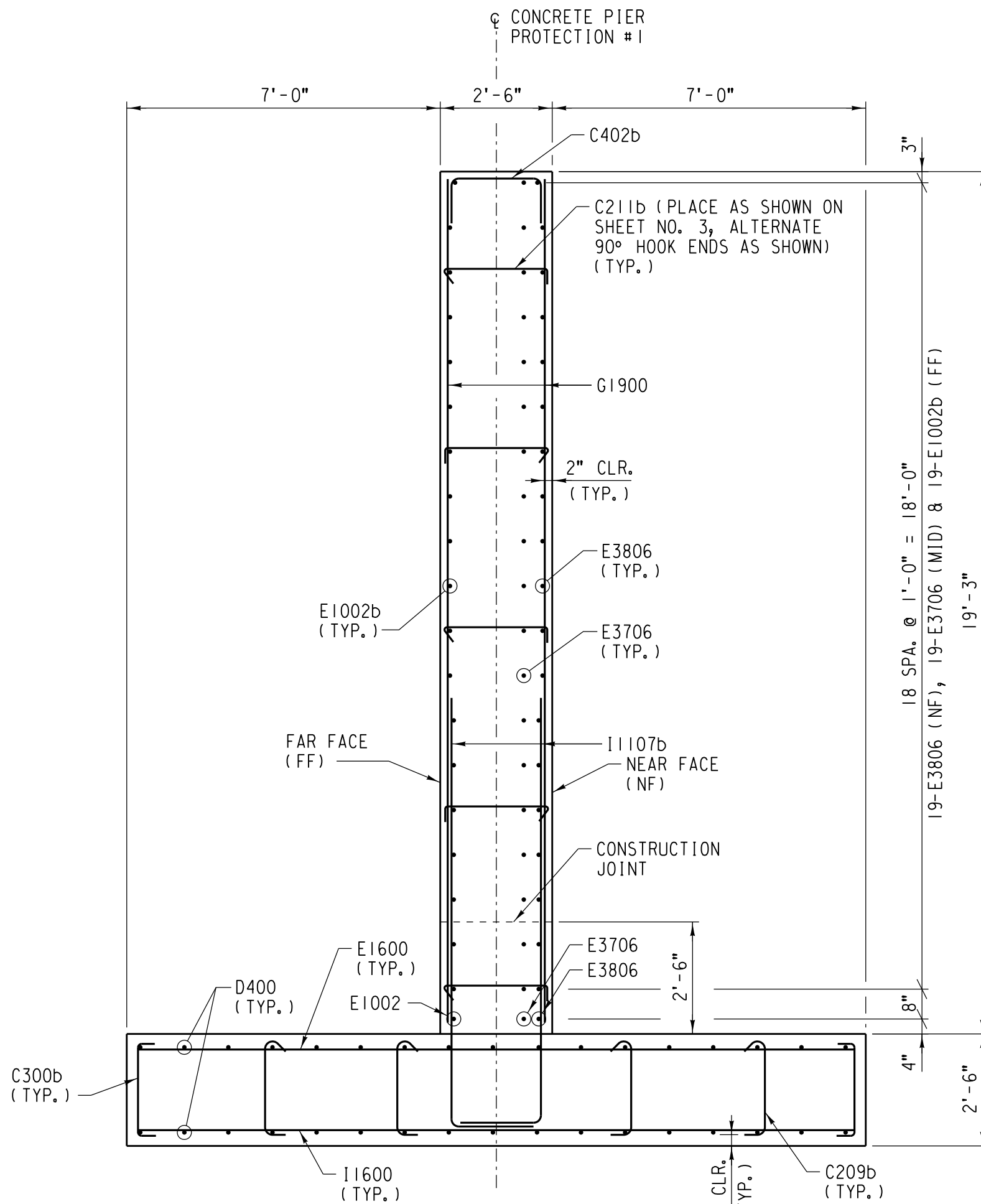


APPROVED FOR
UNION PACIFIC RAILROAD CO.
BY
HDR ENGINEERING, INC
(OMAHA, NE)
BY: (ORIGINAL SIGNED BY) JEFFREY W. TEIG
DATE: 05-26-22

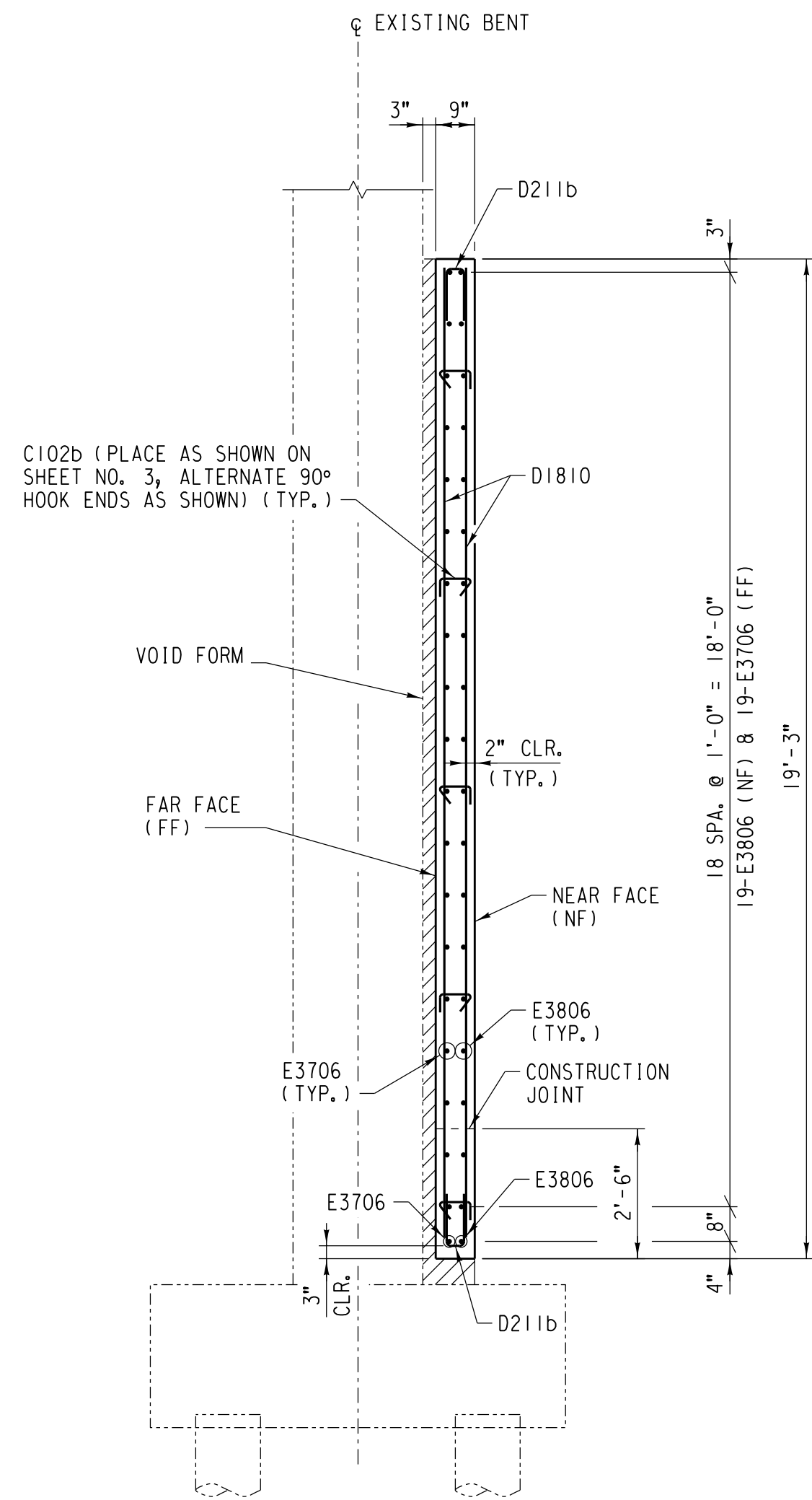
RECOMMENDED FOR ACCEPTANCE	
NAME: GEORGE SARAH P. E.	DATE
McLean & Schultz	
CITY OF ONTARIO	
RECOMMENDED BY: BRYAN LIERLEY, P.E., ASST. CITY ENGINEER	DATE
ACCEPTED BY: KHOT DO, P.E., CITY ENGINEER	
DATE	
NO. DATE REVISIONS	
1 11/29/22 UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-7	
UNION PACIFIC RAILROAD Office of AVP Engineering Design	
LOCATION: OVHD 527.44 & 527.45 ALHAMBRA SUB. 3.1 MILES WEST OF FONTANA, CA	
FACILITY: CONCRETE PIER PROTECTION (EXISTING BENT #2)	
DWG. TITLE: CONCRETE PIER PROTECTION #1 DETAILS (SHEET 1 OF 2)	
PROJECT ID: 125100 WORK ORDER: 65374 DESIGN BY: ALO CHECKED BY: PTL DRAWN BY: DJK CHECKED BY: ALO SCALE: AS NOTED	ENGINEER: UP-DGW HDR-JWT SHEET NO. 3 of 7 C E NUMBER 118496
LATITUDE: 34°03'53" N LONGITUDE: 117°31'27" W	



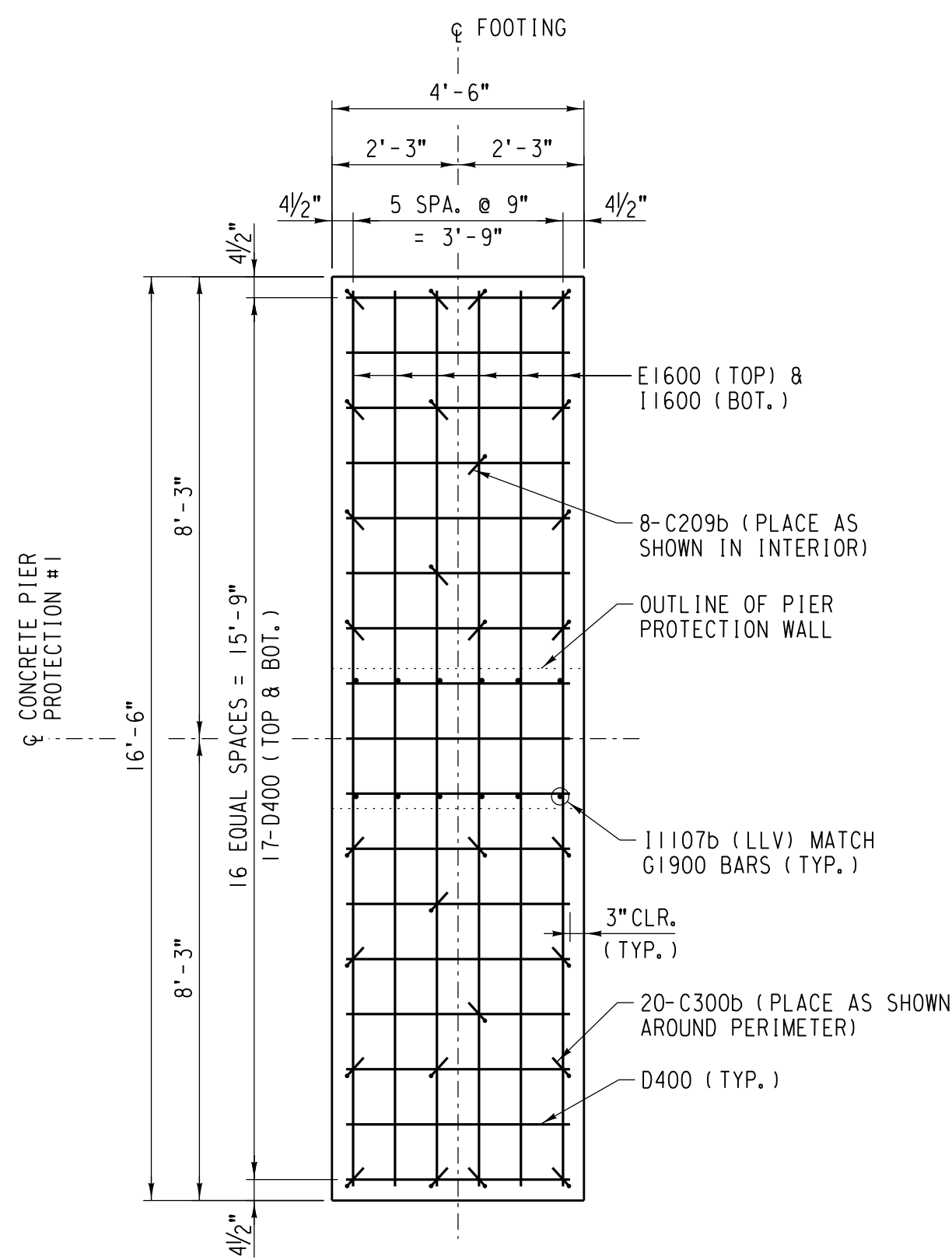
SECTION C
SCALE: 3/8"=1'-0" 3/4



SECTION D
SCALE: 3/8"=1'-0" 3/4



SECTION E
SCALE: 3/8"=1'-0" 3/4



SECTION F
SCALE: 3/8"=1'-0" 3/4

VOID FORM NOTES

- Seven days after placement of concrete for pier protection wall, saturate void form with water.
- Minimum compression of saturated void form is 95%.

CAST-IN-PLACE CONCRETE NOTES

CONCRETE:

- All concrete materials, placement and workmanship shall be in accordance with Chapter 8: Concrete Structures and Foundations of the AREMA Manual for Railway Engineering.
- Minimum compressive strength at 28 days shall be 4000 psi.
- Exposed surfaces shall be formed in a manner which shall produce a smooth and uniform appearance without rubbing or plastering. Exposed edges of 90° or less are to be chamfered 3/4" x 3/4". Top surfaces to have a smooth finish, free of all float or trowel marks.
- Concrete shall be proportioned such that the water - cement ratio (by weight) does not exceed 0.45.
- Cement shall be Type I, Type II or Type III Portland Cement in accordance with ASTM C150 specifications.
- Aggregates shall be graded in accordance with ASTM C33 specifications. Coarse aggregate shall be size no. 67. Fine aggregate shall be natural sand.
- All concrete shall be air-entrained by addition of an approved air-entraining admixture at the time of mixing. Air-entrainment shall be between 5% and 7% (by volume).
- Admixtures shall not be used without approval by the Railroad.
- Curing shall be accomplished by wet curing or application of an ASTM C309 Type 2 membrane. Curing membrane shall not be used on concrete in construction joints.

REINFORCING STEEL:

- Reinforcing steel shall be deformed, new billet bars per current ASTM A615 Specifications and meet Grade 60 requirements.
- Fabrication of reinforcing steel shall be per Chapter 7 of the CRSI Manual of Standard Practice. Dimensions of bending details are out to out of bar.
- Reinforcing steel is to be blocked to proper location and securely wired against displacement. Tack welding of reinforcing is prohibited. Minimum concrete cover on reinforcing not otherwise noted shall meet current AREMA Manual for Railway Engineering requirements.

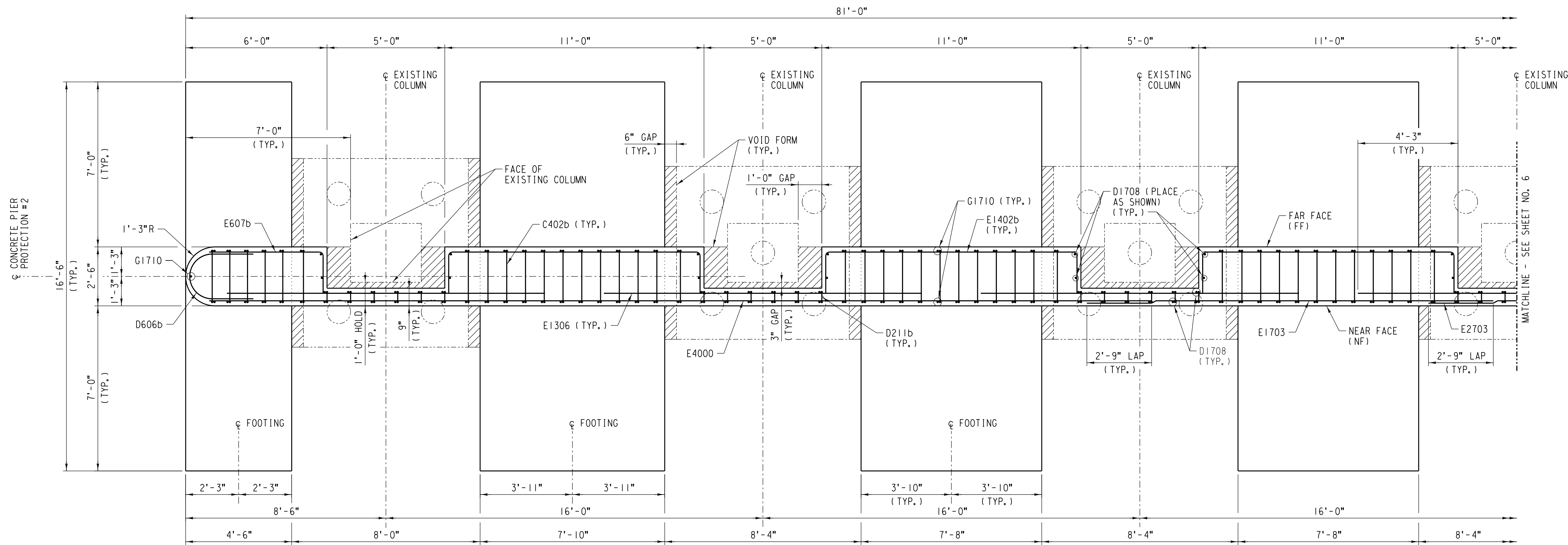
NOTES:
1. FOR REINFORCING STEEL SCHEDULE, SEE SHEET NO. 3.
2. BOT. = BOTTOM
FF = FAR FACE
LLV = LONG LEG VERTICAL
MID = MIDDLE
NF = NEAR FACE



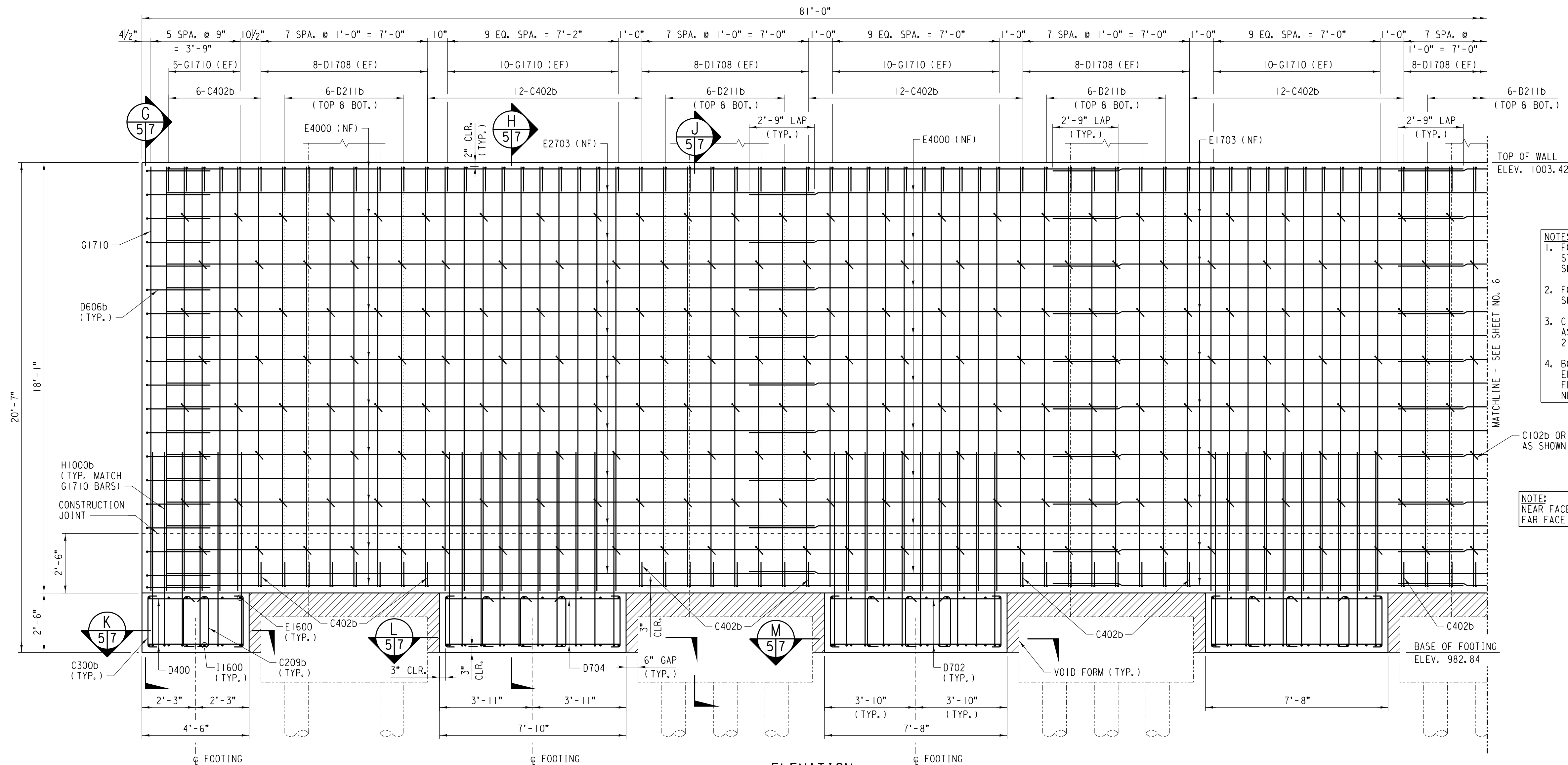
APPROVED FOR
UNION PACIFIC RAILROAD CO.
BY
HDR ENGINEERING, INC
(OMAHA, NE)
BY: (ORIGINAL SIGNED BY)
JEFFREY W. TEIG
DATE: 05-26-22

RECOMMENDED FOR ACCEPTANCE	
NAME: GEORGE SARAH P.E.	DATE
McLean & Schultz	
CITY OF ONTARIO	
RECOMMENDED BY: BRYAN LIERLEY, P.E., ASST. CITY ENGINEER	DATE
ACCEPTED BY: KHOT DO, P.E., CITY ENGINEER	
DATE	
I 11/29/22 UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-7	
NO.	DATE REVISIONS

UNION PACIFIC RAILROAD		
Office of AVP Engineering Design		
LOCATION: OVHD 527.44 & 527.45	ALHAMBRA SUB. 3.1 MILES WEST OF FONTANA, CA	
FACILITY: CONCRETE PIER PROTECTION (EXISTING BENT #2)		
DWG. TITLE: CONCRETE PIER PROTECTION #1 DETAILS (SHEET 2 OF 2)		
PROJECT ID: 125100	ENGINEER: UP-DGW	LATITUDE: 34°03'53" N
WORK ORDER: 65374	DESIGN BY: ALO	LONGITUDE: 117°31'27" W
CHECKED BY: PTL	DRAWN BY: DJK	C E NUMBER
CHECKED BY: ALO	SCALE: AS NOTED	118496



PLAN

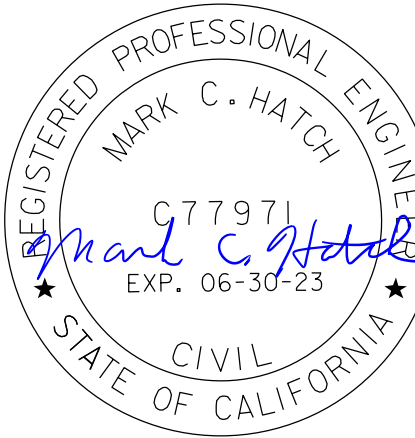


ELEVATION

CONCRETE PIER PROTECTION #2
SCALE: 3/8"=1'-0"

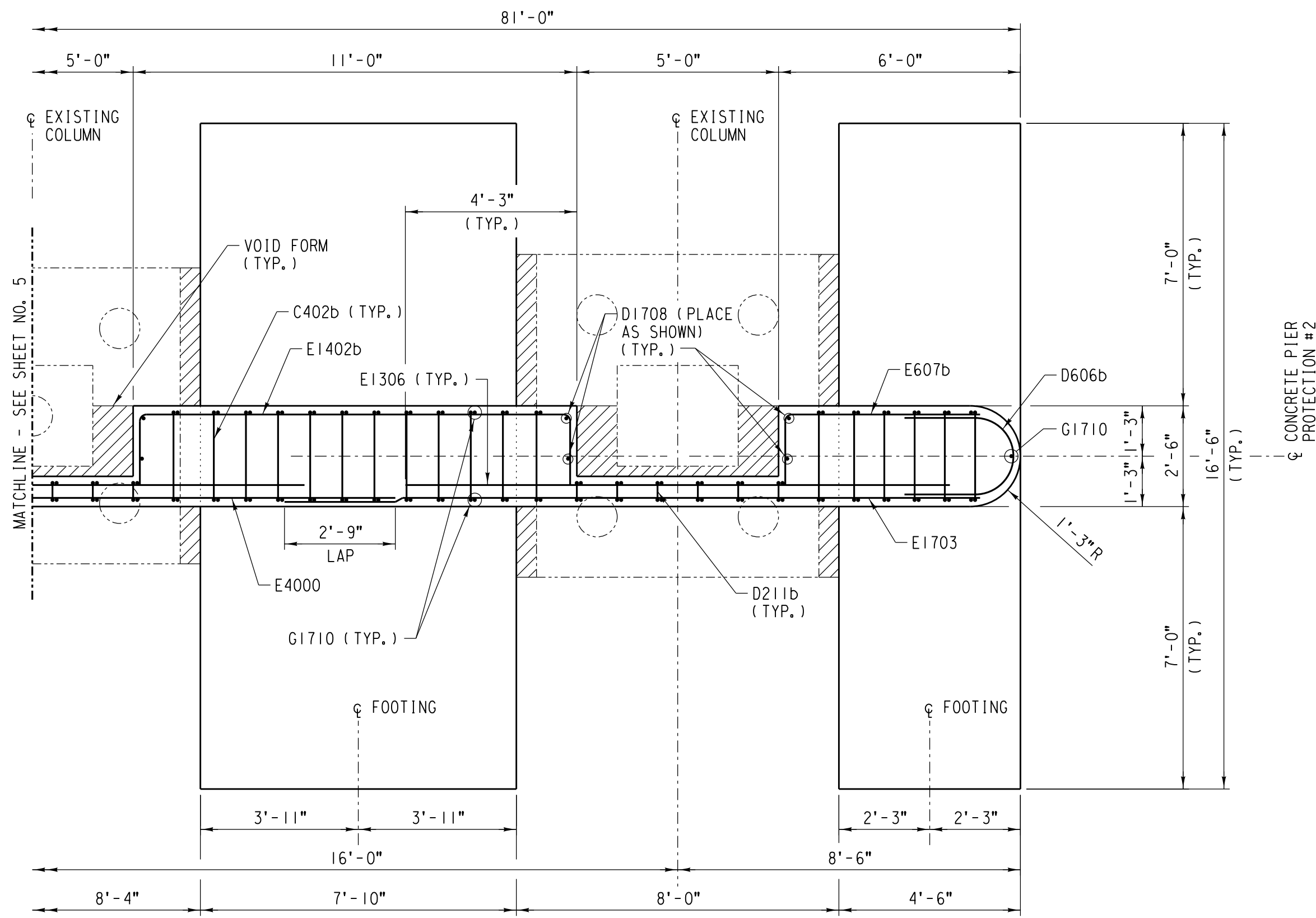
- NOTES:
1. FOR CAST-IN-PLACE CONCRETE, REINFORCING STEEL NOTES AND VOID FORM NOTES, SEE SHEET NO. 4.
 2. FOR REINFORCING STEEL SCHEDULE, SEE SHEET NO. 6.
 3. C102b AND C211b TIES SHOULD BE PLACED AS SHOWN. THEY ARE SPACED APPROX. AT 2'-0" EACH WAY.
 4. BOT. = BOTTOM
EF = EACH FACE
FF = FAR FACE
NF = NEAR FACE

NOTE:
NEAR FACE REINFORCING SHOWN ONLY FOR CLARITY.
FAR FACE REINFORCING MATCHES NEAR FACE SPACING.

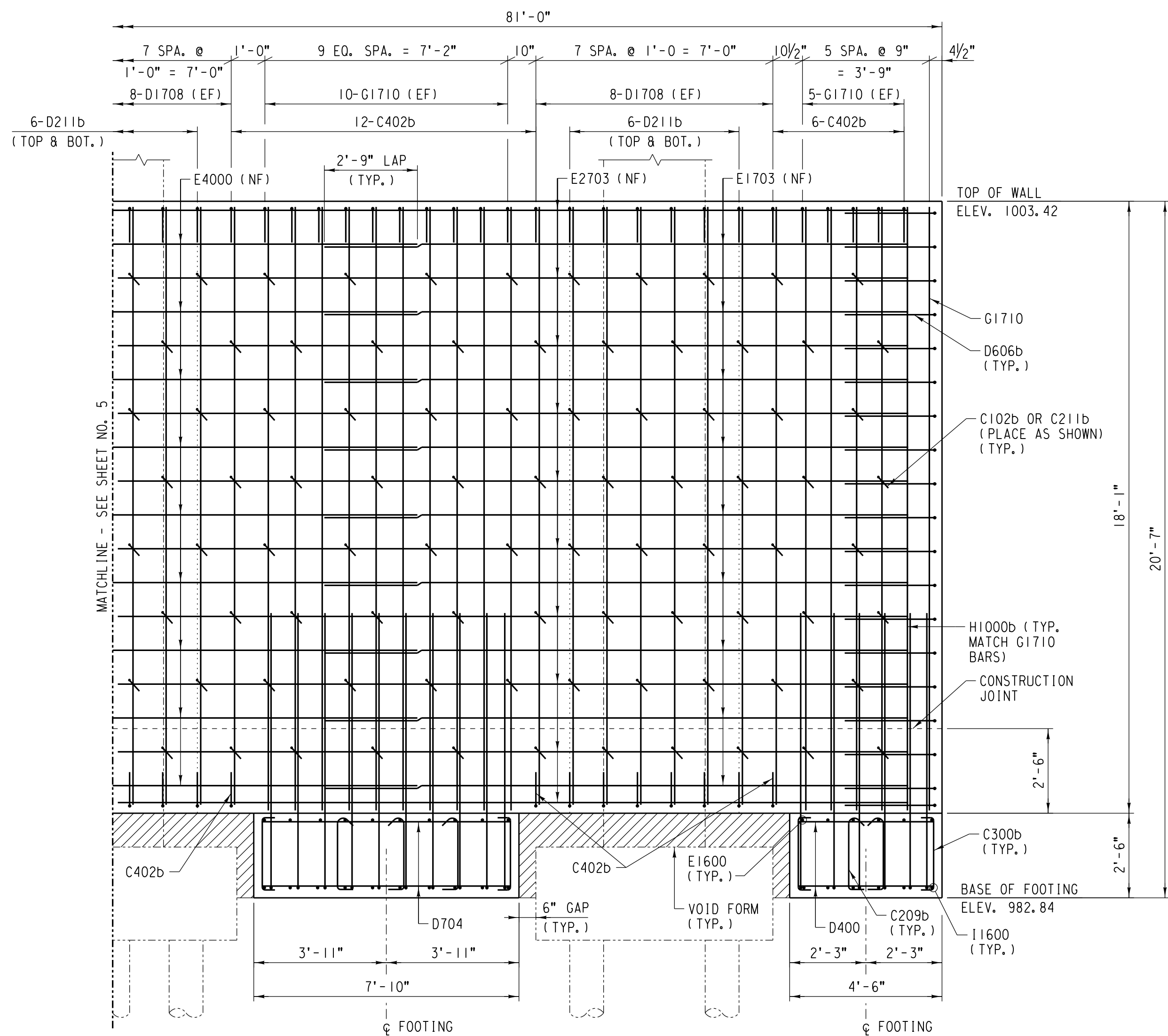


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DATE: 05-26-22

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NAME: GEORGE SARAH P.E. McLean & Schultz	DATE
CITY OF ONTARIO	
RECOMMENDED BY: BRYAN LIERLEY, P.E., ASST. CITY ENGINEER	DATE
ACCEPTED BY: KHOT DO, P.E., CITY ENGINEER	DATE
NO. DATE REVISIONS	
1 11/29/22 UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-7	
UNION PACIFIC RAILROAD Office of AVP Engineering Design	
LOCATION: OVHD 527.44 & 527.45 ALHAMBRA SUB. 3.1 MILES WEST OF FONTANA, CA	
FACILITY: CONCRETE PIER PROTECTION (EXISTING BENT #2)	
DWG. TITLE: CONCRETE PIER PROTECTION #2 DETAILS (SHEET 1 OF 3)	
PROJECT ID: 125100 WORK ORDER: 65374 DESIGN BY: ALO CHECKED BY: PTL DRAWN BY: DJK CHECKED BY: ALO SCALE: AS NOTED	ENGINEER: UP-DGW HDR-JWT SHEET NO. 5 of 7 C E NUMBER 118496
LATITUDE: 34°03'53" N LONGITUDE: 117°31'27" W	



PLAN

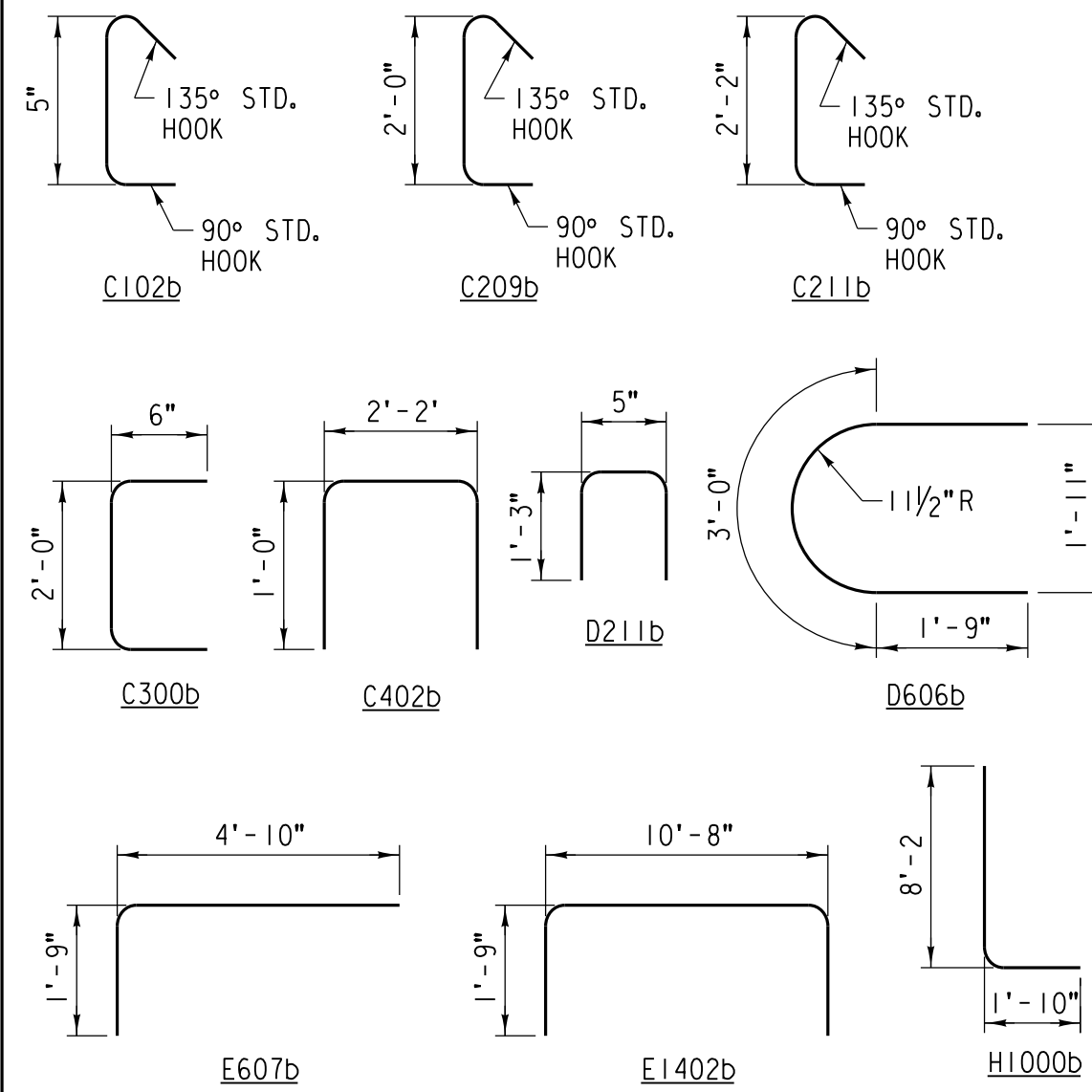


ELEVATION

CONCRETE PIER PROTECTION #2
SCALE: (LOOKING AT NEAR FACE OF WALL) 3/8"=1'-0"

NOTE:
NEAR FACE REINFORCING SHOWN ONLY FOR CLARITY.
FAR FACE REINFORCING MATCHES NEAR FACE SPACING.

BENDING DIAGRAM
(DIMENSIONS ARE OUT TO OUT)



NOTE:
BAR DESIGNATIONS CONSIST OF BAR SIZE & LENGTH
FOLLOWED BY THE LETTER "b" IF BENT. BAR SIZES
ARE REPRESENTED BY THE LETTERS A THROUGH L
CORRESPONDING TO BAR SIZE #2 THROUGH #18.
BAR LENGTHS ARE GIVEN IN FEET AND INCHES; THE
LAST TWO DIGITS ARE INCHES.

REINFORCING SCHEDULE

TOTAL	MARK	SIZE	LENGTH	SHAPE
120	C102b	#4	1'-2"	
176	C211b	#4	2'-11"	
70	C402b	#4	4'-2"	
60	D211b	#5	2'-11"	
38	D606b	#5	6'-6"	
100	D1708	#5	17'-8"	
38	E607b	#6	6'-7"	
76	E1402b	#6	14'-2"	
95	E1306	#6	13'-6"	
19	E1703	#6	17'-3"	
19	E2703	#6	27'-3"	
19	E4000	#6	40'-0"	
102	G1710	#8	17'-10"	
64	C209b	#4	2'-9"	
128	C300b	#4	3'-0"	
68	D400	#5	4'-0"	
68	D702	#5	7'-2"	
68	D704	#5	7'-4"	
52	E1600	#6	16'-0"	
102	H1000b	#9	10'-0"	
52	I1600	#10	16'-0"	

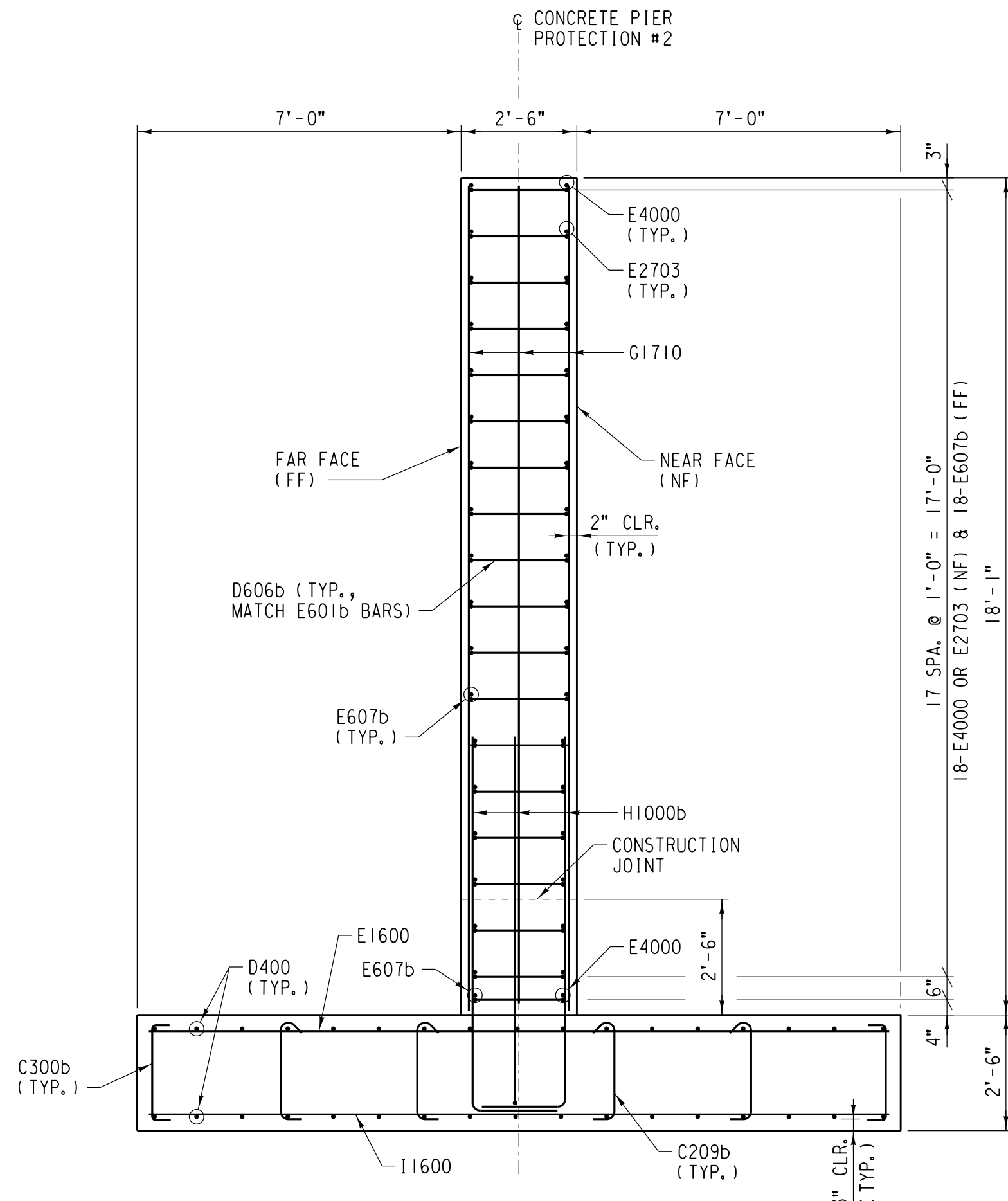
EST. WT. OF REINFORCING STEEL = 24,090 LB.

NOTES:
1. FOR CAST-IN-PLACE CONCRETE, REINFORCING
STEEL NOTES AND VOID FORM NOTES, SEE
SHEET NO. 4.
2. C102b AND C211b TIES SHOULD BE PLACED
AS SHOWN. THEY ARE SPACED APPROX. AT
2'-0" EACH WAY.
3. BOT. = BOTTOM
EF = EACH FACE
FF = FAR FACE
NF = NEAR FACE

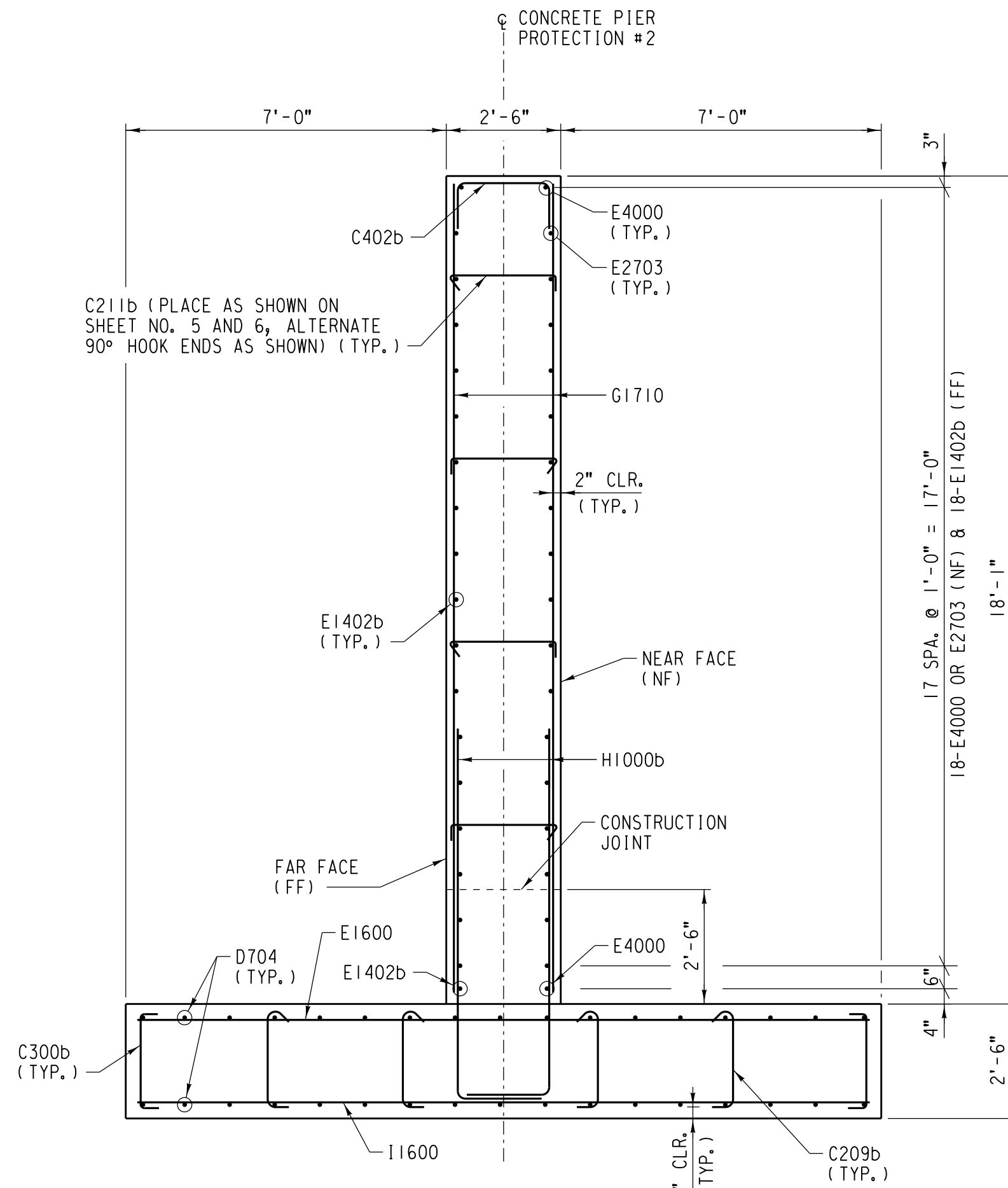


APPROVED FOR
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BY: (ORIGINAL SIGNED BY)
JEFFREY W. TEIG
DATE: 05-26-22

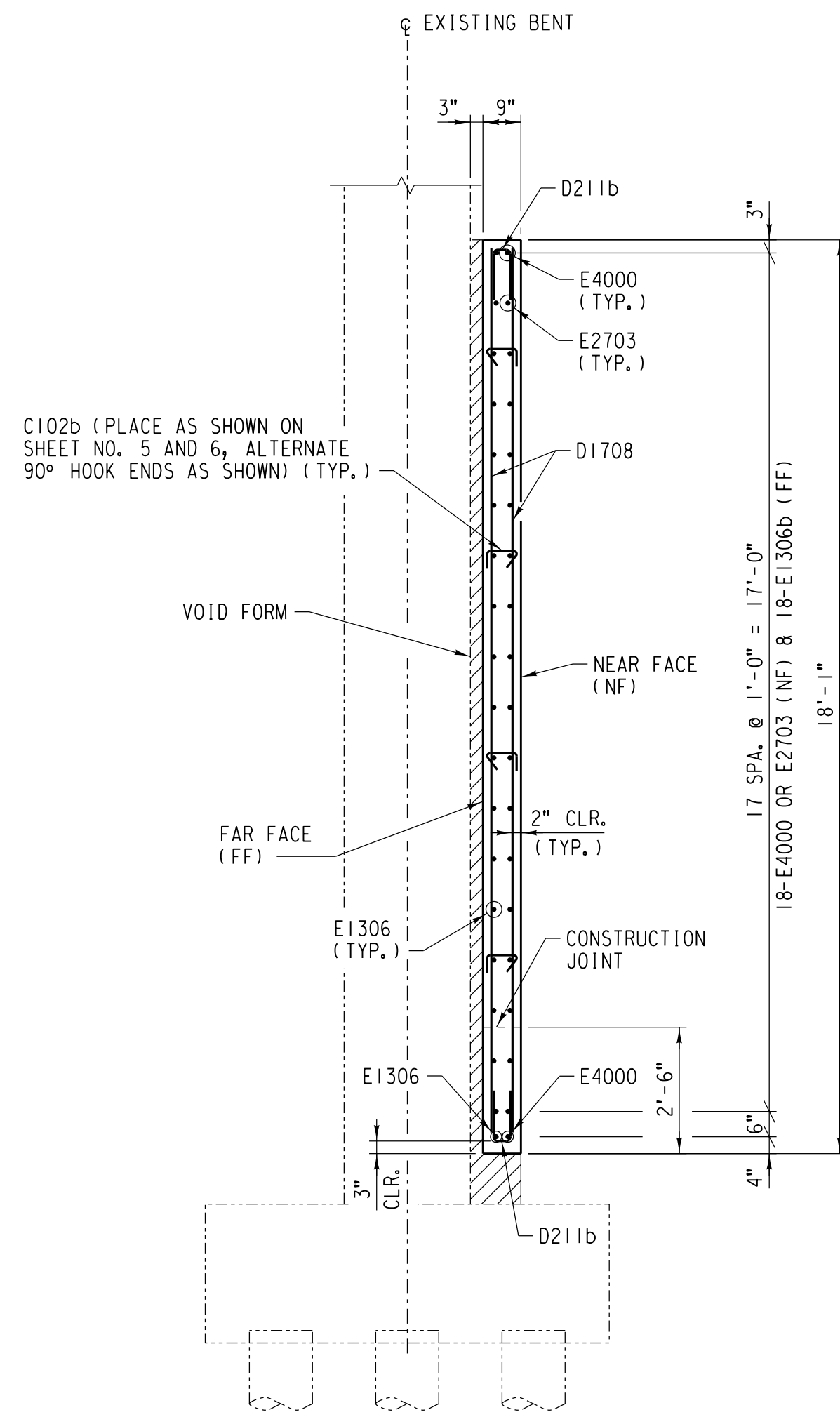
RECOMMENDED FOR ACCEPTANCE	
NAME: GEORGE SARAH P. E.	DATE
CITY OF ONTARIO	
RECOMMENDED BY: BRYAN LIERLEY, P.E., ASST. CITY ENGINEER	DATE
ACCEPTED BY: KHOT DO, P.E., CITY ENGINEER	DATE
NO. DATE REVISIONS	
1 11/29/22 UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-7	
UNION PACIFIC RAILROAD Office of AVP Engineering Design	
LOCATION: OVHD 527.44 & 527.45 ALHAMBRA SUB. 3.1 MILES WEST OF FONTANA, CA	
FACILITY: CONCRETE PIER PROTECTION (EXISTING BENT #2)	
DWC TITLE: CONCRETE PIER PROTECTION #2 DETAILS (SHEET 2 OF 3)	
PROJECT ID: 125100 WORK ORDER: 65374 DESIGN BY: ALO CHECKED BY: PTL DRAWN BY: DJK CHECKED BY: ALO SCALE: AS NOTED	ENGINEER: UP-DGW HDR-JWT SHEET NO. 6 of 7 C E NUMBER 118496



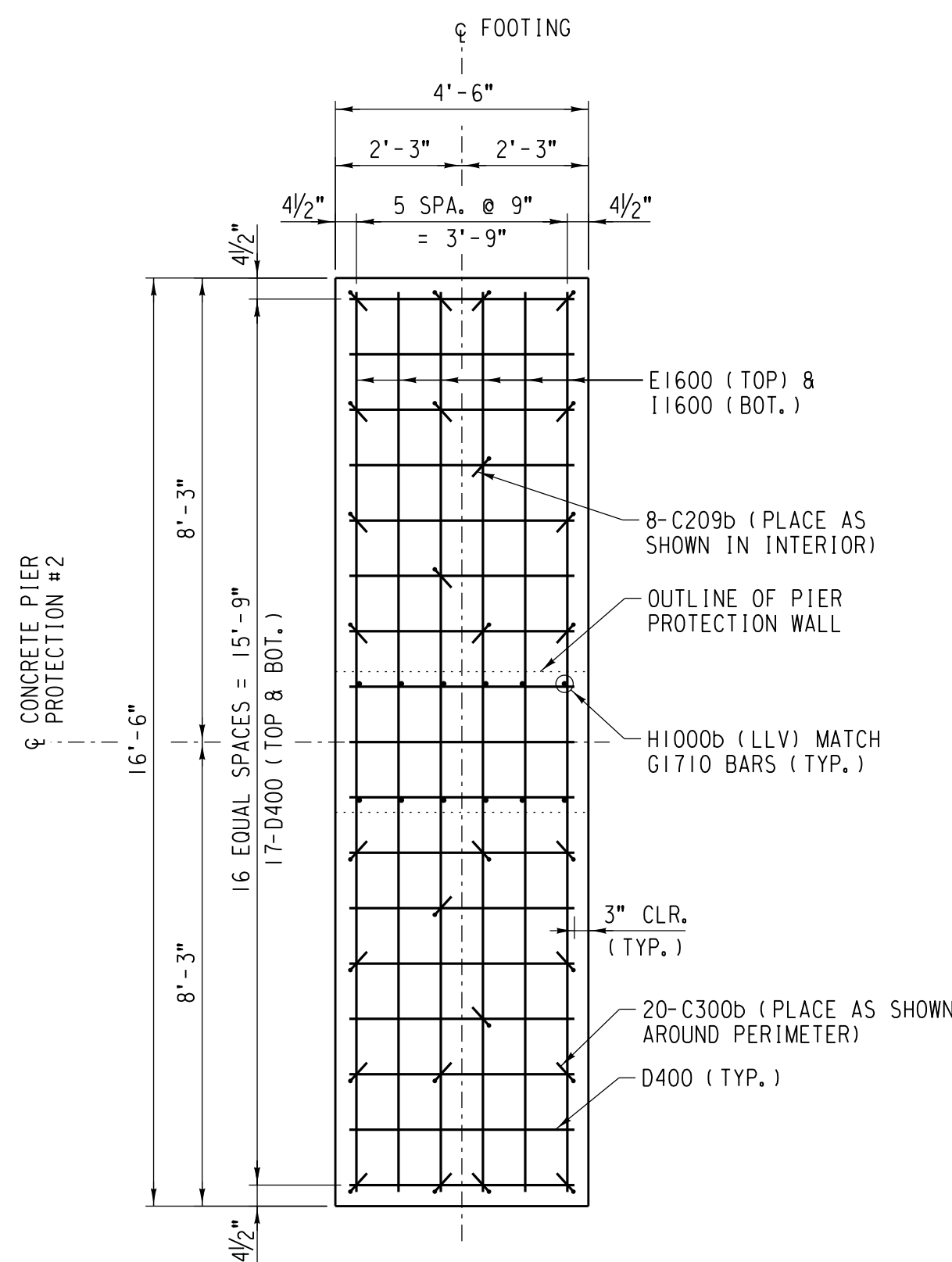
SECTION G
SCALE: 3/8"=1'-0" 5/7



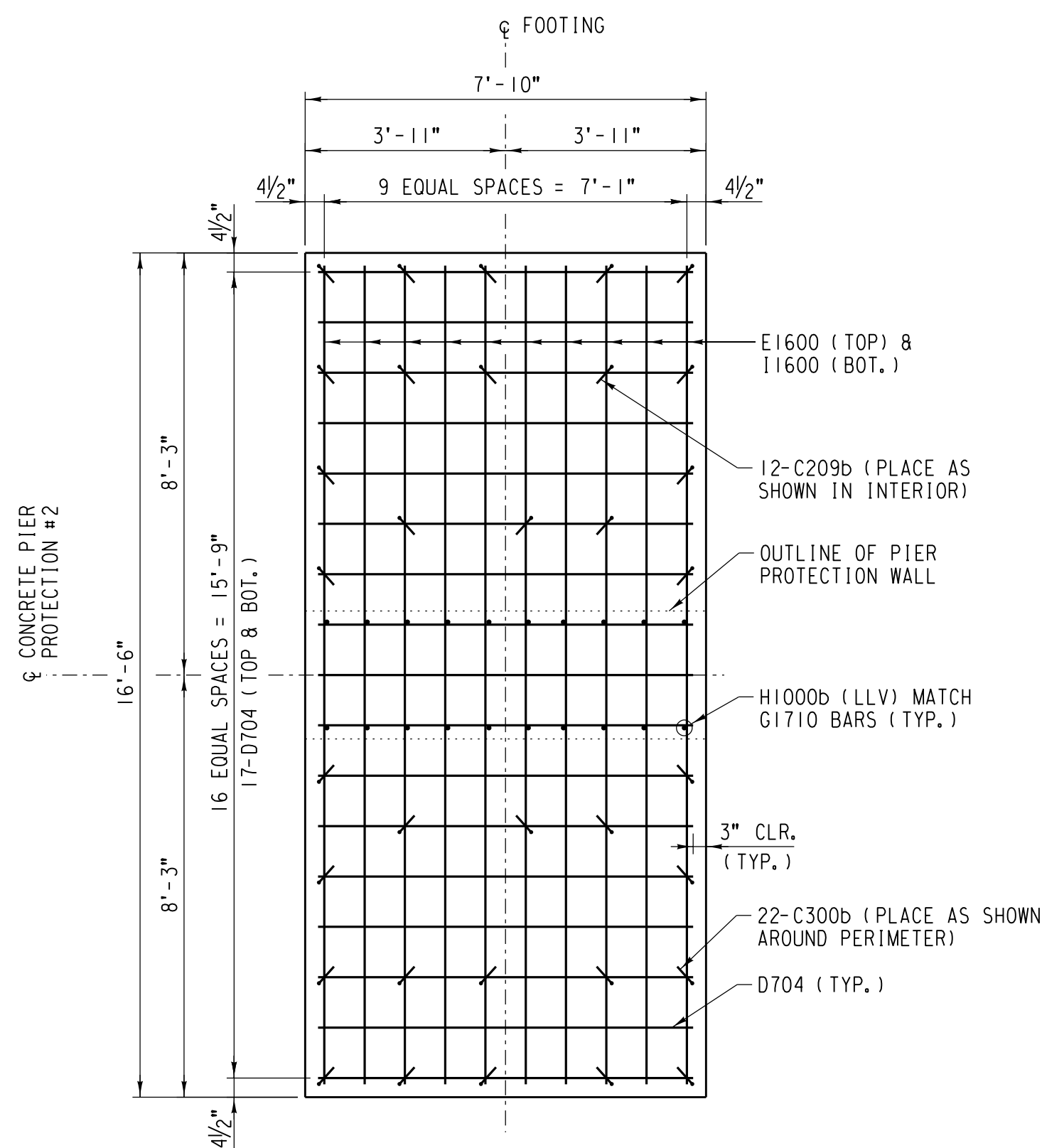
SECTION H
SCALE: 3/8"=1'-0" 5/7



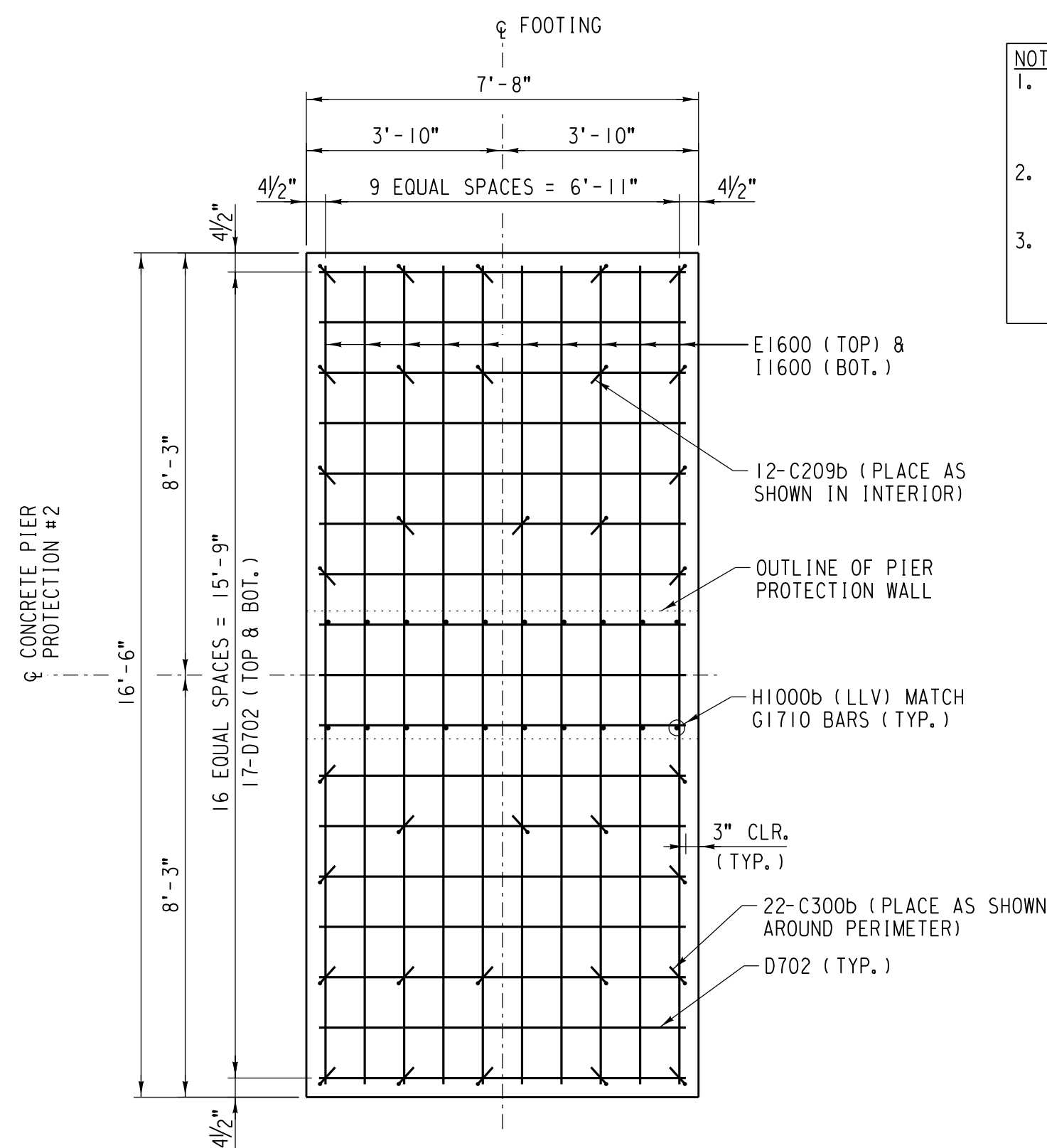
SECTION J
SCALE: 3/8"=1'-0" 5/7



SECTION K
SCALE: 3/8"=1'-0" 5/7

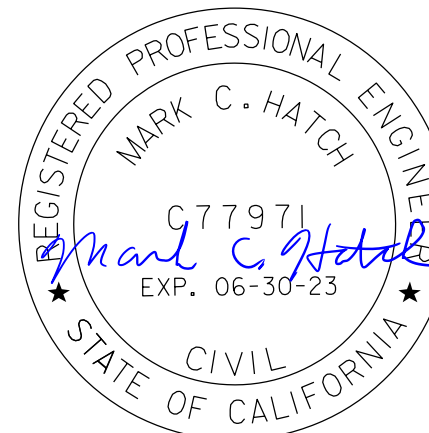


SECTION L
SCALE: 3/8"=1'-0" 5/7



SECTION M
SCALE: 3/8"=1'-0" 5/7

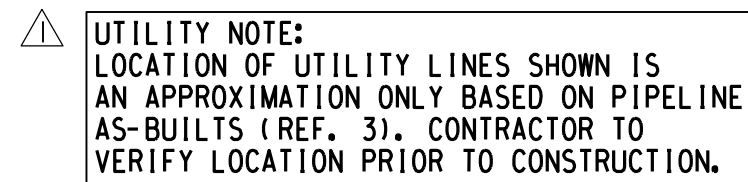
- NOTES:
1. FOR CAST-IN-PLACE CONCRETE, REINFORCING STEEL NOTES AND VOID FORM NOTES, SEE SHEET NO. 4.
 2. FOR REINFORCING STEEL SCHEDULE, SEE SHEET NO. 6.
 3. BOT. = BOTTOM
FF = FAR FACE
LLV = LONG LEG VERTICAL
NF = NEAR FACE



APPROVED FOR
UNION PACIFIC RAILROAD CO.
BY
HDR ENGINEERING, INC
(OMAHA, NE)
JEFFREY W. TEIG
05-26-22

RECOMMENDED FOR ACCEPTANCE		
NAME: GEORGE SARAH P.E. McLean & Schultz		DATE
CITY OF ONTARIO		
RECOMMENDED BY: BRYAN LIERLEY, P.E., ASST. CITY ENGINEER		DATE
ACCEPTED BY: KHOT DO, P.E., CITY ENGINEER		
DATE		
I 11/29/22 UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-7		
NO.	DATE	REVISIONS

UNION PACIFIC RAILROAD Office of AVP Engineering Design		
LOCATION: OVHD 527.44 & 527.45 3.1 MILES WEST OF FONTANA, CA	ALHAMBRA SUB.	
FACILITY: CONCRETE PIER PROTECTION (EXISTING BENT #2)		
DWG. TITLE: CONCRETE PIER PROTECTION #2 DETAILS (SHEET 3 OF 3)		
PROJECT ID: 125100 WORK ORDER: 65374 DESIGN BY: ALO CHECKED BY: PTL DRAWN BY: DJK CHECKED BY: ALO SCALE: AS NOTED	ENGINEER: UP-DGW HDR-JWT SHEET NO. 7 of 7	LATITUDE: 34°03'53" N LONGITUDE: 117°31'27" W C E NUMBER 118496



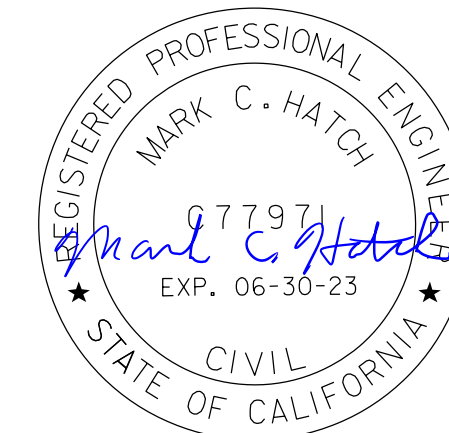
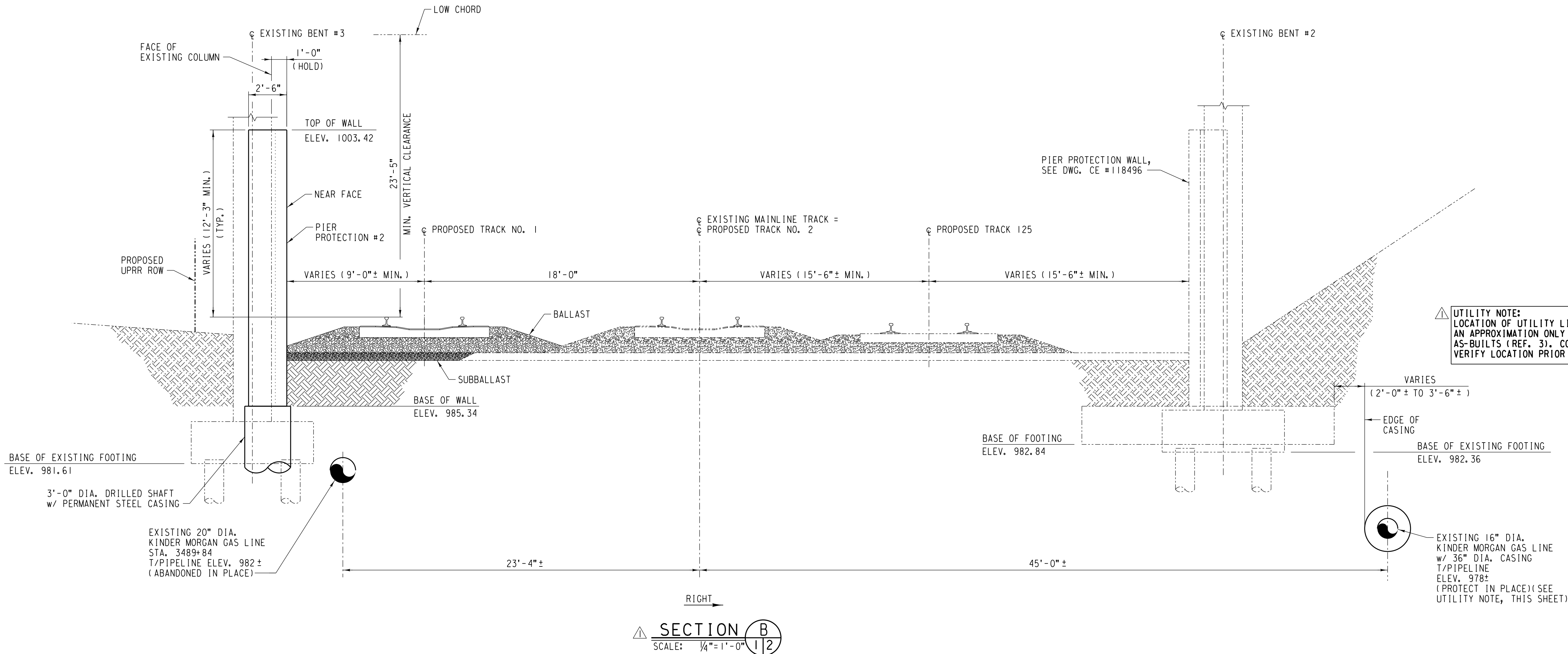
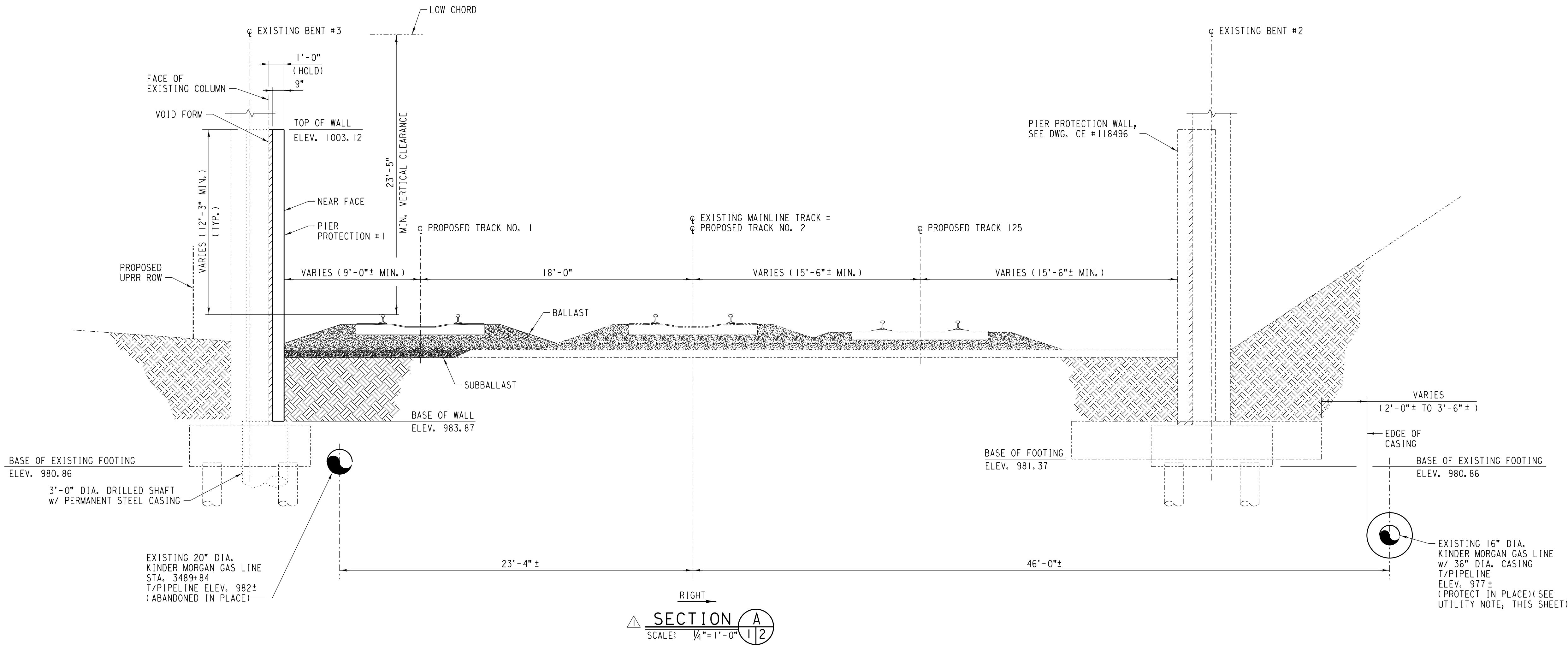
BILL OF MATERIAL			
REQ'D	UNIT	DESCRIPTION	ORDERED BY
158.1	CU. YD.	4000 PSI CONCRETE FOR PIER PROTECTION - 52.6 CU.YD. PIER PROTECTION #1 AND 105.5 CU.YD. PIER PROTECTION #2 (PER SPECIFICATIONS, SHEET NO. 4 AND DETAILS, SHEET NOS. 3 THRU 7)	CONTRACTOR
62.0	CU. YD.	4000 PSI CONCRETE FOR DRILLED SHAFTS - 24.8 CU.YD. PIER PROTECTION #1 AND 37.2 CU.YD. PIER PROTECTION #2 (PER SPECIFICATIONS AND DETAILS, SHEET NO. 8)	↓
250	LIN. FT.	½" THICK x 36" DIA. PERMANENT STEEL CASING (ASTM A252, GRADE 2) (PER SPECIFICATIONS AND DETAILS, SHEET NO. 8)	
1	LOT	REINFORCING STEEL FOR PIER PROTECTION #1 (PER SPECIFICATIONS, SHEET NO. 4 AND SCHEDULE, SHEET NOS. 3 AND 8)	
1	LOT	REINFORCING STEEL FOR PIER PROTECTION #2 (PER SPECIFICATIONS, SHEET NO. 4 AND SCHEDULE, SHEET NOS. 6 AND 8)	
1	LOT	VOID FORM, MINIMUM COMPRESSION AFTER SATURATION = 95%	
1	LOT	MATERIAL FOR UTILITY LINE PROTECTION	

APPROVED FOR
UNION PACIFIC RAILROAD CO.
BY
HDR ENGINEERING, INC
(OMAHA, NE)

BY: (ORIGINAL SIGNED BY)
JEFFREY W. TEIG

DATE: 05-26-22

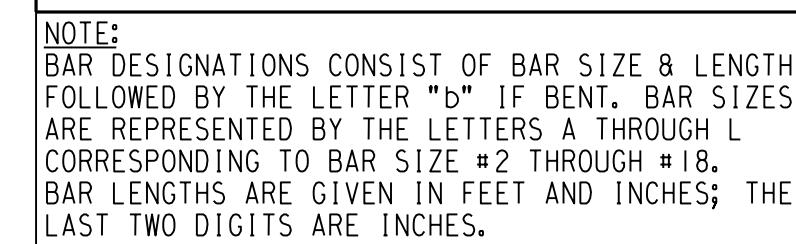
PLOTTED: 11/29/2022 12:26:23 PM 357



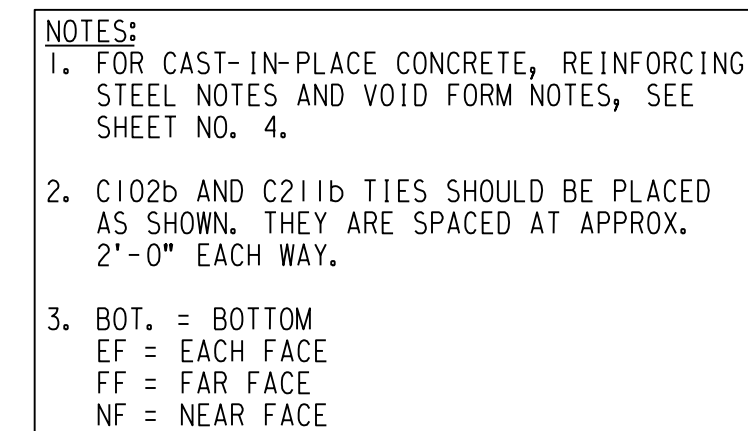
APPROVED FOR
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DATE: 05-26-22

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McLean & Schultz		
CITY OF ONTARIO		
RECOMMENDED BY: BRYAN LIERLEY, P.E., ASST. CITY ENGINEER		DATE
ACCEPTED BY: KHOT DO, P.E., CITY ENGINEER		DATE
/	/	/
/	/	/
/	/	/
1	11/29/22	UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-8
NO.	DATE	REVISIONS

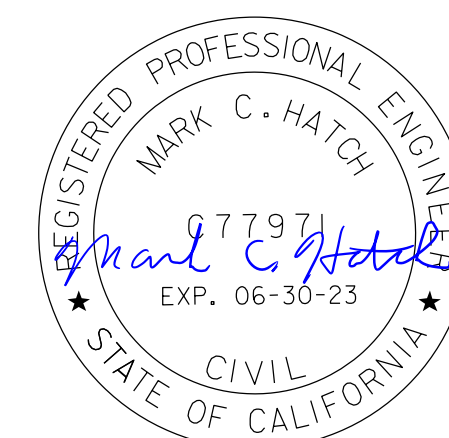
HDR		
UNION PACIFIC RAILROAD		
Office of AVP Engineering Design		
LOCATION: OVHD 527.44 & 527.45 3.1 MILES WEST OF FONTANA, CA	ALHAMBRA SUB.	
FACILITY: CONCRETE PIER PROTECTION (EXISTING BENT #3)		
DWG TITLE: TYPICAL SECTIONS		
PROJECT ID: 125100	ENGINEER: UP-DGW	LATITUDE: 34°03'53" N
WORK ORDER: 65374	UP-DGW	LONGITUDE: 117°31'27" W
DESIGN BY: ALO	HDR-JWT	
CHECKED BY: TMR		
DRAWN BY: DJK	SHEET NO. 2 of 8	C E NUMBER 118495
CHECKED BY: ALO		
SCALE: AS NOTED		



EST. WT. OF REINFORCING STEEL = 7,525 LB.



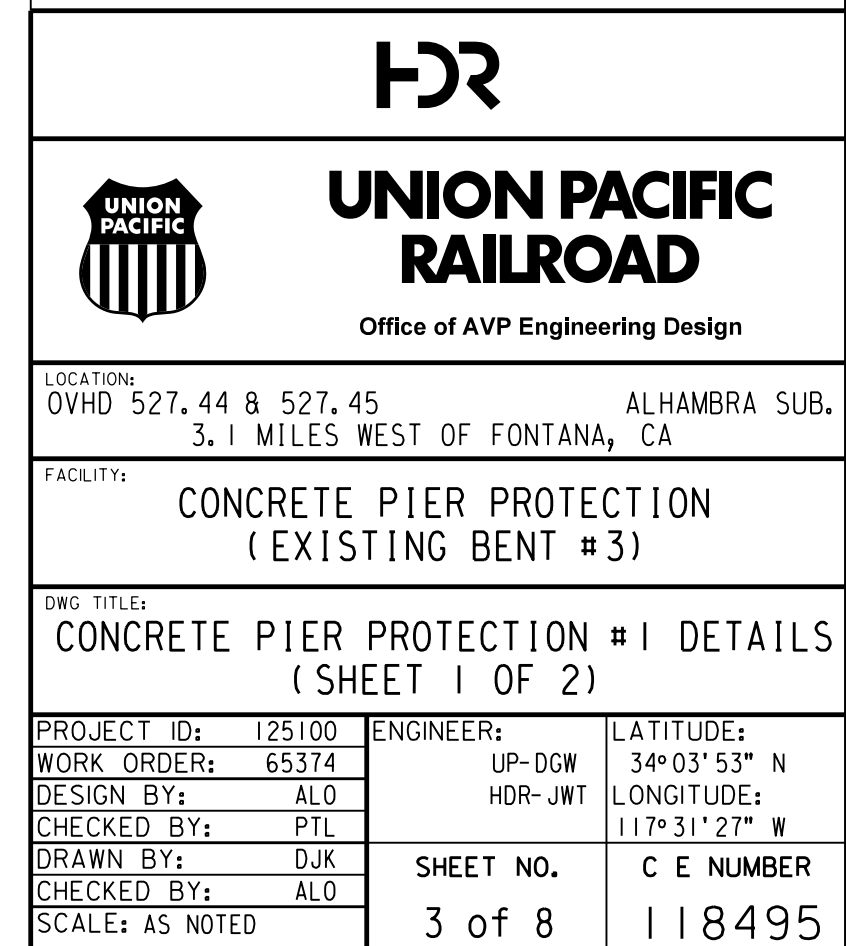
NOTE:
NEAR FACE REINFORCING SHOWN ONLY FOR CLARITY.
FAR FACE REINFORCING MATCHES NEAR FACE SPACING.

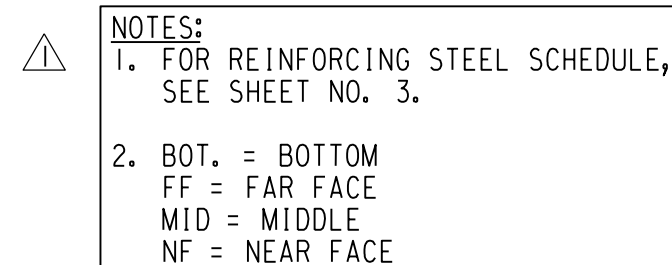
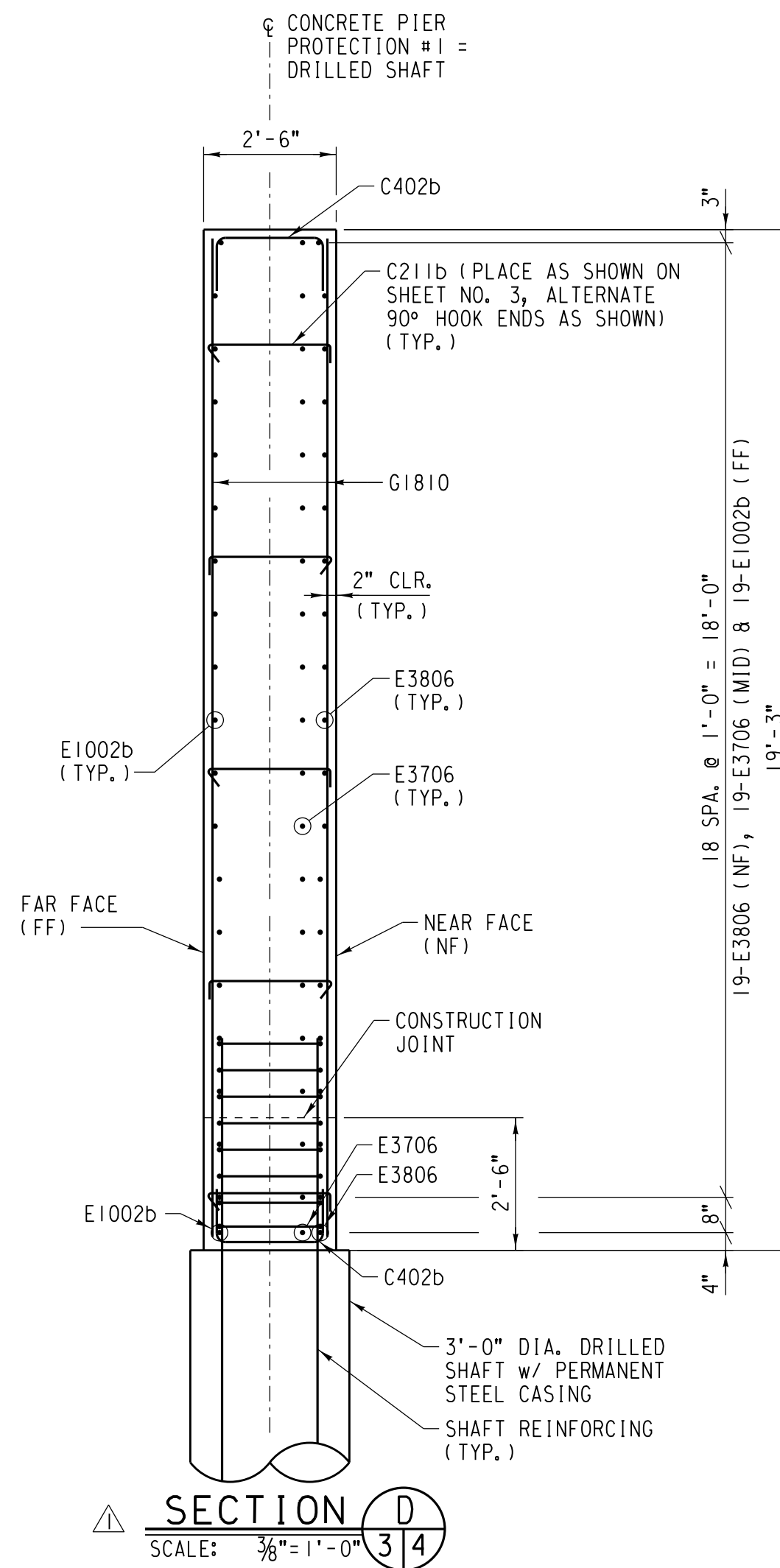


APPROVED FOR
UNION PACIFIC RAILROAD CO.
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HDR ENGINEERING, INC
(OMAHA, NE)

BY: (ORIGINAL SIGNED BY)
JEFFREY W. TEIG
DATE: 05-26-22

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NAME: GEORGE SARAH P. E.		DATE
McLean & Schultz		
CITY OF ONTARIO		
RECOMMENDED BY: BRYAN LIERLEY, P.E., ASST. CITY ENGINEER		DATE
ACCEPTED BY: KDOI DHO, P.E., CITY ENGINEER		DATE
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I	11/29/22	UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-8
NO.	DATE	REVISIONS





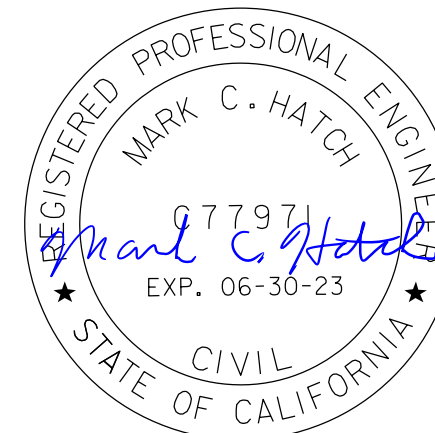
REGISTERED PROFESSIONAL ENGINEER
MARK C. HATCH
077971
EXP. 06-30-23
CIVIL
STATE OF CALIFORNIA

RECOMMENDED FOR ACCEPTANCE		
NAME: GEORGE SARAH P. E.		DATE
McLean & Schultz		
CITY OF ONTARIO		
RECOMMENDED BY: BRYAN LIERLEY, P.E., ASST. CITY ENGINEER		DATE
ACCEPTED BY: KHQ D0, P.E., CITY ENGINEER		DATE
/	/	
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I	11/29/22	UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-8
NO.	DATE	REVISIONS
 UNION PACIFIC RAILROAD Office of AVP Engineering Design		
LOCATION: OVHD 527.44 & 527.45 ALHAMBRA SUB. 3.1 MILES WEST OF FONTANA, CA		
FACILITY: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">CONCRETE PIER PROTECTION (EXISTING BENT #3)</div>		
DWG. TITLE: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">CONCRETE PIER PROTECTION #1 DETAILS (SHEET 2 OF 2)</div>		
PROJECT ID: 125100 WORK ORDER: 65374 DESIGN BY: AL0 CHECKED BY: PTL DRAWN BY: DJK CHECKED BY: AL0 SCALE: AS NOTED	ENGINEER: UP-DGW HDR-JWT <div style="text-align: center; font-weight: bold;">SHEET NO. 4 of 8</div>	LATITUDE: 34°03'53" N LONGITUDE: 117°31'27" W <div style="text-align: center; font-weight: bold;">C E NUMBER 118495</div>



△ CONCRETE PIER PROTECTION #2
SCALE: 3/8" = 1'-0"
(LOOKING AT NEAR FACE OF WALL)

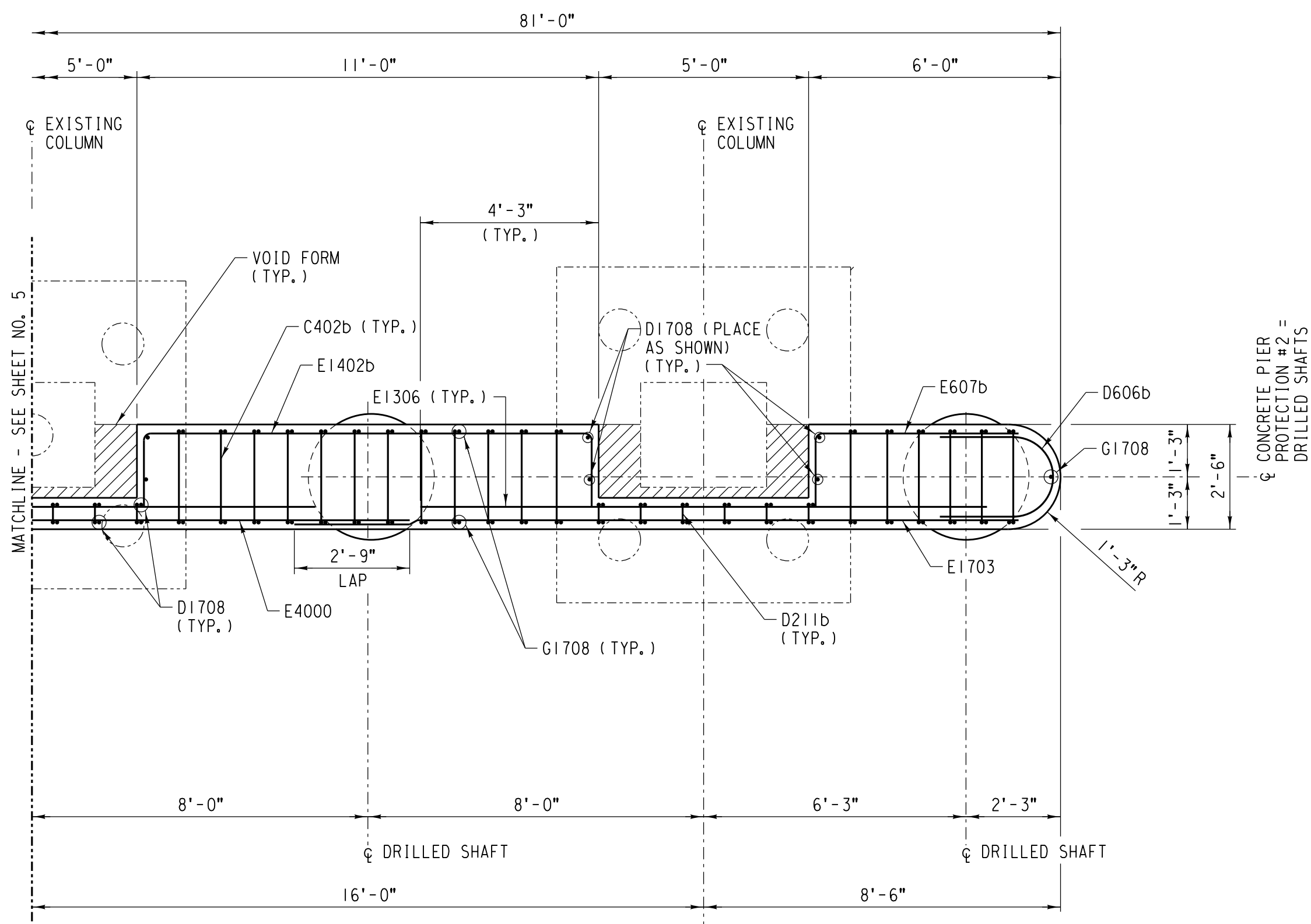
- BASE OF WALL
ELEV. 985.34



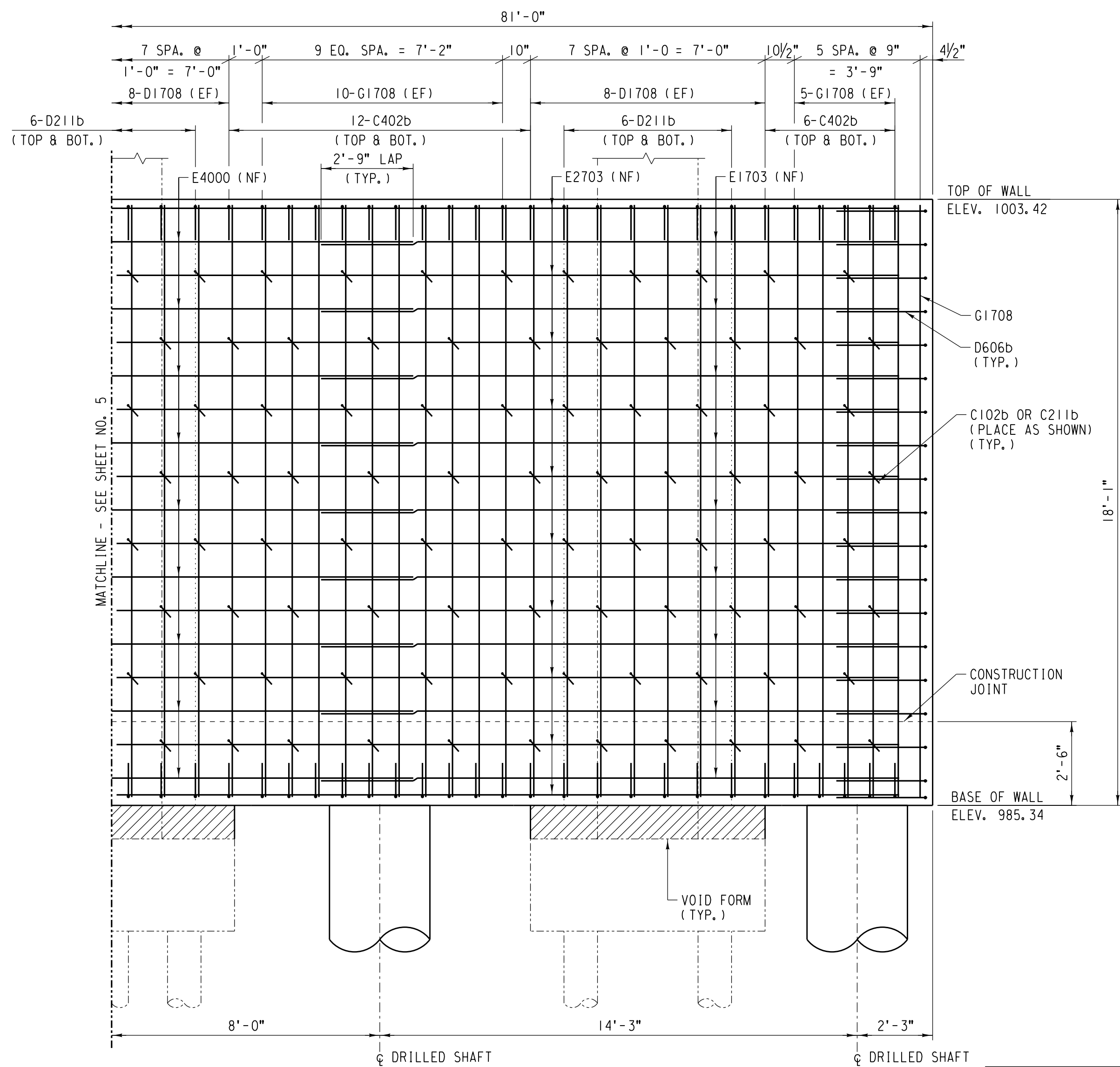
APPROVED FOR
UNION PACIFIC RAILROAD CO.
BY
HDR ENGINEERING, INC
(OMAHA, NE)

BY: (ORIGINAL SIGNED BY)
JEFFREY W. TEIG
DATE: 05-26-22

RECOMMENDED FOR ACCEPTANCE			
NAME: GEORGE SARAH P. E.			DATE
McLean & Schultz			
CITY OF ONTARIO			
RECOMMENDED BY: BRYAN LIERLEY, P.E., ASSY. CITY ENGINEER			DATE
ACCEPTED BY: KHOI DO, P.E., CITY ENGINEER			DATE
	/	/	
	/	/	
	/	/	
1	11/29/22	UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-8	
NO.	DATE	REVISIONS	
Office of AVP Engineering Design			
LOCATIONS OVDH 527.44 & 527.45 ALHAMBRA SUB. 3.1 MILES WEST OF FONTANA, CA			
FACILITY: <div style="text-align: center; padding: 10px;"> CONCRETE PIER PROTECTION (EXISTING BENT #3) </div>			
DWG. TITLE: <div style="text-align: center; padding: 10px;"> CONCRETE PIER PROTECTION #2 DETAILS (SHEET 1 OF 3) </div>			
PROJECT ID: 125100 WORK ORDER: 65374 DESIGN BY: ALO CHECKED BY: DJK DRAWN BY: PJK CHECKED BY: ALO SCALE: AS NOTED	ENGINEER: UP-DGW HDR-JWT <div style="text-align: center; padding: 5px;"> SHEET NO. 5 of 8 </div>		LATITUDE: 34° 03' 53" N LONGITUDE: 117° 31' 27" W <div style="text-align: center; padding: 5px;"> C E NUMBER 118495 </div>



PLAN

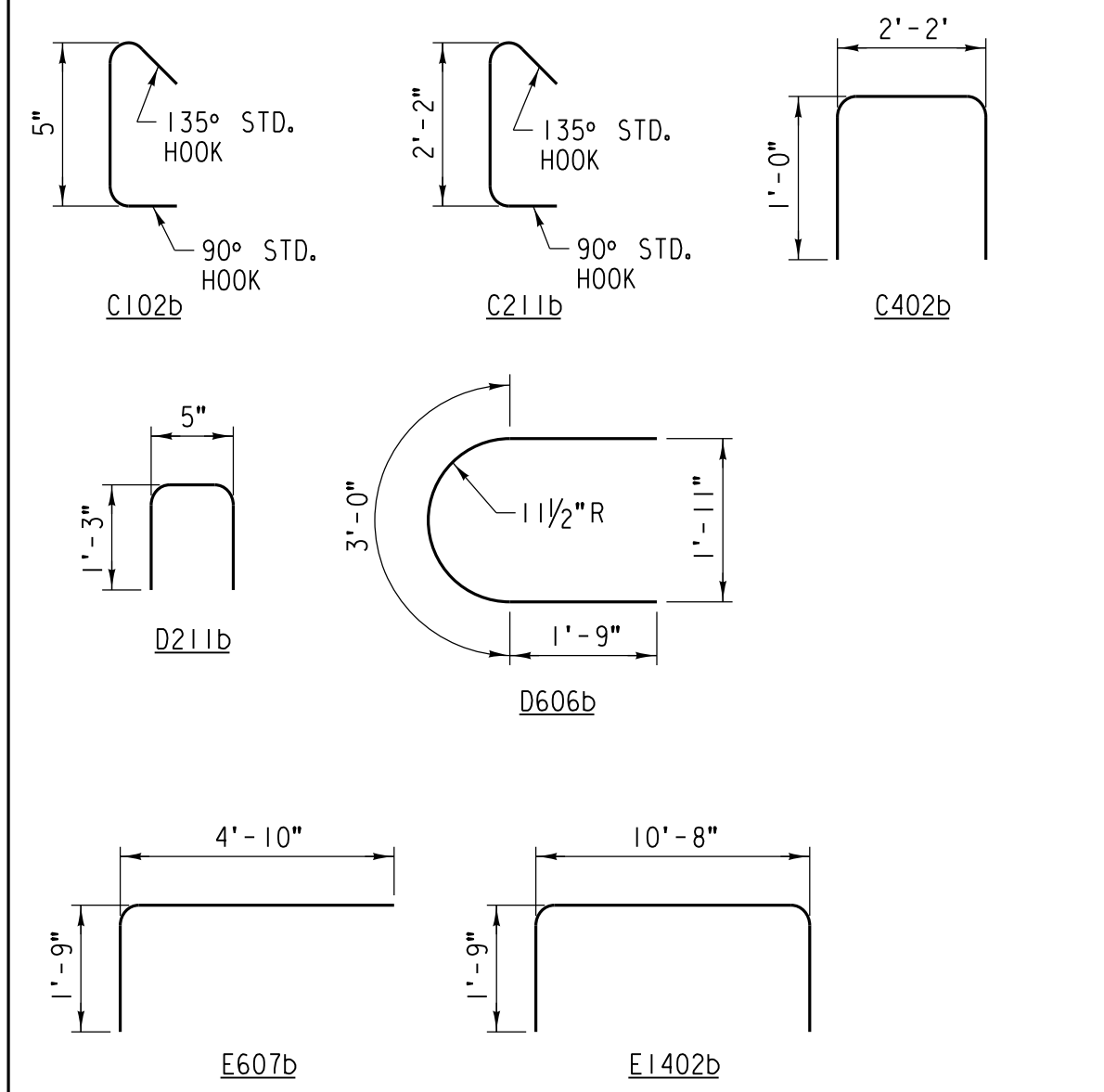


ELEVATION

CONCRETE PIER PROTECTION #2
SCALE: 3/8" = 1'-0"

NOTE:
NEAR FACE REINFORCING SHOWN ONLY FOR CLARITY.
FAR FACE REINFORCING MATCHES NEAR FACE SPACING.

BENDING DIAGRAM
(DIMENSIONS ARE OUT TO OUT)



NOTE:
BAR DESIGNATIONS CONSIST OF BAR SIZE & LENGTH
FOLLOWED BY THE LETTER "b" IF BENT. BAR SIZES
ARE REPRESENTED BY THE LETTERS A THROUGH L
CORRESPONDING TO BAR SIZE #2 THROUGH #18.
BAR LENGTHS ARE GIVEN IN FEET AND INCHES; THE
LAST TWO DIGITS ARE INCHES.

REINFORCING SCHEDULE

TOTAL	MARK	SIZE	LENGTH	SHAPE
120	C102b	#4	1'-2"	
176	C211b	#4	2'-11"	
120	C402b	#4	4'-2"	
60	D211b	#5	2'-11"	
38	D606b	#5	6'-6"	
100	D1708	#5	17'-8"	
38	E607b	#6	6'-7"	
76	E1402b	#6	14'-2"	
95	E1306	#6	13'-6"	
19	E1703	#6	17'-3"	
19	E2703	#6	27'-3"	
19	E4000	#6	40'-0"	
102	G1708	#8	17'-8"	

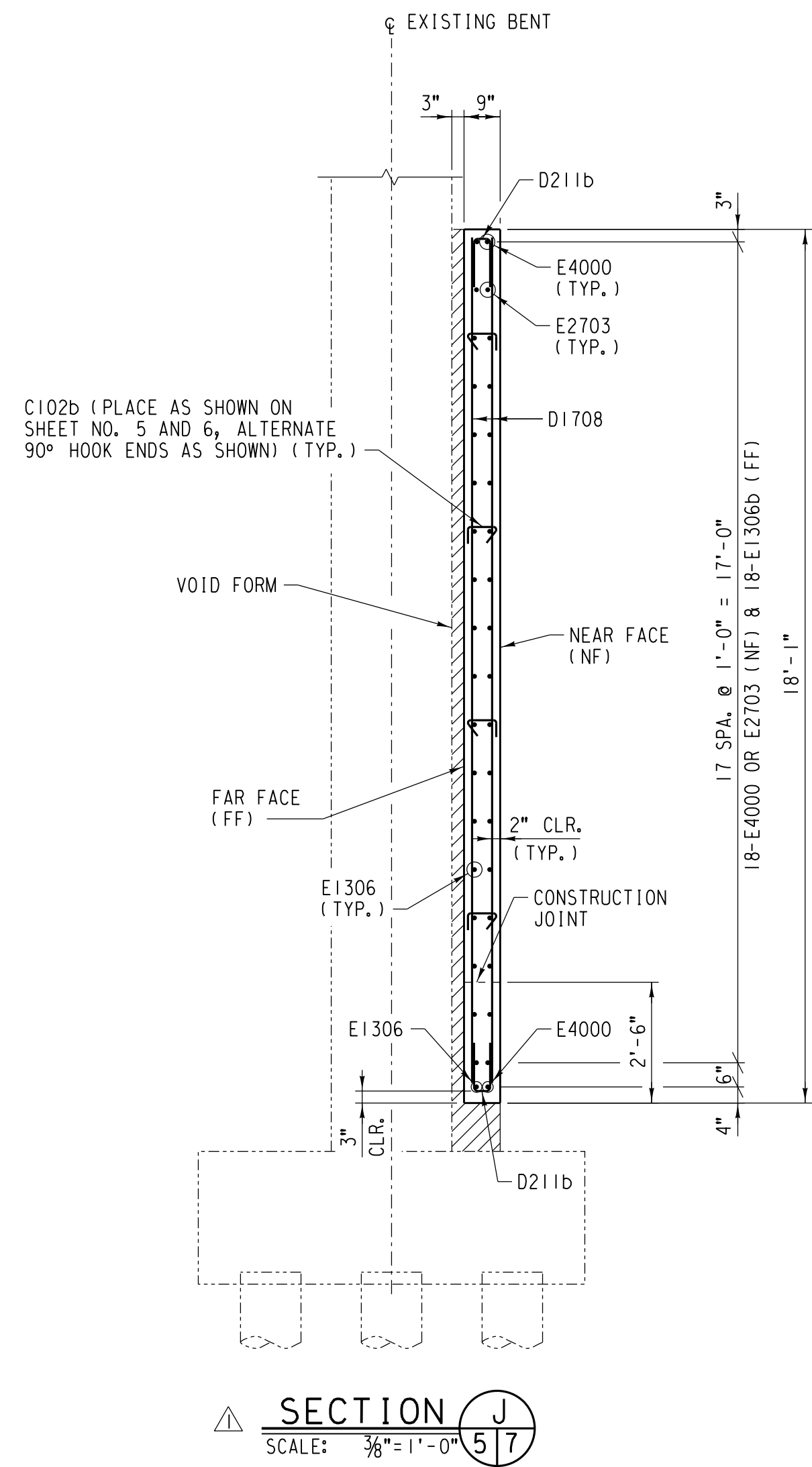
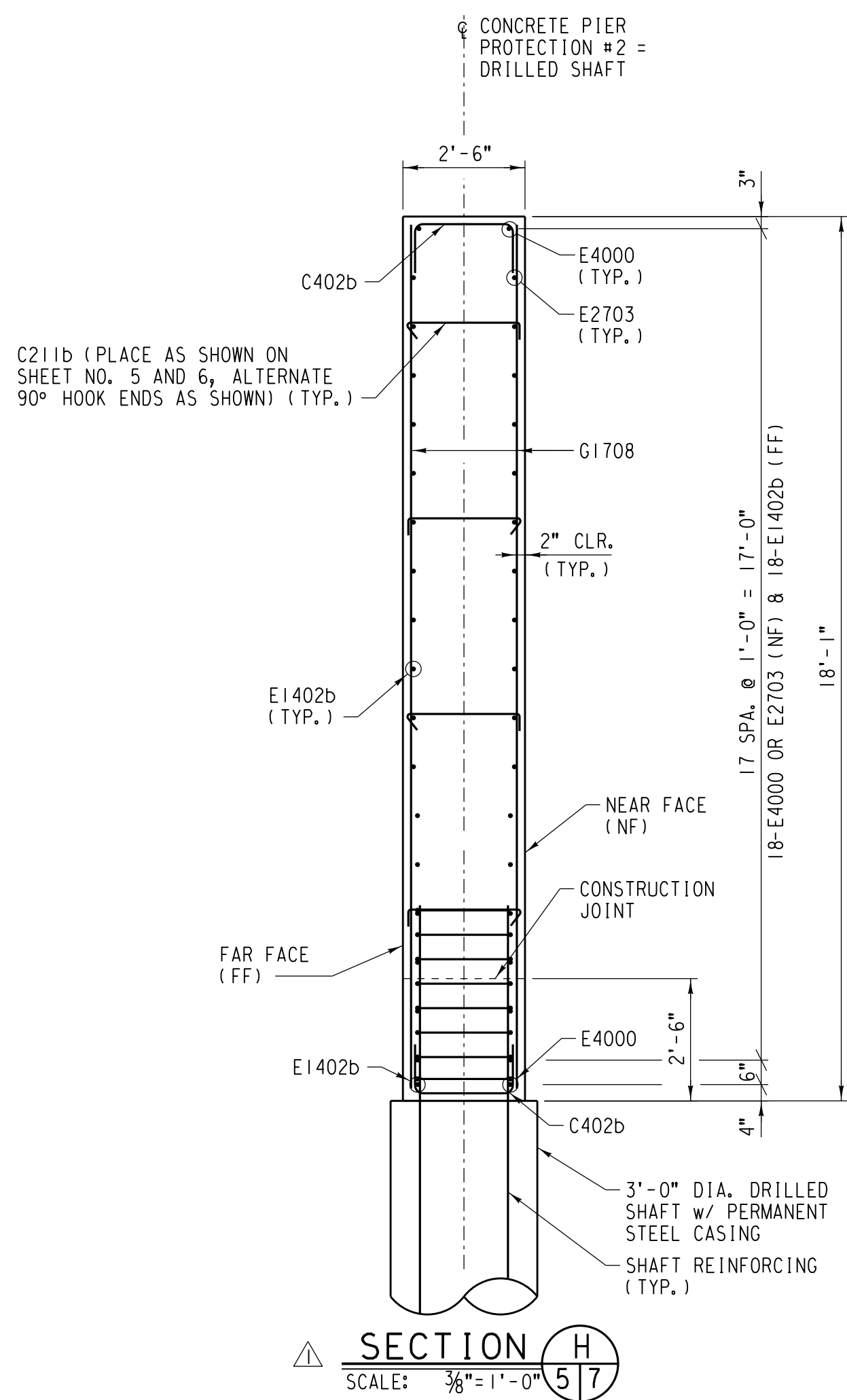
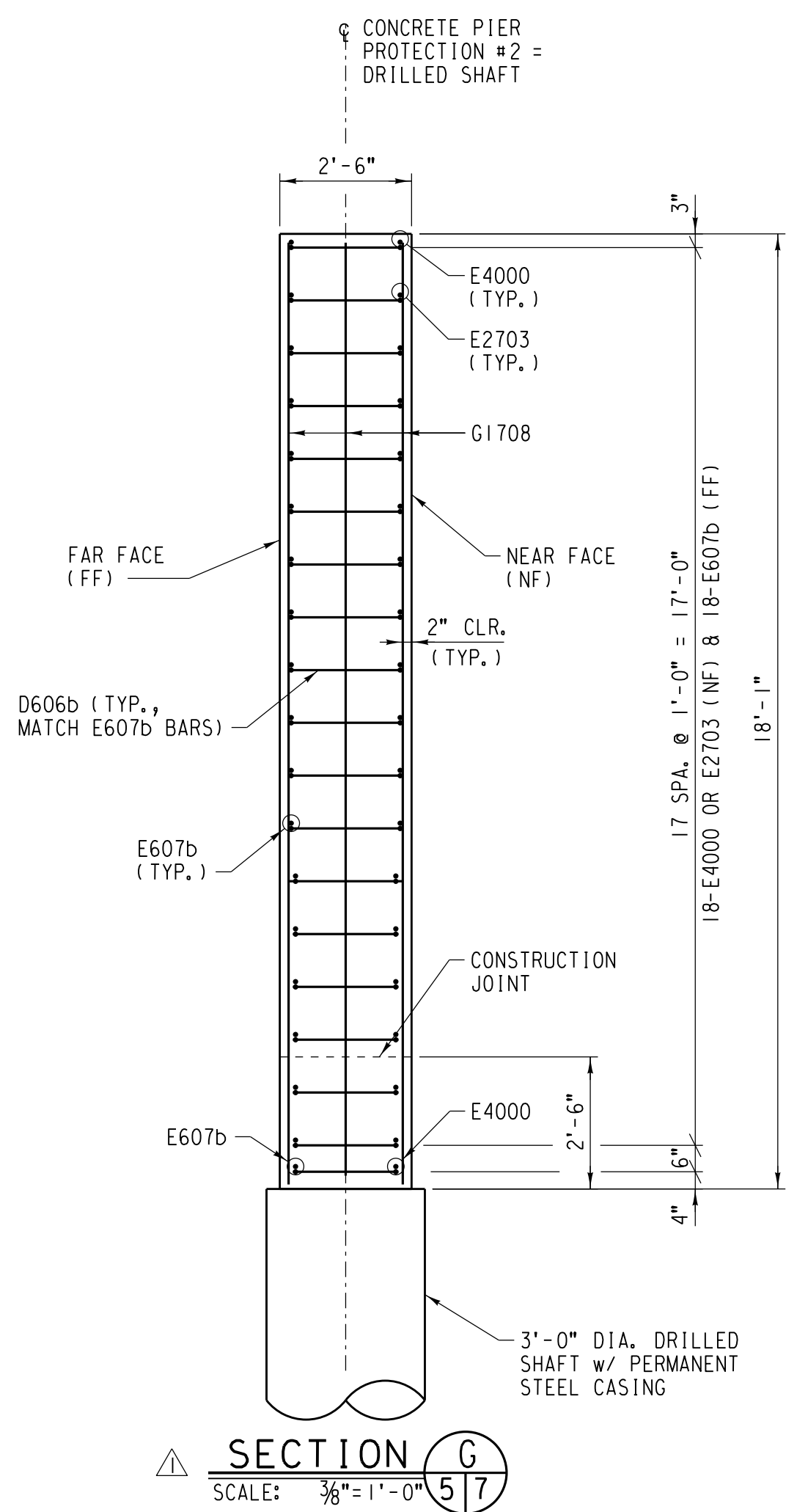
EST. WT. OF REINFORCING STEEL = 14,200 LB.

NOTES:
1. FOR CAST-IN-PLACE CONCRETE, REINFORCING
STEEL NOTES AND VOID FORM NOTES, SEE
SHEET NO. 4.
2. C102b AND C211b TIES SHOULD BE PLACED
AS SHOWN. THEY ARE SPACED APPROX. AT
2'-0" EACH WAY.
3. BOT. = BOTTOM
EF = EACH FACE
FF = FAR FACE
NF = NEAR FACE



APPROVED FOR
UNION PACIFIC RAILROAD CO.
BY
HDR ENGINEERING, INC
(OMAHA, NE)
BY: (ORIGINAL SIGNED BY)
JEFFREY W. TEIG
DATE: 05-26-22

RECOMMENDED FOR ACCEPTANCE	
NAME: GEORGE SARAH P. E.	DATE
McLean & Schultz	
CITY OF ONTARIO	
RECOMMENDED BY: BRYAN LIERLEY, P.E., ASST. CITY ENGINEER	DATE
ACCEPTED BY: KHOT DO, P.E., CITY ENGINEER	DATE
NO. DATE REVISIONS	
1 11/29/22 UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-8	
NO. DATE REVISIONS	
H&R	
UNION PACIFIC RAILROAD Office of AVP Engineering Design	
LOCATION: OVHD 527.44 & 527.45 ALHAMBRA SUB. 3.1 MILES WEST OF FONTANA, CA	
FACILITY: CONCRETE PIER PROTECTION (EXISTING BENT #3)	
DWG. TITLE: CONCRETE PIER PROTECTION #2 DETAILS (SHEET 2 OF 3)	
PROJECT ID: 125100 WORK ORDER: 65374 DESIGN BY: ALO CHECKED BY: PTL DRAWN BY: DJK CHECKED BY: ALO SCALE: AS NOTED	ENGINEER: UP-DGW HDR-JWT SHEET NO. 6 of 8 C E NUMBER 118495



- NOTES:
1. FOR CAST-IN-PLACE CONCRETE, REINFORCING STEEL NOTES AND VOID FORM NOTES, SEE SHEET NO. 4.
 2. FOR REINFORCING STEEL SCHEDULE, SEE SHEET NO. 6.
 3. BOT. = BOTTOM
FF = FAR FACE
NF = NEAR FACE



APPROVED FOR
UNION PACIFIC RAILROAD CO.
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ACCEPTED BY: KHOT DO, P.E., CITY ENGINEER DATE		
	/ /	
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I	11/29/22	UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-8
NO.	DATE	REVISIONS

HDR	
UNION PACIFIC RAILROAD	
Office of AVP Engineering Design	
LOCATION:	OVHD 527.44 & 527.45 ALHAMBRA SUB.
3.1 MILES WEST OF FONTANA, CA	
FACILITY:	
CONCRETE PIER PROTECTION (EXISTING BENT #3)	
DWC TITLE:	
CONCRETE PIER PROTECTION #2 DETAILS (SHEET 3 OF 3)	
PROJECT ID:	125100
WORK ORDER:	65374
DESIGN BY:	ALO
CHECKED BY:	PTL
DRAWN BY:	DJK
CHECKED BY:	ALO
SCALE:	AS NOTED
ENGINEER:	UP-DGW
HDR-JWT	
LATITUDE:	34°03'53" N
LONGITUDE:	111°31'27" W
SHEET NO.	7 of 8
C E NUMBER	118495

DRILLED SHAFT NOTES

GENERAL

- Drilled shafts have been designed in accordance with the AREMA Manual for Railway Engineering, Chapter 8, Part 2: Design and Part 24: Drilled Shaft Foundations.
- Drilled shafts shall derive their support from a combination of side friction and end bearing.
- Drilled shaft construction shall be in accordance with the AREMA Manual of Railway Engineering, Chapter 8: Concrete Structures and Foundations, Part 24: Drilled Shaft Foundations.
- Contractor shall submit proposed drilled shaft installation method with the bid. Installation methods shall be compatible with subsurface conditions at the site and shall be accepted by the Railroad prior to construction. Proposed method shall include equipment and procedures for excavation in soil and rock, permanent steel casing installation, temporary steel casing installation and withdrawal, reinforcing steel and concrete placement, as applicable.
- Subsurface conditions were approximated by HDR, Inc. as specified in the "Foundation Design Recommendations Memorandum", dated 9-27-2019. If actual subsurface conditions differ substantially from those provided, notify the Railroad immediately by phone, e-mail, or fax and in writing within 48 hours of such a determination.
- The Railroad will provide observation of the drilled shaft construction, perform required testing on construction materials, and determine the acceptability of the shaft installation within the terms and conditions of these notes and the drawings.
- The Contractor shall:
 - Construct drilled shafts as detailed and noted on these drawings and in accordance with these notes.
 - Provide an on-site supervisor and drillers having a minimum of five years of acceptable experience with the installation method to be used.
 - Develop and adhere to a program for quality control.
 - Perform all excavation and concrete placement work in the presence of the Railroad unless otherwise permitted.
 - Schedule and provide time and means for inspection of each drilled shaft before concrete placement.
 - Provide the means and opportunity to inspect the operation, take samples and make tests during the steel casing withdrawal and concrete placement.
- The Contractor shall submit the following to the Railroad for approval at least 14 days before the start of the work, if applicable:
 - Experience record of supervisory and drilling personnel.
 - Quality control program.
 - Detailed description of shaft construction method.
 - List of equipment and operating procedures.
 - Steel casing material properties and quantities in accordance with these notes.
 - Concrete materials and mix proportions in accordance with these notes.
 - Shop drawings showing placement of reinforcing steel, including splice details and locations.
 - Welding procedures for permanent steel casing and reinforcement.
 - AWS welder certification.
 - A test report from the slurry supplier giving the slurry type and admixtures and the physical and chemical properties of the mixed slurry.
- The Contractor shall submit the following to the Railroad during construction:
 - Notification of drilling 24 hours in advance to permit in-place inspection of the finished excavation prior to placement of reinforcing steel and concrete.
 - Reports of material quantities including concrete, reinforcing steel, steel casing, and slurry.
 - Certified mill test reports for reinforcing steel, including bar markings.
 - Down-hole slurry test results in accordance with the requirements in these notes.
 - Concrete batch-plant tickets containing the information required by ASTM C94.
 - Reports of as-built location, alignment, elevations, and dimensions of drilled shafts, specifically identifying any shafts that are not in accordance with the notes and drawings.
 - Graphical plot of depth or elevation vs. theoretical concrete volume and actual measured volume for each drilled shaft in accordance with these notes.

CAST-IN-PLACE CONCRETE

- All concrete material, placement, and workmanship shall be in accordance with Chapter 8: Concrete Structures and Foundations of the AREMA Manual for Railway Engineering.
- Minimum compressive strength at 28 days shall be 4000 psi.
- Concrete shall be proportioned such that the water-cement ratio (by weight) does not exceed 0.45. Concrete must contain a minimum of 6 sacks of cement per cubic yard of concrete.
- Aggregates shall be graded in accordance with ASTM C33. Coarse aggregate shall be size no. 67. Fine aggregate shall be natural sand.
- Air content shall be between 5% and 7% (by volume).
- Admixtures shall be submitted to the Railroad for acceptance.
- Prior to the addition of admixtures, concrete shall have a slump not greater than 6 inches. During placement, concrete shall have a slump of not less than 4 inches using the dry uncased or permanent steel casing method, 6 inches using the temporary steel casing method, or 7 inches using the slurry displacement method.
- Curing shall be accomplished by wet curing or membrane curing compound. Membrane curing compound shall conform to ASTM C309, Type 2.
- Do not use calcium chloride or any admixture containing intentionally added chloride ions. Testing for chloride ions is not required.

REINFORCING STEEL

- All reinforcing steel materials and placement shall be in accordance with Chapter 8: Concrete Structures and Foundations of the AREMA Manual for Railway Engineering.
- Reinforcing steel shall be deformed, new billet bars per current ASTM A615 specifications and meet Grade 60 requirements. Bars to be welded shall conform to the requirements of ASTM A706.
- Fabrication of reinforcing steel shall be per Chapter 7 of the CRSI Manual of Standard Practice. Dimensions of bending details are out to out of bar.

REINFORCING STEEL, CONT.

- Reinforcing steel cage shall be prefabricated. Reinforcing steel is to be securely tied to prevent deformation or relative displacement of bars during handling and concrete placement. Tack welding of reinforcing is prohibited.
- Splice bars in conformance with the drawings. Submit any alternative splice details to the Railroad for acceptance.
- The minimum clear distance between vertical reinforcing steel, including lapped bars, shall be 1.5 times the bar diameter or four times the maximum aggregate size, whichever is larger.
- Place reinforcing steel cage immediately prior to the start of concrete placement. Provide spacer rollers to maintain the reinforcing cage at the proper location. Secure the cage against displacement.
- Permissible reinforcing steel vertical movement during steel casing withdrawal, if any, shall be 6 inches.

STEEL CASING

- Installation of steel casing by driving or by vibratory hammer is prohibited.
- The use of a permanent steel casing is required for all drilled shafts. The use of a two casing system (temporary and permanent) shall not be used.
- Permanent steel casing shall have sufficient strength to withstand handling stresses, drilling stresses, concrete pressures, and surrounding earth and water pressures, if required. Steel for permanent casing shall conform to the requirements of ASTM A252 Grade 2. Submit size, wall thickness, type of steel and length of permanent casing to the Railroad for acceptance.
- The minimum wall thickness for the permanent steel casing shall be 1/2 inch, and any additional thickness needed depending on the Contractor's selected methods of transporting, handling and installing the casing.
- Submit the proposed method of steel casing installation and withdrawal, if any, prior to the mobilization of equipment to the site.
- Furnish full-penetration welds meeting the requirements of "Structural Welding Code - Steel" (ANSI/AWS D1.1) of the American Welding Society requirements for joints in non-corrugated permanent steel casings. Welders shall be AWS certified. Submit any alternative splice details to the Railroad for acceptance.
- Deliver steel casings to site in undamaged condition. Handle and protect steel casing to maintain diameter within 2 percent.

CONSTRUCTION

- Qualified construction personnel shall be present at the excavated hole at all times.
- Use tolerances for construction in accordance with ACI 117, except as noted.
- Top of drilled shafts shall be at the elevations shown in the Table of Elevations, Sheet No. 8.
- Provide permanent steel casing for shaft excavation. The Contractor shall not perform shaft excavation using uncased or open hole drilling methods with or without slurry. Make diameter of excavation such that the annular void space outside any permanent steel casing is minimized.
- Use excavation methods that leave the sides and bottom of the hole free of loose material that would prevent intimate contact of the concrete with firm, undisturbed soil. If loose or unacceptable material is present, re-clean hole to the satisfaction of the Railroad.
- Remove loose material and free water from bottom of drilled shafts, as required by the Railroad. Excavate the bottom of the shaft to a level plane within tolerance of 1 vertical to 12 horizontal, or as acceptable to the Railroad. Provide bottom area not less than that shown on the drawings or as acceptable to the Railroad. Hole shall be re-cleaned after any possible vibration of the ground or sloughing has occurred.
- The Railroad will verify actual final bearing levels and suitability of bearing stratum during excavation. Inspection and testing of the drilled shafts will be determined by the Railroad. For end-bearing shafts, explore bearing stratum with a probe hole to a minimum depth of two diameters below the bottom of each drilled shaft, unless waived by the Railroad.
- Provide a safe method of access for inspection of the bottom of the drilled shaft and personnel to facilitate inspection. Alternatives to direct down-hole inspection shall be subject to the acceptance of the Railroad. Provide all safety equipment called for by Federal, State, and Local laws for inspection and testing of drilled shafts and protection of workers during operation necessitating entry into the shaft.
- Keep all soil and excavated materials away from each open shaft excavation to avoid contamination of the excavation after final clean out.
- Dewater drilled shaft excavation prior to placing concrete. Dewater in a manner that will not create subsidence or ground loss that might adversely affect the drilled shaft or existing adjacent structures.
- If water inflow or sidewall instability encountered exceeds that acceptable to the Railroad, use alternative means to reduce inflow, such as extending steel casing, installing outside deep wells, grouting, or other acceptable means.
- Place concrete as soon as possible after completion of excavation and after acceptance. Notification of concrete placement shall be made at least 24 hours in advance unless waived by the Railroad.
- Do not start concrete placement until a concrete supply adequate to fill the shaft is assured. Place concrete within the time period during which the excavation remains clean and stable and the concrete remains fluid.
- Concrete shall be placed in such a manner as to limit free-fall distance of concrete to 8 feet. Free-fall distances greater than 8 feet shall not be allowed unless otherwise approved by the Railroad. Concrete should be directed so that the fall is vertical down the center of the shaft and the concrete does not hit sides of the hole or reinforcing steel cage.
- For placing concrete underwater, use tremie or concrete pumping with acceptable procedures in accordance with AREMA Manual of Railway Engineering, Chapter 8, Sections 1.14 and 1.15.
- Place concrete in shaft in one continuous operation unless otherwise permitted by the Railroad. Level, roughen and clean surface of construction joints to the satisfaction of the Railroad prior to recommencement of concrete placement. Provide reinforcing dowels or shear key when required by the Railroad.

CONSTRUCTION, CONT.

- Theoretical concrete volume shall be computed based on actual drilled shaft dimensions as measured in the field. Actual concrete volume shall be recorded during placement at intervals not exceeding one shaft diameter and plotted on a graph vs. theoretical volume to check for proper shaft geometry.
- Perform concrete testing for quality control to supplement the Railroad's testing, or accept the Railroad's test results. The Railroad will perform compression tests at 28 days.
- Protect tops of shafts against damage and for curing to prevent moisture loss and temperature extremes in accordance with AREMA Manual of Railway Engineering, Chapter 8, Part 1: Materials, Tests and Construction Requirements
- Completely fill annular space between permanent steel casing and shaft excavation using a procedure acceptable to the Railroad.

REINFORCING SCHEDULE

DRILLED SHAFT-PIER #1 PROTECTION					
TOTAL	PER SHAFT	MARK	SIZE	LENGTH	SHAPE
104	26	D800b	#5	8'-0"	○
32	8	J1300	#11	13'-0"	—

EST. WT. OF REINFORCING STEEL = 3,080 LB.

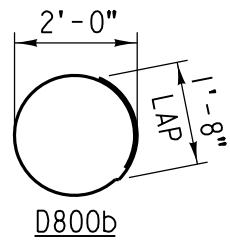
REINFORCING SCHEDULE

DRILLED SHAFT-PIER #2 PROTECTION					
TOTAL	PER SHAFT	MARK	SIZE	LENGTH	SHAPE
156	26	D800b	#5	8'-0"	○
48	8	J1300	#11	13'-0"	—

EST. WT. OF REINFORCING STEEL = 4,620 LB.

BENDING DIAGRAM

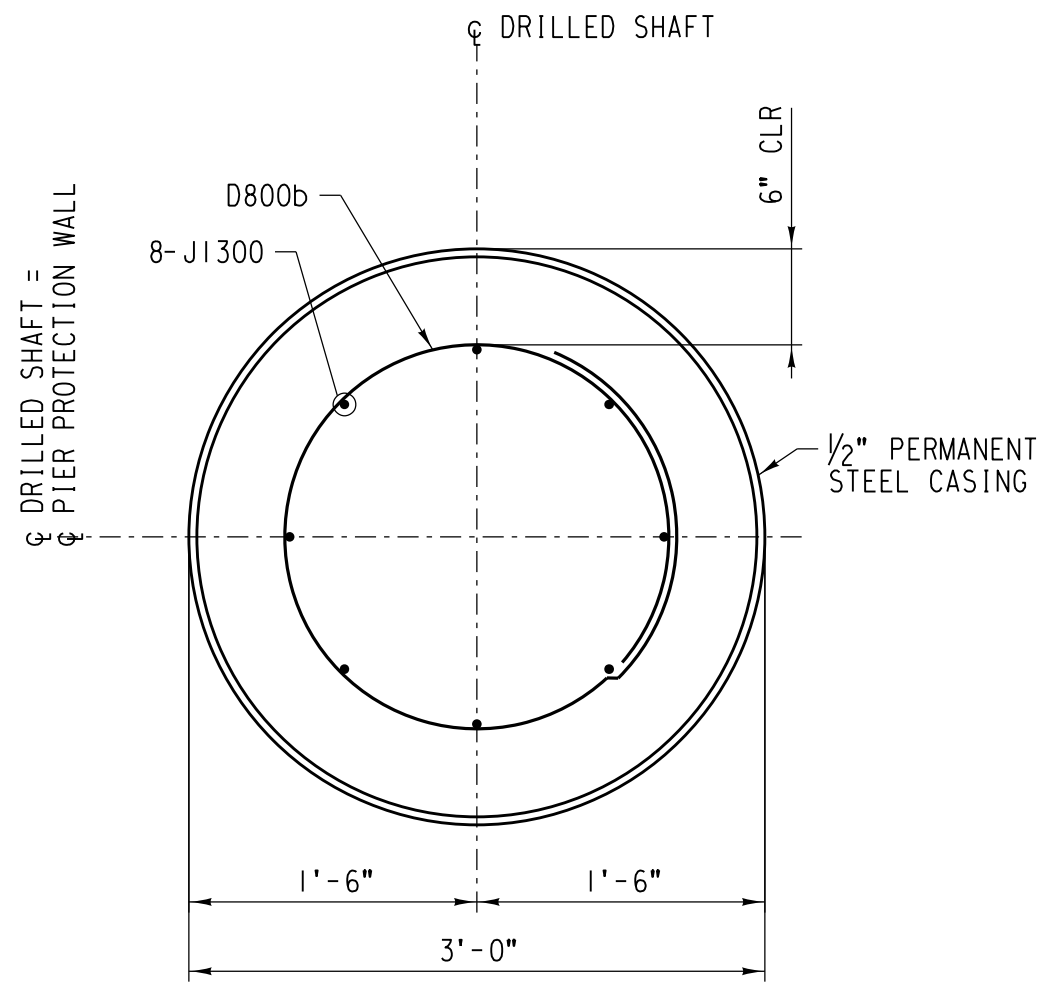
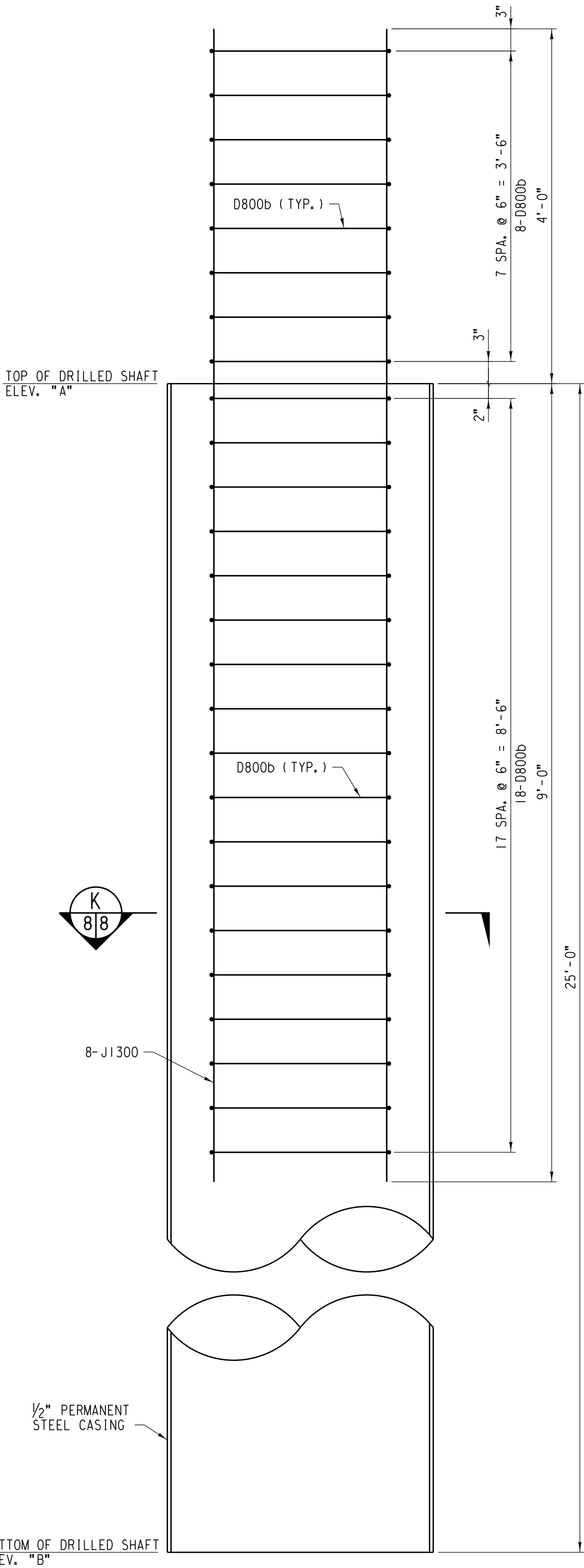
(DIMENSIONS ARE OUT TO OUT)



NOTE:
BAR DESIGNATIONS CONSIST OF BAR SIZE & LENGTH FOLLOWED BY THE LETTER "b" IF BENT. BAR SIZES ARE REPRESENTED BY THE LETTERS A THROUGH L CORRESPONDING TO BAR SIZE #2 THROUGH #18. BAR LENGTHS ARE GIVEN IN FEET AND INCHES; THE LAST TWO DIGITS ARE INCHES.

ELEVATIONS TABLE

PIER PROTECTION	"A"	"B"
#1	983.87	958.87
#2	985.34	960.34



SECTION K
SCALE: 1"=1'-0"



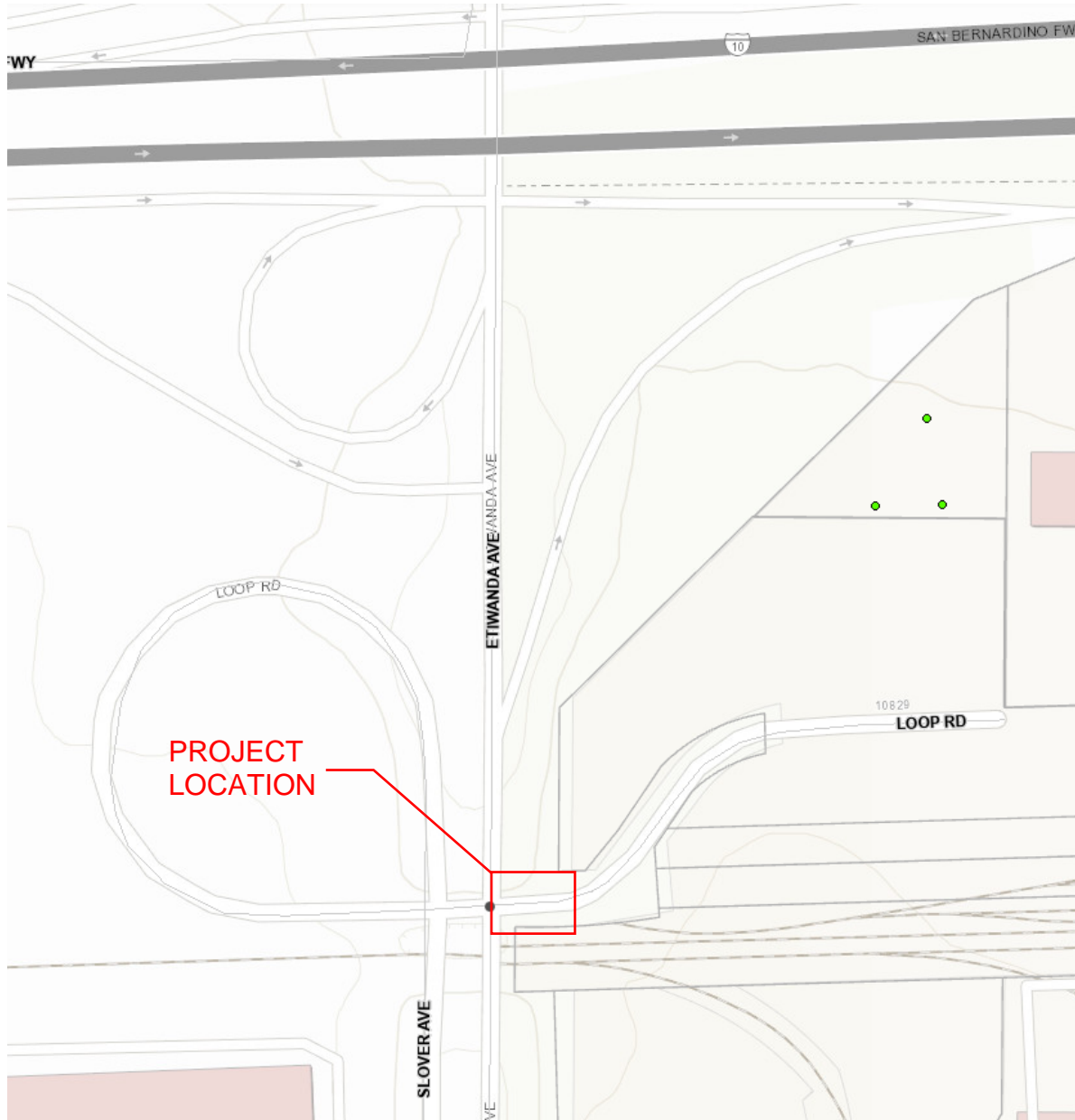
APPROVED FOR
UNION PACIFIC RAILROAD CO.
BY
HDR ENGINEERING, INC
(OMAHA, NE)
BY: (ORIGINAL SIGNED BY) JEFFREY W. TEIG
DATE: 05-26-22

DRILLED SHAFT DETAIL

SCALE: 1"=1'-0"

RECOMMENDED FOR ACCEPTANCE		
NAME: GEORGE SARAH P. E.		DATE
McLean & Schuitz		
CITY OF ONTARIO		
RECOMMENDED BY: BRYAN LIERLEY, P.E., ASST. CITY ENGINEER		DATE
ACCEPTED BY: KHOT DO, P.E., CITY ENGINEER		DATE
	/ /	
	/ /	
	/ /	
I	11/29/22	UPDATED FOR CITY OF ONTARIO COMMENTS SHTS. 1-8
NO.	DATE	REVISIONS
HDR		
UNION PACIFIC RAILROAD Office of AVP Engineering Design		
LOCATION: OHVD 527.44 & 527.45 3.1 MILES WEST OF FONTANA, CA		ALHAMBRA SUB.
FACILITY: CONCRETE PIER PROTECTION (EXISTING BENT #3)		
DWG TITLE: DRILLED SHAFT DETAILS AND NOTES		
PROJECT ID: 125100	ENGINEER: UP-DGW	LATITUDE: 34°03'53" N
WORK ORDER: 65374	UP-DGW	LONGITUDE: 117°31'27" W
DESIGN BY: MCH		
CHECKED BY: GPM		
DRAWN BY: MAM	SHEET NO. 8 of 8	C E NUMBER 118495
CHECKED BY: MCH		
SCALE: AS NOTED		

VICINITY MAP





City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2424

Agenda #: M.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Award bid for the Active Transportation Program (ATP) Safe Routes to School (SRTS) Pedestrian Improvements Project on Ramona, Alder, Locust Avenue Project [Federal ID No. ATPSB1L-5307 (027)] (Bid No. SB-67-DE-23).

RECOMMENDATION:

1. Award bid and authorize the City Manager to execute a construction contract with Riverside Construction Company, Inc. for the construction of the Active Transportation Program (ATP) Safe Routes to School (SRTS) Pedestrian Improvements Project along Ramona, Alder, Locust Avenue, Federal ID No. ATPSB1L-5307(027), in the amount of \$4,218,475.00 and authorize a 10% contingency in the amount of \$421,847.50 (Bid No. SB-67-DE-23).
2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Active Transportation Program (ATP) Safe Routes to School (SRTS) Pedestrian Improvements Project on Ramona, Alder, Locust Avenue Project Federal ID No. ATPSB1L-5307(027) (Bid No. SB-67-DE-23).
3. Appropriate \$645,000.00 from Local Measure I Fund No. 246 to the Safe Routes to School Pedestrian Improvements Project along Ramona, Alder, Locust Avenues Project No. 3339.

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

DISCUSSION:

On October 14, 2017, the City Council accepted an Active Transportation Program Grant in the amount of \$1,918,000.00 to fund the design and construction of the Safe Routes to School Project along four (4) segments within the City. The segments are: Ramona Avenue between Juniper Avenue and Sierra Avenue, Alder Avenue between Baseline Avenue and Shamrock Avenue, and two segments along Locust Avenue between Miller Avenue and Arrow Boulevard. The proposed

improvements include installation of Americans with Disabilities Act (ADA) compliant sidewalks, curb and gutter, ADA curb ramps, street striping and traffic signs, and bike lanes where none currently exist.

On July 28, 2023, at 2:00 p.m. the bids for this contract were opened. A total of three (3) bids were received ranging from \$4,218,475.00 to \$5,567,282.80. Riverside Construction Company, Inc. is the lowest bidder in the amount of \$4,218,475.00. The Engineer's estimate was \$3,575,000.00. After reviewing the proposed bid documents, Engineering staff has determined Riverside Construction Company, Inc. to be the lowest responsive and responsible bidder.

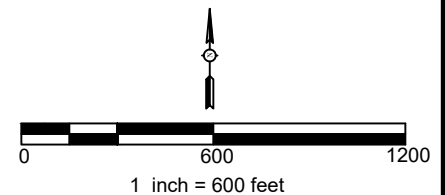
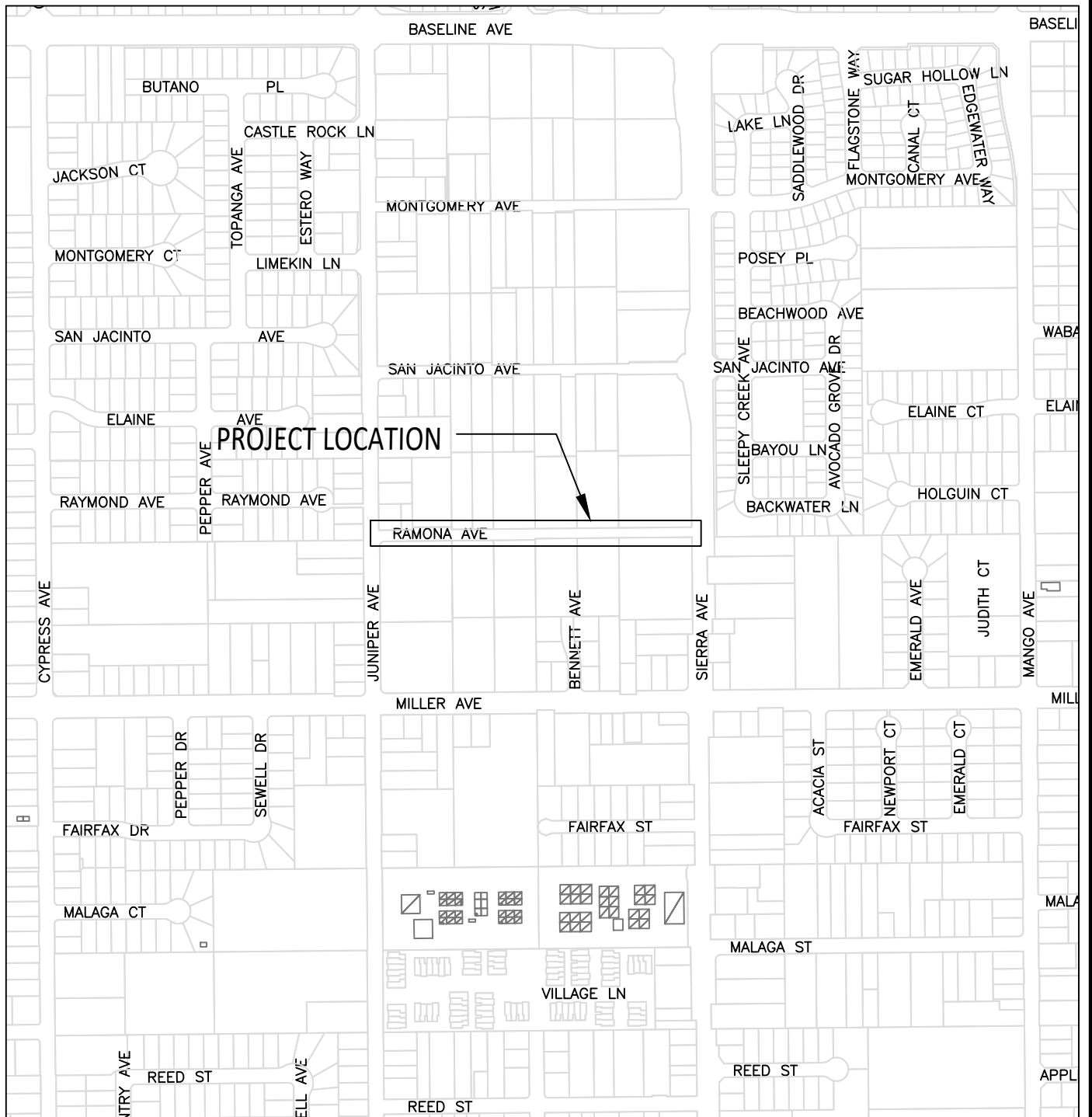
FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$4,640,322.50, for the full term of the construction contract. The available budget is about \$4,570,742. Considering all projected expenses, an additional \$645,000.00 is being requested in 37603339-246-D-8330 and is not included in the FY 2023-2024 budget. The request will be submitted in the next quarterly budget report and will be funded by Local Measure I Fund No. 246. All future costs will be included in subsequent fiscal year budgets.

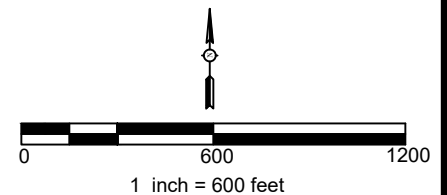
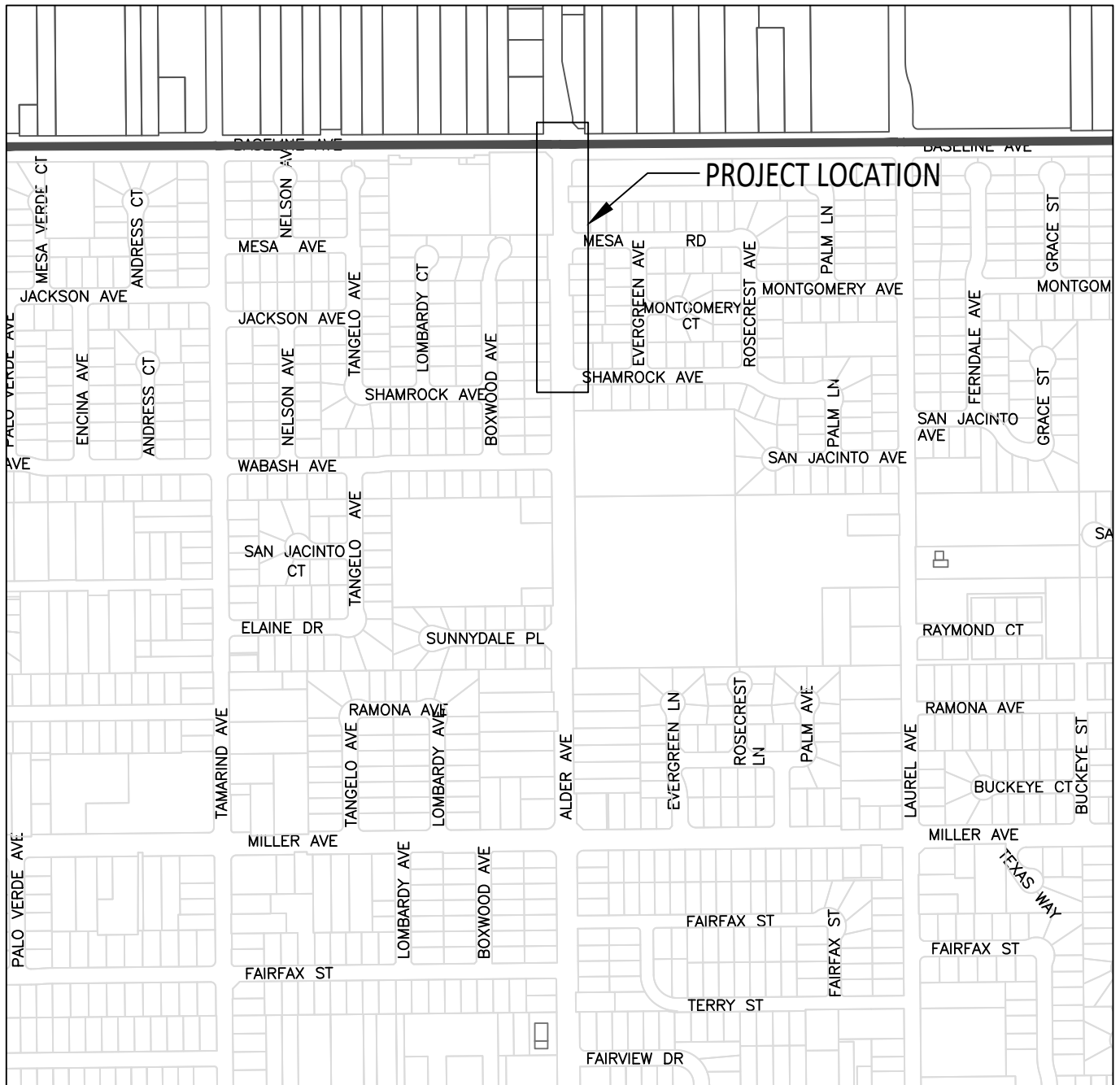
MOTION:

Approve staff recommendation.

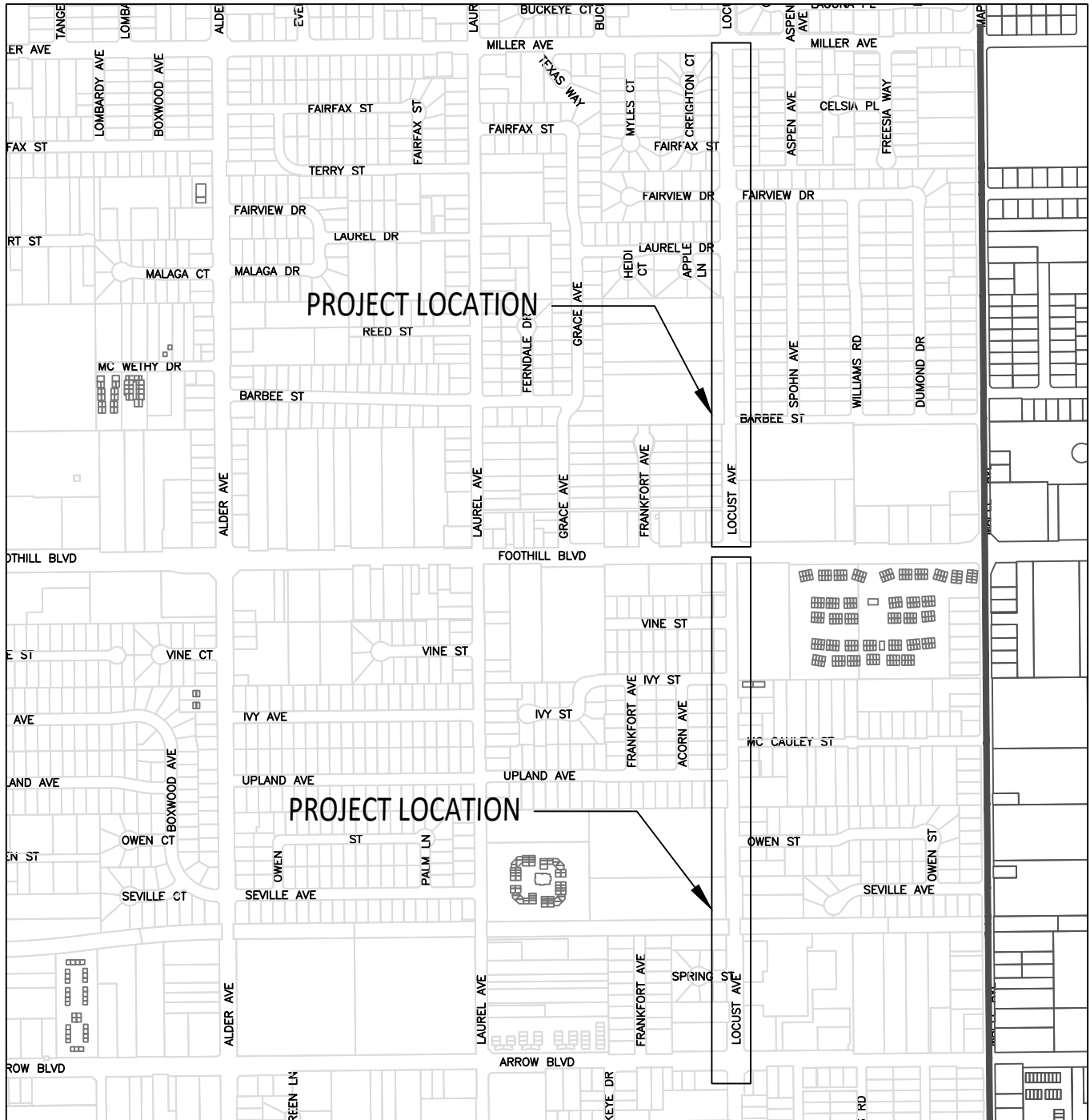
FONTANA'S SAFE ROUTES TO SCHOOLS PEDESTRIAN IMPROVEMENTS PROJECT FEDERAL PROJECT NO. ATPSB1L-5307(027) SEGMENT: RAMONA AVE. FROM JUNIPER AVE. TO SIERRA AVE.



FONTANA'S SAFE ROUTES TO SCHOOLS PEDESTRIAN
IMPROVEMENTS PROJECT
FEDERAL PROJECT NO. ATPSB1L-5307(027)
SEGMENT: ALDER AVE. FROM BASELINE AVE. TO SHAMROCK AVE.



FONTANA'S SAFE ROUTES TO SCHOOLS PEDESTRIAN
IMPROVEMENTS PROJECT
FEDERAL PROJECT NO. ATPSB1L-5307(027)
SEGMENTS: LOCUST AVE. FROM MILLER AVE. TO FOOTHILL BLVD.
AND LOCUST AVE. FROM FOOTHILL BLVD. TO ARROW RTE.



Bid Results

RAMONA, ALDER, LOCUST AVENUE SAFE ROUTES TO SCHOOL PEDESTRIAN IMPROVEMENTS PROJECT [Federal ID No. ATPSB1L-5307(027)] (SB-67-DE-23)

- | | |
|--|----------------|
| 1. Riverside Construction Company, Inc.
Riverside, CA | \$4,218,475.00 |
| 2. All American Asphalt
Corona, CA | \$5,237,669.00 |
| 3. Nationwide Contracting Services, Inc.
Huntington Beach, CA | \$5,567,282.80 |

Bid Results

Bidder Details

Vendor Name	Riverside Construction Company, Inc.
Address	4225 Garner Rd. Riverside, California 92501 United States
Respondee	Bryan Lounsbury
Respondee Title	Secretary/Treasurer
Phone	951-682-8308
Email	estimating@rivconstruct.com
Vendor Type	CADIR
License #	266222
CADIR	1000003993

Bid Detail

Bid Format	Electronic
Submitted	07/28/2023 1:43 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	338241

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Riverside Const bid document.pdf	Riverside Const bid document.pdf	Bid Document
Bid Bond.pdf	Bid Bond.pdf	Bid Bond

Subcontractors

Showing 8 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
California Professional Engineering, 19062 San Jose Ave La Puente, California 91748	traffic signal modifications	793907	1000377609	\$179,671.00	DBE, OSB
Ferreira Construction Co, Inc DBA Ferreira Construction Co, 10370 Commerce Center Drive, Suite 100 ferreiraconstruction.com Rancho Cucamonga, California 91733	install fence and gates	985180	1000001634	\$413,472.50	CADIR
Granstrom Masonry, Inc. 19530 Normandie Ave Torrance, California 90504	Slough wall, CMU wall and pilasters	629489	1000004794	\$128,939.00	
HARDY LANDSCAPE 21520 AMBUSHERS ST DIAMOND BAR, California 91765	R&R Landscape & Irrigation	905954	1000042805	\$119,000.00	
ONYX PAVING COMPANY INC. 2890 EAST LA CRESTA AVE ANAHEIM, California 92806	Asphalt paving	630360	1000004798	\$636,000.00	
Pavement Recycling Systems, Inc 10240 San Sevaine Way Jurupa Valley, California 91752	Cold Mill AC	569352	1000003363	\$62,438.00	
Superior Pavement Markings PO Box 278 Beaumont, California 92223	Striping & signs	776306	1000001476	\$112,633.00	
treesmith enterprises 1551 n miller street anaheim, California 92806	Remove trees	802705	1000001838	\$84,270.00	OSB, WBE, MBE

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
GENERAL							\$726,500.00		
1			MOBILIZATION/DEMObILIZATION	LS	1	\$519,000.00	\$519,000.00	Yes	
2			CLEARING AND GRUBBING; MISCELLANEOUS REMOVALS	LS	1	\$90,000.00	\$90,000.00	Yes	
3			SWPPP, BMP AND NPDES REQUIREMENTS PER BID DOCUMENTS	LS	1	\$50,000.00	\$50,000.00	Yes	
4			PROJECT SIGN	EA	6	\$3,000.00	\$18,000.00	Yes	
5			PORTABLE DIGITAL MESSAGE BOARDS (REQUIRED FOR 14 CONTINUOUS DAYS PRIOR TO START OF CONSTRUCTION)	LS	1	\$49,500.00	\$49,500.00	Yes	
CIVIL-STREET/STORM DRAIN							\$3,007,975.00		
6			SAWCUT AND REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND SUBGRADE AS REQUIRED PER CITY OF FONTANA STD. PLAN NO. 1008 AND PER DETAIL "A", SEE SHEET 2.	SF	52840	\$1.80	\$95,112.00	Yes	
7			SAWCUT AND REMOVE EXISTING PCC SIDEWALK, DRIVE APPROACH AND/OR DRIVEWAY ACCESS, AS SHOWN, AND EXISTING PCC RAMP AS REQUIRED TO CONSTRUCT PROPOSED IMPROVEMENTS.	SF	9523	\$2.00	\$19,046.00	Yes	
8			SAWCUT AND REMOVE EXISTING AC SIDEWALK OR RAMP	SF	3386	\$2.00	\$6,772.00	Yes	
9			SAWCUT AND REMOVE EXISTING PCC CURB AND/OR GUTTER.	LF	1196	\$11.00	\$13,156.00	Yes	
10			SAWCUT AND REMOVE EXISTING AC DIKE OR BERM.	LF	2800	\$1.70	\$4,760.00	Yes	
11			REMOVAL OF STORM DRAIN ITEMS (INCLUDING 8" CMP DRAINAGE PIPE AND OUTLET, SD STRUCTURE AND CONNECTING PIPING, AND DRAINAGE OUTLET STRUCTURE INCLUDING MANHOLES. PER DEMOLITION SHEETS)	LS	1	\$15,000.00	\$15,000.00	Yes	
12			CONTRACTOR TO ADJUST TO GRADE EXISTING WATER METER AND BOX PER FONTANA WATER COMPANY STANDARDS. ADJUSTMENTS SHALL BE COORDINATED WITH FONTANA WATER COMPANY.	EA	49	\$1,100.00	\$53,900.00	Yes	
13			REMOVE EXISTING BLOCK WALL (UP TO 3' HIGH), AS NOTED.	LF	15	\$180.00	\$2,700.00	Yes	
14			REMOVE AND REPLACE EXISTING FENCE IN-KIND. SEE PROPOSED IMPROVEMENT PLANS FOR RELOCATION. (REMOVAL ONLY)	LF	1315	\$28.00	\$36,820.00	Yes	
15			REMOVE ITEM - ADDENDUM NO. 1	EA	0	\$0.00	\$0.00	Yes	
16			REMOVE AND REPLACE/RECONSTRUCT LANDSCAPE AND IRRIGATION IN KIND, TO LIKE CONDITION OR BETTER, AS REQUIRED FOR IMPROVEMENTS.	LS	1	\$75,000.00	\$75,000.00	Yes	
17			REMOVE EXISTING TREE, PALM TREE AND/OR STUMP AS REQUIRED.	EA	53	\$1,800.00	\$95,400.00	Yes	
18			SAWCUT AND REMOVE EXISTING AC DRIVE APPROACH AND/OR DRIVEWAY ACCESS AS SHOWN.	SF	4950	\$1.90	\$9,405.00	Yes	
19			REMOVE AND/OR RELOCATE EXISTING BOLLARDS PER PROPOSED IMPROVEMENT PLANS AS REQUIRED.	EA	6	\$1,000.00	\$6,000.00	Yes	
20			SAWCUT AND REMOVE EXISTING PCC CROSS GUTTER AND/OR SPANDREL AS REQUIRED TO CONSTRUCT PROPOSED IMPROVEMENTS. (DEMO PORTION)	SF	3370	\$4.50	\$15,165.00	Yes	
21			REMOVE AND RELOCATE/REPLACE EXISTING MAIL BOX AS SHOWN ON PROPOSED IMPROVEMENT PLANS (NEW MAILBOXS PER USPS CONSTRUCTION STANDARDS).	EA	32	\$1,000.00	\$32,000.00	Yes	
22			REMOVE AND REPLACE EXISTING CHAIN-LINK/WROUGHT IRON GATE AS SHOWN ON PROPOSED IMPROVEMENT PLANS. (REMOVAL ONLY)	EA	15	\$1,100.00	\$16,500.00	Yes	
23			ADJUST EXISTING MANHOLE TO GRADE.	EA	10	\$2,000.00	\$20,000.00	Yes	
24			REMOVE AND REPLACE EXISTING WROUGHT IRON GATE, INCLUDING CONCRETE BLOCK PILASTERS AND FENCE AS REQUIRED TO CONSTRUCT PROPOSED IMPROVEMENTS. (REMOVAL ONLY)	LF	107	\$55.00	\$5,885.00	Yes	
25			SAWCUT AND REMOVE EXISTING BRICK WALK PAD AS REQUIRED.	SF	50	\$15.00	\$750.00	Yes	
26			SAWCUT AND REMOVE TYPICAL ROCK TREATMENT.	SF	389	\$27.00	\$10,503.00	Yes	
27			CONSTRUCT TYPICAL ROCK TREATMENT PER CITY OF FONTANA STD. PLAN NO. 5045.	SF	588	\$21.00	\$12,348.00	Yes	
28			CONSTRUCT 3" ASPHALT CONCRETE PAVEMENT OVER 1.0' MIN. OF 95% COMPACTED NATIVE SOIL PER CITY OF FONTANA STD. PLAN NO. 1008 AND PER DETAIL "A", SEE SHEET 2.	TONS	300	\$195.00	\$58,500.00	Yes	
29			REMOVE EXISTING WROUGHT IRON FENCE INCLUDING CMU BLOCK WALL AND PILASTERS.	LF	159	\$135.00	\$21,465.00	Yes	
30			GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE PAVEMENT (2" MIN.) PER CITY OF FONTANA STD. PLAN NO. 1008 AND PER DETAIL "A", SEE SHEET 2.	SF	90490	\$0.70	\$63,343.00	Yes	
31			CONSTRUCT 2" ASPHALT CONCRETE OVERLAY PER CITY OF FONTANA STD. PLAN NO. 1008 AND PER DETAIL "A", SEE SHEET 2.	TONS	2350	\$126.00	\$296,100.00	Yes	
32			CONSTRUCT 4.5" ASPHALT CONCRETE PAVEMENT OVER 1.0' MIN. OF 95% COMPACTED NATIVE SOIL PER CITY OF FONTANA STD. PLAN NO. 1008 AND PER DETAIL "A", SEE SHEET 2.	TONS	2100	\$160.00	\$336,000.00	Yes	
33			CONSTRUCT 4" ASPHALT CONCRETE PAVEMENT OVER 1.0' MIN. OF 95% COMPACTED NATIVE SOIL DRIVEWAY ACCESS.	SF	1200	\$25.00	\$30,000.00	Yes	
34			CONSTRUCT 4" PCC SIDEWALK, WIDTH AS NOTED PER CITY OF FONTANA STD. PLAN NO. 1006.	SF	25196	\$11.00	\$277,156.00	Yes	
35			CONSTRUCT 8" PCC CURB AND/OR GUTTER PER CITY OF FONTANA STD. PLAN NO. 1000.	LF	4450	\$45.00	\$200,250.00	Yes	
36			CONSTRUCT 8" AC DIKE PER CITY OF FONTANA STD. PLAN NO. 1007.	LF	291	\$40.00	\$11,640.00	Yes	
37			CONSTRUCT 8" PCC COMMERCIAL-INDUSTRIAL DRIVEWAY CURB ADJACENT SIDEWALKS PER CITY OF FONTANA STD. PLAN NO. 1001. MODIFY LAYOUT PER DRIVEWAY DETAIL 1, SEE SHEET 2 AND PER GRADING DETAIL SHEETS 27 TO 29.	SF	4528	\$17.00	\$76,976.00	Yes	

38		CONSTRUCT 6" PCC RESIDENTIAL DRIVEWAY WITH PARKWAY ADJACENT SIDEWALKS PER CITY OF FONTANA STD. PLAN NO. 1001 AND PER GRADING DETAIL SHEETS 27 TO 29.	SF	1321	\$15.00	\$19,815.00	Yes	
39		CONSTRUCT PCC CURB RETURN ACCESS RAMP PER SPPWC STD. PLAN 111-5 CASE A, TYPE 5 AND PER GRADING DETAIL SHEETS 24 TO 26.	SF	159	\$20.00	\$3,180.00	Yes	
40		CONSTRUCT PCC MODIFIED CURB RETURN ACCESS RAMP PER CITY OF FONTANA STD. PLAN NO. 1003 AND PER GRADING DETAIL SHEETS 24 TO 26.	SF	1221	\$18.00	\$21,978.00	Yes	
41		CONSTRUCT PCC CURB RETURN ACCESS RAMP PER SPPWC STD. PLAN 111-5 CASE A, TYPE 3 AND PER GRADING DETAIL SHEETS 24 TO 26.	SF	1441	\$16.00	\$23,056.00	Yes	
42		CONSTRUCT PCC CURB RETURN ACCESS RAMP PER CITY OF FONTANA STD. PLAN NO. 1003 AND PER GRADING DETAIL SHEETS 24 TO 26.	SF	6250	\$7.00	\$43,750.00	Yes	
43		CONSTRUCT PCC CURB RETURN ACCESS RAMP PER SPPWC STD. PLAN 111-5 CASE D, TYPE 1 AND PER GRADING DETAIL SHEETS 24 TO 26.	SF	60	\$45.00	\$2,700.00	Yes	
44		CONSTRUCT NEW CHAIN LINK FENCE PER SPPWC STD. PLAN 600-3 (MATCH EXISTING HEIGHT).	LF	914	\$83.00	\$75,862.00	Yes	
45		CONSTRUCT 4" PCC SIDEWALK, WIDTH AS NOTED (INCLUDING CURB AT BACK OF WALK AS REQUIRED) PER CITY OF FONTANA STD. PLAN NO. 1006.	SF	5069	\$6.00	\$30,414.00	Yes	
46		CONSTRUCT 3" AC CURB RETURN ACCESS RAMP AND/OR SIDEWALK PER CITY OF FONTANA STD. PLAN NO. 1003 AND PER GRADING DETAIL SHEETS 24 TO 26.	SF	1664	\$16.00	\$26,624.00	Yes	
47		CONSTRUCT 1.0' OF 95% COMPACTED NATIVE SOIL DRIVEWAY ACCESS.	SF	518	\$12.00	\$6,216.00	Yes	
48		CONSTRUCT 6" PCC CONCRETE PAVEMENT OVER 95% OF COMPACTED NATIVE SOIL DRIVEWAY ACCESS.	SF	4311	\$12.00	\$51,732.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
49			CONSTRUCT PCC CROSS GUTTER AND/OR SPANDREL PER CITY OF FONTANA STD. PLAN NO. 403.	SF	7118	\$20.00	\$142,360.00	Yes	
50			CONSTRUCT 4" RESIDENTIAL CURB DRAIN PER CITY OF FONTANA STD. PLAN NO. 3002.	LF	100	\$73.00	\$7,300.00	Yes	
51			CONSTRUCT NEW 12' WIDE WROUGHT IRON GATE ON NEW POSTS AS SHOWN ON PLANS.	EA	1	\$7,600.00	\$7,600.00	Yes	
52			CONSTRUCT NEW 14' WIDE CHAIN LINK GATE ON NEW POSTS AS SHOWN ON PLANS.	EA	3	\$3,200.00	\$9,600.00	Yes	
53			CONSTRUCT 3' HIGH BOLLARD AS SHOWN ON PLANS.	EA	4	\$1,400.00	\$5,600.00	Yes	
54			CONSTRUCT CONCRETE BLOCK SLOUGH WALL PER SPPWC STANDARD PLAN 622-4.	LF	8	\$215.00	\$1,720.00	Yes	
55			CONSTRUCT 8" PCC COMMERCIAL-INDUSTRIAL DRIVEWAY WITH PARKWAY ADJACENT SIDEWALKS PER CITY OF FONTANA STD. PLAN NO. 1001 AND PER GRADING DETAIL SHEETS 27 TO 29.	SF	512	\$18.00	\$9,216.00	Yes	
56			CONSTRUCT 6" PCC RESIDENTIAL DRIVEWAY WITH CURB ADJACENT SIDEWALKS PER CITY OF FONTANA STD. PLAN NO. 1001. MODIFY LAYOUT PER DRIVEWAY DETAIL 2, SEE SHEET 2 AND PER GRADING DETAIL SHEETS 27 TO 29.	SF	3533	\$6.00	\$21,198.00	Yes	
57			CONSTRUCT NEW 14' WIDE ROLLING CHAIN LINK GATE ON NEW POSTS AS SHOWN ON PLANS.	EA	2	\$4,000.00	\$8,000.00	Yes	
58			CONSTRUCT NEW 4' WIDE CHAIN LINK GATE ON NEW POSTS AS SHOWN ON PLANS.	EA	3	\$2,100.00	\$6,300.00	Yes	
59			CONSTRUCT NEW 12' WIDE CHAIN LINK GATE ON NEW POSTS AS SHOWN ON PLANS.	EA	4	\$2,700.00	\$10,800.00	Yes	
60			CONSTRUCT NEW 16' WIDE CHAIN LINK GATE ON NEW POSTS AS SHOWN ON PLANS.	EA	2	\$4,000.00	\$8,000.00	Yes	
61			CONSTRUCT NEW 19' WIDE WROUGHT IRON ROLLING GATE ON NEW POSTS , INCLUDING CONCRETE BLOCK PILASTERS AND FENCE AS REQUIRED TO CONSTRUCT PROPOSED IMPROVEMENTS. (MATCH EXISTING)	EA	1	\$51,000.00	\$51,000.00	Yes	
62			CONSTRUCT NEW 16' WIDE ROLLING CHAIN LINK GATE ON NEW POSTS AS SHOWN ON PLANS.	EA	2	\$4,200.00	\$8,400.00	Yes	
63			CONSTRUCT 2-6" HIGH PCC WALK PAD STEPS AS SHOWN ON PLANS, INCLUDING FENCE.	SF	10	\$380.00	\$3,800.00	Yes	
64			REMOVE AND REPLACE/CONSTRUCT NEW WOOD FENCE ON NEW POSTS AS SHOWN ON PLANS (MATCH EXISTING).	LF	20	\$1,400.00	\$28,000.00	Yes	
65			REPLACE/CONSTRUCT NEW WROUGHT IRON FENCE ON NEW POSTS AS SHOWN ON PLANS (MATCH EXISTING).	LF	130	\$375.00	\$48,750.00	Yes	
66			CONSTRUCT NEW 17' WIDE WROUGHT IRON ROLLING GATE ON NEW POSTS INCLUDING, CONCRETE BLOCK PILASTERS, AS SHOWN ON PLANS.	EA	2	\$45,000.00	\$90,000.00	Yes	
67			CONSTRUCT UNDER SIDEWALK DRAIN SIZE 3 PER CITY OF FONTANA STD. PLAN NO. 3001, AND AS NOTED ON IMPROVEMENT PLANS.	EA	1	\$7,500.00	\$7,500.00	Yes	
68			CONSTRUCT 36" DISCHARGE STRUCTURE PER CITY OF FONTANA STD. PLAN NO. 3000, PER TYPICAL CROSS SECTION DETAIL "A", SEE SHEET 17 AND AS SHOWN ON PLANS.	LF	150	\$180.00	\$27,000.00	Yes	
69			CONSTRUCT NEW 4' WIDE WROUGHT IRON GATE ON NEW POSTS AS SHOWN ON PLANS.	EA	1	\$1,900.00	\$1,900.00	Yes	
70			CONSTRUCT NEW 20' WIDE WROUGHT IRON GATE ON NEW POSTS AS SHOWN ON PLANS.	EA	2	\$16,000.00	\$32,000.00	Yes	
71			CONSTRUCT NEW 17' WIDE WROUGHT IRON GATE ON NEW POSTS AS SHOWN ON PLANS.	EA	2	\$16,500.00	\$33,000.00	Yes	
72			CONSTRUCT 14 GAUGE 17" X 13" CORRUGATED STEEL ARCH PIPE (CSAP) WITH 2-2/3" X 1/2" CORRUGATIONS.	LF	224	\$143.00	\$32,032.00	Yes	
73			CONSTRUCT MANHOLE PIPE TO PIPE PER SPPWC STANDARD PLAN 321-2.	EA	8	\$3,500.00	\$28,000.00	Yes	
74			CONSTRUCT NEW WROUGHT IRON FENCE INCLUDING CMU BLOCK WALL AND PILASTERS, AS SHOWN ON PLANS AND PER SPECIFICATIONS.	LF	153	\$840.00	\$128,520.00	Yes	
75			CONSTRUCT 12"X36" RECTANGULAR PCC BOX CULVERT PER CALTRANS STANDARD PLAN D-80 AND AS SHOWN ON PLANS.	LF	50	\$160.00	\$8,000.00	Yes	
76			CONSTRUCT 36" DISCHARGE STRUCTURE PER CITY OF FONTANA STD. PLAN NO. 3000, AND AS NOTED ON IMPROVEMENT PLANS.	LF	97	\$200.00	\$19,400.00	Yes	
CIVIL-TRAFFIC							\$484,000.00		
77			TEMPORARY TRAFFIC CONTROL, INCLUDING TRAFFIC CONTROL PLANS, IMPLEMENTED AND MAINTAINED FOR PROJECT DURATION	LS	1	\$165,000.00	\$165,000.00	Yes	
78			SIGNING, STRIPING AND PAVEMENT MARKERS COMPLETE PER PROJECT PLANS	LS	1	\$124,000.00	\$124,000.00	Yes	
79			TRAFFIC SIGNAL MODIFICATION AT ALDER/BASELINE COMPLETE PER PROJECT PLANS	LS	1	\$50,000.00	\$50,000.00	Yes	
80			TRAFFIC SIGNAL MODIFICATION AT FOOTHILL/LOCUST COMPLETE PER PROJECT PLANS	LS	1	\$145,000.00	\$145,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
GENERAL	\$726,500.00
CIVIL-STREET/STORM DRAIN	\$3,007,975.00
CIVIL-TRAFFIC	\$484,000.00
Grand Total	\$4,218,475.00



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2425

Agenda #: N.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Public Works

SUBJECT:

Award a Contract for the Demolition of Slovene Hall.

RECOMMENDATION:

Award bid and Authorize the City Manager to execute a contract with Interior Demolition in the amount of \$128,168.00 for the Demolition of Slovene Hall and authorize a 10% contingency in the amount of \$12,816.00.

COUNCIL GOALS:

- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:

The Slovene Hall located at 8425 Cypress Ave was acquired by the City of Fontana in June of 2021. The City intended on utilizing the facility for meetings, events and as a rental facility for the Community Services Department. After further evaluation of the facility, the City has determined the best option is to demolish the existing structure. The bidding process for the Slovene Hall Demolition bid (PW-24-SB-04) was conducted by City staff in July 2023. One hundred sixty (160) bidders were notified of the bid. Bid packets were downloaded by thirty-eight (38) vendors. Four (4) Fontana vendors were notified. No Fontana vendor responses were received. The bid closed on July 25, 2023 and the City received a total of four (4) bids.

After reviewing each individual company that provided a bid for the project, the Purchasing Office has recommended that the contract be awarded to Interior Demolition of Montrose, CA. Interior Demolition submitted all the necessary documents and therefore is the most responsible and responsive bidder.

FISCAL IMPACT:

The total fiscal impact of this item is \$140,984. Funds for this project are budgeted in the current FY 2023/2024 Budget in Org 10337317-8130.

MOTION:

Approve staff recommendation.

Vendor Notification

Agency Notifications 165 City of Fontana vendors notified

01/01/1900 12:00 AM (PDT) No vendors notified

using Criteria Category:
91240 - Demolition Services

01/01/1900 12:00 AM (PDT) No vendors notified

using Criteria Category:
91240 - Demolition Services

06/22/2023 7:37 PM (PDT) 160 vendors notified

using Criteria Category:
91240 - Demolition Services

4 Ace Construction, Inc. (1175038) 8423 Rochester Ave, Suite 101 RANCHO CUCAMONGA, California 91730 United States	Contact: Steve Cooper Phone: 909-944-5400 Fax: 909-945-9100 Email: SCOOPER@4ACECONSTRUCTION.COM	
4Granite Inc (260120) 9764 Pioneer Rd Apple Valley, California 92308 United States	Contact: Erick Castro Phone: 760-490-2157 Fax: 760-897-2112 Email: Erick@4Graniteinc.com	OSB, MIC
5M Contracting Inc (621023) 2691 Dow Ave. #C2 Tustin, California 92780 United States	Contact: Ron McDaniel Phone: 714-730-6760 Fax: 714-730-1697 Email: angela@5mcontracting.org	CADIR, OSB
A's Construction (1043947) 1662 w McFadden ave Santa Ana, California 92704 United States	Contact: Andrew Aguilar Phone: 714-656-7421 Fax: Email: Andrew@asconst.org	CADIR, DBE, MBE
A-Tech Consulting, Inc (21799) 3410 W MacArthur Blvd Suite D Santa Ana, California 92704 United States	Contact: Casandra Williams Phone: 714-434-6360 Fax: 714-434-6370 Email: bids@atechinc.net	OSB
A.B. Landscape (280254) 17150 Franklank Ln. Riverside, California 92504 United States	Contact: Alex Bohanek Phone: 951-538-1320 Fax: Email: Alexbohanek@sbcglobal.net	
AD Improvements Inc. (1075366) 12252 Woodruff Ave. Downey, California 90638 United States	Contact: Robert Acosta Phone: 562-382-3685 Fax: Email: robert@adimprovements.com	
AIM Consulting Services (472645) 12121 Valley Blvd. #206 El Monte, California 91732 United States	Contact: ScottBurkett Phone: 9092283970 Fax: 9095921271 Email: sburkett@aimcsworld.com	
Abbott Contracting (236856) P.O. Box 5535 Norco, California 92860 United States	Contact: Kevin Abbott Phone: 951-905-0823 Fax: Email: kpabbott@abbottce.com	OSB, MIC

Air Clean Environmental Inc (290318) 6226 Whittier Blvd Los Angeles, California 90022 United States	Contact: Rudy Benavidez Phone: 323-725-0200 Fax: 323-725-8020 Email: info@aircleanenvinc.com	OSB
AirX Utility Surveyors, Inc. (407424) 4395 E. Lowell St. Suite G Ontario, California 91761 United States	Contact: Dawn Kanavy Phone: 909-906-2119 Fax: Email: dkanavy@airxus.com	CADIR, OSB, WBE
All Environmental Design (418356) 852 N. White Ave Pomona, California 91768 United States	Contact: Nick Gasteiger Phone: 909-938-4754 Fax: Email: nick@allenvironmentaldesign.com	
American Integrated Services, Inc. (277039) 1502 E. Opp Street Wilmington, California 90744 United States	Contact: LisaHuizenga Phone: 310-522-1168 Fax: 310-522-0474 Email: lhuizenga@americanintegrated.com	
American Wrecking Inc (21732) 2459 Lee Ave South El Monte, California 91733 United States	Contact: Luis Galaviz Phone: 626-350-8303 ext. Fax: 626-350-8322 Email: luis@americanwreckinginc.com	
American Wrecking Inc. (1172360) 2459 Lee Ave South El Monte, California 91733 United States	Contact: Christina Ruiz Phone: 626-350-8303 Fax: Email: christina@americanwreckinginc.com	MBE
American Wrecking, Inc. (571833) 2459 Lee Ave. South El Monte, California 91733 United States	Contact: Todd Lancaster Phone: 626-315-0649 Fax: Email: Todd@AmericanWreckingInc.com	
Aon Inc (21749) 15358 valley blvd fontana, California 92335 United States	Contact: barry dewart Phone: 909-350-8681 ext. Fax: 909-350-8443 Email: aondemo@aol.com	
ArborWorks, Inc. (21763) 6254 Joaquin Murieta Ave., #G Newark, California 94560-5478 United States	Contact: Jeryl Schooler Phone: 510-651-8733 ext. Fax: 510-651-8736 Email: jschooler@arborworksinc.com	OSB
Aria 4 Construction Inc. (724614) 2913 El Camino Real #110 Tustin, California 92782 United States	Contact: Derek Phone: 949-409-4073 Fax: Email: aria4con@gmail.com	
Asbestos Instant Response, Inc. (21784) 3517 W. Washington Blvd. Los Angeles, California 90018 United States	Contact: Gabriel Cristofaro Phone: 323-733-0508 ext. Fax: 323-732-3414 Email: gabriel@airinc.ws	OSB

At Your Service Construction & Energy, Inc (1250333) 5658 Cahill Ave. Tarzana, California 91356 United States	Contact: Moshe Phone: 323-325-8101 Fax: Email: aysestimate@gmail.com	CADIR
B & D Construction Co., Inc. (21824) 145 N 10th Ave Upland, California 91786 United States	Contact: Brad Vernaci Phone: 909-949-0360 ext. Fax: 909-949-0162 Email: BradBDConst@msn.com	CADIR, OSB
B W Simmons Inc (215053) 1025 Calimesa Blvd #8 PO Box 376 Calimesa, California 92320 United States	Contact: Wayne Simmons Phone: 909-795-8928 Fax: 909-795-1356 Email: wayne@simmonsbuilt.com	
BHL Industries, Inc. (389902) 11201 Santa Fe Avenue Lynwood, California 90262 United States	Contact: Jim Nashar Phone: 310-537-6142 Fax: 310-635-9942 Email: jim@bhlindustries.com	
BWW & Company Inc (21938) 24711 Redlands Blvd Suite H Loma Linda, California 92354 United States	Contact: Bobby Wilson Phone: 909-268-8516 ext. Fax: 909-328-4633 Email: b-w-w@live.com	CADIR, DBE, OSB, MIC, MBE
Bayview Environmental Services, Inc. (614630) 6925 San Leandro Street Oakland, California 94621 United States	Contact: D.J. Knight Phone: 510-682-0874 Fax: Email: Dknight@bvdmi.com	CADIR
Beckco Incorporated (392204) P.O. Box 1486 Chino, California 91708 United States	Contact: Brent Claborn Phone: 909-868-0883 Fax: 909-461-3461 Email: brent.claborn@beckco.org	
Beckco, Inc (21859) 972 S. Reservoir St. Pomona, California 91766 United States	Contact: Patty Ojeda Phone: 909-868-0883 Fax: 909-992-3332 Email: patty@beckco.com	CADIR
Blue Maple Construction (1181394) 4836 walnut rd phelan, California 92371 United States	Contact: Roberto Phone: 909-727-0984 Fax: Email: bluemapleconstruction@gmail.com	FON
Bowen Engineering and Environmental (347193) 4664 S. Cedar Ave Fresno, California 93725 United States	Contact: Daniel Bowen Phone: 559-233-7464 Fax: 559-233-7468 Email: office@bowendemo.com	CADIR, OSB

Breakaway Demolition Inc. (21907) 15825 Cartwright Drive Riverside, California 92508 United States	Contact: Gilbert Robles Phone: 951-830-5230 ext. Fax: 951-789-9688 Email: gjrobles@sbcglobal.net	OSB
Bryn G. Yoshimoto General Construction (28609) 9130 Old Stage Road Santa Clarita, California 91390 United States	Contact: Bryn G. Yoshimoto Phone: 661-268-0718 Fax: 661-268-1135 Email: bryngui@aol.com	
Burrola Construction Inc (21932) PO BOX 319 REDLANDS, California 92373 United States	Contact: Dan Burke Phone: 909-533-7903 ext. Fax: 909-793-7923 Email: dburrola663@verizon.net	
CGO Construction Co., Inc. (22040) 10373 Trademark St., #i Rancho Cucamonga, California 91730-5862 United States	Contact: Charles Ojuri Phone: 909-483-4481 ext. Fax: 909-483-5583 Email: cgoconst2@msn.com	DBE
CT Concrete Cutting, Inc. (28498) 42335 Chisolm Trail Murrieta, California 92562 United States	Contact: Chris Tompkins Phone: 951-698-7745 Fax: 951-698-0795 Email: ct@ctconcretecutting.com	CADIR, DBE, MBE
Casco Contractors (1252122) 9850 Irvine Center Drive Irvine, California 92618 United States	Contact: Jessica Moeller Phone: 949-679-6880 Fax: Email: jessica@cascocontractors.com	WBE, CADIR
Castlerock Environmental, Inc. (22023) 10241 Mora Drive Santa Fe Springs, California 90670-6073 United States	Contact: BILL NEELEY Phone: 562-941-9244 Fax: 562-941-9204 Email: bill@castlerockenv.com	
Cinbad Industry Inc (286199) 21417 Germain Ave. Chatsworth, California 91311 United States	Contact: Nahed Abed Phone: 818-718-4009 Fax: Email: cinbadindustry@ymail.com	
Circle Green Inc (403306) 3009 South St Long Beach , California 90805 United States	Contact: Jesse Mills Phone: 424-634-0630 Fax: Email: eztwobegrn@gmail.com	
Concrete Coring Company (71617) 14005 Orange Ave. Paramount, California 90723 United States	Contact: David Richens Phone: 562-634-4021 Fax: 562-634-2305 Email: davidr@concoring.com	OSB

Cybertech Construction Company, Inc. (518595) 18324 Oxnard Street, Suite 207 Tarzana, California 91356 United States	Contact: Al Rod Phone: 818-330-3379 ext. 200 Fax: 818-230-3002 Email: arod@cybertechconstruction.com	CADIR, WBE
D & W Trucking Inc. (859414) 309 E. Hillcrest Blvd Ste. #118 Inglewoode, California 90301 United States	Contact: Franklin Windom Sr. Phone: 800-440-5219 Fax: 323-295-9815 Email: service@dwtruckingca.com	CADIR, DBE, OSB, MIC, MBE
DSW Homes, LLC (1197003) 1650 E Winding Way Dr. Friendswood, Texas 77546 United States	Contact: Ashley Byrd Phone: 409-744-3400 ext. 110 Fax: Email: ashley.byrd@dswhomes.com	
Dakeno, Inc. (22225) 6021 Tarragona Drive Riverside, California 92509 United States	Contact: MARCIA MILLER Phone: 951-686-6608 Fax: 951-686-7342 Email: dakenodemolition@yahoo.com	
Dalinghausconstruction Inc (662070) 540 Crane Street Lake Elsinore, California 92530 United States	Contact: Brian Dalinghaus Phone: 951-436-6006 Fax: 951-221-4477 Email: brian@dalinghausconstruction.com	
Delta 4 Environmental, Inc (1111878) 12631 Imperial Highway F220 Santa Fe Springs, California 90670 United States	Contact: Alfred Delgadillo Phone: 562-484-0009 Fax: 562-484-0010 Email: contracts@delta4env.com	CADIR, OSB, WBE
Delta Demolition Services Inc. (141756) 695 W La Cadena Dr. Riverside , California 92501 United States	Contact: Maria Aguilar Phone: 951-779-4865 Fax: 951-779-4826 Email: maggie.delta@yahoo.com	WBE
Demo & Abate Inc. (1188128) 22603 La Palma Avenue, Suite 301, Yorba Linda, California 92887 United States	Contact: Jaymin Gandhi Phone: 714-483-1534 Fax: Email: bids@demoabate.com	OSB, CADIR
Double Barrel Environmental Services (22308) 121 Main Street Riverside, California 92501 United States	Contact: DEAN MATSUOKA Phone: 951-683-6994 Fax: 951-683-6996 Email: deanm@doublebarrelenvironmental.com	OSB
Dynasty General Construction Inc (591140) 5122 1/4 clara St Cudahy, California 90201 United States	Contact: Luis Avalos Phone: 323-635-8417 Fax: Email: dynastygeneralconstructioninc@outlook.com	CADIR
Eagle Contracting, Inc. (614873) 6720 Hoover Ave Whittier, California 90601 United States	Contact: Rey Rivera Phone: 562-249-8131 Fax: Email: reyr@eaglecontractinginc.net	OSB

Earth Tek Engineering Corp. (28503) 15350 Fairfield Ranch Road, Suite K Chino Hills, California 91709 United States	Contact: James Nelsen Phone: 909-393-2000 Fax: 909-393-2008 Email: jnelsen@earthtekeng.com	
Elite Earthworks & Engineering (852398) 19907 Temescal Canyon Road Fontana, California 92881 United States	Contact: Ben Broome Phone: 951-245-2220 Fax: Email: estimating@elite-earthworks.com	
Elite Facility Services & Construction (1218954) 2026 N Riverside Ave Suite C 120 Rialto, California 92377 United States	Contact: Nerida Ortiz Phone: 909-644-1582 ext. 503 Fax: Email: nerida@elite-facilityservices.com	MBE
Environet (22419) 1827 Ximeno Avenue, No. 300 Long Beach, California 90815 United States	Contact: Terence Wong Phone: 562-209-7080 ext. Fax: -- Email: environet2000@aol.com	MBE
Environmental Logistics, Inc (22422) 140 Monte ave. Bloomington, California 92316 United States	Contact: Jon Bennett Phone: 909-546-1354 ext. Fax: -- Email: jon_bennett@environmentallogistics.org	OSB
Environmental Remediation Services Inc. (390043) 16395 Chino Corona Rd Chino, California 91708 United States	Contact: Matthew Mutton Phone: 909-217-0631 Fax: Email: mattm@ersi-usa.com	
Epsilon Engineering (433961) 25268 Bronze Drive Moreno Valley, California 92557 United States	Contact: Stephen Kavousy Phone: 951-208-2667 Fax: 951-924-6730 Email: epsiloneng2004@gmail.com	CADIR
Exclusive Transitions Bio Hazard Cleaning Service LLC (1139580) 12161 lorez dr Moreno Valley, California 92557 United States	Contact: Lisa Lara Phone: 909-437-8516 Fax: Email: exclusivetrans51@gmail.com	
FM & Sons, Inc. (141597) 2098 S. Grand Avenue Suite I Santa Ana , California 92705 United States	Contact: Daniel Saldivar Phone: 714-966-5278 Fax: 714-708-5171 Email: daniel.fmsons@sbcglobal.net	
Farris Septic (330644) 22421 Barton Rd., #115 Grand Terrace, California 92313 United States	Contact: Jon Farris Phone: 800-978-7900 Fax: Email: jon@farrisseptic.com	

Fontana Company (22505) 20929 Ventura Blvd Suite 210 Woodland Hills, California 91364 United States	Contact: ARPIE ZAVIAN Phone: 818-992-1771 ext. 111 Fax: -- Email: arpiez@hotmail.com	
Freedom Concrete Cutting, Inc. (971978) PO Box 869 Riverside, California 92502 United States	Contact: Casey Phone: 562-360-5608 Fax: Email: Casey@FreedomCC.us	CADIR
George Bryant construction Inc. (22559) 9333 golden St. Alta Loma, California 91737 United States	Contact: Ronald Franklin Phone: 909-944-3517 ext. Fax: 909-948-2876 Email: gbconst@aol.com	CADIR, OSB
German Tree Service (1124572) 2447 Peacock Ln Corona, California 92882 United States	Contact: German Lucero Phone: 951-642-7655 Fax: Email: sales@germantreeservices.com	CADIR
Golden Sun Firm & Co., Inc. (1218135) 6732 White Oak Avenue Van Nuys (Lake Balboa), California 91406 United States	Contact: Nina Modabber Phone: 818-727-1082 Fax: 818-727-1062 Email: arod@goldensunfirm.com	OSB, WBE
HAL HAYS CONSTRUCTION INC. (248424) 4181 Lahtam St. Riverside, California 92501 United States	Contact: DENIA LANZA Phone: 951-788-0703 Fax: 951-289-7112 Email: dlanza@halhays.com	Q-73
Hemet Manufacturing Company., Inc.dba Genesis Construction (177576) P.O. Box 5399 Hemet, California 92544 United States	Contact: Tia Clark Phone: 951-652-6977 ext. 720 Fax: 951-925-6585 Email: tclark@genesisconst.com	CADIR, WBE
Holbrook Construction, Inc. (22708) 14730 E. Firestone Bl #309 La Mirada, California 90638 United States	Contact: Laurence A. Holbrook Phone: 714-523-1150 ext. Fax: 714-523-1208 Email: laholbrook@holbrookconstruction.net	
Hulk Enterprises (1063341) 4352 lakeview ave yorba linda, California 92886 United States	Contact: ron short Phone: 714-920-4912 Fax: Email: hulkenterprisespr@gmail.com	
Husky Concrete Removal (1047749) 6768 Raven Circle Riverside, California 92509 United States	Contact: Jet Ayala Phone: 714-716-2053 Fax: Email: corp@huskydemo.com	
I E General Engineering Inc. (521254) 1440 Beaumont Ave Suite A2-130 Beaumont, California 92223 United States	Contact: Juan Garcia Phone: 951-775-6615 Fax: Email: juan@iegeneralengineering.com	CADIR

Inland Valley Construction (724230) 18382 Slover Ave Bloomington, California 92316 United States	Contact: Toni Caruso Phone: 909-875-2113 Fax: 909-875-5401 Email: toni@inlandvalleyconst.com	WBE
Integrated Demolition and Remediation Inc. (512241) 4938 E. La Palma Ave. Anaheim, California 92807 United States	Contact: Shrenik Vora Phone: 714-340-3333 ext. 302 Fax: 714-709-4729 Email: info@idrdemo.com	CADIR, DBE, OSB, MBE
Interior Demolition, Inc. (22806) 2621 Honolulu Avenue Montrose, California 91020 United States	Contact: Marco Molina Phone: 818-249-4932 ext. Fax: 818-249-4937 Email: marco@interiordemolition.net	OSB, MBE, DBE
J & G Industries, Inc (22825) 18627 Brookhurst St #302 Fountain Valley, California 92708 United States	Contact: James K. Cain Phone: 714-903-2002 ext. Fax: 714-903-2003 Email: mcquade@j-gindustries.com	
J. CARDENAS INC. (491492) P.O. BOX 1775 VICTORVILLE, California 92393 United States	Contact: JAVIERCARDENAS Phone: 760-243-6894 Fax: 760-955-8560 Email: info@jcardenasinc.com	
J/K Excavation & Grading Co., Inc. (1070042) 541 W. Rialto Rialto, California 92376 United States	Contact: Christine Pelayo Phone: 909-357-1800 ext. 128 Fax: 909-357-2900 Email: cpelayo@jkexcavation.com	CADIR
JCoal wall systems (362030) 1025 Roosevelt Rd Redlands Redlands, California 92374 United States	Contact: David Fabian Phone: 9098948291 Fax: Email: dfabian711@gmail.com	
JDA Construction (36372) 6206 Bright Ave Whittier, California 90601 United States	Contact: Damian Arencibia Phone: 562-639-9318 Fax: 562-696-6014 Email: dainoemi@aol.com	
JMI (684383) 21801 E. Barton RD Unit B Grand Terrace, California 92313 United States	Contact: Ryan Hidy Phone: 909-730-4899 Fax: 909-514-0553 Email: ryan@jamesmcminninc.com	
Jerry Savage Construction dba Engineering (1255394) 9278 Wasco Ave Hesperia, California 92345 United States	Contact: Jerry Savage Phone: 760-985-0864 Fax: Email: j78savage@gmail.com	CADIR

Joshua Engineering Inc. (673996) 8450 white rd. phelan, California 92371 United States	Contact: daniel Phone: 760-949-5867 Fax: Email: daniel@joshuagrading.com	
KNC CONSTRUCTION INC (22919) 12277 APPLE VALLEY RD #144 APPLE VALLEY, California 92308 United States	Contact: MALIA CAMINITI Phone: 760-552-4449 Fax: 760-242-7430 Email: KNCCONSTRUCTION@AOL.COM	CADIR, WBE, MBE
Klondike Construction Services Inc. (480481) 10016 Pioneer Blvd Ste. 102 Santa Fe Springs , California 90670 United States	Contact: David Boorstein Phone: 626-851-4747 Fax: 626-851-4749 Email: klondikeconstruction@gmail.com	
L.D. Anderson, Inc (22947) 2750 So. Lilac Ave. Bloomington, California 92316 United States	Contact: Greg Anderson Phone: 909-879-7970 Fax: 909-879-7975 Email: greg@ldandersoninc.com	
Langan Engineering and Environmental Services Inc. (396762) 32 Executive Park Suite 130 Irvine, California 92614 United States	Contact: Katie Nilmeier Phone: 949-255-8640 ext. 8641 Fax: 9492558641 Email: carfps@langan.com	
Les Farrow Excavating & Grading, Inc. (28663) 17892 Jamestown Lane Huntington Beach, California 92647 United States	Contact: Curtis Farrow Phone: 714-887-0788 Fax: 714-887-0791 Email: cfatlfx@aol.com	
Lopez Bros. INC. (1254268) PO BOX 1687 Victorville, California 92395 United States	Contact: Juan Lopez Phone: 760-552-2633 Fax: Email: juanlopezlbi@gmail.com	CADIR
M-RE Construction inc (809962) 2100 Potrero ave South El Monte, California 91733 United States	Contact: Guersom martinez Phone: 626-688-3014 Fax: Email: Mrecinc@gmail.com	
MAG Engineering Inc (23037) PO Box 1558 Fallbrook, California 92028 United States	Contact: Bill Thorn Phone: 760-792-9502 ext. Fax: 760-400-8333 Email: billmagengineering@yahoo.com	
MDL Construction, Inc. (55959) 9037 Arrow Route, Suite 100 Rancho Cucamonga, California 91730 United States	Contact: Ricardo Camacho Jr. Phone: 909-945-9988 ext. 204 Fax: 909-945-9944 Email: rick@mdlconstruction.net	MBE
MW Builders (23185) 6375 Ventura Ave San Bernardino, California 92407 United States	Contact: Michael Womelsdorf Phone: 909-880-2948 ext. Fax: 909-880-2948 Email: mwbuilders@aol.com	

Matheson Environmental Services (231409)
29991 Canyon Hills Rd #1709-100
Lake Elsinore, California 92532
United States

Contact: EdwardVasquez
Phone: 951-581-7441
Fax: 951-813-4043
Email: evasquez@mathesoninc.com

Matrix Environmental, Inc. (37522)
2330 E. Cherry Industrial Circle
Long Beach, California 91106
United States

Contact: Adam Lowe
Phone: 562-236-2704 **ext.** 100
Fax: 562-236-2727
Email: alowe@matrixla.net

OSB, WBE

Mehta Mechanical Company Inc. (263958)
5901 fresca dr.
La Palma, California 90623
United States

Contact: Jagat (jay) Mehta
Phone: 714-521-2022 **ext.** 104
Fax: 714-521-2440
Email: jay@aboutmmc.com

NK Demolition (678797)
1375 W Rialto Ave
San Bernardino, California 92410
United States

Contact: Nicholas Martinez
Phone: 909-888-2400
Fax: 909-888-2440
Email: nick@nkdemolition.com

NPG Corp. (23245)
1354 Jet Way
Perris, California 92572
United States

Contact: Mimi
Phone: 951-940-0200 **ext.**
Fax: --
Email: cstone@npgasphalt.com

Novi Environmental, Inc. (32732)
31879 Corydon Rd., Suite 140
Lake Elsinore, California 92530
United States

Contact: Michael Samarin
Phone: 951-471-2033
Fax: 951-471-2038
Email: msnovi@yahoo.com

O'Duffy Bros Inc. (486370)
29254 Duffy Street
Romoland, California 92585
United States

Contact: Nicholas Duffy
Phone: 951-928-0992
Fax: 951-928-9997
Email: oduffyoffice@yahoo.com

O'Neal Development & Investments (23281)
55 Santa Clara Avenue # 230D
Oakland, California 94610
United States

Contact: ANDRE O'NEAL SR.
Phone: 209-834-4353
Fax: --
Email: aonealsr@gmail.com

Orizon Construction Inc. (32659)

32620 Gruwell Street

Wildomar , California 92595

United States

Contact: Gloria Clemenson

Phone: 951-678-9499

Fax: 951-678-9923

Email: orizonconstruction@verizon.net

OSB

PSC (483827)

30790 7th Standard Road

Bakersfield, California 93314

United States

Contact: Deron Smith

Phone: 661-204-9942

Fax:

Email: deron.smith@hydrochempsc.com

PSC Industrial LP (907889)

3030 Franklin Ave

Riverside, California 92507

United States

Contact: Deron

Phone: 310-595-6745

Fax:

Email: deron.smith@hydrochempsc.com

Pacific Construction Inc (389400)

29882 santa ana canyon rd

Highland, California 92346

United States

Contact: Chris Collinsworth

Phone: 909-772-9440

Fax:

Email: Pacificconstruction59@yahoo.com

Pacific Site Services (466554)

9175 Lindero rd.

Victorville, California 92392

United States

Contact: Daniel James

Phone: 760-662-3957

Fax:

Email: james4inc@msn.com

Patriot Environmental Laboratory Services Inc (441497)

1041 S Placentia Ave

Fullerton, California 92831

United States

Contact: Jeff Langenwalter

Phone: 714-899-8900 ext. 1241

Fax:

Email: Jlangenwalter@patriotlab.com

Pena Demolition (614476)

11752 Wicks Street

Sun Valley, California 91352

United States

Contact: Orestes Pena

Phone: 818-856-8746

Fax:

Email: estimating@penademo.com

Precision Contracting (389398)

1818 N. Orangethorpe Park

Anaheim, California 92801

United States

Contact: James Vallejos

Phone: 949-642-6664 ext. 1010

Fax: 949-642-6665

Email: jvallejos@precision-ca.com

Premier Developing Services, Inc. (148464)

19745 E. Colima Rd. Suite 1-565

Rowland Heights, California 91748

United States

Contact: Sergio Sanchez

Phone: 626-964-7660

Fax: 626-964-7663

Email: sergio321@gmail.com

Prime Demolition Inc. (23422)

P O BOX 6452

San Pedro , California 90734

United States

Contact: Charlie

Phone: 310-521-0151 ext.

Fax: 310-832-7629

Email: primedemolition@hotmail.com

Project Development Group, Inc. (23438)

1567 S. State College Blvd.

Anaheim, California 92806

United States

Contact: TIM CHRISTOPOULOS

Phone: 714-780-0000

Fax: 714-780-0290

Email: raiderbrother@yahoo.com

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PlanetBids, Inc.

Quality Environmental Inc. (436537) 13123 Lakeland Rd. Ste. A Santa Fe Springs, California 90670 United States	Contact: Pedro Delval Phone: 562-941-1434 ext. 205 Fax: 562-941-1825 Email: peter@qualityenvironmentalinc.com	MBE
R&C Maintenance Services, Inc. (23483) 8960 Hemlock Ave Fontana, California 92335 United States	Contact: CHRISTINE VILLASENOR Phone: 909-357-0704 Fax: 909-357-0353 Email: rcmaintenance@roadrunner.com	WBE, MBE, FON
R&R B Inc DBA Servpro of Chino/Chino Hills (1239424) 14175 Telephone Ave Suite I Chino, California 91710 United States	Contact: Amber Pedersen Phone: 909-843-0606 Fax: Email: sales@servpro-grie.com	CADIR
R&R Construction (23486) 522 Weather Way Banning, California 92220 United States	Contact: Innocent Tanori Phone: 213-434-8550 ext. Fax: -- Email: Piedralnc@gmail.com	OSB
RCM Construction, INC (704717) 9643 8th St Rancho Cucamonga, California 91730 United States	Contact: Pedro Rangel Phone: 909-483-7540 ext. 101 Fax: Email: rcm@rangelcm.com	MBE
Resource Environmental, Inc. (528908) 13100 Alondra Blvd Suite 108 Cerritos, California 90703 United States	Contact: Chase Tinsley Phone: 562-468-7000 Fax: 562-468-0600 Email: bids@resource-env.com	
Rialto Construction Inc. dba LR Johnson (23556) 340 N Riverside Avenue Rialto , California 92376 United States	Contact: Lee Johnson Phone: 909-820-0613 ext. Fax: 909-820-0603 Email: estimating@lrjohnsonconstruction.com	OSB
Rice Concrete Cutting Services, Inc. (43719) PO Box 3306 Long Beach, California 90803-0306 United States	Contact: Aimee Jarrels Phone: 562-997-8711 Fax: 562-997-8722 Email: quotes@ricegeneral.com	OSB
SBS Construction (1048530) 1340 E. Route 66, Suite 200 D Glendora, California 91740 United States	Contact: Kelly Slater Phone: 213-544-5335 Fax: Email: sbsconstructioninc@yahoo.com	CADIR, MBE
SD Remodeling (342004) P.O Box 1488 Rancho Santa Fe, California 92067 United States	Contact: Dmitriy Zagorodniy Phone: 858-756-5001 Fax: 760-645-7050 Email: sdremodels@gmail.com	OSB, MIC
SJD&B, Inc. (402307) 20451 Valley Blvd., Walnut, California 91789 United States	Contact: Simon Jeon Phone: 909-481-0001 Fax: 909-481-0005 Email: info@sjdandb.com	CADIR, DBE, OSB, MBE

Sandwood Enterprises Inc. (470715) 2424 N Batavia St. Orange , California 92865 United States	Contact: Jason Vos Phone: 714-637-2000 Fax: 714-637-5378 Email: jason@swentinc.com	CADIR
Scorpion Backhoe, Inc. (613952) PO Box 5011 Hemet, California 92544 United States	Contact: James Scott Phone: 951-325-2208 Fax: 951-325-2210 Email: james@scorpionbackhoe.com	
So Cal Construction Services (461607) 14818 Mansa Drive La Mirada, California 90638 United States	Contact: Steve Williams Phone: 760-981-9891 Fax: 562-278-0181 Email: Socal.swilliams@gmail.com	
South Gate Development Inc. (557960) 4921 firestone blvd South Gate, California 90280 United States	Contact: erick Phone: 323-847-9133 Fax: Email: erick@southgatedevelopment.com	
Southern California Grading, Inc. (341701) 16291 Construction Circle East, Suite A Irvine, California 92696 United States	Contact: Jonathan Rathmann Phone: 949-551-6655 ext. 204 Fax: Email: estimating@socalgrading.com	CADIR
Specialized Environmental, Inc. (23768) 12115 Rivera Road Whittier, California 90606 United States	Contact: Leo Orellana Phone: 562-698-9222 ext. Fax: -- Email: leo@specializedenv.com	OSB
Sturgeon Services (102808) 3511 Gilmore Ave Bakersfield, California 93308 United States	Contact: JasonJohnson Phone: 661-322-4408 Fax: 661-859-0380 Email: jjohnson2@ssiworldclass.com	
Sturgeon Services (391355) 3511 Gilmore Ave Bakersfield, California 93308 United States	Contact: JasonJohnson Phone: 661-322-4408 Fax: 6618406124 Email: jjohnson@sturgeonservices.com	
Sun Environmental Engineering Svcs. Inc. (23821) P.O.Box 6877 Torrance, California 90504 United States	Contact: Steve Nu Phone: 310-618-0440 Fax: 310-618-1146 Email: sunenvi@sbcglobal.net	OSB, CADIR, MIC
T-Rex Demolition Inc. (1234682) 14044 Clark St. Baldwin Park, California 91706 United States	Contact: Manuel Ibarra Phone: 626-848-1652 Fax: Email: trexdemolitioninc@trexdemo.com	DBE, CADIR
T.M. Wrecking & Excavating (212303) 15730 Winters Lane Riverside, California 92504 United States	Contact: Tom Medrano, Sr. Phone: 951-776-2056 Fax: Email: TMWrecking@aol.com	

The Eco Group (674143) PO Box 7348 Chula Vista, California 91912 United States	Contact: Bryan Acevedo Phone: 619-271-6530 Fax: 619-585-1119 Email: bryan@theecogroupinc.com	
The ROW Company, SBE/DBE/MBE (888325) 1130 E. Green St. Pasadena, California 91106 United States	Contact: Michael Romo Phone: 909-754-6310 Fax: Email: info@rightofwayco.com	DBE, OSB, MIC, MBE
Thomas Land Clearing Company (230906) 2170 W. Esther St Long Beach, California 90813 United States	Contact: Bernice Antimo Phone: 562-436-6025 Fax: 562-436-0328 Email: tlc.demo@verizon.net	MBE
Toos Construction (23955) 1246 Friar LN Redlands , California 92373 United States	Contact: Amir Kazemi Phone: 909-633-3675 ext. Fax: 909-748-6031 Email: Toosconstruction@gmail.com	
U.S. Construction (24016) 14081 Yorba Street Suite 110 Tustin, California 92720 United States	Contact: Phone: 714-832-4211 ext. Fax: 714-832-4201 Email: usconst@aol.com	
UBD INC (967163) 6707 Camellia Ave #205 North Hollywood, California 91606 United States	Contact: Yuri Phone: 818-482-8014 Fax: Email: ubdinc@yahoo.com	CADIR
Uncut Construction INC. (1080384) 7425 Cherimoya CT Fontana, California 92336 United States	Contact: Saira Espiritu Phone: 909-349-7513 Fax: Email: uncutcoinc@gmail.com	OSB, MBE, WBE, FON
United Industrial Service (234509) 216 East C Street Wilmington, California 90744 United States	Contact: Andrea Gallagher Phone: 310-830-5700 Fax: 310-830-7948 Email: andreab@unitedindustrialservice.com	
United Pumping Service Inc (24034) 14000 E. Valley City of Industry, California 91746 United States	Contact: Wendy Stephens Phone: 626-961-9326 ext. 224 Fax: 626-336-7734 Email: wendy@unitedpumping.com	MBE
Unlimited Environmental Inc. (24018) 2300 E. Curry Street Bldg B Long Beach, California 90805 United States	Contact: Becky Saragosa Phone: 562-981-6600 Fax: 562-912-4415 Email: info@ueiteam.com	CADIR
V & E Tree Service, Inc. (102296) 2425 N. Batavia St. Orange, California 92865 United States	Contact: John Payton Phone: 714-997-0903 Fax: 714-637-4070 Email: john@vetreeservice.com	

Valley Contractors Exchange (557374) 951 E 8th Street Chico, California 95928 United States	Contact: Elizabeth Carter Phone: 530-343-1994 Fax: 530-343-503 Email: elizabeth@vceonline.com	
Vertex Civil (1279874) 2131 S Dupont Dr Anaheim, California 92806 United States	Contact: Raymond Wu Phone: 626-560-1797 Fax: Email: raymond.wu@vrtxcivil.com	
Warren Duncan Contracting (24122) 2148 Glen Helen Parkway San Bernardino , California 92407 United States	Contact: Stuart Duncan Phone: 909-880-8501 ext. Fax: 909-880-3064 Email: Warrenduncancont@aol.com	OSB
Watkins Environmental (950026) 8291 Aero Place Suite 160 San Diego, California 92123 United States	Contact: Watkins Environmental Phone: 858-268-1500 Fax: Email: estimating@watkinsenviro.com	
Watson Painting Corp (361940) 8745 Conway Drive Riverside, California 92503 United States	Contact: Steve Watson Phone: 951-785-6765 Fax: 951-785-6870 Email: watsonpaint@earthlink.net	CADIR
Woodys Demolition (24193) 9243 8th Ave. Hesperia, California 92345 United States	Contact: MILTON JAY WOODSON JR. Phone: 760-559-4567 Fax: 760-956-7204 Email: woodysdemo@msn.com	MBE

acostacorporation (438606)
42112 big bear blvd
big bear lake, California 92315
United States

Contact: renee kennedy
Phone: 909-866-9634
Fax: 909-866-8194
Email: acostatrees@msn.com

eWaste Disposal, Inc (22448)
19782 Mac Arthur Blvd 250
Irvine, California 92612
United States

Contact: ThomasAbercrombie
Phone: 949-466-8857 **ext.**
Fax:
Email: ewastedisposal@gmail.com

earthworks engineering (958848)
854 n white ave
pomona, California 91768
United States

Contact: cody gasteiger
Phone: 909-519-6754
Fax:
Email: earthworksgrading@hotmail.com

exceland care corp (1238283)
15431 Vintage street
Mission Hiolls, California 91345
United States

Contact: Gustavo Ceballos
Phone: 818-825-5211
Fax: 818-810-6515
Email: ceballosdemo@gmail.com

OSB, MBE, CADIR, MIC

remmi construction inc (1060783)
3380 La Sierra ave ste104-270
riverside, California 92503
United States

Contact: isidro navarrete
Phone: 562-822-6729
Fax:
Email: remmi_construction@outlook.com

CADIR, FON

rfc serivces (23550)
9333 golden st
alta loma, California 91737
United States

Contact: RON FRANKLIN
Phone: 909-944-3517 **ext.**
Fax: 909-948-2876
Email: rfconst@aol.com

CADIR, OSB

sun-lite general construction&demolition (23829)
1721 s. bluff rd
montebello, California 90640
United States

Contact: SAM MORALES
Phone: 323-728-7399
Fax: 323-728-6922
Email: sammygodinez30@yahoo.com

triangle enterprises inc. (783422)
po box 11386
burbank, California 91510
United States

Contact: jon groce
Phone: 818-767-3366
Fax:
Email: jong@triangledemoandgrading.com

young's land clearing (24211)
82-910 beckman drive
thermal, California 92274
United States

Contact: rocky young
Phone: 760-398-0854 **ext.**
Fax: 760-398-4594
Email: youngslc61@aol.com

07/14/2023 10:28 PM (PDT) 5 vendors notified

using Criteria

Category:
91240 - Demolition Services

Danny Ryan Precision Contracting, Inc. dba ADEP Precision Contracting (566502) 16782 Millikan Ave. Irvine, California 92606 United States	Contact: Debbie Carrillo Phone: 949-642-6664 ext. 0 Fax: Email: dcarrillo@precision-ca.com	CADIR, MBE
Elka Construction inc (1289447) 33259 Corte Canario Temecula, California 92592 United States	Contact: Elia Kaleh Phone: 951-972-0806 Fax: Email: eliakaleh@elkaconstruction.com	OSB, CADIR
NorthHills Recycling, INC. (1290240) 11700 Blucher Ave Granada Hills, California 91344 United States	Contact: Javier Placencia Guerrero Phone: 818-831-7980 Fax: Email: javier@nhrecyclinginc.com	CADIR, OSB
Oaktree Design and Build (585622) PO BOX 883 Beaumont, California 92223 United States	Contact: corydon johnson Phone: 951-663-8868 Fax: Email: oaktreednb@gmail.com	CADIR
Raze Demolition Services (1283381) 1346 W Ralston St. Ontario, California 91762 United States	Contact: Richard Sausedo Phone: 909-631-1798 Fax: Email: gmachuca@razeservice.com	MBE, WBE, CADIR

07/18/2023 9:49 AM (PDT) No vendors notified

using Criteria Category:
91240 - Demolition Services

Bid Results

Bidder Details

Vendor Name Interior Demolition, Inc.
Address 2621 Honolulu Avenue
Montrose, California 91020
United States
Respondee Marco Molina
Respondee Title Vice President
Phone 818-249-4932
Email marco@interiordemolition.net
Vendor Type OSB, MBE, DBE
License # 603409
CADIR

Bid Detail

Bid Format Electronic
Submitted 07/25/2023 1:51 PM (PDT)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 339565

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Scanned BID.pdf	Scanned BID.pdf	General Attachment
		General Attachment
		General Attachment
BID BOND.pdf	BID BOND.pdf	Bid Bond

Subcontractors

No Subcontractors

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Slovene Hall Demolition							\$128,168.00		
1			Mobilization/Demobilization	EA	2	\$2,000.00	\$4,000.00	Yes	
2			General Conditions	LS	1	\$5,168.00	\$5,168.00	Yes	
3			Temp Facilities / Trash Haul-Off	LS	1	\$18,000.00	\$18,000.00	Yes	
4			Building and Foundation Demolition	LS	1	\$45,000.00	\$45,000.00	Yes	
5			Parking Lot, Asphalt, CMU Wall, & Additional Site Demolition	LS	1	\$42,000.00	\$42,000.00	Yes	
6			Grading & Import/Export if Necessary	LS	1	\$14,000.00	\$14,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Slovene Hall Demolition	\$128,168.00
Grand Total	\$128,168.00

(SUBMIT ONLINE)

BID FORMS

BIDDER'S NAME Interior Demolition, Inc.

PROPOSAL FOR CONSTRUCTION OF SLOVENE HALL DEMOLITION

PW-24-SB-04

TO CITY OF FONTANA, as CITY:

In accordance with **CITY'S "Notice Inviting Sealed Bids"**, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with **CITY** at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to **CITY** of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER certifies that it has visited the construction site and familiarized itself with local conditions under which the work is to be performed. Furthermore, BIDDER certifies that it will be responsible for incorporating into its bid whatever contingencies which are discernible by a reasonable investigation.

BIDDER agrees and acknowledges that it is aware of the provisions of **Section 3700 of the Labor Code** which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

(SUBMIT ONLINE)

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the **CITY** is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER certifies that a person possesses a Class "C-21" specialty contractor's license and ASB Certification, as required to perform the work.

BIDDER declares that the contractor's license number is

603409 and that the license expiration date is

9/30/2024.

DATED: July 17, 2023

BIDDER: Interior Demolition, Inc.

BIDDER'S ADDRESS:

BY: Maria Molina



23508 Pine St.

TITLE: Secretary and Treasurer

Newhall CA 91321

PHONE: 818-249-4932

FAX NO: 818-249-4937

E-MAIL: maria@interiordemolition.net

(SUBMIT ONLINE)

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

BIDDER certifies that the following information is true and correct:

Bidder's Name: Interior Demolition, Inc.

Business Address: 23508 Pine St.

Newhall, CA 91321

Telephone: 818-249-4932 Fax: 818-249-4937

Email Address: maria@interiordemolition.net

State Contractor's License No. and Class: 603409 - C21, C22

Original Date Issued: 1988 Expiration Date: 9/30/2024

How many years has Bidder's organization been in business under its present name?
35 years

Under what other or former names has Bidder's organization operated?
: None

If Bidder's organization is a corporation, answer the following:

Date of Incorporation: 12/29/1988

State of Incorporation: California

President's Name: George Molina Sr.

Vice President's Name(s): George Molina Jr.

Marco Molina

Secretary's Name: Maria Molina

Treasurer's Name: Maria Molina

(SUBMIT ONLINE)

If an individual or a partnership, answer the following:

Date of Organization: NOT APPLICABLE

Name and address of all partners (state whether general or limited partnership):

NOT APPLICABLE

If other than a corporation or partnership, describe organization and name principals:

NOT APPLICABLE

List other states in which Bidder's organization is legally qualified to do business.

None

What type of work does the Bidder normally perform with its own forces?

Demolition, asbestos abatement, & earthwork.

Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No.

Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No.

(SUBMIT ONLINE)

B. LIST OF PAST PROJECTS

The bidder must demonstrate a knowledge of public construction techniques and must possess a working ability to perform similarly sized construction work for a public agency. The City expressly reserves the right to reject the bid of any bidder who has failed to complete three (3) similar projects of substantially the same type in a timely fashion or in a satisfactory manner. The following are the names, addresses, phone numbers and contact person for three public agencies for which BIDDER has performed similar work within the past three (3) years: **FAILURE TO FURNISH SUCH INFORMATION (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.**

AGENCY: City of Chino

ADDRESS: 13220 Central Ave. Chino, CA 91710

CONTACT PERSON: Keith Martinez

PHONE: 909-334-3421 EMAIL: kmartinez@cityofchino.org

SCOPE OF WORK AND DOLLAR AMOUNT: \$210,702.00

Former Fire Station No. 1 and Monte Vista Park House Demolition Project

AGENCY: Antelope Valley Community College District

ADDRESS: 3041 W. Ave K. Lancaster, CA 93536

CONTACT PERSON: Alisha Fonder

PHONE: 661-510-4560 EMAIL: alisha.fonder@fonder-salari.com

SCOPE OF WORK AND DOLLAR AMOUNT: \$696,636.87

Demolition of college building

AGENCY: Housing Authority of the City of Los Angeles

ADDRESS: 2600 Wilshire Blvd. Los Angeles, CA 90057

CONTACT PERSON: Kevin Sharp

PHONE: 213-258-7297 EMAIL: kevin.sharp@hacla.org

SCOPE OF WORK AND DOLLAR AMOUNT: \$2,543,965.84

Demolition at jordan downs areas H2 (A), P1, and S7

(SUBMIT ONLINE)

C. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
Willow Tree/The People Concern	Interior demolition of hotel	8/11/2023	\$655,000.00
Paragon Partners/SBCTA West Valley Connector Project	Demolition of multiple buildings	12/31/2023	\$540,122.50

(SUBMIT ONLINE)

CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that bidder is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: 603409

License Classification: C21, C22 Expiration Date: 09/30/2024

Name of Individual Contractor (Print or type):

Signature of Owner: _____

Business Address: _____

or

Name of Firm: _____

Business Address: _____

Name: _____ Title: _____

Address: _____

Name _____ Title: _____

Address: _____

or

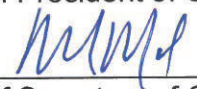
Name of Corporation: Interior Demolition, Inc.

Business Address: 23508 Pine St., Newhall, CA 91321

Corporation organized under the laws of the State of California



Signature of President of Corp.



Signature of Secretary of Corp.

07/17/2023

Date

(ENTER ONLINE)

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work as follows:

LISTING OF SUBCONTRACTORS WILL BE ENTERED ONLINE
WHEN SUBMITTING YOUR PROPOSAL

ALL ITEMS OF INFORMATION REQUESTED ON THIS PAGE ARE REQUIRED. BIDDERS SHALL SPECIFY EACH SUBCONTRACTOR WHO WILL PERFORM WORK OR LABOR OR RENDER SERVICE TO THE PRIME CONTRACTOR IN AN AMOUNT IN EXCESS OF ONE HALF OF ONE PERCENT (0.5%) OF THE PRIME CONTRACTOR'S TOTAL BID. FAILURE TO LIST ALL INFORMATION AS REQUESTED ABOVE MAY RESULT IN DISQUALIFICATION OF THE BID.

(SUBMIT ONLINE)

REFERENCES

The following are the names, addresses, phone numbers and contact person for three public agencies for which BIDDER has performed similar work within the past two years:

NAME/TITLE: City of Chino
ADDRESS: 13220 Central Ave. Chino, CA 91710
Keith Martinez
PHONE: 909-334-3421 FAX: NOT APPLICABLE
E-MAIL: kmartinez@cityofchino.org

NAME/TITLE: Antelope Valley Community College District
ADDRESS: 3041 W. Ave K. Lancaster, CA 93536
Alisha Fonder
PHONE: 661-510-4560 FAX: NOT APPLICABLE
E-MAIL: alisha.fonder@fonder-salari.com

NAME/TITLE: Housing Authority of the City of Los Angeles
ADDRESS: 2600 Wilshire Blvd., 4th Floor, Los Angeles, CA 90057
Kevin Sharp
PHONE: 213-258-7297 FAX: 213-252-3163
E-MAIL: kevin.sharp@hacla.org

(SUBMIT ONLINE)

DESIGNATOR OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

NAME/TITLE: Matt Coats - Broker
ADDRESS: 23046 Avendida de la Carlota, STE 600
Laguna Hills, CA 92653
PHONE: 949-457-1060 FAX: 949-457-1070
E-MAIL: matt@coatssurety.com

NAME/TITLE: _____
ADDRESS: _____
PHONE: _____ FAX: _____
E-MAIL: _____

NAME/TITLE: _____
ADDRESS: _____
PHONE: _____ FAX: _____
E-MAIL: _____

(SUBMIT ONLINE)

**BID BOND
FOR CONSTRUCTION OF
SLOVENE HALL DEMOLITION
PROJECT NO. PW-24-SB-04**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____
Interior Demolition, Inc. _____, (hereafter called "Principal"),

and _____ Philadelphia Indemnity Insurance Company _____, (hereafter called "Surety"), are held and firmly bound unto the **City of Fontana** (hereafter called "**OWNER**"), in the sum of

_____ Ten percent of the total bid amount _____ dollars (\$ 10% _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves and our successors and assigns.

SIGNED this _____ 18th _____ day of _____ July _____, 20 23.

The condition of the above obligation is such that whereas the principal has submitted to the **OWNER** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **Slovene Hall Demolition**

NOW THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and Principal executes and delivers a contract in the attached Agreement form within then (10) days after acceptance (properly completed in accordance with said Bid), and furnishes insurance certificates and endorsements, bonds for faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and all other required documents, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

For value received, Surety hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any bidding errors or extension of the time within which the **OWNER** may accept such Bid, and said Surety hereby waives notice of any such extension.

(Page 1 of 3)

(SUBMIT ONLINE)

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: Interior Demolition, Inc.
ATTEST: (if corporation)
By: _____ By: MUM
Title: _____ Title: Secretary & Treasurer

(Corporate Seal)

SURETY: Philadelphia Indemnity Insurance Company
ATTEST:
By: _____ By: RB
Title: _____ Title: Ryan Butterfas, Attorney-in-Fact

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and address of Surety) Philadelphia Indemnity Insurance Company
800 E. Colorado Blvd., 6th Floor
Pasadena, CA 91101

(Name and address of agent or Representative for service of Process in California, if Different from above) Coats Surety Insurance Services, Inc.
23046 Avenida de la Carlota, Suite 600
Laguna Hills, CA 92653

(Telephone number and FAX Number of Surety and agent Or representative for Service of process in California) Surety Phone: (626) 639-1328 Agent Phone: (949) 457-1060
Surety Fax: (626) 578-9225 / Agent Fax: (949) 457-1070

E-MAIL: christina.gharibian@phly.com

(Page 2 of 3)

(SUBMIT ONLINE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 } ss.

County of _____ }

On _____ before me, _____
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(is), 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.

Place Notary Seal Above Signature: Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Right Thumbprint of Signer
Top of thumb here

Signer is Representing:

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

Right Thumbprint of Signer
Top of thumb here

Signer is Representing:

(Page 3 of 3)

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

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

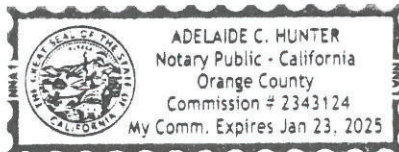
State of California)

County of Orange)On JUL 18 2023 before me, Adelaide C. Hunter, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Ryan Butterfas
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]
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: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

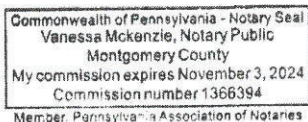


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of July, 20 23



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Philadelphia Indemnity Insurance Company

of Pennsylvania, organized under the laws of Pennsylvania, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Boiler and Machinery,
Burglary, Sprinkler, Automobile, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 11th day of September, 2015, I have hereunto set my hand and caused my official seal to be affixed this 11th day of September, 2015.



Dave Jones
Insurance Commissioner

Valerie Sarfaty
for Nettie Hoge
Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

(SUBMIT ONLINE)

NON-COLLUSION DECLARATION

**SLOVENE HALL DEMOLITION
PW-24-SB-04**

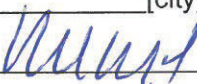
The undersigned declares:

I am the Secretary and Treasurer of Interior Demolition, Inc.
_____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July 17th 2023 [date], at Newhall [city], CA [state].



(Signature)

Maria Molina

(Print Name)

Secretary and Treasurer

(Title)

(SUBMIT ONLINE)

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940**.


The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM: Interior Demolition, Inc.

TITLE OF PERSON SIGNING: Secretary and Treasurer - Maria Molina

SIGNATURE: 

DATE: 7/17/2023

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

(ENTER ONLINE)

**PROPOSAL BID SHEET
FOR CONSTRUCTION OF**

SLOVENE HALL DEMOLITION

PW-24-SB-04

BID SCHEDULE NO 1			
ITEM NO.	DESCRIPTION	QUANTITY	UOM
1	Mobilization/Demobilization	2	EA
2	General Conditions	1	LS
3	Temp Facilities / Trash Haul-Off	1	LS
4	Building and Foundation Demolition	1	LS
5	Parking Lot, Asphalt, CMU Wall, & Additional Site Demolition	1	LS
6	Grading & Import/Export if Necessary	1	LS

NOTE: The estimated quantities listed in the **Proposal Bid Sheet(s)** are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed, and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be the bid.

The Contractor shall perform, with its own organization, contract work amounting to at least 50 percent of the Contract Price, except that any designated "**Specialty Items**" may be performed by subcontract and the amount of any such "**Specialty Items**" so performed may be deducted from the Contract Price before computing the amount of work required to be performed by the Contractor with its own organization. The **CITY** reserves the right to reject any and or all bids, or to waive any information on any one or all bids received. The **CITY** specifically reserves the right to delete, reduce all or any portion of the work at any time prior to authorization to proceed with this portion of work.

(ENTER ONLINE)

ADDENDUM ACKNOWLEDGMENT

SLOVENE HALL DEMOLITION

PW-24-SB-04

ADDENDUM(S) TO BE ACKNOWLEDGED ONLINE WHEN YOU ARE SUBMITTING YOUR BID.

Bid Results
Slovene Hall Demolition
PW-24-SB-04

Interior Demolition, Inc. Montrose, CA	\$128,168.00
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Resource Environmental, Inc. Cerritos, CA	\$140,000.00
--	--------------

Unlimited Environmental Inc. Long Beach, CA	\$150,619.00
--	--------------



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2426

Agenda #: O.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Award a Construction Contract for the Arrow Boulevard at Cypress Avenue Traffic Signal Project (Bid No. SB-162-DE-23).

RECOMMENDATION:

1. Award bid and authorize the City Manager to execute a construction contract with DBX, Inc. for the construction of the Arrow Boulevard at Cypress Avenue Traffic Signal Project (Bid No. SB-162-DE-23) in the amount of \$1,628,816.00 and authorize a 10% contingency in the amount of \$162,881.60 (Bid No. SB-67-DE-23).
2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Arrow Boulevard at Cypress Avenue Traffic Signal Project (Bid No. SB-162-DE-23).
3. Appropriate \$945,000.00 from Local Measure I Fund No. 246 to the Arrow Boulevard at Cypress Avenue Traffic Signal Project No. 3386.

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

DISCUSSION:

The City determined the need for a new traffic signal at the intersection of Arrow Boulevard at Cypress Avenue to aid in circulation and ease congestion. This location is on the City-Wide Traffic Signal Priority List and is a component of a comprehensive transportation improvement and traffic management program. The improvements will include reconstructing new Americans with Disabilities Act (ADA) compliant curb ramps and storm drain facilities. This new traffic signal will enhance traffic flow and access to the adjacent parks and schools.

On August 3, 2023, at 2:00 p.m. the bids for this contract were opened. A total of seven (7) bids were received ranging from \$1,628,816.00 to \$1,984,174.00. DBX, Inc. is the lowest bidder in the amount

of \$1,628,816.00. The Engineer's estimate was \$1,057,000.00. After reviewing the proposed bid documents, Engineering staff has determined DBX, Inc. to be the lowest responsive and responsible bidder.

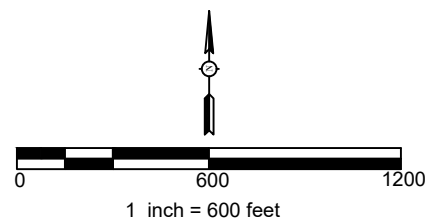
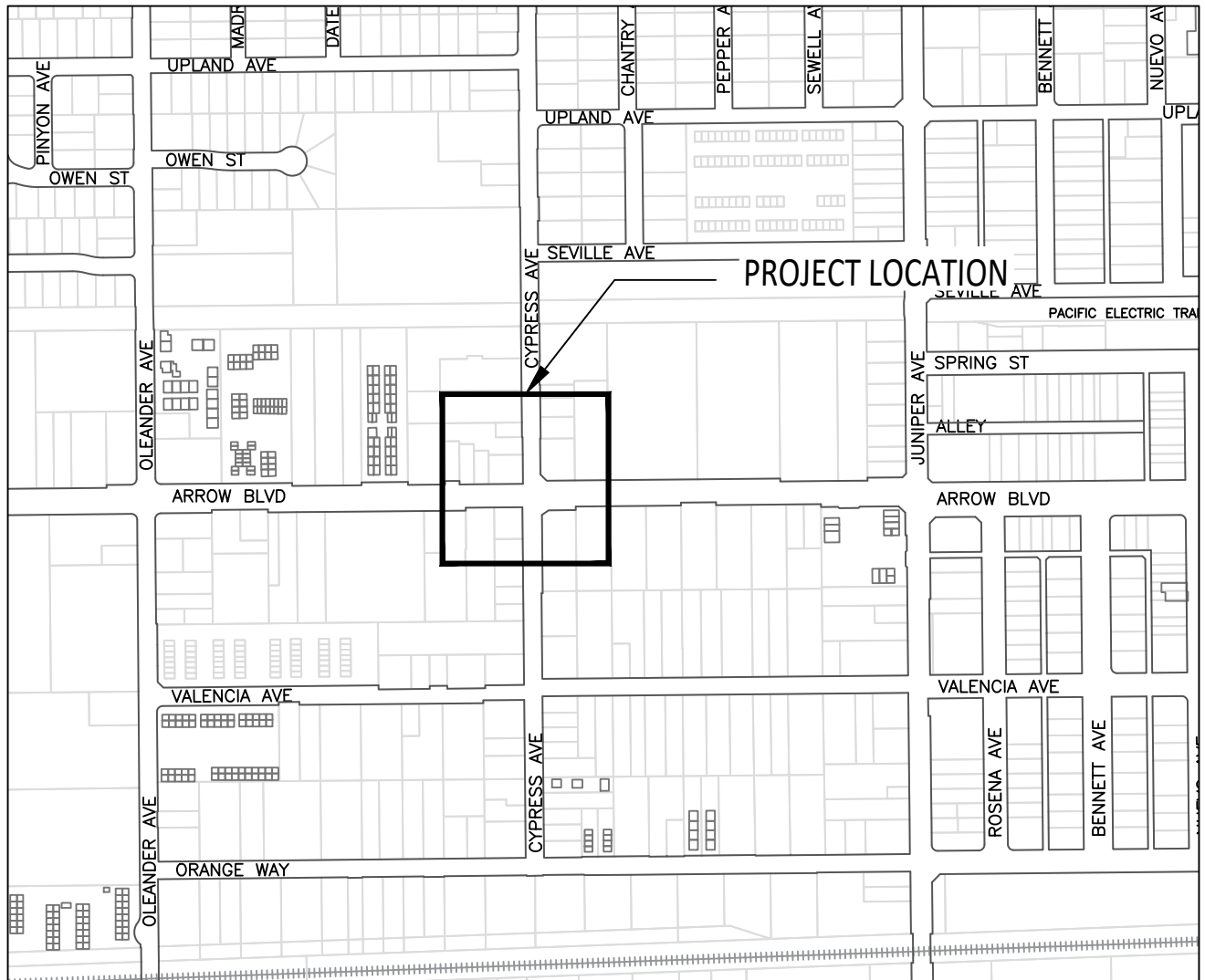
FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$1,791,697.60, for the full term of the construction contract. The available budget is about \$1,087,825. Considering all projected expenses, an additional \$945,000.00 is being requested in 37603386-246-A-8330 and is not included in the FY 2023-2024 budget. The request will be submitted in the next quarterly budget report and will be funded by Local Measure I Fund No. 246. All future costs will be included in subsequent fiscal year budgets.

MOTION:

Approve staff recommendation.

ARROW BOULEVARD AT CYPRESS AVENUE TRAFFIC SIGNAL PROJECT



Bid Results

Arrow Boulevard at Cypress Avenue Traffic Signal Project

SB-162-DE-23

- | | |
|--|-----------------|
| 1. DBX, Inc.
Temecula, CA | \$1,628,816.00 |
| 2. Alfaro Communications Construction, Inc.
Compton, CA | \$1,730,997.23 |
| 3. Roadway Engineering & Construction Corp.
Perris, CA | \$1,734,123.00 |
| 4. Select Electric Inc
Vista, CA | \$1,795,275.00 |
| 5. Baker Electric Inc.
Escondido, CA | \$ 1,847,294.20 |
| 6. International Line Builders, Inc.
Corona, CA | \$ 1,890,659.00 |
| 7. Elecnor Belco Electric, Inc.
Chino, CA | \$ 1,984,174.00 |

Bid Results

Bidder Details

Vendor Name	DBX, INC.
Address	42024 AVENIDA ALVARADO SUITE A TEMECULA, California 92590 United States
Respondee	James C. Perry
Respondee Title	President/Secretary/Treasurer
Phone	951-296-9909
Email	dbxinc@hotmail.com
Vendor Type	CADIR, OSB
License #	240547
CADIR	1000004242

Bid Detail

Bid Format	Electronic
Submitted	08/03/2023 10:12 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	337967

Respondee Comment

N/A

Buyer Comment

Attachments

File Title	File Name	File Type
Fontana 8-3-23.pdf	Fontana 8-3-23.pdf	Proposal Document
Fontana BB.pdf	Fontana BB.pdf	Bid Bond

Subcontractors

Showing 4 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
CD Trenching LLC PO Box 958 temecula, California 92593	BI#40-Backhoe & Auger	938605	1000035806	\$4,000.00	
I E General Engineering Inc. 1440 Beaumont Ave Suite A2-130 Beaumont, California 92223	BI#2,4-21, 23-37 - Cleaning&Grubbing, Remove sidewalk & curb Ramp, Storm drain, Remove landscape/hardscap & cap irrigation, AC Pavement, R&R chain link fence, sewer Lateral & Saddle, Remove Existing tree, stump & roots, construct C&G, adjust manhole, PCC res driveway, Comm Driveway, Const curb, PCC pad, AC Pave, overlay AC Pave, Road repair, HDPE, CMP, catch basin, RCP, Concrete Collar, sidewalk, brooks basin, structure pipe, own Traffic control.	1015380	1000043058	\$716,490.00	CADIR
MJ Directional, Inc. PO Box 1126 Ontario, California 91762	BI#39-40- Directional Drilling	790871	1000418354	\$8,000.00	
Superior Pavement Markings, Inc. 5312 Cypress St Cypress, California 90630	BI#38 - Signing, striping and pavement markers	776306	1000001476	\$18,330.00	

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
GENERAL							\$59,500.00		
1			MOBILIZATION/DEMOBILIZATION.	LS	1	\$30,000.00	\$30,000.00	Yes	
2			CLEARING, GRUBBING, AND MISCELLANEOUS REMOVALS.	LS	1	\$20,000.00	\$20,000.00	Yes	
3			BEST MANAGEMENT PRACTICE SWPPP AND NPDES REQUIREMENTS PER BID DOCUMENTS.	LS	1	\$9,500.00	\$9,500.00	Yes	
CIVIL - STREET & STORM DRAIN							\$780,325.00		
4			REMOVE EXISTING PCC DRIVEWAY, DRIVEWAY TRANSITION, SIDEWALK, AND CURB RAMP.	SF	4200	\$5.00	\$21,000.00	Yes	
5			STORM DRAIN REMOVAL.	LS	1	\$30,000.00	\$30,000.00	Yes	
6			REMOVE CURB AND GUTTER.	LF	915	\$14.00	\$12,810.00	Yes	
7			REMOVE EXISTING LANDSCAPE/HARDSCAPE AND CAP/REPLACE IRRIGATION AS NEEDED.	LS	1	\$6,500.00	\$6,500.00	Yes	
8			REMOVE EXISTING AC PAVEMENT.	SF	5880	\$5.50	\$32,340.00	Yes	
9			REMOVE AND REPLACE EXISTING CHAIN LINK FENCE, INCLUDING TWO ROLLER DRIVEWAY GATES AND TWO PEDESTRIAN WALK GATES, AT 6 FT HEIGHT. GATES TO MATCH EXISTING WIDTHS. PER SPPWC STD. PLAN 600-3.	LS	1	\$12,000.00	\$12,000.00	Yes	
10			REMOVE EXISTING SEWER LATERAL, INCLUDING CAPPING OF EXISTING SADDLE PER CITY OF FONTANA RECOMMENDATION.	LF	120	\$75.00	\$9,000.00	Yes	
11			REMOVE EXISTING TREE, STUMP AND ROOTS.	EA	1	\$5,500.00	\$5,500.00	Yes	
12			CONSTRUCT 8" CURB AND GUTTER PER CITY OF FONTANA STANDARD. 1000.	LF	862	\$50.00	\$43,100.00	Yes	
13			ADJUST EXISTING MANHOLE TO GRADE PER BID DOCUMENTS AND CITY OF FONTANA STANDARD 3014.	EA	3	\$3,000.00	\$9,000.00	Yes	
14			CONSTRUCT 6" PCC RESIDENTIAL DRIVEWAY PER CITY OF FONTANA STANDARD 1001, DWG 2.	SF	482	\$15.00	\$7,230.00	Yes	
15			CONSTRUCT 8" PCC COMMERCIAL DRIVEWAY PER CITY OF FONTANA STANDARD 1001, DWG 3.	SF	435	\$19.00	\$8,265.00	Yes	
16			CONSTRUCT CURB RAMP PER CITY OF FONTANA STANDARD 1003, DWG 1.	EA	4	\$13,000.00	\$52,000.00	Yes	
17			CONSTRUCT 4" SIDEWALK PER CITY OF FONTANA STANDARD 1006.	SF	3881	\$10.00	\$38,810.00	Yes	
18			CONSTRUCT 6" PCC BUS STOP PASSENGER BOARDING PAD PER PLAN IN ACCORDANCE WITH OMNITRANS GUIDELINES AND POLICIES.	SF	150	\$35.00	\$5,250.00	Yes	
19			CONSTRUCT 5.5" AC PAVEMENT OVER 12" MIN. OF 95% COMPACTED NATIVE SUBGRADE, PER CITY OF FONTANA STD. 400 AND 401.	TON	305	\$240.00	\$73,200.00	Yes	
20			GRIND EXISTING AC PAVEMENT 2" MIN. PER DETAIL "C" ON SHEET 2.	SF	4580	\$3.00	\$13,740.00	Yes	
21			OVERLAY EXISTING AC PAVEMENT 2" MIN. PER DETAIL "C" ON SHEET 2.	TON	65	\$250.00	\$16,250.00	Yes	
22			RELOCATE EXISTING OMNITRANS BUS STOP FURNITURE, HARDWARE AND SIGNAGE PER OMNITRANS GUIDELINES AND POLICIES.	LS	1	\$35,000.00	\$35,000.00	Yes	
23			ROADWAY REPAIR FOR INSTALLATION OF CMP ARCH PIPE. CONSTRUCT 5.5" AC PAVEMENT OVER 12" MIN 95% COMPACTED NATIVE SUBGRADE.	TON	30	\$600.00	\$18,000.00	Yes	
24			INSTALL 6" HDPE.	LF	31	\$200.00	\$6,200.00	Yes	
25			INSTALL 21" X 15" CMP ARCH PIPE (16 GA).	LF	375	\$350.00	\$131,250.00	Yes	
26			CONSTRUCT 7' WIDE CURB OPENING CATCH BASIN, INCLUDING LOCAL DEPRESSION, PER CITY OF FONTANA STANDARDS 3003 AND 3004, H=2".	EA	1	\$19,000.00	\$19,000.00	Yes	
27			CONSTRUCT 14' WIDE CURB OPENING CATCH BASIN, INCLUDING LOCAL DEPRESSION, PER CITY OF FONTANA STANDARDS 3003 AND 3004, H=2".	EA	1	\$22,500.00	\$22,500.00	Yes	
28			CONSTRUCT 28' WIDE CURB OPENING CATCH BASIN, INCLUDING LOCAL DEPRESSION, PER CITY OF FONTANA STANDARDS 3003 AND 3004, H=2".	EA	1	\$34,000.00	\$34,000.00	Yes	
29			INSTALL 10" HDPE.	LF	15	\$650.00	\$9,750.00	Yes	
30			INSTALL 12" RCP CLASS V 3750-D PER CITY OF FONTANA STANDARD 1008.	LF	42	\$265.00	\$11,130.00	Yes	
31			INSTALL 18" RCP CLASS V 3750-D WITH TEMPORARY BULKHEAD PER CITY OF FONTANA STANDARD 1008 AND PLAN DETAILS.	LF	10	\$700.00	\$7,000.00	Yes	
32			CONSTRUCT CONCRETE COLLAR FOR RCP PER SPPWC 2021, STANDARD PLAN 380-4.	EA	1	\$8,000.00	\$8,000.00	Yes	
33			INSTALL 24" RCP CLASS V 3750-D WITH TEMPORARY BULKHEAD PER CITY OF FONTANA STANDARD 1008 AND PLAN DETAILS.	LF	20	\$900.00	\$18,000.00	Yes	
34			RECONSTRUCT UNDER SIDEWALK DRAIN OUTLET PER CITY OF FONTANA STANDARD 3001.	EA	2	\$14,000.00	\$28,000.00	Yes	
35			INSTALL NEW 36"X36" BROOKS CATCH BASIN MODEL 3636 CB (OR APPROVED EQUAL) WITH GRATE. SEE DETAIL A ON SHEET 6 & 7.	EA	2	\$12,000.00	\$24,000.00	Yes	
36			CONSTRUCT TRANSITION STRUCTURE, PIPE TO PIPE, PER SPPWC 2021, STANDARD PLAN 340-2. MODIFY FOR ARCH PIPE.	EA	1	\$12,500.00	\$12,500.00	Yes	
CIVIL - TRAFFIC							\$788,991.00		
37			TEMPORARY TRAFFIC CONTROL FOR THE ENTIRE PROJECT DURATION (INCLUDING DURING UTILITY WINDOW AND INCLUDING TRAFFIC CONTROL PLANS)	LS	1	\$40,000.00	\$40,000.00	Yes	
38			SIGNING, STRIPING, AND PAVEMENT MARKERS COMPLETE PER CONTRACT PLANS	LS	1	\$21,000.00	\$21,000.00	Yes	
39			FIBER OPTIC INTERCONNECT SYSTEM INSTALLATION COMPLETE PER CONTRACT PLANS	LS	1	\$175,550.00	\$175,550.00	Yes	
40			TRAFFIC SIGNAL INSTALLATION COMPLETE PER CONTRACT PLANS	LS	1	\$552,441.00	\$552,441.00	Yes	

Line Item Subtotals

Section Title	Line Total
GENERAL	\$59,500.00
CIVIL - STREET & STORM DRAIN	\$780,325.00
CIVIL - TRAFFIC	\$788,991.00
Grand Total	\$1,628,816.00



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2427

Agenda #: P.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Community Services

SUBJECT:

Award bid (SB-112-CS23) to Carreras Tours LLC., to provide bussing transportation for the Fontana Expanded Learning Program.

RECOMMENDATION:

1. Award bid (SB-112-CS-23) to Carreras Tours LLC. for Transportation Services for the Fontana Expanded Learning Program (FELP) for the Fiscal Year 2023-24.
2. Authorize the Purchasing Division to issue a purchase order to Carreras Tours for the FELP transportation service for Fiscal Year 2023-24.

COUNCIL GOALS:

- Increase citizen involvement by Developing future leaders.
- Increase citizen involvement by promoting healthy lifestyle opportunities to residents of all ages.

DISCUSSION:

The City of Fontana is currently in an Agreement with the Fontana Unified School District (FUSD) as the Fontana Expanded Program (FELP) Provider. FELP is an After School Education and Safety (ASES) grant and Expanded Learning Opportunities Program (ELO-P) funded program.

As part of the grant-required components, FELP provides field trips while providing safe and supervised transportation from school sites to offsite destinations for hands-on experiences that are aligned with 21st-century life skills.

Purchasing solicited bids from 42 vendors and received 2 bids for the transportation bus service. To support the operating agreement between the City and FUSD, FELP is recommending to award bid (SB-112-CS-23) to Carreras Tours LLC. for Transportation Services for the Fontana Expanded Learning Program (FELP) for the Fiscal Year 2023-24.

This transportation service will allow for field trips that will broaden participants' horizons to future careers, life skills, and engagement with the community.

FISCAL IMPACT:

The program cost is \$500,000.00 and is budgeted in the adopted FY 2023/2024 Community Services Department operating budget in account 38624101.8135. This cost is 100% fully reimbursable.

MOTION:

Approve bid (SB-112-CS-23) to be awarded to Carreras Tours of Ontario, CA for Transportation Services for the Fontana Expanded Learning Program (FELP) for the Fiscal Year 2023-24.



SPAB RATES EFF 01/30/2023

Depending where a trip is going prices are based on an hourly rate or by the mile.

Pricing is as follows for SPAB buses

5 hour minimum \$1100 then \$220 Per hour there after
\$6.25 per mile if trip is priced by the mile.

Day rate local is anything over 8 but under 12 hours of service
\$1,675

Mountain Runs

\$1500 Flat rate one Way plus Fuel Surcharge and SPAB fees

\$300 Winter Mountain Fee Mid November Until mid-March. This can be expanded if snow is present before during or after trip.

Grad Night Rates (Hourly)

\$245 per hour 10 hour minimum

\$6.75 per mile if priced by mile

10% Fuel Surcharge (This rate may increase due to the unsteady and constant rise in fuel prices. This is also in accordance with our terms and conditions which accompany each charter confirmation or quote request)

Admin Fee added to all charters

Driver gratuity is NOT included however can be added at school's discretion.

CANCELATION POLICY

-No Charge 7 days prior to departure-Up to 72 Hours Prior to departure 50% of the trip cost due and or is Nonrefundable. 1 to 72 Hours prior to departure 100% of the trip cost due and or is Nonrefundable



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2430

Agenda #: Q.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Approve a Task Order for Engineering Design Services for the Courtplace Housing Development Project (Infrastructure Improvements)

RECOMMENDATION:

1. Approve and authorize the City Manager to execute Task Order No. 18 in a not-to-exceed amount of \$266,446.00 with TKE Engineering, Inc. for Engineering Design Services for the Courtplace Housing Development Project (Infrastructure Improvements) Request for Proposals SQ-87-DE-19-58.
2. Approve and authorize the City Manager to execute any future amendments to the Task Order.
3. Authorize the City Manager to execute any and all utility agreements, utility easements, and any related items on behalf of the City of Fontana for the Courtplace Housing Development Project (Infrastructure Improvements).

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:

Staff solicited a Request for Proposals (RFP) for Engineering Design Services by notifying the City's forty-six (46) pre-qualified firms through the Purchasing Office. Six (6) prospective bidders downloaded the RFP documents. On July 13, 2023, proposals were received from two (2) firms interested in providing design services for the project. Proposals were evaluated and ranked in accordance with the City policies and procedures.

- | | |
|-----------------------------|-----------|
| • TKE Engineering, Inc. | \$266,446 |
| • Dan Guerra and Associates | \$339,000 |

Staff recommends the City Council approve a Task Order Agreement in the amount of \$266,466.00 with TKE Engineering, Inc. for design services for the project.

FISCAL IMPACT:

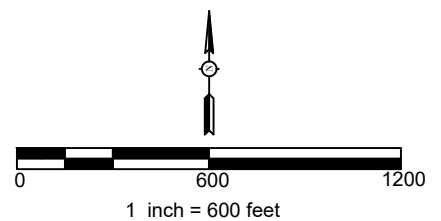
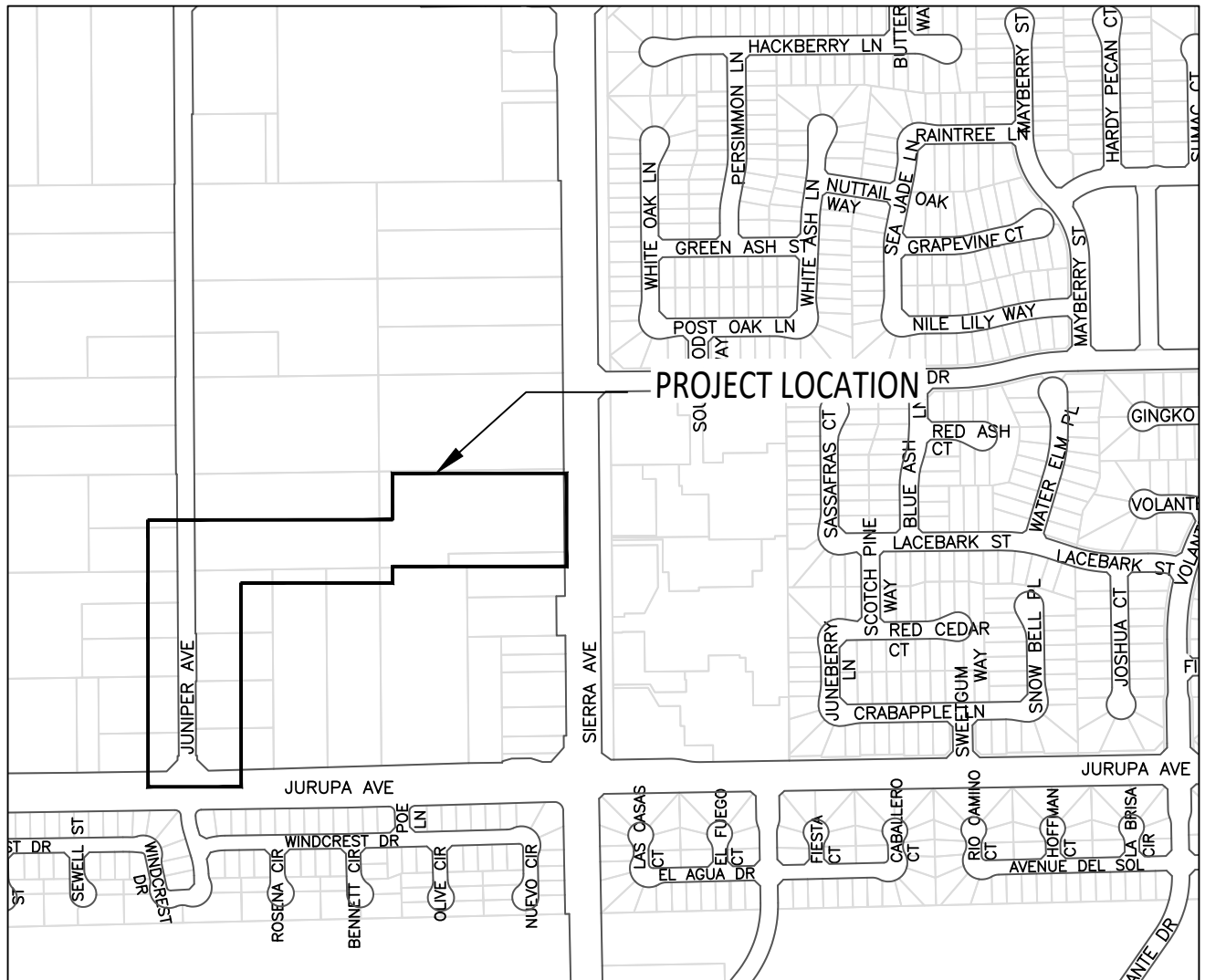
The fiscal impact associated with the approval of this item is \$266,466.00 and is included in the FY

2023-2024 Budget in Project No. 37600063-622-A-8113.

MOTION:

Approve staff recommendation.

COURTPACE HOUSING DEVELOPMENT PROJECT



REQUEST for PROPOSAL

DESIGN SERVICES FOR COURTPACE HOUSING DEVELOPMENT PROJECT (INFRASTRUCTURE IMPROVEMENTS) | SQ-87-DE-19-58

for:

CITY OF FONTANA

Attn: Sid Lambert

Purchasing Office
8353 Sierra Ave,
Fontana, CA 92335



FONTANA
CALIFORNIA

July 13, 2023
2:00 p.m.



Prepared by:



2305 Chicago Avenue
Riverside, California 92507
(9 5 1) 6 8 0 - 0 4 4 0

TABLE OF CONTENTS

Technical Proposal

1. Firm Profile
2. Point of Contact
3. Work Plan
4. Proposed Project Team
5. Schedule
6. References

Cost Proposal (submitted separately)



Prepared for:

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Contact: Sid Lambert

Phone: (909) 350-7600

Email: slambert@fontana.org

Prepared by:

TKE Engineering, Inc.

2305 Chicago Avenue
Riverside, CA 92507

Contact: Terry Renner, P.E., Q.S.D., Senior Vice President

Phone: (951) 680-0440

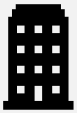
Fax: (951) 680-0490

Email: trenner@tkeengineering.com



TKE Engineering, Inc.

AT A GLANCE

**Location of Office**

TKE Engineering, Inc.'s main office is located at 2305 Chicago Avenue Riverside, CA 92507

**Years in Business**

TKE was founded in 2000 and has 23 years of experience in providing survey support services for Municipalities.

**Company Structure**

TKE is a California Corporation founded in June 2000. TKE is not a subsidiary. California Business License Number: 00109901

DIR NUMBER PWCR #1000019851

**Firm Owners**

Michael Thornton, P.E., P.L.S., M.S. – President
Terry Renner, P.E., L.S., Q.S.D. – Senior Vice President
Steve Ledbetter, P.E. – Vice President

**Size of Organization**

46 Professional Surveyors, Engineers, Project and Construction Managers, Inspectors, Designers, Plan Checkers, & Support Staff

**City/District Surveyor**

TKE serves as the City/District Surveyor in 7 Cities/Districts in Southern California, including 4 in San Bernardino County

**Drainage and Street Experience**

TKE has provided more than 50 designs on drainage, basins, streets and sewer projects for the City of Fontana over the past 23 years.

**City of Fontana's Point of Contact**

Terry Renner, P.E., L.S., Q.S.D. – Senior Vice President
Phone: (951) 680-0440
Email: trenner@tkeengineering.com

1. FIRM PROFILE

TKE Engineering, Inc. (TKE), has extensive experience with an excellent reputation in both the design and construction support of drainage improvement facilities, including associated drainage analysis, grading, conveyance, as well as improvement restoration. TKE is currently working on several drainage analysis, storm drain and basin design, street design and sewer design projects with various cities throughout the Inland Empire that are nearly identical in scope.

TKE was established in 2000, and in the last twenty-three years has developed into one of Southern California's premier full-service consulting engineering firms. TKE is a California Corporation and our headquarter office is located in a business owned 7,000 square foot office building at 2305 Chicago Avenue, Riverside, CA 92507. TKE currently maintains a staff of 46 engineers, surveyors, inspectors, drafters and clerical personnel.

2. POINT OF CONTACT

Terry Renner P.E., L.S., Q.S.D., Senior Vice President

Address: 2305 Chicago Avenue, Riverside, CA 92507

Phone: 951.680.0440

Fax Number: 951.680.0490

Email: trenner@tkeengineering.com

AUTHORIZATION

TKE's Senior Vice President, Terry Renner P.E., L.S., Q.S.D. is authorized to bind the firm and the proposal is valid for ninety (90) days.

Terry's signature (below) binds this proposal on behalf of TKE Engineering, Inc.

INSURANCE

TKE will comply with the City of Fontana's standard contract and insurance requirements. TKE holds no exceptions to the standard contract and/or the city's insurance requirement. TKE will provide insurance certificates prior to contract execution.

ADDENDUM

TKE is in receipt of Addendum No.1 on July 12, 2023.

3. WORK PLANPROJECT UNDERSTANDING

The City of Fontana (City) is seeking qualified Civil Engineering firms to provide Engineering Services for the Development of Plans, Specifications, and Estimates, and other Engineering Services for the Courthouse Housing Development Project (Infrastructure Improvements).

TKE has reviewed the preliminary plans and has experience on past projects with the existing basin site and the storm drain pipes which convey drainage to the basin. Our history in the City and with the project area provides us with the experience and knowledge to provide street, sewer, storm drain, signing and striping, detention basin, retaining wall(s), and backfill of the remaining portion of the existing basin.

PROJECT APPROACH

Our approach to your project, recognizing that both schedule and budget are of primary concern, dictates that design decisions must be made quickly and carefully. When this is coupled with the various constraints present, it is critical that the City choose a consultant with a proven track record of delivering. With a familiar team of senior level design professionals, TKE is the right choice for this project.

With a project of this type, our experience tells us that there has to be a proactive approach to completing the work. This includes early identification of critical design elements and accurate cost estimating throughout the entire process. In preparing this proposal, our team established key issues so we can “hit the ground running” to make this a successful project for the City.

CRITICAL ISSUES**FLOOD PROTECTION**

For a project of this type where a flood control basin is being reduced in size, maintenance of flood protection is one of the project’s primary objectives. It can be accomplished in various ways and basin routing will be a critical aspect. TKE will consider review the proposed basin properties and ensure flood routing analysis shows that storm runoff from a multiday storm system will be safely conveyed through the basin. We will review basin configuration alternatives as well to determine the most cost effective project alternative that achieves project requirements and project funding objectives.

UTILITIES

For pipeline projects, construction contract change orders are primarily attributable to inaccurate plotting of utility interferences or due to unknown utilities. Comprehensive utility research together with design potholing of critical utility interferences and potholing of all critical interferences prior to construction by the project contractor, will ensure that contract change orders will be significantly reduced or even eliminated. It is anticipated that numerous underground utilities will be encountered in street intersections that are located throughout the project. TKE will identify existing larger and gravity facilities, as well as, project connections, as critical and request excavation of them to verify both horizontal and vertical alignments. In addition, we will request that at connections, existing pipeline materials and condition be noted to properly design each connection and pipeline abandonments. Again, to avoid potential change orders, detailed connection and abandonment designs will be included.

TRAFFIC CONTROL

Traffic impacts created by construction of the pipelines and street improvements must be mitigated to the maximum extent practicable. Access to resident’s and commercial properties must be maintained at all times. When considering pipeline alignments and street improvements, construction traffic control, property assessment, utility and mail services and emergency vehicle access needs to be considered. Once the alignments are selected, traffic control design needs to be prepared to ensure safe and convenient vehicular and pedestrian mobility during construction operations. We have extensive experience in construction traffic control plan preparation and we are intimately familiar with the, CATTCH, WATCH, Caltrans, and MUTCD requirements. We will also review existing pavement conditions to determine if poor conditions may result in the potential for additional pavement removal and replacement during trench repair.

SCOPE OF WORK

TKE will provide project management and design services in three progressive phases, 60% Level Completion, 90% Level Completion and 100% Level Completion. TKE’s scope of services is presented in the following paragraphs:

TASK NO. 1. PROJECT MANAGEMENT

TKE’s Project Manager will be responsible for the entire project team. He will attend all meetings, prepare agendas and corresponding meeting minutes together with collection of signatures for meeting attendees (sign-in sheets). He will meet with the City at appropriate times and will meet as needed with agencies, residents, property owners, and utilities in addition



to the meetings presented below. He will also update the project budget and schedule prior to each City meeting for discussion with staff.

Deliverables: Agendas, Meeting Minutes, Exhibits, and Project Progress, Schedule and Budget Updates

TASK NO. 2. INITIAL 'KICK OFF' MEETING

Prior to commencement of services, we propose to meet City staff to review project obligations and to discuss all project requirements in detail. TKE's Project Manager and Engineer will attend the meeting to determine project protocol and obtain City record drawings.

Deliverables: Agenda, Minutes, and Distribution to all Entities

TASK NO. 3. RECORDS RESEARCH

We will thoroughly research existing utility records and acquire copies of all available records. The purpose of the records research is to assemble survey records to establish locations of street centerlines, street rights-of-way, and easements and determine locations of all existing utilities and improvements. The research will consist of assembling copies of assessors' maps, tract maps, parcel maps, easement documents, monument ties, benchmark data, corner records, street and storm drain improvement plans, and utility drawings. We will request the City provide copies of available pertinent City records, such as survey ties, benchmarks, and street, sewer and storm drain improvement plans.

We will notify Underground Service Alert to acquire a complete list of underground utility purveyors. The utility drawings will include existing drawings from the City, and drawings and/or atlas maps from all private utility companies, and/or agencies. We will confer and coordinate with the following agencies as well as any additional agencies listed in the Underground Service Alert:

- △ Fontana Water Company
- △ Marygold Mutual Water Company
- △ Verizon Telephone
- △ AT&T and PacBell
- △ Sprint
- △ Southern California Gas Co.
- △ Southern California Edison
- △ Time Warner Cable Television

We will send first utility notice letters to all listed utility companies and agencies requesting their data. We will maintain copies of the letters and correspondence for future

reference. We shall also provide the City with a complete copy of all correspondence with all utility companies.

Deliverables: Record Data and Utility Information

TASK NO. 4. DESIGN SURVEY

TKE will conduct a conventional design survey of the sidewalk and ramp construction project areas due to the level of detail needed for precise grading design. Our field survey crews will collect appropriate detail as required to prepare a topographic map for all areas where grading improvements are required. The topographic map shall be a minimum of 120-feet wide and shall extend 100-feet beyond end of centerline. In addition, we will collect 50-foot cross sections with shots extending to right-of-way and 10-feet beyond right-of-way on each side where possible. Survey data will include trees over 2-inches in diameter, buildings, walkways, sidewalks, driveways, curbs, gutters, cross gutters, fire hydrants, water valves, manholes, water meters, signs, street lights, power poles, fences, structure, traffic signal poles and all other visible features. Our crews will set 100-foot stationing along street centerlines and collect existing topography as needed to provide sufficient level of detail for precise design. The crew will also measure invert, top of cone and rim elevations for all existing manholes in the project area and invert and rim elevations for all drainage facilities. The crew will set temporary benchmarks within the project limits and each will be shown on the drawings.

Deliverables: Ground Topography, Utilities and Data in ASCII Format with Description Codes.

TASK NO. 5 TOPOGRAPHIC MAP/ SURVEY CONTROL PLAN

We will prepare a topographic map for the entire reach of sidewalk replacement and ramp construction areas. The topographic map shall be prepared in AutoCAD format at 1"=40' scale and shall include 1 foot contours. For areas of striping improvements only a topographic survey will not be performed

A survey control plan shall be prepared and shall show all existing found monumentation, benchmarks, ties and temporary control points. All found monumentation will include descriptions and tie-out information.

The survey control plan will be provided to the City in hard copy (mylar) and digital (AutoCAD and PDF) formats.

Deliverables: Topographic Mapping.



TASK NO. 6 BASE CONSTRUCTION DRAWINGS

We will prepare the base construction drawings on 24" by 36" sheets with the City's standard title block using AutoCAD 2020 software, at a drawing scale of 1"=40'. The base construction drawings will include a plan view based on the accumulated conventional survey data. We will add the sheet north arrow, graphic scale, existing improvements and utilities (based on both assembled records and field data), property lines, public and private right-of-way, easement areas, assessor parcel numbers, street centerline, street names, building locations, water service location; sewer manhole lids and water valve lids; cross gutters; driveways, pedestrian ramps; traffic stripes and legends; curb returns; details of private improvements, fences, gates, irrigation systems, mailboxes, trees and landscaping, and survey data to the drawings. Once the base drawings are complete, we will perform a careful field review to ensure all underground facilities are shown correctly.

Deliverables: Base Construction Drawings in Plan View

TASK NO. 7. COMPOSITE UTILITY PLAN

TKE will prepare a composite utility plan which identifies all existing utilities within the proposed right-of-way and all utilities affected by the proposed street and storm drain improvements and requiring relocation. The plan shall show all above and below ground utilities including all laterals. The utility plan will be for City use in coordinating with utility companies.

For all facilities to be potholed, we propose to verify the horizontal and vertical alignments by locating the facilities. will request that Underground Service Alert (USA) notify USA members to attend a field meeting to review locations to be excavated. We will mark critical utility locations as defined by TKE and approved by City staff in the field.

We will conduct a field meeting to request that utility representatives mark their facilities within specified locations. We will document meeting attendees for future reference.

TKE's subconsultant, *C Below* will excavate each utility. We will measure all utilities that are excavated to record their horizontal and vertical alignments.

Deliverables: Utility Plan

TASK NO. 8 ENVIRONMENTAL COMPLIANCE

TKE will provide assistance to the City's environmental compliance staff for the proposed project. TKE will assist with exhibit preparation and other as needed services for obtaining

the required environmental compliance documents and establishing appropriate mitigation factors.

Deliverables: Environmental Compliance Assistance

TASK NO. 9. GEOTECHNICAL REPORT

TKE's subconsultant, *Aragón Geotechnical, Inc.* (AGI) will prepare one preliminary written report with subsections documenting the limited investigation findings, conclusions, opinions, and construction alternatives for infrastructure and site mass grading. Sample grading specifications will be assembled. Existing Juniper Avenue and Sierra Avenue pavement sections will be compared to City of Fontana standard designs and City-issued traffic indices to arrive at repair or replacement options. Foundation-zone preparation criteria for the Sierra Avenue VCP sewer main will be presented. Recommendations for excavation slopes and trench shoring methods, backfills, concrete mixes, and any special dewatering requirements are expected. Four bound client copies and an electronic PDF file will include appendices with graphical boring logs, summaries of laboratory test standards and our obtained results, and map exhibits depicting our soil boring locations.

- △ Drilling, sampling and logging of necessary borings for evaluation of street structural section. AGI will notify Underground Service Alert and will provide necessary traffic control for the field operations. The borings will be drilled to a depth of at least five feet. The asphalt pavement thickness and base thickness will be noted during the boring operations.
- △ Design of pavement structural section using City provided traffic indices. The pavement will be designed for the larger of the two indices plus one point.
- △ Laboratory testing of representative soil samples to evaluate in-situ moisture content, density tests, max density and optimum tests, sieve analysis, R-value, direct shear tests, consolidation and collapse tests and percolation test of the on-site soils.
- △ Data compilation and geotechnical analysis of existing geotechnical maps, reports, and field and laboratory data to provide recommendations for pavement design. Analysis will include recommendations for new pavement section alternatives, based on the traffic indices and R value testing.
- △ Preparation of a report presenting their findings, conclusions and recommendations pertaining to design, compaction requirements, and subgrade preparation for each street. In addition, the report will provide recommendations for asphalt pavement recycling and other recommendations for rehabilitative repair strategies. The report will include

a scale plan showing locations and identifications of all borings and other geotechnical information.

Deliverables: Preliminary report documenting limited investigation findings, conclusions, opinions, and construction alternatives for infrastructure and site mass grading. Sample grading specifications will be assembled.

TASK NO. 10. 60% DESIGN

60% Design will include preparation geometric roadway improvement exhibits, preliminary construction drawings, preliminary technical specifications, preliminary construction estimates, and completed geotechnical report.

Construction drawings will show proposed street geometrics including locations of proposed asphalt concrete pavement, curb and gutters, sidewalk, ramps, drive approaches, and bike lanes. In addition, preliminary street and sidewalk grades will be prepared to establish project grading requirements. Proposed improvements will be designed in accordance with the City's current street design standards and specifications. The proposed improvements will be designed to minimize removals, grading and earthwork.

For the drawings, we will prepare a title sheet, construction notes sheet, demolition sheets, plan/profile sheets, grading sheets, signing and striping sheets, and necessary detail sheets.

The title sheet shall include the title of the job, a vicinity map showing the City in relationship to surrounding communities, a location map showing the project limits, a list of abbreviations used, benchmark data, general notes, construction notes and quantities, an index for the drawings, list of utilities with phone numbers, and references on the City's standard title block.

The construction note sheet will show general construction notes and project specific requirements.

The demolition sheet will show existing improvement demolition including limits of pavement removal, saw cutting locations and limits and concrete cross gutters and curbs, if required. In addition, the plan will specify relocation of private improvements such as mailboxes fences, drive approaches, etc. as required.

Plan/profile sheets will show proposed improvements at 1"=40' scale including curb and gutter, sidewalk, ramps, driveways, pavement limits, existing utility relocations, water service relocations, and manhole, valve, and vault cover grade adjustments. For the profile portion of the drawings, we will show existing and proposed pavement elevations at centerline

top of curb and centerline with appropriate design data. The construction details will include connections and abandonment details, all at appropriate drawing scales.

The storm drain and sewer sheets will show plan view topographic data, existing improvements and utilities, centerline control, proposed storm drain, manholes, catch basins, laterals and pavement to be replaced as a result of the construction. The profile (at a drawing scale of 1"=40' horizontal and 1"=4' vertical) will show existing ground surface over the proposed pipeline, pipeline flow line, top of pipe, utility crossings, slopes, length of pipe, manholes, catch basins, and special bedding requirements.

The basin sheets will show all required grading, slope protection, Rip-rap, headwalls, wingwalls, spillways, and any other information required for basin and inlet/outlet construction. We will also include all structural calculations required for any applicable reinforced concrete structures that cannot be constructed using standard plans.

The signing and striping sheets will include all required pavement markings, lane stripes and signage in accordance with the MUTCD, California supplement and all other applicable City requirements, for the project limits. The sheets will be prepared at 1"=40' scale and include full geometrical layouts at each intersection.

For the specifications, we will amend the City Standards Technical Provisions as required for the projects. The construction specifications will be prepared in Microsoft Word (2020 Version) format in accordance with City standards.

In addition, we will prepare quantity estimates for all proposed improvements prepared using an excel spreadsheet showing an itemized construction cost breakdown. Descriptions of work, unit prices, and quantities will be included in the spreadsheet.

Deliverables: 60% Design Sheets

TASK NO. 11. COORDINATION WITH AGENCIES UTILITIES/ PERMITTING

After 60% design is complete, plans will be sent to agencies having facilities in the project areas requesting that they verify their facilities are shown correctly and that they furnish any construction requirements they desire. We will highlight each agency's facilities and advise each of potential conflicts and relocation requirements. We will request that they respond within two weeks and we will follow up with telephone calls to confirm all agency requirements have been incorporated. We

will document all conferences with utilities and agencies and copy the City via e-mail.

TKE will prepare permit applications with Caltrans necessary for approval of the project construction. TKE will coordinate with Caltrans to address any comments or concerns and track the permit process throughout approval.

Deliverables: Utility Coordination Matrix/ Permit Application

TASK NO. 12. 60% DESIGN REVIEW MEETINGS

After the City has completed its review, we will meet with City staff to acquire Staff's comments.

Deliverables: Meeting Agenda, Minutes and Final Design Approval

TASK NO. 13. 90% DESIGN

90% design will include incorporation of City comments, final street, storm drain, and sewer design, and signing and striping plans. We will verify that the project will comply with ADA design requirements and that adequate drainage will be achieved. 90% Design will be submitted with a project summary memorandum together with updated project specifications and estimates.

Deliverables: 90% Design Sheets

TASK NO. 14. 90% DESIGN REVIEW MEETINGS

After the City has completed its review, we will meet with City staff to acquire Staff's comments.

Deliverables: Meeting Agenda, Minutes and Final Design Approval

TASK NO. 15. 100% DESIGN

100% design will include incorporation of City comments, final plans, specifications, and estimates, ready for public bidding. Final documents will include mylars and hard copy specifications with signatures and electronic copies of final documents.

100% Design will be submitted with a project summary memorandum together with an updated project schedule, additional stakeholder meeting summary, and internal plan review documentation.

Deliverables: One (1) Full-Size Mylar of 100% Drawings; Hard Copy of Specifications and Estimate, Electronic Files of Final Plans, Specifications and Estimate

TASK NO. 16 FINAL COORDINATION WITH AGENCIES / UTILITIES

After the final drawings are approved by the City, we will again submit them to all agencies/utilities having underground facilities in the project area requesting that they verify their facilities are shown correctly and we will advise them of the project construction schedule and relocation requirements. In addition, we will coordinate final relocation construction prior to project bidding. We will document all meetings and conferences with utilities and agencies.

Deliverables: Utility Coordination Matrix

TASK NO. 17. ASSISTANCE DURING BIDDING

Upon request, TKE shall post final documents to plan rooms and assist the City with responses to requests for information, addendum preparation, and design changes during construction. TKE will review RFI's and RFC's and assist the City with preparing a response as requested. In addition, TKE will perform periodic field reviews, as requested by the City, to review the construction progress and quality of work.

Deliverables: Tabulated Response to RFI's, Addendums, as Necessary

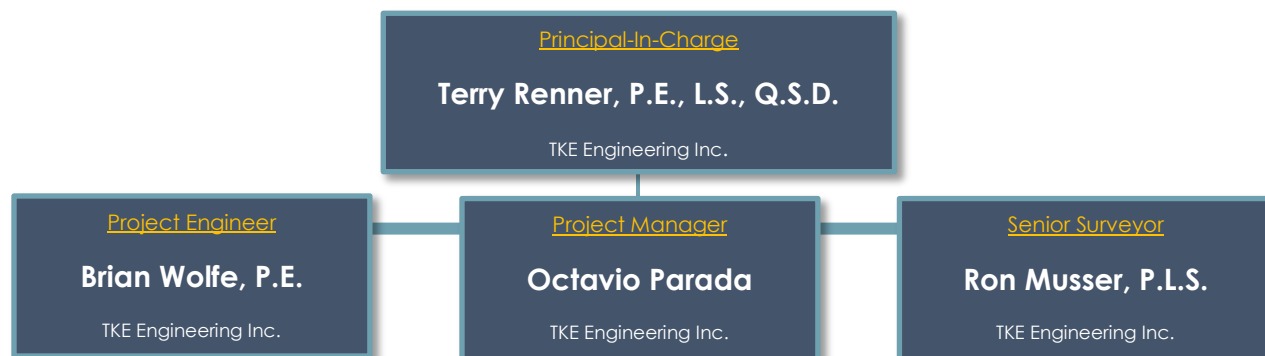
TASK NO. 18. PREPARATION OF AS-BUILT DRAWINGS

Upon receipt of redlined drawings, TKE will prepare a complete set of signed and stamped record drawings, which will reflect the improvements as constructed; any changes made during project construction. Said record drawings will be based on data furnished by the public agencies, the contractor, and the City.

Deliverables: Furnish a Complete Set of Revised Original Record Drawings



4. PROPOSED PROJECT TEAM



SUPPORT TEAM (40+ Members)

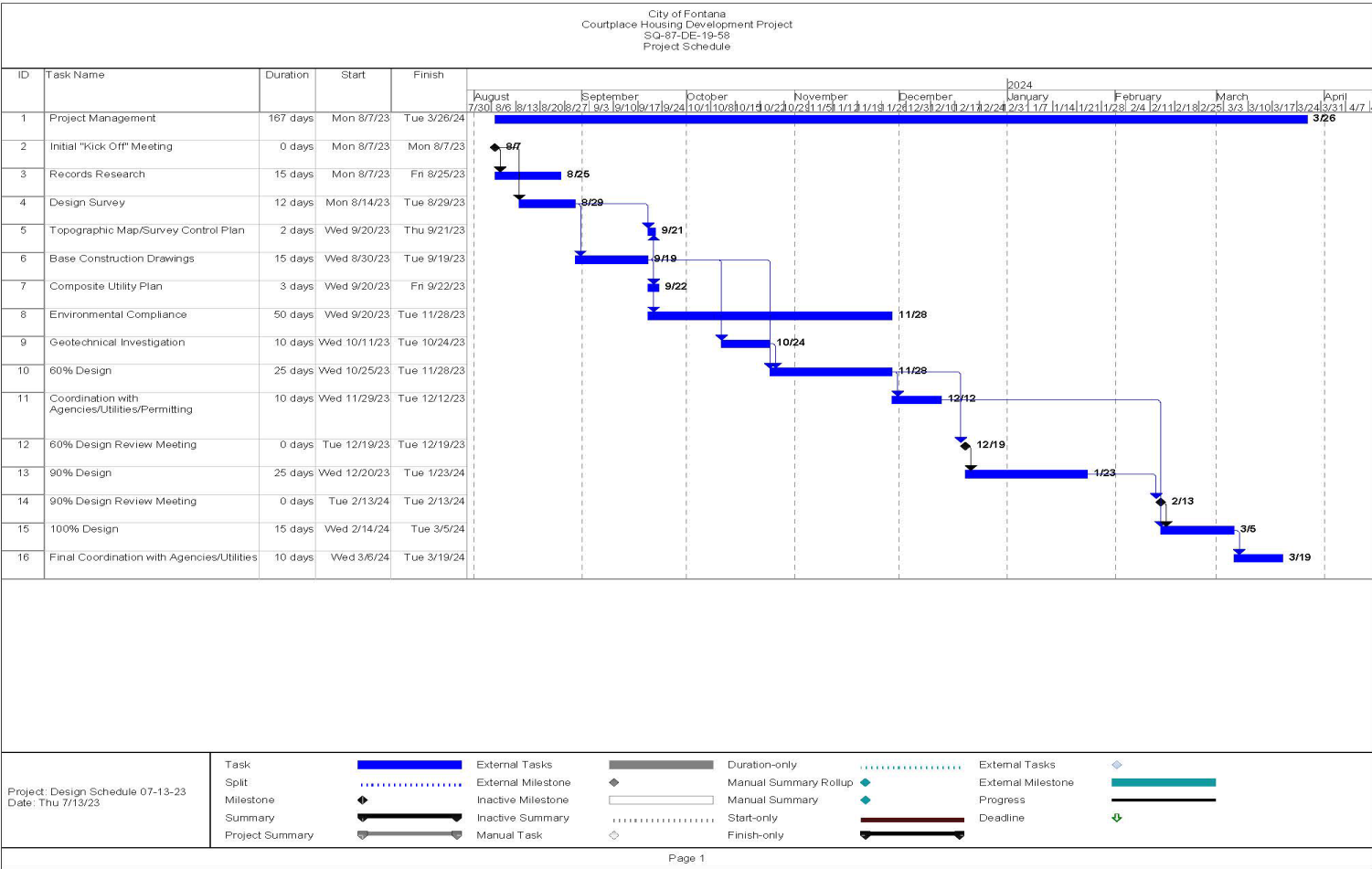
Michael P. Thornton P.E., P.L.S. | *President*
 Steve Ledbetter, P.E. | *Vice President*
 Michelle Arellano, P.E. | *Senior Plan Check Engineer*
 Steve Dukett | *Managing Director Development Services*
 Brett Enscoe | *Survey Party Chief*
 Mycal Batla | *Survey*
 Nelson Blackwell, CPII | *Senior Construction Inspector*
 Jeff Lantosh, CPII | *Senior Construction Inspector*
 Brad Enscoe | *Senior Public Works Inspector*
 Jeffrey Lynn | *Senior Public Works Inspector*
 Michael Counce | *Senior Public Works Inspector*
 Naeem Dulloo | *Senior Public Works Inspector*
 Tyler Ault | *Senior Construction Inspector*
 Patrick Palafox | *Senior Construction Inspector*
 Brian McDuffie | *Senior Public Works Inspector*
 Stephen Biscotti | *Senior Public Works Inspector*
 Tony Tran | *Senior Public Works Inspector*
 Ralph Martinez | *Senior Public Works Inspector*
 Jennifer Cioffi, P.E. | *Project Manager*
 Monae Pugh | *Traffic Engineer Specialist*

Steve Nix, P.E., P.L.S. | *Senior Engineer*
 Justin Schlaefli, P.E., T.E., PTOE | *Traffic Engineer*
 Marvin Lara, E.I.T. | *Associate Engineer*
 Shelby Kelley, E.I.T. | *Associate Engineer*
 Daniel Melero, E.I.T. | *Associate Engineer*
 Chance Renner, EIT | *Associate Engineer*
 Metehan Gumustekin, EIT | *Associate Engineer*
 Travis Bradshaw, EIT | *Associate Engineer*
 Jose Martinez | *Associate Engineer*
 Alex Estepa | *Associate Engineer*
 Jose Hernandez | *Associate Engineer*
 Jayden Renner | *Engineering Technician*
 Emmanuel Perez, E.I.T. | *Engineering Technician*
 Brian Chu | *Assistant Engineer*
 Michelle Sells | *Accounting/Office Manager*
 Deana Vilches | *Clerical*
 Tracey McLoughlin | *Clerical*
 Jeannette Barlow | *Clerical*
 Brittany Simmons | *Proposal Coordinator*
 Genesi Lozano | *Proposal Coordinator*



5 . SCHEDULE

TKE is prepared to commit to the project schedule as outlined below.



6. REFERENCES



CALIMESA CREEK STORM DRAIN

City of Calimesa, CA

Client Contact: Will Kolbow

Phone Number: 909-795-9801

Email: Wkibow@cityofcalimesa.net

Project Cost: \$9.8M

Completion Date: On-Going

RELEVANCE TO FONTANA

- Major Drainage Infrastructure
- Regional Flood Control
- Basin Design
- Connection to County Flood Control
- Extensive Utility Coordination and Permitting
- Hydraulics/Hydrology Modeling

DESCRIPTION

TKE provides pre-project planning, development, preliminary engineering, hydrology, and hydraulics, project grant writing, environmental compliance, state and federal funding coordination. The Calimesa Creek Storm Drain Improvements Project scope of work includes the design of 1,700 linear feet of 78" storm drain pipe, natural low flow drainage creek improvements, and associated inlet/outlet facilities for 100-Year flood conveyance storm drain protection.

SERVICES

Services include pre-project planning, development, preliminary engineering, hydrology and hydraulics, design, project grant writing, environmental compliance, state and federal funding coordination, grant administration, utility relocation coordination, right-of-way acquisition and permitting.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Ron Musser, P.L.S., Steven Ledbetter, P.E., Octavio Parada



SIERRA AVENUE WIDENING PROJECT

City of Fontana, CA

Client Contact: Phil Burum

Phone Number: 909-350-6727

Email: Pburum@fontana.org

Project Cost: \$11.3

Completion Date: Current

RELEVANCE TO FONTANA

- City Experience
- Street Design
- Sewer Design
- Storm Drain Design

DESCRIPTION

The Sierra Avenue widening improvements project is approximately 1 mile of widening for the City's primary north-south arterial street widening the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B undergrounding work. The project also includes right-of-way acquisition for 76 parcels, traffic analysis, review of construction plans, coordination with project design consultants, construction management and construction staking services. TKE represents the City with other agencies, represented engineering with the City's management personnel and other meetings, managed engineering budgets and project schedules.

SERVICES

Services include design, topographic survey, right-of-way engineering and acquisition, roadway safety analysis, preparation of exhibits, cost estimates, utility coordination, construction management, and construction staking.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Ron Musser, P.L.S., Steven Ledbetter, P.E., Octavio Parada, Monae Pugh



WALNUT AVENUE BASIN

City of Hesperia, CA

Client Contact: Nils Bentsen

Phone Number: 760-947-1025

Email: nbentsen@cityofhesperia.us

Project Cost: \$1.1M

Completion Date: December 2022

RELEVANCE TO FONTANA

- Basin Design
- Drainage Analysis
- Hydrology/Hydraulics
- Street Design
- Basin Routing

DESCRIPTION

The H-01 Drainage Corridor project is located in the southeasterly portions of the City of Hesperia. The H-01 drainage corridor is the City's largest area in the drainage tributary containing more than 12,000 acres and conveys flows in excess of 5,000 cfs. The project includes construction of a sediment control basin totaling 13 acre-feet of storage, with inlet and outlet facilities, and berms to allow the sediment to settle. During moderate and larger storm events, flooding and sediment accumulation occurs along the entire drainage corridor; in particular, downstream of the project site, two existing 10' RCP storm drains that cross Main Street were full of sediment, requiring the city to clean out the dual pipes. The proposed Walnut Basin will reduce sediment accumulation, and enhance water quality.

SERVICES

Services include investigate and acquire grant funding, planning, design, topographic survey, hydrology and hydraulic analysis, bidding services, construction administration, State and Federal funding coordination.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Ron Musser, P.L.S., Steven Ledbetter, P.E.



ESCONDIDO RD BASIN

City of Hesperia, CA

Client Contact: Nils Bentsen

Phone Number: 760-947-1025

Email: nbentsen@cityofhesperia.us

Project Cost: \$6.2M

Completion Date: 2021

RELEVANCE TO FONTANA

- Storm Drain Hydrology/Hydraulics
- Master Drainage Planning
- Storm Drain Pipe Sizing
- Basin Routing

DESCRIPTION

TKE provided investigation services and acquired grant funding, planning, design, hydrology and hydraulic analysis, permitting from San Bernardino County Flood Control District, Regional Quality Control Board 401 permit, DSOD for a jurisdictional berm, US Army Corps of Engineers' 404 permit, bidding services, construction administration, State and Federal funding coordination. The project includes a 470-acre foot basin, together with inlet and outlet facilities. The project will enhance flood protection, reduce sediment transport, improve local water supplies and quality, reduce the region's dependence on imported water supplies and simulate economic development.

SERVICES

Services included investigate and acquire grant funding, planning, design, hydrology and hydraulic analysis, permitting from San Bernardino County Flood Control District, Regional Quality Control Board 401 permit, DSOD for a jurisdictional berm, US Army Corps of Engineers' 404 permit, bidding services, construction administration, State and Federal funding coordination.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Ron Musser, P.L.S., Steven Ledbetter, P.E.



Prepared by:



TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA, 92507

City of Fontana

Design Services for Courtplace Housing Development Project (Infrastructure Improvements)

SQ-87-DE-19-58

Fee Schedule Breakdown

Task No.	Task	Principal-In-Charge		Project Manager		Senior Surveyor		Project Engineer		Assistant Engineer/Designer		Clerical		Survey Crew		Subconsultants	Total
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	\$	\$
1.	Project Management	4	\$ 720	16	\$ 2,720		\$ -	24	\$ 3,840		\$ -	8	\$ 720		\$ -		\$ 8,000
2.	Initial "Kick Off" Meeting		\$ -	4	\$ 680		\$ -	8	\$ 1,280	8	\$ 1,120	4	\$ 360		\$ -		\$ 3,440
3.	Records Research		\$ -		\$ -	4	\$ 680	4	\$ 640	16	\$ 2,240	12	\$ 1,080		\$ -		\$ 4,640
4.	Design Surveying		\$ -	2	\$ 340	2	\$ 340		\$ -		\$ -		\$ -	96	\$ 24,000		\$ 24,680
5.	Topographic Map/Survey Control Plan		\$ -	2	\$ 340	4	\$ 680	8	\$ 1,280	16	\$ 2,240		\$ -		\$ -		\$ 4,540
6.	Base Construction Drawings		\$ -	4	\$ 680		\$ -	8	\$ 1,280	100	\$ 14,000		\$ -		\$ -		\$ 15,960
7.	Composite Utility Plan/Utility Pothling ^{2.)}	2	\$ 360	8	\$ 1,360		\$ -	24	\$ 3,840	40	\$ 5,600		\$ -	24	\$ 6,000	\$ 22,033	\$ 39,193
8.	Environmental Compliance		\$ -	4	\$ 680		\$ -	4	\$ 640	4	\$ 560	2	\$ 180		\$ -		\$ 2,060
9.	Geotechnical Report ^{3.)}	2	\$ 360	4	\$ 680		\$ -	8	\$ 1,280		\$ -	4	\$ 360		\$ -	\$ 16,638	\$ 19,318
10.	60% Design ^{4.)}	8	\$ 1,440	40	\$ 6,800		\$ -	64	\$ 10,240	180	\$ 25,200	40	\$ 3,600		\$ -	\$ 14,685	\$ 61,965
11.	Coordination with Agencies/Utilities		\$ -	2	\$ 340		\$ -	4	\$ 640	8	\$ 1,120	4	\$ 360		\$ -		\$ 2,460
12.	60% Design Review Meeting		\$ -	4	\$ 680		\$ -	4	\$ 640		\$ -	2	\$ 180		\$ -		\$ 1,500
13.	90% Design ^{4.)}	4	\$ 720	24	\$ 4,080		\$ -	40	\$ 6,400	120	\$ 16,800	24	\$ 2,160		\$ -	\$ 7,343	\$ 37,503
14.	90% Design Review Meeting		\$ -	4	\$ 680		\$ -	4	\$ 640		\$ -	2	\$ 180		\$ -		\$ 1,500
15.	100 % Design ^{4.)}	2	\$ 360	16	\$ 2,720		\$ -	24	\$ 3,840	64	\$ 8,960	16	\$ 1,440		\$ -	\$ 2,448	\$ 19,768
16.	Final Coordination with Agencies/Utilities		\$ -	2	\$ 340		\$ -	4	\$ 640	8	\$ 1,120	4	\$ 360		\$ -		\$ 2,460
17.	Assistance During Construction		\$ -	8	\$ 1,360		\$ -	16	\$ 2,560	8	\$ 1,120	8	\$ 720		\$ -		\$ 5,760
18.	Perparation of As-Built Drawings		\$ -	2	\$ 340		\$ -	4	\$ 640	16	\$ 2,240	8	\$ 720		\$ -		\$ 3,940
Subtotal:		18	\$ 3,240	130	\$ 22,100	10	\$ 1,700	228	\$ 36,480	588	\$ 82,320	130	\$ 11,700	120	\$ 30,000	\$ 63,146	\$ 258,686
Reimbursables (@3%) ^{1.)} :																\$ 7,761	
Project Total:																\$ 266,446	

Rates:

Principal-In-Charge	\$ 180 /HR
Project Manager	\$ 170 /HR
Senior Surveyor	\$ 170 /HR
Project Engineer	\$ 160 /HR
Assistant Engineer/Designer	\$ 140 /HR
Clerical	\$ 90 /HR
2-Man Survey Crew	\$ 250 /HR

Notes:

- 1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.
2.) Subconsultant Fees for C Below Potholing (10 Potholes)
3.) Subconsultant Fees for Aragon Geotechnical, Inc.
4.) Subconsultant Fees for Knapp and Associates Structural

TKE Engineering, Inc.

Proposal Evaluation Ranking

Project: Engineering Design Services for the Courtplace Housing Development (SQ-87-DE-19-58)

Evaluator	Rater No. 1		Rater No. 2		Rater No. 3		Avg. Rating	(Ranking)
Consultant Firm	Rating	Ranking	Rating	Ranking	Rating	Ranking		
Dan Guerra & Asscoiates	43.75	2	61.25	2	57.5	2	54.17	2
TKE Engineering, Inc.	95	1	78.75	1	91.25	1	88.33	1



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2432

Agenda #: R.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Police Department

SUBJECT:

Police Department Monthly Information Update

RECOMMENDATION:

Accept the Police Department monthly information update for July 2023.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by informing the public about issues, program, and accomplishments.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:

The July 2023 monthly information report has been completed. Once the report is accepted by the City Council it will be featured on the Department website.

FISCAL IMPACT:

There is no fiscal impact.

MOTION:

Approve staff recommendation.

POLICE DEPARTMENT MONTHLY REPORT

July 2023



NOTEWORTHY EVENTS

- Fontana Police Department deployed 71 Police Officers for the July 4th Holiday. 21 citations were issued on the 4th and over 5,000 pounds of illegal fireworks were confiscated and destroyed.
- Fontana Air-Support Unit discovered a small fire in a pallet yard and was able to direct resources to it before it spread.
- Areas 1 and 2 conducted Area Commander Meetings
- Fontana Police Officers and Explorers participated in the Spring Street Market Night.
- Chief Dorsey is seeking volunteers for the Chief's Roundtable Committee.
- Fontana Police seized over 1100 pounds of methamphetamine and 45 kilos of cocaine in two separate narcotic investigations.
- The Fontana Police Foundation and Chief Dorsey presented a \$2000 check to a victim in the community who fell on hard times as a result of being assaulted.
- ICAC arrested numerous individuals for child pornography.
- COPE hosted Playdate with the Police at Don Day Park.



CITYWIDE

- Priority 1 response time- 4:36(Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 11,465
- Total Traffic Accidents- 224
 - Non-Injury- 173, Injury - 51
- Total arrests- 515
 - Hispanic- 359, White- 71 , Black- 71, All others races- 14
- Total Group A Offenses- 757
 - Crimes Against Persons- 171
 - Crimes Against Property- 404
 - Crimes Against Society- 182



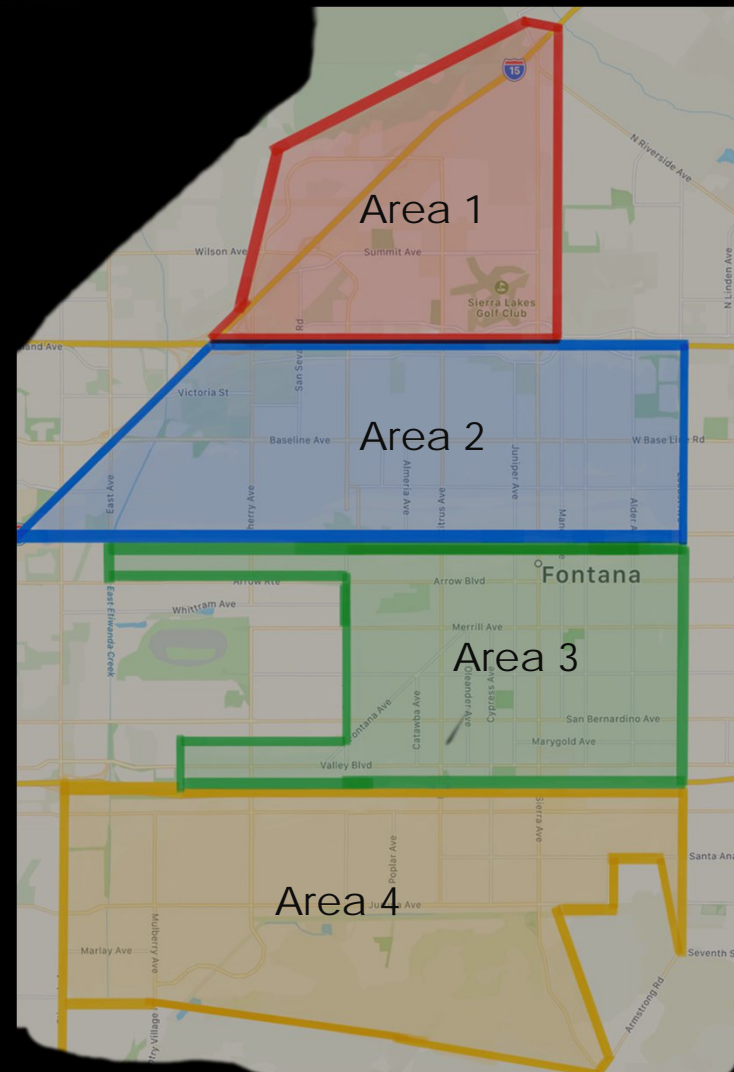
CITYWIDE

- Crimes Against Person- 171
 - Homicide- 0
 - Sex Offenses- 14
 - Assault- 155
 - Kidnapping- 2
 - Other- 0
- Crimes Against Property- 404
 - Robbery- 11
 - Burglary- 24
 - Larceny- 166
 - Destruction of Property- 36
 - Fraud- 35
 - Possession of Stolen Property- 64
 - Motor Vehicle Theft- 54
 - Other Miscellaneous Property Crimes- 14
- Crimes Against Society- 182
 - Drug and Paraphernalia Possession- 140
 - Possession of Child Pornography- 7
 - Possession of Weapons- 34
 - Other Miscellaneous Crimes- 1



CRIMES BY BEAT

- Police Department Beat system is NOT geographically the same as City Council representation Districts
- Beat 1- All area north of 210 Freeway
- Beat 2- All area south of 210 Freeway and north of Foothill
- Beat 3- All area south of Foothill and north of 10 Freeway
- Beat 4- All area south of the 10 Freeway



BEAT 1

AREA COMMANDER IS LIEUTENANT KELLEN GUTHRIE
EMAIL- KGUTHRIE@FONTANA.ORG
DESK- (909) 350-7716

- Total Group A Offenses- 91
- Crimes Against Persons- 17
- Crimes Against Property- 66
- Crimes Against Society- 8



BEAT 2

AREA COMMANDER IS LIEUTENANT MATT KRAUT
EMAIL- MKRAUT@FONTANA.ORG
DESK- (909) 356-7142

- Total Group A Offenses- 148
- Crimes Against Persons- 43
- Crimes Against Property- 88
- Crimes Against Society- 17



BEAT 3

AREA COMMANDER IS LIEUTENANT CHRIS TUSANT
EMAIL – CTUSANT@FONTANA.ORG
DESK – (909) 350-7706

- Total Group A Offenses- 336
- Crimes Against Persons- 79
- Crimes Against Property- 146
- Crimes Against Society- 111



Beat 4

AREA COMMANDER IS LIEUTENANT TRACY DILLS
EMAIL – TDILLS@FONTANA.ORG
DESK – (909) 350-7707

- Total Group A Offenses- 141
- Crimes Against Persons- 31
- Crimes Against Property- 96
- Crimes Against Society- 14





ADDITIONAL USEFUL INFORMATION

- For more information regarding specific geographical crime data, visit www.crimemapping.com and enter your zip code
- Police Department information line- (909) 350-7740
- Police Department Dispatch non-emergency line- (909) 350-7700
- Anonymous crime reporting (909) 356-TIPS to leave a recorded message
- Report Graffiti on City Property- (909) 350-GONE
- Office of the Chief- (909) 350-7702 or mdorsey@fontana.org



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2433

Agenda #: S.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Public Works

SUBJECT:

Authorize the Purchase of a 570N EP Skip Loader from Sonsray Machinery.

RECOMMENDATION:

Authorize the Purchasing Office to use Sourcewell (Contract # 32119-CNH) for the purchase of one (1) Case 570N EP skip loader from Sonsray Machinery in the amount of \$124,243.57.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Practice sound fiscal management by living within our means while investing in the future.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

DISCUSSION:

The Public Works Department (Utilities and Streets Division) is responsible for maintaining a variety of infrastructure needs such as cleaning road edges on City streets, concrete removal, and repair to City sidewalks. The street crew is responsible for the removal of debris from multiple empty lots throughout the City and also assists the sewer crew with the excavation of dirt to access underground sewer pipes. A skip loader is an essential piece of equipment used to perform multiple jobs throughout the City. This unit is replacing the current grader, which no longer meets the standards set by the California Regulatory Entity (CARB). The new skip loader is equipped with a tier 4 carb compliant engine.

The selected 570N EP skip loader is being recommended for purchase after a comprehensive review process by Department staff, Field staff and Fleet. Staff has reviewed specifications from multiple manufacturers and based on the research, the skip loader is capable of keeping up with the demands required by the department. Sonsray equipment can also provide quick parts, service, repairs, and technical support.

Fontana City Code Article V- Purchasing Section 10-152(4) authorizes bidding to be exempt since competitive bidding was already conducted by another agency. Staff is recommending that City Council authorize this purchase between Sonsray Machinery and the City, and to "piggy-back" off

the Sourcewell contract for the skip loader.

FISCAL IMPACT:

The purchase cost is \$124,243.57 and funds have been approved in the current FY 2023/2024 Budget in Account No. 75137306-8319, as part of the FY23/24 vehicle replacement budget.

MOTION:

Approve staff recommendation.



WE MOVE MOUNTAINS

ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON



10062 Live Oak Ave. • Fontana • CA • 92335 TEL: (909) 355-1075

www.SonsrayMachinery.com

Unit # 14497

Ship To: CITY OF FONTANA (CITY HALL)
8353 SIERRA AVE.
FONTANA CA 92335
Invoice To: CITY OF FONTANA (CITY HALL)
8353 SIERRA AVE.
FONTANA CA 92335

Fontana
July 27, 2023
BP0007228

jserpa-0685
909-350-6763
Purchase Order:

Sales Person: Jose Serpa

Attention: Eric Ninemire

EQUIPMENT QUOTE/SALES ORDER

2024 CASE 570N EP	Serial #: TBD / FACTORY ORDER Stock #: TBD - FACTORY ORDER	\$111,775.00
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NEW 2023/2024 CASE SKIP LOADER - 570N EP / DIESEL - 3.4 LTR - 4 CYL/74 HP-TURBO CHARGED / TIER 4 FINAL EMISSION CERTIFIED.
4x4 W/DRIVE-SHAFT GUARD INCLUDED / 12x16.5 FRONT TIRES - LUG TREADS / 19.5x24 10PR STD TREADS / PLUG-IN REAR WEIGHT
CAB - HEAT & AIR W/MECHANICAL SUSPENSION SEAT (CLOTH) / 3" SEAT BELT / TOOL BOX / JUMP START POST / THREE POINT HITCH.
82" LOADER BUCKET - 4x1 STYLE W/EDGES / BATTERY DISCONNECT SWITCH / RIDE CONTROL / COMFORT STEER OPTION.

84" GANNON SCRAPER BOX / DUAL TILT CYLINDERS W/HOLDING VALVE / ONE YEAR - UNLIMITED HRS MANUFACTURER WARRANTY.

Quote Expires 08/30/2023Financing Available on Approved Credit (OAC) ***Quoted Unit Based on Availability***

*****SONSRAY SIGNATURE SERVICE – SEE ATTACHED FLYER FOR COMPLETE INFORMATION*****

EXTENDED WARRANTY - 4 YRS/4000 HRS - PREMIER PKG - FULL MACHINE - ZERO DEDUCTIBLE	\$3,400.00
--	------------

Quoted Price	\$115,175.00
Sales Tax 7.75 %	\$8,662.57
Processing Fee	\$ 399.00
CA Tire Tax	\$ 7.00
Cash Due or Finance Amount	\$124,243.57

**NOTICE TO
PURCHASER**

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____

Print Name _____ Date _____ Accepted By _____ Date _____



Sourcewell (NJPA) - Construction Equipment Contract

Contract Number:	032119 - CNH												
Contract Period:	7-8-19 -thru 5-13-24												
Pricing Revised:	5/12/2023												
Eligible Customers:	All Sourcewell members in United States												
Members Include:	Government Education (K-12 and higher) Non-profit agencies States that have adopted the contract (see below)												
	<table><tr><th>States that have Adopted Sourcewell as their term contract:</th><th>Member #</th></tr><tr><td>New York PC6265</td><td>4652</td></tr><tr><td>Delaware GSS15750-Equip_HD</td><td>38542</td></tr><tr><td>Arkansas 4600046991</td><td>1089</td></tr><tr><td>Washington Master Contract 01020</td><td>888</td></tr><tr><td>Ohio RSC008252</td><td>956</td></tr></table>	States that have Adopted Sourcewell as their term contract:	Member #	New York PC6265	4652	Delaware GSS15750-Equip_HD	38542	Arkansas 4600046991	1089	Washington Master Contract 01020	888	Ohio RSC008252	956
States that have Adopted Sourcewell as their term contract:	Member #												
New York PC6265	4652												
Delaware GSS15750-Equip_HD	38542												
Arkansas 4600046991	1089												
Washington Master Contract 01020	888												
Ohio RSC008252	956												
Member list:	https://www.sourcewell-mn.gov/member-lookup												
Need to Join?	https://sourcewell-mn.gov/												

CONTRACT DETAILS	
Contract Pricing	Specified discount off List Price/MSRP plus freight and setup and local delivery. Also surcharge but this must be placed on a separate line item. These discounts not allowed with wholesale discount.
Multiple Unit Discount	Not applicable.
Third Party Items	Allowed. Third party equipment and/or accessories must be listed on individual line(s) below the contract items.
Trade-In	Allowed. The value is determined by the agency and the local dealer.
Payment	Contact your local Case CE dealer for payment options.



See www.casece.com for product information
SOURCEWELL PRICE LIST DISCOUNTS--Contract 032119 Valid until 05/13/2024
Pricing Revised: **5/12/2023**

FOR USA MARKET ONLY		
PRODUCT / MODEL	PRICE LIST	USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE
TRACTOR LOADER		
570N EP	Current Pricing	28%
TRACTOR LOADER BACKHOE		
575N EP	Current Pricing	37%
580N	Current Pricing	37%
580N EP	Current Pricing	37%
580SN	Current Pricing	37%
580SN WT	Current Pricing	37%
580SV	Current Pricing	37%
590SN	Current Pricing	37%
FORKLIFT		
586H	Current Pricing	30%
588H	Current Pricing	30%
Compact Dozer Loader		
DL550	Current Pricing	25%
CRAWLER DOZER		
650M	Current Pricing	26%
750M	Current Pricing	37%
850M	Current Pricing	37%
1150M	Current Pricing	31%
1650M	Current Pricing	37%
2050M	Current Pricing	31%
COMPACT WHEEL LOADER		
21F	Current Pricing	26%
121F	Current Pricing	31%
221F	Current Pricing	31%
321F	Current Pricing	31%
WHEEL LOADER		
521G	Current Pricing	37%
621G	Current Pricing	37%
721G	Current Pricing	37%
821G	Current Pricing	38%
921G	Current Pricing	38%
1021G	Current Pricing	30%
1121G	Current Pricing	30%

Freight FOB North America plant or import distribution location
CASE CE dealer can add delivery freight and PDI costs.
Dealer quotes should only be valid 30 days to remain price protected



See www.casece.com for product information

SOURCEWELL PRICE LIST DISCOUNTS--Contract 032119 Valid until 05/13/2024

Pricing Revised: **5/12/2023**

FOR USA MARKET ONLY		
PRODUCT / MODEL	PRICE LIST	USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE
COMPACT TRACK LOADER		
TR270	Current Pricing	33%
TR310	Current Pricing	26%
TR340	Current Pricing	26%
TV370	Current Pricing	26%
TV450	Current Pricing	26%
TV620	Current Pricing	26%
COMPACT EXCAVATOR		
CX17C	Current Pricing	25%
CX26C	Current Pricing	25%
CX30C	Current Pricing	25%
CX37C	Current Pricing	25%
CX42D	Current Pricing	25%
CX57C	Current Pricing	25%
CX60C	Current Pricing	25%
EXCAVATOR		
CX75C	Current Pricing	26%
CX80C	Current Pricing	26%
CX130D	Current Pricing	26%
CX140E	Current Pricing	26%
CX145D	Current Pricing	26%
CX160D	Current Pricing	26%
CX170E	Current Pricing	26%
CX190E	Current Pricing	26%
CX220E	Current Pricing	26%
CX245D	Current Pricing	26%
CX260E	Current Pricing	26%
CX290D	Current Pricing	26%
CX300E	Current Pricing	26%
CX350D	Current Pricing	26%
CX365E	Current Pricing	26%
CX490D	Current Pricing	26%
CX500D	Current Pricing	26%
CX750D	Current Pricing	26%
SKID STEER LOADER		
SR160	Current Pricing	24%
SR175	Current Pricing	26%
SV185	Current Pricing	26%
SR210	Current Pricing	26%
SR240	Current Pricing	26%
SR270	Current Pricing	26%
SV280	Current Pricing	27%
SV340	Current Pricing	33%

Freight FOB North America plant or import distribution location

CASE CE dealer can add delivery freight and PDI costs.

Dealer quotes should only be valid 30 days to remain price protected



See www.casece.com for product information

SOURCEWELL PRICE LIST DISCOUNTS--Contract 032119 Valid until 05/13/2024

Pricing Revised: 5/12/2023

FOR USA MARKET ONLY		
PRODUCT / MODEL	PRICE LIST	USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE
MOTOR GRADER		
836C 4WD / AWD	Current Pricing	31%
856C 4WD / AWD	Current Pricing	31%
COMPACTION		
DV23	Current Pricing	25%
DV26	Current Pricing	25%
DV36	Current Pricing	25%
DV45	Current Pricing	25%
DV209	Current Pricing	25%
DV210	Current Pricing	25%
SV207	Current Pricing	25%
SV211	Current Pricing	25%
SV213	Current Pricing	25%
SV215	Current Pricing	25%
SV217	Current Pricing	25%
PT240D	Current Pricing	25%
CNH Parts	Current Pricing	LIST PRICE

Freight FOB North America plant or import distribution location

Cannot be combined with any other retail/whole goods program discounts

Discounts valid for this contract only.

CASE CE dealer can add delivery freight and PDI costs.

Dealer quotes should only be valid 30 days to remain price protected



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2434

Agenda #: T.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Public Works

SUBJECT:

Authorize the Purchase of a Altec AT37G Aerial Truck.

RECOMMENDATION

Authorize the Purchasing Division to use the Sourcwell Cooperative Purchasing Agreement (Contract #110421-ALT) for the purchase of one (1) 2024 Ford F-550 AT37G aerial truck for \$152,203.00, plus sales tax (7.75%) \$11,796.00, CA tire fee \$136.00, and a delivery fee of \$7,102.00 for a total of \$171,237.00.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Practice sound fiscal management by living within our means while investing in the future.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:

The Public Works Department, Parks and Landscape Division is responsible for the maintenance and repair of the city park infrastructures which includes special projects. The aerial truck is an essential piece of equipment needed to maintain ballfield lights, hanging banners throughout the City and repairing scoreboards. The department is requesting to purchase a new vehicle to replace one of the existing trucks.

The selected aerial truck is being recommended for purchase after a comprehensive review process by Department staff, Field staff, and Fleet Services staff. Based upon the research, the truck meets the department needs. The aerial equipment will be mounted on a Ford F-550 chassis.

Fontana City Code Article V- Purchasing Section 10-152(4) authorizes bidding to be exempt since the competitive bidding was already conducted by another agency. Staff is recommending that City Council authorize this purchase between Altec and the City, and to "piggyback" off the Sourcwell Contract for the aerial truck.

FISCAL IMPACT:

Funding in the amount of \$171,237.00 for the purchase of this vehicle has been approved in the FY 2023/2024 budget as part of the Fleet Services capital replacement, in Account No. 75137306.8319.

MOTION:

Approved staff recommendation.

Quoted for: City of Fontana
Customer Contact: Mike Springer
Phone: / **Email:**
Quoted by: Paul Gipson
Phone: / **Email:**
Altec Account Manager: Chris Campbell

REFERENCE ALTEC MODEL		Sourcewell Price
AT37G	Articulating Telescopic Aerial Device (Insulated)	\$161,317

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	FE	POWER EQUIPMENT (Power Locks and Power Windows)	\$1,352
2			
3			
4			
5			
6			
7			
8			
SOURCEWELL OPTIONS TOTAL:			\$162,669

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY		\$0
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS	Ford MY Price Adjustment	\$4,478
8	OTHER	Altec MY Price Adjustment	-\$14,944
OPEN MARKET OPTIONS TOTAL:			-\$10,466

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$152,203
Delivery to Customer: \$7,102
Extended Warranty:
FET:
CA Doc/Admin/Tire Fees: \$136
Estimated Taxes (_7.75_%): \$11,796
TOTAL FOR UNIT/BODY/CHASSIS: \$171,237

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		5-YR TLME Unit Extended Warranty	\$5,786
2			
3			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than **Based on Stock Availability** ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Elizabethtown, KY

Sourcewell_Quote 1468426_City of Fontana_AT37G F550 4x2 TB

**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Except as expressly agreed in the participating addendum or transaction document with the participating entity, all Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all new Equipment, Products, and Services furnished (which does not include equipment or products that are solely financed) are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions for the direct purchase of new equipment or products must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2439

Agenda #: U.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Police Department

SUBJECT:

Approve Crossing Guard Service Agreement between Fontana Unified School District, Etiwanda School District, and the City of Fontana

RECOMMENDATION:

1. Approve Amendment No. 2 of the Crossing Guard Services Agreement with Fontana Unified School District (FUSD), Etiwanda School District (ESD), and the City of Fontana (COF) for a one-year (1) term renewing year three (3) of the contract at the new hourly rate of \$29.50.
2. Approve a recurring appropriation from General Fund #101 to 10140114.8130 to provide for the annual contract increase over the prior year in the amount of \$10,440.00.

COUNCIL GOALS:

- Improve public safety by increasing operational efficiency, visibility and availability.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:

Fontana Unified School District administers the crossing guard services for both the City of Fontana and the Etiwanda School District. The contract provider for these services via Fontana Unified School District is All City Management Services who employs and provides the school crossing guards.

Fontana Unified School District submits invoices to the City and ESD on a quarterly basis for the services rendered in the preceding quarter.

Current pricing is based upon 43,722 billable hours per school year which includes covering 75 locations between the 2 school districts. The new contract price for year three is \$1,289,799.00. Per the contract the City agrees to pay fifty percent (50% not to exceed \$644,899.50) of the cost.

Staff recommends accepting the contract so the school districts can continue to provide crossing guard services to the children in our community that attend FUSD and ESD schools.

FISCAL IMPACT:

Staff is requesting annual recurring funds in the amount of \$10,440.00 be appropriated from General Fund #101 to 10140114.8130 to cover additional crossing guard services.

Appropriate paperwork will be submitted during the First Quarter Budget Review.

MOTION:

Approve staff recommendation.

CROSSING GUARD SERVICES AGREEMENT

AMENDMENT NO. 2

DATED JUNE 22, 2023

BY AND BETWEEN

THE CITY OF FONTANA,

THE FONTANA UNIFIED SCHOOL DISTRICT

AND

THE ETIWANDA SCHOOL DISTRICT

FOR SERVICES PROVIDED BY

ALL CITY MANAGEMENT SERVICES

Original Contract dated: August 1, 2021

Page 1, Paragraph 1(A):

The City of Fontana, Fontana Unified School District and Etiwanda School District agree to extend the term of the agreement for Crossing Guard Services provided by All City Management Services to June 30, 2024.

Attachment – Amendment No. 2 for Crossing Guard Services:

The City of Fontana, Fontana Unified School District and Etiwanda School District agree to pay Contractor for services rendered pursuant to the Agreement at an hourly rate of **Twenty-Nine Dollars and Fifty Cents (\$29.50)** for crossing guard services for the 2023-2024 school year which may include summer school session. It is understood that the cost of providing thirty-nine thousand, nine hundred sixty (39,960) hours plus *three thousand seven hundred sixty-two (3,762) hours for summer school session of services during the contract period shall not exceed One Million, Two Hundred Eighty-Nine Thousand, Seven Hundred Ninety-Nine Dollars (1,289,799.00).

**Services for summer school session applies to Fontana Unified School District only. 2023-2024 Schedule is subject to change and based on District's needs. Crossing guard services for summer school session will be confirmed during the contract period. The District is only responsible for services rendered.*

Etiwanda School district agrees to pay Fontana Unified School District a 5% administration fee on the 50% of their portion of the contract.

CITY OF FONTANA
A municipal corporation

Matthew C. Ballantyne

Michael Dorsey, Chief of Police
Fontana Police Department

FONTANA UNIFIED SCHOOL DISTRICT

Leslie Barnes, Ed.D.
Associate Superintendent, Business Services

ETIWANDA SCHOOL DISTRICT

Board of Trustees

Charlayne Sprague
Superintendent



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2441

Agenda #: V.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Award a Construction Contract for the S. Highland Avenue at Mango Avenue Traffic Signal Project (Bid No. SB-97-DE-23).

RECOMMENDATION:

1. Award bid and authorize the City Manager to execute a construction contract with Alfaro Communications Construction, Inc. for the construction of S. Highland Avenue at Mango Avenue Traffic Signal Project in the amount of \$823,929.64 and authorize a 10% contingency in the amount of \$82,392.96 (Bid No. SB-97-DE-23).
2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the S. Highland Avenue at Mango Avenue Traffic Signal Project.

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

DISCUSSION:

The City determined the need for a new traffic signal at the intersection of S. Highland Avenue at Mango Avenue to aid in circulation and ease congestion. This Project is a component of a comprehensive transportation improvement and traffic management program. The improvements will include reconstructing and installing new Americans with Disabilities Act (ADA) compliant curb ramps, pavement surface, roadway signage, and traffic striping.

On July 20, 2023, at 2:00 p.m. the bids for this contract were opened. A total of eight (8) bids were received ranging from \$823,929.64 to \$1,074,377.00. Alfaro Communications Construction, Inc. is the lowest bidder in the amount of \$823,929.64. The Engineer's estimate was \$1,030,000.00. After reviewing the proposed bid documents, Engineering staff has determined Alfaro Communications Construction, Inc. to be the lowest responsive and responsible bidder.

FISCAL IMPACT:

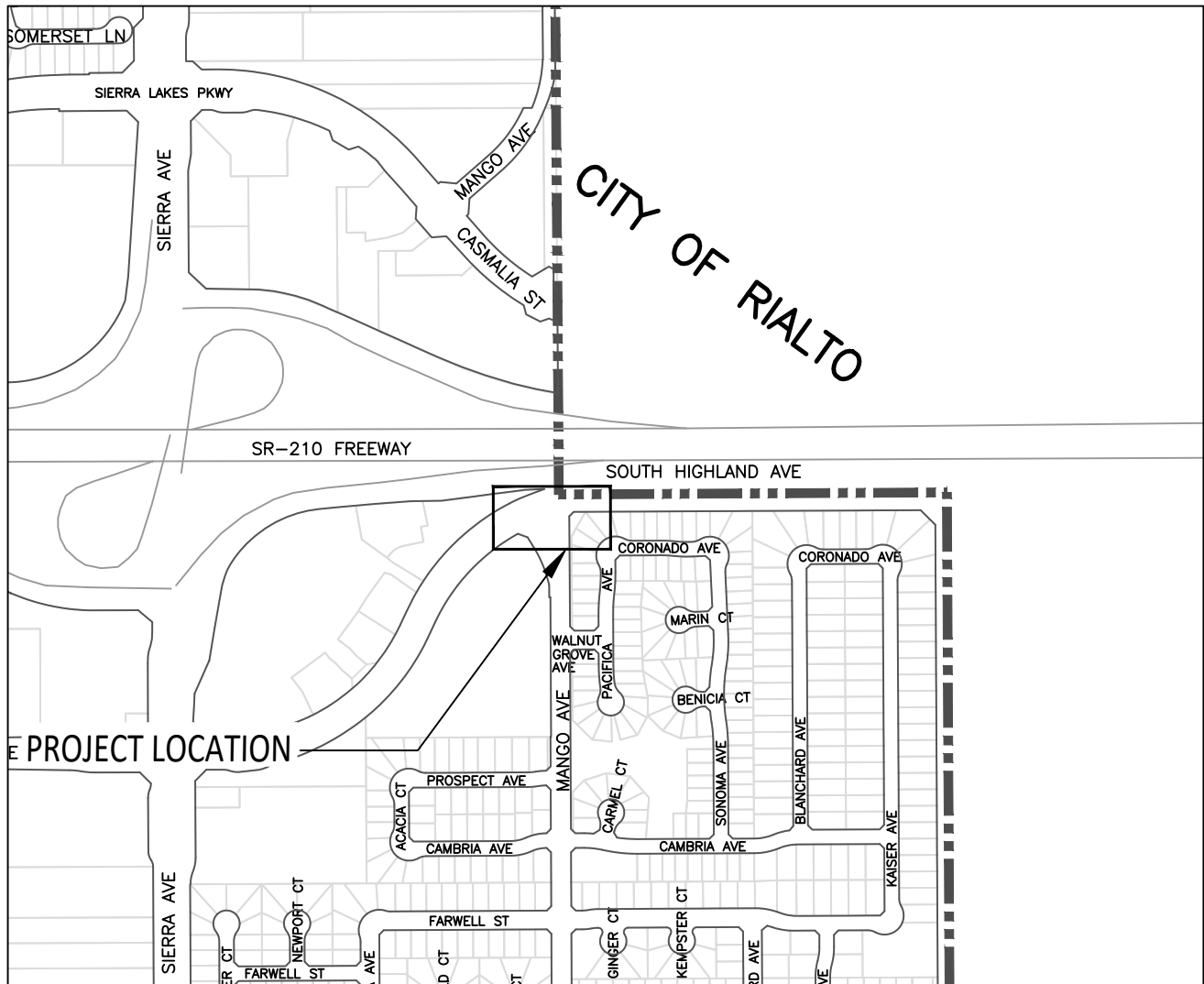
The fiscal impact associated with the approval of this item is \$906,322.60 for the full term of the contract and is included in the 2023-2024 budget in 37603382-246-A-8330.

MOTION:

Approve staff recommendation.

SOUTH HIGHLAND AVENUE AND MANGO AVENUE TRAFFIC SIGNAL PROJECT

SB-97-DE-23



Bid Results
S. Highland Ave at Mango Ave Traffic Signal Project
SB-97-DE-23

1. Alfaro Communications Construction, Inc. Compton, CA	\$823,929.64
2. Crosstown Electrical & Data, Inc. Irwindale, CA	\$974,868.00
3. International Line Builders, Inc. Corona, CA	\$981,994.00
4. DBX, Inc. Temecula, CA	\$993,909.00
5. Select Electric, Inc. Vista, CA	\$999,255.00
6. Elecnor Belco Electric, Inc. Chino, CA	\$1,033,950.00
7. Asplundh Construction, LLC Buena Park, CA	\$1,062,362.00
8. California Professional Engineering, Inc. La Puente, CA	\$1,074,377.00

Bid Results

Bidder Details

Vendor Name	Alfaro Communications Construction,Inc.
Address	15614 S. Atlantic Avenue Compton, California 90221 United States
Respondee	Haidi Daaifi
Respondee Title	Contract Administrator
Phone	310-669-8949
Email	haidi.acci@gmail.com
Vendor Type	CADIR, OSB
License #	912727
CADIR	1000042376

Bid Detail

Bid Format	Electronic
Submitted	07/20/2023 1:11 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	339022

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Proposal.pdf	Proposal.pdf	Proposal Documents
Bid Bond.pdf	Bid Bond.pdf	Bid Bond

Subcontractors

Showing 1 Subcontractor

Name & Address	Desc	License Num	CADIR	Amount	Type
Cat Tracking Inc. 17 Commercial Avenue Riverside, California 92507	Item # 15: Signing,Striping,Pav Markers	991122	1000011750	\$24,850.00	DBE, OSB, WBE

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$823,929.64		
1			Mobilization/Demobilization	LS	1	\$18,798.00	\$18,798.00	Yes	
2			Best Management Practices, Construction Water Control Plan and NPDES per Bid Documents (including during Utility Window)	LS	1	\$4,550.00	\$4,550.00	Yes	
3			Clearing and Grubbing and Miscellaneous Removals; Landscape Restoration	LS	1	\$10,647.00	\$10,647.00	Yes	
4			Remove Existing Sidewalk from Existing Curb Ramp to Adjacent ECR or BCR or Limits Shown	SF	500	\$6.42	\$3,210.00	Yes	
5			Remove Existing Curb and Gutter	LF	85	\$61.64	\$5,239.40	Yes	
6			Remove Existing PCC Curb Ramp Excluding Adjacent Existing Sidewalk	EA	1	\$802.75	\$802.75	Yes	
7			Cold Mill 0.9' Existing AC Pavement Section (AC and/or AB as exists)	SF	5000	\$6.71	\$33,550.00	Yes	
8			Cold Mill Existing AC Pavement 2"	SF	32000	\$1.12	\$35,840.00	Yes	
9			Construct 2" AC Overlay Over 0.38' AC	TON	650	\$195.27	\$126,925.50	Yes	
10			Construct 0.35' CAB over Min 95% Compaction	TON	160	\$127.73	\$20,436.80	Yes	
11			Construct PCC Curb Ramp per City of Fontana STD Plan No. 1004	EA	3	\$7,319.00	\$21,957.00	Yes	
12			Construct 8" AC Dike per City of Fontana STD Plan No. 1007	LF	600	\$31.29	\$18,774.00	Yes	
13			Construct 8" High Curb and Gutter	LF	90	\$141.00	\$12,690.00	Yes	
14			Construct 4" Thick PCC Sidewalk	SF	100	\$14.04	\$1,404.00	Yes	
15			Signing, Striping, Pavement Markers Complete Per Contract Plans	LS	1	\$29,820.00	\$29,820.00	Yes	
16			Traffic Signal Installation Complete Per Contract Plans	LS	1	\$439,781.19	\$439,781.19	Yes	
17			Fiber Optic Interconnect System Complete Per Contract Plans	LS	1	\$19,955.00	\$19,955.00	Yes	
18			Temporary Traffic Control (including during Utility Window)	LS	1	\$16,000.00	\$16,000.00	Yes	
19			Southern California Edison Requirements per Contract Plans	LS	1	\$3,549.00	\$3,549.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	\$823,929.64
Grand Total	\$823,929.64



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2442

Agenda #: W.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Award a Construction Contract for the Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project [Federal ID No. ATPSB1L-5307(029)] (Bid No. DE-24-SB-01).

RECOMMENDATION:

1. Award bid and authorize the City Manager to execute a construction contract with CT&T Concrete Paving, Inc. for the construction of the Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project Federal ID No. ATPSB1L-5307(029), in the amount of \$3,615,087.50 and authorize a 10% contingency in the amount of \$361,508.75 (Bid No. DE-24-SB-01).
2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project, Federal ID No. ATPSB1L-5307(029), (Bid No. DE-24-SB-01).
3. Appropriate \$735,000.00 from Local Measure I Fund No. 246 to the Fontana Safe Routes to School (SRTS) Gap Closure Project No. 0003.

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

DISCUSSION:

On July 14, 2020, the City Council accepted an Active Transportation Program Grant in the amount of \$1,477,000.00 to fund the design and construction of the Safe Routes to School Project within the vicinity of Fontana High School, Truman Middle School, and Cypress Elementary School. The area is largely boarded by San Bernardino Avenue, Catawba Avenue, Valley Boulevard, and Juniper Avenue. The proposed improvements include installation of Americans with Disabilities Act (ADA) compliant sidewalks, curb and gutter, ADA curb ramps, street striping and traffic signs, and bike lanes where needed.

On August 3, 2023, at 2:00 p.m. the bids for this contract were opened. A total of three (3) bids were received ranging from \$3,615,087.50 to \$5,470,236.55. CT&T Concrete Paving, Inc. is the lowest bidder in the amount of \$3,615,087.50. The Engineer's estimate was \$3,100,000.00. After reviewing the proposed bid documents, Engineering staff has determined CT&T Concrete Paving, Inc. to be the lowest responsive and responsible bidder.

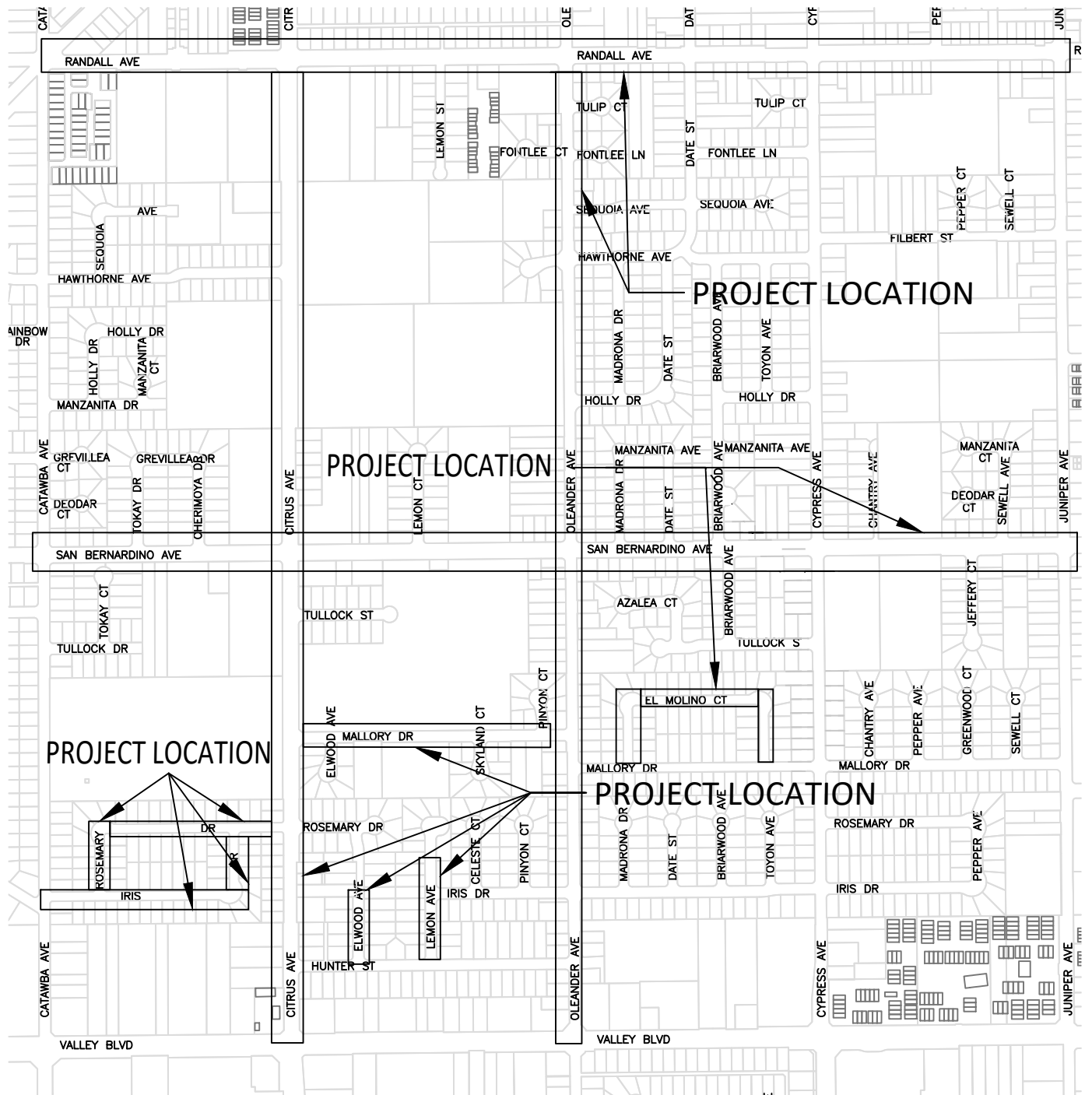
FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$3,976,596.25, for the full term of the construction contract. The available budget is about \$3,434,855. Considering all projected expenses for the project, an additional \$890,000.00 is being requested in 37600003-246-D-8330 and is not included in the FY 2023-2024 budget. The request will be submitted in the next quarterly budget report and will be funded by Local Measure I Fund No. 246. All future costs will be included in subsequent fiscal year budgets.

MOTION:

Approve staff recommendation.

FONTANA SAFE ROUTES TO SCHOOL GAP CLOSURE PROJECT
(ATPSB1L-5307(029))
PN0003



Bid Results
Fontana Safe Routes to School Gap Closure Project
(ATPSB1L-5307(029))
DE-24-SB-01

- | | |
|--|----------------|
| 1. CT&T Concrete Paving, Inc.
Riverside, CA | \$3,615,087.50 |
| 2. Mamco, Inc. dba Alabbasi
Perris, CA | \$4,333,333.00 |
| 3. Nationwide Contracting Services, Inc.
Huntington Beach, CA | \$5,470,236.55 |

Bid Results

Bidder Details

Vendor Name	CT&T Concrete Paving Inc.
Address	324 S. Diamond Bar Blvd. Diamond Bar, California 91765 United States
Respondee	Jose Carvajal
Respondee Title	President
Phone	909-629-8000
Email	jose.cttinc@gmail.com
Vendor Type	CADIR, OSB
License #	875627
CADIR	1000025154

Bid Detail

Bid Format	Electronic
Submitted	08/03/2023 1:52 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	340608

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Fontana SRTS Proposal Documents - CTT.pdf	Fontana SRTS Proposal Documents - CTT.pdf	Proposal Documents
Fontana SRTS Bid Bond - CTT.pdf	Fontana SRTS Bid Bond - CTT.pdf	Bid Bond

Subcontractors

Showing 5 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
California Professional Engineering, 19062 San Jose Ave La Puente, California 91748	Items 39-41, 43	793907	1000377609	\$159,235.00	DBE, OSB
Chrisp Company 2280 S. Lilac Ave. Bloomington, California 92316	Signage & Striping	374600	1000000306	\$267,515.00	CADIR
Elecnor Belco Electric, Inc. 14320 Albers Way Chino, California 91710	Item 44 - Relocate existing vault, fiber conduit, and cables as needed and directed	738518	1000004804	\$29,000.00	
Granstrom Masonry, Inc. 19530 Normandie Ave Torrance, California 90504	Masonry	629489	1000004794	\$70,722.00	
treesmith enterprises 1551 n miller street anaheim, California 92806	Tree Removals	802705	1000001838	\$47,850.00	OSB, WBE, MBE

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section name required							\$3,615,087.50		
1			Mobilization/ Demobilization (including During Utility Window)	LS	1	\$416,000.00	\$416,000.00	Yes	
2			Clearing, Grubbing, and Miscellaneous Removals	LS	1	\$75,000.00	\$75,000.00	Yes	
3			Temporary Traffic Control (including During Utility Window)	LS	1	\$45,000.00	\$45,000.00	Yes	
4			Water Pollution Control Best Management Practices	LS	1	\$10,000.00	\$10,000.00	Yes	
5			Remove and Dispose Existing Trees, Stump, and Roots to 3ft Below Finish Surface	EA	66	\$833.75	\$55,027.50	Yes	
6			Remove Existing and Construct 8" Cross Gutter/Spandrel Over 12" Min. of 95% Compacted Native per City of Fontana Standard Plan No. 403.	SF	5009	\$14.00	\$70,126.00	Yes	
7			Remove Existing and Construct 6" Curb Over 12" Min. of 95% Compacted Native per City of Fontana Standard Plan No. 1000.	LF	11	\$80.00	\$880.00	Yes	
8			Remove Existing and Construct 6" Curb and Gutter Over 12" Min. of 95% Compacted Native per City of Fontana Standard Plan No. 1000.	LF	671	\$60.00	\$40,260.00	Yes	
9			Remove Existing And Construct 8" PCC Residential Driveway Over 12" Min. of 95% Compacted Native per City of Fontana Standard Plan No. 1001. Type As Shown Per Plan.	SF	18931	\$14.25	\$269,766.75	Yes	
10			Remove Existing And Construct Retaining Curb Over 12" Min. of 95% Compacted Native As Shown On Plans.	LF	308	\$62.00	\$19,096.00	Yes	
11			Remove Existing And Construct Curb Ramp Per City Of Fontana Standard Plan No. 1003 Over 12" Min of 95% Compacted Native. Type as Shown per Plan.	EA	21	\$7,250.00	\$152,250.00	Yes	
12			Remove Water Fountain Including Electrical.	LS	1	\$4,000.00	\$4,000.00	Yes	
13			Remove Existing And Construct 4" PCC Sidewalk Over 12" Min. over 95% Compacted Native per City of Fontana Standard Plan No. 1006.	SF	48195	\$11.00	\$530,145.00	Yes	
14			Remove Existing And Construct Curb Ramp Per SPPWC Plan No. 111-5 Over 12" Min. over 95% Compacted Native. Case And Type As Shown Per Plan.	EA	11	\$7,250.00	\$79,750.00	Yes	
15			Remove Existing AC Pavement (12" Deep), Construct 12" Thick Full Depth AC Pavement Over 90% Compacted Native, Minimum 4' Wide.	TON	1452	\$275.00	\$399,300.00	Yes	
16			Remove Existing and Construct 6.5" Min. AC Pavement Over 12" Min. over 95% Compacted Native Subgrade Per City Std. 401.	TON	213	\$250.00	\$53,250.00	Yes	
17			Remove Existing and Construct 4" AC Pavement Over 95% Compacted Native at the Back of Driveway.	TON	102	\$240.00	\$24,480.00	Yes	
18			Remove Existing and Construct 4" PCC Over 95% Compacted Native at The Back of Driveway.	SF	16350	\$13.00	\$212,550.00	Yes	
19			Grind Existing Pavement With 0.20' AC Min.	SF	3300	\$5.00	\$16,500.00	Yes	
20			Overlay Existing Pavement With 0.20' AC Min.	TON	61	\$200.00	\$12,200.00	Yes	
21			Relocate Chain Link Fence Per SPPWC Standard Plan No. 600-4.	LF	1163	\$46.00	\$53,498.00	Yes	
22			Remove and Reinstall Rolling Gate and Track.	EA	43	\$1,092.50	\$46,977.50	Yes	
23			Relocate Existing Fence and Driveway Gate	EA	58	\$1,380.00	\$80,040.00	Yes	
24			Remove Existing and Construct Wall Per SPPWC Standard Plan No. 621-3. Material, Finish, Height and Color Shall Match Existing and as Shown On Plans. Relocate Wrought Iron Fence on Top of the Wall.	LF	121	\$550.00	\$66,550.00	Yes	
25			Adjust Water Cover to Grade.	EA	117	\$250.00	\$29,250.00	Yes	
26			Adjust Fire Hydrant to Grade.	EA	2	\$3,500.00	\$7,000.00	Yes	
27			Adjust Utility Cover to Grade.	EA	2	\$2,500.00	\$5,000.00	Yes	
28			Remove Existing and Reinstall Mailbox as Shown on Plans.	EA	120	\$450.00	\$54,000.00	Yes	
29			Remove Existing and Construct Mailbox as Shown on Plans.	EA	4	\$1,000.00	\$4,000.00	Yes	
30			Remove Existing and Relocate Wrought Iron Fence as Shown on Plans.	LF	319	\$74.75	\$23,845.25	Yes	
31			Remove Existing and Install New Chain Link Fence per SPPWC Standard Plan No. 600-4.	LF	573	\$69.00	\$39,537.00	Yes	
32			Remove Existing and Construct Wall per SPPWC Standard Plan No. 601-5. Material, Finish, Height and Color Shall Match Existing and as Shown on Plans.	LF	100	\$475.00	\$47,500.00	Yes	
33			Relocate Utility Box, Meter, and Irrigation Valve	EA	12	\$1,250.00	\$15,000.00	Yes	
34			Restore Landscaping and Irrigation in Kind	LS	1	\$65,000.00	\$65,000.00	Yes	
35			Remove All Existing Conditions and Construct 8" Curb Over 12" Min. of 95% Compacted Native per City of Fontana Standard Plan No. 1000.	LF	330	\$75.00	\$24,750.00	Yes	
36			Remove All Existing Conditions and Construct 8" Curb and Gutter Over 12" Min. of 95% Compacted Native per City of Fontana Standard Plan No. 1000.	LF	305	\$78.00	\$23,790.00	Yes	
37			Remove All Existing Conditions and Construct Cobble Rock in Kind.	SF	22	\$98.00	\$2,156.00	Yes	
38			Install Utility Box and Cover (Allowance)	EA	100	\$175.00	\$17,500.00	Yes	
39			Traffic Signal - RRFB Including Electrical (Oleander Ave and Sequoia Ave) per Street Lighting Plans and Southern California Edison Drawing No. 1624548_0.01	LS	1	\$43,700.00	\$43,700.00	Yes	
40			Traffic Signal - RRFB Including Electrical (Mallory Dr and Skyland Ct) per Street Lighting Plans and Southern California Edison Drawing NO. 1624757_0.01	LS	1	\$43,700.00	\$43,700.00	Yes	
41			Street Lighting Installation per Construction Street Lighting Plans and Southern California Edison Drawing No. 1625045_01.01	LS	1	\$70,725.00	\$70,725.00	Yes	
42			Signing and Striping as shown on the Plans	LS	1	\$307,642.25	\$307,642.25	Yes	
43			Install Traffic Signal Loops per Caltrans Standard Plans and Traffic Signal Detection Plans	EA	63	\$396.75	\$24,995.25	Yes	
44			Relocate Existing Vault. Relocate All Existing Fiber Conduit and Cables as Needed and as Directed By the Engineer.	LS	1	\$33,350.00	\$33,350.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section name required	\$3,615,087.50
Grand Total	\$3,615,087.50



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2443

Agenda #: X.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Award a Construction Contract for the Alder Middle School Safe Routes to School (SRTS) Project on (Bid No. SB-146-DE-23).

RECOMMENDATION:

1. Award bid and authorize the City Manager to execute a construction contract with All American Asphalt for the construction of the Alder Middle School Safe Routes to School (SRTS) Project in the amount of \$2,639,021.00 and authorize a 10% contingency in the amount of \$263,902.10 (Bid No. SB-146-DE-23).
2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Alder Middle School Safe Routes to School (SRTS) Project (Bid No. SB-146-DE-23).
3. Appropriate \$1,875,783.00 from Local Measure I Fund No. 246 to the Alder Middle School Safe Routes to School (SRTS) Project No. 3367.

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

DISCUSSION:

On October 16, 2017, San Bernardino County Transportation Authority Board of Directors (SBCTA) approved funding from the Transportation Development Act (TDA) Article 3 Grant Funds to the City of Fontana for the Alder Middle School Safe Routes to School Project. The grant request for the Alder Middle School Safe Routes to School Project was approved in the amount of \$250,000. The project will construct missing sidewalk, ramps, and curb and gutter along the east side of Alder Avenue, the south side of Miller Avenue, and west side of Laurel Avenue. This project will close sidewalk gaps for residential communities in the vicinity, linking them to Alder Middle School.

On December 12, 2017, the City Council accepted the Transportation Development Act (TDA) Article 3 Grant Funds Award approved by San Bernardino County Transportation Authority (SBCTA) for the Alder Middle School Safe Routes to School Project in the amount of \$250,000.00 and approved a

Resolution authorizing the submittal of Claim Forms, submission of Reimbursement Request Forms, and designate the City Engineer to certify project completion for the Alder Middle School Safe Routes to School Project related to TDA Article 3 Grant Awards.

On August 3, 2023, at 2:00 p.m. the bids for this contract were opened. A total of three (3) bids were received ranging from \$2,110,186.00 to \$2,779,709.00. After reviewing all submissions, the apparent low bid in the amount of \$2,110,186, submitted by Aneen Construction, Inc., was determined to be non-responsive. Aneen Construction, Inc. notified Purchasing within five (5) working days after the bid opening of a mistake made on their submitted bid. Purchasing reviewed the withdrawal request by Aneen Construction, Inc. and concurred with the withdrawal of the bid. After further review, the second lowest bidder, All American Asphalt, was determined to be the lowest responsive and responsible bidder in the amount of \$2,639,021.00. The Engineer's estimate was \$1,253,908.00. The significant increase in cost is largely attributed to the increase in material costs and labor wage rates of the current economy.

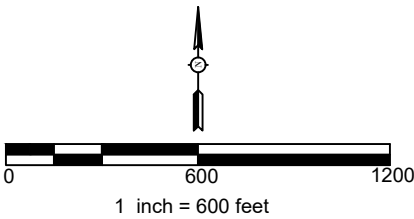
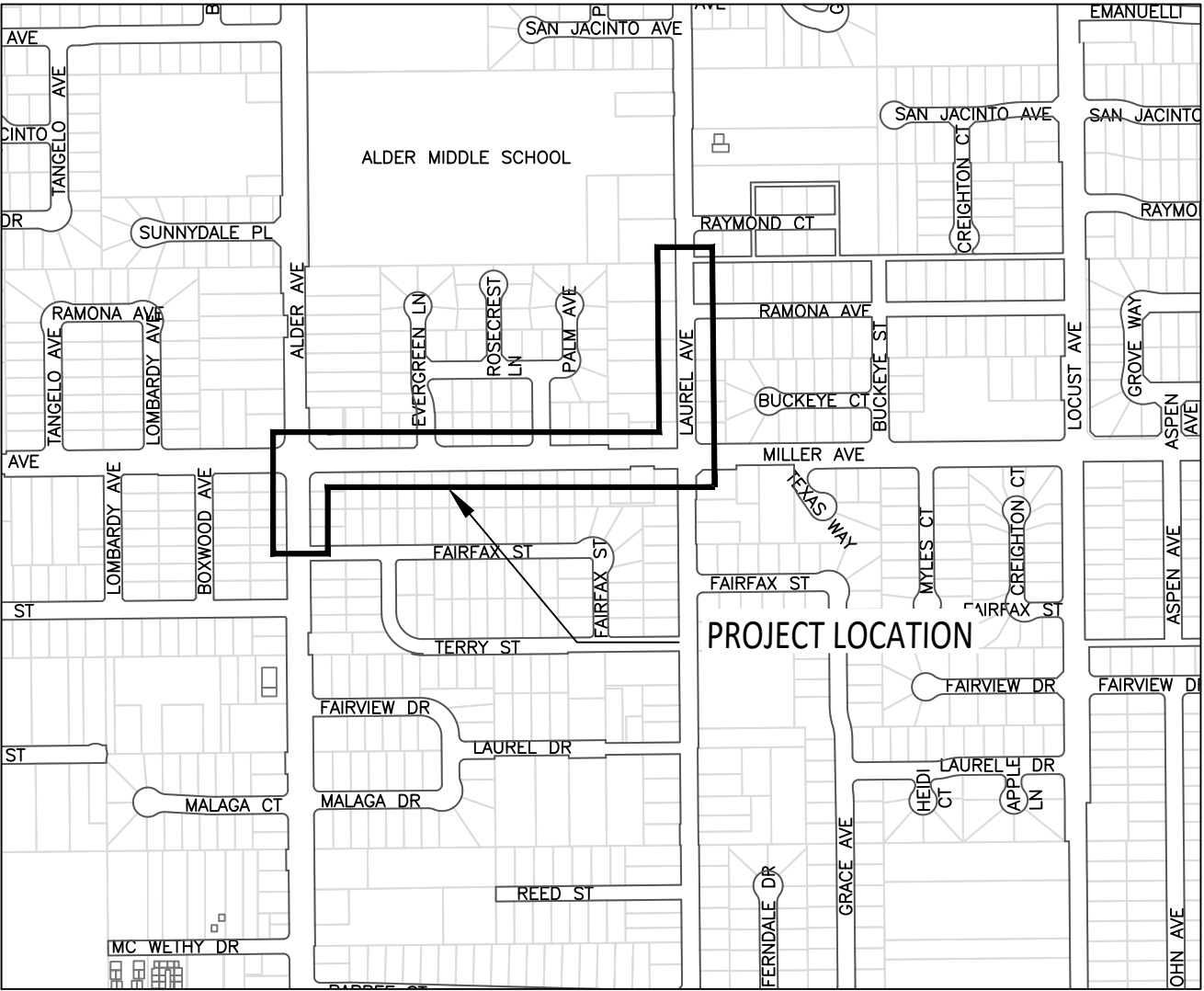
FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$2,902,923.10, for the full term of the construction contract. The available budget is about \$1,524,535. Considering all projected expenses for the project, additional \$1,782,856.00 and \$97,144.00 are being requested in 37603367-246-B-8330 and 37603367-630-A-8330 respectively and are not included in the FY 2023-2024 budget. The request will be submitted in the next quarterly budget report and will be funded by Local Measure I Fund No. 246 and Circulation Mitigation Fund No. 630. All future costs will be included in subsequent fiscal year budgets.

MOTION:

Approve staff recommendation.

ALDER MIDDLE SCHOOL
SAFE ROUTES TO SCHOOL PROJECT
SB-146-DE-23



Bid Results
Alder Middle School Safe Routes to School Project
SB-146-DE-23

- | | |
|--|----------------|
| 1. Aneen Construction, Inc.*
Riverside, CA
<i>*Deemed Non-Responsive</i> | \$2,110,186.00 |
| 2. All American Asphalt
Corona, CA | \$2,639,021.00 |
| 3. Gentry General Engineering, Inc.
Rancho Cucamonga, CA | \$2,779,709.00 |

Bid Results

Bidder Details

Vendor Name	All American Asphalt
Address	400 E. Sixth St. Corona, California 92878-2229 United States
Respondee	AUGUSTINE DE LOS REYES
Respondee Title	PROJECT MANAGER
Phone	951-736-7600
Email	PUBLICWORKS@ALLAMERICANASPHALT.COM
Vendor Type	CADIR
License #	267073
CADIR	1000001051

Bid Detail

Bid Format	Electronic
Submitted	08/03/2023 1:45 PM (PDT)
Delivery Method	
Bid Responsive	Yes
Bid Status	Submitted
Confirmation #	340513

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Alder Middle School Safe Routes to School Projec Bid Proposal.pdf	Alder Middle School Safe Routes to School Projec Bid Proposal.pdf	Proposal Documents
Bid Bond -Fontana.pdf	Bid Bond -Fontana.pdf	Bid Bond

Subcontractors

Showing 6 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Case Land Surveying 614 E. Eckhoff Street Orange, California 92868	SURVEY	5411	1000001533	\$23,800.00	
Cat Tracking Inc. 17 Commercial Avenue Riverside, California 92507	SIGNING, STRIPING & PAVEMENT MARKERS	991122	100001175	\$17,500.00	DBE, OSB, WBE
Elecnor Belco Electric, Inc. 14320 Albers Way Chino, California 91710	ELECTRIC	738518	1000004804	\$188,500.00	
Kato Landscape, Inc. 18182 Bushard Street Fountain Valley, California 92708	LANDSCAPE	806122	1000000086	\$61,500.00	
Rubberized Crackfiller Sealant, Inc. 800 E. Walnut Ave. Fullerton, California 92831	CRACK SEAL	484758	1000010726	\$15,000.00	
treesmith enterprises 1551 n miller street anaheim, California 92806	TREESMITH	802705	1000001838	\$32,195.00	OSB, WBE, MBE

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
General							\$2,639,021.00		
1			Mobilization/Demobilization (including during Utility Window)	LS	1	\$95,000.00	\$95,000.00	Yes	
2			Best Management Practices, Construction Water Control Plan and NPDES per Bid Documents (including during Utility Window)	LS	1	\$10,000.00	\$10,000.00	Yes	
3			Clearing and Grubbing and Miscellaneous Removals; Landscape Restoration	LS	1	\$80,000.00	\$80,000.00	Yes	
4			Signing, Striping, Pavement Markers Complete Per Contract Plans	LS	1	\$20,000.00	\$20,000.00	Yes	
5			Temporary Traffic Control (including during Utility Window)	LS	1	\$105,000.00	\$105,000.00	Yes	
6			Street Light Installation per Contract Plans and Southern California Edison Work Map	LS	1	\$263,000.00	\$263,000.00	Yes	
7			Sawcut and Remove Existing P.C.C. Driveway Approach and Transition	SF	7950	\$8.00	\$63,600.00	Yes	
8			Sawcut and Remove Existing P.C.C. Sidewalk	SF	740	\$10.00	\$7,400.00	Yes	
9			Sawcut and Remove Existing Curb	LF	1600	\$19.50	\$31,200.00	Yes	
10			Sawcut and Remove Existing Curb and Gutter	LF	225	\$37.00	\$8,325.00	Yes	
11			Sawcut and Remove Cross Gutter/Spandrel	SF	110	\$60.00	\$6,600.00	Yes	
12			Sawcut and Remove AC Pavement	SF	22297	\$12.00	\$267,564.00	Yes	
13			Sawcut and Remove AC Driveway Approach and Transition	SF	320	\$40.00	\$12,800.00	Yes	
14			Remove and Dispose Existing Trees, Stump, Cacti, or Bushes and Roots to 3ft Below Finish Surface	EA	47	\$2,123.00	\$99,781.00	Yes	
15			Remove Under Sidewalk Drain	EA	1	\$4,500.00	\$4,500.00	Yes	
16			Remove Block Wall	LF	12	\$720.00	\$8,640.00	Yes	
17			Remove and Replace in Kind Mailbox and Post	EA	32	\$760.00	\$24,320.00	Yes	
18			Remove and Replace In-Kind Chain-Link Fence	LF	1250	\$205.00	\$256,250.00	Yes	
19			Remove Existing Brick, Paver, and/or Hardscape	LS	1	\$8,336.00	\$8,336.00	Yes	
20			Remove and Replace In Kind Wood Fence	LF	65	\$225.00	\$14,625.00	Yes	
21			Remove and Replace In Kind Wrought Iron Gate with Block Pillars	LF	525	\$570.00	\$299,250.00	Yes	
22			Remove and Replace In Kind Wrought Iron Gate	LF	125	\$550.00	\$68,750.00	Yes	
23			Remove and Replace Wrought Iron Fence with Block Pilasters with Lighting and Gate, Electrical to be replaced. Six (6) Hexagonal Bollards to Be Placed in Kind as directed by the Engineer	LS	1	\$65,150.00	\$65,150.00	Yes	
24			Mill AC Pavement 2" in Depth	SF	35500	\$1.20	\$42,600.00	Yes	
25			Construct 8" Curb and Gutter Over 12" Min of 95% Compacted Native Per City of Fontana Standard Plan No. 1000	LF	3150	\$51.00	\$160,650.00	Yes	
26			Construct 5.5" AC OVER 10" CAB per City of Fontana Standard Plan No.1008 (AC ONLY)	TON	775	\$148.00	\$114,700.00	Yes	
27			Construct 5.5" AC OVER 10" CAB per City of Fontana Standard Plan No.1008 (CAB ONLY)	TON	900	\$110.00	\$99,000.00	Yes	
28			Construct 2" AC Overlay	TON	440	\$138.00	\$60,720.00	Yes	
29			Construct 4" Thick P.C.C. Sidewalk Over 12" Min of 95% Compacted Native Per City of Fontana Standard Plan No. 1006	SF	7710	\$10.00	\$77,100.00	Yes	
30			Construct 6-Inch P.C.C. Thick Driveway Transition Over 12-Inch 90% Compacted Native per Section A-A	SF	5440	\$15.00	\$81,600.00	Yes	
31			Construct 6-Inch AC Thick Driveway Transition over 12-Inch 90% Compacted Native per Section A-A	SF	180	\$40.00	\$7,200.00	Yes	
32			Construct 6" Thick P.C.C. Sidewalk Parkway Adjacent Residential Driveway Over 12" Min of 95% Compacted Native per City of Fontana STD. Plan No. 1001	SF	4710	\$14.00	\$65,940.00	Yes	
33			Construct 6" Thick P.C.C. Sidewalk Curb Adjacent Residential Driveway Over 12" Min of 95% Compacted Native per City of Fontana STD. Plan No. 1001	SF	102	\$90.00	\$9,180.00	Yes	
34			Construct Modified Under Sidewalk Drain per City of Fontana STD. Plan No. 3001	EA	1	\$7,840.00	\$7,840.00	Yes	
35			Install 4"-6" Cobble Per City of Fontana Standard Plan No. 5054	LS	1	\$20,500.00	\$20,500.00	Yes	
36			Construct Curb Return Access Ramp per SPPWC Standard Plan 111-4, A-Type 1, and Detail on Sheet 1 of 10	EA	1	\$10,000.00	\$10,000.00	Yes	
37			Construct Modified Curb Return Access Ramp per City of Fontana STD. Plan No. 1003	EA	3	\$9,500.00	\$28,500.00	Yes	
38			Adjust Water Meter Box to Grade	EA	32	\$950.00	\$30,400.00	Yes	
39			Adjust Traffic Signal Pullbox to grade	EA	2	\$1,500.00	\$3,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
General	\$2,639,021.00
Grand Total	\$2,639,021.00



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2450

Agenda #: Y.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Development Services

SUBJECT:

Declaring Surplus Land - Property located at 14355 Foothill Boulevard

RECOMMENDATION:

1. Approve **Resolution No. 2023-096**, declaring that the City-owned property on Foothill Blvd, east of Almond Avenue (Assessor's Parcel Number 0230-051-03) is "Surplus Land" pursuant to the Surplus Land Act, Government Code Section 54220 Et Seq.; and approving the form of Notice of Availability.
2. Authorize the City Manager and/or his designee(s) to take all actions necessary or appropriate to comply with the Surplus Land Act.

COUNCIL GOALS:

- To practice sound fiscal management by living within our means while investing in the future.
- To invest in the city's infrastructure (streets, sewers, parks, etc.) by improving the aesthetics of the community.
- To preserve the local environment for generations to come and to create a healthy economic and environmental future by creating communities and neighborhoods that are attractive, safe, and convenient for walkers and bicyclists.

DISCUSSION:

The City of Fontana acquired this parcel as part of the Foothill Boulevard widening project. (Assessor's Parcel Number 0230-051-03). The parcel, approximately 20,300 square feet, is located on the south side of Foothill Blvd, 300 feet east of Almond Avenue.

The property, due to its size and shape, offers no direct benefit to the city for a specific use and therefore, is no longer necessary for the City's use, and the City intends to complete the Surplus Land Act process. Assuming no interest from affordable housing developers or, if there is interest, failure to come to terms on some form of disposition and development after good-faith negotiations, the City intends to lease or sell the property to an end user with a use compatible with the Foothill Blvd corridor.

By approving the attached Resolution, the City would declare this property as "surplus land," under the Surplus Land Act and Government Code section 54221, and this parcel is no longer necessary

for the City's use.

In order for the City to dispose of this parcel, the City must first go through a public/stakeholder engagement process in accordance with state law and the Surplus Land Act. This process requires the City to transmit (mainly by email) a Notice of Availability - "NOA" (a form of which is attached to the Resolution) to designated entities under state law and allow for a 60-day period during which these entities, including potential affordable housing developers and public entities with jurisdiction over the parcels, may express their interest in negotiating on any of those parcels.

The Surplus Land Act requires this right of first refusal in an effort to mitigate the state's housing supply crisis. The City is also required to engage in "good-faith" property negotiations for at least 90-days on price and terms with any qualifying party that submits a qualified notice of interest. The City also has reporting and compliance obligations to the Department of Housing and Community Development, who can impose penalties based on the ultimate sales price of the parcel, if the Surplus Land Act is not followed prior to disposition.

This action and resolution begin the surplus land disposition process and allows staff to adequately vet any interest by the public, affordable housing developers, and/or other entities designated under the Surplus Land Act.

Upon conclusion of the public engagement process, the City may market the property to the general public.

Approval of the attached resolution will allow the City to commence the Surplus Land Act process, by issuing the NOA to those entities statutorily entitled to receive it. The disposition of these properties will contribute to the City's goals to encourage new development on Foothill Boulevard.

FISCAL IMPACT:

N/A

MOTION:

Approve staff recommendation.

ATTACHMENTS:

1. Resolution
2. Notice of Availability

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, DECLARING THAT THE CITY OWNED PARCEL KNOWN AS 14355 FOOTHILL BOULEVARD (ASSESSOR'S PARCEL NUMBER 0230-051-03-0000) AS "SURPLUS LAND" PURSUANT TO THE SURPLUS LAND ACT, GOVERNMENT CODE SECTION 54220 ET SEQ.; APPROVING FORM OF NOTICE OF AVAILABILITY; AND AUTHORIZING THE CITY MANAGER AND HIS DESIGNEE(S) TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH THE SURPLUS LAND ACT

WHEREAS, The City of Fontana owns a parcel of land (Assessor's Parcel Number 0230-051-03-0000) ("Parcel") that is no longer necessary for the City's use and should be declared as surplus property suitable for disposition; and

WHEREAS, under the California Surplus Land Act ("SLA"), Government Code Section 54220-54233, surplus property is defined as land owned by any local agency that is no longer necessary for the agency's use; and

WHEREAS, effective January 1, 2020, the SLA was amended to require all local agencies to formally declare agency-owned properties as "surplus land" prior to taking action to dispose of such properties and to issue a "Notice of Availability" (NOA) to certain entities statutorily entitled to notice; and

WHEREAS, the declaration of surplus land must be made by the local agency's legislative body at a regular open meeting supported by written findings; and

WHEREAS, the City Council has made findings that the Parcel is no longer necessary for the City's use; and

WHEREAS, the City intends to follow the provisions of the SLA in the disposition of the Parcels and prioritize affordable housing in the disposition of such land to the extent required by law; and

WHEREAS, this declaration of surplus land does not obligate the City to subsequently dispose of the Parcels and is not an action that results in a binding commitment by the City to move forward with the disposition of the property.

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

SECTION 1. The City Council finds and declares that the City-owned Parcel (Assessor's Parcel Number 0230-051-03-0000) is surplus and no longer necessary for the City's use, in accordance with the California Surplus Land Act (Government Code Section 54220 et seq.). The City Council bases this declaration on the following findings:

- The City currently owns the property LOCATED ON Foothill Boulevard, east of Almond Avenue.
- The property is vacant.
- The Parcel is located on Foothill Boulevard, an area that is currently the subject of substantial new and re-development.
- Under-utilization, maintenance and other potential liability issues makes it cost prohibitive to retain ownership of the Parcel.
- City ownership, management, and maintenance of the Parcel will prevent it from being developed into its highest and best use.

SECTION 2. The City Council finds and determines, after independent review and consideration, that the action of declaration of surplus land does not result in a binding commitment by the City to authorize or advance the disposition of the Parcel; will not result in a direct or indirect physical change in the environment; and does not constitute an approval of a project pursuant to CEQA Guidelines Sections 15004 and 15352.

SECTION 3. The City Council approves the form of Notice of Availability attached hereto as Exhibit A and authorizes the City Manager or his designee(s) to take all actions necessary to comply with the SLA, including but not limited to issuing the Notice of Availability for the Parcel to all entities statutorily entitled to receive such notice.

SECTION 4. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and it shall become effective immediately upon its approval.

PASSED, APPROVED AND ADOPTED this 28th day of March 2023.

CITY OF FONTANA:

Acquanetta Warren
Mayor

APPROVED AS TO FORM:

Ruben Duran
City Attorney

ATTEST:

Germaine Key
City Clerk

I, HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of Fontana at a regular meeting thereof held on March 28, 2023, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk

[City Letterhead]

Wednesday, September 13, 2023

To All Interested Parties:

RE: Notice of Availability/Offer to Sell Surplus Property

As required by the Surplus Land Act (Government Code Section 54220 et seq.) (the “Act”) of the State of California, the CITY OF FONTANA (the “City”) is providing notification that the City intends to sell or lease the surplus property listed in the accompanying table.

APN	ADDRESS	SIZE (approx.)	ZONING	GENERAL PLAN DESIGNATION	CURRENT USE
0230-051-03	14355 Foothill Blvd	15,300 SF	FBC	WMXU-1	Vacant Land

The City of Fontana acquired this parcel of land as part of the Foothill Boulevard widening project. APN 0230-051-03 is a vacant parcel consisting of approximately 20,300 square feet. The city envisions development of the property into a use consistent with the current Form Based Code Zoning.

Located on Foothill Boulevard, east of Almond Avenue, the property’s land encompasses approximately 20,300 square feet. The property is located within the Route 66 Gateway District of the Form Based Code with vacant land to the east and west of the subject parcel.

In accordance with Government Code Section 54222, you have sixty (60) days from the date this offer was sent via certified mail or electronic mail to notify the City of your interest in acquiring any or all of the above properties. However, this offer shall not obligate the City to sell the property to you. Instead, if your notice of interest is compliant with the Act, the City would enter into at least ninety (90) days of negotiations with you pursuant to Government Code Section 54223. If no notices of interest are received during the 60-day period or no agreement is reached on sales price and terms, or lease terms, with a submitter of a qualifying notice of interest, the City may market the property to the general public.

As required by Government Code Section 54227, if the City receives more than one letter of interest during this 60-day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level.

In the event your agency or company is interested in purchasing or leasing the properties, you must notify the City in writing within sixty (60) days of the date this notice was sent via certified mail or electronic mail.

Notice of your interest in acquiring any of these properties should be delivered to:

City of Fontana
Matt Ballantyne
City Manager
8353 Sierra Avenue
Fontana, CA 92335

Please direct any/all questions regarding this Notice and/or Letters of Interest to Phillip Burum - at pburum@fontanaca.gov or by calling 909-350-6727.

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234).



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2452

Agenda #: Z.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Development Services

SUBJECT:

Award a Contract for the interior renovation for Stage RED

RECOMMENDATION:

1. Approve and authorize the City Manager to award and execute a contract with the lowest responsible/responsive bidder for the renovation of Stage RED (Bid No. DE-24-25-SB) in an amount not to exceed \$825,000.
2. Authorize the City Manager to execute any and all contract amendments on behalf of the City of Fontana for the renovation of Stage RED.

COUNCIL GOALS:

- To invest in the city's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the city's infrastructure (streets, sewers, parks, etc.) by improving the aesthetics of the community.

DISCUSSION:

The City of Fontana has undertaken an expansive and comprehensive revitalization of Downtown Fontana. The specific geographic area to be targeted includes Upland Avenue to the North, Orange Avenue to the South, Mango Ave to the East and Juniper Ave to the West.

A primary component of this revitalization effort will be creating an entertainment district as a draw for consumers to enjoy as they discover the new downtown area. Stage Red is the keystone to the creation of this new entertainment district for the city.

Specifications for the renovation and reconstruction have been developed in direct consultation with Mr. Hagar and his design development team. Notwithstanding the fact that bids have not yet been completed and reviewed, staff is asking for approval of execution of this contract by the City Manager only if the amount contracted is equal to, or less than the current budget of \$825,000 for the same scope of services.

FISCAL IMPACT:

The cost associated with the approval of this item will not exceed \$825,000 and is included in the FY 2023/24 budget. Costs will be funded by Fund 601 - Capital Reinvestment, project # 37300002 - Center Stage Theater Renovation.

MOTION:

Approve staff recommendation.

ATTACHMENT:

Notice Inviting Sealed Bids



STAGE RED INTERIOR REMODEL

**8463 Sierra Avenue Fontana, CA 92335
DE-24-25-SB**

**SUBMISSION DEADLINE:
SEPTEMBER 18, 2023
2:00 PM**

**BID MUST BE SUBMITTED ELECTRONICALLY
Hard Copies will NOT be accepted as a viable bid.**

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CITY OF FONTANA

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received only by submitting electronically at www.fontanapurchasing.org, for **STAGE RED Interior Remodel DE-24-25-SB** no later than **SEPTEMBER 18, 2023, 2:00 PM**, at which time or thereafter said Bids will be electronically opened and available online. Bids received after this time will not be able to submit electronically. Bids shall be valid for 90 calendar days after the Bid opening date.

DESCRIPTION OF WORK:

The work is described as follows: Demolition, construction of two new Balconies, three New Bars, New Raised Platform, and New Walls, Ceilings, Installation of new Lighting, Flooring, Foodservice Equipment, Audio/Visual Equipment, and Finishes, including all New Structural, Mechanical, Plumbing & Electrical scope. All improvements noted, as identified on the attached construction plans, dated 8.01.23 consisting of 113 pages, prepared by Ideation Group, Inc (“Construction Plans”). Contractor shall be responsible for demolition, construction, and installation of all improvements specifically identified on or implied by Construction Plans, unless specifically noted on the Construction Plans to be performed by others. The City is contracting a company/consultant to provide the furnishings, furniture and lighting required for Stage RED. Please review plans to identify what is the contractor’s responsibility. Refer to attachments for information on the furnishings, fixtures and finishes that will be provided.

Bid must be submitted electronically for the exact item(s) requested in the bid specifications. Copies of plans, specifications, and contract documents are available from the City’s Purchasing website www.fontanapurchasing.org.

An OPTIONAL Pre-Bid jobsite walk will be held at 8463 Sierra Avenue, Fontana, CA on September 31, 2023 PROMPTLY at 1:00 PM. The walk will start at 1:00 PM, beginning with a brief presentation, then will continue with a site walk until 4:00 pm.

Each Bid submitted electronically shall be accompanied by the bid forms, non-collusion declaration, and all additional documentation required by the Instructions to Bidders. The successful Bidder will be required to furnish the City with a Payment (Labor and Materials) Bond equal to 100% of the successful Bid, prior to execution of the Contract. The bond we need to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California. The cost of said bonds shall be included in the Bid amount. Pursuant to Public Contract Code Section 22300, the successful Bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

Each Bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor’s license(s), for the work Bid upon, and must maintain the license(s) throughout the duration of the Contract. **At the time of submitting a bid, the prime contractor and subcontractor shall possess a Class "B" contractor’s license or a Class "C" specialty license sufficient to perform the work.**

Pursuant to Public Contract Code Section 3400(b), if the City should make findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

The City shall award the Contract for the Project to the lowest responsive, responsible Bidder on the basis of the base Bid alone by the City. The City reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bids or in the Bidding process.

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Contract Documents may be obtained from the Purchasing website www.fontanapurchasing.org.

2. EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the Bidding period, and for informing itself with respect to local labor availability, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction by using the online bid system at www.fontanapurchasing.org, NO LATER THAN 7 Days prior to the bid closing date.

Any interpretation of the Contract Documents will be made only by Addenda duly issued electronically to each person registered on the prospective bidder's list. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents and are the responsibility of the Contractor.

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective Bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide City a name and email address to which Addenda may be sent, as well as a telephone number by which

the City can contact the Bidder. Copies of Addenda will be available on the City's Purchasing website www.fontanapurchasing.org. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the City's Purchasing website www.fontanapurchasing.org to verify that he has received all Addenda issued, if any, prior to the Bid opening.

6. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, ELECTRONICALLY OR TYPED IS REQUIRED.** Deviations in the Bid form may result in the Bid being deemed non-responsive.

7. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic Bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

8. DESIGNATION OF SUBCONTRACTORS (Entered Online)

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each Bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Amount. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Amount or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Amount or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

9. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any Bid

INSTRUCTIONS TO BIDDERS

submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

10. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

11. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be submitted electronically.

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their Bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids.

12. DELIVERY AND OPENING OF BIDS

Bids are to be submitted electronically. Electronic Bid System will close exactly at the time set forth in the Notice Inviting Bid. All applicable forms required to be completed per the bid documents, shall be submitted electronically prior to the due date and time. Hard copies will not be accepted as a viable bid. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be available at the date and time stated in the Notice Inviting Bids and the amount of each Bid will be available online and recorded. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Amount and the numerical amount of the Bid Amount, the written amount shall govern.

INSTRUCTIONS TO BIDDERS

13. WITHDRAWAL OF BID

Prior to Bid opening, a Bid may be withdrawn by the Bidder only by using the City's electronic bidding system.

14. BASIS OF AWARD; BALANCED BIDS

The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other Bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular Bid items.

15. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No Bidder shall be allowed to make, submit or be interested in more than one Bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other Bidders submitting a Bid to the City. No person, firm, corporation, or other entity may submit subproposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

16. INSURANCE REQUIREMENTS

The successful Bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

17. AWARD PROCESS

Once all Bids are electronically opened and reviewed to determine the lowest responsive and responsible Bidder, the City will award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Payment (Labor and Materials) Bond; and (2) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification letter to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

18. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City's Purchasing Officer. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the Bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;

INSTRUCTIONS TO BIDDERS

- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the City's Purchasing Officer, or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Officer will provide a written decision to the protestor. The protestor may then appeal the decision of the City Manager.

19. **WORKERS COMPENSATION**

Each Bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

20. **SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

21. **PREVAILING WAGES**

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is also available online at <http://www.dir.ca.gov/dlsr/>.

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

22. **DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code and the Federal "Excluded Parties List System". Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

INSTRUCTIONS TO BIDDERS

23. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond, each in an amount equal to one hundred percent (100%) of the Total Bid Amount and in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City.

24. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

25. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq.*, the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

26. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

INFORMATION REQUIRED OF BIDDER

A. INFORMATION ABOUT BIDDER

BIDDER certifies that the following information is true and correct:

Bidder's Name: _____

Business Address: _____

Telephone: _____ Fax: _____

Email Address: _____

State Contractor's License No. and Class: _____

Original Date Issued: _____ Expiration Date: _____

DIR No.: _____ Expiration Date: _____

What type of work does the Bidder normally perform with its own forces?

Name of Bonding Company and Name and Address of Agent:

BID FORM

TOTAL BID AMOUNT (BASED ON PLANS): The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QTY.
1.	The contractor shall construct the proposed project in accordance with the plans and specifications.	LS	1

\$
Total Bid Amount in Numbers
Total Bid Amount in Written Form
Number of Days to Complete the Project (70 Working Days)

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

1. Upload the Bid Form.
2. Upload the Information Required of Bidder Form.
3. Upload the fully executed Non-Collusion Declaration Form.
4. Upload the completed Contractor's Certificate Regarding Workers' Compensation Form.
5. List Subcontractors online.

I hereby certify under penalty of perjury under the laws of the State of California, which all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____

_____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

(Signature)

(Print Name)

(Title)

NON-COLLUSION DECLARATION

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Fontana (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

(the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any

PAYMENT BOND (LABOR AND MATERIALS)

conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By:

(Signature of Contractor)

(Seal of Surety)

Surety

By:

Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

***Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED.**

PAYMENT BOND (LABOR AND MATERIALS)

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CONTRACT

THIS CONTRACT is made this _____ day of _____, 2023, in the County of San Bernardino, State of California, by and between the City of Fontana, hereinafter called City, and _____, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

STAGE RED INTERIOR REMODEL, DE-24-25-SB

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

- 2.1 The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **seventy (70)** working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

Contract shall use the City's general Project performance schedule shown below as a reference point when developing their project schedule:

- Bid opening date of September 18.
 - Notice to Proceed (NTP) issued by September 28th.
 - Contract will go to City Council for award in September.
 - Construction begins on or before October 15th.
 - Construction completion on or before January 20th.
- 2.2 Contractor shall coordinate the Work with the other work being performed on the Project, in accordance with those schedules as may be issued from time to time during the performance of the Work, and any other scheduling requirements listed in this Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project.
- 2.3 The Contractor shall participate and cooperate with the City in the development of schedules and other efforts to achieve timely completion of the Work providing

CONTRACT

information for the scheduling of the times and sequence of operations required for its Work ("Contractor Schedule") to meet City's overall master project schedule requirements ("Master Schedule"). The Contractor shall continuously monitor the Master Schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other work on the Project, and shall execute the Work in accordance with the requirements of the Master Schedule including any revisions thereto. The Contractor shall notify the City within 48 hours of any slippage in the Contractor Schedule and shall submit a detailed recovery plan to the City for approval within five (5) calendar days of such notice.

- 2.4 Should the progress of the Work or of the Project be delayed disrupted, hindered, obstructed, or interfered with by any fault or neglect or act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to the City or any consultants retained by the City for the Project, including legal fees and disbursements incurred by the City or the consultants retained by the City for the Project, (whether incurred in defending claims arising from such delay or in seeking reimbursement and indemnity from the Contractor and its surety hereunder or otherwise) or any damages or additional costs or expenses for which the City or the consultants retained by the City for the Project, may or shall become liable, the Contractor and its surety shall and does hereby agree to compensate the City or the consultants retained by the City for the Project,, for and indemnify them against all such costs, expenses, damages and liability.
- 2.5 The City, in its sole discretion, may direct the Contractor to work overtime and, if so directed, the Contractor shall work said overtime and, provided that the Contractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents, the City will pay the Contractor for such actual additional wages paid, if any, at the prevailing wage rates plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Contractor.
- 2.6 If, however, the progress of the Work or of the Project is delayed by any fault or neglect or act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers, then the Contractor shall, in addition to all of the other obligations imposed by this Agreement upon the Contractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work and of the Project due to such delay. Should the Contractor fail to make up for the time lost by reason of such delay, the City shall have the right to cause other contractors to work overtime and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost and expense of such overtime and/or such other action shall be borne solely by the Contractor.

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ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$_____). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. PAYMENTS

- 4.1 The City shall make progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.
- 4.2 The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- 4.3 Unless otherwise required by law, the final payment of ten percent (10%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- 4.4 Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising from this Contract.
- 4.5 Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- 4.6 The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

ARTICLE 5. PAYMENTS WITHHELD AND BACKCHARGES In addition to amounts which the City may retain under other provisions of the Contract Documents the City may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the City for claims against Contractor.

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- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.
- l. Legally permitted penalties.

Upon completion of the Contract, the City will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

ARTICLE 6. CHANGES AND EXTRA WORK

- 6.1 The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, in the form attached hereto and incorporated herein as Exhibit "A," and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 6.2 All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 6.3 Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the City requests that proposals be submitted in less than seven (7) Days.

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- 6.4 Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- 6.5 Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.
- 6.6 Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City.
- 6.7 If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the City's estimate of cost. If the change is issued based on the City estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.
- 6.8 Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
- (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the City shall determine the materials cost, at its sole discretion.
- (c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

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(d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

- i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
- ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
- iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
- iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
- v. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five (25%) percent of the Net Cost as defined herein.

6.9 For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.

6.10 For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.

6.11 Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

6.12 Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity

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of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.

6.13 If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a change order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

6.14 No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.

6.15 Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 7. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 8. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Contractor's Bid Forms
Contractor's Certificate Regarding Workers' Compensation
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration form
Contract
Payment (Labor and Materials) Bond
General Conditions
California Building Codes as defined in the General Conditions
Addenda
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

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

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

ARTICLE 9. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 10. INDEMNIFICATION.

10.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City and their respective officials, officers, agents, employees, and representatives ("indemnitees") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages (including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses) or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to tangible property or persons (including wrongful death) arising out of or resulting from the performance of the Work or this Agreement (including claims made by subcontractors for nonpayment), to the extent that the acts, omissions or willful misconduct are attributable to the Contractor or anyone employed directly or indirectly by any of them. Contractor shall defend, at Contractor's own cost, expense and risk, with legal counsel of indemnitee's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City and their respective officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City and their respective officials, officers, agents, employees, and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City and their respective officials, officers, agents, employees, and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

10.2 Nothing contained in the preceding section shall be deemed to obligate the Contractor to indemnify the City or any of the other indemnitees, against liability for damages or any other loss, damage or expense sustained, suffered or incurred on account of death or bodily injury to active persons or injury to property caused by the sole negligence or willful misconduct of the City or any of the other indemnitees set forth above. Therefore, if it is determined by legal proceedings or agreement, that the Contractor has no direct contributory or incidental negligence

CONTRACT

or other obligation to the City or the other indemnitees, and the Contractor is in no way a proper party to a particular claim, then the Contractor shall not be obligated to hold the City or any indemnitees harmless with respect to said claim. However, until such determination is made by legal proceedings or agreement, or if the Contractor is found to have any degree of direct or contributory negligence or if it is determined that the Contractor is in any way or to any degree a proper party to said claim, then the Contractor's obligations under all of the terms and provisions of the preceding section shall remain in full force and effect.

- 10.3 Nothing in this provision, or elsewhere in the Contract Documents, shall be deemed to relieve the Contractor of its duty to defend the City or any indemnitee, as specified under this Article, pending a determination of the respective liabilities of the City or any indemnitee, by legal proceeding or agreement.
- 10.4 In furtherance to, but not in limitation of the indemnity provisions in this Agreement, Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

ARTICLE 11. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available online at <http://www.dir.ca.gov/dlsr> and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF FONTANA

[INSERT CONTRACTOR'S NAME]

By: _____
City Manager

By: _____
[INSERT NAME]
[INSERT TITLE]

Attest:

Attest: ¹

By: _____
City Clerk

By: _____
[INSERT NAME]
[INSERT TITLE]

Approved as to form:

Best Best & Krieger LLP
City Attorney

By: _____
Department Head

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Director of Human Resources/
Risk Management

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Chief Financial Officer

Purchasing Office

¹ Attestation of Contractor's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Contractor's business entity.

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EXHIBIT “A” CHANGE ORDER FORM

TRACKING INFORMATION

Bid/Contract Number:

Change Order Number:

Project Description:

Contractor:

PO Number:

For Housing Authority Only

Property Address:

Owner Name:

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Original Contract Amount

Original Completion Time

\$

Cumulative Contract Amount

Cumulative Completion Time

\$

Current Change Amount (+/-):

Current Days (+/-)

\$

New Contract Amount

New Completion Time

\$

Total % Over Contract:

INITIATING PARTY (Party responsible for initiating the change order request)

☐ City Initiated

☐ Contractor Initiated

☐ Change in Scope

☐ Unforeseen Conditions

☐ Balancing

EXHIBIT “A” - CHANGE ORDER FORM



REASON(S) FOR THE CHANGE ORDER

ADJUSTMENT JUSTIFICATION: Attach complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the *time for performance* of the work of such change order. Contractor's form may be attached)

Detailed Justification (Required):

Execution of this change order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs, and liabilities, in Contract, law or equity, arising out of or related to the subject of the change order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages.

Contractor: _____ Date: _____

CITY OF FONTANA:

Project Manager: _____ Date: _____

Engineering Manager: _____ Date: _____

Department Head: _____ Date: _____
(Required \$25,000 and less)

Deputy City Manager: _____ Date: _____
(Required \$50,000 and less)

City Manager: _____ Date: _____
(Required Over \$50,000)

Review of Analysis:

Purchasing Office: _____ Date: _____

Finance Department: _____ Date: _____

EXHIBIT "A" - CHANGE ORDER FORM

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GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the City.
- b. Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.
- c. Approval means written authorization by the City.
- d. California Building Codes shall mean the following, as such may be modified by the City of Fontana Municipal Code:
 - 2022 California Building Code
 - 2022 California Electrical Code
 - 2022 California Plumbing Code
 - 2022 California Mechanical Code
- e. Contract Documents includes all documents as stated in the Contract.
- f. City and Contractor are those stated in the Contract. The terms City and Owner may be used interchangeably.
- g. Day shall mean calendar day unless otherwise specifically designated.
- h. Engineer shall mean the General Manager, or his or her designee, for the City of Fontana, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "City's Representative" or "Representative" in the Contract Documents.
- i. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or City.
- j. Force Majeure shall mean (i) riots, civil disturbances, insurrection or acts of public enemy, but only occurring at or in the immediate vicinity of the Site or if directly disrupting or delaying the supply chain of materials to the Project; (ii) war if declared by the United States Congress but only if directly disrupting or delaying the supply chain of labor or materials to the Project; (iii) a court administrative or other governmental order directing that the construction of the Project be stopped (except where due to failure to obtain or comply with any authorizations of governmental authorities; (iv) strikes or labor disputes, but only if directly disrupting or delaying the supply chain of labor or materials to the Project and only if not precipitated by Contractor's or a Subcontractor's actual violation of the Union Requirement; (v) casualty at the Site resulting in direct physical damage to the Work not the result, in whole or in part, of the actions or omissions of Contractor or Subcontractors; (vi) acts of terrorism directed at

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the Project or resulting in direct physical damage to the Project or directly disrupting or delaying the supply chain of labor or materials to the Project; (vii) Delays caused, other than by Contractor's negligence or breach of the Contract Documents, by conflicts in the coordination of Contractor's Work with the work of other contractors; (viii) delay in the issuance of permits or approvals by governmental authorities to the extent caused solely by circumstances within the control and responsibility of City; or (viii) Acts of God.

k. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or City is intended, unless stated otherwise.

l. Install means the complete installation of any item, equipment or material.

m. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

n. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

o. Project is The Work planned by City as provided in the Contract Documents.

p. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.

q. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

r. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. The Work shall be done in accordance with the California Building Codes, as defined herein, including all current supplements, Addenda, and revisions thereof which are incorporated herein. In any conflict the contract documents will be interpreted as set forth below.

s. The Work means the entire improvement planned by the City pursuant to the Contract Documents.

t. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

a. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

b. **Interpretations.** The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall

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promptly notify the Purchasing in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders or Work Change Directives
2. Addenda
3. Contract
4. General Conditions
5. Instructions to Bidders
6. Notice Inviting Bids
7. Contractor's Bid Forms
8. California Building Codes
9. Reference Documents

c. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the more stringent requirement and higher standard shall always apply.

d. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. DETAIL DRAWINGS AND INSTRUCTIONS

a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work within a reasonable time from the receipt of such notification.

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c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.

d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 4. SUBSTITUTIONS

a. Pursuant to Public Contract Code Section 3400(b) the City may make a finding that is described in the invitation for Bids that designates certain products, things, or services by specific brand or trade name.

b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the City may have adopted certain uniform standards for certain materials, processes and articles.

c. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.

d. Data required to substantiate requests for substitutions of an "or equal" material, process or article shall include a signed affidavit from the Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

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e. The Contractor shall be responsible for and shall, therefore, bear all costs related to a substituted “or equal” material, process or article for those substitution requests submitted to the Engineer following Contract award if the timelines set forth herein permit the submission of substitution requests after Contract award. Such substitution request costs may include City staff time, independent consultants, any tests or inspections made necessary by the substitution request, in the sole discretion of the City, and the increased cost, if any, of the proposed “or equal” material. If the timeline set forth herein, permits a substitution request to be made prior to Contract award, the City, in its sole discretion, may require the Bidder to submit a deposit or payment for the estimated reasonable costs which may be incurred by the City staff and independent consultants in evaluating the substitution request, as a condition of reviewing the substitution request.

f. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 5. MATERIALS

a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.

e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.

ARTICLE 6. CONTRACTOR’S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the City. Superintendent must be able to proficiently speak, read and write in English. Any change in Project Superintendent must be approved in writing by the City prior to personnel being changed. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 7. WORKERS

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- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- b. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the City.

ARTICLE 8. SUBCONTRACTORS

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.
- b. The City reserves the right to Approve all subcontractors. The City's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 9. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the City.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the City's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

ARTICLE 10. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

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ARTICLE 11. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

ARTICLE 12. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

ARTICLE 13. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 14. FIRE PROTECTION

- a. Contractor is responsible for providing and maintaining fire extinguishers, fire protection, fire watch and other necessary fire protection devices as may be required by the applicable regulatory agencies, the Contract Documents, and/or the City.
- b. Contractor shall provide fire watch and be responsible for all fire prevention in connection with The Work. Open fires will not be permitted on or about the Project site.
- c. The Contractor shall make chemical fire extinguishers available at the location where the Contractor performs any torch cutting or welding operations. Contractor shall provide the Engineer with notice prior to undertaking any torch cutting and welding operations. Contractor, if performing cutting or welding operations, shall undertake all appropriate safety measures including but not limited to a fire watch, fire extinguishers, fire blankets and shall be responsible for any damage caused by its operations.

ARTICLE 15. CLEANING UP

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior

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of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

b. Contractor shall fully clean up those areas of the Site where it has been working at the completion of the Work. If the Contractor fails to immediately clean up as required, the City may do so and the cost of such clean up shall be charged back to the Contractor.

c. Contractor is responsible for its own bulk trash (e.g., boxes, crates, lumber, etc.) removal from the Project Site. Contractor is responsible for the cost of dumpsters generated by its own rubbish and surplus material. The placement of Contractor's dumpster(s) shall be coordinated with, and subject to approval of, the Engineer prior to delivery. The disposal of construction debris within the Project Site will not be permitted.

d. Contractor shall store volatile or hazardous waste materials in properly labeled, covered containers and remove from the Project Site daily. Contractor shall also prevent accumulation of wastes that create hazardous conditions and provide adequate ventilation during use of volatile or noxious substances.

e. Contractor shall provide cleaning materials only as recommended by manufacturer of the surface to be cleaned and shall use cleaning materials only on surfaces as recommended by cleaning material manufacturer and in accordance with instructions.

f. Contractor shall conduct cleaning and disposal operations in accordance with all applicable legal requirements and shall not burn or bury rubbish and waste materials on the Project Site. Contractor shall not dispose of any wastes including mineral spirits, oil, paint, drywall mud, paint thinners, or grout in storm or sanitary drains.

g. Contractor shall be responsible for cleaning up during and after installation of its materials and shall leave areas broom clean or better. Contractor's Work, lunch, and parking areas will be left neat and in an orderly manner on a daily basis. After every work shift, facilities must be cleaned in a manner acceptable to the Engineer.

h. Contractor shall, within twenty-four (24) hours from the request of the Engineer, remove excess debris from the Work and/or Project site or Engineer shall undertake such removal work at the expense of the Contractor.

ARTICLE 16. EXCESSIVE NOISE

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- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 17. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occurs as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid

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damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:

- 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
- 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- 3) Deliver materials to the Project site over a route designated by the Engineer.
- 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
- 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
- 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the City.
- 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
- 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
- 9) At the completion of work each day, leave the Project site in a clean, safe condition.
- 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

- e. Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or

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photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

ARTICLE 18. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 19. AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 20. HOURS OF WORK

- a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed holidays, unless otherwise Approved by the Engineer:
 - 1) Powered Vehicles
 - 2) Construction Equipment
 - 3) Loading and Unloading Vehicles
 - 4) Domestic Power Tool.

ARTICLE 21. PREVAILING RATES OF WAGES

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This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available online at <http://www.dir.ca.gov/dlsr/>.

At the time of submitting a bid, the prime contractor and subcontractor shall possess a Class "B" contractor's license or a Class "C" specialty license sufficient to perform the work.

ARTICLE 22. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

ARTICLE 23. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 24. WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

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ARTICLE 25. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

ARTICLE 26. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these

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General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

ARTICLE 27. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the City. Such insurance shall comply with the provisions of Article 30 below.

ARTICLE 28. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the City. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the City with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the City Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The City, its Director's and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate or Stop Work pursuant to the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and

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the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The City reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

ARTICLE 29. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. Time for Completion/Liquidated Damages. Work shall be commenced within ten (10) days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. Inclement Weather. Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only

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be granted when the Work stopped during inclement weather is on the critical path of the Contractor Schedule.

- c. Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- d. No Damages for Reasonable Delay. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 30. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;
- b. A itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Project Manager, for unit price items listed, if any, in the Bid Form.
- d. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

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Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 31. CITY'S RIGHT TO TERMINATE CONTRACT

a. Termination for Cause: The City may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the City; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the City) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The City may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Project. If the City takes over The Work, the City may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

b. Termination For Convenience: The City may terminate performance of The Work in whole or, in part, if the City determines that a termination is in the City's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the City, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

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- 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the City's Termination for Convenience."
- 7) These provisions are in addition to and not in limitation of any other rights or remedies available to the City.

c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

ARTICLE 32. WARRANTY AND GUARANTEE

a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

c. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

d. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City.

e. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

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f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

- 1) Obtain for City all warranties that would be given in normal commercial practice;
- 2) Require all warranties to be executed, in writing, for the benefit of the City; and
- 3) Enforce all warranties for the benefit of the City, unless otherwise directed in writing by the City.

This Article shall not limit the City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The City specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 33. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 34. INTEGRATION

a. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

b. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire agreement of the City and Contractor.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2453

Agenda #: AA.

Agenda Date: 9/12/2023

Category: Consent Calendar

FROM:

Building & Safety

SUBJECT:

Award of Contracts for Plan Review and Inspection Services For The Building & Safety Department.

RECOMMENDATION:

1. Award bid (BS-24-05-SP) and authorize the City Manager to execute a contract with the top five rated Plan Check/Inspection Consultants for the period of five (5) years.
2. Authorize the City Manager to execute any and all contract amendments on behalf of the City of Fontana for Plan Check/Inspection Services.

COUNCIL GOALS:

- Promote economic development by establishing a quick, consistent development process

DISCUSSION:

The City of Fontana continues to grow and expand through the development of housing, industrial and commercial properties. In order to maintain the City's commitment to excellent customer service, timely plan reviews and next day inspection services, there are times when services from an outside consultant are necessary.

Purchasing Division solicited proposals from 821 vendors for Plan Review and Inspection Services and received proposals from 15 consultants. The proposals were evaluated based upon the ability of the consultant to provide timely and acceptable development services in accordance with the City's specifications as provided in the request for proposals. The top five rated proposals are from the following consultants:

- 4 Leaf Inc
- Willdan
- BPR Consulting
- Interwest Consulting
- Bureau Veritas

The contracted plan review and inspection services will only be utilized as required, on an as-needed basis, to prevent an unacceptable backlog and keep the permit and inspection processes moving smoothly at the sole discretion of the City.

FISCAL IMPACT:

The Fiscal Impact associated with the approval of this item is \$315,000 per year, which is included in the FY 23/24 & 24/25 budgets.

MOTION: Approve staff recommendation.

Plan Review & Inspection Services
BS-24-05-SP
Evaluation Summary

	Firms	Score
1	4 Leaf Inc	93%
2	Willdan	90%
3	BPR Consulting	84%
4	Interwest Consulting	82%
5	Bureau Veritas	81%
6	JAS Pacific	79%
7	CSG Consultants	74%
8	RKA Consulting	66%
9	TRB & Associates	66%
10	J Lee Consulting	64%
11	West Coast Code	63%
12	Builders Protection Group	63%
13	Transtech	61%
14	MDEP	43%

PROPOSAL TO PROVIDE

TO THE

CITY OF FONTANA

PLAN REVIEW AND
INSPECTION
SERVICES



4LEAF, INC.

424 E. VANDERBILT WAY, SUITE A
SAN BERNARDINO, CA 92408

(909) 453-6582

AUGUST 17, 2023

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PROPOSAL TO PROVIDE
PLAN REVIEW AND INSPECTION SERVICES,
RFP BS-24-05-SP
TO THE
CITY OF FONTANA

SECTION A

INTRODUCTION



4LEAF, INC.



SECTION A: INTRODUCTION

City of Fontana
Purchasing Office
8353 Sierra Ave.
Fontana, CA 92335
Attn: Steve McGuffey

August 17, 2023

RE: Proposal to Provide Plan Review and Inspection Services to the City of Fontana.

Dear Mr. McGuffey,

4LEAF, Inc. (4LEAF), a California “C” Corporation, is pleased to present our proposal to provide Plan Review and Inspection Services to the City of Fontana (City). 4LEAF has been providing these services to approximately 400 clients throughout the country for more than 22 years and is looking forward to the opportunity of providing services to the City.

Office Locations

We work with many local municipalities providing the requested services and have a regional office in the City of San Bernardino with the local personnel available to service the City’s project and staffing needs. Additionally, we are providing services to many agencies throughout Southern California and the United States from each of our regional offices; 4LEAF values providing localized and uniquely adjusted services to each of our clients.

San Bernardino

424 E. Vanderbilt Way, Suite A
San Bernardino, CA 92408

Newport Beach

5140 Birch Street, 2nd Floor
Newport Beach, CA 92660

San Diego

402 West Broadway, Suite 400
San Diego, CA 92101

Pleasanton (Headquarters)

2126 Rheem Drive
Pleasanton, CA 94588

Sacramento

8896 North Winding Way
Fair Oaks, CA 95628

Santa Cruz

701 Ocean Street
Santa Cruz, CA 95060

Washington

1201 Pacific Avenue, Suite 600
Tacoma, WA 98402

4LEAF Consulting, LLC

125 E. Reno Ave., Suite 3
Las Vegas, NV 89119

New England

132 Central St. Suite 210
Foxboro, MA

Full-Service Firm

As a full-service firm, 4LEAF can provide departmental services to aid with high project workloads that require additional staff assistance. We provide jurisdictions with Plan Review, Inspection, and more. 4LEAF has the qualified staff available to serve the City with remote, on-site, part-time, or full-time project needs:

- **Plan Review:** 4LEAF is an industry leader in Plan Review services and has a team of Structural Engineers, Accessibility Specialists, and Mechanical/Electrical/Plumbing/Fire Plans Examiners. We provide courier services that guarantee less than 24-hour pickup and delivery of all plan reviews performed off-site, and we also offer electronic and expedited plan review services upon request.
- **Inspection:** We have over 200 inspectors on staff who specialize in Residential, Commercial, Industrial, Energy, Fire, ADA, Solar, and Public Works projects. We have a track record of providing



inspectors as-needed for long- or short-term projects, including one day assignments to cover staff training, sick days, vacation days, or spikes in permit activity.

- **Code Enforcement:** 4LEAF staff have the experience working with property owners and other responsible parties to bring properties and conditions into compliance. Our Code Enforcement team is skilled in using processes including issuing administrative citations to establish whether violations of law exist on a property and ensuring compliance.

Project Team

As your consultant, we understand that our role is to be an advocate on behalf of the City of Fontana and represent the City's best interests. 4LEAF's team will function as an extension of City staff, seamlessly integrating with the personnel and practices established by the City while adding the perspective and expertise that only 4LEAF can offer. We have carefully selected the optimal team to ensure the City receives the highest quality of services. Each member of our management team has a distinct set of project responsibilities, yet the flexibility to adapt to any of the City's current or upcoming needs. 4LEAF supporting staff are specifically chosen for their vast experience, diligent work ethic, and ability to meaningfully contribute to project goals. We provide only the most qualified and robust staff available.

Management Team

Marcus Johnson: PM/Director of SoCal Operations

- Contractual needs

Peter Lim, CBO: Inspection Services Manager

- Inspection staffing

Davison Chanda: Supervising Plan Review Engineer

- Plan Review staffing

Support Staff

Chris Garramone: Senior Building Inspector

Steven Raney: CBO, CASp Senior Building Inspector

Steven Martinez: Building Inspector

Jay Shih PE, CBO Plan Review Engineer

Ali Hekmat, SE, PE: Plans Check Engineer

Jerome Hoberg: Architect

Contact

Project Manager/ Director of SoCal Operations	President	4LEAF Local Office
Marcus Johnson Office: (909) 453-6582 Mobile: (925) 785-3315 Email: MJohnson@4leafinc.com	Kevin J. Duggan Office: (909) 453-6582 Mobile: (925) 250-7602 Email: KDuggan@4leafinc.com	424 E. Vanderbilt, Ste. A San Bernardino, CA 92408 Office: (909) 453-6582 Fax: (925) 462-5958

We appreciate this opportunity to present our qualifications. Should you have any questions, please do not hesitate to reach out using the contact information above.

Respectfully,

Marcus Johnson

Project Manager / Director of Southern California Operations



Methodology

4LEAF, Inc. (4LEAF) is one of California's largest providers of Building Department Services. 4LEAF has more than 300 employees, most of which work within our Building Department Services Division. Our proposal is written to outline 4LEAF's experience and skill providing these services.

4LEAF guarantees:

- Availability for phone calls or meetings to confer with applicant and/or City to review issues.
- Consistent, timely turnaround of projects on schedule as agreed upon between consultant and City.
- Written certification to City at completion of each review indicating plans are approved and in compliance with all applicable codes, standards, and regulations.
- Experienced certified building inspectors for on-call inspection support to supplement City Staff and to accommodate peak demand, or temporary staff replacement.

PLAN REVIEW SERVICES

4LEAF will provide Plan Review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASP) compliance, and all other applicable ordinances. We provide these services for project types including Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

On- and Off-Site Review

4LEAF can supply Registered Professional Engineers to the City to work on-site performing structural plan review and non-structural reviews at the jurisdiction's discretion. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.



QA/AC Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City to each track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City of Fontana with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City of Fontana or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of Fontana processing requirements and return them to the City, along with our letter of completion.



Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. 4LEAF also provides Fire Plan Review services.

Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

***Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.**

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail pickupsocal@4leafinc.com.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.

Project Name	Description	Expedite	Start Date	Due Date	IPC	PCB	Status	Date Returned
660-Sonoma County Fire Recovery	2017 COMPLEX FIRE REC...		10-30-2019	10-30-2019	Y	3	CAN	
660-19-001	9508 Forest Valley Blvd...	Y	05-19-2019	05-22-2019	Y	2	CAN	05-23-2019
660-19-075	91205 Vieward Blvd...	Y	05-25-2019	05-13-2019	Y	1	CAN	05-07-2019
660-19-083	2808 Randy Rd Santa...	Y	05-25-2019	05-13-2019	Y	1	CAN	05-07-2019
660-19-111	4385 Pioneer Hill Rd...	Y	05-25-2019	05-25-2019	Y	1	CAN	05-25-2019
660-19-129	3444 CROCKENBROOK...	Y	05-29-2019	04-12-2019	Y	1	CAN	
660-19-182	9616 Capital Ct Santa...	Y	04-18-2019	04-22-2019	Y	1	CAN	04-21-2019
660-19-184	1471 Markey Rd Santa...	Y	04-15-2019	04-25-2019	Y	1	CAN	04-23-2019
660-19-191	4329 Prosperity Rd San...	Y	04-19-2019	04-24-2019	Y	1	CAN	04-24-2019
660-19-198	4323 Willow Rd Santa...	Y	04-19-2019	05-03-2019	Y	1	CAN	
660-19-208	9616 Capital Ct Santa...	Y	05-19-2019	05-19-2019	Y	2	CAN	
660-19-212	4030 Cottage Cir Santa...	Y	04-27-2019	04-29-2019	Y	3	CAN	04-29-2019



Document Control

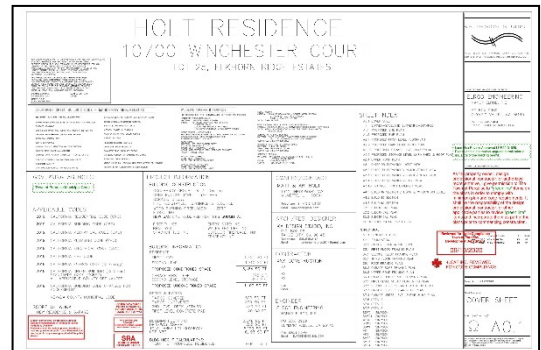
When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.



Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.



4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

Additional Technologies

Having served more than 400 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:





INSPECTION SERVICES

4LEAF has a team of more than 200 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work throughout California who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day**—simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.

Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Next Day

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, Southern California, the Central Valley, Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, and North Bay.



Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the County of Los Angeles, County of San Mateo, County of San Luis Obispo, etc. These projects are developer funded into a separate account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months). Giovanni

GOFORMZ

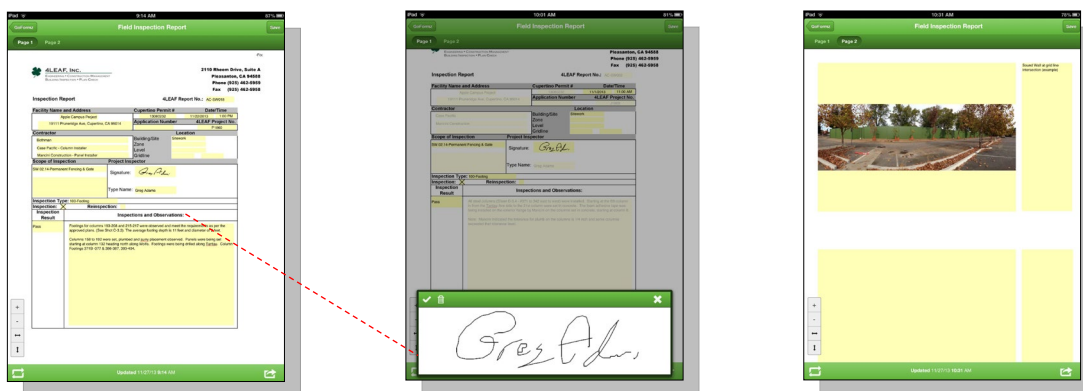
4LEAF will implement the GoFormz software for inspection requests. With licenses owned by the City, 4LEAF's Administration team will prepare inspection requests and inspection results documenting construction activity. In addition, 4LEAF will be able to extract information and provide detailed monthly reports detailing the construction activity. The reports will be detailed to identify contractors, subcontractors, work progress, pictures, and a detailed explanation of the field activities.



GoFormz allows every piece of information collected on a project to be accessible by all staff as every form is stored securely and safely in the Cloud. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data.



The inspector will be able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to the report to show the item inspected. The inspector will also be able to sign the report by hand on the iPad through the mobile signature block and pictures taken from the iPad are stored on the inspection document.





CODE ENFORCEMENT SERVICES

Our Code Enforcement personnel are certified through the **International Code Council, CACEO, and various training programs offered through accredited institutions**. In addition, most of our personnel holds a PC832, ICC Property Maintenance and Housing Inspector, and/or CACEO certification.

4LEAF staff have the experience in working with property owners and other responsible parties to bring properties and/or conditions into compliance with applicable bodies of law. Our team will be able to determine when voluntary compliance is not forthcoming from property owners or responsible parties. 4LEAF staff has experience in investigative practices that aid in substantiating the validity of a complaint-on a property and in turn addressing verified violations through proper due process noticing.



4LEAF Code Enforcement Officers have experience in writing criminal citations and in working with legal counsel to assist in the successful prosecution of Code Enforcement cases either in criminal or civil court when necessary. We focus on nearly every area of Code Enforcement including, but not limited to, the following categories detailed below.

Blight Enforcement

Our team works to identify and enforce state and local laws pertaining to the maintenance of private property. Through field contact with tenants and property owners, our team works efficiently in providing guidance to address blighted conditions such as overgrown weeds, trash, debris, and graffiti.

Business License Enforcement

4LEAF is trained to identify businesses that operate without a required business license, making them non-compliant with municipal code requirements.

Classroom Training with CEUs

You can often find members of 4LEAF training nationally for organizations such as the International Code Council (ICC), American Association of Code Enforcement (AACE), California Association of Code Enforcement Officers (CACEO), and other nationally recognized affiliations of these chapters. 4LEAF's training leads include Cecilia Muela, Pete Roque, Nick Henderson, CBO, and Anthony Mullins. Our instructors are nationally accredited and offer Continuing Education Credits (CEUs).





Our trainers currently cover topics such as:

- 10 Most Common Complaints
- Accessible Parking
- ADU Legislation
- Agency Promotion Community Relations
- Banner and Sign Enforcement
- Basic Ethics
- Basic Ethics and Inspections
- Basic Ethics, Authority, and Inspections
- Basic Inspection Protocol
- Basic Report Writing
- Basic Residential Construction
- Blueprint Reading
- Building And Safety Presentation
- Building Blocks for Code Enforcement Officer Success
- Building Code
- Building Inspections and Code Enforcement – A Powerful Duo
- Case Documentation
- Case Management from Start to Finish
- Code Enforcement 101
- Code Enforcement Culture
- Courtroom Testimony and Demeanor
- Dealing With Difficult People
- Effective Communications – Bridging the Gap with External and Internal Customers
- Ensuring Short-Term Rental Reg. Compliance
- Essentials for Short-Term Rental Enforcement
- Establishing Code Enforcement Culture
- Ethics
- Hoarding
- Individual Awareness and Preparation
- Inspection Protocol
- Interior Inspections
- Intermediate Communications
- Interview And Interrogation
- Interview And Report Writing
- Investigative Report Writing
- IPMC 2021 or 2018 Exam Prep
- IPMC 2021 Overview
- Landlord Tenant Disputes
- Legal Aspects
- Marketing Your Code Enforcement
- Mobile Vending
- Mold, Lead, Asbestos, & Vectors Enforcement
- Multi-Agency Task Forces
- Officer Safety – Drug Awareness for the Code Enforcement Officer
- Officer Safety – Encountering Mental Illness in the field of Code Enforcement (Self-Care)
- Officer Safety – Field Inspection Protocols for the Code Enforcement Officer
- Officer Safety – Gang Awareness for the Code Enforcement Officer
- Officer Safety – Hazardous Building Safety for the Code Enforcement Officer
- Planning And Zoning Basics
- Property Maintenance
- Public Nuisance Abatement
- Public Outreach Changing Public Perception
- Rental Property
- Report Writing Revised
- Right Of Entry and Inspection Warrants
- RRP Code Enforcement
- Safe And Proper Procedures on Contacts
- Simplifying Your Presentation
- Spanish Communication
- Substandard Housing
- Task Forces
- Teamwork And Task Forces
- Topics
- Vector Control
- Vehicle Abatement
- Vendor Enforcement
- West Nile Virus



Community Outreach

4LEAF will review current outreach and engagement initiatives and make appropriate recommendations to the City. Items typically reviewed include:

- Opportunities for involvement in community events
- Creation of pamphlets and marketing material
- ✚ Social media engagement
- News media outlets
- Municipal Code Enforcement web page
- Review of frequently asked questions



Department Assessments

4LEAF is working with many Community Development Departments to provide assessments of their code units reviewing closely staffing levels, Standard Operating Procedures (including branding/rebranding, target issues, prioritization of existing Code Enforcement cases, community engagement strategies, written materials such as compliance notices, postings and door hangers, data entry, inspection response time management, and training programs. Additionally, 4LEAF provides in-house assessments and regular meetings with directors and municipal stakeholders for plan implementation and execution.

Hearing Officers

4LEAF has Hearing Officers available for contracted municipalities. Our seasoned officers are trained to understand the existing Municipal Code as well as other adopted codes and make a knowledgeable determination regarding the validity of a violation. Results may include the issuance of fines or granting additional time for compliance for respondents with unusual hardships.

Inspections

4LEAF can provide certified and qualified staff to perform inspections in a lawful manner that respects the reasonable expectations of privacy and security of residents and their properties. Inspections conducted will determine if conditions on the properties are compliant with applicable sections of the current editions of the International Property Maintenance Code (IPMC), Municipal Code, Zoning Code, California Health and Safety Codes, Uniform Housing Code, Uniform Code for the Abatement of Dangerous Building, CA Residential Code, CA Building Code, and trade codes. Upon assignment, 4LEAF's Code Enforcement staff will be ready to respond and provide compliance solutions to code cases, new and existing, with minimal impact to current processes.



4LEAF Code Enforcement Inspectors are qualified to do the following:

- Perform inspections for violations of Building Codes and Ordinances as adopted by the municipality.
- Research properties for prior approvals, permits, and general information relating to violations.
- Investigate and take necessary action when a violation of municipal codes exists
- Consult with the City Council as required, when requested by the Code Enforcement Manager/Director, and when escalated enforcement may be required.



- Comply with the City's procedures for reporting inspection results and deficiencies.
- Use City inspection correction forms.
- Complete necessary digital entries that capture site inspection results, case status communications and any documentation of notices provided to responsible parties and stakeholders.
- Conduct follow-up inspections as needed.
- Notify the responsible parties of other agency approvals prior to closing a Code Enforcement action.
- Maintain records as needed for the efficient and effective operation of the City.
- Meet with members of the general public and municipal staff on a daily basis as needed.

Lead Abatement

Although lead-based legislation has been around since the 1950s, nationwide regulation was not enforced until 1971 with the introduced of the Lead-Based Paint Poisoning Prevention Act (LBPAPA), which prohibited the use of lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. In 1973, an amendment to the LBPAPA stated that lead-based paint should be removed from pre-1950 housing and structures. Our Code Enforcement team follows the requirements set forth by the State of California to ensure proper lead safe practices are taking place in removal of lead-based paint to protect citizens from exposure.



Additionally, our team participated at the National Healthy Homes Conference in 2022 in Baltimore, MD, where we spoke on the importance of Code Enforcement for Lead Paint Abatement Programs to safeguard communities.

Massage Parlor Enforcement

This scope can often be utilized for undercover stings with partnering agencies for businesses that not only violate criminal laws but also building code violations, licensing requirements, and potential massage parlor ordinances in the City. Early detection is vital in these cases and steps include background checks and other reasonable means of identification and clearances. Our team has championed programs specializing in identifying and mitigating illegal actions in massage parlors.

Parking Enforcement

4LEAF has the capabilities of providing parking enforcement. This includes:

- Enforcement of state and municipal parking regulations.
- Removal of abandoned and nuisance vehicles from the public right-of-way.
- Issuance of parking citations and review of contested citations.

Policy Review

4LEAF shall review and read current policies and procedures and define policy clearly to set the tone for your municipality's Code Enforcement Program. A clear policy communicates defined expectations to stakeholders whether it's how they handle complaints, how Code Enforcement Officers conduct compliance reviews, or any



other aspect that the municipality needs to have communicated and consistently followed. 4LEAF will develop a well-defined user-friendly format.

Program Analysis

4LEAF understands that Code Enforcement is an essential part of a community's public health and safety, providing a regulatory mechanism to ensure the public's overall wellbeing. Addressing the community's concerns in a timely and efficient manner is paramount to a successful Code Enforcement Program. 4LEAF personnel will perform the following:

- Conduct investigative inspections of unpermitted activities.
- Create standard operating procedures, if required.
- Conduct review of all administrative/misdemeanor citations.
- Provide guidance for resolution of high case load along commercial corridors.
- Assist with complex code enforcement cases.
- Provide guidance for resolution of existing cases.
- Provide in-house and/or field training of traditional Code Enforcement protocols.
- Create an outreach plan to address and deter unpermitted vending/commercial corridor violations.

Program Development

4LEAF project managers have the experience in working collaboratively with clients to further develop and enhance their Code Enforcement Program when requested. Our project managers are currently working with local jurisdictions to revise and strengthen Code Enforcement Programs to gain voluntary compliance, provide resident education, and effectively communicate with the public. 4LEAF staff takes an approach in recommending, implementing, and executing program assessments, creation of policies and procedures, creation of training manuals for new hires, providing educational materials for the public, providing staff with up-to-date training, teaching current Code Enforcement staff options for compliance using adopted ordinances, and providing recommendations to cases that may require specialized expertise that may be sensitive in nature. 4LEAF staff also has designated staff tracking recent legislation to ensure the municipality follows state regulations and clients are aware of upcoming legislation that may affect their Code Enforcement Program.

Project-Specific Assignments

Our Code Enforcement Directors are often brought on board by municipalities to provide consulting for long-standing cases that need a fresh set of eyes and assessment. The Code Enforcement team at 4LEAF will lend their considerable expertise in bringing those difficult cases into compliance. We will review your most challenging cases, assess the work done to date, confer with the Municipal Code and your department's Standard Operating Procedures. Once our analysis is complete, 4LEAF will provide you with a detailed report of our findings and specific, step-by-step strategies to get those cases off the active roster. 4LEAF personnel will be available to speak with stakeholders such as Department Heads, Council, and other elected officials. If necessary, we can also provide Expert Witness Testimony.



Rental Housing Enforcement

Our team will assist with the inspection of residential rental properties on a routine and comprehensive basis to assure the overall quality of the unit meets the requirements of the Health and Safety Code and property maintenance guidelines. This includes educating property owners, property managers, and tenants about those requirements.



Review and Develop SOPs

4LEAF routinely works with Code Enforcement Divisions to review the current Standard Operating Procedures and provide suggestions for enhancing SOPs. Our staff can also help implement and train the existing municipal personnel in these changes. Currently, we are providing these services for California municipalities such as the cities of Napa, Lathrop, and Artesia.

Staff Augmentation

4LEAF specializes in providing personnel to municipalities on a part-time or full-time basis. At your request, our staff arrives at your door with training opportunities, study materials, company phones, and energy- saving fleet vehicles. 4LEAF's Code Enforcement Staff Augmentation personnel categories include:

- Department Director
- Department Manager
- Code Enforcement Manager and Training Officer
- Senior Code Enforcement Officer
- Code Enforcement Officer I & II
- Code Enforcement Coordinator/Technician
- Hearing Officer



Short-Term Rental Programs

One of the fastest growing programs within Code Enforcement Divisions is short-term rentals. 4LEAF assists with compliance with municipal short-term rental ordinances that require property owners to adhere to several rules including limiting the number of daytime and overnight guests, prohibiting events and amplified sound, and posting specific rules and emergency information, among others.

Stormwater Enforcement

4LEAF provides Stormwater Enforcement. This includes the visual inspection of infrastructure dedicated to the management of rainwater. Violations would include having inadequate erosion/sediment controls for property, failing to conduct/document inspections, illegal dumping, overgrowth of vegetation, and flooding.

Substandard Housing

One of the major areas of code enforcement throughout the U.S. is the inspection of Substandard Housing. 4LEAF Code Enforcement Officers routinely inspect and report any violations to housing codes including substandard and uninhabitable conditions, un-permitted construction, unlawfully created units





or spaces, inadequate or non-existent heating, accumulated trash and debris, lack of utilities, property maintenance, mold, and rodent/insect infestations.

Tobacco Enforcement

These programs ensure that retailers are properly licensed/permitted for the sale of tobacco and such establishments are posting proper notification such as STAKE Act stickers at each point of sale. In addition, we can assist in compliance with work-place smoking and vaping prohibitions.

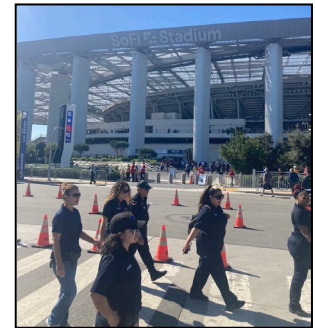


Field Staff Training

Aside from the classroom training, 4LEAF personnel are also available to conduct field training. This includes ride-alongs with municipal personnel. This hands-on approach is often effective for training in communication, technical training, and enforcement of municipal codes.

Vendor Enforcement

4LEAF personnel are trained to enforce State and Local laws regarding unpermitted vending activity, issue Administrative Citations to vendors, generate inspection reports, testify at hearings, and provide strategic planning for large scale vending activities associated with entertainment venues. Specifically, 4LEAF staff are trained in enforcement of unpermitted vending ordinances on municipality-owned or controlled property such as parks, public rights of way (sidewalks) and areas outside the permitted vending spaces.



Zoning

It is imperative that approved Zoning Plans result in development and construction that is fully aligned with such approved Plans. 4LEAF staff will work with Departments to verify such alignment. Examples include:

- Construction of a building that is not allowed in a particular zoning designation.
- Building a structure (or an addition to a structure) that is too tall or that obstructs another person's view or access to light/air space.
- Conducting various operations in non-designated areas, including manufacturing, packaging, selling, growing, labeling, and other business/industrial activities.
- Living in spaces that are not designated as residential areas.
- Creating amounts of pollution or noise that exceed local limits.
- Adherence to set back and lot coverage requirements.

PROPOSAL TO PROVIDE
PLAN REVIEW AND INSPECTION SERVICES,
RFP BS-24-05-SP
TO THE
CITY OF FONTANA

SECTION B

QUALIFICATIONS



4LEAF, INC.



SECTION B: QUALIFICATIONS

Firm History

4LEAF, Inc. (4LEAF) is a California “C” Corporation that was established in 1999 and incorporated in 2001. Our extensive team of engineers and managers are fully equipped with training and experience to provide complete services including code enforcement, plan check, CASp, inspection, permit technician assistance, professional development training, and other related professional and technical services to the City’s Code Compliance Department. Our goal is to set the industry standard for excellent customer service, and we have grown to more than 400 personnel throughout California, Washington, Nevada, and New England, and we are able to serve any full-time or part-time need the City may have, regardless of scope and duration.

4LEAF strives to be the best firm by providing our clients with outstanding customer service and first-rate services. We put our philosophy into action by building client relationships and prioritizing the needs of our clients—this has led us to become an industry leader in providing Building & Fire Life Safety Services to both public and private clients. We have worked with municipal departments in the construction, rehabilitation, and repair of public and private buildings and have partnered with design review and preservation boards to determine building improvement criteria and associated project requirements.

We have a depth of experience in working with all types of building structures and have performed Inspection and Plan Review services on more than \$50 billion dollars in construction throughout the past 22 years. We have been aggressively expanding our Code Enforcement and Planning Divisions in recent years and have doubled our team of professionals in these areas to further strengthen our project endeavors.

We have provided plan review and inspection services for thousands of residential projects, tenant improvements, and complex commercial projects including marijuana facilities office campuses, parking garages, hotels/resorts, transportation facilities, city/county-owned buildings, universities, hospitals, sports arenas, infrastructure, essential service facilities, solar projects, and laboratories. In addition, our team has performed inspections and plan reviews for public and private building structures for compliance with life-safety and Americans with Disabilities Act (ADA) accessibility requirements.

Firm Management Team

Director of SoCal Operations: Marcus

Johnson Phone: (925) 785-3315

Email: MJohnson@4leafinc.com**Director of Code Enforcement:** Pete Roque

Phone: (949) 230-4968

Email: PROque@4leafinc.com**Director of Planning:** Daniel Hortert

Phone: (925) 999-6184

Email: DHortert@4leafinc.com**Director of Fire Services:** Michael Renner, CBO

Phone: (925) 785-3581

Email: MRenner@4leafinc.com**Director of Development Services:** Craig Tole

Phone (925) 580-4055

Email: CTole@4leafinc.com**Director of Engineering Services:** Joe Nicholas

Phone: (916) 200-9959

Email: JNicholas@4leafinc.com



Project Team

For information regarding the individual qualifications, experience, and certifications of the proposed team, please see the attached resumes in Section C: Personnel.

Snapshot of Professionals

Title	# of Staff	Title	# of Staff
ICC Certified Plans Examiners	40+	ICC Certified Inspectors & IORs	200+
ICC Certified Building Officials	40+	Registered Architects	5
Registered Engineers (PE, SE)	20+	ICC Permit Technicians	60+
OSHPD	3	CASp	7
Construction Managers/Inspectors	40+	Fire Plans Examiners & Inspectors	30+
Code Enforcement Staff (PC832)	65+	Master Code Professional	1

Mixed-Use Experience

4LEAF is uniquely qualified to work on mixed-use projects of any size. Our team completed the Plan Review and Project Inspections for the entire \$2.6 billion Wynn Casino project on behalf of the City of Everett, MA where we comprised a team of Building Inspectors, Plans Examiners, and Permitting Specialists.



4LEAF also provided the Plan Review and Inspection services for the \$6 billion Apple Campus 2 Corporate Headquarters in the City of Cupertino, CA, Tiverton Casino Development located in the Town of Tiverton, RI and the South of Tioga project located in the City of Sand City, CA.



We have the resources to deploy staff to any state and as you can see in the limited examples listed above, we have provided services all over the country. Our team is well-equipped and qualified to perform services for any project and in any location. By choosing 4LEAF, you are choosing a company that prides itself on quality work, top-notch customer service, experienced staff, and a multitude of project experience. Please review our scope of services and project examples in the sections that follow to gain more understanding about our firm and how we can help achieve the City's project goals.



Snapshot of Services

Building/Code Enforcement	Fire	Permitting
<ul style="list-style-type: none"> • Leed Accredited Professionals • Inspectors of Record • Program Analysis & Studies • Correcting Code Deficiencies • Investigating Complaints • Violation Issuance • Jurisdictional Inspectors • ICC-certified Plan Reviewers • Certified Accessibility Specialists • ICC-certified Building Officials • Complete Building Dept. Services • On- and Off-Site Plan Review • Property Condition Surveys • Industrial, Energy, & Solar Plan Review and Inspections 	<ul style="list-style-type: none"> • Compliance for Site Access Reqs. • Compliance for Fire Flow Reqs. • Review of Fire Prevention, Suppression, and Detection Systems • Code Compliance for Sprinkler, Standpipe, Alarm, Notification Systems, and Fire Pump • Hazardous Occupancies, High Piled Storage, and Smoke Control Systems • Review of Alternate Means • Review of Methods Requests • Annual Business Inspections • Complete Fire Prevention Services • Fire Alarm/Sprinkler Inspections • Hazardous Materials Inspections 	<ul style="list-style-type: none"> • Solar Permitting • Intake of plans • Routing for plan review • Assignment management • Hosting page turn sessions • Virtual permit technician services • Prepare approval packages • Inspection scheduling • Program management • Application Processing • Developing Submittal Forms • Property Research • Public interface • Special events permits • Over-the-counter reviews

We have a proven track record of reviewing and inspecting projects of all sizes and complexities including:

- | | | |
|----------------------------------|-----------------------------|--------------------------------|
| • Type B Commercial Construction | • Refinery Facilities | • Laboratories |
| • City/County-Owned Facilities | • Site Work | • Power & Energy |
| • Large Campuses | • Waterfront | • Marijuana Facilities |
| • Fire Recovery Services | • Multi-Family Projects | • Military Projects |
| • Stadiums/Arenas | • Healthcare Facilities | • Essential Service Facilities |
| • Commercial Office Parks | • Transportation Facilities | • Detention Facilities |



Recent Related Experience

City of Rialto

Fire & Building Plan Review, Inspection, Permit Technician, Code Enforcement and Fire Prevention

4LEAF is currently providing On-Call Building and Fire Plan Check, Inspection, and related services, and has recently added Fire Prevention Services to our scope of work we are providing to the City. We are providing on- and off-site plan review for all building codes, including fire code plan checks, architectural, structural, plumbing, mechanical and electrical plan check. 4LEAF currently staffs six positions including three Permit Technicians, two Inspectors, and one part-time Plans Examiner and ensures that all project deadlines are delivered as per the City's contract.



Services include:

- Checking for compliance with all applicable codes adopted by the City, including, but not limited to California Building, Mechanical, Plumbing, and Electrical Codes, Uniform Solar Energy Code, and any applicable adopted local amendments, State of California codes or regulations.
- Confirming building use, occupancy, and type of construction, and reviewing construction of buildings and structures to determine satisfaction of safety requirements.
- Coordinating building permit requirements and interface with City Departments and other agencies, including but not limited to the Public Works Department, Planning Division, the Rialto Fire Department and County of San Bernardino as needed.
- Enforcing conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.
- Providing special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.
- Preparing inspection logs, notice of violations and other documents of building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.
- Receiving, processing, and issuing building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans and the filing of building permit applications. Input information into the City's computer tracking system.

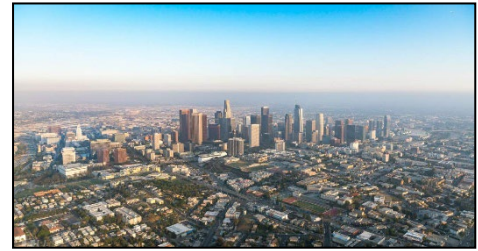


**County of Los Angeles***Building Inspection and On-Call Permit Technician Services*

4LEAF provides Los Angeles County (County), within 48 hours of notification, qualified personnel for on-call building and safety inspection, permit technician, and related services.



4LEAF provides the County with inspection services that consist of combination building inspection services, code enforcement/property rehabilitation services, and business license clearances. Combination building inspection services provided during the construction phase of various private and County improvement projects. Code enforcement/property rehabilitation services will be performed through inspection of properties, filing notices and complaints against violators of County building laws, documenting, and preparing violation cases for the District Attorney's office and/or County Counsel, testifying in court, and public nuisance abatement utilizing specified County procedures and policies. Business license clearances will be conducted on an on-call basis. Personnel may be required to inspect and report to sites located throughout Los Angeles County. Personnel will also be expected to review electronic/digital plans and documents as directed by the County.



4LEAF provides all labor, materials, transportation, and equipment necessary for personnel to perform these services throughout Los Angeles County. Equipment includes, but is not limited to: business cards, email-enabled smart phones or equivalent, digital cameras, and electronic portable devices such as notebook computers, tablets, or any other additional devices as determined by the County. The equipment shall be of a type acceptable by the County. Materials shall include, but are not limited to, all necessary code books and reference materials.

Staff Requested by the County Includes

- Permit Technican
- Building Inspector
- Building Inspector + CASp
- Building Inspector (prevailing wages)
- Senior Building Inspector
- Senior Building Inspector + CASp
- Senior Building Inspector (prevailing wages)
- Property Rehabilitation / Code Enforcement Inspector
- Document Control Specialist
- Mainframe Programmer



City of Indian Wells

Building Plan Review, Building Inspection Permit Services

4LEAF provides the City of Indian Wells third party plan check services, including electronic plan review, for the City's Building and Safety Division in the Community Development Department. 4LEAF works with the Building Official and staff to review plans and documents for code compliance.



4LEAF provides highly qualified plan check professionals who work under the supervision of an ICC Certified Plans Examiner or Licensed Professional Engineer (P.E.) to provide efficient, accurate and timely plan checks services with sufficient staffing to meet the City's needs. All 4LEAF staff have previous experience working for municipalities and have experience successfully managing multiple tasks, assignments, and responsibilities.



4LEAF performs review of structural, life safety, accessibility, plumbing, electrical, mechanical, energy compliance, and building code standards to ensure compliance with the adopted model codes as amended and municipal codes of the City of Indian Wells. All changes/corrections are identified, documented, and addressed prior to approval. Approved plans are stamped and signed as approved once they meet all requirements.

Services include:

- Provide highly qualified plan check professionals who will work under the supervision of an ICC Certified Plans Examiner or Licensed Professional Engineer.
- Provide efficient, accurate, and timely plan check services with sufficient staff to meet the City's needs.
- Provide staff with previous experience working for cities, be customer-service oriented, and have experience successfully managing multiple tasks, assignments, and responsibilities.
- Have the capability to conduct electronic plan review.
- Commercial and residential building plan checks will be performed by 4LEAF, as well as all plumbing, electrical, mechanical, and related plans submitted to the City by private developers or other applicable government agencies for construction and reconstruction projects.
- Check plans for compliance with California Building Codes and all applicable codes and statutes.
- All changes/corrections will be identified, documented, and addressed prior to approval.
- Stamp and sign approved plans once they meet all requirements.



4LEAF is currently administering a complete Fire Prevention Bureau. We are providing on- and off-site plan review, annual, sprinkler, OSHPD, alarm, and state mandated inspections. 4LEAF presently staffs five positions including Fire Inspectors and a Fire Marshal and ensures that all project deadlines are delivered as per the City's contract.

**Scopes of work include but are not limited to:**

- Provide a California certified Fire Marshal to perform fire investigations, public education and other Community Risk Reduction (CRR) programs.
- Provide a minimum of one (1) California certified Fire Prevention Officer at the City during regular business hours to meet with the public, review fire plans and conduct fire inspections.
- Plan review for compliance with the California Fire Code, as amended and adopted by the State of California (Title 24, Part 9 of the California Fire Code) and the City of Victorville requirements.
- Plan review for compliance with the National Fire Codes as published by the National Fire Protection Association (NFPA), as adopted and referenced by the State of California (Title 24, Part 2 of the California Building Code; Title 24, Part 9 of the California Fire Code) and the City of Victorville requirements.
- Plan review for compliance with applicable provisions relating to fire alarm systems of the National Electrical Code as published by the National Fire Protection Association (NFPA), as adopted and amended by the State of California (Title 24, Part 3 of the California Electrical Code.)
- Inspections of all new structures and modifications to existing structures for compliance with all State and Local requirements as prescribed by the California Building Code; California Fire Code; and City of Victorville requirements.
- Inspections of fixed fire suppression systems to confirm installation complies with the approved plans; State requirements; local requirements and manufacturer's specifications.
- Inspections of fire sprinkler systems to confirm installation complies with the approved plans; State requirements; local requirements and manufacturer's specifications.
- Inspections of fire alarm systems to confirm installation complies with the approved plans; State requirements; local requirements and manufacturer's specifications.
- Support office staff and provide counter service, respond to questions, return phone calls and emails, input correction notices and case-related comments into the City's permitting software system (EnerGov); file and/or scan documents following field inspections.

4LEAF continually communicates with the City and as a 24/7 operation, there is always someone available to address questions, needs, or provide staff with a quick turnaround.



4LEAF provided plan review, field inspection, and permit technician services on an on-call basis during peak workloads or from an unforeseen absence of City personnel to the City of Hemet's Department of Building and Safety. 4LEAF performed a review of submittal documents (plans, specifications, engineering calculations, soils, investigation reports, etc.) to assess compliance with the regulations contained in the various building code applicable to City facilities by policy and law. For each plan check review 4LEAF developed a comprehensive "Building Code Plan Check Report" of items found at variance with applicable codes. This report was presented in letter and electronic formats.

**Services included:**

- Providing electronic plan review, field inspection, and permit technician services on an on-call basis during peak workloads or from an unforeseen absence of City personnel.
- Performing plan check and inspection services in a diligent and professional manner in accordance with standard practice for such services.
- Performing plan check and inspection services at the Plan Checker's own office, at project sites, or in the City of Hemet offices as needed.
- Performing an independent evaluation of the applicant's estimate of value of construction project and immediately informing the Building Official or designee if there was a discrepancy between the applicant's estimate and the City's or industry standards and practices.
- Interfacing with permits applicants or their representatives to clarify plan check comments as required.
- Signing all approved plans as the "plans examiner of record" in accordance with standard Building Department practice.
- Meeting with City representatives and/or permit applicants or their representatives to review requirements of governing codes for projects in preliminary design or working drawing stages.
- Performing qualified building, combination, and other trade inspections on an as needed, assigned, or regular basis on residential, commercial, and industrial projects and performing permit counter work.
- Entering plan check comments and inspection results into the City's permitting software system.
- Providing all vehicles, fuel, maintenance, and other equipment.
- Providing fixture counts on a City of Hemet provided form for all electrical, mechanical, and plumbing fixtures and advising the City if subsequent plan reviews would substantially increase the fixture count.
- Pick-up and delivery of plans from the City of Hemet offices on all business days the City operates, not at an expense to the City of Hemet.

**County of San Mateo, CA***Program Management, Code Enforcement, Inspection, and Plan Review Services*

4LEAF was selected to provide Program Management, Code Enforcement, Inspection, and Plan Review Services for County of San Mateo residents who have completed work without going through a formal permitting process. In July 2018, 4LEAF was awarded the contract for San Mateo County's Second-Unit Amnesty Program.



In a collaborative effort to balance safety with California's desperate need for additional housing, the County implemented the Amnesty Program, along with a financial loan program, to promote the legalization of unpermitted second units, bringing them up to the current codes to avoid life-safety construction hazards. Steps of the program include but are not limited to:

1. Performing the initial inspection and determining the required scope of work along with estimating the cost to legalize and submitting the findings to the applicant and County.
2. Determining if client wishes to proceed with the Amnesty Program based on findings of the inspection report and estimated cost conformance.
3. Providing a minimum of two contractor estimates from licensed contractors.
4. County sends 4LEAF the completed application, submitted plans, agreement of timeline, and scope of work.
5. Uploading the submitted plans and documents into 4LEAF's EZPlan Review and performing the plan review with a maximum 5-day turnaround.
6. Performing the requisite inspections after permit is issued from the County. Coordinating each inspection with the contractor and the applicant through 4LEAF's Program Manager.
7. Monitoring the progress throughout the project and provides the Program Manager with updates, correction notices, and approvals. This information is uploaded and tracked in EZPlan Review portal.
8. Upon completion of the work, 4LEAF sends a letter of recommendation to the County stating an Amnesty Compliance Certificate be issued to the Applicant.



4LEAF and the County work together to maintain a database of cases and track permitting progress on properties that need inspections to verify if the property meets current residential health and safety codes and the current adopted California Building Codes.



PROPOSAL TO PROVIDE
PLAN REVIEW AND INSPECTION SERVICES,
RFP BS-24-05-SP
TO THE
CITY OF FONTANA

SECTION C

PERSONNEL



4LEAF, INC.



SECTION C: PERSONNEL

Management Team

Marcus Johnson – Local Principal & Director of SoCal Operations

Marcus is responsible for day-to-day contact with many of 4LEAF's Building & Safety, Engineering, and Construction Management contracts. He manages many of our clients and is responsible for recruiting, qualifying, and placing staff throughout the organization. His experience encompasses the more complex plan review and field inspections of building construction, plumbing, mechanical, and electrical installations in residential single, multi-family, commercial, and industrial construction. With more than 17 years of industry experience, Marcus is a knowledgeable project manager and inspector. Marcus will assist the City with addressing contractual details, project needs, and staff placements.

Office - (909) 453-6582 | Cell - (909) 916-0511 | Email - MJohnson@4leafinc.com



Peter Lim, CBO – Inspection Services Manager

Peter is a highly experienced ICC Certified Building Official with over 23 years of experience working in the Building and Safety Department. He has a broad experience in Building Department day-to-day operations, and in-depth knowledge of Building Code, making him an asset to any Building and Safety Department. Peter utilizes excellent communication skills and has the unique ability to defuse any situation that may arise. Peter can foresee and quickly resolve Building Code issues in the field and on plans, which allows him to effectively maintain excellent relations with staff, property owners, and design professionals.

Office - (909) 453-6582 | Cell – (626) 344-5106 | Email - PLim@4leafinc.com



Davison Chanda, PE – Supervising Plan Review Engineer

David is a registered Structural Engineer with more than 9 years of structural design background with a focus on structural system analysis, design, and preparation of construction documents from inception to completion in accordance with overall project requirements. David is also experienced with field structural observation to ensure their compliance with approved drawings and is experienced with RFI's and solutions for field conditions.

Office - (909) 453-6582 | Cell - (949) 274-6966 | Email - DChanda@4leafinc.com





Support Staff

Jay Shih, PE, CAsp, CBO – Plan Review Engineer

Jay is a veteran Plan Review Engineer, Building Official, Accessibility Specialist, and Construction Manager with over 35 years of experience in the industry. Given his background in various specialties, Jay is an ideal team member who can adapt to any project, team, and municipality he is assigned.

Ali Hekmat, SE, PE – Plan Check Engineer

Ali is a tremendously talented and experienced Plan Check Engineer with over four decades of expertise in the industry. Ali is a California registered Professional Civil and Structural Engineer as well as a registered Professional Structural Engineer in Arizona. He is highly skilled in a wide variety of engineering and design software and has proven to be an asset to multiple companies and departments. Ali is a quick-adjusting hard worker who has performed many challenging and complex structural plan reviews, earning him timely promotions to senior and leadership positions throughout his professional career. Having worked as a supervisor in multiple departments, Ali is a responsible leader who can be relied on to get the job done, and to the greatest of his ability.

Steve Raney, CAsp, CBO – Senior Building Inspector

Steven is an ICC Certified Building Official with more than 27 years of hands-on experience in facility construction and development, multidisciplinary industrial research, production, and management. He is equally adept as an individual contributor or in a team environment with senior managerial experience. Steven has acted as a project lead directly responsible for design, construction and commissioning of numerous capital improvement and build-out bio-tech projects. He has extensive hands-on research and production experience in all aspects of biotechnology science, process optimization, and implementation. His proven effective experience in working with local jurisdictions for project completions make Steven a vital asset to any team.

Ana Ortiz – Senior Permit Coordinator

Ana is a qualified Permit Technician with over seven years of experience in the building and safety industry. Her professionalism in her approach to conflict resolution and client communications also makes her an excellent candidate for any role involving customer service and public relations. Ana is especially helpful in this arena because of her proficiency in English as well as Spanish, both written and spoken language. Detail-oriented, Ana is highly organized and sets high personal standards for her own performance with each task she is assigned. This, paired with her dynamic talent and personal drive, renders her an asset to any team.

Chris Garamone – Building Inspector

With over 43 years of specialized electrical field experience in all aspects of commercial and industrial electrical inspection, Christopher Garramone exhibits a valuable skillset and is an asset to the projects he is assigned. Adept in management, design, installation, termination, and control as a Quality Assurance (QA) Manager, Quality Control (QC) Electrical Inspector, Consultant, Electrician, and Supervisor, Christopher's professional experience is practiced, successful, and ever-growing. He has been involved in several energy projects for the California Energy Commission ranging from the CPV Sentinel Project to the Ivanpah Project.



Steven Martinez – Building Inspector

Steven is a highly experienced professional with over 11 years of construction industry experience. His expertise in applying technical knowledge and following proper inspection techniques make him a dedicated team player with the multitasking skills needed to productively navigate between autonomous and collaborative assignments. In addition to his notable certifications, Steven has the work experience necessary to achieve project goals and a remarkable attention to detail when it comes to detecting deviations from plans, regulations, and standard construction practices.

Jerome Hoberg – Architect / Senior Plans Examiner

With a strong background of 40+ years, Jerome brings with him expert- level experience in managing, directing, and reviewing a wide range of construction projects. He is skilled in working in the capacity of a building official, senior inspector, and plan reviewer. Jerome is skilled at the application of building practices, evaluating plans, resolving unexpected site conditions, and regulatory compliance issues involving federal, state, and local requirements. He works effectively with developers, engineers, architects, contractors, building officials, and other industry professionals. Jerome provides results and the highest level of service to all clients as well as excellent leadership, communication, and relationship building skills. He is a certified CASp specialist and holds architectural licenses in both California and the State of Nevada.

Organizational Chart



Marcus Johnson, CBO

Inspector of Record / Building Official

Experience

18+ years

Education

AA, Architectural Technology

Certifications

ICC Certified Building Official

ICC Building Plans Examiner

ICC Permit Technician

ICC Accessibility Inspector/Plans Examiner

ICC Commercial Plumbing Inspector

ICC Residential Plumbing Inspector

ICC Plumbing Inspector

ICC Building Inspector

ICC CALGreen Inspector

SAP CA DSW Local Inspector

Professional Affiliations

California Building Officials

County Building Officials Assoc. of CA.

East Bay Chapter, ICC

Napa Solano Chapter, ICC

Sac. Valley Assoc. of Building Officials

Redwood Empire Chapter, ICC

Experience Summary

Marcus is responsible for day-to-day contact with many of 4LEAF's valuable clients in the Building & Safety, Engineering, Construction Management, and Plan Check industries. Marcus manages 4LEAF's Southern California offices including San Diego, Newport Beach, and San Bernardino.

Marcus carries comprehensive experience as an ICC certified senior level inspector, Inspector of Record, Building Official, and plans examiner. His experience encompasses the more complex plan review and field inspections of building construction, plumbing, mechanical and electrical installations in residential single, multi-family, commercial, and industrial construction. He is extremely knowledgeable of required compliance with applicable building, plumbing, electrical, energy, green, accessibility and mechanical codes along with applicable jurisdictional ordinances, state, and local statutes. His high-level of experience and invaluable personal skills allows him to quickly improve and acclimate to jurisdiction procedures. Marcus thoroughly understands the construction process and the need for speedy project completion in conjunction with accurate compliance and positive customer relations.

Select Professional Experience

4LEAF, Inc.

Director of Southern California Operations – Project Manager

2019 - Present

Marcus is 4LEAF's Director of Southern California Operations. Marcus's responsibilities include the day-to-day contact with many of 4LEAF's clients in the Building & Safety, Engineering, and Construction Management industries. Additional responsibilities:

- Recruiting and interviewing prospective employees.
- Mentoring and developing plan review, building inspectors, and permit staff.
- Managing the placement of inspection staff including the tracking of customer service delivery.
- Providing quality answers to code-related or situational questions from inspection staff or clientele.
- Project Inspections/Inspector of Record Services
- Performing plan reviews and Building Official Services on as-needed basis.

Town of Paradise, CA, Fire Recovery

Operations Manager

In 2018, the most destructive wildfire in California history began in Butte County, CA and quickly spread to the Town of Paradise, displacing over 10% of the County's population. Marcus oversees a staff of more than 15 that provides complete Community Development Services to the Town of Paradise. This four-year contract provides Permitting, Plan Review, Building Inspections, Public Works Inspections, Planning, Code Enforcement, Debris Removal Management, and Public Outreach for this **\$9.5 Billion rebuild**.



County of Sonoma, CA, Resiliency Permit Center (RPC)

Operations Manager

Marcus oversees all the daily operations including plan review and inspections. He ensures the staffing and training is completed for a skilled team to expedite the recovery process. Marcus ensures a cohesive partnership between the County of Sonoma and 4LEAF.



South Napa Earthquake Recovery – City of Napa, CA

Building Inspector

Marcus assisted the City of Napa during the South Napa Earthquake recovery. The earthquake caused close to \$1 billion in damage. Marcus's responsibilities included providing rapid assessment (RESA), processing FEMA valuation reports, providing inspections, and completing plan review to expedite the recovery process and ensure the safety of the community.



West Coast Code Consultants, Inc. – San Ramon, CA

Manager of Jurisdictional Services

Marcus provided client services for jurisdictional clients encompassing plan review and inspection services. He was responsible for coordination of all staff augmentation throughout the state of California. His experience included working in complex municipalities to provide permits processing, inspections, and plan review services.

City of Hesperia, CA

Building Inspector & Plans Examiner

Marcus reviewed plans and issued building permit applications for new construction, alterations, and remodeling of existing structures. He also verified compliance with applicable codes and ordinances and accepted construction practices and issued certificates of occupancy. Marcus provided technical information and professional advice to City staff, officials, and the public regarding city codes relating to construction, assisted project stakeholders in interpreting and meeting code requirements, and responded to/resolved inspection complaints.

JAS Pacific – Upland, CA

Permit Technician & Building Inspector

Marcus reviewed plans and building permit applications for new construction, alterations, and remodeling of existing structures, verified compliance with applicable codes and ordinances and accepted construction practices; and issued certificates of occupancy. He also acted as project coordinator for the routing of plans.

Peter Lim, CBO

Inspection Services Manager

Experience

23+ years

Certifications

ICC Certified Building Official

ICC Certified Building Plan Examiner

ICC Certified Building Core Specialist

ICC Certified Building Inspector

ICC Certified Combination Dwelling Inspector

Experience Summary

Peter is a highly experienced ICC Certified Building Official with over 23 years of experience working in the Building and Safety Department. He has a broad experience in Building Department day-to-day operations, and in-depth knowledge of Building Code, making him an asset to any Building and Safety Department. Peter utilizes excellent communication skills and has the unique ability to defuse any situation that may arise.

Peter can foresee and quickly resolve Building Code issues in the field and on plans, which allows him to effectively maintaining excellent relations with staff, property owners, and design professionals.

Select Professional Experience

4LEAF, Inc.

Building Official

2021 - Present

Peter is proficient in providing inspections, evaluations, approving construction of structural systems, and overseeing effective implementation of accessibility requirements. Peter has served in many different capacities including Building Official, Combination Inspector, and Plans Examiner. Peter has excellent communication skills and works well at the Counter with applicants. In addition, Peter can also provide over-the-counter plan check. Some of Peter's assignments from 4LEAF have included the Cities of Rialto, Whittier, Fontana, and Ventura County.

Transtech Engineering, Inc. – Various locations, Southern California

Building Official/Plan Checker

11/2020 - 2021

Responsible for day-to-day operations for the City of Alhambra and plan check. Supervised and manage Building Inspectors and Permit Technicians. Implemented protocols for electronic plan check submittal and electronic plan check.

J Lee Engineering, Inc.

Building Official/Manager

1/2019 – 8/2020

Managed daily activities and training of the Building Department personnel. Supervised plan checker(s), permit technicians and building inspectors. Prepared staff reports to be presented to Department director



and council meetings at municipalities. Prepared code adoptions to be presented to Council. Performed digital, paper and counter plan review. Managed Building Depart budget for Municipalities.

CSG Consultant, Inc.

Building Official/Manager

8/2017 – 12/2018

Supervised plan checker, permit technicians and building Inspectors. Provided over the counter plan check. Implemented policies and procedures. Managed and trained building Inspectors, permit technician and code enforcement officers and provided back-up inspections when inspectors are on vacation. Manage 36 Plan Checkers, Building Inspectors, Permit Technicians and Code Enforcement Officers.

Willdan Engineering

Building Official

1/2013 – 8/2017

Managed daily activities of the Building Department. Prepared and present staff reports to be presented to City Council City Manager. Developed of the department's annual budget. Researched and examined supporting data and make decisions or recommendations on proposed alternate materials or methods of design and construction. Coordinated various agencies or departments in the permit application process.

City of Monterey Park

Interim Building Official

2/2003 – 12/2012

Responsible for combination inspection of two-multi-family complexes. Oversaw daily building division activities. Provided code interpretations and technical assistance to the public and the design construction professionals. Prepared and managed the annual budget for the Division.

City of Baldwin Park

Senior Building Inspector

8/2001 – 2/2003

Involved in residential, commercial, and industrial combination inspections. Oversaw daily inspections and two building inspectors. Oversaw daily building division activities. Issued permits and plan check.

Charles Abbott and Associates

Building Inspector I

6/1998 – 8/2001

Involved in residential, commercial, and Industrial combination inspections, and plan check. Inspected Mission Viejo Mall expansion of 500,000 sq. ft., addition to mall Sax Fifth Avenue, Robinson-May, and Nordstrom's, and tenant improvement to Mission Viejo.

Davison “David” Chanda, P.E.

Supervising Plan Review Engineer

Experience

11 + years

Education

M.S. Civil Engineering (Structural)

CSU Long Beach, CA 2011

B.S. Civil Engineering (Minor in
Construction Management)

Cal State Fresno 2007

Licenses/Certifications

Professional Engineer – Civil #83946

ICC, Building Plans Examiner

Affiliations

American Society of Civil Engineers

Structural Engineers Association of

Northern California

International Code Council

Foothill Chapter

Experience Summary

David is a registered Structural Engineer with more than 9 years of structural design background with a focus on structural system analysis, design, and preparation of construction documents from inception to completion in accordance with overall project requirements. David is also experienced with field structural observation to ensure their compliance with approved drawings and is experienced with RFI's and solutions for field conditions.

David's strengths include seismic and wind design analysis, steel design, timber design, reinforced concrete design, prestressed concrete design, foundation design, structural analysis, design of masonry structures, architectural drafting, electrical, mechanical and plumbing systems, and soil dynamics.

Select Professional Experience

4LEAF, Inc. – Newport Beach, CA

Senior Structural Plan Review Engineer

2019 - Present

David joined 4LEAF as a Senior Structural Plan Review Engineer and is responsible for the review of commercial and residential structures as well as Quality Control of other 4LEAF Plan Review personnel. Some of his recent assignments include the counties of San Bernardino and Los Angeles, where he leads structural plan reviews and page-turning sessions.

VCA – Orange, CA

Senior Plan Check Engineer – Supervisor

6/2017 - 12/2019

- Assigned work to staff members and mentored junior plan checkers.
- Reviewed residential and commercial building plans for mechanical, plumbing, electrical, architectural structural and accessibility requirements (Chapter 11A and 11B) for conformance with the California title 2A.
- Researched into the intent of the code requirement to assist applicants, architects, and engineers to comply the code interpretation.
- Prepared clear and concise written plan review comments/corrections that are necessary to prepare plans for approval.



4LEAF, INC.

- Established and maintained effective working relations with engineers and architects to resolve problems regarding code interpretations.
- Attended meetings with applicants, engineers, and architects for clarification of review comments and verifications of corrections.
- Reviewed structural plans for wind and seismic requirements (ASCE/SI 7-10), including drag force shear wall design, diaphragm design and foundation design.

Bureau Veritas – Costa Mesa, CA

Plan Check Engineer

6/2015 - 6/2017

- Researched into the intent of the California building codes (Title 24) requirement to assist architects and engineers to comply the code interpretation.
- Prepared plan review comments/corrections that are necessary to prepare plans for approval.
- Established and maintained effective working relations with engineers and architects to resolve problems regarding code interpretations.
- Reviewed structure plans for wind and seismic requirements (ASCE/SE 7-10), including drag force, shear wall design, diaphragm design and foundation design.
- Worked at the public counter at the City of Corona to conduct over the counter plan review.

RADCO – Long Beach, CA

Plan Examiner

1/2015 - 6/2015

- Reviewed mobile homes and factory-built structures with respect to California title 25.
- Reviewed residential and commercial building plans for conformance with the California title 2A.
- Researched into the intent of the California building codes (Title 24) requirement to assist architects and engineers to comply the code interpretation.

K.B. Leung and Associates (Structural Engineers) – Alto Loma, CA

Staff Engineer

8/2014 - 11/2014

- Worked under the supervision of structural engineers to assess and analyze structures for seismic and wind analysis.
- Estimated the quantities of concrete, steel, wood, and masonry from structural drawings.
- Reviewed structural corrections/comments provided by plan checkers from the City and DSA (Division of state Architects office) for code compliance.

City of Rancho Cucamonga – Rancho Cucamonga, CA

Plans Examiner

12/2011 - 6/012

- Reviewed design-engineering calculations on proposed construction, alterations, or repair of buildings to ensure compliance with public safety standards.
- Reviewed residential, commercial, and industrial plans to determine compliance with relevant laws, regulations, and codes (AISC, ASCE/SEI, ACI, BCRMS and Title 24, etc.).

Jay Shih, PE, CASp, CBO

Plan Review Engineer / Accessibility Specialist

Experience

35+ years

Education

B.S., Geotechnical Engineering
University of Sao Paulo

B.S., Civil Engineering
University of Sao Paulo

M.S., Structural Engineering
California State, Los Angeles

Construction Management
UCLA Extension

Experience Summary

Jay is a veteran Plan Review Engineer, Building Official, Accessibility Specialist, and Construction Manager with over 35 years of experience in the industry. Given his background in various specialties, Jay is an ideal team member who can adapt to any project, team, and municipality he is assigned.

Licenses

CA Registered Civil Engineer

Certifications

ICC, Building Plans Examiner

ICC, Building Official

ICC, Fire Plans Examiner

ICC, Commercial Building Inspector

ICC, Fire Marshal

ICC, Residential Plans Examiner

ICC, Residential Building Inspector

ICC, Building Inspector

ICC, Building Code Specialist

CA State Certified Access Specialist

Certified Grading Deputy Inspector

Jay has spent the entirety of his professional career working for public agencies and consulting companies providing highly skilled design, plan check, and construction management for buildings, sewers, storm drains, streets, sidewalk, curb ramps, grading, SWPPP, and WQMPs.

Select Professional Experience

4LEAF, Inc. – Newport Beach, CA

Plan Review Engineer

11/2021 - Present

Jay is working on behalf of 4LEAF performing Plan Review services in multiple jurisdictions as needed. His most recent assignment is with the County of Los Angeles.

Infrastructure Engineers – City of Industry, CA

Director of Building & Safety / VP of Engineering

4/2018 - 11/2021

In his prior role, Jay checked building and civil engineering plan; reviewed hydrology, WQMP, LID, and geotechnical reports; performed CASp inspections; reviewed tentative, final maps, lot mergers, and lot line adjustments; provided building code training to staff; prepared proposals and managed the Building Department. Jay also acted as the Building Official for the City of Lynwood.

Bureau Veritas – City of Santa Ana, CA

Senior Plan Check Engineer

1/2018 - 6/2018

Jay's main responsibilities were checking building and fire sprinkler plans for the cities of Corona and Costa Mesa and the County of Los Angeles and helping the Regional Manager prepare proposals.

Willdan Engineering – City of Industry, CA
Senior Plan Check Engineer / Building Official
3/2016 - 3/2018

Checked building plans in the Crossroads Parkway office and acted as Building Official for the City of Rosemead.

JLee Engineering – City of Alhambra, CA
Senior Plan Check Engineer
3/2015 - 3/2016

Checked building plans in the office and at the County of San Bernardino.



Ali Hekmat SE, PE

Plan Check Engineer

Experience

42+ years

Education

California State Polytech University
MS. Civil/Structural Engineering
BS. Civil/Structural Engineering

Registrations/Certifications

CA Licensed Professional Engineer
AZ Licensed Professional Engineer
I.C.B.O. Certified Plan Examiner
Plan Check Engineer

Software Skills

Engineering International Design
Primavera Scheduling
Enercalc Design
S-T Risk

Experience Summary

Ali is a tremendously talented and experienced Plan Check Engineer with over four decades of expertise in the industry. Ali is a California registered Professional Civil and Structural Engineer as well as a registered Professional Structural Engineer in Arizona. He is highly skilled in a wide variety of engineering and design software and has proven to be an asset to multiple companies and departments.

Ali is a quick-adjusting hard worker who has performed many challenging and complex structural plan reviews, earning him timely promotions to senior and leadership positions throughout his professional career. Having worked as a supervisor in multiple departments, Ali is a responsible leader who can be relied on to get the job done, and to the greatest of his ability.

Select Professional Experience

4LEAF, Inc.

Plan Check Engineer

2021 - Present

Ali joined 4LEAF as a Plan Check Engineer and is responsible for planning, coordinating, supervising, and participating in the review of construction project plans and structural calculations. Additionally, he participates in the review of commercial and residential structures.

Bureau Veritas Inc. – Santa Ana, CA

Plan Check Engineer

2018 - 2021

- Performed architectural and structural plan checks for residential and commercial buildings to achieve compliance with jurisdictional codes.
- Reviewed construction documents for structural integrity and compliance to latest additions to electrical, mechanical, plumbing, Title 24 Energy, and California Building Codes.
- Residential and commercial planning, architectural, structural design involving steel, concrete, masonry, wood construction.

GHD Engineering Inc. – Irvine, CA

Plan Check Engineer

2016 - 2018

- Worked in the County of Orange as a consultant for plan checking projects. Ensured all projects achieved compliance with code requirements and structural integrity.
- Performed front counter duties where he assisted customers in the Building Department.

VCA Consultant – Orange, CA

Plan Check Engineer

2013 - 2016

- Plan checked and reviewed grading plans of various building projects in the City of Newport Beach to ensure all codes and requirements for structural and non-structural elements were met.
- Performed front counter duties where he assisted customers in the Building Department.

+A Engineering – Fullerton, CA

Project Engineer

1998 - 2013

- Performed planning, architectural, and structural design of residential and commercial projects which included steel, concrete, masonry, and wood construction.
- Engaged in field inspections to assess projects for structural integrity and compliance with building codes and specification.
- Performed engineering evaluations of existing buildings where he checked for construction defects resulting from poor workmanship and/or damage caused by natural disasters, then prepared reports of any observed damages along with repair recommendations. When necessary, he testified as an expert professional in court and arbitration.
- Conducted an engineering evaluation amidst a lawsuit involving a 4-story hospital in San Bernardino where he inspected and reported construction defects and safety issues resulting from poor contractor workmanship and the improper use of material.

City of Pomona Public Works' Building and Safety Division – Pomona, CA

Project Engineer

1995 - 1998

- Plan checked commercial and residential projects for structural integrity and code compliance.
- Performed field inspections of projects under construction for compliance with approved plan and specifications.
- Assisted building inspectors with structural related issues and aided the public and professionals with project approval and permits.

Riverside County Transportation and Land Management Agency – Riverside, CA

Agency Program Supervisor, Field Inspection Supervisor, Senior Plans Examiner

1984 - 1995

- As an Assistant Engineer in the grading division, Ali:

- Performed plan checks and field inspections of residential and commercial projects concerning drainage, subdivision, site improvement, and quality control of concrete delivered by batch plants.
 - Performed front counter duties relating to permits and illegal grading complaints.
- As a Senior Plan Check Engineer, Ali:
 - Plan checked for a variety of commercial and residential projects, including a 6-story jail with an in-house hospital on the top floor.
 - Managed the Riverside district branch office of Building and Safety.
- As the Agency Program Supervisor, Ali:
 - Tracked projects from initial design stage through final construction while preparing monthly reports of project(s) status and scheduling transportation of small in-house projects.
 - Assisted the Project Engineer in the construction management of a freeway interchange in the county desert area and participated in field observation during bridge construction.

James Persing and Associates – Yuma, AZ

Structural Design Engineer

1983 - 1984

- Conducted structural calculations and construction details for a variety of commercial and residential projects that involved wood, steel, concrete, and masonry construction.
- Participated in the field observation of a 5-story jail with in-house hospital on the fourth floor.
- Worked on a school, medical clinic, and other government buildings.

Wheeler and Grey – Los Angeles, CA

Junior Structural Design Engineer

1980 - 1983

- Performed structural calculations and drafting for small residential and commercial buildings.
- Assisted the project engineer in the structural design and shop drawings review for the concrete support structure for the tramway rails at the Disney World facility and a pedestrian bridge in Los Angeles.

Steven Raney, CASp, CBO

Building Official

Experience

27+ years

Education

BS – Northern Arizona University
Pasadena Supervisory Academy

Certifications

Certified Access Specialist
(CASp) #519
Certified Building Official
ICC Certified Building Plans
Examiner
ICC Certified Building Code
Specialist
ICC Certified Commercial and
Residential Plumbing Inspector
ICC Certified Commercial and
Residential Electrical Inspector
ICC Certified Commercial and
Residential Mechanical
Inspector
ICC Certified Combination
Inspector
ICC Certified Structural Masonry
Special Inspector
ICC Certified Accessibility
Inspector/Plan Reviewer
Disaster Response
Inspector/Worker CA
Governor's OES (SAP)

Experience Summary

Steven is an ICC Certified Building Official with more than 27 years of hands-on experience in facility construction and development, multidisciplinary industrial research, production, and management. He is equally adept as an individual contributor or in a team environment with senior managerial experience. Steven has acted as a project lead directly responsible for design, construction and commissioning of numerous capital improvement and build-out bio-tech projects. He has extensive hands-on research and production experience in all aspects of biotechnology science, process optimization, and implementation. His proven effective experience in working with local jurisdictions for project completions make Steven a vital asset to any team.

Select Professional Experience

4LEAF, Inc.

Project Manager/Building Official

2021 - Present

Steven is proficient in providing inspections, evaluations, approving construction of structural systems, and overseeing effective implementation of accessibility requirements.

City of Palmdale – Palmdale, CA

Building Official

2021 – 2021

- Administrated of all functions of the Building & Safety Division including plan check, inspection, and permit issuance
- Prepared of yearly budget
- Participated in the Development Advisory Board representing Building & Safety to provide conditions of approval for proposed projects
- Prepared reports, ordinances, and memos for City Council
- Completed inspections and plan review for complicated projects

City of Big Bear Lake – Big Bear Lake, CA

Chief Building Official

2019 – 2021

- Supervised a staff of Building Inspectors, Plans Examiners, and Building Permit Technicians
- Resolved code interpretation issues for new and existing buildings for compliance with the adopted Plumbing, Mechanical, Building, Electrical, and City municipal Codes
- Adopted modifications to the State T-24 codes when necessary



4LEAF, INC.

CA Housing & Community Development (HCD) – Southern California Area

Codes & Standards Administrator

2019 – 2019

Directed, organized, scheduled, and monitored activities and inspections for the Mobile Home Parks program and staff in the Southern California Area offices. Enforced Title 24, 25, and HSC codes, installation and alteration of all manufactured, modular buildings, and mobile home parks.

City of Palmdale – Palmdale, CA

Supervising Building Inspector

2018 – 2019

Oversaw plans, supervision, coordination, and assignment of activities and operations of building inspection within the Building & Safety Division of the Development Services department. Performed sensitive and difficult inspections. Projects included multi-family, commercial, single family, and city capital improvement projects.

County of San Bernardino – Hesperia, CA

Regional Building Inspector Supervisor

2015 – 2018

Supervised 3 County Satellite offices including Inspection, Plan Check, Counter Duty, and Permit Technicians. Conducted CASp inspections throughout the county. Performed inspection of County capital improvement projects.

Right at Home Construction Services – El Cajon, CA

Building Inspector

2006 – 2015

Directly supervised the design, construction, and completion of a Clinical Manufacturing Facility (CMF – Inspection of new residential projects in single- and multi-family homes. Checked construction including MEP's, framing, lath and roofing, and all structural and life safety components to ensure code standard.

JAS Pacific – Barstow, CA

Building Inspector

2004 – 2006

Inspection of residential, commercial, and industrial projects throughout City.

Raney's Masonry – Hesperia, CA

Masonry Superintendent

1996 – 2004

Managed the daily operations of a masonry construction company.

Ana Ortiz

Senior Permit Technician

Experience

5+ years

Certifications

ICC Reinforced Concrete Special Inspector
ICC Structural Masonry Special Inspector
ICC Spray Applied Fire Proofing Inspector

Software

Microsoft Suite
Adobe Acrobat
GIS
Trak It
WordPerfect
Oracle 10 Key by Touch

Experience Summary

Ana is a qualified Permit Technician with over five years of experience in the building and safety industry. Her professionalism in her approach to conflict resolution and client communications also makes her an excellent candidate for any role involving customer service and public relations. Ana is especially helpful in this arena because of her proficiency in English as well as Spanish, both written and spoken language. Detail-oriented, Ana is highly organized and sets high personal standards for her own performance with each task she is assigned. This, paired with her dynamic talent and personal drive, renders her an asset to any team.

Select Professional Experience

4LEAF, Inc.

Senior Permit Technician

2021 - Present

Ana helps contribute to the productivity of 4LEAF's Building Department by executing lead, advanced, technical, and paraprofessional duties regarding the receipt, processing, and review of building permit applications in addition to other related applications for all phases of construction. Ana's duties include:

- Evaluating, processing, implementing, and explaining technical information involving plans, specifications, blueprints, and other documentation.
- Maintaining, reviewing, and interpreting laws, policies, procedures, regulations, specifications, maps, building plans, construction sites, graphs, and statistical data.
- Utilizing fee schedules and calculations including square footage to determine values, calculates and assess preliminary and final fees, and collects, records, and balances permit related monetary transactions.
- Managing plan review, reviewing plan checks for consistency and accuracy, and coordinating and examining project submittals.
- Performing all other related tasks as assigned.

VCA Code – City of Adelanto, CA

Permit Technician II

6/2019 - 5/2021

On a consistent basis, Ana exercised her knowledge of construction drawings and blueprint reading, building codes and ordinances, and office procedures and practices. These duties included:

- Grasping, explaining, and objectively applying policies, laws, codes, and regulations to projects.
- Examining building permit applications to verify correctness and completeness.
- Objectively and tactfully addressing the public's questions and complaints pertaining to the permit application process.
- Processing over-the-counter permits for electrical, repair, plumbing, and mechanical residential applications and verifying code compliance.



Bureau Veritas North America – City of Garden Grove, CA**Permit Technician****10/2018 - 6/2019**

- Reviewed and accepted planning and building applications, then calculated fees and inputted data into permitting software.
- Distributed plans and applications pursuant to internal procedures, scheduled inspection requests, and responded to public records requests.
- Responded to planning and building related inquiries, including making independent interpretations and application of pertinent.
- Reported project and permit status to architects, project managers, and department staff.
- Maintained responsibility over gas and electrical releases.
- Assisted with building abatement and code enforcement related issues.

Bureau Veritas North America – City of Corona, CA**Permit Technician****2/2018 - 10/2018**

- Performed routine, complex technical work at the public service counter.
- Interpreted policies and procedures and enforced Federal, State, and Local code requirements for projects throughout all phases of construction
- Reviewed and processed applications, issued permits, and calculated and collected fees.
- Permitted to train new staff on counter responsibilities, procedures, and processes.
- Verified contractor licenses, worker's compensation, and insurance requirements to be met.

Interwest Consulting Group – City of Rialto, CA**Permit Technician / Administrative Assistant****12/2015 - 2/2018**

- Reviewed permit applications, issued permits, and calculated a variety of fees in accordance with fee schedules.
- Received and processed requests for inspections and coordinated and distributed inspection schedules.
- Performed diverse clerical duties which included constructing forms and reports, and index scanning documents for building and code enforcement.
- Utilized Onbase, MS Word, Excel, and 10 key software to perform tasks on a daily basis.

ASRC Primus Inc. – CA**U.S. Citizenship and Immigration Services Office Admin****3/2012 - 12/2015**

Ana assisted the USCIS Adjudication functions by providing clerical and administrative support during the processing of Naturalization applications for citizenship as well as Adjustment of Status. Ana's duties included:

- Producing Naturalization certificates and reviewing products for any discrepancies post creation.
- Interfiling of documentation needed for the adjudication of applications and petitions, running daily script reports, and updating file information.
- Serving as a clerk for the United States Circuit Court.
- Utilizing her certifications for the National File Tracking System (NFTS) and Quality Control of Files and CIS System Inquiries.

Christopher L. Garramone

Building Inspector

Experience

43+ years

Registrations/Certifications

NFPA 70E Certified Electrical Safety
Compliance Professional (CESCP)
Licensed Electrical Contractor
ICC E-1 Residential Electrical Inspector
ICC E-2 Commercial Electrical Inspector
ICC Building Inspector
CAL EMA Safety Assessment Program
FHA 203K Consultant Certification
PVI – Boiler Technician Certification
Building Specs Inc., Pool, Spa, Pier &
Bulkhead Inspections Certification
Building Specs Inc., Home Inspection
Education Course Certification
Advanced Auto CAD 2000 Certification

Professional Affiliations

International Code Council
International Conf. of Building Officials
National Fire Protection Association
American Construction Inspectors Assoc.
Divers Alert Network

Experience Summary

With over 43 years of specialized electrical field experience in all aspects of commercial and industrial electrical inspection, Christopher Garramone exhibits a valuable skillset and is an asset to the projects he is assigned. Adept in management, design, installation, termination, and control as a Quality Assurance (QA) Manager, Quality Control (QC) Electrical Inspector, Consultant, Electrician, and Supervisor, Christopher's professional experience is practiced, successful, and ever-growing. He has been involved in several energy projects for the California Energy Commission ranging from the CPV Sentinel Project to the Ivanpah Project.

His proven track record of maintaining expert communication skills with clients, craftsmen, contractors, and government agencies help bring projects in on time, on budget, and to successful completion of project goals. He is skilled in his craft and has a wealth of energy experience that provides the needed time, effort, and quality to client projects.

Select Professional Experience

4LEAF, Inc.

Building Inspector

Christopher is our lead Inspector in energy-related projects that require an expert hand. He leads inspections and provides management for all teams involved to reach successful project completion.

West Coast Code Consultants

Lead Building Inspector

Pio Pico Energy Center

Lead Inspector for the Pio Pico Energy Center, 318 MW, LMS 100 power project, privately owned for the California Energy Commission, located on the Otay Mesa in San Diego County.

Carlsbad Energy Center

Commercial / Industrial Building Inspector

Carlsbad, CA

Building Inspector on staff for the 500+ MW, LMS 100 gas turbine power project Carlsbad Energy Center, Carlsbad, CA for NRG Energy.



Bureau Veritas, North America

Solar Electrical Inspector

County of Fresno (Various Projects)

Inspected multiple new solar installations for the County of Fresno including: Terranova Helms Solar, Helms, CA; FCP Solar Project, Kerman, CA; JSA Phelps/CalCom Solar, Coalinga, CA. Additionally, the Chevron Cogen Upgrade for Fresno County, Coalinga, CA was inspected.

Quality Assurance Inspector

Edgewater Project

Edgewater Unit 5 Air Quality Control System (AQCS)-Alliant Energy, Wisconsin Power and Light Company. Duties included field surveillance and reporting on construction activities to the Project Owners of the EPC and their subcontractors. Assisting the owner's engineering staff with Inspection Test Plan (ITP) review and verification. Field installation personnel utilized these ITP plans.

Electrical Inspector

Ivanpah Project

Ivanpah Solar Generating System- California Energy Commission / BrightSource Energy. Duties included providing support for the CBO and staff, including field inspections, and verifying test results. Ivanpah Solar Energy Generating System (ISEGS) is a 392 MW (gross) solar thermal power facility developed by BrightSource Energy. Utilizing BrightSource Energy efficient and environmentally responsible LPT 550 technology, the project combined innovative solar technology with conventional, off-the-shelf power components to produce clean, reliable power at scale.

Electrical Inspector

CPV Sentinel Project

California Energy Commission / Competitive Power Ventures. Duties included field inspections, documentation of inspections and support of the Senior On-Site Inspector. Project consisted of eight natural gas-fired, GE Energy LMS-100 Combustion Turbine Generators (CTGs) operating in simple cycle mode. Each exhaust stack being 13.5 feet in diameter and 90 feet tall. The station produces up to 850MW power in Desert Hot Springs, CA.

Steven Martinez

Building Inspector II

Experience

11+ years

Certifications

ICC Reinforced Concrete
ICC Structural Welding
ICC Structural Steel and Bolting
ICC Spray Applied Fireproofing
ICC Prestressed Concrete
ICC Structural Masonry
ICC Commercial Building Inspector
ACI Concrete Field-Testing Technician –
Grade I

Software

Microsoft Suite

Experience Summary

Steven is a highly experienced professional with over 11 years of construction industry experience. His expertise in applying technical knowledge and following proper inspection techniques make him a dedicated team player with the multitasking skills needed to productively navigate between autonomous and collaborative assignments. In addition to his notable certifications, Steven has the work experience necessary to achieve project goals and a remarkable attention to detail when it comes to detecting deviations from plans, regulations, and standard construction practices.

Steven's impressive work ethic, along with his ability for developing relationships with clients, architects, engineers, and colleagues, make him a valuable addition to any jurisdiction, team, or project he is assigned.

Select Professional Experience

4LEAF, Inc.

Building Inspector II

2023 – Present

Steven performs services in the capacity of a Building Inspector II throughout Southern California jurisdictions on behalf of 4LEAF. His inspection expertise includes building, mechanical, electrical, and plumbing, of which he performs quality inspections for commercial and residential projects, such as new dwellings, additions, and remodel work.

A-1 Inspections

Building Inspector

2013 – 2023

- Examined buildings and structures for adherence to codes, ordinances, and specifications.
- Oversaw alterations and repairs.
- Ensured construction within jurisdiction was compliant.
- Worked on various project types, including tenant improvement upgrades, tilt up warehouse (20,000 sq. ft. – 2,000,000 sq. ft.), border wall construction, and a variety of military bases.

Jerome Hoberg

Senior Plans Examiner / Architect

Experience

40+ years

Education

B.A. in Architecture
Cal State Poly – San Luis Obispo

Certifications

CASp-720
SAP-ID 78843 Cal OES CA DSW Local
Architectural License NV-5282
NCARB-59308
Architectural License CA-C21242

Skills

MS Office Suite
DigEplan Software
T-24 & California Green code
CASp
ARCE Structures

Experience Summary

With a strong background of 40+ years, Jerome brings with him expert- level experience in managing, directing, and reviewing a wide range of construction projects. He is skilled in working in the capacity of a building official, senior inspector, and plan reviewer. Jerome is skilled at the application of building practices, evaluating plans, resolving unexpected site conditions, and regulatory compliance issues involving federal, state, and local requirements. He works effectively with developers, engineers, architects, contractors, building officials, and other industry professionals. Jerome provides results and the highest level of service to all clients as well as excellent leadership, communication, and relationship building skills. He is a certified CASp specialist and holds architectural licenses in both California and the State of Nevada.

Select Professional Experience

4LEAF Inc.

Senior Plans Examiner

2022 – Present

Jerome performs plan reviews for residential and complex commercial project throughout Northern California on behalf of 4LEAF.

Napa County PBES (Building Division)

Plans and Permit Supervisor

March – July 2021

- Worked with report directly to the process improvement and code enforcement manager of PBES Napa County on matters related to problematic code enforcement cases including project field visits and resolutions, stakeholders stakeholder meetings, requested applicant meetings, alternative means applications, fee studies/construction valuation estimates prepared for FEMA grant requests, and related CALOES.
- Worked with policy and municipal code revisions for public works as well as aid surrounding jurisdictions.
- Worked as required on sensitive politically driven projects requiring resolutions.



- Supervised plans examiners and reviewed complex multi-occupancy projects including wineries combined with caves as well as processing and reviewing extensive numbers of 7-day expedited Fire Rebuild projects, and other project typologies.
- Reviewed grading permits for the applications.
- Supervised over the counter permitting, and quick permits while managing standard permits as well as all outside consultant assignments and fire rebuilds.

Napa County PBES (Building Division)

Plans Examiner

2015 – 2017

- Performed plan review on construction documents and specifications for buildings and structures proposed for construction including alterations and additions in accordance with the California series of building codes utilizing state and local ordinances.
- Prepared written comments relating required code compliance corrections, omissions, and lack of construction document coordination between drawings and specifications including structural calculations and drawings, architectural, mechanical, plumbing, electrical, T-24, and the California Green Code.
- Obtained CASp certification and reviewed submittals for accessibility compliance and would occasionally go into the field to perform accessibility inspections for compliance with applicable codes and construction documents.

El Dorado Savings Bank

Architect

1997 - 2021

- Provided architectural services such as design/construction documents, permit processing, construction administration, existing facilities for code and accessibility compliance.
- Designed/Prepared construction documents, processed permits as their agent, and provided construction administration for 8 new structures (banks and a warehouse operation building).
- Represented client on sensitive agricultural issues in development stages of many of their projects including wetlands mitigation banking and working with the army core of engineers for approval including administration of all required environmental studies associated with developing projects.

PROPOSAL TO PROVIDE
PLAN REVIEW AND INSPECTION SERVICES,
RFP BS-24-05-SP
TO THE
CITY OF FONTANA

SECTION D

REFERENCES



4LEAF, INC.



SECTION D: REFERENCES

Agency Name: City of Rialto
Contact Name: Jesse Sanchez, Building Official
Contact Telephone: (909) 820-2689
Contact Email: JSanchez@rialtoca.gov
Services: Fire & Building Plan Review, Inspection, and Permit Technician Services
Date of Service: 2021 - Present

Agency Name: City of Victorville
Contact Name: Joseph Sleghers, CBO, CFM, Building and Fire Official
Contact Telephone: (760) 662-3103
Contact Email: JSleghers@VictorvilleCA.gov
Services: Building Inspection and Fire Prevention Services
Date of Service: 2018 - Present

Agency Name: County of Los Angeles
Contact Name: Justin Soo Hoo, P.E.
Contact Telephone: (626) 485-5100
Contact Email: JsooHoo@DPW.LACounty.gov
Services: Building Inspection and On-Call Permit Technician Services
Date of Service: 2019 - Present

PROPOSAL TO PROVIDE
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SECTION E

AUTHORIZATION



4LEAF, INC.



SECTION E: AUTHORIZATION

I, **Kevin J. Duggan**, President, state that I am an official authorized to bind the firm. 4LEAF's proposal to provide Plan Review and Inspection Services for the City of Fontana shall remain effective for a minimum of ninety (90) days beyond the date of submittal.

Sincerely,
4LEAF, Inc.

Kevin J. Duggan
President

PROPOSAL TO PROVIDE
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TO THE
CITY OF FONTANA

SECTION F

INSURANCE



4LEAF, INC.



SECTION F: INSURANCE

4LEAF has reviewed the Indemnification and Insurance requirements in the consultant services agreement. 4LEAF agrees to provide the required insurance coverage and understands that coverage is a prerequisite for entering into an agreement with the City. Please see attached proof of coverage specific to the City of Fontana.



4LEAINC-01

MINED1

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
8/2/2023

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 License # 0C41366 Granite Professional Insurance Brokerage, Inc. 360 Lindbergh Avenue Livermore, CA 94551		CONTACT NAME: PHONE (A/C, No, Ext): (925) 462-8400 FAX (A/C, No): (925) 462-8888 E-MAIL: commercial@graniteins.com ADDRESS:		
INSURED 4LEAF, Inc. 2126 Rheem Dr Pleasanton, CA 94588		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Property Casualty Company of America		25674
		INSURER B: Evanston Insurance		35378
		INSURER C:		
		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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6800J268720	4/9/2023	4/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-SCHEDULED AUTOS ONLY	X	X	8107R025623	4/9/2023	4/9/2024	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$			CUP1S364055	4/9/2023	4/9/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 OTHER: \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB2T357728	4/9/2023	4/9/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> Professional Liab			MKLV7PL0005809	4/9/2023	4/9/2024	Each Claim \$ 2,000,000
B				MKLV7PL0005809	4/9/2023	4/9/2024	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required). The attached forms apply as required per written contract or written agreements between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached form may not be applicable.

City of Fontana is additional insured as respects to General Liability and Automobile Liability per Forms CG D3 81 09 15 and CA T3 53 02 15. Waiver of Subrogation applies to General Liability per Form CG D3 81 09 15. Waiver of Subrogation applies to Automobile Liability per Form CA T3 53 02 15.

CERTIFICATE HOLDER**CANCELLATION**

City of Fontana 8353 Sierra Ave Fontana, CA 92335	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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SECTION G

PROFESSIONAL FEE



4LEAF, INC.



COST PROPOSAL

FY2023-2024 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF FONTANA

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 70% <i>(Inclusive of all disciplines except Fire and Civil which are billed on an hourly basis)</i> Hourly Plan Review: \$130 Non-Structural Review \$150 Structural Review	Fee includes: ➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➤ Shipping, courier, and electronic service.

Building

Structural Plan Review Engineer	\$150/hour
Non-Structural Plans Examiner	\$130/hour
Certified Access Specialist (CAsp) Inspector	\$155/hour
Certified Access Specialist (CAsp) Plans Examiner	\$155/hour
Senior Combination Building Inspector (Building Inspector III)	\$125/hour
Commercial Building Inspector (Building Inspector II)	\$115/hour
Residential Building Inspector (Building Inspector I)	\$105/hour
Supervising Inspector of Record	\$169/hour
Inspector of Record	\$149/hour
DSA Class 1 / OSHPD A Inspector	\$175/hour
DSA Class 2 / OSHPD B Inspector	\$145/hour
DSA Class 3 / OSHPD C Inspector	\$103/hour
Hourly overtime charge per inspector	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.



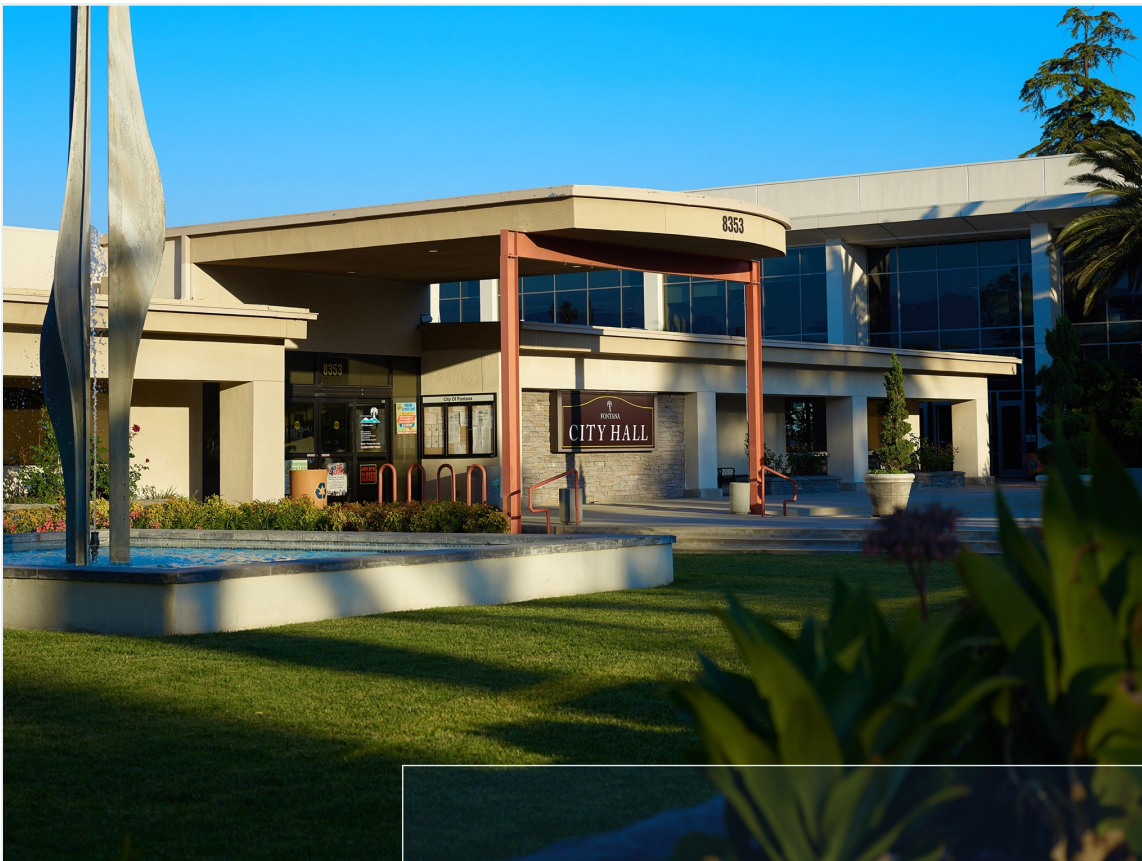
- All plan review services will be subject to a \$250.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- These above rates reflect the FY2023-2024 contract period. 4LEAF assumes a 3% escalation for FY2024-2025, FY2025-2026, upon market conditions.
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

August 17, 2023

**Proposal to Provide
Plan Review and Inspection Services**
BS-24-05-SP

Prepared for:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335



Prepared by:
BPR Consulting Group
316 Tejon Place
Palos Verdes Estates, CA 90274

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COVER LETTER / INTRODUCTION

August 17, 2023

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335



RE: Proposal to Provide Plan Review and Inspection Services | BS-24-05-SP

Thank you for the opportunity to present our proposal to provide Plan Review and Building Inspection Services to the City of Fontana. Our proposal provides a detailed introduction to our firm and an overview of the services provided by BPR Consulting Group (BPR). We understand that the City of Fontana is looking to partner with highly qualified consultants that possess the expertise, experience and resources available to assist the City in providing professional and timely plan review and building inspection services. BPR fully understands the scope of work as outlined in the RFP and is well-equipped to provide the City with the requested services in a professional and customer-focused manner.

As our proposal will demonstrate, our talented staff of ICC certified Plans Examiners and Building Inspectors, Licensed Engineers, Architects, and OSHPD and CASp experts have extensive experience providing plan review and building inspection services similar to those being requested by the City of Fontana. BPR's staff members have previous experience providing these services for numerous public agencies throughout the State of California including the cities of Ontario, Eastvale, Gardena, Chino Hills, Garden Grove, Inglewood, Monterey Park, Anaheim, Corona, El Monte, Wildomar, Costa Mesa, Lemoore, Richmond, Sacramento, Stockton, San Ramon, Milpitas, Vallejo, Elk Grove, Calistoga, Napa, Manteca, and Turlock, to name a few.

BPR's staff of experienced building safety personnel provide high quality, thorough plan review and inspection services for our clients and their permit applicants. Our qualified professionals and expertise allow us to assist you and your department in maintaining timely plan review service levels and next day building inspection services during periods of increased workload and staffing fluctuations. **Unlike the large national firms, BPR's services are focused on supporting California communities in the delivery of high-quality, building plan review and building inspection services, tailored to your community's specific needs, with the goal of exceeding our clients' expectations by:**

- Providing all services in a **cost-effective** manner.

OFFERING FIRM:

BPR Consulting Group

LOCAL ADDRESS:

316 Tejon Place
Palos Verdes Estates, CA 90274

MAILING ADDRESS:

2201 Francisco Drive, #140-658
El Dorado Hills, CA 95762

PRIMARY CONTACT & AUTHORIZED

REPRESENTATIVE:

Ron Beehler, SE, CBO
Principal-in-Charge

916.204.3178

rbeehler@bpr-grp.com

Fax: 916.562.3600

- Providing **qualified and experienced personnel** who have the ability to thoroughly plan review and inspect all aspects of projects and effectively identify, communicate and explain relevant code requirements to designers, contractors, and owner builders.
- Providing a **high level of customer service** for internal and external customers.
- Balancing the need to ensure conformance to standards and regulations with the need for **predictability, uniformity, and efficiency**.
- Providing services in a **timely** manner.

The team proposed to serve the City of Fontana are all appropriately licensed in the State of California or ICC Certified and are experienced and well-versed in providing the requested plan review and building inspection services in support of California Building Departments. We will not be utilizing any subconsultants to provide the requested services.

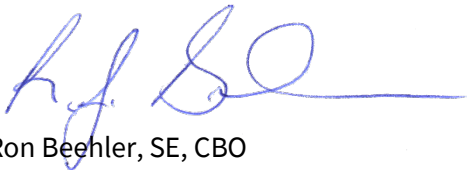
BPR's plan review staff is experienced with and utilizes Bluebeam software to perform electronic plan reviews for many of our clients. Our proposed plan review team have extensive experience providing plan review services in electronic format. For assigned plan reviews utilizing paper documents, we will provide pickup and delivery of the paper documents at no cost to the City.

Ron Beehler, SE, CBO, will serve as Principal-in Charge and be the primary point of contact during the proposal process. Ron is authorized to bind the firm to all commitments made in our proposal, which shall remain a firm offer for 90 days beyond the due date of this submittal. **Mark Berg, CBO, MCP, ICC**, will serve as **Project Manager** and work with the City to ensure all services are delivered in an efficient and timely manner. **Bill Rodgers, SE**, will serve as **Plan Review Manager**. These three individuals will be supported by a team of experienced multi-disciplinary building department professionals to include ICC certified plans examiners, licensed engineers, ICC certified inspectors, registered architects and other building safety professionals. We have included an organization chart, brief biographies and a table of our team's licenses and certifications in Section C of our proposal.

Please feel free to contact me at rbeehler@bpr-grp.com or 916.204.3178 if you have any questions concerning our qualifications or the services we provide. Thank you for taking the time to review our proposal. We look forward to the opportunity to work with the City of Fontana.

Sincerely,

BPR CONSULTING GROUP



Ron Beehler, SE, CBO
Director of Client Services

Section A

METHODOLOGY / APPROACH

BPR Consulting Group is qualified and interested in supporting the City of Fontana by providing the requested **Plan Review and Inspection Services**. We provide these same services to communities throughout the state, including many nearby Southern California municipalities. We maintain a highly qualified staff of experienced building safety professionals in the Inland Empire area to support the plan review and building inspection needs of our clients. We are familiar with and possess a strong understanding of State, County, Local and other applicable code-related requirements.

The founders of BPR share the values of providing quality services and a very high level of customer service to our clients. Our focus is to support California building departments in a professional manner allowing our clients the ability to provide efficient, timely and professional building safety services for the communities they serve.

In addition to the experience and qualifications required to successfully perform the requested services, BPR and the staff proposed to serve the City also possess the desire to provide unmatched customer service which stems from ongoing dedication to building relationships with City staff and its constituents.

BPR Consulting Group understands that the City of Fontana is looking to partner with highly qualified consultants who can support the City's plan review process and inspection services. We further understand that the requested services include the plan review and inspection of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings, and grading, to ensure compliance with all adopted codes, local ordinances, and state and federal laws.

BPR is highly qualified and interested in providing the requested plan review and inspection services with staff that possess the appropriate experience, qualifications, education and licenses or certifications.

From the RFP, we understand and are able to provide the following:

- BPR Plans Examiners will perform plan review of a multitude of building types to include residential, industrial and commercial buildings, grading and review of all other types of structures to ensure compliance with local, state and federal regulations as it relates to the adopted California Building Standards Code.
- BPR's Inspectors will perform assigned field inspections of permitted structures to include residential, commercial and industrial buildings, grading, and all other types of structures under construction to ensure compliance with applicable ordinances, regulations and laws pertaining to Building and Safety and the adopted California Building Standards Code As enforced by California building departments.
- For paper submittal documents, we will arrange for all pick-up and delivery of the plan review documents from the City of Fontana's office of Building and Safety at no additional cost. All plan review services will be coordinated from BPR's local Riverside office which is located less than 15 miles from the City of Fontana's office.

- As requested in the RFP, BPR will verify proper calculation of all Building and Safety related fees, based on the City of Fontana's adopted fee resolution.
- BPR will meet or exceed the City of Fontana's turnaround schedule and are able to provide expedited plan review services when requested. BPR's standard turn-around time (including transportation of plans) for the first initial plan review is 10 working days and our standard turn-around time for each subsequent plan review (recheck) is 5 working days.
- BPR Plans Examiners will provide two completed, typed listings of all required plan corrections, including sample resolutions and a comment letter. Plan review corrections when necessary, will reference the specific plan page and detail number and include the specific code section in conflict.
- BPR staff will attend required meetings related to the plan review or field inspection of assigned projects either in person or virtually as required. Our team has become efficient with the use of electronic meeting platforms such as Microsoft Teams, Zoom, and others which allow for efficient and constructive communication between parties located throughout the United States. Utilizing these platforms has become an efficient tool for resolution of challenging issues both during plan review and field inspections.
- BPR staff are proficient and highly experienced in providing electronic plan review services and has done so for many jurisdictions throughout the state. We are prepared to provide electronic plan check services for your community utilizing the **Bluebeam** electronic plan review system, or any other system as required. Bluebeam is our preferred electronic plan review platform and our staff proposed to provide services to the City of Fontana are extensively experienced with its use.

PROJECT APPROACH

In addition to the information outlined above, on the following pages you will find additional details on BPR's ability, qualifications and approach in providing the requested services.

PLAN REVIEW

BPR's staff possesses significant technical capabilities in all areas of plans examination competency gained from years of experience providing these same services to multiple California building departments. All plans examiners are California Licensed Engineers or ICC Certified Plans Examiners with multiple years of experience providing plan review services. Our staff will conduct accelerated or project-specific phased plan reviews on an as-needed basis as requested by clients.

Plans examiners will provide comprehensive plan review services to the city and review submitted project documents for compliance with all applicable Federal, State and local codes and ordinances. Disciplines will include, and are not limited to Civil, Building, Plumbing, Electrical, Mechanical, Green Building, Energy Conservation, Geotechnical, Structural and CASp.



Our plans examiners have a thorough understanding of code requirements, are able to read, understand and interpret construction documents, topography and grading plans, energy calculations, geotechnical reports, structural calculations, electrical load calculations, commissioning reports, and other associated design documents. Our plans examination staff have the ability to prepare well-written plan review letters, communicate effectively orally and in writing and work effectively with City staff, project design teams, contractors and permit applicants. Our plans examiners possess knowledge of the most current state and local adopted building standards.

Architectural

BPR's non-structural plans examiners have provided plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 2, 3 and 5 medical office buildings. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story residential projects to complex high-rise commercial buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following model codes:

- California Building Standards Code (Title 24) Parts 1 through 6 and 9
- International Building Code (IBC)
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-Adopted Amendments or Ordinances
- CA Existing Building Code
- CA Historical Building Code

Structural

Our structural engineers have experience designing and reviewing building projects subjected to the significant seismic loads necessitated by the geographic location of the City of Fontana. Our structural engineers have reviewed all types of projects including residential, multi-family, commercial, and multi-story projects including mid-rise and high-rise projects, institutional projects, industrial projects, retail buildings, schools, medical office buildings and court facilities.

Our structural engineers have experience designing and reviewing projects constructed with all building materials including the following:

- Wood
- Reinforced Masonry
- Heavy Timber / Timber Frame / CLT
- Reinforced and Prestressed Concrete
- Stressed Skin Panels
- Structural Steel
- Light Gauge Steel Framing
- Straw Bale
- Rammed Earth
- Insulated Concrete Forms, (ICF)

Our engineers have designed or reviewed a wide array of structural lateral force resisting systems including:

- Structural steel moment frames
- Buckling-restrained braced frames
- Eccentric braced frames
- Concentric braced frames
- Concrete moment frames
- Masonry shear wall systems
- Concrete shear wall systems
- Cantilevered column systems
- Pre-stressed and post-Tensioned Concrete

- Wood shear wall systems
- Various proprietary lateral force resisting systems

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- CCR Title 24, Part 2, Volumes 2 & 2.5
- International Building Code (IBC)
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP

Mechanical, Plumbing & Electrical

BPR's Mechanical and Electrical Engineers are well versed in the California Mechanical, Plumbing and Electrical codes. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted amendments

Fire Code Plan Reviews

Our experienced and licensed professional Fire Protection Engineering staff and certified Fire Plans Examiners are properly trained and prepared to address any fire safety plan review needs. If requested, our fire safety plan review staff can quickly and accurately check plans for compliance with applicable fire codes and standards. Our fire protection staff routinely review and inspect projects for compliance with CA Fire Code fire and life safety regulations.

Our Fire Plans Examiners have extensive experience in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC) and California Building Code (CBC), with local amendments and regulations.
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- Fire Department Standards
- Municipal, State or Federal regulations enforced by local Fire Agencies
- NFPA Standards 13 (automatic fire sprinkler systems)
- NFPA Standards 14 (standpipes)
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- NFPA Standards 96 (smoke control)
- NFPA 101 Life Safety Code

BPR's staff is active with California Fire Prevention Officer's Association, as well as local chapters of International Code Council Building Officials Organizations throughout the State of California.

Energy Compliance

Our engineers and plans examiners are up to date on all California Energy Code requirements as they relate to both new and remodel construction for all project types. Our staff have experience verifying California Energy Code requirements for projects located within all climate zones. The Energy Efficiency Standards for Residential and Non-Residential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards have been updated since that time to address a multitude of building components, systems and equipment with the goal of having new and updated buildings be more energy efficient, comfortable for building occupants, and less reliant of fossil fuels.



Green Building Standards

BPR's plans examination staff have a working knowledge of the proper incorporation of CALGreen building criteria into project designs and the resulting potential impact of these standards related to building code compliance and the environment. Our plans examiners will review project documents to verify compliance with adopted Green Building Code Standards as required by state law and local amendments and ordinances.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design methodologies, construction, operations, and building maintenance. LEED certification consists of a variety of rating systems applicable to multiple building types including commercial as well as residential. Ratings reflect a measure of how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO2 emissions reduction, indoor environmental quality, energy usage and the projects impact on the local environment.

Access Compliance & CASp Review

All BPR CASp-certified plan review and inspection professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our staff are experts in the industry, maintaining appropriate certifications demonstrating their expertise, and are experienced providing services for building departments in a seamless manner balanced and in coordination with our client's expectations and needs. We work collaboratively with our clients to address accessibility plan review and inspection related issues as efficiently as possible.



Our plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance requirements and are available for plan review and/or inspection services. We offer support to municipalities for compliance enforcement and/or developing transition plans. We can assist our clients in researching and providing interpretations of various specific issues related to access compliance including access compliance obligation, transition plan development, construction costs and phasing, and regulation interpretations.

Flood Zones

BPR's staff of engineers and plans examiners have experience in providing plan reviews for projects located in FEMA designated flood zones and areas prone to flooding. BPR Consulting Group's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as locally adopted ordinances. Additionally, members of our team have participated in state-sponsored committees to establish guideline and building code requirements for projects planned in areas designated as flood zones.

OSHPD 2, 3 & 5

BPR Consulting Group's staff of plans examiners and building inspectors have extensive experience providing plan review and inspection services for OSHPD 2, 3 and 5 projects. **BPR staff members have successfully plan reviewed many OSHPD3 hemodialysis centers, outpatient surgery centers, hyperbolic chamber wound care facilities, and acute psychiatric facilities. BPR maintains an OSHPD certified inspectors on staff specifically to provide inspection services for OSHPD 2, 3, and 5 projects during construction.** Our staff is well versed with the OSHPD 2, 3 and 5 requirements included in the California Building Code. Our inspection staff has recent experience providing inspection services for hemodialysis, outpatient surgery, hyperbolic chamber, medical clinics and acute psychiatric facilities.

Customer Service | Responsiveness

BPR's staff is always available and willing to discuss plan review issues for projects that we have reviewed with Building Division staff, applicants, designers and contractors via in-person or electronic meetings, telephone, or e-mail as required to resolve plan review related issues. We maintain Microsoft Teams, Zoom and GoToMeeting accounts to foster efficient communication with project proponents regardless of their physical location. Voice



mails and e-mails will be responded to the same day they are received, if possible, always within 24 hours.

BPR's staff when not available immediately, will respond within one business day to questions from the Building Official or inspection staff which may be generated during field inspections of projects which were reviewed by BPR staff.

On-Site Consultant Services & Meeting Attendance

Our plan review staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel in person or virtually as needed. We understand, fully grasp, and utilize the efficiency afforded by the many electronic meeting platforms that have become available in recent years. We find electronic meeting platforms such as Microsoft Teams, Zoom, and others allow for efficient and constructive communication between parties located throughout the United States and are an efficient tool for resolution of challenging issues both during plan review and field inspections. Our staff is available to meet with the City, project applicants and their design teams either in person or via electronic platform to resolve plan review issues efficiently and collaboratively.

Electronic Document Review

BPR's staff are thoroughly experienced providing electronic plan review and will perform electronic plan reviews as requested by the City using a format that is acceptable to the City. BPR will comply with the City's established policies and procedures for electronic plan reviews. BPR maintains an efficient cloud-based, electronic-document, submittal system for receiving and sending large electronic document files. Our electronic document portal utilizes a **ShareFile** system to allow permit applicants and client staff the ability to upload construction documents for our plan review services. We are also able to use **Dropbox** to share and collaborate with the City. Multiple BPR clients allow our staff direct access to their Accella system in order to download assigned plan review documents and to update project status upon completion of their reviews.

BPR has provided electronic plan review services, serving building departments and other public agencies with efficient electronic plan review services. We understand the City utilizes the **Bluebeam** electronic plan review system and we are experienced and prepared to provide electronic plan check services for your community utilizing this same system. We have worked with multiple clients to purchase and deploy Bluebeam software, develop jurisdiction-specific stamps, develop tools to increase efficiencies for electronic plan reviews, and participate and provide ongoing training on the use of the software.

Transporting Plans

For paper submittal documents, we will arrange for all pick-up and delivery of the plan review documents from your office at no additional cost. We utilize specific methods for project document pick-up and delivery with the goal of providing same-day service.

Communicating Plan Review Results

Plan review comments, when necessary, will be type written and refer to specific details, drawing or supporting document, and reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, plumbing, mechanical, etc., that can be utilized by clients, designers, contractors, and



owners to understand the noted deficiencies and make necessary corrections to the project documents. At the completion of each plan review cycle, BPR Consulting Group will return a copy of the plan review comment list to the designated applicant and project representative. If requested, we will coordinate plan review re-checks directly with the designated project applicant. Upon completion of the plan review process, we will return completed plan review documents, in either hard copy or electronic format as needed, bearing BPR's plan review stamps and ready for final approval and permit issuance by the jurisdiction.

Standard Plan Review Completion Timeframes

We complete all **plan reviews** within the timeframes shown below for both commercial and residential projects as our standard business practice. We will accommodate any turnaround schedule agreed to with our clients. We can provide expedited plan review services when requested.

Project Type	Maximum Turn Around Time (Business Days)	
	Initial Submittal	Backcheck Reviews
Residential (Single Family)		
New Construction	10	5
Addition	10	5
Remodel	10	5
Residential Solar Projects	3	3
Non-Residential		
New Construction	10	5
Addition	10	5
Remodel, Tenant Improvement	10	5
Large, Complex Commercial or Residential Multi-Family Projects	10	5

BUILDING INSPECTION

BPR maintains the staffing and ability to provide experienced and qualified building inspectors who are appropriately ICC-certified to provide the requested inspection services. If needed, BPR can provide experienced and Certified Building Inspector(s) to perform all building inspections. We understand BPR staff may be required to provide occasional weekend, holiday and after-work hour inspections as requested.

Our inspection staff will perform inspection services to verify that the work of construction is in conformance with the approved project construction documents as well as identifying issues of non-compliance with applicable building codes. Our field inspection services will include inspection of all portions of projects including project sites as applicable. Our building inspectors will write legible and understandable correction

notices and field reports, and will be available to answer in-person, emailed, or telephone inquiries. All inspection personnel assigned will be ICC and/or CASp certified as required.

We understand that many municipalities have amended code sections, policies and ordinances that impact the work that is inspected and shown on approved project plans. Our inspection staff will familiarize themselves with local requirements to ensure that the projects we are inspecting are compliant with local and current code requirements. Specifically, our inspectors will ensure compliance with the applicable provisions of the Title 24 California Building Standards Code, Parts 1 through 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historical buildings.



BPR's ICC/CASp certified inspectors have performed building inspection services on a wide variety of construction projects including master planned developments, single-family production, custom homes, commercial, manufacturing, institutional, assembly, essential service, industrial projects and historically designated buildings. When necessary for large or fast-paced projects, multiple inspectors can be made available. BPR's inspectors will inspect projects to verify conformance with approved project drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for size, setbacks, heights and other applicable requirements. At the completion of inspections, BPR's inspectors will update database information and complete necessary forms and documents as required to provide seamless service.

Inspector Qualifications & Certifications: BPR will work with the City of Fontana to select appropriately qualified inspectors with applicable experience and specific code knowledge based on the types of projects assigned for inspection. All BPR inspectors are ICC-certified, with many maintaining CASp certification. In addition, BPR employs OSHPD certified inspectors available for inspection of OSHPD designated facilities. Qualified inspectors having experience with inspection of new, existing and historical buildings/sites, building code enforcement, will be assigned as appropriate.

Inspection personnel will have the ability to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, permit applicants, homeowners and agency staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building and fire standards. Our inspectors are familiar with most of the common scheduling and tracking systems utilized by building departments and can quickly adapt to your systems and requirements.

Section B

QUALIFICATIONS



BPR Consulting Group was founded by a group of experienced building safety professionals with the sole focus of providing thorough and efficient building department services to support California Building Departments. Our leadership team collectively possesses *more than 100 years of experience* providing building safety services to cities, counties, state agencies and other municipal agencies throughout California and the western United States. Our focus is to support California building departments in a professional manner by providing efficient, timely and professional building department plan review and building inspection services for the communities we serve. We have extensive experience providing the requested plan review and building inspection services and presently provide the same services similar to those being requested to over 55 California Building Departments. We are also experienced in providing tailored plan review and inspection services for high profile, unique, and city sponsored capital improvement projects. We have worked with numerous public agencies throughout southern California to provide the same building and safety services that the City is seeking.

Our Building Safety staff includes the following: California licensed structural, civil, mechanical, electrical and fire protection engineers; licensed architects, Certified Access Specialist (CAsp) professionals; ICC-certified building officials, plans examiners, inspectors, permit technicians, and highly experienced administrative personnel.

Building department services we provide to municipalities and agencies include:

- Building plan review services
- Building Inspection services
- CAsp plan review and inspection services
- Civil plan review services
- Fire plan review and inspection services
- Building Permit Technician services
- Building Official services
- Building Department staffing services

Seamlessly integrating municipal service professionals in support of public agencies is BPR Consulting Group's sole purpose and the basis on which we were founded. **Unlike many of the large national firms BPR is not distracted by multiple unrelated service lines, BPR's sole focus is to support California building departments in the delivery of high quality, efficient, and thorough building department services.** BPR's staff have extensive experience providing the same plan review and Inspection services as being requested by the City of Fontana to communities of comparable size throughout California. Our focus is to support California building departments in a professional manner allowing our clients the ability to provide efficient, timely and professional services for their communities. We have extensive local experience providing all aspects of plan check and building inspection services in support of local building departments, similar to those being requested by the City of Fontana.

RECENT RELATED EXPERIENCE

The following is a small sampling of local projects for which BPR has successfully provided PLAN REVIEW services similar to those being requested by Fontana.

CITY OF GARDENA

Crenshaw 5-Story Apartment Complex

BPR's staff provided complete building department plan review services for this new 5-story, 203,055 SF apartment complex which sits atop a 3-story podium. The mixed-use podium structure is Type I-A construction and fully fire sprinklered and the apartment units above the podium are Type III-A construction and are also fully fire sprinklered. This is the first use of podium style construction within the City of Gardena.



Industrial Warehouse with MEPS

BPR's staff provided building department services for The OMP Gardena Industrial Center project consisting of a new 190,860 S.F., one story office warehouse building and warehouse, along with associated site improvements. The proposed building will be of Type IIIB Construction with Groups S-1 and B Occupancies and will be fully fire sprinklered. Site improvements include landscaping, parking lots with accessible parking and paths of travel, signage, retaining walls, concrete ramps, exterior stairs, accessible curb ramps, trash enclosures, screen walls and detention pond.



Senior and Aquatics Center

BPR's staff provided The City of Gardena a Senior and Aquatics Center Building which consists of a two-story building for the senior center and a single-story pool equipment building. As part of this project, there will be a new pool structure building for the community. The proposed buildings will be of Type VB Construction with Groups A-3, B and S-1 Occupancies and will be fully fire sprinklered. Site improvements include landscaping, parking lots with accessible parking and paths of travel, signage, BBQ and picnic area, trash enclosure and perimeter fencing.



CITY OF ONTARIO

New Fire Station Building

BPR Consulting Group provided complete building department plan review services for a new Fire Station Building in the City of Ontario. This mixed occupancy building included Occupancy Type B (4,432 S.F.), Type S-2 (14,112 S.F.), and Type R-2 (9,291 S.F.) for a total area of 27,835 square feet. This two-story, sprinklered building utilized Type V-B Construction and included staff living quarters, office functions and apparatus bays.



Raising Cane Restaurant

BPR Consulting Group provided complete building department plan review services for this new fast service restaurant located in the City of Ontario. This fully fire sprinklered 3,449 S.F. building is Occupancy Group A-2 with Type V-B Construction. This fully accessible building included exterior site improvements, a dining area, sales counter, restrooms, storage areas, and commercial kitchen with grease hood, fire suppression system, and make up air units.



New Multi Family Complex

BPR Consulting Group provided complete building department plan review services for this new 48-unit multi-family apartment complex located in the City of Ontario. This project consisted of four two-story, sprinklered buildings with stucco exteriors and concrete tile roofing. The buildings structural systems utilized platform framing with prefabricated roof and floor trusses, panelized horizontal floor and roof diaphragms, with wood shear walls. The buildings were of Occupancy Group R2 and utilized Type V-B Construction with a total area of 12,690 S.F per building.



Emporia Place

BPR Consulting Group provided complete building department plan review services for phase one of this new multi-phased residential complex. Phase one included the construction of two, three-level, residential buildings of Occupancy Group R-2 and one community building of Occupancy Group A-3. The new three-level residential buildings utilized Type V-A Construction and were fully fire sprinklered with a total building area of 58,698 S.F. The 1,921 S.F. Community Building utilized Type V-B Construction. The building's structural systems utilized platform framing with prefabricated roof and floor trusses, panelized horizontal floor and roof diaphragms, with wood shear walls. All buildings included stucco exteriors with lap siding accents and concrete tile roofing.



CITY OF MONTEREY PARK

Costco Warehouse & Fuel Station

BPR's staff provided building department plan review services on behalf of the City of Monterey Park for the new Costco Warehouse and Fuel Station project. Plan review services included plan review of the non-structural, structural, mechanical, electrical, plumbing, green and energy efficiency improvements associated with the project. The 154,974 SF tilt-up warehouse building utilized Type V-B Construction. The fueling station utilized Type II-B Construction. The building was classified as a Group M Occupancy.



Pacific Plaza Mixed-Use Hotel and Condominium

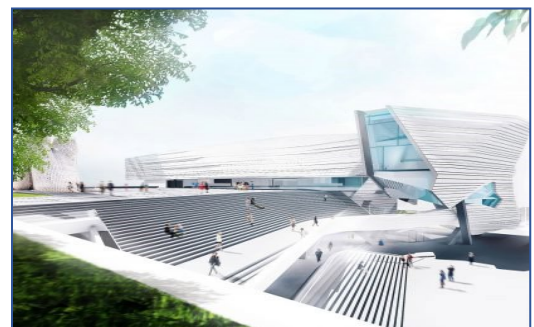
BPR's staff members provided complete building plan review services for the Pacific Plaza Monterey Park project which was designed as a mixed-use project to include Hotel, Condominium and Restaurant uses. The project includes 398,792 SF within five levels above two levels of underground parking. The project utilized Construction Type I-A at the two lower parking levels and Construction Type III-A above the 2nd level. The building includes Occupancy Groups A-2, A-3, M, B and S-2



CITY OF COSTA MESA

Orange County Museum of Arts

BPR's staff members provided plan review services for this two-level state-of-the-art museum, housed within an ultra-modern 52,000 SF building which emulates the art treasures the building was designed to showcase. The building boasts over 25,000 SF dedicated to exhibitions of modern art with the remainder of the building area dedicated to art displays and supporting function uses. A 10,000 SF portion of the interior space was designed to accommodate multipurpose; education and performance uses. The project's design includes a rooftop terrace to accommodate up to 1,000 people for special events and outdoor displays.



JUDICIAL COUNCIL OF CALIFORNIA

BPR principals have been responsible for contracting for and providing plan review services to the Judicial Council of California on numerous new Courthouse Projects and Court Facility Modification projects throughout California since 2008. Below are just two of many completed projects:

Indio Courthouse

BPR principals provided civil, structural, MEP, energy compliance, CTCFS, and CALGreen compliance plan review and on this new 3-story, 53,000 SF building. This building will provide five new courtrooms.



El Centro Courthouse

BPR principals provided civil, structural, MEP, energy compliance, CTCFS, and CALGreen compliance plan review on this new 3-story, 47,000 SF building. This building will provide four new courtrooms.



Below you will find a small sampling of **clients** for which BPR's staff have provided building department support services including the requested **BUILDING INSPECTION** services.

CITY OF ONTARIO

BPR staff provides plan review, **building inspection** and permit technician services to the City. BPR provides services for the community utilizing appropriately qualified and certified plan review, permit technician and inspection staff. BPR presently provides multiple highly qualified and CASp certified inspection staff to support the city's inspection needs and multiple ICC Certified permit technicians to support the city's permitting services. BPR provides plan review services for all types of projects including residential, multi-family, commercial and industrial projects including plan review of associated grading. Through BPR's services, the City is able to maintain efficient and timely plan review, inspection, and permit technician services for all ongoing construction projects.

CITY OF GARDENA

BPR provides Building Official, plan review, **building Inspection**, and permit technician, services for the City of Gardena. BPR implemented building inspection services to eliminate a three-week inspection backlog. We added inspection staff to eliminate the inspection backlog then reduced staff to a level necessary to meet daily inspection service requirements. We provide all plan review services to support the building department. We also provide on-site and remote permit technician services.

CITY OF ARROYO GRANDE

BPR staff provides Building Official, plan review, **building Inspection**, and permit technician services to the City of Arroyo Grande. BPR addresses all inspection needs for the community utilizing the services of appropriately

qualified and certified inspection staff. Through BPR's inspection services, the City is able to maintain next-day inspections for all ongoing construction projects. We also provide plan review for all submitted projects including residential fire sprinkler plan review and inspection services in addition to remote permit technician services using highly qualified, ICC Certified and customer focused staff.

CITY OF CHINO HILLS

BPR recently worked with the city to provide experienced and qualified **Inspection** staff to support the City's building department inspection needs.

CALIFORNIA CONSTRUCTION AUTHORITY

The California Construction Authority serves as the building department for fairgrounds throughout California. BPR's Staff provides plan review and **building inspection** services on behalf of the California Construction Authority for fairgrounds throughout Southern CA insuring safe buildings and facilities. Projects include multiple assembly occupancies, entertainment venues, agricultural facilities, tenant improvements with extensive electrical and accessibility upgrades, and remodel projects for many existing facilities located throughout Southern California and the Inland Empire.

COUNTY OF MADERA

BPR staff provides plan review, **building inspection**, and permit technician services utilizing multiple experienced and highly qualified staff allowing the county to meet their significant plan review and inspection workload. Immediately upon selection BPR provided qualified building inspection staff as needed to reduce inspection service overloads and to ensure the county's commitment to next day inspection services are maintained. In addition to plan review services BPR provides Inspector of Record, IOR, services for multiple county sponsored capital improvement projects including the ongoing hall of justice, new fire station, and engineering office tenant improvement projects. We also provide remote permit technician services to the County using highly qualified, ICC Certified and customer focused staff.

CITY OF SACRAMENTO

BPR's staff provides in-house plan review, out-sourced plan review, **building inspection** and permit technician services. In addition, BPR staff provided in-house plan review training for the City of Sacramento plan review staff. Types of projects reviewed and inspected include residential, multi-family, commercial, and multi-story story projects including mid-rise and high-rise projects, institutional projects, industrial projects, retail buildings and medical office buildings.

ADDITIONAL CALIFORNIA COMMUNITIES

BPR staff have provided and managed building and fire plan review and **building inspection** services on an as needed basis for multiple California building departments including the cities of Costa Mesa, Rancho Palos Verdes, Eastvale, Inglewood, Compton, Newport Beach, Corona, Anaheim, Yorba Linda, Fairfield, Davis, Atherton, Placerville, Folsom, Rancho Cordova, South Lake Tahoe, and the Counties of Riverside, San Bernardino, Fresno, Marin, Napa, Butte, Nevada, Placer, El Dorado, Alpine, and Siskiyou.

MANAGEMENT TEAM

The founders of BPR share the values of providing quality services and a very high level of customer service to our clients. Our focus is to support California building departments in a professional manner allowing our clients to provide efficient, timely and professional building safety services for the communities they serve. As demonstrated by the brief biographies below, we have a highly qualified and experienced team of building safety professionals available to provide timely and high-quality plan review and building inspection services to the City.

We have identified **Ron Beehler, SE, CBO** as **Principal-in-Charge** to serve the City of Fontana. Ron will serve as your primary contact throughout the RFP process, will manage all contract and billing issues and will be the individual authorized to negotiate and execute the Consultant Services Agreement with the City. **Mark Berg, Master Code Professional**, will serve as Project Manager and will be your primary representative throughout the term of the contract and will manage the successful delivery of services. **Bill Rodgers, SE** will serve as Plan Review Manager to ensure all plan reviews are performed efficiently, consistently and on schedule.

A brief introduction to Ron, Mark and Bill is below. In the following section, **Section C, Personnel**, you will find details related to the experience and **licenses and certifications** of the plans examination and inspection staff selected to serve the City of Fontana. **The team proposed to serve the City are highly capable of providing the requested services and possess the appropriate licenses and certifications, including Structural Engineers, Architects, a Master Code Professional, OSHPD, and CASp certified personnel.** Complete **resumes** of the management team and staff have been included in the **Appendix**.

Ron Beeler, SE, CBO

PRINICPAL-IN-CHARGE



Ron is licensed as a Civil and Structural Engineer in California and Nevada, certified by the International Code Council as a Building Official, Plans Examiner and Building Inspector. Ron is uniquely qualified to evaluate and manage all building department services. He utilizes experience gained through more than 35 years of hands-on experience performing life safety, accessibility an

d structural plan reviews to successfully manage building department plan review services, including building department plan review services for high-profile projects on behalf of public agencies throughout California. Ron's experience includes establishing and coordinating on-site building department services for large multi-building projects and unique fast paced development projects. His background includes the position of Chief Building Official with the City of Sacramento directing a staff of 120 engineers, plan reviewers and building inspectors, Chief of Engineering Design and Construction for the California National Guard and Senior Structural Engineer with the Office of Statewide Health Planning and Development (OSHPD). Ron has served as Chief Building Official for multiple California public agencies including interim assignments. Ron will manage all contract and billing issues and will be the individual authorized to negotiate and execute the Consultant Services Agreement with the City. **Years of Experience: 35**

Mark Berg, CBO, MCP, ICC**PROJECT MANAGER**

Mark is an ICC Certified Building Official, Fire Code Official, Plans Examiner, Building Inspector, and **Master Code Professional** with experience performing life-safety, architectural, mechanical, plumbing, electrical, and fire reviews in residential, multi-family and commercial projects. Mark has successfully guided department staff with inspection and plan review of all phases of complex construction projects. He is experienced utilizing building department permit tracking software and managing and performing all common building department responsibilities, including plan review, multi-discipline inspections, plan review and inspection scheduling, field supervision, regulatory compliance, code interpretation, and project acceptance. Mark also possesses exceptional skills in complaint resolution, problem solving, damage assessment and team building. **Years of Experience: 31**

Bill Rodgers, SE**PLAN REVIEW MANAGER | STRUCTURAL PLAN REVIEW**

Bill is a California licensed civil and structural engineer with over 30 years of experience in the field of structural engineering, including over 20 years of experience as a plan review engineer. Bill has worked closely with Building Departments across the State of California, including many years serving the City of West Sacramento, and has assisted government agencies with numerous projects of varying size and type. His wealth of experience includes managing plan review services throughout California and Nevada on behalf of public agency clients and performing structural plan review for commercial and residential projects. Bill will serve as the City's Plan Review Manager. **Years of Experience: 30**

Section C

PERSONNEL

The Organization Chart below provides an overview of the staff selected to serve the City of Fontana. As a full-service building department consulting firm, BPR maintains a staff of over 70 individuals with the experience, aptitude, and qualifications to perform all aspects of the plan review and inspection services the City is requesting.



STAFF BIOGRAPHIES

Our focus is to maintain the highest and best qualified building department staff in the industry. BPR's staff has a proven track record of providing high quality and timely services on behalf of the public agencies we serve. Below you will find brief biographies of the team proposed to serve the City.

Roger Peterson, SE

STRUCTURAL PLAN REVIEW

Roger is a California licensed civil and Structural Engineer, and an experienced building safety professional with 35 years of experience in structural design and building plan review. Roger has designed and provided plan review services for single and multi-story steel, and concrete-framed buildings, as well as structures utilizing timber, and masonry framing systems. Roger's experience includes plan review of numerous high-profile and fast paced multi-story building projects for multiple public agency clients including management of inspection programs for these same types of projects. Roger utilizes his detailed code knowledge, extensive design experience and on-site construction project experience to ensure accurate, thorough, and timely plan review and inspection services on behalf of municipal client agencies. **Years of Experience: 35**

Elena Hartsough, SE

STRUCTURAL PLAN REVIEW

Elena is a California licensed structural engineer with over 18 years of experience plan reviewing and designing building structures utilizing the California building codes, from small home renovations to large warehouse spaces, custom homes and steel and concrete framed buildings. Elena's strengths include experience with multiple building materials including wood, light-gage, masonry, steel and concrete; knowledge of the California Building Code and proficiency in relevant software programs including Enercalc, SAP2000, L-Pile and AutoCAD. **Years of Experience: 18**

Joseph Leonard, SE

STRUCTURAL PLAN REVIEW

Joseph has 20 years of experience as a structural engineer experienced with light framed construction, including single family dwellings, commercial buildings, and public schools, throughout California. Joe is an accomplished structural plans examiner having reviewed all types of projects to verify compliance with California Building Code requirements. Joe utilizes his skills and experience to provide efficient and transparent plan reviews in support of our clients plan review operations. Joe is personable and works closely with project applicants to successfully address and resolve identified plan review issues. **Years of Experience: 30**

Charles Nganga, SE

STRUCTURAL PLAN REVIEW

Charles is a California Licensed Structural engineer with a Master of Science degree in Civil Engineering from California Polytechnic State University in San Luis Obispo. He is also a certified ICC plans examiner with nearly 10 years of experience. His work experience, excellent education and solid commitment to the industry has enabled Charles to develop a solid track record of consistently providing clients with exceptional service. Charles shares his skill and knowledge with other building safety professionals by developing and teaching building code related classes. **Years of Experience: 10**

Jerome Hoberg, AIA, CAspARCHITECT

Jerome is a licensed architect and CAsp certified professional with over 39 years of experience in both the public and private sectors. His in-depth familiarity and understanding of building codes and regulations coupled with his hands on experience in design development, construction documentation and plan review makes him an asset to building projects of all types. **Years of Experience:** 39

Kyle Hansen, PESTRUCTURAL PLAN REVIEW

Kyle is a California Licensed Civil Engineer with relevant experience providing plan review services to California public agencies to ensure compliance with all relevant and applicable building codes, ordinances and requirements. Kyle offers incredible attention to detail and an admirable focus on customer service. **Years of Experience:** 7

Chandra Desai, PESTRUCTURAL PLAN REVIEW

Chandra is a California Licensed Civil Engineer with over 35 years of experience in structural engineering, which includes the design of structures for residential, commercial and industrial facilities. He has over 16 years of experience providing plan review, permit processing and field issue resolution for all types of buildings. **Years of Experience:** 35

Peter Simonsen, PECIVIL ENGINEER

Peter is a California Licensed Civil Engineer with relevant experience providing plan review services to California public agencies to ensure compliance with all relevant and applicable building codes, ordinances and requirements. Peter brings careful attention to detail and a clear focus on customer service. Peter focuses primarily on structural review as he works towards becoming a licensed structural engineer. **Years of Experience:** 5

Denise Reese, CBO, ICCPLAN REVIEW

Denise is an ICC Certified Chief Building Official and Life Safety Plans Examiner. She has experience performing life-safety, architectural, mechanical, plumbing, electrical, and minimal structural reviews in residential, multifamily and commercial projects, including OSHPD-3 licensed facilities. This valuable experience is also evident in that Denise specializes in working with applicants, designers and jurisdictions, having successfully served multiple California communities. **Years of Experience:** 15

David Castillo, ME, FPEPLAN REVIEW

David brings more than 35 years of breadth, depth, and knowledge of mechanical engineering, design, and plan review to any project. A California licensed professional Mechanical Engineer and Fire Protection Engineer, his expertise encompasses HVAC, Plumbing, Medical Gases, and Fire Sprinklers. David's background includes mechanical engineering, design, and plan review on Central Treatment Centers, Substance Abuse Treatment Facilities, Inpatient Mental Health Clinics, and Inmate Housing Units for the Department of Corrections. He has engineered and designed Acute Care Hospitals, Skilled Nursing Facilities, Surgery Clinics, Psychiatric Hospitals, Pharmaceutical Plants, Industrial Plants, Educational Facilities, and Hi-Rise Commercial Buildings. **Years of Experience:** 36

Thomas Trimberger, ME, CBO, ICC

PLAN REVIEW

Thomas has more than 30 years of experience working within building departments both successfully providing and supervising virtually all building department functions. Thomas is a CA Registered Mechanical Engineer, ICC Certified Building Official, Plans Examiner and Building Inspector. His extensive experience and knowledge enable him to provide excellent services to our clients. Thomas is skilled at developing relationships with developers, designers and the community to ensure plan reviews, inspections and development review functions are performed in an effective and efficient manner. He continuously assists clients by providing guidance and education on the construction and inspection process. Always helpful, personable, professional and successful in delivering a high level of customer service. **Years of Experience:** 30

Jingpei Zhang, EE

PLAN REVIEW

Jingpei is a licensed electrical engineer in California and has over 30 years of experience. He holds a master's degree in Electrical and Electronic Engineering. His extensive experience in designing a variety of facilities and systems lends to his ability to provide excellent plan review services. His experience includes the design of electrical distribution systems for healthcare centers, data centers, commercial and industrial building and educational facilities. **Years of Experience:** 30

Jerry Schreiber, EE, ICC

PLAN REVIEW

Jerry has more than 40 years of electrical industry experience. He is a licensed electrical engineer in California and Hawaii and is certified by the International Association of Electrical Inspectors as an Electrical Plans Examiner and Electrical Inspector. Jerome's experience is wide and varied, having provided engineering services to the military, public utilities, private organizations and municipal agencies. **Years of Experience:** 40

Rick Maddox, ICC

PLAN REVIEW

Richard brings over 25 years of experience in all aspects of plan review and building inspections. Richard provides accurate and complete electrical plan reviews of residential and commercial buildings. While working for Clark County Building Department, Richard represented his department for multiple years at all electrical industry events such as IAEI, IEEE, AGC, NEMA, ABC, SNHBA and IBEW. Richard maintains his electrical plan review and inspection skills by regularly participating in industry and code related training and attending electrical safety and electrical industry symposiums. **Years of Experience:** 27

Kevin Brenton, CBO, CASp, ICC

PLAN REVIEW

Kevin is a California Certified Building Official, a CASp professionals and Commercial Combination Building Inspector with over 24 years in the construction and inspection industry combined. He is an active local chapter member of the International Association of Plumbing and Mechanical Officials and active member in the local chapter of International Code Council. **Years of Experience:** 24

Sharon Vanderpool, ICC

PLAN REVIEW

Sharon is a proficient building plans examiner with over seven years of experience with residential construction projects and permitting. She is well-versed in the design and plan review process, municipal submittal requirements, and building permit procurement. **Years of Experience:** 7

Tammie Rikard, ICC

PLAN REVIEW

Tammie has 30 years of experience in municipal government, performing a wide range of functions in Community Development; Building and Planning Divisions. Her education, certifications and experience provide her with a well-rounded and broad-based capability to deliver excellent customer service in all capacities of permit center management, building code administration, plan review and field inspection within a development services department. **Years of Experience: 30**

Nathan Saracino, ICC

PLAN REVIEW

Nathan has over 15 years of experience in the construction / building industry with a strong proven knowledge of Federal, State, and local laws, codes and ordinances as they relate to building construction. He is fully versed in the accepted safety standards, testing procedures and methods of construction. He possesses the ability to read and interpret various codes and to apply good judgment in the enforcement of such. Nathan's hands on experience in the construction field coupled with his knowledge and experience in building inspection and plan review make him an asset to any project he is assigned. He possesses a strong work ethic, proactive problem-solving approach and is a valuable team player. **Years of Experience: 15**

Andrew Burke, CASp, ICC

PLAN REVIEW

Andrew is a Certified Access Specialist and ICC certified Plans Examiner with more than 17 years of industry experience in plan review, inspection, administration and estimating. Andrew has extensive plan check experience in multi-story mixed use projects and provides in-depth review of accessibility issues to ensure compliance with all California Building Codes. His CASp certification provides him the ability to ensure all aspects of accessibility have been achieved. His formal training in ICC codes, as well as on-the-job experience, helps him to provide thorough and accurate commercial and residential plan reviews and inspections. Andrew is an excellent asset to any building department both in the office and out in the field. **Years of Experience: 10**

Rick Mauldin, CASp, ICC

PLAN REVIEW

Rick is a skilled Plans Examiner and Inspector for major multi-discipline and multi-level building projects, known for providing inclusive plan examinations and support to fellow co-workers and various jurisdictional building staff. As a Building Official, Senior Plans Examiner and Senior Inspector, Rick has 37 + years of management, inspection, contracting, building inspection, and building code compliance review experience, including experience with both a city agency and the private sector. **Years of Experience: 37**

Russell Blair, ICC

FIRE PLAN REVIEW

Russell brings more than 40 years of experience as a career member of the fire service. He has managed and participated in a wide range of projects including plan review, inspection, hazard analysis, fire investigation, fire suppression, hazardous materials response, emergency medical services, policy development, and curriculum development. Russ is a four-time graduate of the National Fire Academy in Emmitsburg, Maryland, specializing in the Fire Prevention Management Curriculum. He currently provides fire protection plan review services to building and fire departments throughout California. **Years of Experience: 40**

Melissa Vink, CSFM

FIRE PLAN REVIEW

Melissa is a results-driven professional with over 15 years of experience in the fire service, including seven years as a hospital-based fire inspector. She was appointed as a Designated Campus Fire Marshal from the California State Fire Marshal's Office and is highly efficient in performing fire inspection and plan review services for a wide variety of clients and project types. **Years of Experience: 15**

Don Ctibor, PE, QSD

CIVIL PLAN REVIEW

Don is a highly experienced Licensed California Professional Engineer with extensive project experience and management experience. Specific skills include budget strategy, preparation and oversight and implementation of best practices across multiple departments. Knowledgeable in enforcing compliance and minimum standards to safeguard life, limb, health property and public welfare. Don has successfully provided project management expertise for many California clients. **Years of Experience: 16**

Mark Meyers, CBO, ICC

PLAN REVIEW / INSPECTION

For over 30 years, Mark served as a Building Official, Deputy Building Official, Building Inspector, Plans Examiner and Permit Coordinator serving multiple California communities. He has implemented permit tracking software for multiple jurisdictions, prepared operating budgets and managed all facets of building department activities. He currently serves as an Inspection Manager and Building Official, supervising plan review, inspection and clerical staff ensuring a high level of customer services and technical excellence for assigned California based clients and projects. **Years of Experience: 31**

Tim Scott, CBO, ICC

PLAN REVIEW / INSPECTION

For the past 20 years Tim has provided building safety services on behalf of California communities. Tim has served in the capacity of Deputy Building Official, Plans Examiner and Building Inspector on behalf of multiple California communities. His experience as a Deputy Building Official exposed him to the many facets of managing a Building Department and allowed him to develop the exceptional organizational and management skills necessary to provide superior services to the communities he serves. Tim's experience includes plan review and inspection for all types and sizes of projects including residential, multi-family, commercial, institutional, and industrial projects. He is familiar with multiple permit tracking software systems utilized by jurisdictions and has managed all facets of building department services. Tim currently utilizes his skills as a Building Official, Plans Examiner and Building Inspector to benefit California communities. **Years of Experience: 22**

Rick Walters, CASp, LEED, CBO, ICC

PLAN REVIEW / INSPECTION

Rick has over numerous years of experience in the construction industry with over 30 of those years in the building inspection industry. Rick has experience as a building official and inspector. He has provided senior inspector services in disaster zones for floods and wildfires which required communication with the National Guard, elected officials and law enforcement. Additionally, Rick is experienced in inspection management, council meetings, planning meetings, city and county design review meetings, field inspections, permit tracking and issuance, record keeping, construction techniques, and office procedures. **Years of Experience: 33**

Joe Guajardo, ICC

INSPECTION

Joe is a building inspector with over 43 years of experience in the construction industry. He has extensive experience that involves all aspects of construction ranging from Superintendent to Lead Inspector. He has performed various inspection services on all project types including those requiring **OSHPD expertise**. Joe is bilingual in Spanish and consistently provides excellent customer service to architects, contractors and clients. **Years of Experience: 43**

Candido Tapia, ICC

INSPECTION

Candido has 11 years of experience working in the building industry with various specialties. He is an ICC commercial certified building inspector, a residential combination inspector, and has a CalFire Fire Sprinkler Fitter certification. Candido is well versed in reviewing construction sites, plans, permits, and licenses and has a strong history of helping contractors and owners resolve problems with safe and compliant strategies. **Years of Experience: 11**

Gabriel Argueta, CASp, ICC

INSPECTION

Gabriel has 45 years of experience in the construction industry. He is an ICC certified inspector with experience providing building, mechanical, electrical and plumbing inspections on residential and commercial projects. Gabriel is also a certified CASp expert and has provided CASp inspections as well as provided CASp design as a consultant. He provides Building Department inspection services to ensure projects are built in accordance with approved plans, specifications and specified codes. Gabriel brings considerable experience from working for several California based construction companies. **Years of Experience: 45**

Michael Koch, CBO, ICC

INSPECTION

Mike has over 30 years of experience within the building safety industry. Throughout his career Mike has provided all building department services. Mike is an experienced Building Official, an accomplished Plans Examiner and has provided building inspection services for many years serving multiple California communities. Mike approaches every inspection assignment with a positive, 'how can I approve this project' mindset making him a valuable resource to the communities he serves. **Years of Experience: 30**

Isidoro Zapien, ICC

INSPECTION

Isidoro is an Inspector with 25 years of experience in the construction industry. He has extensive experience and is currently certified in structural steel and welding, high strength bolting, spray applied fireproofing, structural masonry and reinforced concrete. Isidoro is also nuclear gauge certified with experience in soils and asphalt. He has performed various inspection services including quality assurance and quality control to ensure projects were built in accordance with approved plans, specifications and specified codes. **Years of Experience: 25**

Landon Collins, ICC

INSPECTION

Landon has 17 years of experience in the construction industry. He is an ICC certified inspector with experience providing building, mechanical, electrical and plumbing inspections to residential projects well as providing commercial building inspections for Cities and Counties. He provides Building Department inspection services to ensure projects were built in accordance with approved plans, specifications and specified codes. Landon also brings considerable experience from working for several construction companies in the Southern California Region. **Years of Experience: 17**

Christian Cieslewicz, ICC**INSPECTION**

Christian has over 17 years of experience in the construction industry. He is an ICC Combination Building Inspector with experience providing building, mechanical, electrical and plumbing inspections for residential and commercial projects. He provides building inspection services to ensure projects are built in accordance with approved plans, specifications and specified codes. Christian also brings considerable experience gleaned from working as a Journeyman Electrician and Journeyman Carpenter. **Years of Experience: 17**

LICENSES AND CERTIFICATIONS

All of our staff maintain appropriate certifications or professional licenses for the services they provide. We encourage our staff to continually obtain additional certifications and support ongoing training and education for our staff. Below you will find the extensive licenses and certifications that our proposed staff hold.

Name / Role	Current Licenses and Certifications	License/Cert Number(s)	Expiration Date
Ron Beehler, SE, CBO, ICC <i>Principal-in-Charge</i>	CA Registered Professional Civil Engineer	CE39404	12/31/2023
	CA Registered Professional Structural Engineer	SE3632	12/31/2023
	NV Registered Professional Civil Engineer	CE019992	12/31/2024
	NV Registered Professional Structural Engineer	SE019992	12/31/2024
	CABO Certified Building Official	1492	---
	ICC Certified Building Official	801789	05/11/2024
	ICC Building Code Specialist	801789	05/11/2024
	ICC Building Plans Examiner	801789	05/11/2024
	ICC Building Inspector	801789	05/11/2024
Mark Berg, ICC <i>Project Manager</i> <i>ICC Master Code Professional</i>	ICC Accessibility Inspector/Plans Examiner	859362	12/11/2025
	ICC Building Code Official	859362	07/14/2024
	ICC Building Code Specialist	859362	07/14/2024
	ICC Building Inspector	859362	07/14/2024
	ICC Building Plans Examiner	859362	07/14/2024
	ICC Certified Building Official	859362	07/14/2024
	ICC Certified Fire Code Official	859362	07/14/2024
	ICC Certified Fire Marshal	859362	10/28/2024
	ICC Combination Dwelling Inspector - Uniform Codes	859362	07/14/2024
	ICC Combination Inspector - Legacy	859362	07/14/2024
	ICC Electrical Inspector	859362	07/14/2024
	ICC Fire Code Specialist	859362	07/14/2024
	ICC Fire Codes and Standards	859362	04/27/2023
	ICC Fire Inspector I	859362	07/14/2024
	ICC Fire Inspector II	859362	07/14/2024
	ICC Fire Plans Examiner	859362	07/14/2024
	ICC Master Code Professional	859362	10/05/2024
	ICC Mechanical Inspector UMC	859362	07/14/2024
	ICC Permit Specialist	859362	10/03/2024
	ICC Permit Technician	859362	10/02/2024
	ICC Plumbing Inspector UPC	859362	07/14/2024
	ICC Residential Combination Inspector	859362	07/14/2024
	ICC Residential Energy Inspector/Plans Examiner	859362	07/14/2024
	ICC Residential Plans Examiner	859362	04/08/2024

Name / Role	Current Licenses and Certifications	License/Cert Number(s)	Expiration Date
Bill Rodgers, SE <i>Plan Review Manager</i> <i>Sr. Structural Engineer</i>	CA Registered Professional Structural Engineer CA Registered Professional Civil Engineer NV Registered Professional Civil Engineer NV Registered Professional Structural Engineer	SE4198 CE50673 CE18427 SE18427	09/30/2025 09/30/2025 12/31/2023 12/31/2023
Roger Peterson, SE <i>Sr. Structural Engineer</i>	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer ID Registered Professional Civil Engineer ID Registered Professional Structural Engineer	CE46096 SE3846 CE8225 SE8225	12/31/2024 12/31/2024 06/30/2024 06/30/2024
Elena Hartsough, SE <i>Structural Engineer</i>	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer	CE67675 S5538	06/30/2025
Joseph Leonard, PE, SE <i>Structural Engineer</i>	CA Registered Structural Engineer CA Registered Civil Engineer	SE5880 CE73026	12/31/2024 12/31/2024
Charles Nganga, SE <i>Structural Engineer</i>	CA Registered Professional Civil Engineer CA Registered Structural Engineer ICC Residential Plans Examiner	C85710 S6913 8325618	09/30/2024 09/30/2024 01/07/2025
Jerome Hoberg, AIA <i>Architect</i>	Architectural License Architectural License CASp-720 (Certified Access Specialist) SAP- Cal OES CA DSW LOCAL NCARB-(National Council of Architectural Registration Boards)	CA-C21242 NV-5282 CASp-720 78843 59308	3/31/2025 8/15/2025
Kyle Hansen, PE <i>Civil Engineer</i>	CA Registered Professional Civil Engineer	CE91071	03/31/2024
Chandra Desai, PE <i>Civil Engineer</i>	CA Registered Professional Civil Engineer	CE47213	12/31/2023
Peter Simonsen, PE <i>Civil Engineer</i>	CA Registered Professional Civil Engineer	CE92616	09/30/2025
Denise Reese, CBO, ICC <i>Non-Structural Plan Review</i>	ICC CALGreen Inspector ICC California Building Plans Examiner ICC Permit Technician ICC Certified Building Official ICC Permit Specialist	8096275 8096275 8096275 8096275 8096275	04/23/2025 04/23/2025 04/23/2025 04/23/2025 04/23/2025
David Castillo, ME/FPE <i>Mechanical, Plumbing and Fire Plan Review</i>	CA Registered Professional Mechanical Engineer CA Registered Fire Protection Engineer	ME31455 FP2013	12/31/2024 03/31/2026
Tom Trimberger, ME, ICC <i>Mechanical, Plumbing and Electrical Plan Review</i>	CA Registered Professional Mechanical Engineer ICC Mechanical Inspector UMC ICC Building Plans Examiner ICC Plumbing Plans Examiner ICC Plumbing Inspector UPC ICC Mechanical Plans Examiner ICC Plumbing Inspector ICC Mechanical Inspector ICC Mechanical Code Official	26359 866408 866408 866408 866408 866408 866408 866408 866408	06/30/2025 05/16/2025 05/16/2025 05/16/2025 05/16/2025 05/16/2025 05/16/2025 05/16/2025 05/16/2025

Name / Role	Current Licenses and Certifications	License/Cert Number(s)	Expiration Date
	ICC Certified Building Official	866408	12/20/2025
	ICC Plumbing Code Official	866408	05/16/2025
	ICC Plumbing Code Specialist	866408	05/16/2025
	ICC Mechanical Code Specialist	866408	05/16/2025
Jingpei Zhang, EE, ICC <i>Electrical Engineer</i>	CA Registered Professional Electrical Engineer NCCER HVAC Level IV Certification NCCER Plumbing Level IV Certification NCCER Building Maintenance Level III Certification NCCER Carpentry Level IV Certification NCCER Solar Photovoltaic Level I Certification NCCER Wind Power Level I Certification NCCER Green Technology Level I Certification NCCER Weatherization Technician Level I Certification	EE16243	12/31/2024
Jerry Schreiber, EE, ICC <i>Electrical Engineer</i>	CA Registered Professional Electrical Engineer HI Registered Professional Electrical Engineer ICC CA Commercial Building Inspector ICC CA Commercial Mechanical Inspector ICC CA Commercial Plumbing Inspector ICC CA Residential Mechanical Inspector ICC CA Residential Plumbing Inspector ICC Commercial Building Inspector ICC Mechanical Inspector ICC Plumbing Inspector ICC Plumbing Inspector UPC	EE12290 EE13259 879275 879275 879275 879275 879275 879275 879275 879275 879275 879275	09/30/2024 n/a 07/27/2024 07/27/2024 07/27/2024 07/27/2024 07/27/2024 07/27/2024 07/27/2024 07/27/2024 07/27/2024 07/27/2024
Rick Maddox, ICC <i>Electrical Plan Review</i>	ICC Building Inspector ICC Combination Inspector ICC Combination Inspector – Legacy ICC Electrical Inspector ICC Mechanical Inspector ICC Mechanical Inspector UMC ICC Plumbing Inspector ICC Plumbing Inspector UPC ICC Master Electrician (NV) ATC 20 Post Disaster Training	848507 848507 848507 848507 848507 848507 848507 848507 848507 000-001221	12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 ---
Kevin Brenton, ICC <i>Non-Structural Plan Review & Building Inspector</i>	ICC Commercial Plumbing Inspector ICC Residential Plumbing Inspector ICC Commercial Building Inspector ICC Residential Building Inspector ICC Commercial Electrical Inspector ICC Residential Electrical Inspector ICC Commercial Mechanical Inspector ICC Building Inspector ICC Electrical Inspector ICC Plumbing Inspector ICC Commercial Combination Inspector ICC Building Plans Examiner ICC Management Module	8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529	12/23/2024 12/23/2024 12/23/2024 12/23/2024 12/23/2024 12/23/2024 12/23/2024 12/23/2024 12/23/2024 12/23/2024 12/23/2024 12/23/2024 12/23/2024 10/10/2023

Name / Role	Current Licenses and Certifications	License/Cert Number(s)	Expiration Date
	ICC Certified Building Official	8259529	04/11/2025
	ICC Building Code Specialist	8259529	04/11/2025
	Certified Access Specialist (CASP)	CASP-964	08/04/2024
	Licensed General Contractor	B-88891	
	Journeyman Electrician, 2002		
Sharon Vanderpool, ICC <i>Fire & Life Safety Plan Review</i>	ICC Building Plans Examiner	8789037	07/03/2025
	ICC Residential Plans Examiner	8789037	07/03/2025
	ICC Residential Building Inspector	8789037	07/03/2025
	ICC Plumbing Plans Examiner	8789037	07/03/2025
Nathan Saracino, ICC <i>Non-Structural Plan Review</i>	ICC Residential Plans Examiner	9518768	10/26/2026
	ICC Residential Building Inspector	9518768	03/26/2026
	ICC Residential Mechanical Inspector	9518768	08/18/2026
	ICC Residential Plumbing Inspector	9518768	10/15/2026
	ICC Residential Electrical Inspector	9518768	12/02/2024
	ICC Residential Combination Inspector	9518768	12/03/2024
	CA General Contractor, Class B	B881390	
Andrew Burke, CASp, ICC <i>Certified Access Specialist Fire & Life Safety Plan Review</i>	Certified Access Specialist	CASP-710	08/12/2025
	ICC Building Plans Examiner	8250398	01/07/2025
	ICC Residential Plans Examiner	8250398	01/07/2025
	ICC Commercial Building Inspector	8250398	01/07/2025
	ICC Residential Combination Inspector	8250398	01/07/2025
	ICC Permit Technician	8250398	01/07/2025
Rick Mauldin, CASp, ICC <i>Certified Access Specialist Non-Structural Plan Review</i>	Commercial Mechanical Inspector	1064528	07/14/2024
	Combination Inspector	1064528	07/14/2024
	Residential Mechanical Inspector	1064528	07/14/2024
	Commercial Electrical Inspector	1064528	07/14/2024
	California Combination Inspector	1064528	07/14/2024
	Commercial Plumbing Inspector	1064528	07/14/2024
	Residential Electrical Inspector	1064528	07/14/2024
	Building Plans Examiner	1064528	07/14/2024
	California Commercial Building Inspector	1064528	07/14/2024
	Electrical Inspector	1064528	07/14/2024
	Accessibility Inspector/Plans Examiner	1064528	07/14/2024
	California Commercial Plumbing Inspector	1064528	07/14/2024
	California Residential Electrical Inspector	1064528	07/14/2024
	Commercial Building Inspector	1064528	07/14/2024
	Mechanical Inspector	1064528	07/14/2024
	California Residential Building Inspector	1064528	07/14/2024
	California Residential Plumbing Inspector	1064528	07/14/2024
	Plumbing Inspector	1064528	07/14/2024
	California Commercial Mechanical Inspector	1064528	07/14/2024
	Residential Plumbing Inspector	1064528	07/14/2024
	California Building Plans Examiner	1064528	07/14/2024
	California Residential Mechanical Inspector	1064528	07/14/2024
	Building Inspector	1064528	07/14/2024
	Residential Building Inspector	1064528	07/14/2024
	California Commercial Electrical Inspector	1064528	07/14/2024

Name / Role	Current Licenses and Certifications	License/Cert Number(s)	Expiration Date
	California Commercial Combination Inspector	1064528	07/14/2024
	California Residential Combination Inspector	1064528	07/14/2024
	Residential Combination Inspector	1064528	07/14/2024
	Commercial Combination Inspector	1064528	07/14/2024
Tim Scott, CBO, ICC <i>Non-Structural Plan Review</i>	ICC Certified Building Official	5087217	07/13/2024
	ICC Building Code Specialist B8	5087217	07/13/2024
	ICC California Building Plans Examiner I6	5087217	07/13/2024
	ICC California Residential Combination Inspector J5	5087217	07/13/2024
	ICC California Residential Inspector J1	5087217	07/13/2024
	ICC California Residential Electrical Inspector J2	5087217	07/13/2024
	ICC California Residential Plumbing Inspector J3	5087217	07/13/2024
	ICC California Residential Mechanical Inspector J4	5087217	07/13/2024
	ICC California Commercial Building Inspector I1	5087217	07/13/2024
	ICC California Commercial Plumbing Inspector I3	5087217	07/13/2024
	ICC California Commercial Mechanical Inspector I4	5087217	07/13/2024
	ICC Accessibility Inspector / Plans Examiner	5087217	07/13/2024
	ICC Plumbing Inspector P5	5087217	07/13/2024
	ICC Building Inspector B5	5087217	07/13/2024
	ICC Building Inspector UBC	5087217	07/13/2024
	ICC Mechanical Inspector M5	5087217	07/13/2024
	ICC Mechanical Inspector UMC	5087217	07/13/2024
	ICC Building Plans Examiner B3	5087217	07/13/2024
	ICC Plumbing Inspector UPC	5087217	07/13/2024
Melissa Vink <i>Fire Plan Review</i>	CSFM Plans Examiner 1A, 1B, 1C		
	CSFM Fire Inspector 1		
	Hazardous Materials First Responder		
	Fire Alarm Plan Review		
	Fire Prevention 3B		
	Fire Inspector 1A, 1B, 1C		
	Fire Inspector 2A, 2B, 2C		
Russell Blair, ICC <i>Fire Plan Review</i>	ICC Fire Plans Examiner	8092477	09/01/2026
	CA Certified Firefighter, 1986, 011770		
	CA Fire Prevention 1A, 1990		
	CA Fire Prevention 1B, 1993		
	CA Fire Prevention 1C, 1992		
	CA Fire Prevention 2A, 2003		
	CA Fire Prevention 2B, 2006		
	CA Fire Prevention 3A, 2001		
	CA Fire Prevention 3B, 2000		
	CA Fire Investigation 1A, 1997		
	CA Fire Investigation 1A, 1997		
	CA Fire Investigation 1B, 1995		
	CA Fire Instructor 1A, 2007		
	CA Fire Instructor 1B, 2007		
	Hazardous Materials 1A, 1987		
	Hazardous Materials 1B, 1987		
	CA Hazardous Materials 1C, 1987		

BPR

Name / Role	Current Licenses and Certifications	License/Cert Number(s)	Expiration Date
	ICC Structural Welding Special Inspector	5003730	09/01/2026
	ICC Structural Masonry Special Inspector	5003730	09/01/2026
	ICC Structural Steel & Bolting Special Inspector	5003730	09/01/2026
	AWS Associate Certified Welding Inspector	01110444	---
	ACI Concrete Field-Testing Technician Grade I	030005	---
	Nuclear Density Testing Gauge Certified	12495	---
Landon Collins, ICC <i>Building Inspector</i>	ICC Commercial Building Inspector	8984654	05/01/2027
	ICC Residential Building Inspector	8984654	05/01/2027
	ICC Building Inspector	8984654	05/01/2027
	ICC Residential Plumbing Inspector	8984654	05/01/2027
	ICC Residential Electrical Inspector	8984654	05/01/2027
	ICC Residential Mechanical Inspector	8984654	05/01/2027
	ICC Residential Combination Inspector	8984654	05/01/2027
	ICC Residential Plans Examiner	8984654	05/01/2027
Gabriel Argueta, ICC, CASp <i>Building Inspector</i>	ICC Commercial Building Inspector	5039994	05/22/2025
	ICC Plumbing Inspector	5039994	05/22/2025
	ICC Building Plans Examiner	5039994	03/29/2026
	Certified Access Specialist	CASp-126	
	Licensed Building Contractor	430345	
Christian Cieslewicz, ICC <i>Building Inspector</i>	ICC Building Inspector	5211393	7/30/2025
	ICC Plumbing Inspector	5211393	7/30/2025
	ICC Mechanical Inspector	5211393	7/30/2025
	FEMA Certified Disaster Housing Inspector/Parr Inspections		
	ASHI Certified Home Inspector		
	PC 832 Certification POST Control		
Candido Tapia, ICC <i>Building Inspector</i>	Commercial Building Inspector	10072094	12/07/2024
	Residential Building Inspector	10072094	03/05/2025
	Building Inspector	10072094	03/05/2025
	Residential Electrical Inspector	10072094	01/16/2026
	Residential Mechanical Inspector	10072094	05/10/2026
	Residential Plans Examiner	10072094	06/23/2026
	Residential Combination Inspector	10072094	07/21/2026
	Residential Plumbing Inspector	10072094	07/20/2026

Section D

REFERENCES

City of Gardena

Greg Tsujiuchi, Community Development Director

1700 West 162nd Street, Gardena, CA 90247

310.217.9526 | GTsujiuchi@cityofgarden.org

Services Provided:

- Building Official, in-house and out-sourced plan review, building inspection and permit technician services. BPR presently provides most of the city's building department services under contract. All new buildings and major tenant improvements and remodel projects are reviewed in our offices in electronic format utilizing Bluebeam. The majority of the daily requested building inspections are performed by BPR's inspection staff.



City of Eastvale

Richard Hicks, Building Official

12363 Lemonite Avenue, #910, Eastvale, CA 91752

951.703.4458 | rhicks@eastvaleca.gov

Services Provided:

- BPR Consulting Group provides out-sourced plan review for a multitude of project types including residential, commercial, multi-story, industrial and retail.



City of Ontario

James Caro, Building Official

303 East B Street, Ontario, CA 91764

909.395.2172 | JCaro@ontarioca.gov

Services Provided:

- BPR Consulting group presently provides out-sourced plan review and permit technician services on behalf of the City's building department. Types of projects plan reviewed include residential, commercial, industrial, agricultural, and retail projects.



Section E

AUTHORIZATION

BPR Consulting Group's proposal has been signed by Ron Beehler, Director of Client Services and designated Principal-in-Charge for the City of Fontana. Mr. Beehler is an authorized representative of BPR Consulting Group and is able to bind the firm to all commitments as outlined in our proposal, which shall be valid for ninety (90) days following the RFP submittal date.



Section F

INSURANCE

BPR Consulting Group has reviewed the City of Fontana's indemnification and insurance requirements as outlined in the City's RFP for Plan Review and Inspection Services and sample Professional Services Agreement. We are able to meet the requirements as outlined and will execute the proposed agreement and provide the City with the appropriate Certificates of Insurance upon award of a contract.



Section G

PROFESSIONAL FEE

As required in PlanetBids, BPRs Professional Fee proposal has been uploaded as a separate document.



Appendix

RESUMES



BPR

RON BEEHLER, SE, CBO
PRINCIPAL-IN-CHARGE

Ron utilizes experience gained through more than 40 years of hands-on experience performing life safety, accessibility, and structural plan reviews to successfully manage building departments, building department services and high-profile building projects on behalf of public agencies throughout California. His experience includes establishing and coordinating on-site building department services for large, multi-building projects and unique, fast-paced development projects. Ron has served as Chief Building Official for multiple California public agencies including interim assignments. He has also provided building department assessments on behalf of municipal clients to identify inefficiencies and implement best practice improvements.

Licensed as a Civil and Structural Engineer in California and Nevada, certified by the International Code Council as a Building Official, Code Specialist, Plans Examiner and Building Inspector, Ron is uniquely qualified to evaluate and manage all building department services. His background includes the position of Chief Building Official with the City of Sacramento directing a staff of 120 engineers, plan reviewers and building inspectors, Chief of Engineering Design and Construction for the California National Guard and Senior Structural Engineer with the Office of Statewide Health Planning and Development (OSHDP).

Ron is dedicated to maintaining his knowledge of California building codes, laws and regulations related to building department operations. He frequently lectures and presents classes on technical topics on behalf of professional organizations including CALBO and multiple International Code Council Chapters throughout California and other western states.

PROFESSIONAL HISTORY

Principal | Director of Operations | BPR Consulting Group | 2021 - Present

Ron manages client plan review and inspection services on behalf of BPR Consulting Group providing efficient services on behalf of multiple municipal clients.

Director, Building Safety Services | Consulting Firm | 2006 - 2021

Ron provided direct oversight of all Building Safety Services including coordination of all plan review and building inspection services, ensuring timely and responsive services. He worked with building officials for full-service clients to insure timely and efficient services. Ron also managed and provided direct oversight of plan review and inspection services for large, complicated and fast-paced projects on behalf of public agency clients.



EDUCATION

- Graduate Coursework in Structural & Geotechnical Engineering, California State University, Sacramento
- BS, Civil Engineering, California State University, Chico
- AA, Physical Science, Butte College, Oroville, CA

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Structural Engineer SE-3632
- CA Civil Engineer CE-39404
- NV Structural Engineer SE-019992
- NV Civil Engineer CE-019992
- National Earthquake Hazard Reduction Program Training
- CA Construction Law Training

International Code Council - 801789

- ICC Certified Building Official
- ICC Building Code Specialist
- ICC Building Plans Examiner
- ICC Building Inspector

PROFESSIONAL AFFILIATIONS

- San Joaquin ICC Chapter of Building Officials – Past President
- Napa Solano ICC Chapter – Past President
- Sacramento Valley Association of Building Officials – Multiple Term Board of Directors Member
- CALBO Building and Fire Advisory Committee – Appointed Member
- CALBO Structural Committee – Appointed Member

Chief Building Official | City of Sacramento | 2003 – 2006

Ron planned, directed, and managed activities for a 120-person building department with oversight responsibilities for construction inspections and plan review of 18,000 permitted projects annually. He planned, organized, administered, and evaluated staff work. Other duties included report writing and presentations to community groups, city council and professional organizations, and planning and administering a budget of \$13.6 million.

Supervising Engineer | Building Inspection Division | City of Sacramento | 2002 – 2003

Ron supervised plan review, managed plan intake and public counter functions for two regional permit centers, trained and mentored staff, met with architects and engineers to resolve building code related issues, coordinated plan review for high profile projects, and worked with field inspection supervisors and inspectors.

Regional Compliance Officer, Senior Structural Engineer | CA State Office of Statewide Health Planning & Development | 1998 – 2002

Ron supervised regional hospital inspection program coordinating field inspection staff and approval of special inspection issues. He resolved complicated code related inspection issues, and reviewed plans, specifications, and structural calculations for healthcare facilities. Ron consulted with architects and engineers to resolve complex code interpretation issues. He researched and investigated structural adequacy of building materials and manufactured products, and verified proper loads, forces, and materials for the design of buildings and equipment anchorage.

Chief of Facilities Engineering | California National Guard | 1991 – 1998

Ron supervised and planned work for engineering design and project inspection staff, developed scope and budgets for projects, directed preparation of plans from preliminary design through working drawings, coordinated and approved project specifications and cost estimates, negotiated and approved project changes, coordinated inspection activities, resolved inspection disputes, represented National Guard/Military Department at public meetings, conducted plan review for projects designed by consultants, and presented design concepts and final designs.

Associate Structural Engineer | CA State Office of Statewide Health Planning & Development | 1987 – 1991

Ron reviewed construction plans and specifications for new hospitals and skilled nursing facilities for California Building Code and UBC requirements, met with architects and engineers to resolve plan review issues, reviewed field changes, investigated, and resolved construction conflicts and other administrative duties.

Associate Engineer Architect | Sacramento County Building Department | 1983 – 1987

Ron reviewed construction plans and specifications, and structural calculations for building code compliance, reviewed plans for residential, multi-residential, commercial, and industrial structures, and met with designers to resolve code issues related to commercial and residential structures.

MARK BERG, CBO, MCP, ICC
PROJECT MANAGER

Mark is an ICC Certified Building Official, Plans Examiner, Building Inspector, and Master Code Professional with over 32 years of experience performing life-safety, architectural, mechanical, plumbing, electrical, and structural reviews in residential, multi-family and commercial projects. Mark has successfully guided department staff with inspection and plan review of all phases of complex construction projects. He is experienced utilizing building department permit tracking software and managing all common building department responsibilities, including plan review, multi-discipline inspections, plan review and inspection scheduling, field supervision, regulatory compliance, code interpretation, and project acceptance. Mark also possesses exceptional skills in complaint resolution, problem solving, damage assessment and team building.

PROFESSIONAL HISTORY

Building Official, Life Safety Plans Examiner | BPR Consulting Group | 2021-Present

Performing comprehensive plan review and inspection services for client agencies. Reviews residential and non-residential plans for compliance with California Building, Life Safety, Fire, Plumbing, Mechanical, Electrical Codes, Energy and Green Standards, local building codes, policies, amendments, and ordinances.

Building Official, Life Safety Plans Examiner | Consulting Firm | 2017-2021

Performed comprehensive plan review and inspection services for residential and commercial projects for client agencies. Projects included residential, multi-family residential, commercial, and industrial projects consisting of tenant improvements and new buildings.

Building Official | City of Redlands | 2015-2017

Supervised staff coordination with cities, agencies and the public on various Technical or legal aspects of programs. Performed the most complex and difficult plan checks for both building and fire life safety. Reviewed the new and existing codes and regulations and recommended revision to current ordinances, policies, and inspection methods to meet new requirements.

Building Inspection Supervisor | City of Rancho Cucamonga | 2010-2015

Supervised and trained building inspection staff, developed inspection related policies and guidelines for the department, conflict resolution and code interpretations.

Building Official | City of Norco | 2006-2011

Supervised staff coordination with cities, agencies and the public on various technical or legal aspects of programs. Performed the most complex and difficult plan checks for both building and fire life safety. Reviewed the new and



EDUCATION

- BS, Public Administration, Minor in English, California Baptist University
- AA, Construction Technology, Riverside Community College
- AA, Physical Education, Riverside City College

PROFESSIONAL LICENSES & CERTIFICATIONS

International Code Council - 859362

- Master Code Professional
- ICC Accessibility Inspector/Plans Examiner
- ICC Building Code Official
- ICC Building Code Specialist
- ICC Building Inspector
- ICC Building Plans Examiner
- ICC Certified Building Official
- ICC Certified Fire Code Official
- ICC Certified Fire Marshal
- ICC Combination Dwelling Inspector - Uniform Codes
- ICC Combination Inspector - Legacy
- ICC Electrical Inspector
- ICC Fire Code Specialist
- ICC Fire Codes and Standards
- ICC Fire Inspector I
- ICC Fire Inspector II
- ICC Fire Plans Examiner
- ICC Mechanical Inspector UMC
- ICC Permit Specialist
- ICC Permit Technician
- ICC Plumbing Inspector UPC
- ICC Residential Combination Inspector
- ICC Residential Energy Inspector/Plans Examiner
- ICC Residential Plans Examiner

existing codes and regulations and recommended revision to current ordinances, policies, and inspection methods to meet new requirements. Investigated violations of building construction codes and determined necessity for issuance of legal complaints.

Building Division Manager | County of Riverside | 2001-2006

Handled difficult public relations problems, directs investigations of complaint or problems, and recommends resolutions. Assisted in arranging and conducting classroom and on-the-job training sessions for the technical personnel and counter staff. Supervised the plan examination process, inspections, documentation activities and the development process.

Plans Examiner-Sr. Building Inspector | City of Temecula | 1991-2001

Oversee the plan examination process, inspections, documentation activities and the development review process. Provided code interpretations and developed technical documents. Performed the most complex building code compliance plan reviews.

PROFESSIONAL AFFILIATIONS

- CALBO – Damage Assessment Committee, State Building Codes Committee
- CACEO – California Association of Code Enforcement Officers
- CEC – California Energy Commission
- ICC – Administrative Committee
- NFPA – National Fire Prevention Association, Building Systems Committee
- IAPMO – Code Interpretation Committees for UPC, UMC
- JAEI – Journal of Ancient Egyptian Interconnections
- City of Riverside Parks, Recreation, and Community Services Commission

BILL RODGERS, SE

PLAN REVIEW MANAGER / SENIOR STRUCTURAL ENGINEER

Bill has more than 30 years of experience in the field of structural engineering, including more than 20 years of experience as a plan review engineer. His wealth of experience includes a varied and vast list of projects throughout California and Nevada. Bill is in demand for hands-on work within jurisdictions due to his great success in blending excellent engineering skills with responsive customer service.

PROFESSIONAL HISTORY

Principal Structural Engineer | BPR Consulting Group | 2021 - Present

Bill directs client plan review on behalf of BPR Consulting Group providing efficient services on behalf of multiple municipal clients.

Senior Structural Engineer | Plans Examiner | Consulting Firm | 2006 - 2021

Bill performed structural plan review for commercial and residential construction for municipalities for various state and local agencies throughout California and Nevada. In addition to providing structural plan review services, he was responsible for the production and performance of company offices, including maintaining client relationships. Bill's duties also included performing structural plan reviews for industrial, commercial, and residential projects.

Senior Structural Engineer | Consulting Firm | 2001 - 2006

Bill performed structural plan review for commercial and residential construction for municipalities for various state and local agencies throughout California and Nevada

Structural Engineer | Associate | DES Architects + Engineers | 1995 - 2001

Bill was responsible for the structural design of many projects throughout the Bay Area, including Pacific Shores Center in Redwood City, Moffett Corners in Sunnyvale, Carlmont High School in Belmont, and many other projects. Additionally, Bill oversaw the structural department of this architecture and engineering firm, and was responsible for staff development and work quality.

PROJECT EXPERIENCE

Project Manager/Structural Engineer | Judicial Council of California | State of California | 2010 - 2021

Bill provided project management and structural plan review services for new court buildings and court building upgrades throughout California. Most recently he provided services for the new Sonoma courthouse, the new courthouse in Modesto, and the new eighteen-story high-rise Sacramento Criminal Courthouse.

Project Manager/Structural Engineer | Division of State Architect | State of California | 2016 - 2021



EDUCATION

- BS, Civil Engineering, California State University, Sacramento

PROFESSIONAL LICENSES AND CERTIFICATIONS

- CA Structural Engineer SE-4198
- CA Civil Engineer CE-50673
- NV Structural Engineer SE-18427
- NV Civil Engineer CE-18427

PROFESSIONAL AFFILIATIONS

- Structural Engineers Association, Northern California (SEAONC)

Bill provided project management and structural plan review services for new school buildings and school upgrades throughout California. Recent projects include Westmore Oaks Elementary School, Santa Maria High School and El Camino College District, New Behavioral Health and Social Science Building.

Project Manager/Structural Engineer | University of California, Merced | 2020 Campus Expansion | 2017 – 2021

Bill ensured all plan reviews were completed within the agreed upon timeframes by leading weekly conference calls with the plan review and onsite team and regularly visiting the project site. Additionally, Bill provided structural plan review services for this expansive project.

Project Manager/Structural Engineer | City of Berkeley | Berkeley, CA | 2008 – 2021

Bill ensured all plan review services for the City of Berkeley were accurate and completed in a timely manner.

Project Manager/Structural Engineer | Downtown Commons Tower | Sacramento, CA | 2016 – 2019

Bill served as the project manager for the plan review of this new 634,357 gross SF, 16-story, mixed-use tower located adjacent to the new Sacramento Kings Arena. The tower included office space for the team and area management, a 250-room hotel, 44-residential units and below grade parking.

ROGER PETERSON, SE
SENIOR STRUCTURAL ENGINEER

With more than 35 years of experience in structural design and plan review, Roger brings considerable depth and knowledge to any project. Roger is a California Registered Structural and Civil Engineer who has designed and provided plan review services for multi-story steel and concrete-framed buildings, as well as one-story structures utilizing steel, concrete, timber, and masonry framing systems. His design experience includes schools, commercial and industrial projects, micro-chip production facilities, power plant installations and multi-family residential projects. Roger's expertise contributes to the success and safety of all projects.

PROFESSIONAL HISTORY

Principal | Structural Engineer | BPR Consulting Group | 2021 - Present

Roger performs structural plan review and directs client plan review on behalf of BPR Consulting Group. Roger ensures the successful delivery of efficient building department services on behalf of multiple municipal clients.

Senior Structural Engineer | Project Manager | Consulting Firm | 2006 - 2021

Roger provided management for several of this firm's offices and special projects as well as performed structural plan review for commercial and residential construction for municipalities for various state and local agencies throughout California. In addition to providing structural plan review services, Roger was responsible for the production and performance of company offices, including maintaining client relationships. His duties also included performing structural plan reviews for industrial, commercial, and residential projects.

Senior Structural Engineer | Plans Examiner | Branch Manager LP2A | Bureau Veritas | CA | 1999 - 2006

Roger served as branch manager and lead structural plan reviewer for the Sacramento Area branch office. He was responsible for the production and performance of office including maintaining client relationships. His duties included performing structural plan reviews for industrial, commercial and residential projects.

Project Engineer | Power Engineers, Inc. | 1999 - 1999

Roger was a project design engineer for commercial and industrial-type projects. He provided structural design and construction administration services.

Project Engineer | Office Manager | R2H Engineering, Inc. | 1998 - 1999

Roger was the office manager and project design engineer responsible for the structural design of commercial projects.

Project Engineer | Rutherford & Chekene | 1995 - 1998

Roger was responsible for providing design and detailing for commercial and industrial type projects, including numerous projects in the micro-chip industry.



EDUCATION

- BS, Civil Engineering, University of Wyoming

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Structural Engineer SE-3846
- CA Civil Engineer CE-46096
- ID Structural Engineer SE-8225
- ID Civil Engineer CE-8225

PROFESSIONAL AFFILIATIONS:

- Structural Engineers Association of Northern California (SEAONC)

Design Engineer | Project Engineer | DES Engineers & Architects | 1995 - 1997

Roger provided engineering design and detailing for commercial, institutional, corporate and residential building projects using wood, steel, concrete and masonry building materials.

PROJECT EXPERIENCE

Project Manager | Structural Engineer | Hollywood Park | Inglewood, CA | 2018 – 2021

Roger provided plan review services for this new, mixed-use development which included retail and office space with associated parking encompassing 28.5 acres.

Project Manager | Structural Engineer | Nasa Ames Research Center | Moffett Field, CA | 2018

Roger provided structural plan review and project management of this 1.2 million square-foot development comprised of office, research, and development space.

Project Manager | Structural Engineer | Monterey Park Hotel & Residence | Monterey Park, CA | 2017 – 2021

Roger provided plan review services and project management for this new, mixed-use hotel, condominium, and restaurant podium type building.

Project Manager | Structural Engineer | Hatchet Ridge Wind Farm | Shasta County, CA | 2009 - 2010

Roger provided project management, structural plan review and field inspections for this 101.2 MW power generating facility that consists of 44 – 2.3 MW wind turbines constructed along 9 miles of the ridge line on Hatchet Ridge near Burney, CA.

ELENA HARTSOUGH, SE
SENIOR STRUCTURAL ENGINEER

Elena is a dedicated structural engineer with over 22 years of experience which includes the design and structural review of structures ranging from small home renovations to large warehouse spaces and custom homes. Elena's strengths include experience with multiple building materials including wood, light-gage, masonry, steel and concrete; knowledge of the California Building Code and proficiency in relevant software programs including Enercalc, SAP2000, L-Pile and AutoCAD.

PROFESSIONAL HISTORY

Structural Engineer / Plans Examiner | BPR Consulting Group | 2022 - Present

Elena provides structural and non-structural plan review for residential, industrial and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Structural Engineer / Plans Examiner | Consulting Firm | 2014-2022

Elena reviewed residential and non-residential plans for compliance with California Building, and International building standards; state and local building codes, policies, amendments, and ordinances.

Senior Engineer | Department of Water Resources | 2009 - 2014

Elena managed a staff of five, providing resource management and project coordination within the Division of Engineering. She prepared and reviewed preliminary engineering reports, technical memos, and project plans, details, and specifications. She also designed warehouse structure with light-gage wall framing and steel truss roof framing.

Project Engineer / Project Manager | Harris & Sloan Consulting Group | 2003 - 2009

Elena took projects from the schematic design phase through the construction document phase and was point of contact during construction administration. She designed wood-framed residential and commercial structures, researched structural insulated panel (SIP) construction and utilized them in design of structures.

Project Designer | Jon Brody Consulting Group | 2001 - 2003

Elena designed and detailed gravity and lateral systems for new and re-modeled structures utilizing wood, steel, light-gage, and concrete.



EDUCATION

- BS, Architectural Engineering, California Polytechnic State University, San Luis Obispo

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Structural Engineer SE-5538
- CA Civil Engineer CE-67675

JOSEPH LEONARD, SE
SENIOR STRUCTURAL ENGINEER

Joseph has 19 years of experience in structural engineering of light framed construction, including single family dwellings, commercial buildings, and public schools, throughout California. He also has 10 years of experience working as a consultant structural engineer on heavy, low to mid-rise building structures, for public and military use. Clients included NAVFAC, NASA, the Navy, and the Army Corp of Engineers, and various public-school districts in the Southern California area. Joseph also has multiple years of experience examining construction documents for compliance with Parts 1-10, of Title 24 of the California Code of Regulations, for and as adopted by, various local Building Departments.

PROFESSIONAL HISTORY

Senior Structural Engineer & Plans Examiner | BPR Consulting Group | 2023 - Present

Joseph provides structural engineering services and plan review for BPR Consulting Group. This includes review for residential, industrial and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Principal Structural Engineer | Joseph Leonard Structural Engineering (JLSE) | 2017 - 2023

Joseph founded *Joseph Leonard's, Structural Engineering (JLSE)*, specializing in Architectural Engineering and Plan Review for primarily single-family residential structures.

Plan Review Engineer | Coastland Civil Engineering (CCE) | 2015 - 2017

Joseph provided plan reviews of all types of projects, including all aspects of building design, and client management. Reviewed construction documents for compliance with all of Title 24, including all aspects of building design. More specifically, review included occupancy, allowable building heights/area/stories, construction type, egress and exit paths, access (Chapters 11A and 11B), site access, fire and smoke-rated construction requirements, Wildland-Urban Interface, mechanical, electrical, plumbing, green, and energy, as well as structural (Building Plan Check, Title 24 Parts 1 - 10)).

He also provided review of residential and commercial construction documents for AHJ's in the North Bay Area and the local area, including everything from single family dwellings to villages. More specifically, the projects included SFD's, hotels, apartments, townhomes, villages, and senior living facilities.

A partial list of these projects:

- Managed the contract and plan review/inspection team for the County of Amador and the City of Ione, to provide building department services. CCE provided both plan review, and inspection services to both authorities.
- Acquired and managed a contract with the Division of the State Architect (DSA) to provide Structural Plan Review services for public school projects, throughout California.
- Earned Continuing Education units, by attending numerous seminars through SVABO, with topics ranging from Electrical to Access (11A and 11B).



EDUCATION

- BS, Civil Engineering, Emphasis on Structures, California State University, Chico. 1997-2003.
- Civil Engineering Courses, Cal Poly San Luis Obispo. 1995-1997.

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Structural Engineer SE-5880
- CA Civil Engineer CE-73026

Senior Structural Engineer | Stedman and Dyson Structural Engineers | 2008 – 2015

Consultant for structural engineering design services for all types of low to mid-rise structures, structural plan review for the Division of the State Architect (DSA), structural peer review for various UC projects, and Seismic Evaluations of existing buildings and bridges (utilizing ASCE 31 and 41). Joseph also worked on structural design including several schools, a shoot-house, rifle range, church and monastery, planetarium, and parking lot. These clients included NAVFAC, NASA, the Navy, and the Army Corp of Engineers, and various public-school districts in the Southern California area.

Design Engineer | SMR-ISD | 2008 – 2008

Joseph consulted structural engineering design, of 'heavy' structures (steel, concrete, and masonry), and forensics engineering.

Structural Designer | Various Design Firms | 2004 – 2008

Joseph consulted structural engineering of light framed structures, ranging from room additions to new large commercial retail structures, including custom and tract SFDs.

CHARLES NGANGA, SE, ICC
SENIOR STRUCTURAL ENGINEER

Charles is a California Licensed Structural engineer with a Master of Science degree in Civil Engineering from California Polytechnic State University in San Luis Obispo. He is also a certified ICC plans examiner with nearly 10 years of experience. His work experience, excellent education and solid commitment to the industry has enabled Charles to develop a solid track record of consistently providing clients with exceptional service.

PROFESSIONAL HISTORY

Senior Structural Engineer | BPR Consulting Group | 2023 – Present

Structural Plan review of multiple buildings and facilities including residential, commercial, mixed use, power generation plants, communication towers, solar installations etc.

Supervising Structural Engineer | Consulting Firm | 2014 – 2023

Charles performed residential and non-residential plan reviews to ensure compliance with California and International Building and Residential Codes and local building codes to include policies, amendments and ordinances. Charles also taught classes to multiple ICC Chapters on the 2016 CRC Braded Wall Provisions. The projects completed included the following.

Hollywood Park – City of Inglewood

Structural review of Hollywood Park which is a Mixed-use development which will include retail and office space with associated parking. Structural Steel construction with special moment frames and braced frames. TI included IMAX Theater (Theater seating stands, Screen Support, technical equipment support).

Garden Grove Hotel – City of Garden Grove.

Structural review of the Garden Grove Hotel. The project consisted of Two Reinforced Concrete Hotel Towers - 200 feet tall - 18 stories. The campus also included a Retail Building.

Project Channel – San Joaquin County

Structural review of a Tilt up building in San Joaquin County with a footprint in excess of 1.3 million square feet and a mezzanine level that is over 400, 000 square feet. The project's lateral force resisting system consisted of special concrete shear walls and structural steel moment frames.

New Terminal (Merced - Yosemite Regional Airport) – City of Merced

Structural review for Risk Category III, New Terminal at the Merced Yosemite Regional Airport. The lateral system consisted of steel concentrically braced frames and cold formed steel shear walls.



EDUCATION

- Master of Science, Civil Engineering
California Polytechnic State
University, San Luis Obispo 2014
- Bachelor of Science, Civil
Engineering, Jomo Kenyatta
University of Agriculture and
Technology, Juja, Kenya
- 2009 Courses in Public Works
Inspection, Plan Reading and
Estimating, Advanced AutoCAD
Santa Rosa Junior College, Santa
Rosa, 2012

**PROFESSIONAL LICENSE &
CERTIFICATIONS**

- CA Structural Engineer SE-6913
- CA Civil Engineer CE-85710

International Code Council - 8325618

- ICC Residential Plans Examiner

SOFTWARE SKILLS

- AutoCAD
- Microsoft Excel
- ENERCALC
- RISA 3D
- SAP 2000
- STAAD
- ABAQUS
- MATLAB

Multiple Construction Phase New Courthouse – Judicial Council of California

Project Manager and Structural review of the construction phase (Deferred Submittals, RFIs) of the following Courthouses:

1. New Redding Courthouse
2. New Modesto Courthouse
3. New Santa Rosa Courthouse
4. New Sacramento Courthouse.
5. Indio Courthouse

Trainer: 2016 CRC Braced Wall Provisions

Charles provided training on the 2016 CRC Braced Wall Provisions to the following ICC Chapters:

1. ICC, San Joaquin Chapter, 6/14/2017, Hanford CA
2. ICC Sacramento Valley (SVABO) Minstitute, 5/3/2017, Citrus Heights CA.
3. ICC Redwood Empire Chapter, 4/18/2017, Santa Rosa CA
4. ICC Napa/Solano Chapter, 3/14/2017, Fairfield CA
5. ICC Shasta Cascade Chapter, 1/19/2017, Redding, CA
6. ICC Yosemite Chapter, 11/15/2016, Merced CA.
7. ICC Napa/Solano Chapter, 11/18/2020, Via Zoom (2019 CRC)

JEROME NIKOLAI HOBERG II, ARCHITECT, CASp

ARCHITECT | PLANS EXAMINER

Jerome is a licensed architect and CASp certified professional with over 39 years of experience in both the public and private sectors. His in-depth familiarity and understanding of building codes and regulations coupled with his hands on experience in design development, construction documentation and plan review makes him an asset to building projects of all types.

PROFESSIONAL HISTORY

Architect / Plans Examiner | BPR Consulting Group | 2022 – Present

Jerome provides architectural support and building plan review services to California municipal clients.

Plans and Permit Supervisor / Plans Examiner | Napa County PBES | 2015-2022

Jerome worked with and reported directly to the Process Improvement and Code Enforcement Manager of PBES Napa County on matters related to problematic code enforcement cases including project field visits and resolutions, stakeholder meetings, requested applicant meetings, alternative means applications, fee studies/construction valuation estimates prepared for FEMA grant requests and related to CALOES. Jerome performed work associated with policy and municipal code revisions for public works as well as aiding surrounding jurisdictions. He worked as required on sensitive politically driven projects requiring resolutions. Daily duties included supervision of plans examiners and review of complex multi-occupancy projects including wineries combined with caves as well as processing and reviewing extensive numbers of 7-day expedited Fire Rebuild projects as well as other project types. Reviewed grading permits for the Engineering Division as well as participated in the meetings and review of pre-application submittals for Planning Use Permit applications. As a CASp professional, he performed accessibility reviews of submitted project construction documents as well as field inspections when deemed necessary. Jerome provided reviews and oversaw exiting and life safety reviews on complex commercial projects as well as residential projects and mixed-use wineries. Jerome has supervised over-the-counter permitting and quick-permits, managed standard permits as well as all outside consultant assignments and Fire rebuilds. He also reviewed and updated intake check lists and generated an extensive unified plan check comment library for incorporation into the transition to electronic plan review. Jerome developed an accessibility training program for the purpose of educating the department in accessibility compliance. Jerome was invited by DSA (Department of The State Architect) to be a SME (Subject Matter Expert) and served as an SME for the State of California.

Architect | El Dorado Savings Bank | 1997 – 2022

Jerome provided architectural services to include design/construction documents, permit processing, construction administration, existing facilities for code and accessibility compliance and has performed services of varied scope at ALL of the 35 branch locations throughout California and Nevada. Jerome designed/prepared construction documents, processed permits as their agent, and provided construction administration for eight new structures (banks and a warehouse-operations building). He represented the bank on sensitive agricultural issues in the development stages of many of their projects including wetlands mitigation banking. He also worked with the Army



EDUCATION

- BA, Architecture, California Polytechnic State University San Luis Obispo, CA

PROFESSIONAL LICENSES & CERTIFICATIONS

- Architectural License CA-C21242
- Architectural License NV-5282
- CASp-720 (Certified Access Specialist)
- SAP-ID 78843 Cal OES CA DSW LOCAL
- NCARB-59308 (National Council of Architectural Registration Boards)

Corps of Engineers for approval including administration of all required environmental studies associated with developing projects. Jerome provided project development service with Historical Societies as well as gained approvals through Tahoe Regional Planning Association. He provided accessibility compliance studies for most branches and prepared recommended renovation drawings for said accessibility deficiencies. As accessibility requirements changed, he performed updated accessibility reviews of the branches and advised the bank in matters concerning current requirements such as the recent AB1732 and necessary modifications.

Architect/Owner | Nikolai Design Group | 1986-2022

Jerome was responsible for all aspects of the construction and architectural field as well as running a business including personnel management, project scheduling, and management of client budgets. Extensive experience in design and the need for producing code compliant construction documents which clearly delineate what is required to construct a project. Duties included production of code compliant construction documents, construction observation, construction project management, permit processing and obtaining approvals at agencies all over California and Nevada. Duties also included preparation of accessibility reviews as a CAsp licensed professional on a variety of building types including commercial, industrial, and some public and private school facilities.

Project Manager / Architect Associate AIA | Williams + Paddon Architects | 1984-1986

Project Manager/Architect Intern duties included zoning code research, building code searches (UBC) at early design stages of projects, schematic design, construction type and exiting requirements, design development, construction document preparation, specification writing and/or review, material and product review and selections, management of a small project team and projected budget hours, preparation of reports related to the project status, meetings related to reviews, obtaining approvals including association and building departments. Jerome represented assigned clients at approval meetings which sometimes required out-of-town travel. In this role, Jerome's introduction to the use of adopted codes was applied to practical use.

KYLE M. HANSEN, PE
PLAN REVIEW ENGINEER

Kyle is a California Licensed Civil Engineer with relevant experience providing plan review services to California public agencies to ensure compliance with all relevant and applicable building codes, ordinances and requirements. Kyle offers incredible attention to detail and an admirable focus on customer service.

PROFESSIONAL HISTORY

Structural Plans Examiner / Plan Review Engineer
| BPR Consulting Group | 2022 – Present

Kyle provides structural plan review for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Structural Plans Examiner | Consulting Firm | 2016 - 2022

Kyle supported Northern California public agency clients by reviewing building plans and related documents for compliance with Building Codes, policies, and jurisdiction requirements for commercial and residential buildings. Projects included new residential, commercial, tenant improvement, and remodel projects. Kyle assisted homeowners, designers, and contractors by providing information and interpretations of building codes and regulations, recommended necessary changes to design documents as required to obtain compliance with applicable codes and regulations. Kyle was responsible for preparing written correction letters and maintaining and updating records and database information.

Academic Support | Department of Civil Engineering, CSU Chico | 2013 - 2015

Kyle provided academic support to students by completing daily paperwork to include grading fluid mechanics papers, laboratories, and data entry. He was responsible for tracking student progress and Kyle attended weekly and monthly department meetings.

Academic Support | Yuba Community College | 2011 - 2015

Kyle provided students with drop-in mathematics support including Calculus (I, II, III), Physics, and Engineering (Statics, Materials).



EDUCATION

- BS, Civil Engineering, California State University, Chico
Graduated Magna Cum Laude
- Yuba Community College
Lower Division Engineering & General Education

PROFESSIONAL LICENSES & CERTIFICATIONS

- CA Civil Engineer CE-91071
- Engineer-in-Training (EIT)

PROFESSIONAL AFFILIATIONS

- Structural Engineers Association of California (SEAOC)
- American Society of Civil Engineers (ASCE)
- Mathematics, Engineering and Science Achievement (MESA)
- Honors Societies
 - Phi Kappa Phi – Top 5%
 - Golden Key National Honors Society – Top 15%

CHANDRA DESAI, PE
PLAN REVIEW ENGINEER

Chandra is a California Licensed Civil Engineer with over 40 years of experience in structural engineering, which includes the design of structures for residential, commercial and industrial facilities. He has over 16 years of experience providing plan review, permit processing and field issue resolution for all types of buildings.



PROFESSIONAL HISTORY

Structural Plans Examiner / Plan Review Engineer | BPR Consulting Group | 2022 - Present

Chandra provides structural and non-structural plan review for residential, industrial and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Plan Check Engineer | Consulting Firm | 2015 – 2022

Responsibilities included plan review for residential, industrial, commercial and miscellaneous structures for structural code compliance. Chandra worked with multiple city and county clients along with outside engineers, architects and Building Departments to coordinate and resolve plan review related issues, expedite permit processing and address field related challenges.

Plan Check Engineer | County of Riverside | 1999 – 2015

Responsibilities included plan review for residential, industrial, commercial and miscellaneous structures for both engineering and non-engineering items. Chandra worked with outside engineers, architects and other consultants to coordinate and resolve plan review related issues in order to expedite permit processing and field problem resolution. Chandra assisted Junior Engineers, Inspectors and front counter staff to resolve any code related issues.

Principal Engineer | Parsons Corp. | 1980-1983 / 1987-1999

Responsibilities included design of steel and concrete structures for Petro-Chemical Plants, Gas Plants and industrial facilities. Prepared and checked structural design calculations, cost estimates and construction drawings. Extensive use of in-house computer programs and other structural programs in preparing calculations and drawings. Chandra supervised 4-6 Junior Engineers and CAD Operators in producing construction documents. He prepared cost estimates and man-hour estimates for future and ongoing projects.

Senior Engineer | Sargent and Lundy | 1983 - 1987

Work included the design of steel and concrete structures for nuclear power plant buildings. Chandra prepared structural calculations for reinforced concrete and steel structures for reactor buildings and auxiliary buildings per NRC requirements. Chandra worked on the job site for two years to resolve construction problems and coordinate field activities.

EDUCATION

- MS, Civil / Structural Engineering, University of Illinois

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Civil Engineer CE-47213

International Code Council

- ICC Building Plans Examiner

PETER SIMONSEN, PE
PLAN REVIEW ENGINEER

Peter is a California Licensed Civil Engineer with relevant experience providing plan review services to California public agencies to ensure compliance with all relevant and applicable building codes, ordinances and requirements. Peter brings careful attention to detail and a clear focus on customer service. Peter focuses primarily on structural review as he works towards becoming a licensed structural engineer.

PROFESSIONAL HISTORY

Plan Review Engineer | BPR Consulting Group | 2023 – Present

Peter provides engineering plan review for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Plan Review Engineer | Consulting Firm | 2018 - 2022

Peter supported California public agency clients by performing Structural plan review for code compliance with the California Building Codes and city ordinances, for commercial and residential structures. Projects ranged from small non-habitable structures to intricate custom designed residences and multi-story apartment complexes. Additional responsibilities include assisting jurisdictions with plan review via in-house reviews and code interpretation as well as training new plan reviewers.



EDUCATION

- MS, San Jose State University, Civil Engineering with focus on Structural
- BS, Structural Engineering, University of California, San Diego

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Civil Engineer 92616

DENISE REESE, CBO, ICC PLANS EXAMINER

Denise is an ICC Certified Chief Building Official and Life Safety Plans Examiner. She has nearly 10 years of experience performing life-safety, architectural, mechanical, plumbing, electrical, and minimal structural reviews in residential, multifamily and commercial projects, including OSHPD-3 licensed facilities. This valuable experience is also evident in that Denise specializes in working with applicants, designers and jurisdictions, and successfully serving multiple client jurisdictions.

Denise approaches plan review with her unique knowledge balancing the delivery of timely and accurate reviews while remaining responsive and approachable. Denise is extremely skilled in all disciplines required to successfully bring projects to approval.

PROFESSIONAL HISTORY

Life Safety Plans Examiner | BPR Consulting Group | 2022 - Present

Denise provides comprehensive plan review and inspection services for California client agencies. She performs detailed reviews of residential and non-residential plans for compliance with California Building, CalGreen, Plumbing, Mechanical, Electrical Codes, Energy Standards, state and local building codes, policies, amendments, and ordinances. Denise supervises life safety plans examiners and the permit intake team. She also provides training to new plans examiners.

Building Official & Supervising Life Safety Plans Examiner | Consulting Firm | 2014-2022

Denise performed comprehensive plan review and inspection services for client agencies. Reviewed residential and non-residential plans for compliance with California Building, CalGreen, Plumbing, Mechanical, Electrical Codes, Energy Standards, state and local building codes, policies, amendments, and ordinances. Supervised life safety plans examiners and permit intake team. Provided training to new plan reviewers.

Building Permit Technician II | City of Rancho Cordova | 2010 - 2014

Denise Interpreted and explained policies and regulations accurately and tactfully to the public assisting with the completion of building permit applications. She performed preliminary plan review for completeness and accuracy and to determine appropriate fees.

Customer Service Specialist | City of Rancho Cordova | 2007 - 2010

Denise provided customer and administrative support to the Building & Safety Division as well as other departments throughout City Hall.

Administrative Secretary | City of Rancho Cordova | 2006 - 2007

Provided administrative support to the City Manager's office, his Executive Assistant and the City Council.



EDUCATION

- Consumnes River College, Building Inspection Technology

PROFESSIONAL LICENSES & CERTIFICATIONS

International Code Council - 8096275

- ICC Certified Building Official
- ICC CA Building Plans Examiner
- ICC Certified CALGreen Inspector
- ICC Certified Permit Technician
- ICC Permit Specialist

DAVID CASTILLO, ME, FPE
MECHANICAL ENGINEER / FIRE PROTECTION ENGINEER

David brings more than 37 years of breadth, depth, and knowledge of mechanical engineering, design, and plan review to any project. A California licensed professional Mechanical Engineer and Fire Protection Engineer, his expertise encompasses HVAC, Plumbing, Medical Gases, and Fire Sprinklers. David's background includes mechanical engineering, design, and plan review on Central Treatment Centers, Substance Abuse Treatment Facilities, Inpatient Mental Health Clinics, and Inmate Housing Units for the Department of Corrections. He has engineered and designed Acute Care Hospitals, Skilled Nursing Facilities, Surgery Clinics, Psychiatric Hospitals, Pharmaceutical Plants, Industrial Plants, Educational Facilities, and Hi-Rise Commercial Buildings.

PROFESSIONAL HISTORY

**Senior Plan Review Engineer | BPR Consulting Group |
2021 - Present**

David performs mechanical engineering and fire protection engineering plan review services for BRP's California clients.

**Senior Plan Review Engineer | Consulting Firm |
2012 - 2021**

David performed mechanical engineering and fire protection engineering plan review services for California clients.

**Senior Mechanical Engineer | State of California, OSHPD Group |
2001 - 2012**

David performed plan checking of mechanical systems for hospitals, skilled nursing facilities, and surgery centers to ensure code compliance with the CBC, CMC, CPC and NFPA.

Vice President | Technical Engineering Group, Inc. | 2000 - 2001

David responsibilities included acquiring new clients, maintaining existing clients and preparing proposals. He performed heating and cooling load calculations, laid out mechanical designs for central plant systems, chilled water systems, heating hot water systems and variable air volume systems for hospitals, prisons, and educational facilities. David performed in-house plan check of all projects, and served as the Engineer of Record for all projects. He is knowledgeable of CMC, CPC, CBC, NFPA and OSHPD.

Project Manager / Lead Mechanical Engineer | Mazzetti & Associates | 1999 - 2000

David provided project management for all aspects of mechanical design on prisons, hospitals, pharmaceutical facilities, and office buildings. He was familiar with cGMP and all classes of clean rooms related to manufacturing facilities.



EDUCATION

- BSME, California Polytechnic State University, San Luis Obispo
- Credentialed Instructor, Los Rios Community College District
Campuses: Cosumnes River College, Folsom Lake College, & Sacramento City College

**PROFESSIONAL LICENSE
& CERTIFICATIONS**

- CA Registered Mechanical Engineer, 31455
- CA Registered Fire Protection Engineer, 2013
- Certificate Fire Protection Engineering | University of California Davis Extension
- Certificate in HVAC and Refrigeration | University of California Davis Extension

PROFESSIONAL AFFILIATIONS:

- American Society of Heating, Refrigerating & Air Conditioning Engineers
- American Society of Mechanical Engineers
- National Fire Protection Association
- American Society of Plumbing Engineers

Project Manager / Lead Mechanical Engineer | Interface Engineering, Inc. / 1997 - 1999

David was the lead engineer for the Mechanical Division of a Mechanical/Electrical engineering firm. He initiated and implemented the writing of a Project Management Procedures Manual for companywide use. David performed heating and cooling load calculations, layout of mechanical designs for central plant systems, chilled water systems, heating hot water systems, variable air volume systems, and write specifications.

Mechanical Designer | Edward Rios & Associates | 1994 - 1997

David was responsible for all aspects of HVAC, process piping and plumbing design and drafting for a mechanical engineering firm. He performed heating and cooling load calculations using Trane Trace analysis software.

Mechanical Designer | The Spink Corporation | 1991 - 1994

David was responsible for all plumbing and process piping design and drafting for the Mechanical Division of a 115-person multidisciplinary engineering firm. Drafting was done using AutoCAD Release 11. David's primary responsibilities included running HVAC loads using Trane "Load 600" analysis program, Title 24 compliance, and field work for remodel/rehabilitation projects.

Mechanical Designer / Estimator | Mark III Engineering Contractors | 1986 - 1991

David performed material takeoffs for plumbing and HVAC. He designed HVAC and plumbing for commercial projects. David priced out projects and submitted bids to general contractor. He also served as a project manager for field staff.

THOMAS TRIMBERGER, ME, CBO, ICC
MECHANICAL ENGINEER

Thomas has more than 30 years of experience working within building departments both successfully providing and supervising virtually all building department functions. Thomas is a CA Registered Mechanical Engineer, ICC Certified Building Official, Plans Examiner and Building Inspector. His extensive experience and knowledge enables him to provide excellent services to our clients. Thomas is skilled at developing relationships with developers, designers and the community to ensure plan reviews, inspections and development review functions are performed in an effective and efficient manner. He continuously assists clients by providing guidance and education on the construction and inspection process. Always helpful, personable, professional and successful in delivering a high level of customer service.

PROFESSIONAL HISTORY

Senior Mechanical Engineer/Building Official | BPR Consulting Group | 2023 - Present

Thomas provides plans examination and building official services to municipal clients throughout California.

Building Official/Mechanical Engineer/Plans Examiner | Consulting Firm | 2017 - 2023

Thomas has served as the Chief Building Official for the City of Modesto for and the City of Woodland. He is responsible for both Building Safety and Code Enforcement. Additionally, Thomas works for the City of Vallejo coordinating and performing plan review. Thomas also provides comprehensive building and safety services to a variety of clients throughout the Northern California region.

Chief Building Official/Senior Mechanical Engineer/Plans Examiner | Consulting Firm | 2016 - 2017

Thomas provided Fire and Life Safety, Accessibility, Mechanical, Plumbing, Energy, Green Building Code review standards for both Private and Public-sector clientele.

Mechanical Engineer | California Energy Commission | 2015-2016

Thomas worked in the Existing Buildings (AB758) Program. His responsibilities included, collaborations with local governments and real estate industry personnel regarding energy use in existing buildings.

Senior Mechanical Engineer | Consulting Firm | 2010 - 2015

Thomas provided plan review services for power plants plan. Plan reviews were completed per CA Code standards for mechanical, plumbing, energy, fire and life safety as well as applicable industry standards.



EDUCATION

- Bachelors of Science, Mechanical Engineering
- California State University, Sacramento
- Certificate in Total Quality Management
- Lost Rios Community College

PROFESSIONAL LICENSE & CERTIFICATIONS

- LEED Accredited Professional
- Build It Green Certified Green Building Professional
- Build It Green Greenpoint Rater
CA Registered Mechanical Engineer | M026359 *Registered ME in 14 States
- CABEC Residential & Non-Residential Certified Energy Plans Examiner

International Code Council - 866408

- ICC Certified Building Official
- ICC Certified Mechanical Code Official
- ICC Certified Plumbing Code Official
- ICC Building Plans Examiner
- ICC Mechanical Plans Examiner
- ICC Plumbing Plans Examiner
- ICC Mechanical Inspector
- ICC Plumbing Inspector

PROFESSIONAL AFFILIATIONS

- Sacramento Valley Association of Building Officials (SVABO)
- California Building Standards Commission (CBSC)
- California Association of Building Officials (CALBO)

Reviews were also completed for both private and public buildings and properties. Additional projects included Commercial Property Assessments.

Special Project Manager | City of Rancho Cordova | 2001 - 2010

Thomas managed special projects for the City Manager and Public Works Director, including an Energy Efficiency and Conservations Block Grant, Cemetery expansion and Police Station remodel.

Chief Building Official | County of Sacramento/City of Rancho Cordova | 2003 - 2009

Thomas was responsible for the Building Department operational management and budget. He was responsible for the establishment of the new building and safety department, overseeing all aspects of Building and Safety plan review, permit issuance, field inspections, complaints and violations, business license inspections, staffing and budgeting.

Senior Mechanical Engineer | County of Sacramento | 1999 - 2005

Thomas duties included; managing 26 inspectors including all aspects of commercial inspections, managing all plan review activities including residential, commercial and all specialists, helped institute a new automated permit system for permit issuance and tracking as well as coordinated special issues for residential staff for energy compliance and alternate means and materials.

Associate Engineer | County of Sacramento | 1987 - 1999

Thomas was responsible for determining acceptability of proposed mechanical and plumbing systems; advising building owners and designers about the design and code compliance of public potable water, sewer, and gas systems, fire resistive building protection, ventilation, and commercial kitchen exhaust and markup air systems. He supervised the mechanical plan review staff, writing technical correspondence and various other tasks.

HVAC Design Engineer | Airway Heating and Air | 1985 - 1987

Thomas was responsible for the design, estimation of HVAC systems, and technical assistance to jobsite superintendents, preparation of bids, bills of materials, major equipment purchased, issuing and managing subcontracts. Other duties included life-cycle-cost analysis, energy budget analysis, Title 24 Energy Certification and development program.

Design Engineer | Comeau Engineering | 1983 - 1985

Thomas worked in the design of industrial, commercial and residential HVAC, piping and plumbing systems. He performed site surveys concept development and design, drafting, and coordination with contractors and facility staff. Thomas also performed load calculations, residential and non-residential Title 24 energy compliance certifications.

JINGPEI ZHANG, EE ELECTRICAL ENGINEER

Jingpei is a licensed electrical engineer in California and has over 30 years of experience. He holds a master's degree in Electrical and Electronic Engineering. His extensive experience in designing a variety of facilities and systems lends to his ability to provide excellent plan review services. His experience includes the design of electrical distribution systems for healthcare centers, data centers, commercial and industrial building and educational facilities.

PROFESSIONAL HISTORY

Plans Examiner | BPR Consulting Group | 2023 – Present

Jingpei provided plan review services for BPR's California clients to included residential and commercial projects. Project types include residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Plans Examiner | Consulting Firm | 2011 – 2023

Jingpei provided plan review services for public agencies throughout California.

Plans Examiner | Consulting Firm | 2009 – 2017

Jingpei designed health care facilities, commercial and industry buildings, and schools. Representative Projects included:

- Farm Credit West (bank), Yuba City
- Almadon Ranch Commercial Office Building O6/P5
- El Dorado Surgery Center, Folsom Surgery Center
- Kaiser Folsom HVAC upgrade
- San Francisco Honda Service Center in Folsom and Bayshore
- University Village Shopping Center
- Folsom Broderick Restaurant
- Folsom Natural Result Surgery Center
- Sunnyvale Building T warm shell
- Twin River School District schools HVAC system Replacement

Senior Electrical Engineer/Project Integration Engineer | Worley Parsons | Folsom/Sacramento, CA | 2007 – 2009

In this position, Jingpei designed and reviewed plans for power plants, including the Ivanpah Solar thermal power plant in Mojave Desert, Ca.; the Geothermal power plant grid transmission upgrade and retrofit in Imperial County; and the PG&E Gas-fired power plant planning phase, Colusa, Ca.

Senior Electrical Engineer | Mazzetti & Associates Inc. | Sacramento, CA | 2000 – 2007

Jingpei designed health care facilities, commercial and industry buildings, including:

- St. Joseph Hospital main office building (MOB), Eureka, CA.
- North bay Medical Center:



EDUCATION

- MS, Electrical Engineering, California State University, Sacramento CA
- BS, Electrical Engineering, South China University of Technology, China

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Professional Engineer, E16243
- NCCER Plumbing Level IV Certification
- NCCER Plumbing Level IV Certification
- NCCER Building Maintenance Level III Certification
- NCCER Carpentry Level IV Certification
- NCCER Solar Photovoltaic Level I Certification
- NCCER Wind Power Level I Certification
- NCCER Green Technology Level I Certification
- NCCER Weatherization Technician Level I Certification

HONORS

- Professional Engineer Achievement Award; Carlson Corporation, July 2000
- Student of the Year Award; South China University of Technology, China, 1987

- Medical Center Emergency Department, Vacaville, CA.
- Cardio-vascular surgery center, Fairfield, CA.
- Lakeside Hospital, Tele-medical surgery suites, Lakeport, CA.
- UC Davis Briggs Hall Chemical Laboratory Building
- Franchise Tax Board Administration building, Rancho Cordova, CA.
- Kaiser Hospitals, San Francisco, Vacaville, Roseville, Elk Grove.
- Veteran's Hospital Radiology Department, Mather, CA.
- Woodland Memorial Hospital, mental health department renovation, Woodland, CA.
- Microsoft Data center, Redmond, Seattle, WA.
- Lockheed Martin Power distribution system upgrade, Santa Clara, CA.
- CDCR Prison Housing units, Delano; Salinas; Vacaville, CA.
- Elk Grove Middle school, Elk Grove, CA.
- Santa Clara Elementary School, Santa Clara, CA.
- San Jose Elementary School, San Jose, CA.

Assistant Electrical Engineer | Carlson Corporation | San Francisco, CA | 1997 – 2000

Jingpei designed and built data centers, including:

- AT&T Web hosting data center, Seattle, WA.
- Level 3 Data center, Portland, Or.
- Equinix data centers, New York, city, Chicago, IL.
- GTE call center, various sites.
- Safeco Call Center, Seattle, WA.
- Bank of America Branch offices, various sites.
- Wells Fargo Bank Branch offices, various sites.

Electrical Designer/Draftsman | Peters Engineering | Sacramento, CA | 1996 – 1997

Jingpei designed commercial/industry, residential and schools. AutoCAD drafting and design. Also, Jingpei designed power lighting fire alarm systems for various commercial, industrial, schools and office buildings.

JERRY SCHREIBER, EE
ELECTRICAL ENGINEER

Jerome has more than 45 years of electrical industry experience. He is a licensed electrical engineer in California and Hawaii, and is certified by the International Association of Electrical Inspectors as an Electrical Plans Examiner and Electrical inspector. Jerome's experience is wide and varied, having provided engineering services to the military, public utilities, private organizations and municipal agencies.

PROFESSIONAL HISTORY

Building Inspector | City of Glendale | 2013 -Present

Jerome has served as a Building Inspector for the City of Glendale since August 2013. His duties have included Building, Plumbing, Mechanical, & Electrical Inspections and Plans Examination.

Instructor | Long Beach City College | 2013 -Present

Since 2013, Jerome has served as an instructor in National Electrical Code for Industrial & Commercial Applications at Long Beach City College.

Senior Electrical Inspector | City of Vernon | 1987 -2013

Jerome was responsible for electrical plans examination and performing Building, Plumbing, Mechanical, & Electrical inspections and all electrical installation in the City and for the City municipal facilities.

Electrical Consultant | BSK Engineering | 1986 -1987

Jerome served as an Electrical Consultant for a private firm that provided design for factories, restaurants, computer rooms, car lots, and other such installations.

Distribution Engineer | Southern California Edison | 1983 -1986

Jerome provided service planning and customer coordination for this Southern California utility.

Interior Electrician | Air National Guard | 1978 -1980

Jerome provided electrician services for various installations as a member of the Air National Guard.

Automatic Flight Control Systems Specialist, Sergeant | US Air Force | 1973 -1977

As a Sergeant in the US Air Force, Jerome served as Shift Supervisor and was responsible for repair crew to facilitate maintenance on transient aircraft.



EDUCATION

- BS, Electrical Engineering, California Polytechnic University

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Electrical Engineer 12290
- HI Electrical Engineer 13259
- International Association of Electrical Inspectors – Electrical Plans Examiner and Electrical Inspector – 6027880

International Code Council (ICC)

- ICC CA Commercial Building Inspector
- ICC CA Commercial Mechanical Inspector
- ICC CA Commercial Plumbing Inspector
- ICC CA Residential Mechanical Inspector
- ICC CA Residential Plumbing Inspector
- ICC Commercial Building Inspector
- ICC Mechanical Inspector
- ICC Plumbing Inspector
- ICC Plumbing Inspector UPC

PROFESSIONAL AFFILIATIONS:

- International Association of Plumbing and Mechanical Officials
- International Association of Electrical Inspectors
- IEEE

RICHARD MADDOX, ICC
ELECTRICAL PLANS EXAMINER

Richard brings over 28 years of experience in all aspects of plan review and building inspections. Richard provides accurate and complete electrical plan reviews of residential and commercial buildings. While working for Clark County, Richard represented his department for multiple years at all electrical industry events such as IAEI, IEEE, AGC, NEMA, ABC, SNHBA and IBEW. Richard maintains his electrical plan review and inspection skills by regularly participating in industry and code related training and attending electrical safety and electrical industry symposiums.

PROFESSIONAL HISTORY

Electrical Plan Review | BPR Consulting Group |
2021 – Present

Richard provides electrical plan reviews for residential and commercial projects for compliance with the California Electrical Code, California Energy Code requirements as well as local codes and ordinances.

Building Inspector and Plans Examiner | Consulting Firm |
2013-2021

Provided electrical plan review and inspections for residential and commercial buildings for compliance with California Electrical Code and Energy Code requirements, local codes, policies, amendments, and ordinances.

Supervising Building Inspector, Electrical Specialist | Clark County, Nevada | 2003-2012

Supervised a staff of 15 inspectors. Assisted customers in addressing problems and concerns with compliance issues on code-related matters. Assisted with plan checking for complex projects and conflict resolution. Participated in budget planning, budget review and long-range planning.

Building Inspection Specialist | Clark County, Nevada | 2000-2003

Developed an education program for inspectors. Researched, authored and maintained the department's electrical policies, procedures and inspection technical guidelines. Represented the department to the local utility on all electrical related issues. Represented the department at all electrical industry meetings such as IAEI, IEEE, AGC, NEMA, ABC, SNHBA and IBEW.

Senior Building Inspector | Clark County, Nevada | 1997-2000

Combination inspection of single family and commercial occupancies for code compliance. Maintained an inspection record in the field and office. Investigated complaints and issuance of enforcement actions. Assisted all customers in addressing problems and concerns on compliance issues on all code-related matters related to active permits.

Combination Inspector | Clark County, Nevada | 1995-1997

Combination inspection of single family and commercial occupancies for code compliance. Maintained an inspection record in the field and office. Investigated complaints and issuance of enforcement actions.



EDUCATION

- Victor Valley College Inspection Technology Certificate
- Pacesetter Schools Building Inspections Certificate
- Gordon Copper Vocational Technical School

PROFESSIONAL LICENSES AND CERTIFICATIONS

ICC NO. 848507:

- ICC Building Inspector
- ICC Combination Inspector
- ICC Combination Inspector - Legacy
- ICC Electrical Inspector
- ICC Mechanical Inspector
- ICC Mechanical Inspector UMC
- ICC Plumbing Inspector
- ICC Plumbing Inspector UPC
- ICC Master Electrician (NV) 000-001221
- OSHA 10 & 30 Training
- ATC 20 Post Disaster Training

MARK MEYERS, CBO, ICC

BUILDING INSPECTOR | PLANS EXAMINER | CHIEF BUILDING OFFICIAL

For 32 years, Mark served as a Building Official, Deputy Building Official, Building Inspector, Plans Examiner and Permit Coordinator for the City and County of Madera and the City of Clovis. He has implemented permit tracking software for multiple jurisdictions, prepared operating budgets and managed all facets of building department activities. He recently served as an Inspection Manager, supervising inspection and clerical staff, for the UC Merced 2020 Project, helping to design and implement the inspection program to fit the University's evolving needs.

PROFESSIONAL HISTORY

Building Official | Project Manager | BPR Consulting Group | 2021 – Present

Mark provides Building Official services for several Cities and Counties throughout California. In addition, Mark provides supervision for inspection staff and clerical staff for the Cities and Counties where he works. Mark's responsibilities also include meetings with clients to ensure that expectations are being met and maintaining client relationships.

Inspection Manager | Consultant | 2016 – 2021

Mark supervised inspection staff and clerical staff for the UC Merced 2020 Project, working with client staff for the design and implementation of the inspection program to fit the changing needs of UC Merced.

Building Official | City of Clovis | 2008 – 2015

Mark supervised 9 staff and was responsible for all building inspections. His duties included supervision and training of office staff and implementing new training programs for building inspectors. Mark designed and implemented a new computerized permit tracking and issuance program for the Planning and Development Services Department. This system included complete integration with the City's well-developed GIS systems. All permit processing was done manually before new permit tracking system was implemented. The program interfaces with the Tax Collector and Assessor's Office. Mark formulated a million-dollar budget and presented it annually. He worked regularly with the Fire, Planning, and Engineering Departments.

Deputy Building Official | City of Clovis | 2006 – 2008

Mark supervised 14 staff responsible for building inspection processes and building permit fee revision. He trained office staff and implemented new training programs for building inspectors. Mark designed and implemented new computerized permit fees to better comply with state laws and to track time for each inspection type.

Permit Coordinator | County of Madera | 2000 – 2006

Mark was responsible for all building inspection processes and coordinating building permit issuance. He performed all the duties of a Building Official, and supervised and trained a staff of 20 employees, as well as implementing new training programs for building inspectors. Mark designed and implemented a new computerized permit tracking and issuance program for the Resource Management Agency. Mark coordinated and supervised the remodel of a 37,000 square foot retail building into an office complex for the Resource Management Agency and moved four



EDUCATION

- BS, Business and General Management, San Francisco State University
- AA, Business Administration, College of San Mateo
- Coursework, Electrical Engineering California Polytechnic State University, San Luis Obispo

CERTIFICATIONS

International Code Council 8005399

- ICC Certified Building Official
- ICC Building Code Specialist
- ICC Plumbing Inspector UPC
- ICC Building Inspector
- ICC Building Plans Examiner
- ICC Plumbing Inspector

departments into one building. Mark's duties allowed him to work regularly with the Environmental Health, Fire, Planning, Engineering and General Services, Public Works, Roads and Transportation Departments.

Building Inspector | Plans Examiner | Acting Chief Building Official | City of Madera | 1991 – 2000

As a building inspector, Mark inspected residential and commercial buildings, and was responsible for enforcing all building codes per State and local codes. As a plans examiner, Mark regularly worked with the planning department. He formulated the budget for the Building Department and regularly presented staff reports to the City Council. He also did preliminary work on designing a computerized tracking program for the issuance of permits for the Building Department. Mark was eventually designated Acting Chief Building Official.

PROJECT EXPERIENCE

2020 Project Expansion | University of California, Merced | 2016 - 2021

Inspection Manager | Mark supervised inspection staff and clerical staff for the UC Merced 2020 Project, working with client staff for the design and implementation of the inspection program to fit the changing needs of UC Merced.

Table Mountain Rancheria | Friant, CA | 2018 – 2021

Building Official | Mark served as the Building Official for the Table Mountain Casino and Hotel Expansion providing guidance to the Tribe for code alternatives and manages the inspection and plan review team for the project.

KEVIN BRENTON, CBO, CASp, ICC
PLANS EXAMINER / INSPECTOR

Kevin is a Certified Building Official, CASp professional, and commercial combination building inspector with over 24 years in the construction and inspection industry combined. He is an active Local Chapter member of the International Association of Plumbing and Mechanical Officials and active member in the local chapter of International Code Council. Kevin has a strong understanding and knowledge of the implementation of local, state and federal building codes.

PROFESSIONAL HISTORY

Senior Plans Examiner / Building Inspector | BPR Consulting Group | 2022 - Present

Kevin provides plan review and inspection services for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Senior Plans Examiner / Inspector | Stanford University | 2019 - 2022

Kevin provided combination field inspections of new and existing building construction including, large complex commercial Structural, Accessibility, Plumbing, Mechanical, Electrical and Fire installations. He performed plan review and specifications for completeness, accuracy and implementation. Kevin provided the campus with onsite CASp review and Inspection; served as the subject matter expert for building codes and accessibility; and provided a high level of customer service to all stakeholders though out the duration of projects.

Building Inspector | Lawrence Livermore National Laboratory | 2019 - 2019

Kevin provided combination field inspections of new and existing building construction including large complex commercial Structural, Accessibility, Plumbing, Mechanical, Electrical and Fire installations. Kevin utilized his understanding and implementation of local, state and federal building codes to perform plan review and specifications for completeness, accuracy and implementation. He possessed and practiced his experience with DOE procedures and provided expert code evaluations of onsite construction projects.

Structural Building Inspector | Santa Clara County Planning & Development | 2017 - 2018

Kevin provided combination field inspections of new and existing buildings for both commercial and residential projects. He served as the commercial combination building inspector for Stanford University, was the lead Inspector for Stanford University Escondido Village (1.5 million sqft. Pre-cast facility) and served as Building Inspector for Santa Clara County correctional facilities.

Senior Building Inspector | Consulting Firm | 2012 - 2021

Kevin provided combination field inspections of new and existing building construction including but not limited to large complex commercial Structural, Accessibility, Plumbing, Mechanical, Electrical and Fire installations. He



EDUCATION

- AS, Computer Science, Carrington College

CERTIFICATIONS

International Code Council - 8259529

- ICC Commercial Plumbing Inspector
- ICC Residential Plumbing Inspector
- ICC Commercial Building Inspector
- ICC Residential Building Inspector
- ICC Commercial Electrical Inspector
- ICC Residential Electrical Inspector
- ICC Commercial Mechanical Inspector
- ICC Building Inspector
- ICC Electrical Inspector
- ICC Plumbing Inspector
- ICC Commercial Combination Inspector
- ICC Building Plans Examiner
- ICC Legal Module
- ICC Building Codes and Standards Module
- ICC Management Module
- ICC Certified Building Official
- ICC Building Code Specialist

Certified Access Specialist - #964

Licensed General Contractor - B-88891

Journeyman Electrician, 2002

served as Senior Combination Inspector for the APPLE AC2 campus for the entire duration of project and was the Combination Building Inspector at Sandia National Laboratory. Kevin supervised up to six employees at the AC2 project for daily assignments.

Journeyman Electrician and Pipe Fitter | KRB Construction | 1999 - 2012

Kevin worked on electrical systems in an industrial and commercial environment. He Installed and modified old and new work including but not limited to lighting, outlets electrical fixtures, electrical equipment transformers, switch gear and distribution equipment. Kevin tested and maintained repairs of emergency systems, backup generators, switch gear, fans and motors. Project types included class 1 division 1 electrical systems, fire alarm systems, emergency power systems, solar arrays, and underground storage tank electrical.

SHARON VANDERPOOL, ICC PLANS EXAMINER

Sharon is proficient building plans examiner with over 9 years of experience with residential construction projects and permitting. She is well-versed in the design and plan review process, municipal submittal requirements, and building permit procurement.

PROFESSIONAL HISTORY

Plans Examiner | BPR Consulting Group | 2022 - Present

Sharon provides plan review services for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Plans Examiner | Consulting Firm | 2017 - 2022

Sharon performed plan review of residential projects for numerous municipal building departments throughout California. She provided technical review of building plans and related documents for compliance with California Building Codes, client requirements and policies. Sharon performed plan reviews of new residential, master plans, remodel, and tenant improvements. Sharon assisted applicants and project designers by providing information and interpretations of building codes and recommended assembly details as required to obtain compliance with applicable codes. Sharon was responsible for preparing written correction letters and maintaining project records.

Administrative Specialist | El Dorado Hills Community Services District | 2014 - 2015

Sharon served as lead Code Compliance Officer by ensuring that all buildings and properties followed community CC&Rs. She handled various compliance issues from homeowners and committee members through meetings/site visits/phone/email communication with tact and consideration with the goal of resolution. Sharon facilitated monthly Citizen Advisory Committee meetings including the preparation of agendas and meeting minutes. She always maintained a high level of customer service in communicating with homeowners, HOAs, and county agencies.

Building Permit Technician | Consulting Firm | 2006 - 2009

Sharon was responsible for processing all plans and documents for permit issuance for the City of Elk Grove Building Department. She reviewed and processed permit applications and plans for compliance with applicable building codes; responded to inquiries from developers, architects, and property owners by providing pertinent permit procedures and policies at the public counter, email, over the phone; and Sharon served as permit coordinator for large projects requiring multiple permit approvals



EDUCATION

- BS, Business Administration, University of Phoenix
- Certificate / Construction Management Technology, Cosumnes River College

CERTIFICATIONS

International Code Council - 8789037

- ICC Certified Building Plans Examiner
- ICC Certified Residential Plans Examiner
- ICC Certified Residential Building Inspector
- ICC Certified Plumbing Plans Examiner

TAMMIE RIKARD, ICC
PLANS EXAMINER

Tammie has 31 years of experience in municipal government, performing a wide range of functions in Community Development; Building and Planning Divisions. Her education, certifications and experience provide her with a well-rounded and broad-based capability to deliver excellent customer service in all capacities of permit center management, building code administration, plan review and field inspection within a development services department.

PROFESSIONAL HISTORY

Plans Examiner | BPR Consulting Group | 2022 - Present

Tammie provides plan review services for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Building Inspector III / Plan Review | City of Sacramento | 2016 - 2022

Tammie performed detailed, comprehensive technical reviews of building plans, specifications and calculations for accuracy, completeness and conformance with governing codes, state regulations and local ordinances in all aspects related to life safety, structural, accessibility, E/M/P, energy and green building standards. She prepared correction notices defining plan deficiencies. Tammie offered effective communication with architects, engineers, contractors, designers and homeowners regarding building codes and permits; responded to inquiries and performed special investigations of complex building and construction related issues in order to develop resolutions to problems. She provided customer service, assistance and information to members of the public pertaining to building codes and regulations/ assist in resolving problems regarding plan submissions and sufficiency; and conducted Teams and Zoom meeting discussions with project stakeholders as needed to collaborate on plan review items.

Development Services Technician II / Plan Check | City of Yuba City | 1992 - 2016

Tammie performed a wide range of technical functions within the Building, Planning and Code Enforcement Divisions. She reviewed residential and commercial building plans for conformance with applicable codes, regulations and local ordinances in all aspects of building life safety, structural, accessibility, plumbing, mechanical, electrical, green building and energy conservation as well as zoning and land use. Tammie prepared detailed correction notices advising applicants of plan deficiencies; coordinated plan review process, prepared plan check correspondence and incorporated aggregation of plan review comments from all review disciplines, maintained plan review records, monitored progress and established applicable fees. She provided plan review project management; coordinated and conducted design review, pre-construction, progress and pre-final meetings with development team, anticipated foreseeable development related issues in order to facilitate preemptive resolution. Tammie processed planning project and building permit applications and employed advancements in technology to streamline and improve processes. She produced statistical reports of development activity and advised and assisted contractors, owner/builders, architects and the general public concerning building and planning related issues.



CONSULTING GROUP

EDUCATION

- Building Inspection Technology, Coursework
Utah Valley State College

PROFESSIONAL LICENSE & CERTIFICATIONS

- Certified Evaluator, Post-Disaster Safety Assessment Program
- InterNACHI Certified Professional Inspector

International Code Council - 5104615

- ICC Building Inspector

TECHNOLOGY

Accela, Citizen Serve, Adobe, Blue Beam, Microsoft Suite, Teams, Zoom

NATHAN SARACINO, ICC PLANS EXAMINER

Nathan has over 19 years of experience in the construction / building industry with a strong proven knowledge of Federal, State, and local laws, codes and ordinances as they relate to building construction. He is fully versed in the accepted safety standards, testing procedures and methods of construction. He possesses the ability to read and interpret various codes and to apply good judgment in the enforcement of such. Nathan's hands on experience in the construction field coupled with his knowledge and experience in building inspection and plan review make him an asset to any project he is assigned. He possesses a strong work ethic, proactive problem-solving approach and is a valuable team player.

PROFESSIONAL HISTORY

Plan Examiner | BPR Consulting Group | 2022 - Present

Nathan provides plan review services for various California municipalities. He reviews residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Building Inspector | Consulting Firm | 2021 - 2022

Nathan performed inspections of new buildings, additions, and alterations of existing buildings for compliance with the currently adopted California Building Code and related regulations. He articulated complex building issues to the public, contractors, designers, and owners, with an emphasis on building regulations pertaining to life/safety issues. Nathan identified and solved complex problems by conferring with and providing information to developers, engineers, architects, property owners, contractors, and others regarding code requirements and alternatives. Nathan fielded questions regarding building requirements; made independent analysis during the inspection process; and advised Planning, Engineering and/or Code Enforcement personnel regarding building-related issues. He provided clear and complete correction notices and inspection reports. Nathan analyzed, interpreted, and accurately reviewed building plans, specifications and building codes. He enforced codes with good judgment and impartiality; applied technical knowledge of building trades; and performed duties within OSHA standards.

Owner/Operator | Saracino Construction | 2006 - 2019

Nathan performed a full range of tasks and duties to include client meetings; estimating the cost of materials and labor for each project; measuring architectural plans and structural details, and performing customer requests. Nathan obtained necessary project permits, retained and managed Sub-Contractors as needed and operated dump trailer and specialty equipment for special jobs. He was responsible for saws, paint machines, nail guns, hand tools, vehicle maintenance and tool maintenance. He performed jobs in electrical, plumbing, framing, cabinetry, landscaping, dry wall, texture and painting. Held an A+ Rating with Yelp.com.

Framing Foreman/Superintendent | JTS Communities | 2004 - 2006

Under general supervision, Nathan assisted framing superintendent in day-to-day framing activities; helped establish daily priorities to ensure all buildings were framed to the plan, on budget, on schedule and delivered to the JTS Construction schedule. He was also responsible for ensuring buildings met quality assurance and framing inspections. Nathan was responsible for labor personnel, forklift operators, framers, all quality assurance, pre-sheer and pre-frame inspections, and all discrepancies on the job.



EDUCATION

- Southern Regional High School
Manahawkin, NJ

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA General Contractor, Class B
B881390

International Code Council - 9518768

- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Electrical Inspector

ANDREW BURKE, CASp, ICC
CERTIFIED ACCESS SPECIALIST | PLANS EXAMINER

Andrew is a Certified Access Specialist and ICC certified Plans Examiner with more than 18 years of industry experience in plan review, inspection, administration and estimating. Andrew has extensive plan check experience in multi-story mixed use projects and provides in-depth review of accessibility issues to ensure compliance with all California building codes. His CASp certification provides him the ability to ensure all aspects of accessibility have been achieved. His formal training in ICC codes, as well as on-the-job experience, helps him to provide thorough and accurate commercial and residential plan reviews and inspections. Andrew is an excellent asset to any building department both in the office and out in the field.

PROFESSIONAL HISTORY

Plans Examiner | Certified Access Specialist (CASp) | BPR Consulting Group | 2021 – Present

Provides life safety and accessibility plan review for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Plans Examiner | Certified Access Specialist (CASp) | Consulting Firm | 2013 – 2021

Provided life safety and accessibility plan reviews for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Building Department Intern | Town of Los Gatos | 2012

Andrew worked as an intern in various areas of a building department. Performed field inspections and worked behind the counter as a permit technician.

PROJECT EXPERIENCE

2020 Project Expansion | University of California, Merced | 2016 - 2021

Life Safety and Accessibility Plans Examiner | Andrew reviewed plans for the campus expansion for compliance California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards, Fire Codes, Green Building Standards Code, and California Accessibility Standards; state and local building codes, policies, amendments, and ordinances.

Sac Republic Soccer Stadium | City of Sacramento | 2019

Accessibility Plans Examiner | Andrew provided plan review for this new 409,664 SF stadium to ensure compliance with applicable accessibility codes and standards.

North 40 | Town of Las Gatos | 2018 - 2019

Accessibility Plans Examiner | Andrew provided accessibility reviews for the new 211,773 SF mixed use building in the North 40 development consisting of residential, parking garage, community room and commercial.



EDUCATION

- Associates in Building Inspection Technology, Butte Community College
- Associates in Mathematics, Butte Community College

CERTIFICATIONS

- Certified Access Specialist – CASp-710

International Code Council, 8250398

- ICC Building Inspector
- ICC Building Plans Examiner
- ICC Permit Technician
- ICC Commercial Building Inspector
- ICC Residential Plans Examiner
- ICC Residential Combination Inspector

RICKEY D. MAULDIN, CASp, ICC

PLANS EXAMINER

Mr. Rickey D. Mauldin is a skilled Plans Examiner and Inspector for major multi-discipline and multi-level building projects, known for providing inclusive plan examinations and support to fellow co-workers and various jurisdictional building staff. As a Building Official, Senior Plans Examiner and Senior Inspector, Rickey has 37 + years of management, inspection, contracting, building inspection, and building code compliance review experience, including experience with both a city agency and the private sector.

He has completed complex reviews of a variety of projects including fire stations, indoor and outdoor malls, multi-story parking structures, hotels and motels, various cellular towers, electrical distribution systems, photovoltaic systems, mechanical systems, plumbing systems, multi-level commercial establishments, various restaurants and fast food buildings, medical and dental offices, commercial swimming pools, mixed use occupancy buildings, multi-family buildings, single and multi-level single-family dwellings and site civil review for site accessibility access. Rickey is extremely organized and professional when managing several large projects and working with clients.

PROJECT EXPERIENCE

- Roseville Galleria Mall, \$240 million, 400,000-sq. ft. Expansion and Renovation (Electrical, Mechanical & Plumbing)
- 2-Story Parking Structure – Galleria Mall, Roseville, CA
- 5-Story Parking Structure (Electrical, Mechanical & Plumbing) – Galleria Mall, Roseville, CA
- Palladio Mall Buildings – Folsom, CA
- Palladio Mall 2-Story Parking Structure – Folsom, CA
- UC Davis X-Ray Room - Folsom, CA
- 4-Story Parking Structure/Mixed Use Building - Folsom, CA
- 4-Story (Type VA) Leisure Lane Multifamily Apartments – Sacramento, CA
- Broadway 39 (3-story, Type VA) Multifamily Apartments – Sacramento, CA
- Township 9 Garden Apts (3-story, Type VA) Multifamily Apts. – Sacramento, CA
- Dialysis Clinics - Folsom, Lincoln, Yuba City and Clearlake, CA
- Yuba City Fire Station #4 - Yuba City, CA
- Folsom Fire Station - Folsom, CA
- Rite-Aide Pharmacy - Clearlake, CA
- Walgreens Pharmacy - Clearlake, CA
- 4-Story Hotel, Townplace Suites - Roseville, CA
- 4-Story Hotel, Springhill Suites - Roseville, CA
- 3-Story Hotel, Hampton Inn - Yuba City, CA
- 88,000 SF Mercury Insurance Tenant Improvement – Folsom, CA
- LDS Church – Folsom, CA



EDUCATION

- AS, Building Inspection Technology, Butte College
- AA, Drafting Technology, Butte College

PROFESSIONAL LICENSES & CERTIFICATIONS

International Code Council - 1064528

- Commercial Mechanical Inspector
- Combination Inspector
- Residential Mechanical Inspector
- Commercial Electrical Inspector
- California Combination Inspector
- Commercial Plumbing Inspector
- Residential Electrical Inspector
- Building Plans Examiner
- CA Commercial Building Inspector
- Electrical Inspector
- Accessibility Inspector/Plans Examiner
- CA Commercial Plumbing Inspector
- CA Residential Electrical Inspector
- Commercial Building Inspector
- Mechanical Inspector
- CA Residential Building Inspector
- CA Residential Plumbing Inspector
- Plumbing Inspector
- CA Commercial Mechanical Inspector
- Residential Plumbing Inspector
- California Building Plans Examiner
- CA Residential Mechanical Inspector
- Building Inspector
- Residential Building Inspector
- CA Commercial Electrical Inspector
- CA Commercial Combination Inspector
- CA Residential Combination Inspector
- Residential Combination Inspector
- Commercial Combination Inspector
- CASp / #779

- Wells Fargo Building - Disabled Access Compliance Survey – Sacramento, CA
- 4-Story Hyatt Hotel – Mechanical, Plumbing & Electrical Review – UC Davis Campus
- Buena Vista ME-Wuk Indian Tribe Casino - Mechanical, Plumbing & Electrical Review – Lone, CA
- Orchard Village Apartment Complex - Winters, CA
- Walgreens Pharmacy - Lincoln, CA
- Placer County Correctional Facility – Mechanical, Plumbing & Electrical Review
- Del Norte Family Medical Clinic – Yuba City, CA
- Sonic Restaurant – Oroville, CA

STAFFING ASSIGNMENTS

- City of Oroville | **Building Official & Plans Examiner**
- Butte County Building Department | **Plans Examiner**
- City of Lincoln | **Plans Examiner/Inspector**
- City of Winters | **Inspector**
- Tehama County Building Department | **Plans Examiner/Inspector**
- City of Clearlake Building Department | **Inspector**
- Sierra County Building Department | **Plans Examiner/Inspector**

PROFESSIONAL HISTORY

Commercial and Residential Plans Examiner | Consulting Firm

Building Official, Plans Examiner and Code Official | City of Oroville

Commercial and Residential Plans Examiner | Butte County

Senior Plans Examiner and Senior Inspector | Consulting Firm

Commercial and Residential Plans Examiner | City of Folsom

Building Inspector, Plans Examiner and Acting Building Official | City of Seaside

Plans Examiner and Building Inspector | City of Susanville

General Building and Plumbing Contractor

RUSSELL BLAIR, ICC

FIRE PLANS EXAMINER

Russ is a Fire and Life Safety plans examiner with more than 45 years of experience within the fire protection and life safety service as a career member of the fire service. He has managed and participated in a wide range of projects including plan review, inspections, hazard analysis, fire investigation, fire suppression, hazardous materials response, emergency medical services, policy development, and curriculum development.

Russ participated in the development and implementation of one of the first accredited Fire Inspector Academies in California. He has also instructed at the California Regional Fire Academy, specifically on the subject of fire protection systems and fire alarm systems.

Russ is a four-time graduate of the National Fire Academy in Emmitsburg, Maryland, where he specialized in the Fire Prevention Management Curriculum. The courses included Management of Fire Prevention Programs; Code Management: A Systems Approach; Fire Service Communications; and Interpersonal Dynamics.

Additionally, Russ previously served as a Fire Services Representative on the California State Fire Marshal's Automatic Extinguishing System Advisory Committee. He has also served on the Planning Commission for the City of Citrus Heights.

PROFESSIONAL HISTORY

Fire Plans Examiner | BPR Consulting Group | 2022-Present

As a Fire Plans Examiner, Russ reviews plans and their specifications for code compliance and safety for numerous construction projects in California.

Fire Plans Examiner | Consulting Firm | 2012 – 2022

Review plans and specifications for building construction projects to ensure compliance with applicable fire codes and ordinances.

Fire and Life Safety Consultant | Self Employed | 2009 – 2014

Sacramento Metropolitan Fire District | 1994 – 2014

Pomona Fire Department | 1990 – 1994

Northrop Fire Department | 1983 – 1990

SAF Fire Department | 1978 - 1982



PROFESSIONAL LICENSES & CERTIFICATIONS

- CA Certified Firefighter, 1986, 011770
- CA Fire Prevention 1A, 1990
- CA Fire Prevention 1B, 1993
- CA Fire Prevention 1C, 1992
- CA Fire Prevention 2A, 2003
- CA Fire Prevention 2B, 2006
- CA Fire Prevention 3A, 2001
- CA Fire Prevention 3B, 2000
- CA Fire Investigation 1A, 1997
- CA Fire Investigation 1A, 1997
- CA Fire Investigation 1B, 1995
- CA Fire Instructor 1A, 2007
- CA Fire Instructor 1B, 2007
- Hazardous Materials 1A, 1987
- Hazardous Materials 1B, 1987
- CA Hazardous Materials 1C, 1987
- CA Hazardous Materials 1D, 1987
- Emergency Medical Technical, County of Sacramento, D2828

International Code Council – 8092477

- ICC Fire Plans Examiner

MELISSA VINK, CSFM

FIRE INSPECTOR / PLANS EXAMINER

Melissa is a results-driven professional with over 16 years of experience in the fire service, including seven years as a hospital-based fire inspector. She was appointed as a Designated Campus Fire Marshal from the California State Fire Marshal's Office and is highly efficient in performing fire inspection and plan review services for a wide variety of clients and project types.

PROFESSIONAL HISTORY

Fire Inspector / Plans Examiner | BPR Consulting Group | 2022 - Present

Melissa performs fire inspection and fire plan review services for various municipal clients. Reviews commercial and residential buildings to ensure compliance with applicable fire codes and ordinances. Reviews plans and specifications for building construction projects to ensure compliance with applicable codes and ordinances as well as calculations for fire alarm and extinguishing systems.

Fire Inspector / Plans Examiner | Consulting Firm | 2021 - 2022

Responsibilities included performing visual inspections of fire components in new construction and tenant improvements; reviewing new construction plans and tenant improvement plans to ensure compliance with local, state and federal fire and life safety laws; and writing detailed plan review and inspection reports for clients. Melissa performed fire alarm and fire sprinkler inspections along with other required inspections on new construction and tenant improvements. MELISSA worked closely with various agencies to ensure inspections and plan review submittals were completed in an efficient and timely manner and conducted research of various codes and statutes to ensure proper enforcement of fire and life safety compliance. Responsibilities also included attending pre-construction meetings for various jurisdictions to establish expectations for fire and life safety inspections during construction.

Fire Inspector II / Designated Campus Fire Marshal (DCFM) | UC Davis Health Fire Marshal's Office | 2016 - 2021

As Fire Inspector II / DCFM, Melissa performed monthly, quarterly and annual existing building inspections for fire and life safety code compliance. This included the hospital as well as outlying clinics, office buildings and warehouses. Melissa managed the fire extinguisher inspection and maintenance program. She also wrote and submitted for Hospital Administration approval, fire safety policies and procedures for the Health System based on research conducted from the California Fire Code, Title 19 and Health and Safety Codes; once approved, policies were implemented on the UCDH Fire Prevention website as well as the UC Davis Health Policy and Procedures website. Created, facilitated, integrated and maintained 300+ fire and evacuation plans in accordance with current California Fire Code, Health and Safety Code and Title 19, as well as Joint Commission and CMS requirements. Melissa assisted in scheduling and performing annual kitchen hood testing, annual fire alarm testing and quarterly/semi-annual fire sprinkler testing. Assisted with review of new construction and tenant improvement plans for fire and life safety code compliance in non-OSHPD regulated facilities. Managed the fire drill program for the hospital, outpatient clinics, and no-patient office buildings. Conducted fire drills on a quarterly and annual basis. Assisted with staff training of emergency Paraslydes, which included: product



EDUCATION

- AS, Paralegal Studies
MTI College
- AS, General Studies
Cuyamaca College

PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- CSFM Plans Examiner 1A, 1B, 1C
- CSFM Fire Inspector 1
- Hazardous Materials First Responder
- Fire Alarm Plan Review
- Fire Prevention 3B
- Fire Inspector 1A, 1B, 1C
- Fire Inspector 2A, 2B, 2C

research, creation of the Paraslyde training manual and staff hands-on training. Melissa also responded to evacuation/relocation emergencies within the hospital and other medical center facilities as needed. She also researched and conducted audience appropriate fire safety training sessions for up to 300 employees and wrote detailed inspection and plan review reports.

Fire Inspector 1 | UC Davis Health Fire Prevention Department | 2014 - 2016

As Fire Inspector I, Melissa Organized and prepared detailed inspection reports for the Joint Commission and Center for Medicare and Medicaid Services (CMS) audits. She served as Public Education Coordinator for the Fire Prevention department, including fire extinguisher training and emergency evacuation training. As the designated Safety Coordinator, created the fire prevention departmental safety plan which was used as the policy for emergencies within the Fire Prevention office. She created and approved permits, and performed inspections for each, for hazardous materials, special event and hot works requests. Melissa assisted with fire alarm, smoke control and fire sprinkler testing, weekly hospital rounds inspections, monthly kitchen hood inspections, monthly and annual building inspections, wet/dry standpipe inspections, FDC visual inspections and audio-visual device testing. She also managed the fire extinguisher program which included cataloging the number and type of each fire extinguisher and researching the California Fire Code and National Fire Protection Association standards for proper size and type of extinguisher in all UCDH buildings.

Administrative Assistant III | UC Davis Health Fire Prevention Department | 2010 - 2014

In this role, Melissa streamlined the fire inspection and maintenance programs which contributed to increasing the annual inspection and maintenance of fire extinguishers from 2K to 6500 within 12 months. Responsibilities included collecting, organizing and reviewing all weekly & monthly payroll sheets and backup documents; hiring, training and supervising the department's temporary office assistant; assisting in department-wide organizational transition, and obtaining, analyzing and auditing monthly and annual reporting of expenses and account status per university policies. Melissa assisted in the organization of inspection and testing binders for the Joint Commission as well as attended several successful Joint Commission surveys for fire and life safety compliance.

Administrative Assistant II | UC Davis Health Fire Prevention Department | 2007 - 2010

Melissa collected and compiled data for monthly, quarterly and annual reports for the UC Davis Medical Center as well as the State Fire Marshal's Office; logged all inspections in the company database, including findings, results and inspection date; and managed office personnel calendars and coordinated all inspections, fire drills and departmental meetings. In the role she also assisted with monthly inspections of fire extinguishers within the hospital and various medical center facilities.

DON R. CTIBOR, PE

CIVIL PLAN REVIEW

Don is a highly experienced Licensed California Professional Engineer with extensive project experience and management experience. Specific skills include budget strategy, preparation and oversight and implementation of best practices across multiple departments. Knowledgeable in enforcing compliance and minimum standards to safeguard life, limb, health property and public welfare. Don has successfully provided project management expertise for many California clients.

PROFESSIONAL HISTORY

Plan Review Engineer | BPR Consulting Group | 2022 - Present

Don is a licensed professional engineer and provides civil plan review for BPR Consulting Group. Don is well versed in all aspects of land development, civil infrastructure, and grading related to major building projects. Don utilizes his many years' experience to ensure the projects he reviews are well coordinated and clearly identify the information required for a successful project with a minimum of requests for additional information which can often result in project delays.

Professional Engineer | Consulting Firm | Fresno, CA | 2017 – 2022

Don provided project management services for the UC Merced 2020 Project. This was a \$1.3 Billion Campus Expansion Project.

Regional Project Engineer | Moore Twinning Associates, Inc. | 2015 – 2017

Don was the project manager for the Fresno Corporate Office and Monterey Office for Construction Inspection and Material Divisions. He managed 40+ construction material testing and special inspection projects concurrently including the Phase 1 of High-Speed Rail, group up Soledad Middle School, bridge projects, road projects, City water and sewer main/expansion projects. Responsibilities included preparing engineering estimates, expense budgets, proposals, contract development and contract management, report writing, correspondence, presentations to various clients both public and private sectors. Don provided oversight of Federal, State and Local Laws, Codes and Regulations regarding material testing, special inspections and building codes.

Project Manager & Executive Director | Chukchansi Indian Housing Authority, CA | 2012 – 2014

Don managed all phases of development for 88-unit, low-income development, 6-unit leg up development, master planning and site developments for numerous other projects. He established and maintained long-term working relationships with other Tribes nationally, local contractors, developers along with Federal and local governments. Additionally, Don oversaw design of all site development and housing related engineering projects for Tribe



EDUCATION

- BS, Civil Engineering, California State University, Fresno, 2003
- BA, Biological Science, California State University, Fresno, 1996
- AS, Chemistry, College of the Sequoias, Visalia, CA, 1991
- AA, Psychology, College of the Sequoias, Visalia, CA, 1991

PROFESSIONAL LICENSES & CERTIFICATIONS

- CA Licensed Professional Engineer – 76392
- Qualified Storm Water Pollution Prevention Plan Developer / Practitioner | 24244
- EPA RRP Certification (NAT-F115845 & R139176)
- General Engineering Contractor | 744754
- General Building Contractor | 744754
- APNGA Certified Radiation Safety Officer
- Troxler Certified Nuclear Gauge and Hazmat
- DSA Engineer of Record
- Pier / Pile Foundations Special Inspector – Kern County #KC00369-02
- Soils Special Inspector – Kern County #KC00369-01

throughout Madera, Fresno and Mariposa Counties, to ensure legal and regulatory compliance at all times with all operations.

Air Quality Engineer | San Joaquin Valley Air Pollution Control District, CA | 2009 – 2012

Don reviewed and evaluated permit applications, including calculating emission rates and permit fees, determining compliance or non-compliance with air quality regulations, determining and recommending best available control technology, defining permit conditions, and issuing authority to construct permits. He operated a variety of software and programs used to make engineering calculations, enter and retrieve data, and monitor and correct data entry; investigates and corrects errors in the designs.

Assistant Engineer | Madera County Engineer | 2007 – 2009

Don worked with building department reviewing various structural designs, construction, and inspection of grading, retaining walls, private roads, bridges, drainage, and water and sewer systems; work independently on assigned projects; FEMA prepare, check, review, and evaluate structural computations, prepare plans and specifications for County engineering projects; Reviewed elevation certificates and work closely with FEMA in all flood plain matters; attend and assist the Planning Commission, and other public meetings; act as liaison with other government agencies and the general public.

TIM SCOTT, CBO, ICC

BUILDING OFFICIAL | PLANS EXAMINER | BUILDING INSPECTOR

For the past 40 years Tim as provided building safety services on behalf of Northern California communities. Tim served as the Deputy Building Official, Plans Examiner and Building Inspector for the City of Davis, City of Elk Grove and the County of Sacramento. His experience as a Deputy Building Official exposed him to the many facets of managing a Building Department and allowed him to develop the exceptional organizational and management skills necessary to provide superior services to the communities he serves. Tim's experience includes plan review and inspection for all types and sizes of projects including residential, multi-family, commercial, institutional, and industrial projects. He is familiar with multiple permit tracking software systems utilized by jurisdictions and has managed all facets of building department services. Tim currently utilizes his skills as a Building Official, Plans Examiner and Building Inspector to benefit Northern California communities.

PROFESSIONAL HISTORY

Building Official / Plans Examiner / Building Inspector | BPR Consulting Group | 2021 – Present

Tim provides Building Official, plan review and inspection services to Cities and Counties throughout Northern California. Tim's responsibilities also include meeting with clients to ensure that expectations are being met and maintaining client relationships.

Assistant Chief Building Official / Sr. Plans Examiner | City of Davis | 2008 – 2019

Tim's role included management of the City of Davis's Building Department, supervising inspection and plan review staff. Tim over-saw the plan review department to ensure that plan reviews were being completed in a timely and consistent manner. Tim also coordinated plan reviews performed by outside consultants and provided quality control of the consultant's reviews.

Assistant Building Official / Sr. Plans Examiner | Consultant | City of Elk Grove | 2003 – 2008

Tim worked in the City of Elk Grove on a contract basis. Tim's duties included assisting with management of the City's Building Department including management of the City's plan review department to ensure quality and consistency of the plan reviews. Tim began working in the City of Elk Grove early in the City's formation and was instrumental in establishing policies and procedures for the City's new Building Department.

Plans Examiner / Building Inspector | County of Sacramento | 2000 – 2003

Tim provided plan reviews and building inspection services for the County of Sacramento Building Department. Tim was responsible for a range of projects from small residential remodels to large complex commercial and industrial projects.



EDUCATION

- Consumnes River College – Building Inspection Technology
- Yuba College – Course work in Pesticide Applications

CERTIFICATIONS

International Code Council 5087217

- ICC Certified Building Official
- ICC Building Code Specialist B8
- ICC California Building Plans Examiner I6
- ICC California Residential Combination Inspector J5
- ICC California Residential Inspector J1
- ICC California Residential Electrical Inspector J2
- ICC California Residential Plumbing Inspector J3
- ICC California Residential Mechanical Inspector J4
- ICC California Commercial Building Inspector I1
- ICC California Commercial Plumbing Inspector I3
- ICC California Commercial Mechanical Inspector I4
- ICC Accessibility Inspector / Plans Examiner
- ICC Plumbing Inspector P5
- ICC Building Inspector B5
- ICC Building Inspector UBC
- ICC Mechanical Inspector M5
- ICC Mechanical Inspector UMC
- ICC Building Plans Examiner B3
- ICC Plumbing Inspector UPC

General Building Contractor | Self Employed | 1993 – 2000

As a self-employed general contractor Tim was responsible for coordination of all activities associated with a small business including client relations and managing all phases of construction for wood framed residential and commercial projects.

Carpenter / Foreman | Timberline Builders | 1983 - 1993

Tim began working for Timberline Builders as a carpenter and worked his way up to the position of foreman where he supervised a crew of carpenters. Tim was responsible for quality assurance as well as the productivity of the crew.

PROJECT EXPERIENCE

Supervising Plan Examiner / Assistant Building Official | City of Elk Grove | 2003 - 2008

As the Assistant Building Official and Supervising Plans Examiner Tim was instrumental in developing and implementing policies and procedures in the development of the City of Elk Grove's Building Department.

RICK WALTERS, CBO, CASp, LEED, ICC
BUILDING INSPECTOR | PLANS EXAMINER

Rick has over 34 years of experience in the construction industry with over 31 of those years in the Building Inspection industry. Rick has experience as a building official and inspector. He has provided senior inspector services in disaster zones for floods and wildfires which required communication with the National Guard, elected officials and law enforcement. Additionally, Rick is experienced in inspection management, council meetings, planning meetings, city and county design review meetings, field inspections, permit tracking and issuance, record keeping, construction techniques, and office procedures.

Rick has provided inspection services for over 25 different City, County, State and Military installations. He inspected services of a Wildfire Disaster Zone involving over 100 structures and provided Flood Zone inspections for over 1,100 homes. He provided Chief Building Official services to the Cities of Dixon, Calistoga, Yountville, St. Helena, Gridley, Auburn and Woodland.

PROFESSIONAL HISTORY

Chief Building Official / Certified Access Specialist / Senior Inspector | BPR Consulting Group | 2021 - Present

Rick provides Building Official, building inspection, plan review, CASp review and inspection services for several clients in Northern California.

Chief Building Official / Certified Access Specialist / Senior Inspector | Consulting Firm | 2014 - 2021

Performed Building Official, building inspection and plan review services for various Northern California municipalities, as well as providing CASp plan review and inspection services.

Inspection Services | Consulting Firm | Beale Air Force Base, CA | 2012 - 2014

Rick provides full inspection services for military housing at Beale Air Force Base. Inspections of single-family homes and duplexes include foundation, framing, mechanical, plumbing, electrical, and final inspections. Daily and weekly reports are compiled listing any deficiencies or items needing repair/replacement.

Fill-In Building Inspection Services | Consulting Firm | 2011 - 2012

Rick has provided fill-in building inspection services during staff vacations, sick-time, and periods of high-workload for the Cities of West Sacramento and Napa. He has inspected residential and commercial structures for compliance with all applicable building codes and local ordinances.

Building Inspection Services Manager | City of Woodland, CA | 2008 - 2011

Rick oversaw the inspection program for the City of Woodland. He managed and directed the inspectors on staff as well as performed inspections for residential, commercial, and industrial facilities.



CERTIFICATIONS

- IAPMO Certified Plumbing Inspector, 030666
- IAPMO Certified Mechanical Inspector, 090146
- CA LEED Certified, LEED AP BD+C, 10436985
- Certified Access Specialist, CASp-439

International Code Council, 1061008

- ICC Building Code Official
- ICC CA Residential Building, Plumbing, Mechanical, Combination, Electrical Inspector
- ICC Certified Building Official
- ICC CA Commercial Building, Plumbing, Electrical, Combination, Mechanical Inspector
- ICC Building, Electrical, Combination, Mechanical, Plumbing Inspector
- ICC CA Combination Inspector
- ICC Mechanical UMC
- ICC Building Plans Examiner
- ICC Plumbing Inspector UPC
- ICC CA Building Plans Examiner
- ICC Combination Inspector – Legacy
- ICC Building Code Specialist
- ICC Commercial Combination Inspector

PROFESSIONAL AFFILIATIONS

- International Code Council, Committee Member and Teacher

GABRIEL ARGUETA, CASp

BUILDING INSPECTOR

Gabriel has 4 years of experience in the construction industry. He is an ICC certified inspector with experience providing building, mechanical, electrical and plumbing inspections on residential and commercial projects for Cities in the Los Angeles area. Gabriel is also a certified CASp expert and has provided CASp inspections as well as provided CASp design as a consultant. He provides Building Department inspection services to ensure projects were built in accordance with approved plans, specifications and specified codes. Gabriel brings considerable experience from working for several construction companies in the Los Angeles Region.



PROFESSIONAL LICENSES AND CERTIFICATIONS

- Certified Access Specialist, CASp-126
- Licensed Building Contractor No. 430345

PROFESSIONAL HISTORY

Building Inspector | BPR Consulting Group | 2021 - Present

Gabriel provides building inspection services for municipalities in the Los Angeles area. He provides inspections for CASp, Building Code compliance and compliance with the approved construction documents for residential and commercial projects.

Self Employed | Consultant | 2019 to 2021

Gabriel provided ADA consulting services to commercial property owners and business owners. In addition He provided inspection services for various Cities and provided construction consultation to property owners for residential construction projects.

Sr. Building Inspector | City of Hawthorn CA - Building Division | 2001 - 2019

Senior for residential and commercial projects. Provided general building inspection and public safety inspections. Inspected all aspects of the construction process including building, plumbing, mechanical and electrical phases of residential and commercial projects. Also provide CASp inspections and CASp plan reviews.

Project Manager | Pace Setter Company | 1999-2021

Responsible for managing and coordinating projects and supervising construction crews for the installation of modular buildings and school bungalow classrooms.

Construction Sub-Contractor | William Scotsman Construction Trailers & Modular Buildings | 1995 - 1999

Provided services as a sub-consultant for various projects including numerous projects for the Los Angeles School District.

Self Employed Building Contractor | 1982 - 1995

General contractor in the construction industry for commercial and residential projects.

Union Carpenter | 1980 - 1982

Worked as a carpenter on high rise buildings in the Los Angeles area.

Carpenter and Supervisor | ELCCO Builders | 1976 - 1980

Worked as a carpenter and supervisor for residential construction projects.

ISIDORO ZAPIEN, ICC BUILDING INSPECTOR

Isidoro is an Inspector with 26 years of experience in the construction industry. He has extensive experience and is currently certified in structural steel and welding, high strength bolting, spray applied fireproofing, structural masonry and reinforced concrete. Isidoro is also nuclear gauge certified with experience in soils and asphalt. He has performed various inspection services including quality assurance and quality control to ensure projects were built in accordance with approved plans, specifications and specified codes.

PROFESSIONAL HISTORY

Inspector | BPR Consulting Group | 2021 - Present

Isidoro provides building inspection services for various Northern California municipalities. He provides inspections for code compliance and compliance with the approved drawings for residential and commercial projects. Isidoro's areas of expertise include building inspections, code interpretations, construction concept/scope, client relationship management and project management.

Inspector | Consulting Firm | 2017 - 2021

Isidoro provided building inspection services for various Northern California municipalities. He provided inspections for code compliance and compliance with the approved drawings for residential and commercial projects.

Senior Special Inspector | Pleasanton, CA | 2012 - 2017

Isidoro performed special inspections on a variety of commercial projects including and 2.8 million square foot Amazon fulfillment center, a seven story Kaiser Permanente Hospital and Medical Center, a 500,000-square foot tilt up and the Nasa Ames Research Center in Mountain View which consisted of 5-million-gallon water tanks and a super computer cooling tower. As the lead special inspector for these projects, Isidoro was responsible for coordinating with the project inspectors and project managers on daily inspections, performing field inspections which included welding, concrete, rebar and fireproofing, mapping all RFI changes on the approved drawings and submitting daily filed reports to the client.

Senior Special Inspector | Quality Control Manager | San Diego, CA | 2009 - 2012

Isidoro was the Senior Special Inspector and Quality Control Manager for a variety of naval air station projects including a Marine Reserve training center, group hanger #5, a child development center and the renovation of building 730 A. He was responsible for providing special inspections for concrete, structural steel and welding, structural masonry, reinforced concrete, material sampling, verification of material type, field density testing and monitoring quality of work. He also ensured his daily reports documented compliance to plan, the geotechnical report, job specifications and compliance to the code.

Senior Engineering Technician | Concord, CA | 2002 - 2009

As the Senior Engineering Technician, Isidoro was responsible for concrete and welding inspections in the field, NDT procedures during construction and performing construction inspections as required on multiple projects including the Livermore Civic Center Library and the West Sacramento Force Main Pipeline.



PROFESSIONAL LICENSES AND CERTIFICATIONS

- AWS Associate Certified Welding Inspector, 01110444
- ACI Concrete Field-Testing Technician Grade I, 030005
- Nuclear Density Testing Gauge, 12495

ICC NO. 5003730

- ICC Reinforced Concrete Special Inspector Associate
- ICC Spray Applied Fire Proofing Special Inspector
- ICC Structural Welding Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Structural Steel and Bolting Special Inspector
- ICC Commercial Building Inspector

LANDON COLLINS, ICC BUILDING INSPECTOR

Landon has 19 years of experience in the construction industry. He is an ICC certified inspector with experience providing building, mechanical, electrical and plumbing inspections to residential projects well as providing commercial building inspections for Cities and Counties. He provides Building Department inspection services to ensure projects are built in accordance with approved plans, specifications and specified codes. Landon also brings considerable experience from working for several California construction companies.

PROFESSIONAL HISTORY

Building Inspector | BPR Consulting Group | 2021 - Present

Landon provides building inspection services for various California municipalities. He provides inspections for code compliance and compliance with the approved construction documents for residential and commercial projects.

Building Inspector | Consulting Firm | 2021

Duties included residential inspections for Madera County Building Division and running day to day operations as the lead for the Building Department at the City of Sonora.

Building Inspector I & II | Merced County Dept. of Public Works- Building Division | 2019 - 2021

As Senior Field Inspector, Landon provided general building inspection and public safety inspections. Inspected all phases of the construction process including building, plumbing, mechanical and electrical for residential, commercial and agricultural projects. Also inspected industrial projects including local agricultural, manufacturing, and food processing plants.

Site Supervisor | DMC Construction | 2018-2019

Landon served as Construction Site Supervisor and Managing Carpenter for a growing construction company in Merced, CA. He directed and delegated responsibilities to company employees as well as provided management to subcontractors from various trades, with strict adherence to code and high-quality building standards. He provided daily hands-on site work as needed to complete projects.

Owner / General Contractor | Collins Construction | 2013 - 2018

Landon focused on residential and commercial remodels and new construction. Projects included re-wires and electrical additions, fine finish work, plumbing, framing. Landon gained experience with contracts, plan reading, scheduling and budgets.

Lead Carpenter | Williams and Sutton Construction | 2011 - 2013

Landon served as Lead Carpenter for major residential and commercial remodels. He provided Electrical, plumbing, framing, finish work as well as supervision of the construction crew.

Communications Technician II | Comcast Corporation | 2010 - 2011

Installation and repair of cable, internet and phone services inside and outside of customer premises. Experience doing line work and climbing utility poles.



PROFESSIONAL LICENSES AND CERTIFICATIONS

ICC CERTIFICATION NO. 8984654:

- ICC Commercial Building Inspector
- ICC Residential Building Inspector
- ICC Building Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Electrical Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Comb. Inspector
- ICC Building Plans Examiner

CHRISTIAN CIESLEWICZ, ICC BUILDING INSPECTOR

Christian has over 19 years of experience in the construction industry. He is an ICC Combination Building Inspector with experience providing building, mechanical, electrical and plumbing inspections for residential and commercial projects. He provides building inspection services to ensure projects are built in accordance with approved plans, specifications and specified codes. Christian also brings considerable experience gleaned from working as a Journeyman Electrician and Journeyman Carpenter.

PROFESSIONAL HISTORY

Building Inspector | BPR Consulting Group | 2022 - Present

Christian provides building inspection services for various California municipalities. He provides inspections for code compliance and compliance with the approved construction documents for residential and commercial projects.

Building Inspector | Consulting Firm | 2013 – 2022

Christian served Northern California clients as Contract Building Inspector. He performed inspections of residential, multi-tract new home subdivisions, light commercial, tenant improvements and code enforcement. Projects included one-to-two million square foot concrete tilt up buildings and multifamily apartment complexes.

Building Inspector | Frontline Home Inspections | 2012 – 2013

Christian owned and operated Frontline Home Inspections and provided high quality home and insurance inspections throughout the San Francisco Bay Area.

Supervisor | Home Depot | 2011 – 2012

Christian supervised the electrical and millwork departments. He performed customer service duties, supervised staff and ordered merchandise for the departments.

Building Inspector/Deputized Code Enforcement Officer/Field Supervisor | Consulting Firm | 2004 – 2010

Christian served as Contract Building Inspector for numerous California clients. He performed building safety inspections on residential and commercial projects, tenant improvements, un-permitted dwellings. Christian provided Code Enforcement services to include locate and issue Stop Work Notices on un-permitted construction projects. He assisted the Police Department with inspection of grow houses after searches were performed.



EDUCATION

- UBC Building Inspection Program
Aspire College, Sacramento, CA
- Administration of Justice
Ohlone College, Fremont, CA

PROFESSIONAL LICENSE & CERTIFICATIONS

- FEMA Certified Disaster Housing Inspector, Parr Inspections
- ASHI Certified Home Inspector
- PC 832 Certification POST Control

International Code Council - 5211393

- ICC/UBC Combination B5 Building Inspector
- ICC Plumbing Inspector
- ICC Mechanical Inspector

CANDIDO TAPIA, ICC BUILDING INSPECTOR

Candido has 11 years of experience working in the building industry with various specialties. He is an ICC residential and commercial certified building inspector, and has as a CalFire Fire Sprinkler Fitter certification. Candido is well versed in reviewing construction sites, plans, permits, and licenses and has a strong history of helping contractors and owners resolve problems with safe and compliant strategies.

PROFESSIONAL HISTORY

Building Inspector | BPR Consulting Group | 2023 - Present

Candido provides building inspection services for various Southern California municipalities. He provides inspections for code compliance and compliance with the approved construction documents for residential and commercial projects.

Building Inspector | City of Tulare, CA | Apr 2022 - Oct 2022

Candido completed daily inspections of new construction, refurbishment, and repair projects. He provided information about methods and materials to correct problems and bring construction in compliance with ordinances while keeping codes up-to-date on inspections.

Fire Sprinkler Inspector/Service Technician | On Guard Fire Protection | 2021 - 2022

Candido was responsible for finishing fire systems in preparation for city or county fire department inspections in compliance with NFPA codes. This included installing, servicing, testing, and repairing fire sprinkler systems. Candido also documented and reported defects of fire sprinkler systems noncompliant with NFPA codes. He attended to daily services or repairs called in by homeowners or general contractors and reviewed blueprints and project specifications to determine correct installation of fire sprinkler systems.

Field Supervisor | American Fire Protection | 2014 - 2020

Candido scheduled inspections with county or city inspectors on a daily or weekly basis. He attended onsite meetings to coordinate with superintendents and other trades, and responded in a timely fashion to emails and phone calls to address any issues, questions, or concerns that superintendents or property owners may have. Candido met project deadlines without sacrificing build quality or workplace safety. This included scheduling labor, ordering materials and coordinating with other contractors to complete projects. He read plans and blueprints, and communicated daily with vendors and staff to keep projects fully operational.



EDUCATION

- Antelope Valley Adult Education, Lancaster, CA

PROFESSIONAL LICENSE & CERTIFICATIONS

- CalFire Fire Sprinkler Fitter

International Code Council - 10072094

- Commercial Building Inspector
- Residential Plans Examiner
- Residential Building Inspector
- Building Inspector
- Residential Electrical Inspector
- Residential Mechanical Inspector
- Residential Combination Inspector
- Residential Plumbing Inspector



CITY OF FONTANA



Plan Review and Inspection Services BS-24-05-SP

August 17, 2023 | 2:00 P.M.

MAIN PROPOSAL CONTACT:
Shelby Sieracki
Senior Account Manager
626.224.2055
ssieracki@interwestgrp.com

www.interwestgrp.com

A background image showing several large rolls of white paper or fabric stacked on a surface. The rolls are partially unrolled, showing the texture of the material. The image is slightly blurred, focusing attention on the text on the right.

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Authorization/ Cover Letter



August 17, 2023

City of Fontana
Building Department
ATTN: Steve McGuffey, Purchasing Office
Electronic Submittal via www.fontanapurchasing.org



1500 S. Haven Ave, Suite 220
Ontario, CA 91761
P (909) 295-3142

RE: Request for Proposal for Plan Review and Inspection Services, BS-24-05-SP

Dear Selection Committee,

Interwest Consulting Group Inc. (Interwest) is pleased to present our proposal in response to the Request for Proposal (RFP) for Plan Review and Building Inspection Services to the City of Fontana (City). **Interwest has had the pleasure of working with the City of Fontana for Engineering Services since 2020, which makes us very familiar with the City's policies and procedures.** Accurate and timely Building Department Services are critical to helping support your City's development. The City can rely on Interwest to provide you with quality and efficient solutions that deliver consistent customer satisfaction for the most reasonable cost.

In order to provide your community with quality services, it is essential to choose a company with demonstrated abilities capable of fully managing the Building Department Services you need, when you need them. With a deep bench of more than 400+ professionals dedicated to providing municipal services to our clients, our team of well-qualified staff brings the following advantages to the City:

- **Team Capacity and Capabilities:** Interwest has the largest building services team in California. Few, if any, of our competitors can match our depth of qualified, available staff. Our Ontario office will serve the City on this contract and provide a longstanding team of experts that have successfully delivered building plan review and inspection services.
- **Proven Experience:** Our long-term experience serving many similar California communities in San Bernardino and Orange County include, the City and County of San Bernardino, Anaheim, Costa Mesa, Lake Forest, Upland, Rancho Cucamonga, and Riverside County. The work we perform in these communities provides Interwest with a thorough working knowledge of the requirements and expectations of the City. Our previous work highlights our technical expertise to perform these services quickly and resourcefully. Client satisfaction remains our underlying work performance theme and is the most important part of any statement on past performance. Within this proposal response, we have provided examples of our work, each similar to this contract's size, scope, and complexity.
- **Your Local Partner:** Interwest is your local partner with the capacity and availability to customize services to meet your needs. We are certain the City will benefit from this partnership through working alongside **William "Bill" Hayes, CBO, ICC**, who will serve as the **Project Manager** to the City, and **Shelby Sieracki**, who will serve as the **Account Manager/Primary Contact** for the City. Bill may be contacted at 909.568.9749 or whayes@interwestgrp.com, and Shelby may be contacted at 626.224.2055 or ssieracki@interwestgrp.com. We are excited to **continue to partner** with the City of Fontana, as we work together to create a better future for your community.

Authorization: As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. Should any questions arise, I can be contacted at 619.372.9962 or via email at pmeschino@interwestgrp.com. This proposal is valid for ninety (90) days.

Sincerely,

Paul Meschino, President of Interwest Consulting Group, Inc.

Introduction

A.





A. | Introduction

Approach to the Scope of Services

Interwest has extensive experience and a proven track record of seamlessly integrating building plan review, building inspection, building official services, permit technician services, and community development services as-needed, in a cost-effective manner. Our services consist of providing a single staff member or a complete team. We tailor our staff to fit your specific needs. [Please find our full office information in Section B: Qualifications, on page 16, and the names/responsibilities of our proposed staff in section C: Personnel, on page 23.](#)

WHAT THE CITY CAN EXPECT FROM THEIR INTERWEST TEAM

We have reviewed the City's processes, local concerns, expected turnaround times, and the level of service required to provide outstanding support to the Building Safety Department. Our experience working with the City for engineering services provides us with an in-depth understanding and insight into the City's preferences. This makes us uniquely qualified to provide services without a "getting to know you" phase that can sometimes lead to service interruptions. Our staff's quality and training, combined with our proven business practices and a core commitment to customer satisfaction, ensure each client receives the highest levels of contract performance, professionalism, and responsiveness in the industry.

All Interwest Team Members will:

- ✓ Wear/display proper identification.
- ✓ Possess/maintain the licenses/certifications required to perform compliant plan reviews, building inspection and permitting services.
- ✓ Be knowledgeable of design principles, local zoning, and topographical site plans.
- ✓ Remain proficient and knowledgeable of federal, state, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.
- ✓ Offer exemplary customer service while performing their duties and interacting with City staff, elected and appointed officials, construction firms, and the public.
- ✓ Attend meetings as required by the City.
- ✓ Always exhibit professional and courteous conduct and an appropriate appearance during interactions.
- ✓ Meet all job safety requirements and OSHA safety standards.

Plan Review Services

All plans examination services will be performed by a licensed Civil or Structural Engineer and/or an ICC Certified or otherwise qualified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our other regional offices. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.

Our staff will work with project applicants in a collaborative and professional manner to quickly identify and resolve violations of codes, standards, or local ordinances. They will provide thorough plan reviews in an effort to ensure complete and accurate construction documents to minimize questions and problems during the construction phase of projects.

TECHNICAL CAPABILITIES IN PLAN CHECK AREAS

Interwest staff possesses significant technical capabilities in all areas of plans examination competence. Plans examination activities will be performed under the direction of a California licensed professional engineer and/or licensed architect. Our staff will conduct an accelerated plan review on an as-needed basis as requested by the Building Official.

Non-Structural Life Safety

Interwest's non-structural plans examiners furnish plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 3 medical office buildings. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story residential projects to complex high-rise buildings and numerous building additions and remodels.

We are experienced and familiar with the use and application of the most current editions of the following codes:

- California Building Standards Code
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-adopted amendments or ordinances

Structural

Our California-licensed Structural Engineers have experience designing and reviewing projects utilizing virtually all building materials:

- Wood
- Masonry
- Heavy Timber / Timber Frame
- Concrete
- Structural Steel
- Cold-Formed Steel Framing
- Straw Bale
- Rammed Earth
- Aluminum



Our engineers have designed or reviewed a wide array of lateral force resisting systems including:

- Steel Moment Frames
- Buckling Restrained Braced Frames
- Eccentric Braced Frames
- Concentric Braced Frames
- Concrete Moment Frames
- Wood Shearwall Systems
- Masonry Shearwall Systems
- Concrete Shearwall Systems
- Cantilevered Column Systems
- Various Proprietary Lateral Force Resisting Systems

Our structural engineers are experienced with the provisions of most model codes including, but not limited to, current versions of:

- CCR Title 24, Part 2, Volume 2
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP Requirements for Existing Building

Mechanical, Plumbing & Electrical

Interwest's California-licensed Mechanical and Electrical Engineers are well-versed in the application of California Mechanical, Plumbing, Electrical, Energy, and Green Building Standards Codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted ordinance

Energy Compliance

Our engineers and plan reviewers are up-to-date on all California Energy requirements as they relate to both new and remodel construction on large residential and commercial projects. The Energy Efficiency Standards for Residential and Nonresidential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

Green Building Standards

Our staff is familiar with the incorporation of CALGreen building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators with a framework for identifying and implementing measurable green building design, construction, operations, and maintenance solutions. LEED certification consists of a number of different rating systems that apply to many building types—commercial as well as residential and measures how well a building performs across many sustainability metrics, including: energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

Access Compliance – CASp Review

All of Interwest's CASp-Certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our goal is to provide experts in the industry who can perform services for building departments by customizing our services to correspond with our client's expectations and needs. We work collaboratively with our clients to resolve plan review and inspection-related issues as efficiently as possible, ultimately resulting in an expedited process and successful project.

Our architects and plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance regulations and are available for plan review and/or evaluations and consultation. We offer support to municipalities for compliance enforcement and/or developing a transition plan towards compliance, and successfully partner with the disabled community to address the needs and requirements of both entities. We can assist our clients in interpreting various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code 'interpretation,' hardship, and code changes.

Flood Zones

Interwest's staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones, as several of our clients have developments that occur in areas prone to flooding. Interwest's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as the local jurisdiction's ordinances. In addition, members of Interwest's staff have participated in state-sponsored committees to establish guideline and regulations for construction in areas designated as flood zones.

OSHPD 3

Our staff of plans examiners has extensive experience in providing plan reviews for OSHPD 3 projects. Our staff is well versed with the OSHPD 3 requirements contained in the California Building Code. We also have OSHPD-certified inspectors available on an as-needed basis.

Fire Code Plan Review

We have a complete staff of experienced and licensed professional fire protection plans examiners and inspectors for your fire life safety needs. Our staff can check plans for compliance with all applicable fire code and standard requirements, including but not limited to the following: ICC Fire Code, Uniform Fire Code, California Fire Code, Life Safety Code, NFPA standards, and your local/regional amendments.

Our Fire Plans Examiners and Inspectors are well versed in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC)
- California Building Code (CBC)
- Local amendments and policies related to the CFC and CBC
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- Fire Department Standards
- National Fire Protection Referenced Standards pursuant to the above Codes
- Municipal, State or Federal regulations enforced by Fire Departments and Fire Districts



CODE INTERPRETATIONS

Code interpretations are subject to final review and approval by the Chief Building Official or City designated staff. Interwest's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official or Fire Marshal make an informed decision. All plan review comments are subject to review and approval by the City Building Department.

TRANSPORTING PLANS

Interwest Consulting Group will arrange for all pick-up and delivery of plan review documents from the City at no cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

SPECIAL PROJECTS AND ACCELERATED SERVICES

Interwest is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project-specific turnaround goals and procedures with City staff for these types of projects based on the complexity of the projects as well as the construction schedule. Our staff of engineers and plans examiners will work with the City to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues in a collaborative manner to resolve plan review issues as quickly as possible.

COMMUNICATING PLAN REVIEW RESULTS

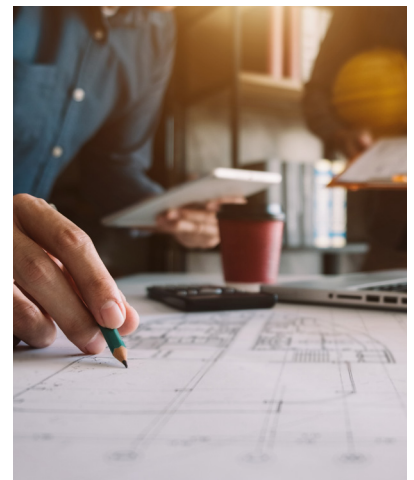
Plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings and referencing applicable code sections. Interwest will provide the City with a clear, concise, and thorough document from which clients, designers, contractors, and owners can work. At the completion of each plan review cycle, Interwest will return an electronic and hard copy of the plan review comment list to the designated applicant and City representative. Upon completion of the plan review, after all plan review issues have been resolved, Interwest will provide two complete sets of all final documents annotated as "reviewed" to the City for final approval.

ON-SITE CONSULTANT SERVICES & MEETING ATTENDANCE

Our staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of the plan review service. Interwest's engineers and plans examiners will be available to meet with City staff, the design team, applicants, and/or contractors, at the City's request, to discuss and resolve plan review and code-related issues. We will be available within one (1) business day to respond to questions from the City that may be generated during field inspections for each authorized plan check that is subsequently issued a permit for construction. Voicemails, e-mails, and faxes will be responded to as quickly as possible, always within 24 hours.

ELECTRONIC PLAN CHECK SERVICES

Interwest currently provides electronic plan review services for multiple jurisdictions throughout California, and we are prepared to provide electronic plan checks for the City. We are familiar with many electronic plan review platforms, specifically utilizing [Bluebeam](#). This service allows for access by City staff to the documents. More and more jurisdictions are seeing the benefits of electronic permit and plan check, especially for large, complex projects. Electronic plan check services deliver many benefits to municipalities, including substantially improved turnaround times; instantaneous comments to the developer, applicant, or architect; secured accessibility to documents; and reduced paper storage. Our staff is experienced in providing electronic plan reviews and can work closely with the City on any electronic plan check software program that is utilized. Our goal is always to collaborate with and support the building department by providing thorough, accurate, and timely plan reviews.



PLAN REVIEW TRACKING METHOD, TRANSPORT, AND BILLING PROCESS

Our staff has experience working with most project-tracking databases utilized by building departments. Our staff will update electronic records and make project-related database entries as directed by the City. We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information, and any special requests you would like us to keep in mind.

Interwest uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to the delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle, and completion date for the current review can be provided. In addition to standard phone communication, custom reports can be emailed. **We will transport plans in the method that the City prefers at no cost to the City.** Our local Ontario office, which is approximately 11 miles away, will service the City of Fontana.

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required. Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant's needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

Building Inspection Services

Building inspectors qualified to perform residential and commercial inspections can be made available as-needed during normal business hours (40 hours/week). Inspectors can also be flexible to assist during special off-hours by request with advance notice.

The assigned staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans as well as identify issues of non-compliance with applicable building and fire codes. Our field inspection services will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we will be available to answer in-person or telephone inquiries.

We understand that municipal codes are frequently updated, so we will ensure that the projects we are inspecting are compliant with current code requirements. More specifically, we will ensure compliance with Title 24 California Building Codes, parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, and 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historic buildings.

Interwest's ICC / CASp certified inspectors have performed both building and fire inspection services on a wide variety of construction projects including new residential developments, large custom homes, and commercial, institutional, assembly, essential service buildings, and industrial projects. When necessary for large or fast-track projects, multiple inspectors are available.

Interwest's inspectors will provide field inspections including site inspections of projects to verify conformance with approved drawings and specifications, which will include a review of the permit documents to verify that on-site conditions are consistent with the approved documents for square footage, setbacks, heights, and any other applicable conditions. At the completion of inspections, Interwest's inspectors will complete all necessary City forms and documents as required to provide seamless service.

We understand that personality and customer service are crucial to on-the-job success; therefore, we have selected inspectors who are well-versed in customer service and skilled in dealing with people both at the public counter and in the field. All inspection personnel assigned will be ICC and/or CASp certified as required.

INSPECTOR QUALIFICATIONS & CERTIFICATIONS

Interwest retains inspectors who are motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance. All Interwest inspectors are ICC-certified. Inspection personnel assigned will be able to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, the public and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools, and safety used in building inspection and the most current building standards.

VIRTUAL INSPECTIONS

Our staff has begun providing Remote Video Inspections (RVI), which allows for the inspection of a building or building systems using already available video technology. RVI is intended to be a complete and thorough inspection that meets the minimum requirements of the California Codes and local ordinances.



Schedule

We will consistently complete plan reviews within the required timeframes (or faster!) for the City of Fontana. We work hard to accommodate any turn-around schedule desired by a jurisdiction. Multi-disciplinary reviews are typically performed in our offices but we are available for on-site work when required and whenever possible. We understand both the City and the project applicant are looking for quality reviews within a defined time frame. Our staff will meet or exceed the city's turnaround time outlined in the RFP.

Bill Hayes, CBO, ICC, Project Manager, will be responsible for managing the time schedule and assuring schedule compliance. Bill will also be in charge of resource allocation of our key personnel committed to the City. We can quickly fine-tune staff or staffing levels to match changes in activity to ensure a high level of customer service is maintained. We have picked staff uniquely qualified and experienced to deliver the exact services requested. In addition, we are skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. *Note below, larger commercial projects will be completed within 15-days or as discussed between City and consultant.

MAXIMUM DELIVERY TIMES FOR BUILDING PLAN REVIEW (COMMERCIAL & RESIDENTIAL)

TYPE OF JOB	TURNAROUND TIME FIRST CHECK	TURNAROUND TIME RECHECK
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days

Quality Control/Quality Assurance

Interwest prides itself in meeting clients' needs while maintaining a high level of quality control. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk. To ensure quality, Interwest has implemented a Quality Assurance/Quality Control (QA/QC) program where our Project Manager performs random quality evaluations of our staff throughout the year. Interwest's QA/QC activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system).
- Our Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- Periodic peer review of plan reviews.
- Staff feedback as necessary for any discrepancies or improvements needed.
- Staff is paid to attend both internal and external training to grow professionally and improve skill sets.
- The Account Manager conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided.
- Sending periodic customer satisfaction surveys for feedback on work performed and services provided.
- Interwest uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary.
- Given Interwest's comprehensive approach to management and plan review, the probability of risk is low. As part of our QA/QC process, we ensure that Interwest standards are met. We involve the City in the entire process to maintain transparency.

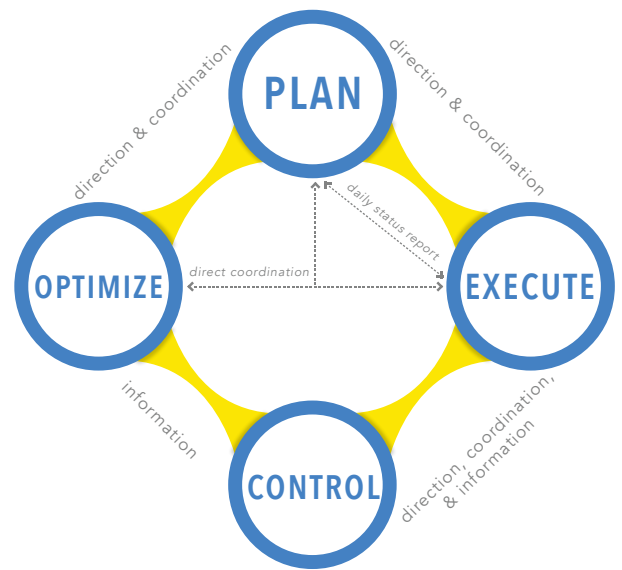


PROJECT MANAGEMENT APPROACH

Our project management approach begins with applying our Plan, Execute, Control, Optimize (PECO) philosophy. The PECO framework, illustrated to the right, is based on our team's experience and industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework, the Interwest team delivers a project management approach that combines the right people, processes, and tools to perform the Scope of Services requirements. Our support for the City requires a methodology to operate and maintain all areas of service efficiently. The Interwest team's process is structured to streamline our resources and provide responsive services. Successful execution of building support services starts with a responsive team structure that can anticipate and address resource needs.

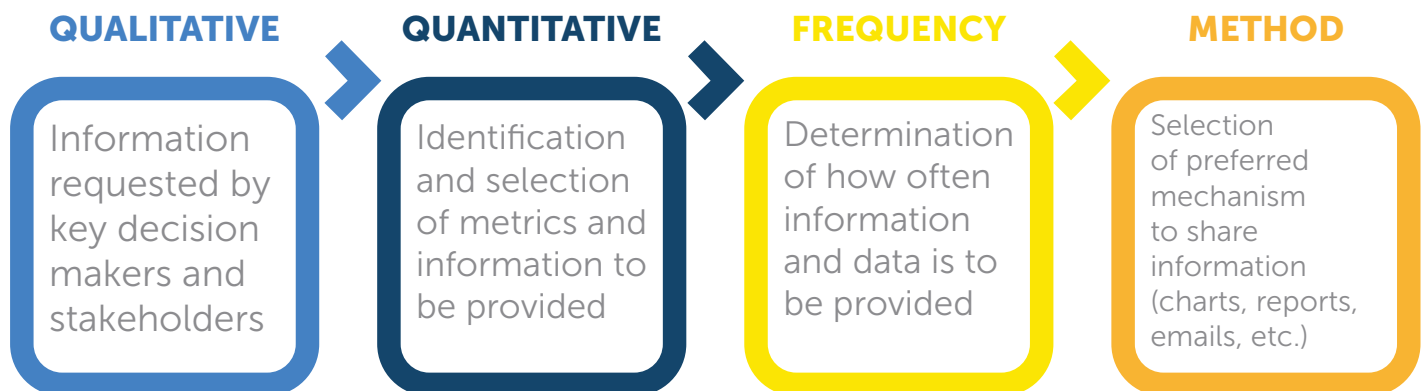
Our team works on multiple tasks simultaneously, and our organizational structure supports the staff in overseeing this process effectively. Our Project Manager, [Bill Hayes, CBO, ICC](#), will ensure overall project performance and completion.



The PECO framework delivers a contract management approach that combines the right people, processes, and tools to perform contract work.

APPROACH TO COMMUNICATION & COORDINATION

One of the keys to the efficient and successful flow of information is clear, effective communication. Everyone involved with a contract of this size and scope must be aware of changes, progress, and challenges. We commit to working with you to determine the best ways to communicate the right information to the right people at the right time. Our priority is to ensure the best possible experience working with our team—with minimum impact on the City and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the City and Interwest. Everyone involved must be aware of progress and changes they can expect going forward. We will prepare communications that can be shared with all City staff, detailing what to expect during contract transition and moving forward. We work with you to develop a schedule and format to meet your needs for aggregate reporting. Report formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest to the City. We ensure our work effort is clearly communicated to the City throughout the contract's life, adjusting as necessary. The following is a summary of our communication plan:



Qualifications

B.





B. | Qualifications

Interwest has extensive experience and a proven track record of successfully providing complete building department services to public agencies for 21 years. We currently serve more than 330 public agencies, providing plan review, inspection services, and community development technician services.

Interwest was founded by individuals with a passion for serving municipalities. On May 17, 2021, Interwest became a wholly-owned subsidiary of SAFEbuilt, LLC. Interwest, combined with our subsidiaries, employs more than **400+ professional staff in California, supported by SAFEbuilt's larger resources of about 1,700+ national employees.** Our staff spans a multitude of disciplines, roles, and job placements to municipalities within building departments throughout California.

Providing building department services is at the core of our business. We have highly qualified staff and extensive resources throughout the state. Interwest is comprised of licensed Civil and Structural Engineers, Electrical Engineers, Fire Protection Engineers, and Mechanical Engineers registered in the State of California, ICC Certified and highly qualified Plans Examiners and Inspectors, Certified Access Specialists (CASp), licensed Architects, and other professionals specializing in providing complete building safety services to local government agencies.

Our staff has held senior and executive management positions within numerous California cities and public agencies, including the titles of Building Official, City Engineer, Public Works Director, Construction Manager, City Planner, and other management personnel. This depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

We furnish both technical excellence and a thorough understanding of the regulatory process to assist our clients through the sometimes-daunting complexities associated with the delivery of projects, implementation of important public programs, and adoption of significant public policy. **On the pages that follow, please find recent related experience by our top-level management team who excel in performing the services requested. The possession of appropriate licenses and certifications of our project staff may be found in their résumés displayed in Section C: Personnel.**

INTERWEST PROFILE

YEAR FOUNDED & BUSINESS STRUCTURE:

2002, Corporation

FIRM CAPACITY:

More than 400
Employees
(and 700+ Plan Reviews
completed weekly)

PROJECT OFFICE:

1500 S. Haven Ave., Suite 220
Ontario, CA 91761
909.295.3142

Fax: N/A

whayes@interwestgrp.com

SERVICES INTERWEST PROVIDES:

Building Department Services
Municipal Engineering
City Planning
Construction Management
Traffic Engineering
Real Property Services

With a staff of more than 200 professionals in our Building and Safety Division, Interwest maintains the largest building and safety services staff in California.

Recent Project Experience

Interwest is pleased to present projects of similar size and scope completed by our proposed team, including a list of California clients we provide services to for Building Plan Review and Inspection.

HARVEST AT TERRA VISTA // CITY OF RANCHO CUCAMONGA, CA



In 2022, Interwest partnered with Rancho Cucamonga in the current review of the new Harvest at Terra Vista Apartments. This building is approximately 300,000 square feet, including a pool house, club house, and parking structure.

ON-CALL BUILDING SAFETY SERVICES // CITY OF COSTA MESA, CA



Interwest has assisted the City of Costa Mesa since 2007. Our staff provides thorough and timely plan review and building inspection services. Interwest continues to perform a variety of inspections on the City's expansive South Coast Plaza Shopping Mall. The majority of these projects have been single-story TIS for individual stores at a time, working quickly and thoroughly so as to minimize inconvenience to both business owners and the public. One of our most recent tenant improvement projects was performed for the mall's Chanel boutique.

Orange County Museum of Modern Arts - This project is a 2-story mixed-use museum that totals 52,000 square feet with 25,000 square feet dedicated to exhibitions. There are 10,000 square feet of multipurpose, education, and performance space and 10,000 square feet of additional space for exhibitions in a possible expansion and the rooftop terrace can accommodate up to 1,000 people. Interwest is providing complete plan review services for this project on behalf of the City of Costa Mesa.



FULL-SERVICE BUILDING SAFETY SERVICES // CITY OF LAKE FOREST, CA



In April 2009, Interwest began providing turn-key building safety services to the City of Lake Forest [population 83,000]. Recognizing the value and cost benefits attributable to employing a contract services model, the City has contracted for building safety services since its incorporation in 1991. Interwest provides a team of on-site professionals that provide all building safety services—blending seamlessly with existing city staff. We provide a full-time building official, building plan reviewers, building inspectors, and a building permit counter technician.

During our tenure, Interwest staff has developed the City's first single, combination building permit which allowed for the same permit number to address all of a structure's elements (electrical, mechanical, plumbing, and structural) requiring approval, greatly reducing hours and paperwork. We also introduced several key documents that have allowed staff to efficiently communicate, including a workflow tracking sheet to document approvals, a standardized monthly report using the City's EnerGov software, and several of the City's Building Safety handouts, reflecting current codes and standards.

Civic Center Campus: In April 2018, Interwest began providing complete turnkey Building and Safety services to the City of Lake Forest, particularly the Civic Center Campus. This 12.5-acre facility is the heart and social center of the Lake Forest community. The Civic Center Campus is comprised of the City Hall Building, Community Center, Council Chambers, Senior Center, and Parking Structure. The estimated cost of construction was approximately \$60 million.

Although there was no formal RFP process, Interwest was selected to provide all plan check and inspection services. Our team at Interwest consisted of on-site professionals who delivered complete plan checks, engineering services, inspections, and electrical services. Fred Marzara, who serves as CBO for Lake Forest, was directly involved in the plan review of the parking structure and four other buildings. One challenge our team faced during implementation was ensuring the secure placement of the building's solar panels. Upon inspection, it was discovered that high winds caused the solar panels to continuously be pulled upward and out of place. Our Interwest team quickly reviewed the issue with the building's architectural designers and after collaborating, found a solution of adding extra pinpoint connectors in addition to the 4 pinpoints the solar panels already had, securing them in place on all sides. The City of Lake Forest was awarded CALBO's 2018-2019 Building Department of the Year Award, setting itself apart with excellent and responsive customer service. The City of Lake Forest Building Department has serviced over nine thousand walk-in customers, has performed over twenty-four thousand inspections, and has issued almost three thousand permits.

ON-CALL BUILDING PLAN CHECK SERVICES // CITY OF IRVINE, CA



Interwest has provided as-needed building plan check services to the City of Irvine since 2007. We also provide engineering plan check services to the City's Public Works Department.

UCI Center: Interwest provided a complete architectural, structural, mechanical, electrical, and plumbing plan review for 500,000 square feet of retail, office, and entertainment space at the new UCI Center.

Koll Center: Interwest provided a complete architectural, structural, mechanical, electrical, and plumbing plan review for the 6-story high-rise building. The project included over 1,500,000 square feet and post-tensioned parking structures.



Current and Previous Municipal Clients

Below, we list a sampling of California clients for whom we currently provide, or have recently provided building services.

CLIENT	SERVICES PROVIDED
Judicial Counsel of California	Plan Review, Building Inspection
California Construction Authority	Plan Review, Building Inspection
Town of Anaheim	Plan Review, Building Inspection, Permit Technician
Town of Capitola	Plan Review
City of Chico Hills	Building & Accessibility Plan Review, Inspection
City of Corona	Building & Fire Plan Check, Inspection
City of Costa Mesa	Plan Review, Building Inspection
City of El Monte	Plan Review, Building Inspection, Permit Technician
City of Fairfield	Plan Review, Planning Entitlement Review
City of Garden Grove	Plan Review, Building Inspection
City of Lake Elsinore	Building Official, Plan Review, Inspection, Permit Technician
City of Lake Forest	Building Official, Plan Review, Inspection, Permit Technician
Town of Lodi	Building Inspection, Full Planning Services
City of Manteca	Building Inspection, Plan Review
Town of Napa	Plan Review, Building Inspection, Permit Technician
City of Palmdale	Plan Review, Building Inspection
City of Pomona	Building Official, Building and Grading Plan Review, Inspection, Permit Technician
City of Rancho Cordova	Plan Review, Building Inspection, Planning, Zoning Code Update
City of Rancho Cucamonga	Plan Review, Building Inspection
City of Rancho Palos Verdes	Plan Review, Inspection, Building Code Enforcement, Permit Technician
City of Rio Vista	Planning, Building Plan Review, Building Inspection
City of Rocklin	Plan Review, Building Inspection
City of Rosemead	Building Official, Plan Review, Inspection, Permit Technician, Front Counter Support
City of Roseville	Plan Review
Town of Santa Clara	Building and Fire Plan Review and Field Inspection
City of Sonora	Building Official, Plan Review, Inspection
Town of St. Helena	Building Official, Building & Fire Plan Review, Inspection, Planning
Town of Tracy	Plan Review, Building Inspection, Fire Inspection
Town of Turlock	Plan Review
Town of Upland	Building Official, Building & Fire Plan Review, Inspection, Permit Technician
Town of Woodland	Plan Review, Building Inspection
County of Fresno	Plan Review, Inspection
County of Napa	Plan Review
County of Yuba	Plan Review, Fire Plan Review
Town of Atherton	Building Official, Plan Review, Building Inspection, Permit Technician

Personnel

C.



C. | Personnel

Project Leadership and Primary Contacts

Interwest believes that maintaining frequent and consistent check-ins between the account management and operations teams and our clients is key to the early identification of performance risks and contributes to contract success. Your account management team will reach out to the City to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties with the opportunity to manage the resources tactfully and develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes.

William "Bill" Hayes, CBO, ICC will serve as the **Project Manager** to the City. Bill brings 20+ years of building official, plan review, and building inspection experience along with 17 years of municipal experience. His progressive and extensive knowledge of the building industry and municipal organization translates to efficient and effective services for our clients. Bill works with Clients, Building Officials, and Community Development Directors to ensure client needs are met and all services provided on behalf of Interwest are delivered professionally, timely, and in a customer service manner.

Bill also meets with architects, engineers, designers, and homeowners as necessary to coordinate the successful delivery of plan review and inspection services. Bill is an excellent supervisor and communicates effectively, both verbally and in writing. These qualities deliver strong results focused on the success of our municipal clients.

Shelby Sieracki will serve as the **Account Manager** to the City. Shelby has served in client relations for more than five years and has learned what it takes to provide a harmonious and informed approach to clients. Shelby will be responsible for ensuring increasing levels of client satisfaction throughout the life of the contract by performing periodic Client Health Checks, a service uniquely provided by Interwest.

Together, Bill and Shelby will be dedicated to ensuring that the City receives high-quality work products in the format required and to providing staff trained and briefed on the City's specific requirements so that services are delivered in a timely manner.



Local Office
1500 S. Haven Ave., Suite 220
Ontario, CA 91761



William "Bill" Hayes
20+ Years of Experience
Project Manager
909.568.9749
whayes@interwestgrp.com

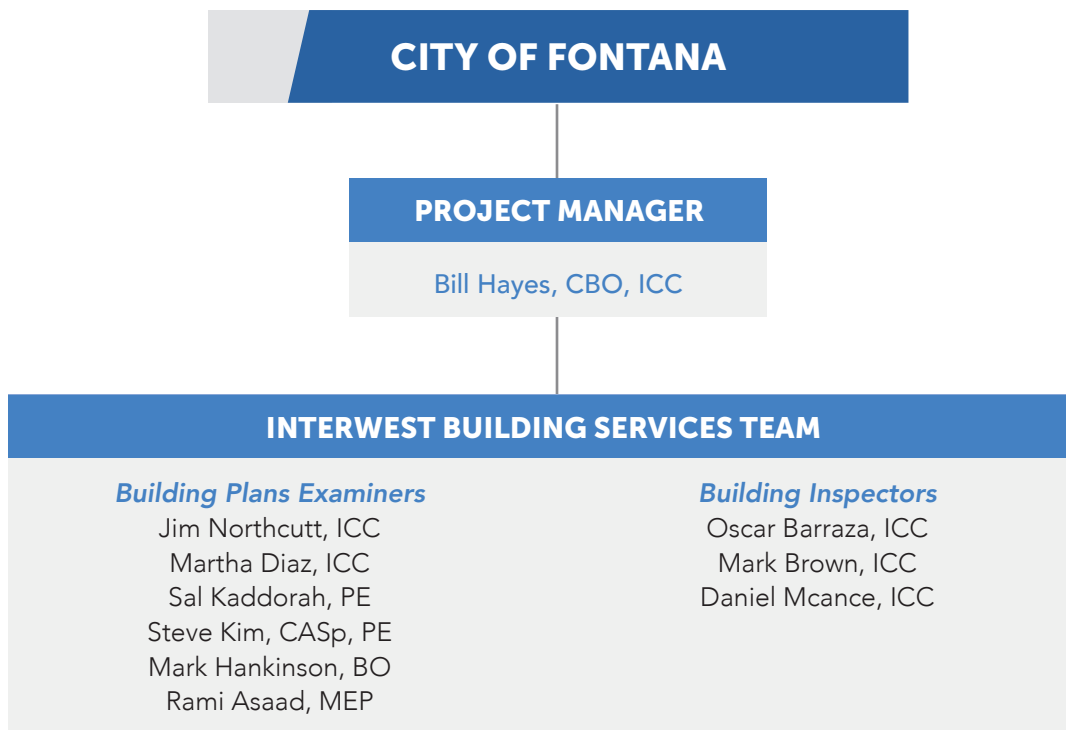


Shelby Sieracki
5+ Years of Experience
Account Manager
626.224.2055
ssieracki@interwestgrp.com

Organizational Chart

Our proposed team members have significant direct experience working as municipal employees and as contract staff members in jurisdictions throughout California. Individually, the professionals selected to serve the City excel in each of their backgrounds. As a team, they possess the professional capability to innovatively create and implement effective solutions to serve the interests of your community. The organizational chart provided below highlights our project team, company roles, areas of expertise, and the organization of our project team.

We have Architects and Engineers on staff for any architectural reviews or engineering plan reviews required. Directly following this page, please find résumés of our project staff which demonstrate the experience and background of our highlighted personnel.



WILLIAM 'BILL' HAYES, CBO, ICC

STATE OPERATIONS MANAGER, BUILDING DEPARTMENT SERVICES

Bill brings 20+ years of building official, plan review and building inspection experience along with 17 years of municipal experience. His progressive and extensive knowledge of the building industry and municipal organization translates to efficient and effective services for our clients. Bill works with clients, Building Officials and Community Development Directors to assure client needs are met and all services provided on behalf of Interwest are delivered professionally, timely and in a customer service manner. Bill also meets with architects, engineers, designers, and homeowners as necessary to coordinate the successful delivery of plan review and inspection services.

PROFESSIONAL HISTORY

State Operations Manager, Building Department Services / Interwest Consulting Group / 2021 - Present

Bill serves clients in the capacity of State Operations Manager and Building Official, coordinating plan review, inspection and department oversight for multiple jurisdictions throughout Southern California.

West Coast Building and Code Group Leader / HR Green / 2019-2021

Coordinated project scheduling, tasks, and budgets to ensure completion within the appropriate time frame. Prepared the scope of services, detailed project, and contracts. Worked with leaders to determine the composition of the project team and assign any duties, schedules, and budget to members. Assisted and delivered proposals to client and managed contracts to determine if amendments are needed, communicated changes to clients and coordinated timely invoices and fees. Identified project opportunities and make decisions under the Practice Leader supervision. Attended leadership meetings, reported on group performance, strategic planning, and marketing efforts. Provided input into the creation of marketing plans and maintained regular and accurate record of marketing activities with clients. Assisted Human Resources with on-boarding new employees, coordinate with IT to ensure office space and equipment are set up properly. Engaged in development-focused discussions with staff to assist in identifying and pursuing activities/projects that aligns with their development objectives.

Building and Operations Manager / City of Industry / 2016-2018

Supervised the daily operations of the Building & Development Services Departments by overseeing the daily operations of the counter customer service, issuing permits, performing plan checks, performing field inspections, gathering data, and executing proposal reports and city projects for the City Manager and City Council. Created training materials and implemented updated procedures for building inspection and counter staff. Evaluated staff responsibilities and productivity to ensure that departments are performing efficiently.

Maintained 24-hours of communications with Los Angeles County Public Works relating to installations and maintenance of sewer laterals, sidewalks, driveway approaches, and public right-of-way. Assigned and monitored work for contractors and consultants, ensuring that the services provided are within the parameters of the City Council's approved contract. Reviewed all engineer specifications to ensure that they are appropriate for all formal bids under \$10,000 and writing specifications and obtaining informal bids for all work under \$10,000. Match bids to consultant invoices to ensure that amounts are correct for the work performed.



YEARS OF EXPERIENCE: 20+

YEARS W/ INTERWEST: 2+

LICENSES/CERTIFICATIONS

International Code Council,
8230972

- Certified Building Official
- ICC Residential Plumbing Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Building Inspector
- ICC Commercial Building Inspector
- ICC/AACE Property Maintenance and Housing Inspector
- ICC Building Inspector

Oversaw an operational budget of over \$50 million, the ADA improvements to public owned properties, and the maintenance of over \$2 million worth of city vehicles and equipment, as well as city properties by repairing and improving 31 homes and 244 parcels; making sure that they comply with local, state, and federal laws, while maintaining 8,000 acres outside the city limits.

Maintained 24-hours of communications with Los Angeles County Public Works relating to installations and maintenance of sewer laterals, sidewalks, driveway approaches, and public right-of-way. Assigned and monitored work for contractors and consultants, ensuring that the services provided are within the parameters of the City Council's approved contract. Reviewed all engineer specifications to ensure that they are appropriate for all formal bids under \$10,000 and writing specifications and obtaining informal bids for all work under \$10,000. Match bids to consultant invoices to ensure that amounts are correct for the work performed.

Oversaw an operational budget of over \$50 million, the ADA improvements to public owned properties, and the maintenance of over \$2 million worth of city vehicles and equipment, as well as city properties by repairing and improving 31 homes and 244 parcels; making sure that they comply with local, state, and federal laws, while maintaining 8,000 acres outside the city limits.

JAS Pacific / Contract Building Official-City of Pico Rivera / 2015-2016 & 2018-2019

Supervised the daily operations of the building, code enforcement, and housing departments for the City of Pico Rivera. Tracked customer service, issued permits, performed plan checks and field inspections, gathered data, and fully executed required reports. Created training materials, and trained code enforcement, building inspectors, and counter staffs on updated procedures for building inspections and policies.

Building Official/Acting Public Works Manager / 2013-2015

Established an innovated Rental Housing Program by using a state-of-the-art GIS based inspection technology to efficiently inspect and publicly record blighted and deteriorated properties and was awarded the Helen Putnum Award for Excellence in the Internal Administration category. Created and implemented an Electronic Document Management System (EDMS) internal plan check process of 97% for efficient productivity of staffs and businesses, allowing the city to retain over \$600,000 of funds in a 2-year period. Organized and managed the Industrial Waste program and successfully raised the compliance from 80% to nearly 100% from businesses within the city. Established a strong relationship with all departments in the city, therefore becoming a resource and asset to all.

Building Commissioner / City of Palos Heights, Illinois / 2008-2013

Responsible for the City of Palos Heights building departments overall operation and its annual budget of \$750,000, as well as coordinated all approved outside vendors and services, and streamlined general office management duties to ensure efficiency of the department's day-to-day operation. Provided oversight for all disciplines of residential and commercial plan reviews, zoning, enforcement, property maintenance enforcement, and all construction inspections from footing to certificate of occupancy. Inspected various construction projects, ranging from single family homes, commercial buildings, Public Works projects, and new constructions/remodeling for a private college, as well as an eight story, 500,000 plus square feet hospital surgical wing.

Senior/Lead Building Inspector / City of Countryside, Illinois / 2007-2008 End Year

Supervised all sign and property maintenance inspections, enforcement programs, as well as inspections for buildings, electrical, and mechanical on residential and commercial projects, as well as zoning plan reviews and enforcement. Coordinated as the department liaison for the local adjunction court by advising the Building Commissioner regarding building codes and city ordinance updates to stay in compliance with all Federal, State, and local laws. Lead the project in developing an electronic plan review/permit submittal program and an extensive electronic filing system for all permit and property files.

Jim Northcutt, ICC

BUILDING PLANS EXAMINER // BUILDING INSPECTOR

With 40 years of experience, Jim has an extensive record of successfully reviewing all phases of highly-complex construction projects. Jim has served various positions with the City of Irvine throughout his career. Accomplished in all duties, including plan review and approval, regulatory compliance, code interpretation, code enforcement, and project acceptance.

PROFESSIONAL EXPERIENCE

Plans Examiner / Interwest Consulting Group / 2015 - Present

Jim provides plans examination reviews for various Central Valley and Southern California jurisdictions.

Plans Examiner / City of Irvine, CA / 1994 - 2014

Jim provided information to architects, engineers, contractors, homeowners and developers regarding Building Codes, Local Codes and State Codes including Title 24 handicap and energy requirements. He plan checked and approved room additions, patio covers, solar installations, spa installations, and all tenant improvements plans including high rises in compliance with City building codes and standard plans, State Codes, and California Building Codes.

Street Lighting Specialist / City of Irvine, CA / 1988 - 1994

Jim supervised and maintained the City's street lighting and landscape maintenance districts; develop and administer the districts budgets; Updates annual assessment land use codes and parcel information; prepare and present engineer's reports and related staff reports to City Council and Finance Commission.

Plan Check Technician / City of Irvine, CA / 1986 - 1988

Jim provided plan check and approval statuses to room additions, spa installations, and patio covers in compliance with City Building Codes, State Codes and Uniform Building Codes.

Engineering Technician / City of Irvine, CA / 1985 - 1986

Jim performed routine review of tract maps, parcel maps, grading plans, landscape plans; check improvements plans for general conformance with City Standards. He assisted in the development and review of design policies and standards.

Engineering Aide III / County of Orange, CA / 1981 - 1985

Jim was a draft man for grading, bike trails, street improvement plans, storm drains, and other County projects using Intergraph CAD system; design, draft and write construction specifications for minor County funded projects.



YEARS OF EXPERIENCE: 40

YEARS WITH INTERWEST: 6

EDUCATION:

- AA, Civil Engineering, Saddleback Community College, 1981

LICENSES/CERTIFICATIONS

- International Code Council, 879908
- ICC Building Plans Examiner
- ICC Building Inspector

Sal Kaddorah, PE

PROFESSIONAL ENGINEER / SENIOR PLAN REVIEW ENGINEER

Sal is a registered engineer with over 30 years of industry and municipal experience, serving major metropolitan governmental agencies throughout Southern California. He spent 18 years of his career serving the Southern California City of Manhattan Beach, beginning as a Senior Plan Check Engineer and progressing to become the City's Building Official and filling in as the Director of Community Development as-needed. This has given him a valuable perspective on and respect for working in a municipality at multiple levels. This insight allows him to problem solve and work effectively within this environment to the satisfaction of existing City staff, the development community, and the public. Over his career, Sal has cultivated expertise and a proven track record of providing City clientele with thorough and accurate reviews on a multitude of project scopes and scales. Sal continues to stay current and well-informed about the latest techniques and technologies to ensure client satisfaction and effective communication.

PROFESSIONAL EXPERIENCE

Senior Plan Review Engineer / Interwest Consulting Group / 2015-Present

Sal serves a variety of clients on a contract basis providing comprehensive plan review services. Sal also, fills in as a building official, as needed.

Building Official / City of Manhattan Beach / 2011-2015

In this position, Sal supervised and managed the Building and Safety Division, including Plan Check, Inspections, Permit Processing and Code Enforcement. He ensured that construction or alteration work was being done according to approved plans and in accordance with the Provisions of Building Codes. Sal also supervised staff and provided training and guidance to perform required job duties and tasks. He prepared reports and conducted presentations for the City Council, City Manager, City Departments, Boards and Commissions, other Public Agencies, and Private Design and Development Sectors. He also performed complex plan checks for large commercial and residential projects, and worked with the design team to ensure proper code compliance for the final design. On occasion, Sal filled in for the Director of Community Development Department, which involved running the Department operations and managing the Department personnel.

Principal Plan Check Engineer / City of Manhattan Beach / 2000-2011

He oversaw all plan check, and inspection activities within private property of the City. The work included all construction activities, i.e., Commercial, Industrial and Residential buildings within the City limits. Sal was also responsible for building code development and other code interpretation issues. He managed and supervised permit processing staff and plan check Engineers; provided technical training for staff pertaining to construction codes; and provided technical Code interpretations for the design and construction community.

Senior Plan Check Engineer / City of Manhattan Beach / 1997-2000

Sal performed plan checks for commercial and residential projects to ensure full compliance with California State codes and City amendments. He provided the Building Official with all technical engineering and life-safety interpretations and decisions on issues related to architectural, structural, disabled access, and energy standards.



YEARS OF EXPERIENCE: 30+

YEARS WITH INTERWEST: 6

EDUCATION:

- MS, Civil Engineering with Specialization in Structural Engineering Design, California State University, Sacramento, 1988
- BS, Civil Engineering, California State University, Sacramento, 1985

LICENSES/CERTIFICATIONS:

- CA Professional Civil Engineer, 43757
- NV Professional Civil Engineer, 20795
- International Code Council, 861125
- ICC Building Plans Examiner

Associate Plan Check Engineer/ City of Sacramento/ 1990 - 1997

Sal performed commercial, residential, and industrial plan checks for the City, as well as complex construction inspections, including plan checks and inspections of high-rise buildings and large arenas. He provided code training to plan check engineers and inspection staff, as well as members of the design and construction community.

Design Engineer / William Merkel Associates / 1985– 1990

In this role, Sal performed structural design for hospitals, schools, commercial, industrial and residential structures. He was in charge of design and construction projects from the initial design phase to completion, including construction costs, budgeting, and all related construction issues.

Graduate Assistant / California State University, Sacramento / 1985– 1988

Sal assisted a professor in the Engineering and Science Department with engineering lectures. He also tutored graduate engineering students and graded homework assignments, tests, and engineering reports.

Steve Kim, P.E., CASp

SENIOR PLAN CHECK ENGINEER

Steve is a Senior Plan Check Engineer with over a decade of experience in his career field. He holds many licenses and certificates, as well as education, making him well-versed and experienced in his career path.

PROFESSIONAL EXPERIENCE

Senior Plan Check Engineer / Interwest Consulting Group / 2023 - Present

- Reviews commercial and residential structures for compliance to the California Code of Regulations, Title 24.
- Provides review for ASMEP, CalGreen, and the California Energy Code.

Senior Plan Check Engineer / City of Riverside Building and Safety / 2020 - 2023

- Review commercial and residential structures for compliance to the California Code of Regulations, Title 24.
- Provide review for ASMEP, CalGreen, and the California Energy Code.

Safety Plans Examiner III / County of Riverside Building and Safety / 2019 - 2020

- Provided guidance to younger engineers.
- Assisted other engineers when complications develop.

Structural Engineer / KPFF Consulting Engineers / 2017 - 2019

- Provided structural analysis and designed commercial and institutional buildings.
- Tasked as primary design engineer and project manager under direct supervision of the principal. These projects included: Yorba Linda Library and Arts Center, Roosevelt Elementary School and major tenant improvements at the Century Plaza Tower.

Project Manager / Gouvis Engineering Consulting Group, Inc. / 2015 - 2017

- Provided structural analysis and design of high density apartments, mixed-use, commercial and tract home developments.
- Interfaced with architects and engineers of varying disciplines to prepare construction documents and provide continued technical support through the permitting and construction process.

Engineering Technician II / Orange County Public Works, Development Services / 2015

- Administered preliminary review of plans, engineering and permit documents at the public counter to qualify submittals for plan check.

Project Manager / Full Stack Developer / Toda World, Inc. / 2012 - 2015

- Worked as primary web server system administrator.
- Web application development of customer reward mobile application.
- Web application development of back-end dashboard, and custom integration of micro-services for development of QR coupon generator, email and SMS marketing, gift card and order processing, and more.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 11

YEARS W/ INTERWEST: >1

EDUCATION:

- Masters of Science Degree in Civil Engineering (Structural Emphasis), University of Southern California
- Bachelor of Science Degree in Civil Engineering, California State Polytechnic University, Pomona

LICENSES/CERTIFICATIONS:

- Professional Engineer, P.E. State of California, License No. C88484
- Certified Access Specialist (CASp) Certificate No. CASp-982
- Building Plans Examiner, B3 Certificate No. 8887591

Mark Hankinson, ICC

SENIOR PLANS EXAMINER

Mark spent 22 years as a Senior Plans Examiner for Pima County, reviewing commercial and residential plans, and ensuring building plan review work is in compliance with State and local building regulations. Mark worked with building inspectors to resolve field-related code issues, provided customer support for zoning and building questions, performed structural calculations for beam loads on residential projects, and reviewed structural calculations submitted.

Mark also had 19 years of experience as an Architect, working on many building types: hospitals, warehouses, banks, tenant improvements, hotels, churches, and residential. He is an effective team member and leader, supervising office staff or supervising individual teams, and has the proven ability to communicate effectively with all other internal and external disciplines.

PROFESSIONAL EXPERIENCE

Senior Plans Examiner / Interwest Consulting Group / 2017 – Present

Mark provides building plan review services to the cities of El Monte, Rosemead, and Maywood for residential and commercial projects to ensure compliance with all applicable building codes.

Senior Plans Examiner / Pima County, AZ / 2001 – 2017

Mark reviewed plans primarily for zoning and building, plumbing, electrical and mechanical requirements on a five-day review schedule. He also reviewed and issued permits for assisted living homes and group homes, Wastewater Sewer Connections permits, and Building and Zoning permits, in addition to reviewing solar permits. He is familiar with online submittals using Project Docs and the County's Adobe system to review all permit submittals that have plans.

Architect / Various / 1982 – 2001

Mark worked at various-sized architectural firms with up to 200 employees. He learned a great deal of knowledge about architectural plans and the process of reviewing plans. Mark ensured plans were complete and complied with the building codes and requirements of various states and jurisdictions.



YEARS OF EXPERIENCE: 41
YEARS WITH INTERWEST: 3

EDUCATION:

- Southwest Leadership Program in Management and Organizations, Eller College of Management, University of Arizona
- BS in Architecture, University of Minnesota
- BS of Environmental Design, University of Minnesota

LICENSES/CERTIFICATIONS:

- International Code Council | 5111273
- ICC Accessibility Inspector/ Plans Examiner
- ICC/AACE Property Maintenance & Housing Inspector
- ICC Residential Building Inspector
- ICC Commercial Building Inspector
- ICC Building Plans Examiner
- ICC Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Plumbing Inspector
- ICC Commercial Plumbing Inspector
- ICC Plumbing Inspector

Rami Asaad, MEP

PLANS EXAMINER

Rami is an experienced MEP Plans Examiner with strengths in process mapping, product selection, quality assurance, preventive maintenance, corrective maintenance, installation management, and service operations.

PROFESSIONAL EXPERIENCE

MEP Plans Examiner / Interwest Consulting Group / 2022-Present

Rami provides plans examination reviews for mechanical, electrical, and plumbing.

Branch Manager / XYLEM INC / 2020-2022

- Reviewed, audited, and approved the projects for technical MEP and Electrical drawing and made sure it met the standards.
- Supported the design engineers in product selection and system design to meet the codes and regulations.
- Met with the clients and project owners to discuss the requirements and the technical points.
- Priced and agreed on the payment terms.
- Procurement and equipment inspection and testing.
- Managed and facilitated the day-to-day site installations and operations to provide adequate resources, ongoing work direction, and problem-solving to ensure business goals are met.
- Managed the installations using industry best practices to ensure site installations were performed correctly, safely, and in a timely manner.
- Monitored and drove key performance end-to-end metrics to ensure excellent customer experience and delivery of our promises.
- Supported the team in technical updates as per the codes, and made sure the updates get approved, done, and reflected in the technical drawings and documents.
- Developed individuals and shared positive and constructive feedback with the team members to understand the connection between development tools and their performance.
- Maintained customer relationships by responding to customer inquiries and providing resolution and technical support.
- Participated in the development, implementation, monitoring, and optimization of safety, health, and hazardous materials, and waste policies, practices, and procedures throughout the facilities in compliance with governmental regulations.
- Collaborated with all support teams including Safety, Engineering, Loss Prevention, Quality Assurance, Marketing, Supply chain, Sales, and Human Resources to develop plans to meet business objectives.
- Reported daily, monthly, quarterly, and yearly the team and the branch operations performance, and financial performance.

Installations and Operations Manager / XYLEM INC / 2017-2020

- Prepared the project's technical MEP and Electrical drawing and made sure it is per the standards.
- System design and product selection.
- Prepared the product technical specs for the procurement team.
- Supervised the site installations and proposed modifications when needed.
- Updated the technical documents and drawings to match the as-built.
- Prepared the documents needed to obtain the site modification approvals from the client.
- Signed off project and payments clearance.
- Monitored and further developed a class-leading preventive maintenance program to ensure critical equipment maintains exceptional in-service status plus the corrective maintenance and support and preparation of root cause analysis reports.



A SAFEbuilt® COMPANY

YEARS OF EXPERIENCE: 14

YEARS WITH INTERWEST: 1

EDUCATION:

- BS, Electrical Engineering

LICENSES/CERTIFICATIONS:

- Training courses in automation control and PLC
- Authorized operation in low and/or high voltage
- Relay protection and fault analysis for modern power systems
- Voltage and current transformer concept, manufacturing, and maintenance
- HSE Trainings: IOSH managing safely, First aid, advanced level, Safe job observation, Confined space Entry, Work at height, Firefighting

- Daily operations and logistics management for the field and workshop service jobs including the activities and personal scheduling.
- Aftermarket customer support and warranty claims management with the ability to manage and prioritize projects to delegate tasks appropriately.
- Assured a clean and safe working environment for all employees, emphasizing prevention of potential problems and hazardous conditions, implementing strategies for the elimination of unsafe practices, and supporting safety initiatives in addition to conducting risk assessments and recommending appropriate risk mitigation measures with a very strong knowledge of OSHA and ISO quality management systems.
- Performed 5S and Kaizen points audits/safety training as needed.
- Managed inventory control of service parts to ensure necessary parts availability to reduce asset downtime while ensuring maximum cost containment.
- Enhanced professional development programs to ensure team members achieve an advanced understanding of hydraulic, electrical, and mechanical, to ensure installations, diagnosis, and services are performed effectively and efficiently.
- Maintained/organized the administrative end of the training, working with needed departments including the development and preparation of the necessary material for the required training.

Electrical Engineer Team Leader / VEOLIA / 2014-2017

- Lead the electrical team to maintain all the electrical assets' preventive and corrective services.
- Serviced team activities planning and personal scheduling.
- Renewed plans and procurement technical support.
- Failure troubleshooting and root cause analysis.
- Performed system modifications if needed and updated the document and drawings accordingly.
- Assured a clean and safe working environment for all employees, emphasizing the prevention of potential problems and hazardous conditions.
- Created and managed purchase orders in inventory control management software and inventory control of service parts to ensure necessary parts availability to reduce asset downtime.
- Installation, Services, repairs, and upgrades of electrical systems such as.
 - Medium voltage switchgear and Ring Main Units.
 - Medium voltage Air Blowers, Generator.
 - Current and Voltage Transformers.
 - Submersible Pumps, Submersible Mixers, Booster pumps, Motors up to 1200 KW.
 - Firefighting systems.
 - VFDs and Soft starters, DOL installations.
 - 20 KVA UPSs and 110 DC rectification with their battery racks.
 - HVAC, split AC, and Chillers.
 - Flowed meters, water level switches, level transmitters, and water quality devices.
 - Monitored and Controlled devices, PLCs, and SCADA systems.
 - Light current devices.

Martha Diaz, PE

PLANS EXAMINER

Martha Diaz is a bilingual plans examiner who also has extensive engineering experience. She is fluent in MS Word, Excel, PowerPoint, and BlueBeam Revu.

PROFESSIONAL HISTORY

Plans Examiner / Interwest Consulting Group / 2022- Present

Martha performs a full range of residential and commercial (IRC and IBC governed) Plan Reviews. She identifies and addresses areas of plan non-compliance and suggests/recommends procedures and processes to improve operations. Martha is available, responsive, knowledgeable, and cordial to customer and client requests for information and answers code related questions from builders and the general public.

Engineer | City Of Santa Clarita, Building & Safety Division | 2017-2021

Martha reviews structural and architectural plans, calculations, and soils reports for building code compliance for projects ranging from single-family dwellings to commercial tenant improvements. She assists home-owners, contractors, architects, designers, and engineers in completing their construction projects and provides code updates for local building amendments. Martha collaborates with the planning division and helps develop plan review comments for accessory dwelling units.

Forensic Engineer I | Donan Engineering, Inc. | 2015-2016

Martha performs forensic investigations on buildings and structures to determine cause of failure and/or damage. She interviews home-owners as part of the investigation process and discusses projects and reports with clients, engineers, and home-owners. She uses the scientific method and serves as the engineer of record on reports submitted to clients.

Structural Engineering Associate II – Green Building Division | City of Los Angeles, Department of Building & Safety | 2011-2015

Martha reviews architectural plans, commissioning documents, landscape plans and calculations, and testing data for Los Angeles Green Building Code compliance. She also assists in creating documents required for plan review to meet state requirements.

Structural Engineering Associate II – Structural Plan Check Division | City of Los Angeles, Department of Building & Safety | 2007-2011

Martha reviews structural and architectural plans, calculations, and soil reports for building and zoning code compliance for jobs ranging from single-family dwellings to commercial tenant improvements. She refers customers to different agencies to obtain applicable sign-offs, and she issues building permits upon code compliance.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 15
YEARS W/ INTERWEST: 1

EDUCATION

- BS, Civil Engineering,
CSU-Long Beach, California

LICENSES/CERTIFICATIONS

- Registered Civil Engineer, CA
081154
- International Code Council
8723293
- ICC Certified Residential Plans
Examiner

Oscar Barraza, ICC

BUILDING INSPECTOR

Oscar brings over 20 years of construction industry experience with more than 17 years as a Building Inspector and Code Enforcement Officer. He is highly knowledgeable of Housing and Zoning Ordinances and has worked in both the public and private sectors. Oscar understands the significance of project schedules which has served as an important asset in ensuring the timely delivery of all projects.

PROFESSIONAL HISTORY

Building Inspector / Interwest Consulting Group / 2012 - Present

Oscar performs inspections of commercial and residential construction including building, plumbing, electrical and mechanical.

Building Inspector | Code Enforcement Officer / JAS Pacific / 2010 - 2012

Oscar conducts residential and commercial inspections in Electrical, Plumbing, Mechanical, and Building fields. He investigates building standards and land usage to ensure that municipal and county laws for such works are followed.

Building Inspector | Code Enforcement Manager / City of Palmdale, CA / 2003 - 2009

Oscar conducts residential and commercial inspections in Electrical, Plumbing, Mechanical, and Building fields. He is responsible for scheduling and monitoring inspections for single and multi-family residences through the Residential Rental Unit program.

Construction Supervisor / California Restoration Construction / 2002 - 2003

Oscar is responsible for supervision of restoration projects throughout the Los Angeles area. He contracts and supervises all types of trades at the job site.

Construction Supervisor/ Financial Interior Design / 1998 - 2002

Oscar coordinates and scheduled subcontractors and diagnoses problems of any type or trade. He coordinates services of Deputy Inspectors..



A SAFEbuilt® COMPANY

YEARS OF EXPERIENCE: 24
YEARS W/ INTERWEST: 10

EDUCATION

- Architecture | Drafting, Los Angeles Pierce College
- PC 832 (Arrest) Modules 1 & 3 (Code Enforcement), Rio Hondo College

LICENSES/CERTIFICATIONS

- NPDES Certified Stormwater Inspector
- Disaster Safety Assessment CA, NO. SAPC51147
- Emergency Management System Institute (FEMA), Incident Command System, Incident Management System
- International Code Council, 5173156
- ICC Building Inspector
- ICC CA Residential Plumbing Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Electrical Inspector
- ICC CA Residential Building Inspector
- ICC CA Residential Electrical Inspector
- ICC CA Commercial Building Inspector
- ICC Management Module

Daniel L. McCance, ICC

BUILDING INSPECTOR

Daniel is an ICC Certified Building Inspector and possesses over 18 years of experience providing building inspection services to various jurisdictions in Southern California. Daniel holds a vast number of ICC certifications and has a thorough understanding of the principles and procedures of record keeping and report preparation. He brings a wealth of hands-on and diverse knowledge in building inspections for both residential and commercial arenas.

Daniel develops solid partnerships with staff, developers, and the public to achieve the goals of the client. He maintains a productive environment by providing thorough inspections, maintains excellent communication, and always delivers a high level of customer service in a professional manner.

PROFESSIONAL EXPERIENCE

Building Inspector / Interwest Consulting Group / 2007 - Present

Daniel performs inspection services for all phases of residential, industrial and commercial buildings and accessibility inspections at various client locations. Some of Daniels clients include but are not limited to the Cities of Pomona, Big Bear Lake, Perris and San Jose.

Building Inspector / Engineering Firm, CA / 2002 - 2007

Daniel performed building inspection services to various clients. He provided inspection for a variety of commercial projects, multi-tenant tract homes, large custom homes and tenant improvements.



YEARS OF EXPERIENCE: 18+

**YEARS WITH INTERWEST:
13**

EDUCATION:

- Construction Technology,
- Riverside City College, CA

LICENSES/CERTIFICATIONS:

- State Fire Marshal Designated Campus Fire Marshal (SFM DCFM) - 2019
- Plan Examiner 1A, 1B, 1C – 2018/2019
- Fire Inspector 1 - 2017
- Hazardous Materials First Responder Awareness Level - 2017
- Plan Review Institute Based on the 2015 I-Codes - 2017
- Fire Alarm Plan Review - 2016
- Fire Prevention 3B - 2015
- Back to Basics, A Review of NFPA 72 - 2015
- Fire Inspector 1A, 1B, 1C, 1D - 2014
- Fire Inspector 2A, 2B, 2C, 2D - 2014
- NFPA 13, NFPA 20, NFPA 25 Review Course – 2014
- CPR/First Aid Certified – Annual Renewal

Mark Brown, ICC

BUILDING INSPECTOR

Mark is an inspector with many certifications and a strong work ethic.

PROFESSIONAL EXPERIENCE

Building Inspector / Interwest Consulting Group / 2023 – Present

- Inspects buildings and ensure compliance with building plans.
- Conducts inspections for compliance with codes and regulations governing building construction, alteration and repair, electrical, plumbing, and mechanical installations, and environmental protection.
- Reviews code standards and departmental regulations recommending changes when needed.



A SAFEbuilt[®] COMPANY

YEARS WITH INTERWEST: 1

LICENSES/CERTIFICATIONS:

- Residential Building Inspector
- Commercial Building Inspector
- Residential Mechanical Inspector
- Residential Plumbing Inspector
- Residential Electric Inspector

Reference

D.



D. | Reference

At Interwest, we believe that client satisfaction and repeat business with these clients is the ultimate indicator of our success as a firm. We encourage you to contact the references below to provide testimony of our capability to perform your requested services, adhere to schedules and budgets, and exceed expectations.

City of Laguna Woods

Rebecca M. Pennington, *Development Programs Analyst*
Rpennington@cityoflagunawoods.org | 949.639.0561

City of Lake Forest

Gayle Ackerman, *Director of Development Services*
Gacerman@Lakeforest.gov | 949.461.3460

City of Corona

Chris Milosevic, *Building Official*
Chris.Milosevic@coronaca.gov | 951.736.2254

City of El Monte

Jess McCloskey, *Chief Building Official*
Jmccloskey@elmonteca.gov | 626.580.2013



Insurance

F.



F. | Insurance

Interwest has read the City of Fontana's indemnification and insurance requirements within the contract documents and we will meet these requirements upon selection.



Professional Fee

G.



G. | Professional Fee

Billing Rates

Effective July 17, 2023

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged. *Per the RFP, this fee schedule will be valid for at least one (1) year from the effective date of the contract.*

CLASSIFICATION

HOURLY BILLING RATE

Building Safety Services

Certified Building Official.....	\$160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	\$155
Supervising Structural Engineer	\$185
Senior Structural Engineer	\$175
Senior Plans Examiner	\$140
CASp.....	\$125
Inspector III.....	\$110
Inspector II.....	\$100
Inspector I.....	\$90
Permit Technician.....	\$80
Fire Protection Engineer	\$155
Senior Fire Plans Examiner	\$130
Fire Plans Examiner / Fire Inspector.....	\$120
ICC Building Plans Examiner	\$120
Senior Code Enforcement Officer.....	\$135
Code Enforcement Officer.....	\$125
Trainee	\$75

Proposed Contract Exceptions

Appendix A



Appendix A | Proposed Contract Exceptions

The Interwest Contract and Legal team have carefully reviewed the contract terms presented in the Sample Professional Services Agreement. We respectfully request the following modifications to the agreement terms: text to be added will be represented in **blue ink**, while text to be deleted will be represented in ~~red strike-out~~.

12. Indemnification: a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing, **and selected from Consultant's insurance carrier's panel counsel**), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all **third-party** claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, ~~in any manner to the extent~~ arising out of, pertaining to, or incident to any **negligent** acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers. **Notwithstanding any provision of law to the contrary, Consultant shall have the right to defend and settle any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's approval. Consultant's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.**

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims ~~that to the extent that they~~ arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon **agreement of parties or** Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

26. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City, **which shall not be unreasonably delayed or withheld**. Any attempted assignment without such consent shall be invalid and void.



CITY OF FONTANA



Proposal

Plan Review & Inspection Services BS-24-05-SP

August 17, 2023



Cover Letter

August 17, 2023

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Submitted Electronically through www.fontanapurchasing.org

Subject: PROPOSAL Plan Review and Inspection Services – BS-24-05-SP

Willdan Engineering is pleased to present this proposal to the **City of Fontana** to continue to provide building plan check and inspection services to the City. Willdan has been a consistent industry leader for more than 59 years providing all aspects of municipal and infrastructure engineering, including **building and safety**, public works, public financing, planning, and construction management services.

While our exceptional services are presented in this response, listed below are reasons why Willdan is uniquely qualified to provide these services to the **City of Fontana**.

- **Demonstrated Competence and Unmatched Jurisdictional Knowledge** – Willdan Engineering presently provides building and safety services to a vast number of jurisdictions throughout California. In this capacity, we provide a full range of services including Building Official services, building and safety plan review, permit issuance, inspection, and code enforcement. **Since the late 1990's, we have been providing Building and Safety plan review and inspection services to the City.** Our staff has extensive experience working with the City's procedures and expectations for quality service to the community.
- **Proximity to City Hall** – Willdan's team will continue to be managed and coordinated through our local full-service San Bernardino office, located approximately 10 miles from City Hall – making Willdan conveniently located and responsive to the City's requests.
- **Electronic Plan Review** – Willdan Engineering offers **electronic plan review** which reduces foot traffic at City Hall and significantly expedites review as well as reduces shipping and printing costs for the applicant while promoting a paperless environment at no additional cost to the City or permit applicants.
- **CASp Certified Inspectors and Plans Examiners** – Willdan Engineering can provide CASp certified specialists to the City, as required by **Senate Bill No. 1608**, specifically **CHAPTER 549**.
- **Quick Turnaround Times.** Willdan has a reputation of providing quality and accurate plan review in a timely manner. We understand that time is of critical importance to the City and to the development community. **We are dedicated to meeting normal and "expedited" turnaround deadlines.**
- **Customer Service** – Our approach to user-friendly customer service specifically results in reduced number of plan review rechecks and has allowed us to meet the required plan check turnaround time standards of the City.

Mr. Patrick Johnson, PE, CBO, Director of Building and Safety, is authorized to contractually bind Willdan and will serve as Principal-In-Charge, Project Manager and will oversee all day-to-day services provided to the City and can be reached as shown below:

Mr. Patrick Johnson, PE, CBO
Director of Building and Safety
Willdan Engineering
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408
(909) 915-4361
pjohnson@willdan.com

As demonstrated in our proposal, our team possesses the skill and experience required to address the City's needs. We look forward to providing fire plan review services to City of Fontana and its community.

Respectfully submitted,

WILLDAN ENGINEERING



Patrick Johnson, PE, CBO
Director of Building and Safety

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Introduction

Willdan has been providing Building and Safety services to municipalities, universities, tribal entities and other jurisdictions for more than 47 years. Our plan review staff is comprised of registered engineers, certified architects and ICC certified plans examiners. They maintain current certifications and attend classes on a regular basis to keep up with industry standards and code changes.

BUILDING AND SAFETY SERVICES

Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, including permit issuance, building inspection, grading inspection, accessibility inspection, CASp services, HCAI (formerly OSHPD III) plan check and inspection, flood zone experience, building plan review, fire-life safety, building official services, code enforcement, and emergency safety assessment expertise. The inspection and plan review staff maintain current certifications and attend training on a regular basis, to stay current with industry technologies and standards. Specific certifications and education are delineated in staff résumés herein.

Building and Safety Services

- Building & Safety Inspection
- Grading and Right-of-Way Inspection
- Plan Check
- Permit Technician
- Construction Management
- Code Enforcement
- Building Official
- Disaster Recovery Services
- Development Permitting Process

When it comes to serving the residents of the City of Fontana community, Willdan sees our role as that of facilitator and guide, helping the City's customers in getting through the review, permitting, and inspection process, rather than leaving the applicant in a bind in obtaining or signing off permits, while ensuring development complies with building codes and City standards. We understand that the process of complying with the various codes, standards, regulations and laws can be a formidable and daunting undertaking—for even the most seasoned design or construction professional. Furthermore, an understanding of the complexity associated with processing private development applications and the sometimes-competing interests is essential to exceptional customer service. Competing interests include, but are not limited to, creating a sense of place, achieving economic development objectives, ease of maintenance, and assuring the City will be as satisfied with the infrastructure on day one as 20 years from “day one.” Common sense decision making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan staff brings to the City.

Our proven approach is based on years of experience and incorporates features enhancing the efficiency and quality of the following services:



Building Official Services



Building Plan Review Services



Electronic Plan Review



Inspection Services



CASp Services



Permit Counter Technician

METHODOLOGY AND APPROACH

PLAN REVIEW



All building plans will be examined for compliance with the current adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, California Historical Code, California Existing Building Code and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24, and all additional applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

"We really appreciate Willdan's timely responses and professional advice to our questions and concerns related to plan check comments and general code issues. Willdan's professionalism and knowledge of the plan check process was immensely helpful in cutting cost and schedule. It has been really great to work with Willdan and we hope we will keep working with them for future work."

**Inkon Kim, PhD, LEED AP
HPA, Inc.**

All plan check will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes and policies.

Plan check will include a review of any or all of the following design elements as determined by the City:

- **Architectural**
- **Fire/Life-safety**
- **Plumbing**
- **Mechanical**
- **Structural**
- **Electrical**
- **Energy Conservation Regulations (Title 24)**
- **Disabled Access Regulations (CBC)**
- **Green Building Standards**
- **CASp**

Willdan will provide two complete plan check letters which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation.

Willdan will supply the City with plan bags and shipping labels as well as Willdan's FedEx and GLS account numbers.

ELECTRONIC PLAN REVIEW

Willdan has long had the ability to provide plan review services electronically, at no additional cost to the City or applicants. The many advantages of our "tree-saving" electronic plan review process includes the elimination of the need for additional computer software or hardware—only an Internet connection is necessary. Electronic plan review services are provided at the request of the applicant or the agency we serve. Submittals are accepted in PDF format and reviewed in Bluebeam.

Willdan will review plans and has the ability to transmit the redlined plans back to the applicant or designer via the website, along with the plan review comment sheet.



"Working with Willdan speeds up the installation of solar. They have quick and efficient plan reviews through an electronic review process. Complete Solar is happy to continue to work with Willdan on a regular basis."




Sarah Prado, Agent
Complete Solar

This service allows for on-line collaboration between the City, designer and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing and timelines for plan review processing for the applicant.

Our EPR portal also serves as an accurate log of all plans coming in and going out. City staff will have

full access to the site and will have the ability to check status, review redlines, comments, etc.

PLAN REVIEW SCHEDULE

TYPE OF PROJECT		INITIAL REVIEW	SUBSEQUENT REVIEWS
	Residential Plan Review	8 – 10 working days	5 working days
	Commercial Plan Review	10 working days	5 working days
	Solar Plans	2 – 3 working days	1 – 2 working days

Expedited plan review will be provided at the City's request and on a project basis.

Plan review status can be accessed 24 hours a day by going to our website, Willdan.com, (<http://willdan.com/new/clientLinks.aspx#planreview>) and entering either the plan check/permit number, or the project site address. This service is provided for applicants, designers, engineers, and City staff.

BUILDING INSPECTION



Our inspectors are ICC certified and fully experienced performing residential, commercial and industrial inspections for compliance to the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers, and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement. Inspectors shall ensure that any construction changes are documented and approved by appropriate City staff.

Our inspection staff are supplied with cell phones and laptops and/or iPads for email communication and document creation and record keeping. Inspections will be provided the next working day following a request made by 4:00pm the previous day.

CASp SERVICES



Willdan can provide CASp certified inspectors to the City as required by **California Civil Code, Division 1, Part 2.52, Section 55.53(d)1&2** which reads as follows:

(d) (1) Commencing July 1, 2010, a local agency shall employ or retain at least one building inspector who is a certified access specialist. The certified access specialist shall provide consultation to the local agency, permit applicants, and members of the public on compliance with state construction-related accessibility standards with respect to inspections of a place of public accommodation that relate to permitting, plan checks, or new construction, including, but not limited to, inspections relating to tenant improvements that may impact access. If a local agency employs or retains two or more certified access specialists to comply with this subdivision, at least one-half of the certified access specialists shall be building inspectors who are certified access specialists.

(2) Commencing January 1, 2014, a local agency shall employ or retain a sufficient number of building inspectors who are certified access specialists to conduct permitting and plan check services to review for compliance with state construction-related accessibility standards by a place of public accommodation with respect to new construction, including, but not limited to, projects relating to tenant improvements that may impact access. If a local agency employs or retains two or more certified access specialists to comply with this subdivision, at least one-half of the certified access specialists shall be building inspectors who are certified access specialists.

Our CASp certified inspectors will provide building and site evaluations for ADA and State Disabled Access requirements; provide evaluations and reporting for Applicable Construction Related Accessibility Standards; provide CASp Disability Access Certificates; provide expert witness and legal services support; and provide other services as required by the City. **Our CASp certified inspector, will be available within 24 hours of notification or sooner.**

FIRM TEAM

All services will be provided from our local San Bernardino office:

650 Hospitality Lane
Suite 400
San Bernardino, CA 92408
pjohnson@willdan.com
909.963.0565

Team Members

Mr. Patrick Johnson is Director of Willdan's Building and Safety Division and will serve as the **Principal-in-Charge/Project Manager**.

No subcontractors will be employed for these services to the City.

Name/Title	Responsibility
Patrick Johnson, PE, CBO <i>Director/Project Manager</i>	Director of Building & Safety Project Management
Pete Goodrich, CBO <i>Back-up Project Manager</i>	Project Management
Ted Beckwith, PE, SE <i>Plan Check Engineer</i>	Building Plan Review
Stefan Chiose, PE <i>Plan Check Engineer</i>	Building Plan Review
Rouhi El-Rabaa, PE, CASp <i>Plan Check Manager</i>	Building Plan Review
Daren Raskin, PE, CBO <i>Plan Check Engineer</i>	Building Plan Review
Aaron Cowen, PE <i>Plan Check Engineer</i>	Building Plan Review
Dominick Taliulu, EIT <i>Plans Examiner</i>	Building Plan Review
Ryan Miller, EIT <i>Plans Examiner</i>	Building Plan Review
Ehab Barakat <i>Plans Examiner</i>	Building Plan Review
Steven D. Raney, CASp <i>Plans Examiner</i>	Building Plan Review
Daniel Crawford, CASp, CBO <i>Plans Examiner/ Sr Building Inspector</i>	Building Plan Review/Inspection/CASp
Richard Shields, CBO <i>Building Inspection Manager</i>	Building Inspection Management
Martin Caro <i>Sr. Building Inspector</i>	Building Inspection
Roy Arias <i>Sr. Building Inspector</i>	Building Inspection

Allen Elkins <i>Sr. Building Inspector</i>	Building Inspection
David Lackyard <i>Sr. Building Inspector</i>	Building Inspection
John Baker <i>Sr. Building Inspector</i>	Building Inspection
James Rotondo <i>Sr. Building Inspector</i>	Building Inspection
Darin Wilcox <i>Sr. Building Inspector</i>	Building Inspection
Bruce Pelletier <i>Sr. Building Inspector</i>	Building Inspection

Qualifications

COMPANY OVERVIEW

Willdan Engineering (Willdan), a California Corporation founded in 1964, is part of Willdan Group, Inc. (WGI), a NASDAQ publicly traded Delaware Corporation and nationwide firm serving numerous public agencies and private sector clients. Founded in 1964 and headquartered at 2401 E Katella Avenue, Anaheim, California, 92806, Willdan was originally established as a civil engineering firm specializing in providing solutions for our public agency clients. Since that time, we have evolved into a professional consulting firm offering a broad array of services that allows us to provide a comprehensive and integrated approach to our clients' planning, engineering, building and safety, financial, economic, public facility, public safety, and energy sustainability solutions.

Willdan is a leading nationwide provider of professional consulting and technical services, providing engineering, energy efficiency, and public finance services to California municipalities. Willdan's engineering division spans the scope of building and safety services including:

- **Building Official Services**
- **Inspection Services**
- **Permit Technician Services**
- **Plan Review Services**
- **Code Enforcement Services**

Willdan has a reputation for delivering high-quality projects on time and within budget. Rooted in Willdan's corporate culture is a focus on quality customer service. The company has more than 1,600 employees, including licensed engineers, architects, ICC certified plans examiners, inspectors, code enforcement professionals, and fire code officials. Willdan benefits from well-established relationships with local and state government agencies, investor-owned and municipal utilities, and private-sector commercial and industrial firms throughout the United States. Today, Willdan's employees operate out of multiple offices located throughout the United States. We have supported the implementation of community visions through engineering, construction management, inspection, planning, building safety, and staff augmentation services. Willdan has completed various types of projects for over 95 percent of the cities and counties in California.

Throughout our 59-year history, Willdan has sustained consistently healthy financial performance. Willdan has the financial strength and wherewithal to complete all projects we undertake. This is due, in part, to a respected reputation in the municipal engineering industry for providing timely, cost-effective, innovative engineering solutions that exceed our client's expectations and for providing exceptional customer service to our many clients. The firm has the resources and appropriate staffing to perform and complete all contractual project obligations.

Willdan possesses expertise in most facets of the public sector marketplace. The varied experience and background of our staff experience is an added value to our services. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience.



Willdan's corporate-wide capabilities include a full range of civil and structural engineering, land planning, financial and economic consulting, geology and geotechnical engineering, environmental health and safety, and energy efficiency solutions consulting services.

Willdan offers the full scope of services detailed in the City's RFP. With over 200 licensed professionals and technical staff, Willdan brings the depth of resources, staff, and experience to provide building plan checking and/or inspection services for virtually any project for the City.

CORPORATE ORGANIZATION CHART



Personnel



Mr. Patrick Johnson is Director of Willdan's Building and Safety Division. As the **Principal-in-Charge/Project Manager**, Mr. Johnson is responsible for overseeing all Community Development services company wide as well as providing structural and non-structural plan review. He has attended code enforcement and seismic application seminars and has received his Master of Engineering degree, specializing in structures, from California State Polytechnic University. Mr. Johnson has served as a forensic engineer responsible for justifying probable causes of structural damage caused by expansive soils. He has also provided Building Official Services to the City of Loma Linda, City of Highland, City of Banning, City of Big Bear Lake, City of Rancho Mirage, and March JPA.

Should the City require in-house staff, including inspectors, permit technicians, etc., we will be available during City Hall hours. In addition, our staff will be available by email and/or phone to answer questions from applicants, developers, and City staff.

We recognize that the City's departmental workload fluctuates. Willdan hires professionals in three categories – full-time, modified full-time, and part-time. Part-time staff may work up to 40 hours per week. All services will be provided from our local City of San Bernardino office, with additional resources employed company wide as necessary. **No subcontractors will be employed for these services to the City.** Individual résumés are located in the Appendix herein.

STAFF

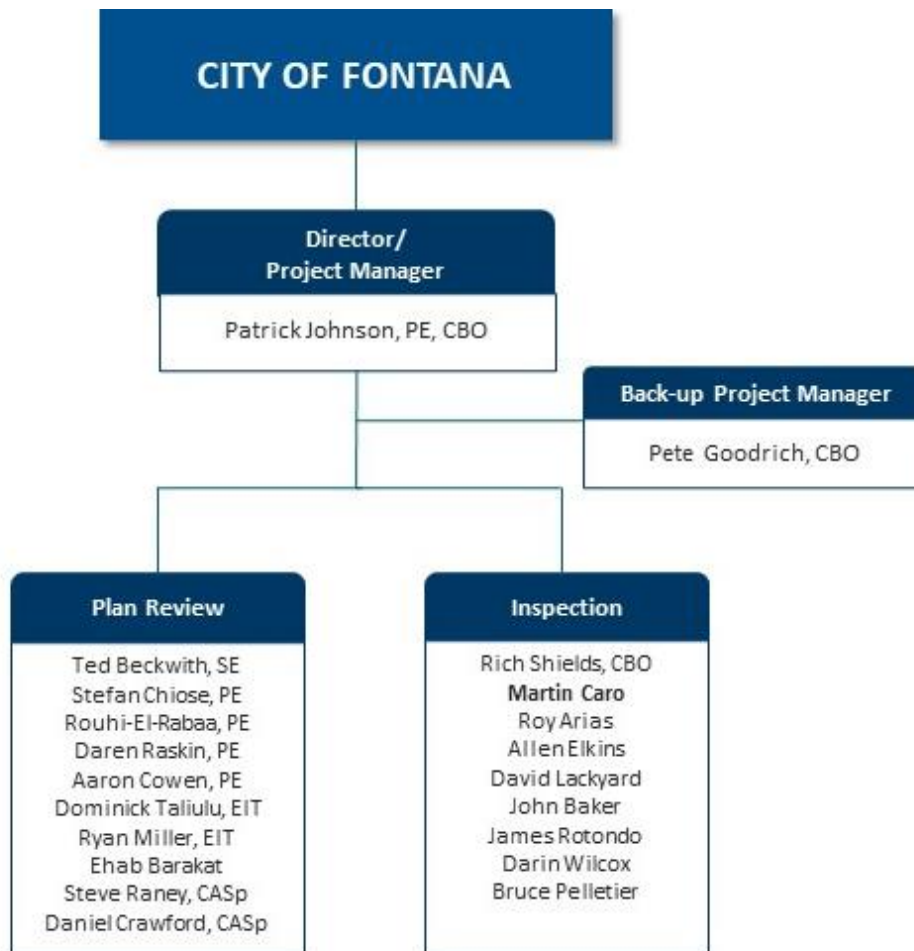
Name/Title	Registrations/Certifications	Service Provided
Patrick Johnson, PE, CBO <i>Director/Project Manager</i>	<ul style="list-style-type: none"> ▪ Civil Engineer, California No. CE#67960 ▪ Civil Engineer, Arizona No. 50435 ▪ Civil Engineer, Colorado No. 43704 ▪ ICC Plans Examiner ▪ ICC Building Inspector ▪ ICC Building Official 	Director of Building & Safety Project Management As-Needed Building Official Services
Pete Goodrich, CBO <i>Back-up Project Manager</i>	<ul style="list-style-type: none"> ▪ ICC Certified Bldg. Official ▪ ICC Certified Residential Bldg. Inspector ▪ ICC Certified Combination Bldg. Insp. ▪ ICC Certified Plans Examiner ▪ ICC Certified Building Official ▪ SCACEO, Basic Certification ▪ SCACEO, Intermediate Certification ▪ SCACEO, Advanced Certification 	Project Management
Ted Beckwith, PE, SE <i>Plan Check Engineer</i>	<ul style="list-style-type: none"> ▪ Registered Structural and Civil Engineer ▪ ICC Certified Building Official ▪ ICBO and ICC Certified Plans Examiner 	Building Plan Review: Structural, architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Stefan Chiose, PE <i>Plan Check Engineer</i>	<ul style="list-style-type: none"> ▪ Professional Engineer, California #82816 ▪ ICC Certified Plans Examiner ▪ ICC Certified Fire Sprinkler Plan Examiner 	Building Plan Review: Structural, architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.

Rouhi El-Rabaa, PE, CASp <i>Plan Check Manager</i>	<ul style="list-style-type: none"> California Professional Engineer, CE#92565 ICC Plans Examiner CASp Certified 	Building Plan Review: Structural, architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Daren Raskin, PE, CBO <i>Plan Check Engineer</i>	<ul style="list-style-type: none"> California Professional Engineer, CE#57577 ICC Plans Examiner ICC Building Official 	Building Plan Review: Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial.
Aaron Cowen, PE <i>Plan Check Engineer</i>	<ul style="list-style-type: none"> California Professional Engineer, CE#58878 ICC Plans Examiner 	Building plan review: Structural design and analysis, commercial, accessibility, and residential plan checking, structural calculation review, exceptional customer service, and building and municipal code enforcement.
Dominick Taliulu, EIT <i>Plans Examiner</i>	<ul style="list-style-type: none"> ICC Plans Examiner EIT Certification 	Building Plan Review: Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Ryan Miller, EIT <i>Plans Examiner</i>	<ul style="list-style-type: none"> EIT Certification 	Building Plan Review: Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Ehab Barakat <i>Plans Examiner</i>	<ul style="list-style-type: none"> ICC Plans Examiner ICC Building Inspector 	Building Plan Review: Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Steven D. Raney, CASp <i>Plans Examiner</i>	<ul style="list-style-type: none"> Certified Access Specialist/CASp #519 Certified Building Official Building Plans Examiner Building Code Specialist Commercial & Residential Electrical Inspector Commercial & Residential Plumbing Inspector Commercial & Residential Mechanical Inspector California Combination Inspector Structural Masonry Special Inspector Accessibility Inspector/Plan Reviewer 	Building Plan Review: Architectural, plumbing, mechanical, residential, accessibility.
Daniel Crawford, CASp, CBO <i>Plans Examiner/ Sr Building Inspector</i>	<ul style="list-style-type: none"> CASp Certified ICC Building Official ICC Plans Examiner ICC Commercial Building Inspector ICC Residential Building Inspector ICC Residential Electrical Inspector 	Building Plan Review: Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.

Richard Shields, CBO <i>Building Inspection Manager</i>	<ul style="list-style-type: none"> ▪ ICC Building Official ▪ ICC Building Inspector ▪ ICC Plumbing Inspector ▪ ICC Mechanical Inspector ▪ ICC Electrical Inspector 	Building Inspection: Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
Martin Caro <i>Sr. Building Inspector</i>	<ul style="list-style-type: none"> ▪ ICC Building Inspector 	Building Inspection: Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
Roy Arias <i>Sr. Building Inspector</i>	<ul style="list-style-type: none"> ▪ ICC Building Inspector ▪ ICC Residential Electrical Inspector ▪ ICC Mechanical Inspector ▪ ICC Plumbing Inspector 	Building Inspection: Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
Allen Elkins <i>Sr. Building Inspector</i>	ICC Combination Inspector ICC Residential Building Inspector ICC Residential Energy Inspector/ Plans Examiner ICC Building Plans Examiner ICC Residential Mechanical Inspector ICC Accessibility Inspector/Plans Examiner ICC Commercial Electrical Inspector ICC Residential Electrical Inspector ICC Residential Plumbing Inspector ICC Commercial Building Inspector ICC Certified Building Official ICC Commercial Plumbing Inspector ICC Commercial Mechanical Inspector ICC Fire Inspector I/II ICC Fire Plans Examiner ICC Mechanical Plans Examiner ICC Plumbing Plans Examiner ICC Fuel Gas Inspector ICC Building Code Specialist ICC Master Code Professional	Building Inspection: Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
David Lackyard <i>Sr. Building Inspector</i>	<ul style="list-style-type: none"> ▪ ICC Combination Inspector 	Building Inspection: Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
John Baker <i>Sr. Building Inspector</i>	<ul style="list-style-type: none"> ▪ ICC Residential Building Inspector ▪ ICC Commercial Building Inspector ▪ Contractor License B #618302 	Building Inspection: Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.

James Rotondo <i>Sr. Building Inspector</i>	<ul style="list-style-type: none"> ▪ AWS Certified Welding Inspector ▪ AWS Certified Welder ▪ ICC Commercial Building Inspector ▪ ICC Structural Welding Special Inspector ▪ ICC Structural Steel & Bolting Inspector ▪ ICC Reinforced Concrete Special Inspector ▪ ACI Concrete Testing Technician 	Building Inspection: Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
Darin Wilcox <i>Sr. Building Inspector</i>	<ul style="list-style-type: none"> ▪ ICC Residential Combination Inspector 	Building Inspection: Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
Bruce Pelletier <i>Sr. Building Inspector</i>	<ul style="list-style-type: none"> ▪ ICC Residential Building Inspector ▪ ICC Commercial Building Inspector ▪ ICC Certified Building Official ▪ Fire Prevention Officer ▪ Fire Prevention 1A, 1B, 1C, 2A, 2B, 2C, 3a, 3B ▪ Fire Management 1 and 2E ▪ Firefighter I ▪ Arrest and Firearms (PC 832) 	Building Inspection: Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.

ORGANIZATIONAL CHART



References

CLIENT	CONTACT	DATES	SERVICE PROVIDED
City of Moreno Valley 14177 Frederick Moreno Valley, CA 92552	James Verdugo Building & Safety Supervisor 951.413.3359 jamesv@moval.org	1995 – Present	<ul style="list-style-type: none"> ▪ Building Plan Check ▪ Electronic Plan Check ▪ Grading Plan Review ▪ Inspection ▪ CASp ▪ Permit Technician
City of Banning 99 E Ramsey St Banning, CA 92220	Adam Rush Community Development Director 760.219.2791 arush@banningca.gov	2019 – Present	<ul style="list-style-type: none"> ▪ Building Official ▪ Building Plan Check ▪ Electronic Plan Check ▪ Inspection ▪ CASp ▪ Permit Counter ▪ Stormwater ▪ Grading Plan Review
County of Riverside 4080 Lemon St. Riverside, CA 92501	Selvana Guirguis, CBO, CFM Plan Check Manager 951.955.1871 sguirgui@rivco.org	2019 – Present	<ul style="list-style-type: none"> ▪ Building Plan Check ▪ Inspection ▪ Permit Technician
March Joint Powers Authority 99 E Ramsey St. Banning, CA 92220	Dan Fairbanks Planning Director 951.656.7000 fairbanks@marchjpa.com	2013 – Present	<ul style="list-style-type: none"> ▪ Building Official ▪ Building Plan Check ▪ Inspection ▪ Permit Technician
City of Highland 27215 Baseline Highland, CA 92346	Matthew Wirz Building Official 909.864.8732 mwirz@cityofhighland.org	1987 – Present	<ul style="list-style-type: none"> ▪ Building Plan Check ▪ Inspection ▪ CASp ▪ Permit Technician ▪ Grading Plan Review
City of Loma Linda 25541 Barton Road Loma Linda, CA 92354	T. Jarb Thaipejr City Manager 909.799.2810 JThaipejr@lomalinda-ca.gov	1980 – Present	<ul style="list-style-type: none"> ▪ Building Official ▪ Building Plan Check ▪ Inspection ▪ CASp ▪ Permit Technician ▪ Stormwater ▪ Grading Plan Review
City of Ontario 303 East B St. Ontario, CA 91764	James Caro Building Official 909.395.2000 JCaro@ontarioca.gov	2021 – Present	<ul style="list-style-type: none"> ▪ Building Plan Check ▪ Inspection ▪ CASp

Authorization

Mr. Patrick Johnson, PE, CBO, Director of Building and Safety, is authorized to contractually bind Willdan and will serve as Principal-In-Charge, Project Manager and will oversee all day-to-day services provided to the City and can be reached as shown below:

Mr. Patrick Johnson, PE, CBO
Director of Building and Safety
Willdan Engineering
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408
(909) 915-4361
pjohnson@willdan.com

This proposal shall remain valid for ninety (90) days from submittal.

Insurance Documentation

Willdan has reviewed the City's indemnification and insurance requirements and can meet these requirements upon selection.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
		11/9/2023		10/27/2022		
<p>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.</p> <p>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).</p>						
PRODUCER Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:				
INSURED 1513457 Willdan Engineering 2401 East Katella Avenue, Suite 300 Anaheim, CA 92806		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of America INSURER B: Allied World Surplus Lines Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 25674 24319		
COVERAGES WILL001 CERTIFICATE NUMBER: 18804759 REVISION NUMBER: XXXXXXXX						
<p>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.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR MSO WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Emp. Benefits Liab. <input checked="" type="checkbox"/> Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N N	P-630-7T016289-TIL-22	11/9/2022	11/9/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POF AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> Hired <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOS <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	N N	810-7T01965A-22-43-G	11/9/2022	11/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-7T02108A-22-43-G	11/9/2022	11/9/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Arc/Eng. Prof.	N N	0313-5950	11/9/2022	11/9/2023	Per Claim: \$3,000,000 Aggregate: \$3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Proposal only.						
CERTIFICATE HOLDER 18804759 Willdan Engineering 2401 East Katella Avenue Suite 300 Anaheim, CA 92806				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: 		

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ACORD 25 (2016/03)

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Professional Fee

Willdan will provide plan review services for a percent of the plan check fee collected by the City. Percent of fee plan review will be charged through three reviews. Subsequent reviews will be charged based on our hourly rate schedule. Expedited plan review will be billed at 1.35x of our rate.

BUILDING PLAN REVIEW	WILLDAN PERCENTAGE*
Valuation up to \$999,999	70% of fees collected
Valuation of \$1,000,000 - \$4,999,999	65% of fees collected
Valuation of \$5,000,000 - \$9,999,999	60% of fees collected
Valuation of greater than \$10,000,000	55% of fees collected

*Structural Only Plan Review = 50% of the Willdan fee

*Architectural/MEP Only Plan Review = 45% of the Willdan fee

SERVICE PROVIDED	HOURLY RATE
Plan Check Engineer/Architect	\$140/hour
ICC Certified Plans Examiner	\$125/hour
Senior Building Inspector	\$105/hour
Building Inspector	\$ 95/hour
CASp Plan Review/Inspection	\$125/hour
Building Official	\$155/hr
Permit Technician	\$75/hr
Senior Permit Technician	\$85/hr
Fire Plans Examiner	\$130/hr
Fire Inspector	\$115/hr

Rates will not increase through June 30, 2024. If the Agreement is extended beyond June 30, 2024, Willdan may reserve the right to increase rates once per year to the value between the 12-month % change of the Consumer Price Index for San Bernardino County area and five percent.

Appendix

- Résumés

Patrick Johnson, PE, CBO

Director of Building and Safety/Project Manager

Profile Summary

Education:	University of Iowa, Iowa City, IA Bachelor and Science, Structural Engineering California State Polytechnic University-Pomona Master of Engineering
Registration:	California Professional Engineer, CE#67960 Arizona Professional Engineer, CE#50435 Colorado Professional Engineer, CE#43704 Nevada Professional Engineer, CE#20699 ICC Building Official ICC Plans Examiner ICC Building Inspector
Experience:	22 Years

Mr. Patrick Johnson has 22 years of construction and engineering experience and is a registered engineer specializing in lightweight commercial, industrial, and residential structures. He has plan checked several tilt-up warehouse buildings up to 2.3 million square feet and numerous structures consisting of braced and moment frames for lateral resistance, prestressed concrete structures, and multi-story buildings up to six stories in height.

As Director of Willdan's Building and Safety Division, Mr. Johnson is responsible for overseeing all Building and Safety services company-wide as well as providing structural plan review. He has attended code enforcement and seismic application seminars and has received his Master of Engineering degree, specializing in structures, from California State Polytechnic University. Patrick has served as acting building official for the cities of Big Bear Lake, Loma Linda, and Rancho Mirage. He has served as a forensic engineer responsible for justifying probable causes of structural damage caused by expansive soils.

As a project manager for Willdan's On-call Building Official and Building and Safety Services contracts, Mr. Johnson works with City managers to plan, organize, direct, and administer the activities of their Building and Safety Departments, including building inspections; inspection of construction; and general rehabilitation or repair of commercial, residential, and industrial properties. He has overseen reviews of building plans, calculations, and specifications for proposed structures; administered building and safety code enforcement; and reviewed construction plans to ensure they meet building codes and zoning regulations. Mr. Johnson also oversees inspectors monitoring construction sites to determine whether structures and systems have been installed to meet all construction codes and ordinances for public safety.

Relevant Project Experience

Building Official Services, Cities of Banning, Big Bear Lake, Highland, Loma Linda, March JPA, and Rancho Mirage, CA. Building Official. Responsible for working directly with the City Manager to plan, organize, direct, and administer the activities and operation of the Building and Safety Department, including building inspections, inspection of construction, and the general rehabilitation or repair of commercial, residential and industrial properties. Oversee the review of building plans, calculations and specifications for proposed structures. As the administrator of Building and Safety, approve all construction plans to ensure they meet building codes and regulations. Inspect and monitor construction sites to determine if structures and systems are installed to meet all construction codes and ordinances for public safety. Supervise, train, and evaluate and; monitor and coordinate work. Oversee staff engaged in the preparation and maintenance of records of plans, inspection processes, letters and reports prepared or used in connection with building inspections; respond to questions from property and building owners; and interpret codes.

Pete Goodrich, CBO

Project Manager/Building Official

Profile Summary

Education: AA, Liberal Arts, Cal Poly Pomona, Pomona, CA

Registration: ICC Certified Residential Building Inspector
 ICC Certified Combination Building Inspector
 ICC Certified Plans Examiner
 ICC Certified Building Official
 SCACEO, Basic Certification
 SCACEO, Intermediate Certification
 SCACEO, Advanced Certification
 SCACEO, Supervisor Certification
 P.C. 832 Certification

Experience: 34 Years

Mr. Pete Goodrich is a Willdan Engineering Certified Building Official with 28 years of experience in Building and Code Enforcement. He maintains a high degree of professionalism, confidentiality, and determination to complete tasks in a timely manner, as well as strong problem resolution capabilities. In addition to being a Certified Building Official, he is a Certified Plans Examiner, Certified Accessibility Specialist, Certified Building Inspector, Certified Combination Inspector, and Certified Residential Combination Inspector. He is highly qualified to manage Building Division activities, Field Inspection and Code Enforcement, and Plan Check and counter operations, as well as manage projects.

Relevant Project Experience

Chief Building Official, City of Orange, California. Served on the Senior Management team and supervised the activities of the Building Division, including Permits, Plan Review, and Code Enforcement. Duties involved developing and implementing Codes and Policy; managing employees, contractors, and subcontractors; producing Council Reports; developing Budgets; and serving the Community.

Adjunct Professor, Irvine Valley College, Irvine, California. Responsible for developing part of the Code Enforcement curriculum for the college. Served as teacher and mentor to students taking from beginning to advanced Code Enforcement courses.

Supervising Police Facilities Coordinator, City of Chino, California. Served on the Project Management team concerned with the design and construction of the new Police Headquarters. Duties also involved managing the Police facilities and the fleet of cars and equipment, as well as developing and implementing associated policies and procedures and managing related employees, contractors, and subcontractors.

Supervising Plans Examiner, City of Chino, California. Supervised Plan Check and counter operations, including managing staff and contract staff and developing related projections and budgets. Implemented and managed the electronic permitting system and developed and implemented a digitized archived plans and files system. Performed Plan Review on various plan submittals. Prepared staff and City Council reports.

Code Enforcement Supervisor, City of Chino, California. Supervised Code Enforcement Division, including managing counter and field staff. Developed and implemented the Administrative Citation Program and prepared court reports and filings for prosecution. Interacted with City Council and the City Attorney related to sensitive enforcement cases and resolved numerous dangerous building cases.

Building Inspector, City of Chino, California. Performed Combination Inspection service for all aspects of construction within the community. Provided assistance to Housing Division by inspecting and developing the Scope of Work for housing projects. Provided contract management for housing projects.

Ted Beckwith, PE, SE

Plan Check Engineer

Profile Summary

Education:	BS, Civil and Structural Engineering, California State University, Fullerton, CA Certificate in Construction Technology, Riverside Community College, Riverside, CA
Registration:	Registered Structural and Civil Engineer ICC Certified Building Official ICBO and ICC Certified Plans Examiner
Experience:	37 Years

Mr. Ted Beckwith is a Willdan Engineering senior plans examiner with 37 years of experience. Mr. Beckwith is experienced in reviewing complex plans for the construction of K-12 public schools and community colleges and performing counter review of minor projects.

Relevant Project Experience

California Division of the State Architect, Riverside, CA. Senior Structural Engineer (Lead). Managed the daily operations of the Riverside Satellite office associated with the San Diego Regional Office. Review complex plans for the construction of K-12 public schools and community colleges. Perform counter review of minor projects. Review of changes to approved plans in the form of addenda, revisions and change orders. Review of deferred submittal documents including, but not limited to fire sprinklers and curtain wall glazing. Assist the design professionals in providing designs that are not only code compliant but economical. Work with architects, engineers, and school districts to obtain compliance with the California Building Code especially during design development to achieve better buildings.

Willdan, San Bernardino, CA. Supervising Plan Check Engineer. Managed the staff of plan check engineers and developed staff and training programs. Worked in a fast paced environment on plan review of many complex projects. Resolved issues with permit applicants on code interpretation and application to their project with forward thinking. Trained junior level staff in application of the adopted codes in review of plans. Protectively worked with architects, engineers, contractors and owners to obtain compliance with the adopted codes of the state and more than 20 Building Departments. Prepared technical reports for the consideration of the local building official on matters of interpretation and administrative modifications of the building codes. Proficient in Fire Life Safety, Disabled Access, Structural, Energy Compliance, Electrical, Plumbing and Mechanical review as well as Building Department Administration.

Scott Fazekas & Associates, Irvine, CA. Supervising Plan Check Engineer. Managed the staff of plan check engineers. Worked in a fast paced environment on plan review of many complex projects. Prepared technical reports for the consideration of the local building official on matters of interpretation and administrative modifications of the building codes to effectively apply the code. Resolve issues with permit applicants on code interpretation and application to their project. Protectively worked with architects, engineers, contractors and owners to obtain compliance with the adopted codes of the state and more than 20 Building Departments. Proficient in Fire Life Safety, Disabled Access, Structural, Energy Compliance, Electrical, Plumbing and Mechanical review as well as Building Department Administration.

Stefan Chiose, PE

Plan Check Engineer

Profile Summary

Education: B.S., Architectural Engineering, California Polytechnic State University, San Luis Obispo, CA
Registration: Professional Engineer, California #82816
ICC Certified Plans Examiner
ICC Certified Fire Sprinkler Plan Examiner
Experience: 12 Years – 1.5 years w/Willdan

Mr. Stefan Chiose has 12 years' experience in project management and engineering, with A&E firms and local government. He is experienced in performing technical analyses of plans, specifications, and reports; and reviewing documents for completeness, accuracy, and conformance to applicable codes, ordinances, and national standards

Relevant Project Experience

City of Newport Beach, Newport Beach, California. Plan Check Engineer. Reviewed construction drawings plans, commercial and residential architectural and structural plans, and disabled accessibility plans for compliance with the California Standard Building Codes. Prepared correction letters to document deviations in submittals and provided applicants with recommendations to meet minimum code requirements. Mr. Chiose also responded to questions from architects, engineers, and owners regarding codes and other issues with projects, both over the phone and at the public counter.

KNA Consulting Engineers, Inc., Irvine, California. Project Engineering. Was responsible for engineering and construction administration. Worked to plan projects, establish project criteria, coordinate project reviews, and ensure the proper implementation of project elements. Cooperated and communicated with project managers and other project participants and collaborated with senior engineers to create more efficient project methods and to maintain the project's profitability. Reviewed the engineering tasks and initiated the necessary corrective actions.

Grimm & Chen Structural Engineering Inc., Irvine, California. Project Engineer. Was responsible for structural engineering accurately calculating the required stress load of infrastructure to ensure that they were safe and stable for daily use. Was also responsible for project coordination – tracking performance and analyzing the completion of key goals. Wrote proposals from design development through RFIs. Prepared proposal documentation, cost estimates, and pricing recommendations to management

Lovelace Engineering, La Jolla, California. Structural Engineer Intern. Supported design leads for seismic analysis and structural calculations. Conducted basic structural analysis and design of projects of all material types (steel, concrete, masonry, and wood. Assisted in the review of plans and specifications.

Rouhi El-Rabaa, PE, CASp

Plan Check Engineer

Profile Summary

Education:	Bachelor's in Civil Engineering California State University, Los Angeles
Registration:	California Professional Engineer, CE#92565 ICC Plans Examiner Certificate #8868081
Experience:	8 Years

Mr. Rouhi El-Rabaa is a Willdan Engineering Building Plan Check Engineer with 8 years of experience. Mr. El-Rabaa is a skilled professional accustomed to playing a vital role in civil engineering cycles. Highly trained in responding to the public, contractors, and design professionals. Experience includes; structural design and analysis, commercial, accessibility, and residential plan checking, structural calculation review, exceptional customer service, and building and municipal code enforcement.

Relevant Project Experience

Plan Check Engineer, Willdan Engineering, San Bernardino, CA. Rouhi is responsible for the following tasks: Conduct full scope plan reviews for various disciplines, including; architectural, structural, fire-resistive, accessibility, energy, MEP, and green. He is highly experienced reviewing the following types of buildings; single-family and multi-family residential, tract homes, hotels, OSHPD 3, industrial, commercial, assembly, factory-built, mixed-use, and miscellaneous. Rouhi is also responsible for technical structural calculation review for regular and irregular multistory buildings, podium structures, irregular diaphragms, offset shearwalls, tilt-up construction, and freestanding structures. He trains staff to recognize proper non-structural and structural design methodologies in plan checks; prepares correction notices to applicants as hardcopy or electronic correspondence; does design coordination meetings with design professionals and permit applicants; and researches and looks to implement latest developments in industry standards.

Plans Examiner, City of Redlands, Redlands, CA. Plan checked and reviewed structural design of residential and commercial projects. Ensured that minimum code was established in the plan review stage. Resolved difficult problems with permit applicants and other members of the public regarding building code requirements and City regulations. Coordinated Division processes. Undertook or recommended changes to the processes in order to facilitate Division operations. Supervised, trained, and evaluated permit issuance staff. Prepared and issued comment letters to building permit applicants. Advised of resubmittal guidelines which would lead to approval. Prepared and categorized files, reports, and methods to record Division activities and procedures.

Graduate Structural Design Engineer, Arcadis Design & Consultancy, Doha, Qatar. Oversight of a large portion of five underground railway stations. Ensured alongside the project manager that all design and shop drawings were reviewed and issued to meet client standards and deadlines. Scheduled and monitored the progress of a large team of CAD technicians. Provided dependable engineering and project resourcing resolution in a fast-paced design-build atmosphere. Executed in-house plan checking and design checking. Established design conformance in line with all issued design development and shop drawings. Responded to contractor RFI's. Attended construction meetings and negotiated feasibility of key delivery dates with the client. Collaborated with contractors, architects, MEP and site engineers to achieve a common directive. Performed detailed review of reinforced concrete structural calculations and advised alternative approaches. Sketched complex concrete steel reinforcement details to be used as expeditious blueprints for urgent site remediation.

Daren Raskin, PE, CBO

Plan Check Engineer

Profile Summary

Education:	California State Polytechnic University-Pomona BS Engineering
Registration:	California Professional Engineer, CE#57577 ICC Plans Examiner ICC Building Official
Experience:	24 Years

Mr. Daren Raskin serves as Supervising Plan Check Engineer for Willdan. Daren possesses experience with design of various multi-story structures, shopping centers, commercial buildings, parking structures, and residential units. He has organized, scheduled, and supervised staff of engineers, draftsmen, and technicians. Mr. Raskin's expertise encompasses knowledge of all major building materials, including cold-formed steel, structural steel, concrete, and masonry as well as design of specialized systems of corrugated cold-formed shear walls, concrete shear walls, masonry shear walls, structural steel moment frames, braced frames and rigid diaphragm analysis.

Mr. Raskin's previous engineering experience structural design, analysis, and calculations for repair of fire damaged residential and commercial buildings, room additions, and custom homes and ensuring structural drawings met design and code requirements.

Relevant Project Experience

On-Call Plan Review and Inspection Services, City of San Bernardino, California. Plans Examiner responsible for plan reviews of multi-story office buildings, commercial buildings, retail outlets, single-family residences, medical facilities, educational facilities and multi-family residential developments.

On-Call Plan Review and Inspection Services, City of Rialto, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Loma Linda, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Moreno Valley, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, County of San Bernardino, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, March Joint Powers Authority, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments in connection with development of former March Air Force properties.

On-Call Plan Review and Inspection Services, County of Riverside, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Beaumont, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

Dundee Residence Hall and Glasgow Dining Hall, University of California, Riverside, California. Plans Examiner responsible for plans reviews in connection with improvements designed for the two halls.

On-Call Plan Review and Inspection Services, City of Norco, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Highland, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

Aaron Cowen, PE

Plan Check Engineer

Profile Summary

Education:	California State University-Long Beach BS Civil Engineering Irvine Institute of Technology Masters Science Structural Engineering
Registration:	California Professional Engineer, CE#58878 ICC Plan Examiner
Experience:	28 Years – 7 years w/Willdan

Mr. Aaron Cowen, a registered Civil Engineer in California, is a Plan Check Engineer for the Building and Safety Division. Aaron has more than 28 years of experience in the engineering field including design, drafting and plan check experience.

Mr. Cowen's experience includes the design of wood structures, cantilevered concrete decks, thin-wall concrete shells, retaining walls, foundation systems, and design calculations.

Prior to joining Willdan, Mr. Cowen's previous engineering experience includes the position of Senior Engineer with a Southern California engineering firm. In this capacity, he was design lead on numerous projects; provided on-site field inspections; and was responsible for the management and administration of all engineering data and information.

Relevant Project Experience

PLAN CHECK

Plan check projects include university buildings, single and multi-family homes, industrial buildings, commercial warehouses, restaurants, motels, solar plans and numerous tenant improvements.

Sample Jurisdictions:

- City of Tustin
- City of Loma Linda
- City of Fullerton
- County of Riverside
- City of Moreno Valley
- Orange County
- County of Los Angeles
- City of Highland

City of Irvine East Campus Housing Structure project including over 600,000 SF of student housing units. He performed the complete structural plan check on this project which included a five-story wood framed housing structure and reinforced concrete and light gauge steel framed community center. Plans included 140 sheets of structural plans and details and over 2500 sheets of calculations. He numerically and conceptually spot checked all structural aspects of project including gravity, lateral, connections, superstructure, raised reinforced concrete slab, reinforced concrete columns, post-tension slab foundations, wood shear walls, retaining walls, trusses, steel stairs, parking structure, multi-level hold-downs. Over 100 issues were discovered and corrected including numerical, conceptual, and coordination errors between calculations and plans.

Dominick Taliulu, EIT

Plans Examiner I

Profile Summary

Education: South Dakota School of Mines & Technology
BS in Civil Engineering

Registration: EIT
ICC Building Plans Examiner

Experience: 2 Year

Mr. Dominick Taliulu is a Willdan Engineering plans examiner with 2 years of experience. Mr. Taliulu's experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, Energy, Green Building and Electrical Codes. Dominick reviews solar plans submitted to our electronic plan review portal and is able to complete the reviews within one – two days from date of submission.

Relevant Project Experience

PLAN CHECK

Dominick Taliulu's experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, and Electrical, Green Building, and Energy Codes. Plan check projects include single and multi-family homes, medical clinics, industrial buildings, commercial warehouses, commercial buildings, restaurants, motels, solar plans and various tenant improvements.

Ryan Miller, EIT

Plans Examiner

Profile Summary

Education:	High Tech Institute Associates of Science, CAD/Drafting Technology California State Polytechnic University Bachelor of Science, Civil Engineering
Registration:	EIT (Engineer in Training)
Experience:	15 Years – 2 years w/Willdan

Mr. Miller is an Engineer in Training (EIT) and graduate of an ABET accredited civil engineering program. He has more than 15 years of experience in drafting/reading plans, and more than 5 years of engineering experience. He is a highly meticulous and resourceful civil engineer with an exceptionally strong engineer knowledge base.

Relevant Project Experience

Willdan

Plans Examiner/Checker – Performs technical review of construction documents for completeness, accuracy, and conformance to applicable building codes, ordinances, zoning regulations, and national standards.

Condon-Johnson & Associates, Inc.

Project/Field Engineer – Managed field activities and implemented engineering designs for deep foundations, shoring, micropiles, tiebacks, ground anchors, and soil nails. Conducted inspections to ensure that the projects are proceeding on schedule and within budget. Maintained inventory of equipment, supplies, and material needed to perform projects. Created plans and submittals in accordance with the applicable building codes including Caltrans Standard Specifications and Plans.

Mission Steel

Structural Steel Detailer/Drafter & Checker – Prepared and checked plans for the fabrication and placement of structural steel members (columns, beams, guardrails, stairs, moment frames, etc) for commercial and residential projects in accordance with the applicable building codes.

Law Steel

Structural Steel Detailer/Drafter & Checker – Prepared and checked plans for the fabrication and placement of structural steel members (columns, beams, guardrails, stairs, moment frames, etc) for commercial and residential projects in accordance with the applicable building codes.

Quincy Joist Company

Structural Steel Detailer/Drafter & Checker – Prepared and checked plans for the manufacture and erection of steel joists and joists girders for commercial and residential projects in accordance with the applicable building codes.

Ehab Barakat

Plans Examiner

Profile Summary

Education: Wayne State University, Detroit, Michigan
Bachelor of Science in Civil and Environmental Engineering

Registration: ICC Building Plans Examiner
ICC Building Inspector

Experience: 3 Years

Mr. Ehab Barakat is a Willdan Engineering plans examiner with 3 years of experience.

Relevant Project Experience

Mr. Barakat's experience includes:

- Examining plans, structural calculations, geotechnical reports, and specifications for compliance with the California Standard Building Codes.
- Preparing correction letters to document deviations in submittals and provide applicants with recommendations to meet minimum code requirements.
- Advise applicants of any available alternative measures to meet minimum code requirements.
- Respond to questions from architects, engineers, and owners regarding codes and other issues with projects.

Steve Raney, CASp

Building Official/CASp Specialist

Profile Summary

Education: BS, Northern Arizona University, Flagstaff, AZ

Registration:

CASp #519	ICC California Residential Combination Inspector
ICC Residential Electrical Inspector	ICC California Residential Mechanical Inspector
ICC Commercial Combination Inspector	ICC Residential Electrical Inspector
ICC Combination Inspector	ICC Building Inspector
ICC California Residential Building Inspector	ICC California Commercial Electrical Inspector
ICC California Residential Plumbing Inspector	ICC California Combination Inspector
ICC Building Plans Examiner	ICC California Commercial Plumbing Inspector
ICC Certified Building Official	ICC Residential Plumbing Inspector
ICC Mechanical Inspector	ICC California Commercial Building Inspector
ICC Electrical Inspector	ICC Residential Mechanical Inspector
ICC Plumbing Inspector	ICC Commercial Mechanical Inspector
ICC Building Code Specialist	ICC California Commercial Mechanical Inspector
	ICC Commercial Plumbing Inspector
	ICC Commercial Electrical Inspector

Experience: 20 Years – 1 year w/Willdan

Mr. Steven Raney is a skilled Building Code Professional with 20 years' experience in State, County, and local jurisdictions and with 17 years' experience in disabled access standard, building inspections, and plan review. Mr. Raney has experience working within municipal and governmental guidelines for structures and construction. He has worked with various municipalities and is effective in establishing and maintaining effective working relationships with City staff, contractors, and engineers.

Relevant Project Experience

City of Palmdale, CA. Building Official. Oversee the Building & Safety Division, which regulates the construction of all new, remodeled, and existing residential, commercial, and industrial buildings. **Mr. Raney** administers all functions including plan checks, inspections, permit issuance, vendors, and preparation of annual budget. As Building Official, he prepares reports, ordinances, and memos for City Council and participates in the Development Advisory Board representing Building & Safety to provide conditions of approval for proposed projects. In addition, Mr. Raney completes inspections and plan review on difficult technical and inspectional problems, particularly where structural safety is concerned.

City of Big Bear Lake, CA. Chief Building Official. Supervised staff of Building Inspectors, Plans Examiners, and Building Permit Technicians to establish and enforce building standards for the purpose of safeguarding public health, safety, and general welfare. Mr. Raney oversaw review of building plans, calculations, and specifications for proposed structures; established values of proposed construction, and adopted modifications to the State T-24 codes when necessary. He resolved code interpretation issues for new and existing buildings for compliance with the adopted Plumbing, Mechanical, Building, Electrical, and City Municipal Codes and worked with other city departments in coordinating plan approval, inspections, and building code related issues.

California Housing & Community Development, Southern CA Area. Codes & Standards Administrator I. Directed, organized, scheduled, and monitored activities and inspections for the Mobile Home Parks Program and staff in the Southern Area office. Duties included enforcement of the Title 24, 25, and HSC codes, as they pertained to the manufacture, install and alteration of all manufactured, modular buildings, and mobile home parks

City of Palmdale, CA. Supervising Building Inspector. Planned, supervised, coordinated, and assigned the activities and operations of building inspections within the Building and Safety Division.

Daniel Crawford, CASp, CBO

Plans Examiner/Building Inspector/CASp Specialist

Profile Summary

Education:	College of the Desert, Palm Desert, CA AA, Construction Management AA, Business Supervision & Management
Registration:	Certified Access Specialist CASp-#276 ICC Plans Examiner ICC Commercial Building Inspector ICC Residential Building Inspector ICC Residential Electrical Inspector California General Building Contractor PC832 Level III Certification
Experience:	33 Years

Mr. Daniel P. Crawford Jr., is a Willdan Engineering CBO, CASp, plans examiner and building inspector with more than 33 years of experience including 25 years in Building and Safety. Mr. Crawford's experience includes plan review of numerous projects in compliance with the California Building, Residential, Plumbing, Mechanical, Electrical, Energy, and Green Codes as well as providing inspections for residential, commercial, and industrial buildings. Mr. Crawford also has extensive experience in CASp related services including plan review and inspections for accessibility compliance.

Relevant CBO Experience

Mr. Crawford is a Certified Building Official completing his examinations in July 2020. With 25 years of Municipal Building Department service and 8 years private residential project management and construction, Mr. Crawford has established a well-rounded understanding and daily application of Building Department Administration. Work experiences in both private industry and municipal cities has contributed to his appreciation in both receiving and providing excellent customer services. Mr. Crawford is a valued team member that has the versatility to perform all Building Department Services assigned.

Relevant Project Experience

Daniel provides CASp plan review and inspection services to a number of our municipal clients. Projects include:

- Residential Multi-family
- Commercial
- City Parks
- Precise Grading Plan Review

Relevant Plan Review Project Experience

Mr. Crawford's experience includes plan review of numerous projects in compliance with the California Building, Residential, Plumbing, Mechanical, Electrical, Energy, Green and State Codes, that include:

- Residential
- Commercial

Relevant Inspector Project Experience

Mr. Crawford has 25 years' experience performing Municipal combination lead building inspector assignments to include but not limited to all phases of residential, commercial, and industrial development to include:

- Hotels
- Multi-Family
- Commercial
- Residential

Richard Shields, CBI, CBO

Building Official

Profile Summary

Education: Riverside City College, Construction Technology
Registration: Certified Building Official, International Code Council
 Certified Building Inspector, International Code Council
 Certified Plumbing Inspector, International Code Council
 Certified Mechanical Inspector, International Code Council
 Certified Electrical Inspector, International Code Council
Experience: 32 Years

Mr. Richard Shields serves as Principal Project Manager for Willdan Engineering serving the Southern California area. In this capacity, Mr. Shields serves as Building Official for numerous cities and municipalities including March JPA, Morongo Band of Mission Indians, City of Loma Linda, and City of Banning. His duties also include the placement of experienced inspectors to fill inspection needs in cities and agencies, providing complex inspections on residential commercial and industrial projects, coordination of conditions of approvals for city projects, and managing project contracts.

Mr. Shields has extensive experience in managing technical staff including building inspector, code enforcement officers and permit counter technicians. He has more than 25 years of Building and Safety experience including Building Official services, building inspection, code compliance and overseeing permit counter services.

Prior to joining Willdan, Richard served as Director of Community Development and Building Official for the City of Grand Terrace. During his tenure with the City, he was responsible for reviewing plan submittal packages, ordinance adoption, budget and policy preparation. He also oversaw and scheduled building inspections and set project conditions of approval, ensuring compliance with California Code regulations and Municipal Code regulations. His responsibilities included conduction inspections on commercial and residential projects, assisting citizens and the development community with technical and general questions brought to the Building and Safety counter.

Mr. Shields also served as Building Official for the City of Highland. In this capacity, he managed the Building and Safety Division and Code Compliance Division. Responsibilities included supervision of Division staff, building inspections, budget preparation, ordinance adoption and policy preparation. Further duties included the creation of a high fire zone ordinance in the foothills of the City and providing information to the California Fire and Forestry Department on fire code compliance issues.

Relevant Project Experience

Building and Safety Services, Various Agencies, CA. Building Official. Provided building official services, plan check services and inspection services to various agencies in Southern California.

- | | | |
|-------------------------|--------------------------------|-----------------------------------|
| ▪ City of Adelanto | ▪ City of Colton | ▪ Morongo Band of Mission Indians |
| ▪ City of Banning | ▪ City of Fontana | ▪ City of Norco |
| ▪ City of Beaumont | ▪ City of Grand Terrace | ▪ City of Palm Desert |
| ▪ City of Big Bear Lake | ▪ City of Highland | ▪ City of Rancho Mirage |
| ▪ City of Brea | ▪ City of Loma Linda | ▪ City of Redlands |
| ▪ City of Chino Hills | ▪ March Joint Powers Authority | ▪ City of Ridgecrest |
| ▪ City of Coachella | ▪ City of Moreno Valley | ▪ City of San Bernardino |

Plan Check and Inspection Services, University of California, Riverside. Building Inspector Supervisor. B&S plan check and inspection/civil plan check for the Dundee Residence Hall and Glasgow Dining.

Building and Safety Services, Soboba Tribal Gaming Commission. Building Inspector. Willdan reviewed construction plans and specifications to determine compliance with applicable codes and consistency with contract requirements for the Soboba replacement casino and hotel, which included a 200-room hotel, pool, two restaurants, a food court and sports bar, a 15,000-sq. ft. banquet and meeting facility for conferences and special events. The following reviews were conducted: Building/Structural, Electrical, Mechanical, Plumbing, Life Safety, Fire, OSHA, and ADA.

Martin Caro

Sr. Building Inspector

Profile Summary

Registration: ICC Building Inspector
Safety Assessment Program
Water Technology Certification

Experience: 20 Years

Mr. Martin Caro has more than 20 years of building inspection experience for public agencies. Extensive building inspections include public buildings, commercial and retail construction, medical and educational facilities, high-rise structures, single-family dwellings, and multi-family developments. He coordinates with plan check staff, other municipal departments and agencies at the permit issuance stage and when finalizing permits and ensures agency compliance with project conditions of approval prior to certificates of occupancies.

Relevant Project Experience

Willdan Engineering - City of Fontana, CA. Building Inspector. Mr. Caro provides field review of plans and specifications and provides inspections for conformance with uniform building code and pertinent provisions of state and city ordinances.

Willdan Engineering - City of West Covina, CA. Building Inspector. Mr. Caro provided field review of plans and specifications and provides inspections for conformance with uniform building code and pertinent provisions of state and city ordinances.

Willdan Engineering. Mr. Caro provided building inspection services to the Cities of Loma Linda, Grand Terrace, Colton, Indian Hot Springs, Redlands, Barstow, and Big Bear, California. Mr. Caro oversaw projects for Lowe's and the San Manuel Village in the City of Highland, California.

Roy Arias

Sr. Building Inspector

Profile Summary

Education:	Riverside Community College Construction Technology
Registration:	ICC Building Inspector ICC Residential Electrical Inspector ICC Mechanical Inspector ICC Plumbing Inspector
Experience:	22 Years

Mr. Roy Arias has over 25 years of experience in the construction industry and more than 20 years serving as a Building Inspector. Roy's experience includes multiple types of inspections including Property Condition Assessments, Construction Project Monitoring, Municipal, and Structural/Wood Destroying Organisms (WDO). He has certifications in Building, Electrical, Plumbing and Mechanical inspection.

Relevant Project Experience

Willdan Inspector -

- City of Hemet
- County of Riverside

Building Inspector – City of Indio

Building Inspector II during peak growth of City including extensive new commercial construction, City fire stations and senior and teen centers. New commercial tract and custom home construction inspection. One-year assignment to code violation-based complaint project, including issuance of compliance orders and correspondence.

Building Inspector – City of Riverside

Building Inspector I - promoted to Building Inspector II. Initially performed primarily residential inspection of new residential developments and various associated projects. Upon promotion to Building Inspector II, duties expanded to include non-residential projects such as new commercial buildings, additions, and tenant improvements. Investigated unpermitted work. Issued compliance orders and subsequent correspondence.

Contract Building Inspector – City of Corona

Worked and trained under the supervision of the Supervising Building Inspector. Performed inspections of various residential projects. Duties later expanded to include new single family residential construction.

Allen Elkins

Sr. Building Inspector

Profile Summary

Education:	College of the Desert Construction Management
Registration:	ICC Combination Inspector ICC Residential Building Inspector ICC Residential Energy Inspector/Plans Examiner ICC Building Plans Examiner ICC Residential Mechanical Inspector ICC Accessibility Inspector/Plans Examiner ICC Commercial Electrical Inspector ICC Residential Electrical Inspector ICC Residential Plumbing Inspector ICC Commercial Building Inspector ICC Certified Building Official ICC Commercial Plumbing Inspector ICC Commercial Mechanical Inspector ICC Fire Inspector I ICC Fire Inspector II ICC Fire Plans Examiner ICC Mechanical Plans Examiner ICC Plumbing Plans Examiner ICC Fuel Gas Inspector ICC Building Code Specialist ICC Master Code Professional
Experience:	10 Years

Mr. Allen Elkins has over 40 years of experience in the construction industry and more than 10 years serving as a Building Inspector. Allen's experience includes multiple types of inspections including residential and commercial. He has numerous certifications in Building, Electrical, Plumbing and Mechanical inspection.

Relevant Project Experience

Willdan Inspector – Numerous jurisdictions

Sr. Building Inspector – City of Indio

Performed commercial and residential inspections for building, mechanical, electrical and plumbing to ensure that construction, alterations and demolitions comply with State and City ordinances. Consulted with builders, developers, contractors and homeowners regarding compliance with appropriate codes and ordinances.

Sr. Building Inspector – City of San Mateo

Performed commercial and residential inspections for building, mechanical, electrical and plumbing to ensure that construction, alterations and demolitions comply with State and City ordinances. Consulted with builders, developers, contractors and homeowners regarding compliance with appropriate codes and ordinances.

David Lackyard

Sr. Building Inspector

Profile Summary

Registration: ICC Combination Inspector

Experience: 18 Years

Mr. Lackyard has more than 18 years of experience in the construction and building industry. He has extensive experience in inspection services and architectural plan review. His inspection expertise includes complete fire-life safety building code enforcement, model codes in plumbing, mechanical and electrical as well as the California Building Standards, Title 24 Energy Standards, Accessibility, and ADA requirements. David also is proficient in CAD drafting and design.

Relevant Project Experience

Willdan – Inspection Services

Mr. Lackyard has provided building inspection services to various municipalities including:

- City of Brea
- City of Highland
- City of San Bernardino
- March Joint Powers Authority
- Morongo Band of Mission Indians

Willdan – Plan Review Services

Mr. Lackyard provides building plan review services for a number of municipalities including:

- City of Moreno Valley
- City of Norco
- City of Fontana
- City of San Bernardino
- County of San Bernardino
- City of Highland
- City of San Luis Obispo

John Baker

Sr. Building Inspector

Profile Summary

Registration: ICC Residential Building Inspector
ICC Commercial Building Inspector
Contractor License B #618302

Experience: 26 Years

Mr. Baker has more than 26 years of experience in the construction and building industry. Extensive building inspections include public buildings, commercial and retail construction, medical and educational facilities, high-rise structures, single-family dwellings, and multi-family developments. He coordinates with plan check staff, other municipal departments and agencies at the permit issuance stage and when finalizing permits and ensures agency compliance with project conditions of approval prior to certificates of occupancies.

Relevant Project Experience

Willdan – Inspection Services

Mr. Baker provides building inspection services to various municipalities including:

- City of San Bernardino
- City of Loma Linda
- City of Grand Terrace
- City of Highland
- City of San Bernardino
- March Joint Powers Authority
- Morongo Band of Mission Indians

City of Redlands – Building Inspector II

Performed commercial and residential inspections for building, mechanical, electrical and plumbing to ensure that construction, alterations and demolitions comply with State and City ordinances. Consulted with builders, developers, contractors and homeowners regarding compliance with appropriate codes and ordinances.

RKA Consulting Group – Building Inspector/Permit Technician

Oversaw building permit applications process from intake to issuance. Maintained permitting systems and inspection records. Performed residential building inspections.

James Rotondo

Sr. Building Inspector

Profile Summary

Education:	Riverside Community College Associates Degree - Welding
Registration:	AWS Certified Welding Inspector AWS Certified Welder ICC Structural Welding Special Inspector ICC Structural Steel & Bolting Inspector ICC Reinforced Concrete Special Inspector ICC Commercial Building Inspector
Experience:	20 Years

Mr. James Rotondo has been involved with construction industry for over 20 years and is an accomplished Inspector through ICC and AWS. Mr. Rotondo's experience includes:

Inspector of Record, (IOR) materials testing, special inspection for structures and deep foundations on such projects as commercial buildings, water treatment plants, pipelines, pump stations hospitals and schools. Responsibilities include certifying to government agencies that buildings and their support utilities systems are constructed in conformity with the approved design and code by verifying the fabrication of materials, evaluating the use of proper procedures and techniques, checking that materials are of proper quality, verifying that work is performed and installed according to approved plans and specifications, providing conformance reports, scheduling of special inspections, interaction with design professionals, and document control during the construction process.

Relevant Project Experience

Building Code Inspection Services, Various Agencies, CA. Inspector. Currently provides special inspections as well as Building Code inspection for the following agencies:

- City of Beaumont
- City of Rialto
- City of San Bernardino
- Soboba Tribal Gaming Commission

Harbor UCLA Emergency & Surgery Replacement Project. Lead inspector for special inspection. Duties include; coordinating and performing inspection, scheduling of structural steel and welding, nondestructive testing, fireproofing, rebar and structural concrete, drilled in wedge anchors, epoxy dowels and document control. Project included multi story addition with new elevator tower to existing building.

Rideout Memorial Hospital, Marysville, CA. Inspection of shop fabrication on multi story hospital building. Duties included material identification, scheduling of ultrasonic testing, monitoring of preheat, inspection of Moment and Buckling-Restrained Braces and welding procedures.

Rancho Mirage High School, Palm Springs, CA. Inspection of structural steel, high strength bolting, steel decking, and welding of structural steel and gas pipe. Duties included material identification, scheduling of ultrasonic testing, and document control. Project included 9 buildings consisting of multistory classrooms, gymnasiums, library, theater, central plant, and cafeteria.

Soboba Casino, San Jacinto, CA. IOR and inspector of construction for the new casino. This was a seven story building with a casino and hotel.

City of Beaumont, CA. IOR for three story Amazon Warehouse for the City of Beaumont. Duties included overseeing special inspectors as well as inspection of structural, electrical, plumbing, mechanical and disabled access.

Darin Wilcox

Sr. Building Inspector

Profile Summary

Registration: ICC Residential Combination Inspector
Safety Assessment Program

Experience: 25 Years

Mr. Darin Wilcox has more than 25 years of experience in the construction industry, including 16 years of experience as a building inspector.

Darin's experience includes reviewing building plans and inspecting for correct installation and materials used for state and local code compliance and well as coordination with contractors, municipal staff, and City departments. Darin is available to assist our Southern California clients with Building and Safety inspection services.

Relevant Project Experience

City of Palm Desert, Ca – Building Inspector II

Performed State mandated visual inspections from a building's foundation to building final through all phases of code required building, electrical, mechanical, plumbing, title 24 energy requirements, Cal-green building requirements, and California accessibility requirements. Provided plan review assignments in residential and commercial photovoltaic electric solar, hydronic solar water heating, and in-ground swimming pool construction. Served as the Building Department's manufactured home installation specialist, knowing the requirements under HCD (Housing and Community Development) jurisdiction and the California Building Codes. Assigned, scheduled and routed four other inspectors to designated areas and to investigate code issued complaints City wide.

County of Riverside, Ca – Building Inspector II

Provided inspections for residential, commercial buildings and a variety of agricultural type equipment for maintaining compliance based on the Uniform building, plumbing, mechanical and national electric codes.

Bruce Pelletier

Sr. Building Inspector

Profile Summary

Education: AS, Science Fire Science Technology, College of the Desert, Palm Desert, CA

Registration: ICC Residential Building Inspector
 ICC Commercial Building Inspector
 ICC Certified Building Official
 Fire Prevention Officer, California State Fire Marshal's Office
 Fire Prevention 1A, 1B, 1C, 2A, 2B, 2C, 3a, and 3B, California State Fire Marshal's Office
 Fire Investigations 1A and 1B, California State Fire Marshal's Office
 Fire Management 1 and 2E, California State Fire Marshal's Office
 Firefighter I, California State Fire Marshal's Office
 Arrest and Firearms (PC 832)

Experience: 32 Years

Mr. Bruce Pelletier has 32 years of experience in the Municipal Fire and Building Department performing commercial/residential combination plan reviews, inspections, supervising inspectors and creating inspection programs. Mr. Pelletier is available to assist our Southern California clients with plan review and inspection services.

Relevant Project Experience

City of Indian Wells, , CA. Fire Marshall/Building Inspector 2/Code Enforcement. As Fire Marshall, Mr. Pelletier reduced the risk of fire and injuries to the public, ensured public safety was maintained by enforcing codes and ordinances relative to fire and life safety issues associated with commercial, industrial, and residential development; coordinated the inspection of commercial buildings and enforced hazardous materials regulations; worked with Developers and City departments on projects impacting fire protection services, interacted with Developers, Architects, and Engineers to meet the fire protection requirements for buildings and developments by reviewing all architectural blueprints, development plans, and proposals submitted in the City of Indian Wells. As Building Inspector, Mr. Pelletier performed on-site field inspections of residential and non-residential buildings, related to mechanical, plumbing and electrical, verified code compliance for new and existing buildings, and prepared reports and correction lists for various stages of completion. As Code Enforcement, Mr. Pelletier enforced municipal codes within the City. He conducted field inspections, and if violations were present, he composed Courtesy Notices, Notices of Violation, Administrative Citations, or Stop Work Notices related to municipal code violation(s). He prepared reports and tracked case files related to such matters and delivered insightful solutions to resolve construction problems.

Riverside County Fire Department, Riverside, CA. Deputy Fire Marshall (Cove Communities). Mr. Pelletier conducted field inspections of hazardous and complex occupancies; investigated complaints involving violations on codes, ordinances and regulations; recommended changes in design, construction or installation of equipment based on analyses of present or potential fire hazards; and assisted in enforcing fire codes and pursuing legal prosecution of violators.

City of La Quinta, CA. Code Enforcement Officer. Mr. Pelletier responded to and investigated complaints regarding violations of City ordinances; issued notices of violations; stipulated necessary changes for ordinance compliance; and took appropriate action to ensure compliance.



**BUREAU
VERITAS**

PROPOSAL

CITY OF FONTANA PLAN REVIEW AND INSPECTION SERVICES BS-24-05-SP

FOR THE CITY OF FONTANA

Attn: Steve McGuffey
Purchasing Office
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

August 17, 2023

CONTACTS REGARDING THIS PROPOSAL

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Proposal No. 6475451

BUREAU VERITAS 220 Technology Drive, Suite 100, Irvine, CA 92618
714.431.4100 | www.bvna.com

COVER LETTER

August 17, 2023

Attn: Steve McGuffey
Purchasing Office
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
smcguffey@fontana.org

RE: RFP for City of Fontana - Plan Review and Inspection Services - BS-24-05-SP

Dear Mr. McGuffey,

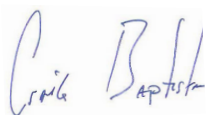
Bureau Veritas North America, Inc. (BV) is pleased to submit our proposal to provide **Plan Review and Inspection Services** to the City of Fontana (City). Our proposal will highlight previous experience in providing similar services to nearby jurisdictions. We have the breadth and depth of resources, skills and expertise needed to provide the requested services for the City. We have served nearly 200 agencies with building plan review and related services throughout California over the course of 48 years. **In addition, we are pleased to have been serving the City of Fontana with the requested services since 2018**, providing structural, mechanical, electrical, plumbing, architectural, CASp plan review, as well as grading plan check, on a variety of projects.

BV understands that the City of Fontana is seeking consultants to provide Plan Review and Inspection Services to support its growing community. We are keenly aware of the desire for high-quality customer service, timely reviews, reliability, responsiveness and cost-effective solutions. Our commitment to provide accurate and appropriate solutions to our clients and our ability to quickly and efficiently meet the needs of the communities that we serve makes BV an ideal partner for the City of Fontana. We offer optimal solutions to deliver quality services, including:

- **Unparalleled plan review** and related building safety services by licensed and certified professionals
- **Proven experience** in serving growing communities and jurisdictions throughout California
- Established relationships to ensure **timely reviews, transparency and responsiveness**
- **Depth of resources** to maximize flexibility and deliver quality services
- **Electronic review** and **best practices** to consistently meet turnaround schedules

Our partnership with the City of Fontana will be managed through our regional office in Irvine, with support as needed by additional staff, enabling quick and efficient responses. The designated Project Manager for the provision of services will be **Trang Huynh, P.E., C.B.O., Regional Manager**, in tandem with support from **Armil Allahyarian, M.S., Business Operations Manager**. **Craig Baptista, Vice President, West - Plan Review and Inspection** is your point-of-contact with legal authority to bind the terms of the contract. BV looks forward to an expanded successful, professional relationship with the City of Fontana by providing excellent Plan Review and Inspection Services, promoting transparency in our work and exceeding your expectations.

Sincerely,



Craig Baptista, M.B.A.
Vice President, West - Plan Review and Inspection
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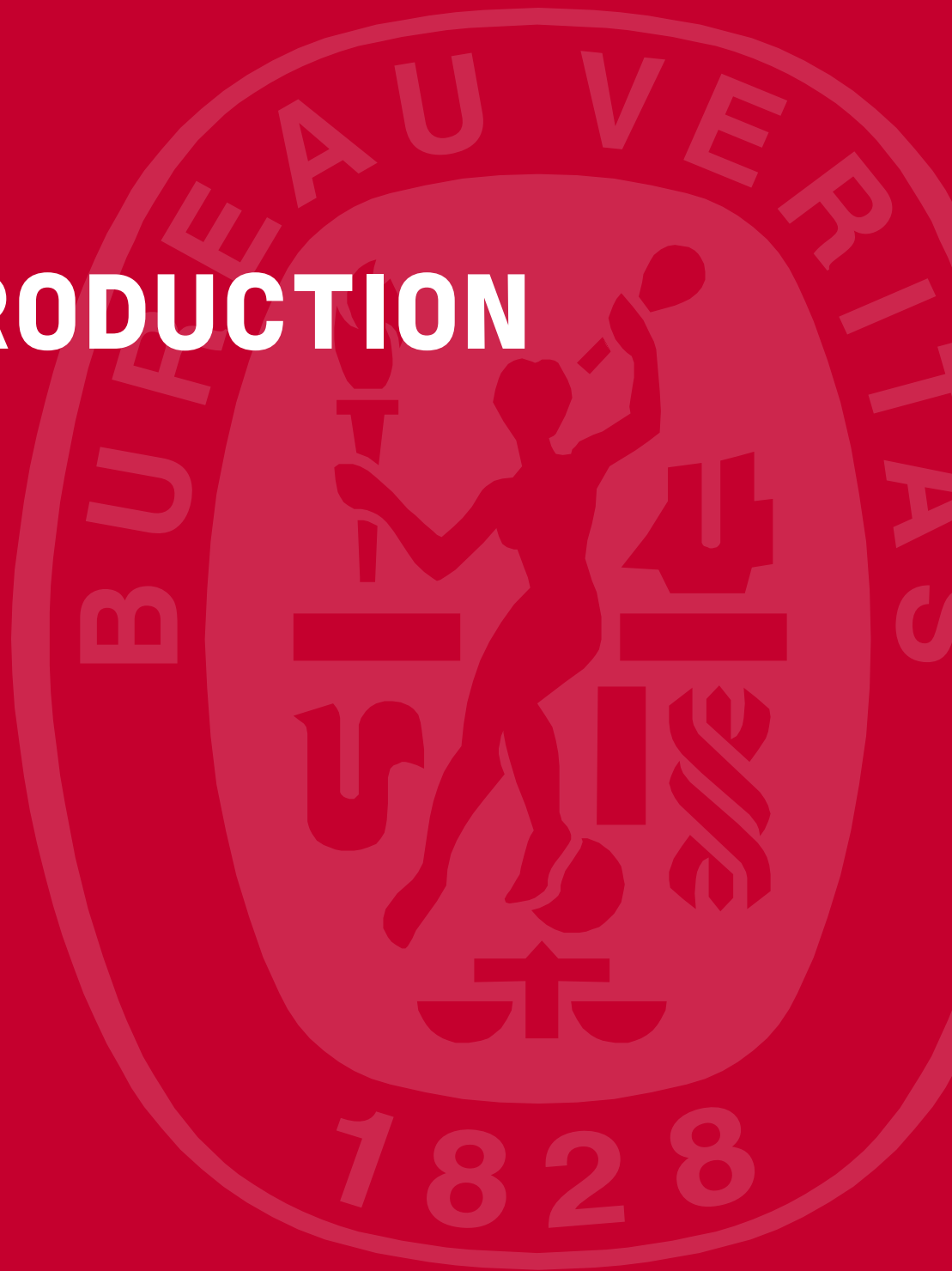
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A. INTRODUCTION



B U R E A

V E R I T A

A.1. METHODOLOGY / APPROACH

MEETING THE CITY OF FONTANA'S NEEDS

BV understands that the City of Fontana is seeking consultants to provide Building Permit Plan Check Services and Building Inspection services. We understand that this past fiscal year the City has reviewed and processed over 3,300 plan checks; performed over 28,000 inspections; and issued over 5,700 permits with a total valuation of about 300 million dollars. BV can provide all of the requested services which will be presented in our proposal as outlined below.

Plan review and inspection of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all adopted codes, local ordinances, state and federal laws. Our proposal will include the following:

- Plan review of residential, industrial and commercial buildings, grading and all other types of structures for compliance with all local ordinances, state and federal laws that pertain to Building and Safety and for compliance to the adopted California Building Standards Code.
- Field inspection of permitted structures of residential, commercial and industrial buildings, grading and all other types of structures under construction for compliance with all local ordinances, state and

federal laws that pertain to Building and Safety and for compliance to the adopted California Building Standards Code.

- The method for transporting the plans for review for the first check and for all rechecks, to and from the Fontana Office of Building and Safety, to the Consultant's Office where the plan check service will be completed.
- The calculation of all Building and Safety related fees, based on the City of Fontana's adopted fee resolution.
- The turn-around time (including transportation of plans) for the first initial plan review and the estimated turn-around time for each subsequent plan review (recheck).
- The submittal of two completed typed listing of all required plan corrections.
- The arrangement and attendance of any required meetings, connected with the plan review or field inspection of the projects.
- Electronic plan check services. If requested by the City, BV shall provide additional documentation of these services, including sample documents generated by the system and a live demonstration of the service for evaluation by the City.
- Fees and total costs for the Plan Review and Inspection Services.



A.1. METHODOLOGY / APPROACH

PROPOSED APPROACH TO TYPICAL PROJECTS

BV is able to provide both the plan review and inspection services requested in the City of Fontana's RFP.

The firm's personnel have performed and managed plan review for thousands of projects. Project types include office and industrial, hotels, institutional occupancies, single-family tract and custom homes, tilt-up shells, tenant improvements, and infrastructure. BV is the largest plan review firm in the United States, providing full service code consulting and plan review services. BV staff have considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. Geotechnical, lab testing, and other reports are considered in the plan review process. The firm is well positioned to meet the needs of the City and deliver discipline-specific plan reviews (e.g., structural, mechanical, access, street, drainage, map, civil infrastructure, etc.).

The firm has specific experience working through a variety of challenges including infill commercial development, adaptive reuse and change of occupancies of existing buildings, retrofit of un-reinforced masonry or soft-story buildings, large commercial shopping centers and mixed-use multi-family developments, live-work projects, and high tech, research and development facilities.

BV's plan review services for the City shall endeavor to adhere to current codes, with detailed plan review letter comments, reference plan sheets numbers and code sections, and two copies (one electronic) of the plan review corrections list are provided for each reviewed project. Services include recheck of plans after the applicant has made corrections, review and recheck of field changes, and deferred submittals and review and recheck of additional work on the project as needed

METHODOLOGY AND APPROACH

BV provides full service building department administration including plan review, inspection, and permit technician services for numerous agencies. We offer services which range from reviewing a single, complex, or unique project to handling all plan review needs for a City. The firm's personnel are dedicated to providing the highest level of customer service and

ensuring all work is in conformance with the requirements of the City and all other applicable codes. Resources can be adjusted on fast-track projects, as needed, to meet demanding schedules. Personnel assigned to City projects are available to attend meetings at the City to address questions or discuss issues with the City staff, design team, and/or construction team which may arise on a project and provide guidance for City staff, applicants, designers, and contractors. Consistency, responsiveness, efficiency, and a positive attitude are key components of the firm's approach.

As an ISO 9001 certified firm, BV undergoes systematic, independent audits of its management systems to meet rigorous objectives and provide continuous improvement in key areas. The firm consistently incorporates proven best practices and protocols as part of its quality management system to meet and exceed ever-increasing customer requirements. These tools include implementation of an established quality assurance/quality control program using the **BV CARE** program for the intake, track, and review of plans to enhance quality and streamline processing/approval; electronic plan check to expedite turnaround times which save time and money; and the utilization of web-based document control system which fosters collaboration, 24/7 access to documents and reports, and enhances overall communication.

To ensure the work assignment is being performed at the highest professional level, BV relies on the management and technical excellence of its personnel and a proven QA/QC program. This assures the quality of all work performed under this contract meets City approval. BV has developed and implemented corporate QA policies, consistent with all applicable federal and state regulatory requirements and standards, covering all aspects of project performance, technical quality, and peer review. These policies are implemented at each professional and technical level to provide a well-balanced, independent QA program, which assures the quality of reports, technical reviews, annuals and other documentation prepared by BV. This ensures the product is consistent with the established standards from the standpoint of quality, validity, and legal defensibility.

- **Identify Client Needs:** Identifying the clients' requirements and expectations is a key initial

A.1. METHODOLOGY / APPROACH

step to BV's client-focused approach. BV actively listens and maintains sensitivity to unique issues, priorities, and organizational culture to work in partnership to assess diverse needs and special initiatives.

- **Strategic Planning:** With this partnership, BV establishes a clear plan of action to institute priorities, identify stakeholders/processing agencies, formulate communication protocols, and align services with mutually-defined needs and objectives.
- **Concise Scoping/Implementation:** A clear and concise scope, schedule, and budget are developed. BV assigns expertise which mirrors the clients' needs and implements best practices to maintain project momentum.
- **Project Management:** Proactive management ensures cost and schedule control and streamlined communication among team members. BV uses appropriate best practice tools to effectively and efficiently deliver the City's assignment within budget and schedule. No matter what the need, the firm's goal is to deliver integrity, impartiality, accountability, efficiency, quality, and transparency.



REQUESTED SERVICES OVERVIEW

Plan Review

BV has the capacity to provide the following permit and plan review services to the City of Fontana:

- Architectural plans examination
- Structural plans examination
- Mechanical, electrical, and plumbing code plans examination
- Review and approval of alternate materials, alternative design and methods of construction
- Energy code plans examination
- Accessibility requirements including
 - Barrier free plans examination requirements
 - Disabled access
 - CASp
 - ADA
- **Green Building and LEED consulting including:**
 - LEED submittal consultation
 - Green building consulting including CAL Green
 - ENERGY STAR verification
 - Energy efficiency audits
- **Solar Review**

If requested by the City, optional services available

- **Civil plans examination including:**
 - Soils, grading and drainage
 - NPDES/SWPPP
 - Development
 - Infrastructure
 - Water and wastewater
 - Sewer
- **Fire, life & safety plan reviews including:**
 - Fire sprinkler/fire alarm
 - Smoke detection and dampers
 - Underground fire systems

Architectural Review

BV blends the knowledge of local conditions with a large pool of California licensed or certified building safety experts equipped to handle all building department needs. The firm is able to tailor its solutions specific to the City as a result of having provided plan review, inspection services, specialty reviews, and municipal administrative support for over 48 years.

Structural Review

BV is uniquely qualified and experienced in structural review and inspection. The firm has plan review and inspection personnel which have specialized experience with multi-family residential, hotels, resorts, retail, commercial, industrial, high-tech facilities, etc. BV has several experienced structural engineers on staff who are immediately available to tackle the City's most complex projects. BV can provide a complete structural review of design drawings, details, and calculations for

A.1. METHODOLOGY / APPROACH

both vertical loads and lateral seismic and wind forces, in accordance with the California Building Code structural provisions.

Mechanical Review

The California Building Code is supported by ancillary codes such as the California Mechanical Code and any others specifically designated and adopted by the City. BV's staff includes licensed and certified mechanical engineers and inspectors who have the knowledge, training, and experience necessary to review plans for compliance with these codes. Firm staff, who are available immediately to the City, have reviewed heating, cooling, distribution and return air systems, hoods, and product conveyance system plans for a variety of projects including single family residential, multi family residential, custom homes, resorts, and hotels.

Electrical Review

Electrical review and inspection to verify energy compliance is included in all projects in accordance with mandates from the applicable energy standards for non-residential construction. The firm has licensed and certified electrical engineers and inspectors with extensive plan review and inspection experience which have reviewed service installation, transformers, emergency power, panel distribution, single line diagrams, power, and lighting system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

Plumbing Review

The California Building Code is supported by ancillary codes such as the California Plumbing Code and any others specifically designated and adopted by the City. BV's staff has the knowledge, training, and experience necessary to review plans and inspect construction for compliance with these codes. The firm has licensed and certified mechanical engineers on staff to assist with plumbing reviews when needed. Firm staff have reviewed fuel gas, medical gas, potable and non-potable water piping and waste piping systems, and rainwater system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

CASp / Disabled Access Review

BV has CASp certified individuals who are able to respond to the needs of the City quickly. The firm currently provides CASp certified individuals to jurisdictions

throughout California to meet the requirements of SB 1608. Additionally, the team includes ICC Certified accessibility plans examiners and inspectors who routinely conduct accessibility reviews of projects throughout the state from minor restroom upgrades to significant ADA compliance improvements.

Fire Plan Review

BV staff have the capacity to consult closely with the local Fire Department Chief or their designated representative on any areas which require code interpretation or where alternate methods are being proposed and considered. The firm's proposed fire plan check engineers have specific experience working with multiple types of facilities to ensure compliance with applicable codes, standards, and amendments, including CFC, CBC, the Adopted National Fire Protection Standards, the California Health and Safety Codes, CSFM, and U.L. BV's experience includes written comments and verbal communication with applicants to better understand requirements and provide direction for compliance, as well as close communication with fire departments to clarify policies, code interpretations, plan review status, and procedures. BV has reviewed hundreds of projects for fire safety components, including NFPA 13, NFPA 72, and NFPA 101, among others.

Green Building Review

BV has plan review engineers, plans examiners, and inspectors who are well versed and experienced with energy code compliance. Firm staff have been involved at various levels of energy code development in California and are certified to review and inspect for energy codes. BV staff have reviewed plans, and inspected projects, which incorporate new technology, and complex energy code compliance. The firm has staff available to the City who are CAL Green Certified.

Grading Design Review

BV's team includes Civil Engineers and plan review personnel who are well versed in the provision of development review and engineering plan check services. Grading plans outline the criteria for land development and typically include design elevation, surface gradient, lot type, and swale location, as well as displaying elevations, dimensions, slopes, drainage systems, etc. The firm's personnel are able to review these plans to ensure they are in full compliance with applicable codes and ordinances.

A.1. METHODOLOGY / APPROACH

Plan Review Process

Our team becomes familiar with the requirements of a public agency before beginning a review and continually monitors trends and legislation in order to advise the City on ordinances and standard practices to consider for adoption. BV has extensive public sector experience, which assures that public interests are fully protected. We understand that careful consideration of issues and impacts are needed in addition to technical expertise. We have devoted a great deal of time over the years to refining our approach and developing documentation to assist our clients and train our personnel to ensure highly efficient plan review procedures.

BV will work to ensure that submittals are properly coordinated and tracked by following an established internal plan check coordination process in which each plan received for review is entered into our ProTrack database, processed and returned on time to the client.

BV is able to seamlessly perform multiple active plan checks of significant size simultaneously. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this we:

- Screen and log each application to assure that they are routed to all plan reviewers in a timely manner. In addition to utilizing our own internal tracking system, we will enter and monitor plan-checking information into the City's portal
- Submittals are reviewed for compliance with all ordinances. The log serves as a tracking device to assure turnaround times and completeness of the review.
- Plan reviews will be done in accordance with local, state and federal regulations with which local jurisdictions are mandated to enforce as well as all codes and ordinances in effect by adoption at the time of plan review. Preliminary consultations will be provided to the applicant upon request, to assist and guide them in the design and plans preparation process.
- Information shown on each permit application is verified. Construction valuation is based on information provided by the City of Fontana and compared to estimates provided by the applicant.

- Provide a thorough architectural and structural review of design drawings and details for compliance with the California Building Code architectural provisions, including provisions for safety glazing, building security and noise insulation performance standards, to name a few. These reviews can also be performed on revisions to plans which have previously been approved for permit issuance.
- Preparation of a review letter report
- Plan review management.
- BV assures that corrections are handled as quickly and as clearly as possible. Our goal is to help the applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations.

Generally, corrections are identified in two ways. Notes are made on plans during electronic review or on hard copy plans if appropriate, and a correction sheet is generated, detailing what items need to be addressed before plans can be approved. The City shall approve the development of any customized correction sheets. Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at least the following:

- The date(s) plans were received and reviewed
- The date(s) the applicant was notified of completed plan reviews
- The name and phone number of the applicant

During the plan review process, BV is prepared to meet with the applicant or architect/engineer, City employees or consultants at any time. Telephone discussions or meetings at project sites are welcomed to assure that any plan review issues are handled efficiently. We propose to meet at the offices of the building and safety division or at a particular project site. Our goal is to issue approved plans as quickly as possible but in full compliance with laws, codes, ordinances and regulations. Upon completion of the plan review, the following information package is prepared and logged as a minimum:

- ✓ Completed plan check documents including sign-offs
- ✓ Transmittal letter documenting any conditions associated with issuance of a permit, if any
- ✓ Marked up plan review documents

A.1. METHODOLOGY / APPROACH

- ✓ Two sets of approved building plans
- ✓ Backup documents and reports
- ✓ Documents provided in desired City format

Transmittal of Plans and Correction Lists

BV assumes responsibility for the pickup and return of plans. All plans shall be picked up from the City offices within 24 hours of notification. Should the volume of work be sufficient, we propose to establish regular pick up of plans on a consistent basis. We will also utilize shipping courier, at no additional cost to the City. Upon completion of each plan review, we will forward a copy of the correction list to both the City and the applicant, by email. When corrected plans are resubmitted, the previous procedure will be followed or the applicant may schedule an office visit to go over any corrections in person. When plans are completed they are stamped, signed and forwarded by BV personnel. Our transmittal forms will be customized for the City of Fontana.

Plan Review Turnaround Times

BV provides plan review activities on a fast-track basis to reduce the impact on project contraction schedules. Turnaround times for each submittal relate to the size and nature of the submittal and impact on the project construction schedule. To reduce turn around times for plan check, the firm uses electronic submittals, phased submittals, conference calling, video-conferencing, and visits by plan check staff to design offices of the engineer or architect.

Turnaround Times

BV has built long-term partnerships with many agencies and municipalities. The firm understands accuracy, efficiency, and integrity in all aspects of professional services is required. Testimony to BV's professional excellence is the fact it has a large number of repeat clients and client referrals. Because of the firm's large pool of accessible resources it is able to assemble experienced personnel in order to assist with project schedule recovery when necessary. BV also accommodates preliminary reviews to facilitate fast tracked or accelerated projects. This aids with timely turnaround and creates good public relations. The firm's staff makes recommendations for resolutions if requested. The firm also meets with agencies, City staff, and citizens, as needed, to discuss its findings.

Electronic Plan Review Services



BV will continue to work with the City's existing system but offers alternatives should the City be interested in learning about more options. Digital plan check uses a software which presents customers with a convenient alternative solution to printing and delivering paper plans to City offices at zero cost. This modern solution has become especially valuable as municipalities seek to continue service delivery to their communities while focusing on health and safety during the COVID-19 crisis.

BV accepts utilizing the City's software to enter and track plan checks and permit information upon examination of this system.

BV provides an alternative solution to traditional plan checking. With GoPost, BlueBeam, Adobe Acrobat, or other similar software, our plan reviewers can quickly and accurately review plans for compliance with applicable codes. Plans are submitted as PDF files via a secure and confidential FTP site. These plans are then reviewed by our personnel who are able to place comments and redlines directly on the plans, corresponding to areas needing revisions.

Redlined plans with comments are then forwarded to, or placed on the secure FTP site for the designers, engineers, and architects. The City also has access to the FTP site. Plans can then be revised and resubmitted via the same method described. If all items were resolved, hard copy plans are sent to BV for approval stamps and signatures.

Clients who have a plan review going through the online process are able to see where their plans are in the review process, ask questions, receive comments, submit updates, and more. Bluebeam GoPost accepts multiple file types, from AutoCAD to PDFs, Word, and more.

A.1. METHODOLOGY / APPROACH

Digital plan check has numerous advantages including, but not limited to, the following:

- Eliminate the need to physically print and carry plans to the City - Upload plans anytime from anywhere.
- Know project status at all times - Check where plans are and find out when reviews are completed.
- Use the GoPost online portal to communicate with the review team - Ask and answer questions; make changes.
- Reduce printing and courier costs - Checklist and plan markup downloads make it easy to perform corrections and resubmit documents online.

Electronic plan submittal and commenting allows for economical movement of plans and quick turnaround times. Plans with comments can be viewed and discussed as needed to resolve issues quickly and efficiently.

BV has successfully implemented and utilized digital plan review in over 60 federal, state, and local agencies for multiple years.

Building Inspection

BV inspectors are ICC certified and have extensive experience in the construction trades as well. Fast-track projects may be built into small phases based on incremental design and fabrication steps. In such cases, the firm's inspection team keeps daily logs to track corrections and plan review changes.

BV's inspection team also has the capacity to provide on-call building inspection services to cover personnel vacation time, peak work loads, specialized inspection activities, and any other situations which may arise. These activities may include next-day inspections and same-day response to important or urgent requests. BV's building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept.

BV is able to provide the City with ICC certified personnel to provide the following services:

- Read and study project specifications, plans, and drawings to become familiar with project prior to

inspection, ensuring structural or architectural changes have been stamped as approved by appropriate authority and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.

- Perform and document inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements including known local, city, state, and federal requirements.
- Review plans for building construction, plumbing, electrical, and mechanical details prior to making inspection.
- Bring to the attention of the City for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
- Participate in reviews with fire, health, and other government agency inspectors & owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Upon request, the firm will inspect existing buildings for substandard, unsafe conditions.

Virtual Inspections

BV is able to conduct virtual, no-contact field inspections in an effort to continue progress at as many active jobsites as possible for both new and existing clients. Using interactive technology, our building inspector will participate in a live session with the contractor to perform the inspection(s) remotely through the use of a mobile device. Our goal is to allow construction to progress while maintaining a safe environment for all involved through social separation.

The firm strongly believes in the long term value of these digital platforms and in their potential to change how inspection services are executed. The circumstances faced by society will be a catalyst to help drive the adoption of this new service, but once the ease of use and value creation is experienced first-hand BV believes it will become a standard component of inspection programs.

A.1. METHODOLOGY / APPROACH

BV's remote inspection services ensure the firm can keep its employees and City staff safe by reducing direct contact, adhering to social distancing best practices and keep critical tasks moving forward with diminished need for in-person contact.

ADDITIONAL SERVICES

Permit Technician Services

BV is available to work and build positive relationships with the City's staff to seamlessly staff the public counter, issue counter permits, answer plan review or inspection questions, and assist the public with a high level of customer service. BV will provide the City with ICC certified Permit Technicians and services may include, but are not limited to, the following:

- Review permit applications for completeness
- Accept, login, and route plans
- Calculate and/or collect fees
- Issue permits
- Review and issue counter permits
- Maintain permit records
- Use jurisdiction permitting programs and/or software (Our Permit Technicians will familiarize to using the City's permitting system)
- Provide assistance with general office and administrative duties as assigned

Code Enforcement Services

BV staff will work with the City representatives to investigate violations of City codes and ordinances, collect and analyze data, present cases to City Attorney, issue notices on violations and maintain an accurate record of inspections and findings. Our team is knowledgeable regarding practices of code enforcement and officer safety and City policies, procedures, administrative and technical regulations. We are able to answer questions pertaining to inquiries, requests, and/or complaints related to licensing and codes.

Typical duties of certified personnel include:

- Investigate alleged code violations in response to public complaints
- Enforce violations of various City codes and ordinances
- Identify and investigate violations observed while in the field;

- Prepare correspondence and various reports, collect and analyze data; make effective oral and; written presentations
- Summarize substantial file materials into clear and concise written reports and accurately compute simple statistical analyses Negotiate correction action plans with property owners to abate violations
- Coordinate summary abatement process including selecting contractors and monitoring their performance, enforcing, investigating, and interpreting code and ordinance violations
- Process cases in accordance with City procedures and standards and in accordance with federal, state and local laws



A.1. METHODOLOGY / APPROACH

CARE PROGRAM – A PROVEN, FORMALIZED AND INTEGRATED PLAN REVIEW PROCESS

BV employs innovative and creative approaches to delivering our services. The plan review process we follow for efficient completion of concurrent task management is shown in the flowchart below and managed through our CARE Program, a formalized and integrated process whereby Coordination, Analytical, Review, and Expert management/quality control functions are consistently implemented on each and every project. We will implement a comprehensive program based on best practices to validate that each and every review is thorough, accurate, consistent, and timely. This system's success is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff. The roles of each of our CARE elements include:

Coordinator:

Our clerical personnel will handle various administrative functions, such as logging information (project tracking, time budgeting), managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status. The Coordinator is the first line of contact for each project submittal.

Analyst:

Our analysts will review submittals, title sheets, and non-design items; maintain files; monitor due dates; monitor contract budget and status tracking reports; and coordinate invoicing. Our analysts also maximize and

“right place” personnel resources to meet turnaround times in a quality manner. When assigning resubmittals to staff, our Analyst ensures consistency by passing the project to the same reviewer that performed the previous reviews. Reassignments are done when unforeseen circumstances dictate.

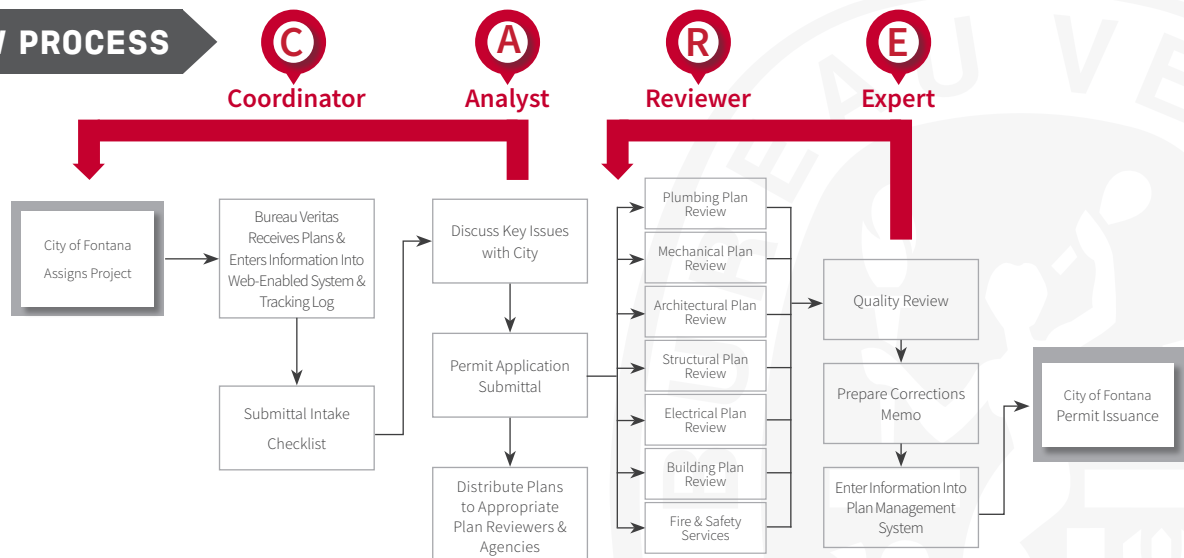
Reviewer:

Our experienced building plan reviewers will routinely review agency standards, ordinances, guidelines, and checklists; create comments letters; coordinate project return with the coordinator; attend review meetings; and communicate questions/solutions to project stakeholders. Because of our depth of resources and project tools (checklists, corrections letters, etc), reassigned projects can be reviewed without missing deadlines or causing unnecessary rechecks.

Expert:

BV experts will provide the final quality assurance review of applicable plans, studies, and reports in accordance with all accepted engineering, building codes of different disciplines, Subdivision Map Act, and industry professional practices. They will comply with the applicable regulations; visit the client contact regularly; monitor project progress with the reviewer; disseminate project/agency information to the team; train team members; peer review comments letters; and communicate questions/solutions to stakeholders. Additionally, experts provide quality assurance reviews to each project which minimizes the number of resubmittals.

PLAN REVIEW PROCESS



A.1. METHODOLOGY / APPROACH

PLAN REVIEW TURNAROUND TIMES

Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. The firm understands accuracy, efficiency, and integrity in all aspects of professional services are required. BV's team will maintain efficient turnaround times on all reviews as a key measurement of its performance for plan review services. We are able to produce plan review in a timely fashion and are able to present any necessary reports or studies to elected officials and/or the general public.

Providing plan review services to nearly 200 jurisdictions over the past 48 years, BV has a strong history of successfully meeting project deadlines. Upon request, BV is able to provide plan review activities on a fast-track basis. To reduce turnaround times for plan review, the firm can use electronic submittals, phased submittals, conference calling, and videoconferencing. Our team is committed to ensuring that all deadlines are met to meet the needs of our clients.

Maximum Proposed Plan Review Turnaround Times

Below are the proposed maximum turnaround times for reviewing and approving and permit application for various types of projects.

Service	Initial Check (working days)	Recheck (working days)	Expedited Initial Review	Expedited Recheck
Commercial TI	7	5	4	3
Residential addition and/or accessory building	7	5	4	3
New Residential	7	5	5	3
Multi-Residential and New Multi-Residential, Commercial, and Industrial	10	5	5	3
Return of telephone calls and e-mails	Within 24 hours			

Note: Turnaround times for unusually complex or large projects to be negotiated.

INSPECTION TURNAROUND TIMES

- Perform all inspections on the following day after receiving inspection requests
- Weekend and emergency response type of inspections are available upon request

BV's inspection team is deployed with technology, including iPads and other similar technology, during field inspections. We work with a jurisdiction's IT department to install required software programs.

A.1. METHODOLOGY / APPROACH

QUALITY ASSURANCE

Our team's experience and ability to clearly communicate technical concepts and terminology with the community, architects, engineers and applicants is fostered through collaboration. Our staff utilizes a series of proven technologies to streamline service delivery, enhance communication, and promote transparency. BV also has its own comprehensive, web-based project management system that delivers secure access 24/7 to project data, generates e-mail updates, and digitizes the entire plan review, map review, and inspection process. We also use electronic plan review, where reviews and comments are accessible in real time via the web. These tools encourage collaboration, enhance expedited requests, save money and time, reduce waste and storage space, build consensus, and promote project transparency.

Each team member of the technical team is selected according to the depth and appropriateness of experience as they relate to the specific technical tasks called for by the project. To ensure that the work assignment is being performed at the highest professional level, BV relies on the management and technical excellence of its personnel and a proven QA/QC program. This assures the quality of all the work performed under this contract meets client approval. BV has developed and implements corporate QA policies, consistent with all applicable federal and state regulatory requirements and standards, covering all aspects of project performance, technical quality, and peer review. These policies are implemented at each professional and technical level to provide a well-balanced, independent QA program, which assures the quality of reports, technical reviews, annuals and other documentation prepared by BV. This ensures that the product is consistent with the established standards from the standpoint of quality, validity, and legal defensibility.

At BV, we all share the responsibility for continual improvement of our quality management process and believe that our program, supported by our BV business model and our code of ethics, will ensure the continual delivery of high quality products and services to City. Like the City of Fontana, BV believes in community health and wellness. We will establish BV as a City of Fontana preferred supplier in conformity assessment and certification services in the fields of quality assurance, health and safety, environment, and social responsibility (QHSE). Our quality management system provides the framework for continual

improvement of our internal management processes and resources which will in turn add value for City through the services offered and delivered. In addition, our quality management system gives the company and City the confidence that the provision of services and products will be delivered consistently to predetermined high standards.

Continual Improvement

BV associates all share the responsibility for continual improvement of the firm's quality management process and believe the program, supported by the BV business model and its code of ethics, will ensure the continual delivery of high quality products and services to the City of Fontana. In doing so, the firm will establish itself as the City's preferred supplier in conformity assessment and certification services in the fields of quality assurance, health and safety, environment, and social responsibility (QHSE).

BV's quality management system provides the framework for continual improvement of its internal management processes and resources which will in turn add value for the City through the services offered and delivered. In addition, Our quality management system gives the company and the City the confidence that the provision of services and products will be delivered consistently to predetermined high standards worldwide.

Budget Controls and Billing Related Quality Assurance - FLEX

Budget control is achieved by closely monitoring work assignment labor and direct expenses. Work reports must be completed by each individual and the labor hours must be approved by the project manager before being charged to The City of Fontana. Similarly, expense reports and other direct expenses must be approved by the project manager prior to entering the cost data system.

To ensure optimal administration of the main functionalities of contract management and the facilitation of billing related quality assurance BV utilizes FLEX. FLEX is a reference repository which is comprised of all billing and contractual information (invoices, work assignments, expenses, labor reports, project reports, etc.).



A.1. METHODOLOGY / APPROACH

This advanced system assists BV in implementing and maintaining a number of budget and cost control processes which:

- Ensures data integrity and allows for a flexible and secure billing process
- Enhances billing efficiency and productivity
- Minimizes revenue leakage by monitoring its sources through control reports

FLEX ensures contract and budget control via standardized features and alignment of project information in real time. Additionally, the system is designed to promote contract follow up from project outset to closing which helps to establish and maintain optimal communication.

Project Management and Schedule Controls

Work assignment schedules will be managed on several levels. The project manager will maintain regular contact with the City manager to communicate the project status and progress on deliverables. In addition, an internal schedule including critical milestones and deliverable due dates will be established prior to initiating the task work. This allows ample time for editorial and technical review, changes, and assurance in schedule compliance.

In order to efficiently and effectively track project workflow BV employs Protrack, a quality assurance software solution created by Quickbase. This custom-built program was developed specifically to meet the needs of the firm and enhance its project management capabilities in service to its clients. Protrack monitors numerous pieces of project data in real time including, but not limited to, project schedule status, active projects by office, project type, number of active projects per client, weekly number of new projects initiated, and much more. The program's dashboard allows users to generate reports which can provide an overall snapshot of BV's current activities or can be filtered to present precise details regarding a specific project or client. The crucial information monitored in Protrack not only aids in maintaining schedules and project turnaround times but also gives the firm the capacity to make decisive course corrections which ensure deliverables of the highest caliber and complete customer satisfaction. Furthermore, Protrack is designed to work collaboratively with BV's billing and invoicing software, FLEX, to enable the consistent completion of projects on-time and on-budget.

BV's team is committed to delivering accurate and superior services in meeting the City of Fontana's plan review, inspection and other building and safety needs.



A.2. FIRM AND TEAM

FIRM AND TEAM

BV is highly qualified to support the needs of the City of Fontana and its growing community, and is dedicated to meeting all of the requirements of the RFP by providing experienced, expert staff who will deliver timely, convenient and responsive **Plan Review and Inspection Services**.

Firm Address and Contact Information

Bureau Veritas North America, Inc.

Craig Baptista, M.B.A. (Contract Liaison)

VP, West - Plan Review and Inspection

220 Technology Drive, Suite 100, Irvine, CA 92618

E. craig.baptista@bureauveritas.com

P. 916.514.4516 | C. 916.291.9151 | F. 916.725.8242

Roles and Responsibilities

BV has dedicated to the City of Fontana a strong and seasoned **Project Manager, Trang Huynh, P.E., C.B.O., Regional Manager**, with more than 41 years of experience managing plan review projects and building departments. In addition, **Armil Allahyarian, M.S., Business Operations Manager**, is a strong leader dedicated to your needs. Trang and Armil, along with our entire building and safety staff, will work to ensure that all deadlines and objectives are achieved.

The following is a summary of the roles and responsibilities of the proposed team. Our personnel are licensed engineers and ICC certified.

No subconsultants will be utilized for this contract.

LEADERSHIP TEAM

Craig Baptista, M.B.A., Vice President
Trang Huynh, P.E., C.B.O., Project Manager
Armil Allahyarian, M.S., Operations Manager

PLAN REVIEW ENGINEERS

Trang Huynh, P.E., C.B.O.
Robert Chang, P.E., C.B.O.
Henry Hadidi, S.E., Ph.D.

SENIOR PLANS EXAMINERS

Armil Allahyarian, M.S.
Brian Lee, A.I.A., CASp
Matthew Torosian, M.S.
Joe Medina, M.S.

PLANS EXAMINERS

Dwayne Butz
Martin Pasamba
Jecsan Perez

CERTIFIED ACCESS SPECIALIST

Tim Tran, CASp
Brian Lee, A.I.A., CASp

BUILDING INSPECTORS

Luis Mota
Kirk Zimmerman

B. QUALIFICATIONS



B U R E A U

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B. QUALIFICATIONS



FIRM PROFILE

Bureau Veritas is a multi-national corporation with a history which includes 195 years of providing worldwide regulatory compliance service to industry and governmental agencies. Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations and with over 80,000 employees, Bureau Veritas has unparalleled resources to manage projects requiring a broad range of expertise across vast geographies. With operations in 140 countries and all continents, BV draws on the synergies between its local teams and dedicated technical centers worldwide.

We are the largest plan review firm in the United States, with a long-established operation in California. In addition, we have provided other public works services for multiple jurisdictions throughout California for 48 years.

COMMITMENT TO PROVIDING SERVICES

BV will always strive to deliver excellent service and work hard to meet and exceed the City's expectations regarding all agreed upon turnaround times. Our proposed program establishes a process to ensure that the City will receive only the highest quality plan reviews. We will provide services with the objective of verifying compliance with the requirements adopted at the State and Federal levels, the City's adopted building codes, zoning ordinances, regulations and adopted ordinances, policies and standards, and other relevant program standards and requirements.

Our staff knows the value of clear and transparent communication and how to work together as a team in

conjunction with a jurisdiction. This philosophy is put into practice on all of our projects and is a great value to our municipal clients. Our familiarity with coastal communities including City of Fontana, exceptional attention to customer service, large pool of experienced personnel and ability to provide value-added services make BV the optimal choice for meeting the City's ongoing Plan Review and other Building and Safety needs.

The firm's range of experience in this arena covers every key area of service defining a building department. The firm is skilled at helping existing departments augment or refine their current level of client service and is also capable of crafting a department from the ground up. BV will consistently provide excellent customer service and qualified staff for all project types.

Our service offerings include:

- ✓ Building Plan Review
- ✓ Building Inspections
- ✓ Building Official/Administration
- ✓ Architectural, structural, mechanical, electrical, plumbing plans and construction documents examination
- ✓ Civil engineering plan review
- ✓ ICC and CASp Certified Professionals
- ✓ Code enforcement
- ✓ Fire and life safety plan review & inspection
- ✓ Staff augmentation & attendance at occasional meetings at City Hall as required
- ✓ Green building, ADA & accessibility, LEED
- ✓ Electronic and digital plan review services

B. QUALIFICATIONS

CALIFORNIA OFFICE LOCATIONS

The firm's partnership with the City will be managed out of its office in **Irvine, CA** and augmented by staff located at the firm's 6 additional California offices as needed.

Our Irvine office is located just 49 miles door-to-door to the City, facilitating quick and efficient responses to your needs.



1 **IRVINE**
220 Technology Drive,
Suite 100
IRVINE, 92618
Tel: 714.431.4100

2 **PASADENA**
600 N. Rosemead Boulevard,
Suite 233
PASADENA 91107
Tel: 626.325.9800

5 **ATASCADERO**
5905 Capistrano Ave
Suite F
ATASCADERO 93422
Tel: 805.792.1109

3 **SAN DIEGO**
9988 Hibert Street,
Suite 100
SAN DIEGO 92131
Tel: 858.863.2000

6 **SACRAMENTO**
180 Promenade Circle,
Suite 150
SACRAMENTO 95834
Tel: 916.725.4200

4 **WESTLAKE VILLAGE**
250 N. Westlake Boulevard,
Suite 150
WESTLAKE VILLAGE 91362
Tel: 805.230.2888

7 **SANTA ROSA**
111 Santa Rosa Avenue,
Suite 406
SANTA ROSA 95404
Tel: 707.206.1265

B. QUALIFICATIONS

COMPETENCE THROUGH CERTIFICATION - INTERNATIONAL CODE COUNCIL

Building plan review and inspections depend on more than codes and standards. Service levels of the highest quality during the provision of these services result from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements. ICC certification ensures competent plan examiners and engineers are involved in the critical building approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents the BV team's commitment to providing qualified plan review, building permitting, and inspection staff to the firm's clients.

✓ Building Plans Examiner	✓ Combination Inspector	✓ Electrical Plans Examiner	✓ Residential Building Inspector
✓ Accessibility Inspector/Plans Examiner	✓ Combination Inspector - Legacy	✓ Energy Code Specialist	✓ Residential Combination Inspector
✓ Building Inspector	✓ Combination Plans Examiner	✓ Fire Inspector I	✓ Residential Electrical Inspector
✓ Certified Building Code Official	✓ Commercial Building Inspector	✓ Fire Inspector II	✓ Residential Energy Inspector/Plans Examiner
✓ Certified Building Official	✓ Commercial Combination Inspector	✓ Fire Plans Examiner	✓ Residential Fire Sprinkler Inspector/Plans
✓ Certified Electrical Code Official	✓ Commercial Electrical Inspector	✓ Green Building Residential Examiner	✓ Residential Mechanical Inspector
✓ Certified Fire Code Official Inspector	✓ Commercial Energy Inspector	✓ ICC/AACE Property Maintenance and Housing	✓ Residential Plans Examiner
✓ Certified Fire Marshal	✓ Commercial Energy Plans Examiner	✓ ICC/AACE Zoning Inspector	✓ Residential Plumbing Inspector
✓ Certified Housing Code Official	✓ Commercial Mechanical Inspector	✓ Master Code Professional	✓ Spray-applied Fireproofing Special Inspector
✓ Certified Mechanical Code Official	✓ Commercial Mechanical Inspector Examiner	✓ Mechanical Inspector UMC	
✓ Certified Plumbing Code Official	✓ Commercial Plumbing Inspector	✓ Mechanical Plans Examiner	
✓ Coastal and Floodplain Construction Inspector	✓ Disaster Response Inspector	✓ Plumbing Inspector UPC	
	✓ Electrical Inspector	✓ Plumbing Plans	

Coupled with our extensive ICC certifications, our group also holds the following licenses and certifications:

✓ Professional Engineer	✓ Electrical Engineer	✓ Engineer	✓ Journeyman Plumber
✓ Registered Architect	✓ Mechanical Engineer	✓ Professional Geologist	✓ Master Electrician
✓ Master Plumber	✓ Structural Engineer	✓ Asbestos and Mold Analyst Specialist	✓ Journeyman Electrician
✓ Master Electrician	✓ LEED AP	✓ Elevator Inspector	✓ Registered Sanitarian
✓ Certified Floodplain Manager	✓ Fire Protection Engineer	✓ Master Plumber	
	✓ Environmental		

B. QUALIFICATIONS

“

WHAT THEY'RE SAYING

Thank you as always for providing such a thorough review to fit with our increasingly tight project schedules. We appreciate the hard work BV puts into every project, especially when our teams push to get everything done in an expedited manner.

*Amanda Scheidlinger, AIA, DBIA, LEED AP BD+C,
SAN DIEGO STATE UNIVERSITY*

”



WHY CHOOSE BUREAU VERITAS?

Knowledge and Expertise

Certified by the International Code Council and licensed by applicable state agencies, BV plans examiners and engineers are proficient in the application of design and testing standards and have participated in the development of design standards on many different levels.

BV inspection staff is also certified by the International Code Council and many are multi-disciplined. Having a multi-disciplined inspector ensures consistent inspections by the same inspector for all trades. Multi-disciplined inspectors also provide the construction teams with a single point of contact throughout the duration of the project.

Reputation

BV has become the leader in construction code compliance services throughout the United States. The growth of BV's construction code compliance division is the result of repeat clients and client referrals.

Regional and Local Expertise

BV provides depth of resources to maximize flexibility and deliver quality services with personal attention.

“

WHAT THEY'RE SAYING

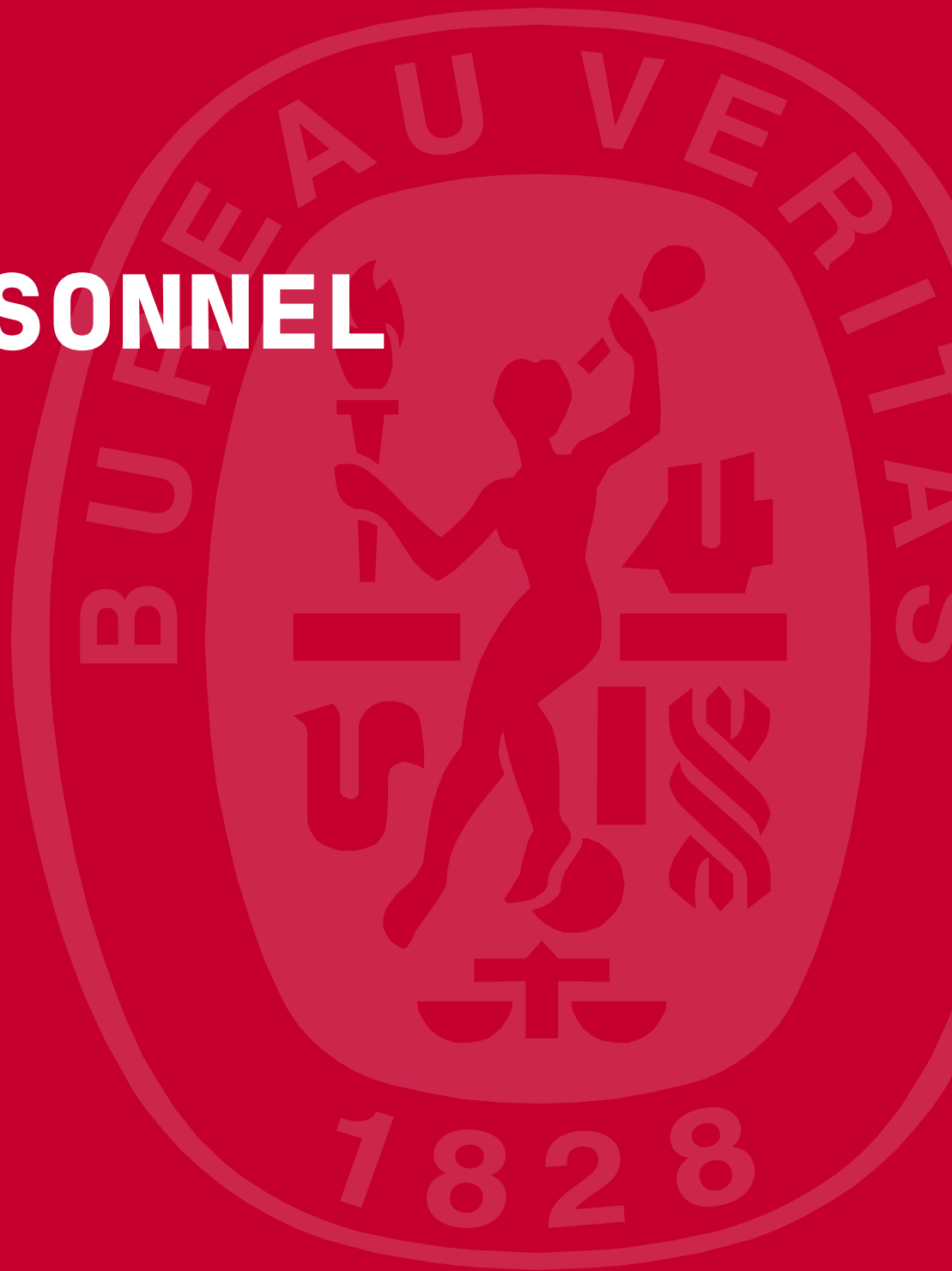
BV really came through. They expedited the review in order to allow us to get this out to OSFM today.

Richard E. King, AIA, LEED AP BD+C

”

BUREAU VERITAS 220 Technology Drive, Suite 100, Irvine, CA 92618
714.431.4100 | www.bvna.com

C. PERSONNEL



BUREAU

VERITAS

C. PERSONNEL

PROJECT TEAM ORGANIZATIONAL CHART

The following organizational chart consists of BV's proposed team for the City of Fontana. BV has a robust in-house team of professionals to fulfill all the requested services for the City. **Trang Huynh, P.E., Regional Manager/Project Manager** and **Armil Allahyarian, M.S., Business Unit Operations Manager**, will serve as your day-to-day contacts. Resumes of key team members highlighted in red below can be found in the Appendix. BV takes pride in our team's ability to work collaboratively with other members of a multi-disciplinary team in a complex and dynamic working environment.



LEADERSHIP TEAM

Craig Baptista, M.B.A.
Vice President, Facilities - West Region / Contract Liaison

Trang Huynh, P.E., C.B.O.
Regional Manager/Project Manager

Armil Allahyarian, M.S.
Business Unit
Operations Manager

Anthony Azpeitia
Business Development
Manager/Client Liaison

PROJECT TEAM

PLAN REVIEW ENGINEERS	SENIOR PLAN EXAMINERS	CERTIFIED ACCESS SPECIALISTS
Trang Huynh, P.E., C.B.O. Robert Chang, P.E., C.B.O. Henry Hadidi, S.E., Ph.D. Brian Lee, A.I.A., CASp Sunai Kim, S.E., Ph.D. Michael Hill, S.E. Syed Aleem, P.E. Ali Soheili, P.E. (Mechanical) Amir Amiri, P.E. (Mechanical) Steve Hooper, P.E. (Electrical) Saman Parsi, P.E. (Electrical) Richard Henrikson, P.E. (Plumbing)	Armil Allahyarian, M.S. Matthew Torosian, M.S. Joe Medina, M.S.	Tim Tran, CASp Brian Lee, A.I.A., CASp Rick Mauldin, CASp
	PLAN EXAMINERS	FIRE AND LIFE SAFETY
	Dwayne Butz Martin Pasamba Jecsan Perez	Lisa M. Beaver, P.E., CFM, CBO Jeff Hartsuyker Andrew Reiwitch Dennis Moss
	BUILDING INSPECTORS	
	Luis Mota Kirk Zimmerman Michael Weiner	Dwayne Butz Francisco Villalva Louis Vaith

C. PERSONNEL

KEY PERSONNEL QUALIFICATIONS SUMMARY

Below is a brief summary of key personnel qualifications and the types of reviews or inspections to be performed. **Full resumes appear in the Appendix.**

Team Member Experience Summary		
Name	Qualifications	Type of Review or Inspection to Be Performed
Craig Baptista, M.B.A. Principal-in-Charge / Contract Liaison	M.B.A.; B.S., Business Management; Six Sigma Green Belt Certified; OSHA 30; United States Navy: Honorable Discharge; 20+ years experience	Contract
Anthony Azpeitia Business Dev & QA/QC	CSI; Construction Specification Institute trained with project delivery methods for the construction industry; 12+ years experience	QA/QC
Trang Huynh, P.E., C.B.O. Regional Manager / Project Manager / Plan Review Engineer	MBA; B.S., Civil Engineering; Certificate of Completion - Leadership for Senior Executives; Registered Professional Engineer: CA, #C36627; ICC Certified: Building Official; California Certified Green Building Professional; California Licensed Real Estate Professional; 41+years experience	Structural, building life safety, plumbing, mechanical, electrical, green buildings
Henry Hadidi, S.E. Sr. Plan Review Engineer	Ph.D. Structural Engineering; M.S., Structural Engineering; B.S., Civil Engineering; Registered Professional Engineer: CA, #S4078; CA, #C49136; ICC Certified: Building Plans Examiner; 30+ years experience	Structural
Robert Chang, P.E., C.B.O. Plan Review Engineer	M.S., Civil Engineering; Registered Civil Engineer License: #32884, CA; Certified Plans Examiner: I.C.B.O., #15237; Certified Building Official: C.A.B.O., #3029; American Society of Civil Engineer:A.S.C.E., #244676; 40+ years experience	Building structural, building life safety, plumbing, mechanical, electrical, green buildings
Armil Allahyarian, M.S. Business Unit Operations Manager / Senior Plans Examiner	B.S., Civil Engineering; M.S., Civil Engineering; CA Engineer in Training; ICC Certified: Building Plans Examiner; 5+ years experience	Building structural, building life safety, plumbing, mechanical, electrical, green buildings
Brian Lee, AIA, C.B.O., CASp Architect/Plans Examiner	B.S., Urban & Regional Planning; A.A., Liberal Arts; Architects Board Registered Architect: CA, # 32739; DSA Certified Access Specialist #182; ICC Certified #0343130: Certified Building Official; Certified Building Plans Examiner; Certified Building Inspector (California Building Code and International Building Code); Certified Access Plans Examiner and Inspector; Certified Special Inspector, Structural Masonry; 37+ years experience	Architectural, building structural, building life safety, plumbing, mechanical, electrical, green buildings
Matthew Torosian, M.S. Senior Plans Examiner	M.S., Civil Engineering; B.S. Civil Engineering; ICC Certified: Building Plans Examiner; Commercial Energy Plans Examiner; CAL OES SAP; Engineer-in-Training #171331; 2+ years experience	Building structural, building life safety, plumbing, mechanical, electrical, green buildings

C. PERSONNEL

Team Member Experience Summary		
Joe Medina, M.S. Senior Plans Examiner	M.S. Structural Engineer; B.S. Civil Engineer; Certified Engineer in Training, CA #EIT-172115; ICC Certified #9264369: Building Plans Examiner; Cal OES Safety Assessment Program, Building Inspector #91913; 5+ years experience	Building structural, building life safety, plumbing, mechanical, electrical, green buildings
Dwayne Butz Plans Examiner & Inspector	B.A., Architecture; B.F.A., Interior Planning/Design; NAHB Certificate; IRM Certificate ICC Certified: Residential Plans Examiner; Residential Combination Inspector; Residential Building Inspector; Mechanical Inspector; Residential Electrical Inspector; Residential Plumbing Inspector; Lean Six Sigma Black Belt; 25+ years experience	Building structural, building life safety, plumbing, mechanical, electrical, green buildings
Martin Pasamba Plans Examiner	B.S. Civil Engineer; ICC Certified: Building Plans Examiner; 7+ years experience	Building structural, building life safety, plumbing, mechanical, electrical, green buildings
Jecsan Perez Plans Examiner	B.S. Civil Engineering; ICC Certified: Building Plans Examiner; Engineer-in-Training; 4+ years	Building structural, building life safety, plumbing, mechanical, electrical, green buildings
Tim Tran, CASp CASp Review & Inspection	B.S. Civil Engineering; ICC Master Code Professional #5104603; ICC Certified Building Official #5104603; Certified CASp #743; 15+ years	Accessibility
Luis Mota Inspector	ICC Certified Residential Building Inspector; 35+ years experience	Building structural, building life safety, plumbing, mechanical, electrical, green buildings
Michael Wiener Inspector	A.S., Construction Management; Journeyman's Certificate; ICC Certified: Residential Building Inspector; Residential Electrical Inspector; Residential Mechanical Inspector; Residential Plumbing Inspector; Commercial Building Inspector; ICBO Certified: UBC Building Inspector; 22+ years experience	Building structural, building life safety, plumbing, mechanical, electrical, green buildings

D. REFERENCE



B U R E A

V E R I T A

D. REFERENCE

CONTRACTS SIMILAR IN SCOPE

Below are highlights of our experience in serving California jurisdictions with similar services with the delivery of building plan review and other building and safety services on other projects. Our team has a deep breadth of experience with all applicable industry standards and any relevant federal, state, or local requirements.

BUILDING PLAN REVIEW, PERMIT PROCESSING & INSPECTIONS SERVICES

City of Corona

CONTACT: CHRIS MILOSEVIC, BUILDING OFFICIAL

ADDRESS: 400 S VICENTIA AVE, CORONA, CA 92882

EMAIL: CHRISM@DISCOVERCORONA.COM

TELEPHONE: 951.736.2250

DATES OF SERVICE: 2010 – PRESENT



BV is currently providing building plan check, building inspection, and counter technician services for residential and commercial properties. The firm also provides on-site extension of staff as necessary, including a registered civil engineer to assist with an immediate need for building plan check. BV assists the City in providing plan review services for small residential solar energy projects. The firm's team utilizes BVnet to take in projects electronically. Plans are then reviewed within 24 hours and comments are returned to the applicants. This system assists the City in meeting the requirements of AB 2188 for fast turnaround of these small solar energy projects.

ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER TECHNICIAN & GEOTECHNICAL SERVICES

County of Riverside

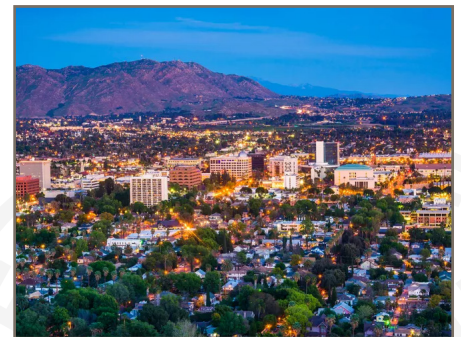
CONTACT: JORGE CABALLERO, PE, CBO, CFM

ADDRESS: 4080 LEMON ST, RIVERSIDE, CA 92501

EMAIL: JCABALLE@RIVCO.ORG

TELEPHONE: 951.955.3918

DATES OF SERVICE: 2019 – PRESENT



Bureau Veritas was selected to provide for Riverside County on-call plan review, building inspections, counter technician and geotechnical services. Projects include single family residential, multi family residential, commercial tenant improvements, new commercial, additions, and others.

D. REFERENCE

BUILDING PLAN CHECK, INSPECTION & PERMITTING

City of Monrovia

CONTACT: GREG BOYAJIAN, BUILDING & SAFETY MANAGER

ADDRESS: 415 S IVY AVE, MONROVIA, CA 91016

EMAIL: GBOYAJIAN@CI.MONROVIA.CA.US

TELEPHONE: 626.932.5532

DATES OF SERVICE: 2020 – PRESENT



BV was selected BV has provided on-call plan review, inspection, and consulting services to the City of Monrovia since late 2020. BV reviews plans calculations, reports and specifications for compliance with the most recently adopted Federal, State, and City codes and ordinances. The firm also performs building, combination, and other trade inspections on an as needed, assigned or regular basis on residential, commercial industrial, and large Multifamily/ Mixed use projects, and performs permit counter work as needed to enforce compliance with the conditions of approval, provisions of the City's Building laws and the code requirements set forth on the approved plans for which the City issued a permit. Inspectors and permit technicians are available within 24 hours notice.

BUILDING PLAN REVIEW, PERMITTING & INSPECTION

County of San Bernardino

CONTACT: GREG GRIFFITH, PE, LEED AP, SUPERVISING ENGINEER

ADDRESS: 385 N. ARROWHEAD AVE., SAN BERNARDINO, CA 92415

EMAIL: GREG.GRIFFITH@SBCOUNTY.GOV

TELEPHONE: 909.387.8311

DATES OF SERVICE: 2006 – PRESENT



BV was selected to provide building plan review, building inspection, and permitting services for residential and commercial properties. BV was selected to be responsible for the enforcement of Building Standards adopted by the County and the State of California. BV is to be utilized on an as-needed basis to support BNS staff in maintaining consistent and uninterrupted services during times of high workloads and staff turnovers.

E. AUTHORIZATION



B U R E A U

V E R I T A

E. AUTHORIZATION

AUTHORIZATION

This proposal has been signed by an official authorized to bind the firm to the contract if selected, Craig Baptista, Vice President, West - Plan Review and Inspection. This proposal is valid for ninety (90) days.

F. INSURANCE



BUREAU

VERITAS

F. INSURANCE

INSURANCE

Any required insurance certificates will be provided prior to contract execution. Bureau Veritas North America, Inc. has read the City of Fontana indemnification and insurance requirements and shall meet these requirements upon selection.

G. PROFESSIONAL FEE



B U R E A U

V E R I T A S

G. PROFESSIONAL FEE

PROFESSIONAL FEE - CITY OF FONTANA - PLAN REVIEW AND INSPECTION SERVICES

BV proposes the following compensation schedule. BVs' pricing reflects our commitment to the success of the City of Fontana by helping the City maintain significant quality and cost saving benefits.

- ✓ Highly qualified and licensed staff and confidence of working with a well-established consultant
- ✓ Confidence of working with a well-established consultant in business for 195 years
- ✓ Reduced plan review turnaround times
- ✓ Commitment to maintaining a proposed rate structure for the life of the initial contract period

PLAN REVIEW PERCENTAGE OF FEES BASED ON CITY COLLECTED FEES	
65% of City Collected Fees	
HOURLY RATES	
Staff Classification	Hourly Rate
Project Manager	\$165.00
Sr. Civil Engineer	\$180.00
Sr. Plan Review Engineer / Structural Engineer / Fire Protection Engineer / Civil Engineer	\$160.00
Plan Review Engineer / Sr. ICC Certified Plans Examiner / CASp Plan Review	\$135.00
ICC Certified Plans Examiner	\$125.00
Fire Plans Examiner	\$135.00
CASp Inspections	\$155.00
Senior Building Inspector	\$110.00 - \$125.00
Building Inspector	\$95.00 - \$105.00
Code Enforcement Officer	\$110.00 - \$125.00
Permit Technician	\$65.00-\$80.00
Administrative / Clerical Support	\$55.00-\$65.00
SOLAR PROGRAM FEES	
Solar Plan Review	\$175.00 for Initial Review \$75.00 for Each Subsequent Review

- Plan Review Percentage Fees includes initial review and 2 resubmittals; hourly thereafter
- \$250 minimum plan review fee
- Fast track / Expedited plan reviews shall be an additional 1.5 times the fees shown above.
- Overtime (OT) will be charged at 1.25 times the standard hourly rate; hours worked on a designated holiday will be charged at the appropriate OT rate. No overtime will be charged without approval.
- Rates and cost estimates shown above exclude per diem, prevailing wage and union rates. Should these be applicable, BV will discuss and negotiate fees to account for increased personnel costs.
- Hourly Rates subject to annual adjustment in accordance with CPI.
- Mileage for employee-owned vehicles used in connection with the work will be at the current IRS rate.
- Plan review will be invoiced after initial review is completed. Hourly services will be invoiced monthly.
- Onsite staff augmentation - Minimum 4 hours per day per staff classification
- Fee schedule is valid for one (1) year from the effective date of the contract.

APPENDIX: RESUMES



B U R E A U

V E R I T A

APPENDIX: RESUMES

Craig Baptista Vice President, Facilities - West Region / Contract Liaison

EDUCATION

M.B.A.
B.S., Business Management

REGISTRATIONS/ CERTIFICATIONS

Six Sigma Green Belt Certified
OSHA 30
United States Navy: Honorable
Discharge

TOTAL YEARS OF EXPERIENCE

20+

Prior to joining Bureau Veritas, Craig served as Director of Operations and is a business professional experienced in leading multiple branch offices in various states. Craig has over 20 years of experience in the construction industry. He is results-oriented and has exceptional experience building and managing successful programs and relationships. He is a skilled communicator capable of articulating complex ideas in a concise and persuasive manner. Craig has proven experience as a facilitator of solutions for client problems and is a strategic thinker with the ability to translate vision into tactics. He is self-motivated, passionate and resourceful. Craig has expertise identifying client needs and is able to execute problems quickly by utilizing his professional business management skills. He is equally effective working independently or collaborating with others.

SELECT PROJECT EXPERIENCE

Craig has managed various projects as Director of Operations and successfully reduced operating expenses by 18% through implementation of a preventative maintenance program and establishment of a baseline repair cost matrix. He provided leadership, mentoring, direction and training for a 35 member Operations team that included Branch Managers, Project Managers, and other staff. He developed annual business plans, market strategies, operations and sales goals which resulted in year over year growth. Craig has worked on various significant projects, including, but not limited to:

- Apple Campus II in Cupertino, CA
- Cal Trans - Bay Bridge Project in Oakland, CA
- Tesla Gigafactory in Sparks, NV
- Souza Construction - Lemoore Naval Air Station Project in Fresno, CA
- Advance Range Solution - Fort Hunter Liggett in Jolon, CA
- Hensel Phelps - Mule Creek Prison in Lone, CA

Vice President, Facilities - West Region Bureau Veritas North America, Inc. 2015 - Present

Serves as Vice President for the West Coast code compliance division. Manages over 50 employees throughout California, Arizona, Nevada, Washington, and Utah. Oversees plan review and inspection activities to ensure BVNA has ample resources to meet turnaround times and provide quick response to inspection requests. Works directly with plan review team to gain efficiencies in turnaround times. Effectively reduced the number of reviews by promoting direct contact with designers and municipalities to remedy code deficiencies during the first and second reviews, allowing our team to approve projects during the second submittal phase.

APPENDIX: RESUMES

Trang Q. Huynh, P.E., C.B.O. Regional Manager / Project Manager

EDUCATION

Master of Business Administration

B.S., Civil Engineering

Certificate of Completion -
Leadership for Senior Executives

REGISTRATIONS/CERTIFICATIONS

Registered Professional Engineer:

CA, #C36627

ICC Certified: Building Official

California Certified Green
Building Professional

California Licensed Real
Estate Professional

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

American Society of Civil
Engineers (ASME)

California Building Officials (CALBO)

Former Vice-Chair and member of the
City of Highland Planning Commission

Past President of the Board
of Directors of the Central
Business Center in Upland

Past President of the
Foothill Chapter of ICC

TOTAL YEARS OF EXPERIENCE

41+

Trang is a licensed professional engineer and ICC certified building official with over 41 years of experience working in public and private services as executive director and plan review engineer. He has implemented excellent public service programs and gained exceptional understanding of the building and safety division, community and economic development, public relations, redevelopment, financial and budget management, employee and organizational developments, and state and local officials. As a professor for Cambridge College in Southern California he has taught graduate and undergraduate classes in business, finance, and management. Trang has outstanding public relations, management, and problem solving skills with a proven record of strong and positive working relationships with local and state elected officials, inter-governmental agencies, business organizations, development community, labor groups, community groups, and residents. He was awarded the "Civil Engineer of the Year" award by the ASCE Chapter of San Bernardino and Riverside in 2011. He was also a recipient of the "Good Government Award" from the BIA Inland Empire Chapter in 2015. Finally, Trang has an excellent understanding of cultural diversity and knows how municipality services can be provided efficiently with an objective from "Good to Great".

SELECT PROJECT EXPERIENCE

Regional Manager of Southern California

Bureau Veritas North America, Inc.

2017 - Present

Directs the BV Building & Safety and Civil Engineering operations for the Southern California region, serving as the supervising building official and plan check engineer for multiple Southern California municipalities. Responsibilities include building official duties, special project management, contracts of permits, plan check, and inspection services for 24 jurisdictions.

Building and Safety Services Director

City of Rancho Cucamonga

2002 - 2017

As one of the executive team members of the City to directed and coordinated the work of the Community Development team. Managed all activities and operations of building and fire plan checks, permits, building and fire inspections, grading, community improvement, code enforcement, citizen volunteers for an affluent community of 175,000 people.

Additional Experience

- Adjunct Professor - Cambridge College, Southern California (2011 - Present)
- Chief Building Official - City of San Clemente (1988 - 2002)
- Chief Building Official - City of Manhattan Beach (1986 - 1988)
- Guest Speaker and Lecturer - Orange Empire Training Academy (1990-2002)
- Senior Structural Engineer - City and County of San Diego (1980 - 1986)

SELECT SPECIAL ACHIEVEMENTS / ACCOMPLISHMENTS

- Award winner of the Good Government Award in 2015 - Rancho Cucamonga
- Recipient of the award Turning Red Tape into Red Carpet in 2014 - (IEEP)

APPENDIX: RESUMES

Armil Allahyarian, M.S. Business Unit Operations Manager / Senior Plans Examiner

EDUCATION

B.S., Civil Engineering
M.S., Civil Engineering

REGISTRATIONS/CERTIFICATIONS

CA Engineer in Training
ICC Certified: Building Plans Examiner

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)
Structural Engineers Association of Southern California (SEAOSC)
International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

5+

Armil has more than 5 years of experience as a plan check engineer, ranging from new residential homes, including additions and remodels, and commercial buildings, including tenant improvements and alterations. He is proficient in examining and checking building plans for compliance with applicable California Building Codes and other ancillary codes such as the California Plumbing Code, California Mechanical Code, California Electric Code and State disabled access related codes. Armil possesses the knowledge, skills and ability to read and interpret building plans, blueprints and specifications, interpret and apply related codes, ordinances and laws, and establish and maintain effective working relationships with architects, engineers, contractors, builders and owners, the public and other employees.

SELECT PROJECT EXPERIENCE

Business Unit Manager / Senior Plans Examiner Bureau Veritas North America, Inc.

2017 - Present

Performs plan review of fire, life, and safety components, as well as mechanical, electrical and plumbing review of residential and commercial projects with a high proficiency in local, state and federal codes. Instrumental in launching the City of Santa Rosa Fire Resilient Center to facilitate the rebuild process of over 3000 homes lost in the 2017 Tubbs-Adobe fire. In charge of quality assurance with regard to general plan review, public relations, and structural reviews, as well as managing day-to-day tasks in the office including: workflow organization, plan distribution, and over the counter plan review.

Plan Reviewer City of Los Angeles, CA

2016

Fabrication projects at C. Erwin Piper Technical Center for both L.A. Police Department and L.A. Fire Department. Reviewed and applied safety codes and regulations for the proper construction of a Screen Room used to test police radio frequencies as part of an internship program.

APPENDIX: RESUMES

Anthony Azpeitia

Business Development Manager / Client Liaison

EDUCATION

CSI; Construction Specification
Institute trained with project
delivery methods for the
construction industry.
Attendee to Franklin Covey
seminars

TOTAL YEARS OF EXPERIENCE

12+

Highly successful, multifaceted, and motivated professional, with solid sales experience within the (AEC) architecture, engineering, construction industries. Equipped with proven adeptness in account development and client satisfaction.

Expert consulting with architects and builders on technical subjects related to IBC–International Building Code. 7+ years of history in the (AEC) Architectural, Engineering and Construction industries. Experienced researching ASTM testing standards and using standards to market product capability. Proficient consulting on codes and standards for CA Title 24; energy and efficiency and NFPA fire prevention. 5+ years' sales experience designing and manufacturing technical building components and structural safety systems. Possess understanding of structural engineering, manufacturing, and material performance characteristics. Experienced working with engineers, drafters, and production members to manufacture structural components.

SELECT PROJECT EXPERIENCE:

Business Development Manager/Client Liaison

Bureau Veritas North America, Inc.

2022 - Present

Responsible for client satisfaction and provides support to business unit managers throughout the region.

Business Development Manager

Viva Railings - Lewisville, TX

March 2021 - July 2022

Performed demand creation strategies to create sales growth for a large territory. Focused on growing sales from existing account base and developed new clients while supervising the sales performance of a territory.

- Performed marketing and training session to architects, engineers, and GC builders.
- Achieved 60% sales growth in sales territory within 1 year of position.
- Improved 2021 sales revenue by 73% resulting in (M) million dollar sales revenue.

Territory Manager / Account Manager

EMS - Claremont, CA

May 2018 - March 2021

Supervised account base and developed new clients while supervising the sales performance of a territory. Managed sales and focused on marketing to create demand for EMS services by diligently approaching new clients.

Territory Manager

Trespa - New York, NY

2014 – December 31st 2017

Marketed and assisted architects and contractors on designing building envelope systems - ventilated façade systems and waterproofing methods to use Trespa facade building systems. Responsible for selling and managing a large sales territory.

Business Development Manager

CR Laurence - Vernon, CA

2011 – 2014

APPENDIX: RESUMES

Robert Chang, P.E., C.B.O. Plan Review Engineer

EDUCATION

M.S., Civil Engineering

REGISTRATIONS/CERTIFICATIONS

Registered Civil Engineer
License: #32884, CA

Certified Plans Examiner:
I.C.B.O., #15237:

Certified Building Official:
C.A.B.O., #3029

American Society of Civil
Engineer:A.S.C.E., #244676

PROFESSIONAL AFFILIATIONS

Orange Empire Chapter of
I.C.B.O. - Past President

American Society of Civil Engineer

Certified Building Official

TOTAL YEARS OF EXPERIENCE

40+

Robert has decades of experience as a registered engineer, certified plans examiner and building official. His broad range of responsibilities have included reviewing plan checks, coordinating projects between departments, preparing annual budgets, and resolving construction issues. Robert previously served as President of the Orange Empire Chapter of I.C.B.O.

SELECT PROJECT EXPERIENCE

Building Official / Senior Plan Check Engineer / Geotechnical Reviewer Bureau Veritas North America, Inc.

2017 - present

Plans, directs, and coordinates the activities between the Engineering, Planning and Building departments. Robert performed plan checks for hundreds of residential, multi-residential, and commercial projects to meet the requirements of building and fire codes. He also sets up systems, policies, and procedures. Robert oversees and reviews daily construction issues and prepares annual budget estimate including capital projects. Capital projects include seismic retrofit and new public and school buildings. He also supervises City and contract employees.

Chief Building Official

City of Placentia

1985 - 2017

Plans, directs, and coordinates the activities between the Engineering, Planning and Building departments. Robert performed plan checks for hundreds of residential, multi-residential, and commercial projects to meet the requirements of building and fire codes. He also sets up systems, policies, and procedures. Robert oversees and reviews daily construction issues and prepares annual budget estimate including capital projects. Capital projects include seismic retrofit and new public and school buildings. He also supervises City and contract employees.

Plan Check Engineer

City of Ontario

1984 - 1985

Worked as a plan check division supervisor, responsible for all residential, commercial, and industrial building projects to comply with different state, local and other code requirements. Supervise and coordinate capital projects such as building repairs and renovations, these projects are: fire stations, library and city hall expansions.

Project Engineer

Central Consulting Engineering Services

1982 - 1984

Worked as a project engineer for residential, commercial and industrial buildings. Robert's main responsibilities were design grading and building plans, site-surveying, drainage and soil analysis, specifications' writing, on-site inspections, resolving daily construction problems, design and drafting group supervision, project computer programs writing, structural design and calculation analysis for different building design projects.

APPENDIX: RESUMES

Hassan (Henry) Hadidi, Ph.D., S.E. Senior Plan Review Engineer

EDUCATION

Ph.D. Structural Engineering

M.S., Structural Engineering

B.S., Civil Engineering

REGISTRATIONS/CERTIFICATIONS

Registered Professional Engineer: CA,
#S4078
CA, #C49136

ICC Certified: Building Plans Examiner

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

33+

Henry is a results-oriented structural engineer with 33+ years of experience in plan review and design. He has extensive knowledge of current building codes including IBC, IRC, ACI 318, ACI 530, AISC 341, AISC 358, AISC 360, AISI, ASCE 31-03, ASCE 41-13, ASCE 5, ASCE 7, and NDS. He has strong verbal and written communication skills in meetings and communicating with clients to answer questions regarding the generated plan review comments. He is a self-starter with a strong ability to lead or work within a team and has demonstrated organizational and problem-solving skills. Recent experience includes several pedestrian walk bridges for the University of California, Los Angeles and also for the City of Roseville.

SELECT PROJECT EXPERIENCE

Senior Structural Engineer

Bureau Veritas North America, Inc.

2017 - Present

Plan review of residential and commercial projects of all sizes and complexities throughout California.

Plan Review

JW Marriott Hotel

2015 - Present

Plan review for a new 12-story, four-diamond luxury hotel with two levels of subterranean parking. The hotel will have 466 guest rooms as well as meeting space for groups.

Structural Plan Review

Cahuilla Casino & Hotel Project

2018 - Present

Plan review for the Cahuilla Band of Indians new casino and hotel property which will replace the original casino facility. The project is 14,920 SF, mixed occupancy, A2 and B, construction type II-B, including a 31,997 SF hotel and 34,121 SF casino.

Additional Experience

- Senior Structural Engineer - Private Sector (Irvine, California) (2015 - 2017)
- Senior Project Engineer - Private Sector (Orange, California) (2014 - 2015)
- Senior Structural Engineer - Private Sector (Pittsburg, Pennsylvania) (2013 - 2015)
- Senior Project Engineer - Private Sector (Orange, California) (2011 - 2012)
- Senior Structural Engineer - Private Sector (Irvine, California) (2004 - 2011)
- Consultant - Private Sector (San Clemente, California) (2002 - 2003)
- Senior Engineer - Private Sector (Irvine, California) (2001 - 2002)
- Consultant - Private Sector (San Clemente, California) (1999 - 2001)
- Senior Structural Engineer - Private Sector (Los Angeles, California) (1998 - 1999)
- Principal Structural Engineer - Private Sector (Irvine, California) (1991 - 1998)
- Senior Structural Engineer - Private Sector (Mission Viejo, California) (1988 - 1991)
- Senior Structural Engineer - Private Sector (Mountain View, California) (1986 - 1988)

APPENDIX: RESUMES

Brian H. Lee, AIA, C.B.O., CASp Architect / Plans Examiner / Building Official

EDUCATION

Business Administration - Post
Graduate Studies
B.S., Urban & Regional Planning
A.A., Liberal Arts

REGISTRATIONS/ CERTIFICATIONS

Architects Board Registered
Architect: CA, # 32739
DSA Certified Access
Specialist #182

ICC Certified #0343130:
Certified Building Official
Certified Building Plans Examiner
Certified Building Inspector
(California Building Code and
International Building Code)
Certified Access Plans Examiner
and Inspector
Certified Special Inspector,
Structural Masonry

PROFESSIONAL AFFILIATIONS

American Institute of Architects
(AIA)
American Planning Association
(APA)
California Association of Building
Officials (CALBO)
Division of State Architect (DSA)
International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

37+

Brian is a Registered Architect with more than 37 years of experience in the field. He has been involved with the design and development of civic, governmental and educational facilities, Class A medical and professional office facilities, specialty retail and the custom-luxury housing market throughout California. He has had extensive experience with civic facilities for cities, counties, and the state. Brian has most recently acted as the disabled access specialist for three new/remodeled prison facilities for the State of California Department of Corrections and Rehabilitation and in 2014 was the only individual in the state to certify a State prison. Brian has been responsible for all aspects of the development process from concept to completion. His activities have included project proforma development, project budgeting, contract administration from design and environmental engineering professionals to major general construction firms to sub-contractors, plan preparation, entitlement and permit processing, bidding and negotiation, construction quality control, project commissioning and lease management on the private sector side and planning, building plan review and inspection on public sector side.

SELECT PROJECT EXPERIENCE:

Building Official/Plans Examiner

Bureau Veritas

2017 - Present

Provided contract services to AHJ's for Building Official and Plan Examiner services. Services have included managing BV's Las Vegas, NV Office. Providing services as the Chief Building Official / Chief Fire Official for the County of Lake, CA. Provided plans examining services for the City and County of Honolulu, HI and provided services to the U.S. Department of Defense with accessibility plans examining.

Principal / Architect

Brian H. Lee, Architect

1986 - Present

Provided third-party code compliance reviews as well as providing accessibility training and preparation of evaluations and transition plans for ADA title II agencies including Caltrans, California Department of Corrections (3 major prison sites) and a variety of other City and County agencies as well as private, title III organizations. Acted as sole proprietor with complete business management and supervisory responsibilities. Projects include:

- Land Planning Design 50-acre Resort Area Conference Center
- Exclusive Specialty Retail Space Planning - Lake Arrowhead Village
- Professional and Medical Office Space Planning (250,000 sq. ft.)
- Custom Luxury Housing Design (50 Homes - 3,000 to 12,000 sq. ft.)

Program & Operations Manager - Plan Review

City of Richmond, VA

2020 - 2021

APPENDIX: RESUMES

Matthew Torosian, M.S., E.I.T. Senior Plans Examiner

EDUCATION

M.S., Civil Engineering
B.S. Civil Engineering

Matthew has more than two years of experience as a building plans examiner providing plan review services on residential and commercial projects of various sizes and complexities, and is an Engineer-in-Training. He is a team player committed to the success of our clients, working diligently to provide quality plan checking strategies that result in reduced costs for applicants. Matthew possesses excellent communication skills and is fluent in both English and Armenian.

LICENSES/CERTIFICATIONS

ICC Certified:
Building Plans Examiner
Commercial Energy Plans
Examiner
CAL OES SAP
Engineer-in-Training #171331

SELECT PROJECT EXPERIENCE:

Building Plans Examiner
Bureau Veritas North America, Inc.
2021 - Present

Reviews residential and commercial projects for multiple jurisdictions, including photovoltaic, multi-dwelling structures and single-family dwelling units. Matthew collaborates with design professionals to accurately enforce code compliance on plans to ensure safety, quality of life, and sustainability, successfully complete 90% of all plan checks before the deadline. He is skilled in Bluebeam and Microsoft Office and has proficiency in the following codes:

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
SEAOSC
CALBO

- CBC
- CRC
- CEnC
- CPC
- CEC
- CMC
- CGBSC
- ASCE 7
- AISC 15
- ACI 318
- NDS Wood Construction

TOTAL YEARS OF EXPERIENCE

2+

APPENDIX: RESUMES

Joe Medina, M.S., E.I.T. Senior Plans Examiner

EDUCATION

M.S. Structural Engineer
B.S. Civil Engineer

LICENSES/CERTIFICATIONS

Certified Engineer in Training,
CA #EIT-172115

ICC Certified #9264369:
Building Plans Examiner

Cal OES Safety Assessment
Program, Building Inspector
#91913

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers (ASCE)

Structural Engineers Association
of Southern California (SEAOSC)

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

5+

Joe is a plans examiner with strong technical capabilities and leadership skills helping to ensure that review of plans and specifications for the construction, alteration and repair of commercial, residential, and industrial buildings and structures meet the requirements of applicable building, mechanical, plumbing, fire, and electrical codes for clients. Joe has a profound knowledge of methods, materials and practices of construction. He is an upcoming graduate with a Master's Degree in Structural Engineering. He is also an International Code Council Certified Building Plans Examiner. He has the necessary knowledge, skills and ability to read and interpret site plans, building plans, specifications, calculations and codes to determine compliance with appropriate codes and ordinances, analyze difficult construction code situations and to comprehensively examine plans and specifications and discuss. He possesses strong judgment, is able to communicate clearly both orally and in writing and excellent human relations skills.

SELECT PROJECT EXPERIENCE:

Plans Examiner

Bureau Veritas North America, Inc.

2018 - Present

Performs a variety of advanced technical, administrative, and supervisory work in directing engineering activities related to plan review for numerous municipal clients throughout the Southern California. Reviews residential, commercial, industrial and public works project plans, reports and other development and design related documents for compliance with all applicable building, mechanical, plumbing, fire, and electrical codes, and other local, state, and federal codes and guidelines. Interacts with designers, contractors and owners to review proposed projects, answered question. Provides interpretations of the codes and established policies and procedures. Researches code and product standards to determine compliance with adopted codes. Select clients include:

- City of Malibu
- County of Los Angeles
- City of Glendale
- City of Torrance (on-site)

Internship

City of Los Angeles, CA

2017

Internship with City of Los Angeles involved participating on several fabrication projects at the C. Erwin Piper Technical Center for the Los Angeles City Department. Was in charge of fabrication and proper manufacturing of radio room for signal testing.

APPENDIX: RESUMES

Tim Tran, M.C.P., C.B.O., C.A.Sp. Certified Access Specialist

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATIONS

ICC Master Code Professional
#5104603

ICC Certified Building Official
#5104603

Certified CASp #743

PROFESSIONAL AFFILIATIONS

National Fire Protection
Association (NFPA)

International Association of
Plumbing and Mechanical
Officials (IAPMO)

American Society of Plumbing
Engineers (ASPE)

International Association of
Electrical Inspectors (IAEI)

TOTAL YEARS OF EXPERIENCE

15+

Tim has 15+ years of experience as a certified plans examiner and building official. His broad range of responsibilities have included plan review, coordination of projects between departments, preparing annual budgets, and resolving construction issues.

SELECT PROJECT EXPERIENCE:

Certified Access Specialist Bureau Veritas North America, Inc. 2020 - Present

In addition to the performance of Building Official tasks, Tim performs complex professional architectural, plumbing, mechanical, electrical, ADA and structural engineering work in the building plan review process. He provides technical assistance to building inspectors, as well as general information and assistance to engineers, contractors, architects, and property owners regarding plan applications. Tim also reviews alternate design and method applications and recommends approval or appropriate revisions to the building official.

Building Official City of San Bernardino 2020 - 2021

Administered programs and operations of the Building and Safety and Code Enforcement.

Building Official City of Monterrey Park 2015 - 2020

Administered the programs and operations of the Building and Safety Division.

Plans Examiner City of Santa Monica 2008 - 2015

Reviewed construction drawings for code compliance.

Plans Examiner City of Anaheim 2007 - 2008

Reviewed construction drawings for code compliance.

Senior Building Inspector City of Pasadena 2006 - 2007

Reviewed construction drawings for code compliance and conducted field inspection.

Building Inspector City of Monterrey Park 2002 - 2006

Conducted field inspection of new and altered buildings.

APPENDIX: RESUMES

Martin Pasamba Plans Examiner

EDUCATION

B.S. Civil Engineer

Martin has 7+ years of experience in the building safety industry, with software experience in Microsoft Office, Excel, Risa-2D, Blubeam and AutoCAD. His coursework included hydraulics, engineering statics, structural analysis, reinforced steel design, reinforced concrete design, engineering dynamics, and land surveying.

LICENSES/CERTIFICATIONS

ICC Certified:
Building Plans Examiner

SELECT PROJECT EXPERIENCE:

Building Plans Examiner

Bureau Veritas North America, Inc.

2019 - Present

Conducts various residential and commercial plan review of structures using the latest applicable California Residential, Building, Mechanical, Electrical, Plumbing, Energy or International Building code. Performs structural, geotechnical, grading, and building code analysis to review/ discern possible risks. Represents Bureau Veritas when communicating with architects, structural engineers and/ or building officials to discuss fire/ life safety inquiries to ensure planned safety and constructability. Complies with jurisdiction ordinance requirements for LA County, San Bernardino, San Dimas, Monrovia, Santa Rosa, and Malibu for plan submittals. Coordinated projects for Santa Rosa Tubbs Fire project rebuild. Coordinates plan review with plan check engineers and/ or City agencies. Participate in SEAOC, CALBO and CASp training seminars for continuation credit.

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
American Society of Civil
Engineers (ASCE)

TOTAL YEARS OF EXPERIENCE

7+

City Intern

Santa Clarita City Hall

2018 - 2019

Performed CIS and AutoCAD integration, site visibility analysis, signing and striping analysis, and flow of traffic observations/analysis.

Data Entry Clerk

Infinity Precision, Inc.

2016

Prepared data packages for government bids of aircraft arts. Also prepped data entries and information procurements and aircraft blueprint readings.

APPENDIX: RESUMES

Jecsan Perez

Building Plans Examiner

EDUCATION

B.S. Civil Engineer

Jecsan has more than 4 years of experience providing plan check services reviewing residential and commercial projects of various sizes and complexities. He has strong interpersonal skills and takes a proactive approach to problem solving, interfacing with owners, architects and contractors. Jecsan is bilingual in English and Spanish.

LICENSES/CERTIFICATIONS

ICC Certified:
Building Plans Examiner
Engineer-in-Training

SELECT PROJECT EXPERIENCE:

Building Plans Examiner
Bureau Veritas North America, Inc.
2021 - Present

Review residential and commercial projects for multiple jurisdictions, including photovoltaic, multi-dwelling structures and single-family dwelling units, utilizing Bluebeam.

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
National Council of Examiners for
Engineering and Surveying

M6 Consulting, Inc.
Plans Examiner
2019 - 2020

Examined plans for residential and commercial projects for the City of Calabasas. Utilized AutoCAD to draft architectural and structural details for residential design projects.

TOTAL YEARS OF EXPERIENCE

4+

APPENDIX: RESUMES

Dwayne Butz Plans Examiner / Building Inspector

EDUCATION

B.A., Architecture
B.F.A., Interior Planning/Design

REGISTRATIONS/ CERTIFICATIONS

NAHB Certificate
IRM Certificate

ICC Certifications:
Residential Plans Examiner
Residential Combination
Inspector
Residential Building Inspector
Mechanical Inspector
Residential Electrical Inspector
Residential Plumbing Inspector
Lean Six Sigma Black Belt

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
Institute of Risk Management
(IRM)
National Green Building
Standard Certification (NAHB)

TOTAL YEARS OF EXPERIENCE

25+

Dwayne has 25 years of design and inspection experience in the building industry. He has been responsible for multiple inspections, code updates, and designing for residential and commercial projects. He has managed training of colleagues and as a result is exceptionally knowledgeable in the building codes, municipal codes and building department operations. Dwayne is able to successfully communicate with customers and explain building code sections thoroughly.

SELECT PROJECT EXPERIENCE

Plans Examiner/Building Inspector Bureau Veritas North America, Inc.

2021 - Present

Perform plan reviews for residences and commercial buildings. Highly knowledgeable on building codes and regulations. Works effectively with applicants to explain code requirements. Creates corrections, outlining areas of improvement for plans and referencing the applicable building code sections and locally adopted regulations.

Associate

Marx/Okubo Associates

2020 - 2021

ICC Certified Inspector responsible for hundreds of residential renovation inspections within a military housing development consisting of 3 (three) different communities. Created system to provide a quick snapshot of project inspection status.

Designer

KB Home

2016 - 2020

Created hundreds of hand sketched Design Drawings for KB Home Arizona, California, Colorado, Florida, Nevada, North Carolina, Texas and/a Washington Divisions Pro-Actively addressed Design Guideline, Marketing, Purchasing, and Construction opportunities and constraints. Responsible for New Plan Series within KB Home Texas Divisions. Completed over 200 KB University online courses. Assisted with the creation of Colorado Division's popular Mid-Century Modern Starlight Collection

Project Manager

CJ Light Associates

2014 to 2016

Provided several clients with the personalized care needed to effectively translate their custom home wishes into reality within the Coastal Cities of Seal Beach, Newport Beach, Laguna Beach and Dana Point California. Identified and addressed possible conflicts prior to construction. Increased Junior Project Managers knowledge of construction and building code through one on one discussion. Reduced overall costs without sacrificing design intent.

APPENDIX: RESUMES

Michael Wiener Senior Building Inspector

EDUCATION

A.S., Construction Management

Journeyman's Certificate

LICENSES/CERTIFICATIONS

ICC Certified:

Residential Building Inspector

Residential Electrical Inspector

Residential Mechanical Inspector

Residential Plumbing Inspector

Commercial Building Inspector

ICBO Certified:

UBC Building Inspector

TOTAL YEARS OF EXPERIENCE

22+

Michael has 22+ years of experience in building inspection and plan review services. He is well versed in computer operating systems, including Microsoft Windows and computer programs including Primavera, Tidemark, Atlas, Microsoft Projects, Excel, Word and various others. His project experience expands throughout the Southern California region and the state of Arizona. Inspections including residential and commercial buildings.

SELECT PROJECT EXPERIENCE:

Senior Building Inspector

Bureau Veritas North America, Inc.

2022 - Present

Performs residential and commercial building inspections for a variety of projects, bringing a high-level knowledge and expertise as a senior inspector.

Plans Examiner / Building Inspector II

City of Maricopa, AZ

2019 - 2022

Performed combination inspections for both commercial and residential construction. Other duties include performing plan checks, working with citizens, developers, superintendents, engineers and architects to ensure compliance with building codes, planning and zoning ordinances and timely completion of project.

Building Inspections Supervisor

City of Irvine, CA

2015 - 2021

Supervised 15 full time employees for the New Residential and formally 6 full time employees for the Remodel Residential Inspection Teams. Assigned daily work tasks; manage daily inspection requests from developers. Assisted during emergency conditions and work with the City's Emergency Operations Center; performed emergency reviews, inspections and post buildings according to the State guidelines. Perform employee reviews, coordinated training and certifications for all inspectors, managed and trained all contract staff, review contracts from third party consultants for inspection staffing. Coordinated with Code Enforcement for all municipal code violations. Assessed future projects for planning staff, plan check staff, including permit fees, inspection sequence and phasing.

Contract and Senior Building Inspector

City of Irvine, CA

2013 - 2015

Performed daily inspections for the New Residential Team, including multi-story apartments, tract homes and high rise apartments. Inspected all building types including fire-rated apartments and affordable housing units. Spent 1 year as a contract inspector and 1 year as a Senior Inspector before being promoted to Inspections Supervisor.

APPENDIX: RESUMES

Luis Mota Building Inspector

LICENSES/CERTIFICATIONS

ICC Certified Residential
Building Inspector

TOTAL YEARS OF EXPERIENCE

35+

Luis is a seasoned construction professional with multiple areas of expertise. He has over 35 years of experience within the construction industry. Throughout his career he has exhibited his ability to handle multiple projects simultaneously and has a proven track record of excellent follow-through on assignments as well as a demonstrated commitment to successful project completion. Furthermore, he has the ability to acquire and apply knowledge rapidly and is an excellent communicator with the ability to effectively and professionally interface with clients and business associates. Luis is fluent in both English and Spanish.

SELECT PROJECT EXPERIENCE:

Building Inspector
Bureau Veritas North America, Inc.
2022 - Present

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements. Select clients and projects to which services have been delivered include:

- City of South El Monte
- City of La Mesa

Various Positions
All Pro Designs
1987 - Present

CONSTRUCTION PROJECT MANAGEMENT: Managing and hands on workmanship throughout all phases of construction projects. Estimated time and material costs. Maintained quality and cost control. Knowledge on all aspects of construction. Vast experience throughout the last 35 Years.

DEPUTY INSPECTOR: 4 Years of experience

PLANS DESIGNER: 18 Years of experience designing custom homes, room additions, and health department plans.

ADMINISTRATION: Oversaw expenditures and payroll. Developed and implemented policies and procedures. Ensured compliance with government regulations. Prepared all project documentation.

SUPERVISION/TRAINING: Supervised Foremen and Laborers. Hired and scheduled subcontractors. Trained and evaluated all team members.

KNOWLEDGE OF FOUNDATION RELATED PROJECTS: Rebar, stem walls, cement, slabs, curb and gutter, side walks and flat work. Installation of required anchor bolts.

APPENDIX: RESUMES

Kirk Zimmerman

Building Inspector

Kirk brings 17+ years of experience in the construction industry in a variety of capacities and is an ICC certified commercial building and residential building inspector. He has broad project and managerial experience and is adept at communication and problem solving.

EDUCATION

A.S., Power Plant Operations

LICENSES/CERTIFICATIONS

ICC Certified:
Residential Building Inspector
Commercial Building Inspector

OSHA 30 Construction Certified
HVAC/EPA Certification

TOTAL YEARS OF EXPERIENCE

17+

SELECT PROJECT EXPERIENCE:

Building Inspector

Bureau Veritas North America, Inc.

2022 - Present

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

QA/QC Inspector

Private Sector

2021 - 2022

- Technical audits of small business customers
- Verified salesperson's assessment of lighting and refrigeration measures.
- Performed replacement installations of lighting and refrigeration fan motors
- Trained subcontractors on motor installations
- Performed post-installation inspections with SCE representatives

Maintenance Manager

Tarzana Treatment Centers

2020

Assistant Operations Manager

Good Eggs, Inc.

2018 - 2020

Maintenance Manager

Lakeshore Pearl Apartments

2015 - 2018

APPENDIX:

**PLAN CORRECTION
COMMENT LETTERS**

B U R E A U

V E R I T A S

APPENDIX: COMMENT LETTERS

COMMENT LETTER #1

County of Riverside
July 11, 2023



Permit #BNR2300040
BVNA #

Project Description: New pre-manufactured metal
building housing an emergency
shelter building
Project Address: 66-101 Hammond Rd., Mecca
Application/Permit #: BNR2300040

Occupancy: A-3/S-1
Type of Construction: V-B
Sprinklers: Yes
Stories: 1
Floor Area (s.f.): 19,280
Fire Hazard Severity Zone/ WUI: No
Fire Alarm: Choose an item.

Bureau Veritas has completed the first plan review of the below listed documents on behalf of the County of Riverside Building & Safety Department:

GENERAL INSTRUCTIONS

1. This plan review has been made to verify conformance to minimum requirements of codes and ordinances adopted by the County of Riverside. Codes in effect for this project include the 2019 editions of the California Building Code (CBC), California Residential Code (CRC), California Green Building Code (CGBC), California Plumbing Code (CPC), California Mechanical Code (CMC), California Electrical Code (CEC), and California Energy Code (CEnc). The CBC is based on the 2018 editions of the *International Building Code*, which was published by the *International Code Council*. The CPC and CMC are based on the 2018 edition of the *Uniform Plumbing and Mechanical Codes*, respectively, which were published by IAPMO. The CEC is based on the 2017 edition of the *National Electrical Code* published by the National Fire Protection Association (NFPA). Applicable code sections are referenced after each item in this list.
2. These plans and documents have been reviewed for compliance with the applicable code requirements of the jurisdiction. The stamping of these plans shall not be held to permit or be an approval of a violation of any applicable codes and/or standards nor relieve the owner, design professional of record or contractor of compliance with any applicable codes and/or standards. Plan review of documents does not authorize construction to proceed in violation of any federal, state, nor local regulation.
3. The review does not necessarily include errors and omissions. Complete compliance is the responsibility of the designer.
4. All comments shall be resolved on the plans prior to the recommendation to the governing body for approval.
5. The comments identified in other sections of this review require clarifications/corrections before this plan check can be completed.
6. For reference for explanations in the examiner's comment sections, *italic* text refers to the initial submittals, **bold** text on second submittals, and underlined text on third submittals.
7. Please annotate your response in the areas on each comment, please see the comment section,

APPENDIX: COMMENT LETTERS

COMMENT LETTER #1

County of Riverside
July 11, 2023



Permit #BNR2300040
BVNA #

8. Submit a list **showing any changes to the plan** or previously submitted documents that are not the result of the plan check comments. Please “cloud” and/or “delta” all revisions made on plans due to this comment list as well as any other design changes.

IN ORDER TO PROCESS THIS PLAN REVIEW PLEASE PROVIDE THE NAME AND PHONE NUMBER OF THE INDIVIDUAL WHO PREPARED THESE PLAN REVIEW RESPONSES

NAME: _____ **PHONE:** _____

Please provide ONE full COMPLETE electronic submittal, with supporting documentation, and answers to ALL comments listed in the comment section and submit to:

County of Riverside, 4080 Lemon Street, Riverside, CA 92501

Respectfully Submitted,

Arch, Access, Green, & Energy reviewed by:
Tim Tran, CBO, MCP, CASp
tim.tran668@gmail.com
220 Technology Drive, Suite 100
Irvine, CA 92618
Phone (714) 431-4149

MEP reviewed by:
Morteza Beheshti, P.E.
morteza.beheshti@bureauveritas.com
220 Technology Drive, Suite 100
Irvine, CA 92618
Phone: (858) 208-6802

Structural reviewed by:
Henry Hadidi, S.E., Ph.D
hassan.hadiditamjed@bureauveritas.com
220 Technology Drive, Suite 100
Irvine, CA 92618
Phone: (858) 208-6802

*Please write the sheet number, detail number, and/or location indicating where the comment is located. **Please be specific as to where comment items have been addressed so that recheck may be expedited.** To aid in the plan review process—please indicate in the space adjacent to each comment or on a separate sheet, the sheet and the exact location on the sheet where corrections have been made (e.g., Detail S of Sheet 3). Please “cloud” and/or “delta” all revisions made on plans due to this comment list as well as any other design changes.*

Please note the plans will be routed back to Riverside County for quality control review after Bureau Veritas approves. There may be other comments generated by the Building and Safety Department that will also require your attention and response. This attached list of comments, then, is only a portion of the plan review. Contact the County for other items if applicable.

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APPENDIX: COMMENT LETTERS

COMMENT LETTER #1

County of Riverside
July 11, 2023



Permit #BNR2300040
BVNA #

JURISDICTIONAL COMMENTS-NAME & EMAIL ADDRESS OF PLAN REVIEWER

- J1. It appears that there are grading permits for this lot. Please be advised that a foundation certificate by the structural designer and a soils report is required for grading permits.
- a. Projects requiring a grading permit are required by Riverside County to provide a soils investigation (Grading Report) after completion of rough grading. This soils investigation may reveal soil properties that vary from structural designer's original design assumptions. Soils may prove to be considered expansive, corrosive, or may have other properties that would alter the original foundation design. Because of this, the structural designer must be made aware of the findings within the Grading Report.
 - b. The intention of this letter is to verify that the structural designer (Design Professional in Responsible Charge per CBC 107.3.4) has evaluated the findings within the approved Grading Report. In addition, any alterations necessary under the applicable Codes have been made to the project plan set provided prior to final approval. Please fill out the attached certification and print it on the foundation sheet. If the information is not available now, department clearance will be created to provide the foundation cert. prior to the issuance of this permit.
- J2. Based on County records, this project appears to be located in an area with potential for soil liquefaction. Per Section CBC Section 1803.5, a geotechnical assessment of this condition is required and, according to Section 1803, the assessment must be conducted by a licensed design professional. If the assessment indicates that the condition, if not corrected, would lead to structural defects, the assessment shall recommend corrective action which is likely to prevent structural damage.
- a. Note: Per Section 1803.2, this assessment does not necessarily have to take the form of a full Soil Report. It can take the form of a letter stating that the design professional of record for this project has assessed the site and has either provided corrective actions or that the specific site conditions do not warrant corrective action.
- OR
- b. Engineer of Record can provide the following note on the plans:
"CERTIFICATION: I, _____ (NAME OF ENGINEER) OF
_____ (NAME OF COMPANY), A REGISTERED CIVIL ENGINEER
of record for this project has assessed the site and has determined that the specific site
conditions do not warrant corrective action"

ARCHITECTURAL COMMENTS

- A1. The construction documents submitted with the application for permit must be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades, and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it must be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan must show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. [107.2.6]

Page 3 of 10

APPENDIX: COMMENT LETTERS

COMMENT LETTER #1

County of Riverside
July 11, 2023



Permit #BNR2300040
BVNA #

- A2. G-000:
- The allowable area of each story of a mixed-occupancy building must be determined in accordance with the applicable provisions of, Section 508.3.2 for nonseparated occupancies and Section 508.4.2 for separated occupancies. [506.2.2] (Provide building area analysis.)
 - Structures must be classified into one or more of the occupancy groups specified in this section based on the nature of the hazards and risks to building occupants generally associated with the intended purpose of the building or structure. An area, room or space that is intended to be occupied at different times for different purposes must comply with all applicable requirements associated with such potential multipurpose. Structures containing multiple occupancy groups must comply with Section 508. Where a structure is proposed for a purpose that is not specified in this section, such structure must be classified in the occupancy it most nearly resembles based on the fire safety and relative hazard. Occupied roofs must be classified in the group that the occupancy most nearly resembles, according to the fire safety and relative hazard, and must comply with Section 503.1.4. [302.1] *Please clearly indicate on the floor plans and egress plan the use of the "multi-purpose" rooms so a thorough review can be conducted.*
- A3. G-100:
- Each portion of a building must be individually classified in accordance with Section 302.1. Where a building contains more than one occupancy group, the building or portion thereof must comply with the applicable provisions of Section 508.2, 508.3, 508.4 or 508.5, or a combination of these sections. [508.1] (Please indicate occupancy classification A-3 and S-1 space and indicate fire-resistant rating of occupancy separation walls where required and demising walls where required.)
- A4. Sheet G-101:
- Exit access travel distance must be measured from the most remote point of each room, area or space along the natural and unobstructed path of horizontal and vertical egress travel to the entrance to an exit. Where more than one exit is required, exit access travel distance must be measured to the nearest exit. [1017.3]
- A5. Sheet G-103:
- Please update reference to signage to include detail ID.
- A6. Sheet A-100:
- Please provide at least two building section and at least one in each direction.
 - Wall W-1 appears to not exist. Please clarify on wall legend or provide verification that this wall was constructed with a building permit.
- A7. Sheet A-102:
- Glazing in an individual fixed or operable panel adjacent to a door where the nearest vertical edge of the glazing is within a 24-inch arc of either vertical edge of the door in a closed position and where the bottom exposed edge of the glazing is less than 60 inches above the walking surface is considered to be a hazardous location. [2406.4.2]
- A8. Sheet A-120:
- Please provide cross reference to applicable details on sheet A-520.
- A9. Sheet A-130:

Page 4 of 10

APPENDIX: COMMENT LETTERS

COMMENT LETTER #1

County of Riverside
July 11, 2023



Permit #BNR2300040
BVNA #

- a. Flashing must be installed at wall and roof intersections, at gutters, wherever there is a change in roof slope or direction and around roof openings. Where flashing is of metal, the metal must be corrosion resistant with a thickness of not less than 0.019 inch (No. 26 galvanized sheet). [1503.2.1]
 - b. The minimum roof coverings installed on buildings must be Class A. [1505.1]
 - c. Please indicate roof slope.
- A10. Sheet A-200:
- a. Flashing must be installed in such a manner so as to prevent moisture from entering the wall or to redirect that moisture from entering the wall or to redirect that moisture to the surface of the exterior finish or to a water-resistive barrier complying with Section 1403.2 and that is part of a means of drainage complying with Section 1402.2. Flashing must be installed at the perimeters of exterior door and window assemblies, penetrations and terminations of exterior wall assemblies, exterior wall intersections with roofs, chimneys, porches, decks, balconies and similar projections and at built-in gutters and similar locations where moisture could enter the wall. Flashing with projecting flanges must be installed on both sides and the ends of copings, under sills and continuously above projecting trim. Where self-adhered membranes are used as flashings of fenestration in wall assemblies, those self-adhered flashings must comply with AAMA 711. Where fluid applied membranes are used as flashing for exterior wall openings, those fluid applied membrane flashings must comply with AAMA 714. [1404.4]
- A11. Sheet A-500:
- a. A fire-resistance rating of building elements, components or assemblies must be determined by the test procedures set forth in ASTM E119 or UL 263. The fire-resistance rating of penetrations and fire-resistant joint systems must be determined in accordance with Sections 714 and 715, respectively. [703.2.1] (Provide listing and listing detail on plans.)
- A12. Architectural plans must be sealed and signed by a licensed and registered architect. Business and Professional Code, §5536, 5536.1 & 5536.2.

ACCESSIBILITY COMMENTS

- ACC1. Sheets D-101 and 1-4:
- a. At least one accessible route must be provided within the site from accessible parking spaces and accessible passenger drop-off and loading zones; public streets and sidewalks; and public transportation stops to the accessible building or facility entrance they serve. [11B-206.2.1]
 - b. At least one accessible route must connect accessible buildings, accessible facilities, accessible elements, and accessible spaces that are on the same site. [11B-206.2.2]
 - c. All areas of newly designed and newly constructed buildings and facilities and altered portions of existing buildings and facilities must comply with these requirements. [11B-201.1] (Show all accessible elements.)
 - d. Accessible means of egress must be provided. Where more than one means of egress is required from rooms, areas, or spaces, or from story or occupied roof, each accessible portion of the space must be served by accessible means of egress in at least the same number as required by those spaces. [11B-207.1 & 1009.1]
 - e. Each accessible means of egress must be continuous to a public way. [11B-207.1 & 1009.1]

APPENDIX: COMMENT LETTERS

COMMENT LETTER #1

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BVNA #

GREEN BUILDINGS COMMENTS

- GB1. Sheets G-104A through G-104C:
- Please update the CalGreen provisions in the construction document to show compliance with the 2022 California Green Building Standards Code. [101.3]
- GB2. If the new project or an addition or alteration is anticipated to generate visitor traffic, provide permanently anchored bicycle racks within 200 feet of the visitors' entrance, readily visible to passers-by, for 5 percent of new visitor motorized vehicle parking spaces being added, with a minimum of one two-bike capacity rack. [5.106.4.1.1]
- GB3. EV capable spaces must be provided in accordance with Table 5.106.5.3.1 and the following requirements:
- Raceways complying with the California Electrical Code and no less than 1-inch diameter must be provided and must originate at a service panel or a subpanel(s) serving the area, and must terminate in close proximity to the proposed location of the EV capable space and into a suitable listed cabinet, box, enclosure or equivalent. A common raceway may be used to serve multiple EV capable spaces.
 - A service panel or subpanel(s) must be provided with panel space and electrical load capacity for a dedicated 208/240 volt, 40-ampere minimum branch circuit for each EV capable space, with delivery of 30-ampere minimum to an installed EVSE at each EVCS.
 - The electrical system and any on-site distribution transformers must have sufficient capacity to supply full rated amperage at each EV capable space.
 - The service panel or subpanel circuit directory must identify the reserved overcurrent protective device space(s) as "EV CAPABLE". The raceway termination location must be permanently and visibly marked as "EV CAPABLE."
- [5.106.5.3.1]
- GB4. EV capable spaces must be provided with EVSE to create EVCS in the number indicated in Table 5.106.5.3.1. The EVCS required by Table 5.106.5.3.1 may be provided with EVSE in any combination of Level 2 and Direct Current Fast Charging (DCFC), except that at least one Level 2 EVSE must be provided. [5.106.5.3.2]
- GB5. Primary exterior entries must be covered to prevent water intrusion by using nonabsorbent floor and wall finishes within at least 2 feet around and perpendicular to such openings plus at least one of the following:
- An installed awning at least 4 feet in depth.
 - The door is protected by a roof overhang at least 4 feet in depth.
 - The door is recessed at least 4 feet.
 - Other methods which provide equivalent protection.
- [5.407.2.2.1]

ELECTRICAL COMMENTS

- E1. Please provide a response letter indicating location of corrected or existing design on the plans for an expeditious review.
- E2. For buildings that require two or more exits, emergency illumination is required to be installed at *exterior* exit door landings and/or vestibules. Please provide. CBC 1008.3.2

APPENDIX: COMMENT LETTERS

COMMENT LETTER #1

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BVNA #

- E3. Different lighting systems (general, display, track, etc.). Shall be separately controlled from one another.
- E4. Generally, automatic daylighting control with multilevel lighting ability is required for general lighting in daylight zones. Please provide the locations and control design. ES 130.1(d)
- E5. Electrical outlets are required to be installed within 25' of mechanical equipment. Please include outlet locations, the receptacle specifications (GFCI & weather-resistant), and the extra duty cover specification. CMC 303.8.5 & CEC 210.63
- E6. Provide GFI receptacle for the EWC.
- E7. Please size all conduit and feeders including EG wire for HVAC units.
- E8. In all buildings, controlled receptacles are required in private offices, open office areas, reception lobby, conference room, kitchenette in office spaces, and the copy room per Energy Manual 130.5(d). Please include the control design and receptacle locations on the electrical plans.

MECHANICAL COMMENTS

- M1. Please provide a response letter indicating location of corrected or existing design on the plans for an expeditious review.
- M2. Please provide completed Mechanical plans for review. Comments are based on the information provided on the Architectural drawings. More comments may follow.
- M3. Please make sure equipment Tags are correct and consistent. AC-1-9 shown on floor plans inside and outside. Details call for FC-1 and FC-2.
- M4. The ventilation air supply shall be sufficient to provide make-up air for exhaust systems. Provide an air balance schedule and specify all exhaust and make-up air systems that are required to be electrically interlocked. CMC 505.3
- M5. Environmental exhaust duct terminations may be no closer than 3' from a property line or 3' from openings back into the building. Revise the duct layout or clearly note on the plans that the exhaust termination will be no closer than 3' to the window. CMC 502.2.1
- M6. Please match the energy forms entries with the submitted plans. I.e., gas boiler water heater indicated does not match insta hot electric detailed on plans.

PLUMBING COMMENTS

- P1. Please provide a response letter indicating location of corrected or existing design on the plans for an expeditious review.
- P2. Please provide plumbing plans to accommodate the Architectural plans for review. The following comments are provided based on the material provided. More comments may follow.

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APPENDIX: COMMENT LETTERS

COMMENT LETTER #1

County of Riverside
July 11, 2023



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- P3. Add note: "Each vent shall rise vertically to a point not less than six (6) inches above the flood-level rim of the fixture served before offsetting horizontally or before being connected to any other vent."
- P4. Show the required floor drains in the following locations, as per CPC. Section 418.3:
- P5. Toilet rooms containing 2 or more water closets or a combination of 1 water closet and 1 urinal.
- P6. Detail how the floor drain trap seal is to be maintained. CPC 1007.0
- P7. Floors shall slope to the floor drain(s) location(s). Please detail on the architectural floor plans. CPC 418.5
- P8. Urinals require a cleanout to be installed per CPC 707.4 (above the fixture connection location)
- P9. Domestic hot water piping shall be insulated per section 609.11 CPC. Show insulation and its thickness on plumbing plans.
- P10. Please provide completed Hot and Cold water plans for review.
- P11. A Certification of Compliance is necessary when installing CPVC/PEX water piping materials prior to building permit issuance. CPC 604.1.1 (CPVC)/CPC 604.1.2(PEX)
- P12. For backwater valve review, please show the upstream sewer manhole rim and finished floor elevations. CPC 710.0
- P13. Provide complete water line sizing calculations: Include the water pressure, pressure loss calculations, water demands, and the developed pipe lengths. CPC 610.0 or Appendix 'A'.
- P14. Show the required self closing or self closing metering faucets for the lavatories intended to serve the public. CPC, Section 407.4.
- P15. For the instantaneous water heater provide expansion tank or other approved method of relieving pressure per Section 608.3 CPC and show routing and termination of pressure and temperature relief drain for water heater.
- P16. Add note on plans: "Lavatory faucets in restrooms shall be the self-closing type and shall not exceed a water flow of 0.20 gal/use."
- P17. Add note on plans: "Each faucet shall not exceed a water flow of 1.8GPM."

STRUCTURAL COMMENTS

- STR1. Structural drawing 5/5: Provide Design Criteria in accordance with CBC 2022 requirements.
- STR2. Structural drawing 5/5: Provide Structural Observation and Special Inspection General Notes per Chapter 17 of CBC 2022.

APPENDIX: COMMENT LETTERS

COMMENT LETTER #1

County of Riverside
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Permit #BNR2300040
BVNA #

- STR3. Structural Detail A/4: Submit calculations for the roof to wall connection as shown on this detail.
- STR4. Structural drawing 4/5: Provide calculations for the horizontal roof diaphragm bracing as shown on this sheet. Check the connection of the horizontal bracing to the roof framing.
- STR5. Structural drawing 4/5: Provide diaphragm design calculations including drag/chord design.
- STR6. Structural drawing 2/5: Provide calculations for the shear transfer from the roof diaphragm to the braced frames.
- STR7. Structural drawing 1/5: Submit calculations for the shear transfer from the braced frames to the foundation.
- STR8. Calculations page 39/41: Anchor bolt design is per ACI 318-14. Revise calculations to comply with ACI 318-19.
- STR9. Calculations page 41/41: Provide detailed calculations for the screw capacities listed on this page. List the equations used, define the terms used in the equations and provide reference for the values of the parameters used.
- STR10. Calculations page 40/41: The vendor construction documents from which this page is taken from was not signed by Civil/Structural Engineer registered in California. SEOR shall verify the accuracy of the data listed on this page.
- STR11. Calculations page 25/41: Identify the calculation page numbers where the knee brace force and the apex brace force values can be found.
- STR12. Calculations page 25/41: Identify the details on the plans that correspond to the calculations on this page.
- STR13. Calculations page 26/41: Identify the calculations page numbers where the shear forces listed on this page can be found.
- STR14. Calculations page 27/41: Identify the calculations page numbers upward load of 129 LB/FT can be found.
- STR15. Calculations page 28/41: Identify the calculations page numbers where inward load of 95 LB/FT and outward load of 104 LB/FT can be found. Do same for all inward and outward loads listed on this page.
- STR16. Calculations page 29/41: Provide detailed calculations for the column overturning capacity listed on this page.
- STR17. Calculations page 29/41: Check the columns for the axial load plus overturning moment interaction per AISI S100 requirements.
- STR18. Calculations page 33/41: Identify the calculations page numbers where the inward load of 71 LB/FT and outward load of 77 LB/FT can be found.

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APPENDIX: COMMENT LETTERS

COMMENT LETTER #1

County of Riverside
July 11, 2023



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STR19. Calculations page 34/41: Justify the use of the uncracked concrete in the anchor bolt design.

STR20. Calculations page 37/41: Revise the anchor bolt design to comply with the ACI 318-19 requirements.

END OF COMMENTS

APPENDIX: COMMENT LETTERS

COMMENT LETTER #2



CITY OF NEWPORT BEACH COMMUNITY DEVELOPMENT DEPARTMENT BUILDING DIVISION

100 Civic Center Drive | P.O. Box 1768 | Newport Beach, CA 92658-8915
www.newportbeachca.gov | (949) 644-3200

RESIDENTIAL PLAN REVIEW COMMENTS & CORRECTIONS

Project Description: New accessory dwelling unit

Project Address: 2200 Bayside Dr

Plan Check No.: PC22-2563

Permit App. Date: 05/20/2022

Plan Check. Expires: 11/03/2022

Use: For viewing Occupancy: R-3

Const. Type: V-B

No. Stories: 2 Permit Valuation: 2,165.43

Adjusted Valuation:

Architect/Engineer: Tim Doudna

Phone: 649.666.2555

Applicant/Contact: Tim Doudna

Phone: 649.666.2555

Plan Reviewer: Jecsán Perez

Phone: 714.431.4119

QC:Plan Check Engineer: Trang Huynh, P.E

Engineer email: jecsán.perez@bureauveritas.com

☒

1st Review: (date)

☐

2nd Review: (date)
Italic comments

☐

3rd Review: (date)
By Appointment

The project plans were reviewed for compliance with the following codes and standards:

2019 CRC; 2019 CBC; 2019 CPC; 2019 CEC; 2019 CMC; 2019 California Energy Code; 2019 California Green Building Standards Code (CG); & Chapter 15 of the Newport Beach Municipal Code (NBMC).

The code section references are from the 2019 CRC, unless otherwise stated.

- **TO EXPEDITE PROJECT APPROVAL:** Please provide a written response indicating how and where each comment was resolved on the plans.
- Resubmit all previously reviewed plans, updated plans and supporting documents with each subsequent review.
- **AFTER 2nd PLAN REVIEW:** Please call or email the plan check engineer listed above to schedule a plan review appointment, to expedite project approval.
- For clarification of any plan review comment, please call the plan check engineer listed above.
- Plan review status is available online at www.newportbeachca.gov/government/departments/community-development/building-division/plan-check-status. Project status is also available by speaking with a permit technician at 949-718-1888 during business hours.

APPENDIX: COMMENT LETTERS

COMMENT LETTER #2

GENERAL

1. Obtain plan review approval from the following:
 - a. Building Division
 - b. Fire Department
 - c. Planning Division
 - d. Public Works Department
2. Final drawings which will be approved for permit issuance shall be signed by the respective design professional on each sheet (electronic signature is acceptable). Remains until final approval
3. Write a note on plans:
 - a. "A Cal-OSHA permit is required for excavations deeper than 5' and for shoring and underpinning."
 - b. The maximum time to complete construction on a project is limited to three years from the date of the permit for all permits issued after August 21, 2019 as required by NBMC Section 15.02.095.
4. Provide a project information sign for projects requiring fencing (new structure or addition and remodel to an existing structure with a combined floor area exceeding seventy-five (75) percent of the floor area of the proposed structure) in designated "High Density Areas". Project sign shall comply with NBMC Section 15.60.030.
5. Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. The finish grade around the structures shall be graded to drain surface water away. The grade shall fall not fewer than 6 inches within the first 10 feet. [R401.3 CRC]
6. Please clarify if this "viewing room" is an inhabitable space. If so, please revise scope of work to specify unconditioned and inhabitable space. Or otherwise, revise the occupancy to a "U".
 - Habitable Space: [RB] A space in a building intended for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces. Definition per Chapter of the CRC.

LIGHT & VENTILATION

7. Sheet A2: Provide the illustration (drawing) for window type E on the plans

EXTERIOR WALLS

8. Exterior walls of accessory structures closer than 5 ft. to adjacent structures on the same lot shall be 1-hour fire-resistance-rated construction. Table R302.1(1) and (2). Fire-rated assemblies shall be one of the following: [R302.1 CRC]
 - a. Listed in GA-600 (Gypsum Association Fire Resistance Design Manual)
 - b. Per 2019 CBC, Table 721.1(2)
 - c. Other tested and listed assembly by an approved listing agencyProvide approved assembly (including attachments) detail on plans.

MEANS OF EGRESS

9. Sheet A2: Please show compliance on plans, that the bottom and top landings for the metal stairway have a length in the direction of travel at least 36" in length. [R311.7.6 CRC]
10. Sheet A4: Provide a luminaire at the bottom landing of the stairway. [R303.8 CRC]
11. Please Note: Landings or finished floors at the required egress door shall not be more than 1½" lower than the top of the threshold. The exterior landing or finished floor shall not be more than 7¾" below the top of the threshold provided the door does not swing over the lower landing or floor. [R311.3.1 CRC]
12. Please Note: Spiral stairways shall comply with the following requirements: [R311.7.10.1 CRC]
 - a. Maximum rise of 9½" and minimum run (tread) of 6.75" at 12" from narrow edge
 - b. Minimum clear width of 26"
 - c. Minimum headroom of 6'-6"
 - d. Provide spiral stairway column connections and footing details on plans.

APPENDIX: COMMENT LETTERS

COMMENT LETTER #2

CONSTRUCTION

13. Unvented enclosed rafters shall comply with CRC Section R806.5. Provide construction detail showing compliance with this requirement.
14. Show decking material. Provide ICC listed number for light weight concrete material.

MECHANICAL, PLUMBING & ELECTRICAL

15. Sheet A4: Provide a GFCI and weather proof receptacle outlet at the balcony area. The receptacle outlet shall not be located more than 6.5 ft. above the balcony. Please see red mark for reference. [210.52(E)(3) CEC]
16. Sheet A4: Please provide the AFCI verbiage/symbol for all the receptacles inside the viewing room. Please see red mark for reference.

ENERGY EFFICIENCY

17. By CRC definition of a habitable space and a dwelling unit, for an R-3 occupancy, solar would be require per Energy Code, *refer to comment #6 explaining habitable space*. If space is unconditioned and inhabitable by definition no solar would be require, please be aware.

ADDITIONAL REGULATIONS

18. Write the following note on the cover sheet for deferral submittals: "Deferred submittals to be reviewed by project architect or engineer of record and certified prior to submittal for plan check or approval by the City."
19. On flat and sloped sites, the top of any exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved drainage device not less than twelve (12) inches plus two (2) percent except for garage and carport space. Alternate elevations are permitted subject to the approval of the Building Official, provided that it can be demonstrated that, required drainage to the point of discharged and away from the structures is provided at all locations on the site. (NMBC 15.10.060 (9))

STRUCTURAL

20. Sheet A3: Provide connection calculations for the glass guardrails. Shall be able to withstand a 200-lb force at top of the railing acting in any direction, and min 50-lb per linear foot for intermediate guard components. The loads are not required to be cumulative.
21. Provide connection details and calculations for the metal stairway connection to the ground and the floor level.

FRAMING

22. Sheet S2: Provide the angle of curvature for the proposed "curved LVL roof rafters".
 - a. Clarify how the engineered angle of curvature was determined: By the manufacturer or the licensed structural designer. Provide manufacturer specification if applicable.
23. Sheet S2: Detail 2/SD1 does not apply to this scope of work. Detail shows ceiling joists however, no ceiling joists are proposed. Provide a more specific detail to this scope of work.
24. Sheet S2: Provide a connection detail for the support below steel beam "#B3". Demonstrating how the load is transfer from beam "B3" to foundation. It is unclear, please refer to red mark for location.
25. Sheet S2: Specify the cantilevered lengths for beams "#B2 and #B1" in accordance with structural calculations, respectively. For beam, B-1, the design should consider the loads of the stair landing at the cantilevered portion.
26. Detail 8/SD1: Please clarify if the steel beam not call out is steel beam "#B3"? Please see red mark for reference.
27. Page 21/Calculations: Provide an additional calculation for "beam B2 on line 1". The point load from the shear walls is at two different locations for both beams "B2". Show upward camber for the cantilevered ends of B2 due to the end deflection.

APPENDIX: COMMENT LETTERS

COMMENT LETTER #2

28. Provide a calculation for steel beam #B3 take in consideration of the uplift forces from shear wall above.
29. Provide and cross-reference the detail of connection for LVL beam and B2 at the deck area.
30. In addition to what has mentioned in item 26 above, calculations of beam B2 need to be designed for point loads from beam B3.
31. Provide and cross-reference the detail of connection between header 4x12 and HF shear wall (roof framing on sheet S2).
32. Detail 7/SD1, show the type of connection for beam B2 to B1, welding or bolting connection? Stiffener?
33. Detail 5/SD1, clarify the correct size of the beam B3 between the detail and floor framing plan on sheet S2.
34. Detail 2/SD2, retaining wall design:
 - Check calculations for the correct size of wall's thickness.
 - Show distance to day light for the wall's footings per the soil report's requirements.
 - Design the wall for Key and sliding resistance due to the condition that the retaining wall is on a slope and the concrete slab is not enough to resist sliding force.
35. Sheet S2: Revise the holdowns call out for the shear wall on line 2 to "HDQ8" as page 10 of the structural calculations indicated so. See red marks for reference.

LATERAL

36. Detail 17/SD1, provide calculations for the holdown and its welding to resist uplift forces at HF walls.
37. Sheet S2: Detail 10/SD1 shows the holdown anchorage for shear walls. Detail appears to reference the holdown schedule on sheet S1, the holdown anchors listed are SSTB. However, SSTB anchor bolts cannot be use for this application. Provide a specific model # for the anchor use to holdown the shear wall to the sandwich double sill plate and provide calculations for its welding to resist the uplift force.
 - a. Load shall be transfer from shear wall to sill plate(s) to steel beam below, for this application. Please demonstrate how this is achieved.

FOUNDATION

38. Section A-A/Sheet A2: Buildings shall be setback from slopes steeper than 3:1 in accordance with CRC R403.1.7. Show building setbacks from slopes on the section view in accordance with the site plan where required. Please coordinate setbacks with page 17 from soils report. [Figure R403.1.7.1 CRC]
 - a. Show the setback distances from the toe of all slopes and the elevations of adjacent lots. Specify the height of the slope.
 - b. Building foundations shall be located clear of the toe of all slopes by a minimum distance of ½ the height of the slope, but need not exceed 15 feet maximum.
39. Page 28/Calculations: Revise the allowable soil bearing pressure to 1,500 psf. Reanalyze the retaining wall design as necessary.
 - a. Please update to 2019 CBC code, not 2016.
40. Provide a letter from the Soil Engineer indicating that the designs of foundation system have met the requirements as recommended in the Soil report dated 10/12/2021 (page 23 of the Soil Report).
41. Revise Special Insection Table on sheet GN and Foundation plan on sheet S-1 for the required inspections from the Soil engineer for the caisson footings' excavations to bedrock and proper soil bearing values.
42. Detail 1/SD2, show footing to be extended at least 5 ft into bedrock per the requirement as specified on page 15 of the Soil report.
43. The design of the cantilevered steel column must be checked for \$ of Response modification of 1.5 per table 12-14-1 of ASCE-7.

APPENDIX: COMMENT LETTERS

COMMENT LETTER #2

- 44. Detail 8/SD1, show how the holdown strap of the shear wall is connected to the steel beam.
- 45. Detail 5/SD1, show detail for the front view of the column to the steel beam to justify the "moment connection" as called-out.
- 46. Detail 1/SD2, in addition to item 42 above, check with the foundation plan on S-1 for the correct size of footing, depth of footing etc.. Also, see sheet A2 for the wrong size of caisson called-out. Please clarify.

ADDITIONAL CORRECTIONS

- 47. See red marks on plans for additional comments and clarifications.



**BUREAU
VERITAS**

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City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2396

Agenda #: A.

Agenda Date: 9/12/2023

Category: Public Hearing

FROM:

Housing

SUBJECT:

Public Hearing for Consolidated Annual Performance Evaluation Report (CAPER)

RECOMMENDATION:

1. Conduct a public hearing for the Consolidated Annual Performance and Evaluation Report prepared for the U.S. Department of Housing & Urban Development to report on specific Federal housing assistance and community development activities undertaken by the City of Fontana during Fiscal Year 2022-2023; and
2. Authorize the City Manager to execute and transmit any documents necessary to submit the Consolidated Annual Performance, along with any comments received during the public hearing and public comment period, to the Department of Housing & Urban Development.

COUNCIL GOALS:

- Increase citizen involvement by informing the public about issues, program, and accomplishments.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state and federal governments.

DISCUSSION:

As an entitlement jurisdiction of the U.S. Department of Housing and Urban Development (HUD), the City of Fontana is required to annually prepare and submit the Consolidated Annual Performance and Evaluation Report (CAPER) to HUD. The CAPER document summarizes the City's use of federal entitlements in a given fiscal year.

In fiscal year 2022-2023, the City of Fontana received \$1,995,010 in Community Development Block Grant (CDBG) Program funds, \$758,888 in HOME Investment Partnerships (HOME) Program funds, and \$179,126 in Emergency Solutions Grant (ESG) Program funds. The 2022-2023 CAPER evaluates the City's achievement of goals established in the One-Year Action Plan for FY 2022-2023 and assesses the City's overall performance during fiscal year 2022-2023 in meeting priorities identified in the first year of the City's adopted Five-Year Consolidated Plan (2020-2024).

The CAPER continues to provide a summary of outcomes associated with HUD funding allocated through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Through this Act, the City received \$2,467,484 in additional CDBG funds and \$3,514,507.50 in ESG funds specifically earmarked to respond to the effects of the COVID-19 pandemic.

In fiscal year 2022-2023, the City of Fontana successfully carried out the actions outlined in both the One-Year Action Plan and the Consolidated Plan.

As required by HUD, a preliminary draft of the CAPER has been made available for public review for a minimum of 15 days. From August 28th through September 12th, 2023, copies of the draft CAPER were available to residents of the City of Fontana and other interested parties on the City's webpage and various City buildings.

Notice of availability of the CAPER and invitation to comment was published in the Press Enterprise, the San Bernardino Sun and El Chicano newspapers. To date, we have received no written comments on the CAPER document.

FISCAL IMPACT:

No fiscal impact. Funds were appropriated and allocated in prior fiscal years in CDBG & ESG Fund #362 and HOME Fund #363.

MOTION:

Approve staff recommendation.



**2022-2023 CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT
JULY 1, 2022 THROUGH JUNE 30, 2023**

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DRAFT

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) is the City of Fontana's report to the U.S. Department of Housing and Urban Development (HUD) describing the use of federal Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG) funds. The CAPER reports on the first program year of the 2020-2024 Consolidated Plan period, covering July 1, 2022 to June 30, 2023.

The City receives CDBG, HOME and ESG funds from HUD on a formula basis each year, and in turn, implements projects and awards grants and loans to individual households and nonprofit, for-profit or public organizations for projects in furtherance of the adopted Consolidated Plan. In addition to the formula grants, this CAPER includes data related to special allocations awarded through the Coronavirus Aid, Relief and Economic Security (CARES) Act for the CDBG and ESG programs. These programs are respectively titled CDBG-CV and ESG-CV.

The activities reported in this CAPER were determined and planned in the City's 2022-2023 Annual Action Plan. The Annual Action Plan was approved at a Public Hearing on June 14, 2022. Following the approval of the Annual Action Plan, the City completed two non-substantial amendments and a substantial amendment to the plan. A substantial amendment was made to 2020 Action Plan to account for the ESG-CV3 allocation. The non-substantial amendments address minor budget modifications. The first substantial amendment was to add HOME American Rescue Plan (ARP) funds to the Action Plan. to increase affordable rental housing. It was approved at a public hearing on September 13, 2022. The second substantial amendment added ESG-CV allocation round three for street outreach and temporary emergency shelter to the Action Plan. In accordance with notice CPD-21-08 this amendment was not subject to consultation and citizen participation requirements and went into effect following a five-day public comment period during which time no comments were received.

For the 2022-2023 program year, the City received \$1,995,010 of CDBG funds and \$119,833 in unallocated resources; \$758,888 of HOME funds, and \$2,030,486 in prior year resources; and \$179,126 in ESG funds for a total investment of \$5,083,343. In FY2020 The City received \$2,467,484 in CDBG-CV Funds and \$2,343,005 in ESG-CV funds. As of June 30, 2023, the City of Fontana had disbursed 80 percent of CDBG-CV and 77 percent of ESG-CV. In FY2021 the City received \$2,633,568 of HOME ARP funds and \$1,171,502 of ESG-CV3 funds.

The investment of CDBG, HOME and ESG funds was a catalyst for positive change in the community. Together with other federal, state, and local investments, HUD resources allowed the City and its partners to provide low- and moderate-income households with the services which follow:

- Fair Housing services to 85 individuals,
- Public Safety services to 59,140 individuals,
- Recreational scholarships to 191 seniors and 2 youth,

- Acquisition and rehab of 6 single family homes
- Rehab of 11 homeowner housing units,
- Assistance to 124 people experiencing homelessness, and

During the 2022-2023 Program Year, the City utilized CDBG-CV and ESG-CV funding to support the following programs:

- Short-term housing assistance (CDBG-CV) to 33 households
- Hotel/ motel vouchers (CDBG-CV) to 14 households
- Emergency shelter services to 62 people
- Homelessness Prevention services to 183 people
- Rapid Re-Housing services to 2 people, and
- Street Outreach services to 99 people.

In FY2022 the City worked to develop procedures and identify next steps for HOME ARP implementation.

Tables 1a – 1d provide a summary of the five-year and one-year accomplishments for the period ending June 30, 2023, arranged by each of the Strategic Plan Goals included in the 2020-2024 Strategic Plan of the Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1.a - 5-Year 2020-2024 Forecasted Budget

Goal	Description	Category	2020-2024 Source/ Amount
Affordable Housing Preservation	Owner occupied rehabilitation	Affordable Housing	CDBG: \$2,818,250
Affordable Rental Housing Development	Single family acquisition rental rehabilitation and multi-family rental development	Affordable Housing	CDBG: \$3,213,800 HOME: \$3,935,685
CDBG and HOME Program Administration	Program administration	Administration	CDBG: \$1,924,496 HOME: \$357,289
Public Facilities Improvements	TBD	Non-Housing Community Development	CDBG: \$1,000,000
COVID-19 Response	Mortgage and rental assistance and homelessness prevention and rapid rehousing	Non-Housing Community Development Prevent, prepare, and respond to COVID-19	CDBG-CV: \$2,467,484 ESG-CV: \$3,514,507
Fair Housing Services	Fair housing and tenant and landlord mediation services	Other	CDBG: \$175,000
Homeless Assistance	Homelessness prevention and rapid rehousing	Non-Housing Community Development Prevent, prepare, and respond to COVID-19	ESG: \$898,375
Public Services for low-income families	Senior and youth scholarships and public safety services	Non-Housing Community Development	CDBG: \$1,578,886

Table 2.b - 1-Year 2022 Budget

Goal	Description	Category	2022 Source/ Amount
Affordable Rental Housing Development	Single family acquisition rental rehabilitation and multi-family rental development	Affordable Housing	HOME: \$2,809,347 CDBG: \$1,296,757
CDBG and HOME Program Administration	Program administration	Administration	CDBG: \$361,502 HOME: \$75,888
Fair Housing Services	Fair housing and tenant and landlord mediation services	Affordable Housing	CDBG: \$37,500
Homeless Assistance	Homelessness prevention and rapid rehousing	Non-Housing Community Development Prevent, prepare, and respond to COVID-19	ESG: \$179,126
Public Services for low-income families	Senior and youth scholarships and public safety services	Non-Housing Community Development	CDBG: \$299,251

Table 3.c - Cumulative and 1-Year Accomplishments

Goal	Indicator	Unit of Measure	Strategic Plan: 2020-2024			Annual Outcomes: 2022		
			Expected (2020-2024)	Actual (2020-2022)	Percent Complete	Expected	Actual	Percent Complete
Affordable Housing Preservation	Homeowner Housing Rehabbed	Household Housing Unit	100	30	19%	0	11	0%
Affordable Rental Housing Development	Rental units constructed	Household Housing Unit	22	8	36%	11	0	0%
	Rental units rehabbed	Household Housing Unit	7	9	129%	2	6	300%
City of Fontana CDBG and HOME Program Admin	Other	Other	5	3	30%	1	1	100%
Fair Housing Services	Other	Other	450	864	192%	90	85	94%
Homeless Assistance	TBRA / Rapid Rehousing	Households Assisted	250	6	2%	6	6	100%

Goal	Indicator	Unit of Measure	Strategic Plan: 2020-2024			Annual Outcomes: 2022		
			Expected (2020-2024)	Actual (2020-2022)	Percent Complete	Expected	Actual	Percent Complete
	Homelessness Prevention	Persons Assisted	500	210	42%	116	118	101%
Public Services for low-income families	Public service activities other than LMI Housing Benefit	Persons Assisted	100,000	177,861	177%	2,200	59,230	2,692%

Table 4.d – CDBG-CV and ESG-CV Goals and Accomplishments

Goal	Indicator	Unit of Measure	Strategic Plan: 2020		
			Expected	Actual (2020-2022)	Percent Complete
COVID-19 Response	Public service activities other than LMI Housing Benefit	Persons Assisted	200	266	133%
	Tenant-based rental assistance (TRBA) / Rapid Rehousing	Households Assisted	5	7	140%
	Homeless Person Overnight Shelter	Persons Assisted	1175	198	67%

	Homelessness Prevention	Persons Assisted	300	323	207%
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DRAFT

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2020-2024 Consolidated Plan identified seven high priority goals of the city. During the 2022-2023 program year the city made progress toward meeting these goals while working in an environment which continues to be impacted by the effects of the pandemic.

Preservation of the supply of affordable housing, specifically existing affordable housing stock occupied by low- and moderate-income households, was achieved through the city's housing rehabilitation programs. In program year 2022-2023, the housing rehabilitation programs rehabilitated 11 housing units.

The city worked to **expand the supply of affordable housing** in partnership with housing developers. CDBG and HOME funds may be leveraged in support of the development of new rental housing units affordable to households earning less than 30, 60, or 80 percent of Area Median Income (AMI), including units reserved for residents with special needs. In addition, the City may use CDBG and HOME funds to acquire and rehabilitate existing single family and multi-family housing units to increase the supply of affordable rental housing for its lower-income households. In program year 2021, CDBG funds were leveraged to acquire and rehabilitate six single family homes which were affordable to low- and moderate-income households. The Courtplace Apartment Project continues to make progress. It is anticipated this project will bring 11 new units of affordable housing to market the 2024-2025.

Ensuring equal access to housing opportunities by affirmatively furthering fair housing choice through the provision of fair housing education, counseling, anti-discrimination, and landlord-tenant mediation services is a high priority goal for the city. In program year 2022-2023 Inland Fair Housing & Mediation Board served 85 low- and moderate-income residents of Fontana.

Prevention and elimination of homelessness is a high priority goal for the city. Fontana supports a continuum of services to prevent and eliminate homelessness including but not limited to homeless prevention programs, emergency shelter and transitional housing. In program year 2022-2023 homeless prevention services were provided to 124 people.

Providing a range of public services to low-income residents to prevent homelessness and ameliorate the effects of poverty is a high priority to the city. Through the 2022 public safety program CDBG funds supported the City's Multiple Enforcement Team (MET), which provided a balanced approach in traditional law enforcement services, along with conducting outreach, education and providing resources to the homeless population. The MET worked directly with the homeless to reduce crime relating to homelessness, calls for service, resources to medical professionals and city staff. The City also provided funding for the recreational scholarship program which benefitted 191 low-income seniors and 2 youth.

Improving city public facilities and infrastructure to benefit low- and moderate-income residents or those presumed under HUD regulations to be low- and moderate-income such as

the elderly and disabled adults is a high priority goal. Infrastructure projects have a long ramp up period. Funds were not allocated in the 2022-2023 program year.

In program year 2022-2023 the city continued efforts to **prevent, prepare and respond to COVID-19** through on-going CDBG-CV and ESG-CV funded programs.

CDBG-CV funded the Emergency Housing Assistance Program which provided subsistence payments in the form of rent and mortgage relief to low- and moderate-income households. This program was funded with \$1,973,988 in program year 2020-2021. In 2020-2021, 151 households were assisted; in 2021-2022, 66 households; and in 2022-2023, 33 households were assisted. Due to the declining rate of need for this type of assistance \$340,000 in CDBG-CV funds were reallocated from the Emergency Housing Assistance Program to the Hotel/ Motel Voucher homeless services operations program. In program year 2022-2023, 14 households were assisted by the Hotel/ Motel Voucher program. ESG-CV funded programming included street outreach, shelter, homeless prevention, rapid re-housing, data collection, and administration. The city allocated \$2,343,005 to these activities in program year 2020-2021. In program year 2022-2023, these accomplishments were achieved:

- Emergency shelter to 62 people,
- Homelessness prevention to 183 people,
- Rapid re-housing served a total of 2 people,
- Street outreach which served 99 people, and
- Rehab of a temporary emergency shelter.

CR-10 - Racial and Ethnic composition of families assisted**Describe the families assisted (including the racial and ethnic status of families assisted).****91.520(a)****Table 5 – Table of assistance to racial and ethnic populations by source of funds**

Race	CDBG	HOME	ESG
White	127		64
Black or African American	39		60
Asian	10		0
American Indian or American Native	2		0
Native Hawaiian or Other Pacific Islander	0		0
Total	178	0	124
Hispanic	124		80
Not Hispanic	96		44
Total	220	0	124

Narrative

Table 2 provides an aggregate of race and ethnicity data for the combined number of people, families, households or housing units reported as complete during the program year based on accomplishment data from all CDBG, HOME, and ESG activities reported in HUD's Integrated Disbursement and Information System (IDIS). Based on this information, an array of persons, families, households or housing unit occupants benefitted from CDBG, HOME, or ESG funded housing, and public service projects during the program year. It should be noted that 24 CDBG participants identified as other, 16 as Black/ African American and White; and two as American Indian/ Alaska Native and Black/ African American.

CDBG-CV served a total of 47 individuals. The racial and ethnic composition of those served is as follows: White (26 individuals); Black or African American (13 individuals); Asian (2 individuals); Black/ African American and White 1 Other multi-racial (5 individuals); Hispanic (22 individuals).

ESG-CV served a total of 346 individuals. The racial and ethnic composition of those served is as follows: White (187 individuals); Black or African American (29 individuals); Asian (2 individuals); American Indian or American Native (3 individuals); Native Hawaiian or Other Pacific Islander (125 individuals); Hispanic (76 individuals); and Non-Hispanic (124 individuals).

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Table 3 - Resources Made Available

Source of Funds	Resources Made Available (\$)	Amount Expended During Program Year (\$)
CDBG	\$2,199,833.47	\$2,181,644
HOME	\$2,885,235	\$39,002
ESG	\$179,126	\$167,038
CDBG-CV	\$2,467,484	\$200,805
ESG-CV	\$2,343,005	\$450,517

Narrative

The federal, state, local and private resources available for the implementation of projects during the 2022-2023 program year are identified in **Table 3**. The CDBG resources included \$1,995,010 in formula grant funds, \$119,883 in previously unallocated resources, and \$84,940 in program income. The HOME resources included \$758,888 formula funds and \$2,030,486 in prior year resources for a total of \$2,030,486. The ESG resources included \$179,126 in formula funds.

The City is prioritizing the investment of HOME funds in support of the Courtplace Apartment project that it is anticipated will expand the supply of affordable housing by 11 units available to 30%, 60%, and 80% AMI households. Significant HOME funds are available to finance this project, which is anticipated to be completed in fiscal year 2024-2025.

In FY2022 all ESG funds were allocated to homelessness prevention and rapid rehousing. The 60 percent threshold for street outreach and emergency shelter was not crossed.

To prevent, prepare for and respond to the coronavirus, the City received a total of \$2,467,484 in CDBG-CV funds and \$2,343,005 in ESG-CV funds. A total of \$5,264,194 of CDBG, HOME, ESG, funds was available for projects in the 2022-2023 Program Year.

Identify the geographic distribution and location of investments

Table 4 – Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	85%	85%	Public services mostly serve low- and moderate-income areas.
Low- and Moderate-Income Areas	10%	12%	There were no capital projects in the program year. Only the public safety program was restricted to low- and moderate-income areas.

Narrative

The actual percentages of allocation in the table above reflect the City's CDBG formula allocation excluding the City's planned administrative costs. For Program Year 2022-2023, the City identified one activity to exclusively benefit its low- and moderate-income areas. That was its public safety program to which \$240,000 was allocated. This amounted to 1 percent of the City's CDBG allocation not including program administration or CV funds.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

In planning and implementing all HUD funded activities, the City regularly works to identify and leverage other funding streams to maximize the impact of the CDBG, HOME, and ESG activities. Cities receiving HOME Program funds are generally required to provide a HOME match of 25% of their annual allocation. The City of Fontana has qualified for a HOME match reduction of 100% due to COVID-19. Therefore, the City is not required to provide any match as part of the HOME Program. The ESG program requires a dollar-for-dollar match requirement. The City of Fontana requires its ESG subrecipients to meet the match requirement. This is done through a mix of cash and in-kind match as allowed under 24 CFR Part 576. In accordance with State law and local priority, the City consistently looks to leverage state and locally owned property to achieve its annual goals.

Table 5 – Fiscal Year Summary - HOME Match Report

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	\$18,305,025
2. Match contributed during current Federal fiscal year	\$0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	\$0
4. Match liability for current Federal fiscal year	\$0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	\$18,305,025

Table 6 – Match Contribution for the Federal Fiscal Year

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contrib .	Cash (non-Federal sources)	Forego ne Taxes, Fees, Charge s	Apprais ed Land/R eal Propert y	Requir ed Infra-structu re	Site Prep., Const. Material s, Donate d labor	Bond Financi ng	Total Match
None	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Table 7 – Program Income

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period	Amount received during reporting period	Total amount expended during reporting period	Amount expended for TBRA	Balance on hand at end of reporting period
\$95,861	\$1,676	\$0	\$0	\$97,538

HOME MBE/WBE report

The City has a policy that requires formal outreach to minority and women-owned businesses as part of the City's HOME Program. It is an integral part of the City's contracting practices. All developers funded by the City make a good faith effort to outreach to minority- and women-owned businesses, when soliciting goods and services to support CDBG-funded projects or activities. Minimal HOME funds were expended during Program Year 2022-2023, therefore, there were no MBE/WBEs beneficiaries during the Program Year.

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

Table 8 – Minority Business and Women Business Enterprises

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	0	0	0	0	0	0
Dollar Amount	\$0	\$0	\$0	\$0	\$0	\$0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	\$0	\$0	N/A	\$0	\$0	\$0
	Total	Women Business Enterprises		Male		
Contracts						
Number	0	0		0		
Dollar Amount	\$0	\$0		\$0		
Sub-Contracts						
Number	0	0		0		
Dollar Amount	\$0	\$0		\$0		

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

Table 9 – Minority Owners of Rental Property

	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	\$0	\$0	\$0	\$0	\$0	\$0

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

Table 10 – Relocation and Real Property Acquisition

Parcels Acquired	0	\$0
Businesses Displaced	0	\$0
Nonprofit Organizations Displaced	0	\$0
Households Temporarily Relocated, not Displaced	0	\$0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	\$0	\$0	\$0	\$0	\$0	\$0

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Table 11 – Number of Households

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	50	0
Number of non-homeless households to be provided affordable housing units	13	17
Number of special-needs households to be provided affordable housing units	0	0
Total	63	17

Table 12 Number of Households Supported

	One-Year Goal	Actual
Number of households supported through rental assistance	50	0
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	11	11
Number of households supported through the acquisition of existing units	2	6
Total	63	17

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

City staff, subrecipients and contractors continued to be impacted by the pandemic and global issues far beyond local control. While workflows and access to clientele normalized some, labor and material costs continue to be impacted by limited supply. City staff and partners' efforts were focused on assisting the community to prevent, prepare and respond to the coronavirus and expand opportunity for low- and moderate-income residents.

According to the one-year goals in the 2022 Action Plan the City forecasted providing affordable housing to 63 low- and moderate-income households. Due to the pandemic HOME projects timelines have been delayed about a year. The anticipated 11 units from the Courtplace Apartment projects will likely be pushed out to fiscal year 2024-2025.

In the 2022-2023 Annual Action Plan the City forecast ESG would provide rental assistance to 50 households. In the 2020-2021 Annual Action Plan the City forecast ESG-CV would provide rental

assistance to 60 households, and CDBG-CV would provide emergency housing assistance (rental and mortgage) to 200 households. In FY2022, 33 households received rental assistance through CDBG-CV.

Discuss how these outcomes will impact future annual action plans.

The City will continue to work to make affordable housing and programming resources available to low and moderate income households and those at-risk of and experiencing homelessness. Progress will continue to be made on the Courtplace project which will bring on 11 new units of affordable housing.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Table 13 – Number of Families or Households Served

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	194	-
Low-income	6	-
Moderate-income	11	-
Total	211	-

Narrative Information

The table above (Table 13) includes the CDBG funded owner-occupied rehab, acquisition rehab and scholarship programs. To address what HUD defines as “worst case housing need” – low-income residents who pay more than 50 percent of their income for housing costs—the City provided funds in the 2022-2023 Action Plan through the ESG, ESG-CV and CDBG-CV programs to provide rental, mortgage and utility assistance to low- and moderate-income households – including those who are defined as experiencing worst case housing needs and hotel/ motel vouchers to those experiencing homelessness. Subsistence payments assisted 6 extremely low-income, 8 low-income, and 19 moderate-income residents. Homeless operations support in the form of hotel/ motel vouchers funded with CDBG-CV assisted 14 extremely low-income households. Further, the City continues to pursue the development of additional low- and moderate-income housing opportunities through the CDBG, HOME and other federal and state programs.

Through all programs, the City ensures that assistance is targeted and made available to individuals experiencing disabilities to ensure they have equal access to affordable housing programs. Where possible, homeless service providers leverage County programs for supportive housing activities and refers clients to such programs.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

To address incidences of homelessness in Fontana and to prevent extremely low-income Fontana families from becoming homeless, the City places a high priority on programs that work to prevent homelessness or rapidly connect homeless individuals with housing and supportive services. To address this need, the City has supported a continuum of services in the Fontana utilizing its ESG and ESG-CV funds, and through the San Bernardino County Continuum of Care (CoC) to prevent and eliminate homelessness; including, but not limited to, Homelessness Prevention programs, Emergency Shelter programs and transitional housing. Using ESG-CV funds, the City invested in Homelessness Prevention, Street Outreach, Emergency Shelter and Rapid Re-Housing programs directly and through the Water of Life, which served a total of 346 persons in the 2021-2022 program year.

In 2022 the San Bernardino Office of Homeless Services orchestrated the first homeless Point-in-Time (PIT) count since 2020. The Office of Homeless Services was granted an exception by HUD to not complete PIT Homeless count in 2021, due to health and safety concerns coupled with those about accuracy. Since 2020 the number of people experiencing unsheltered homelessness increased 28 percent from 116 to 149, while the number of people experiencing sheltered homelessness in the City increased from zero to 7. The increase in sheltered homelessness is likely a reflection of ESG-CV emergency shelter hotel/ motel vouchers.

Addressing the emergency shelter and transitional housing needs of homeless persons

The ultimate solution to ending homelessness is transitional and permanent housing closely aligned with supportive services that ensure housing stability can be maintained. However, because the demand for affordable housing far outpaces the region's supply, the CoC continues to rely on its emergency and transitional housing system to address the immediate needs of San Bernardino County's homeless population.

The City of Fontana, through its ESG, ESG-CV, and CDBG-CV allocation, funded the Water of Life Homelessness Prevention Programs, the City's Hotel/ Motel Voucher Program; the Social Work Action Group's (SAWG) Street Outreach Program, and the acquisition of a property that will serve as a temporary emergency shelter operated by Water of Life. In addition, the City supported the efforts of the San Bernardino County Continuum of Care (CoC) and its member organizations that address homelessness. As described earlier, the City supported local nonprofit agencies who provide emergency rental assistance and housing counseling to low- and moderate-income residents to prevent homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

During Program Year 2022-2023, the City connected chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth with available resources through the San Bernardino County CoC, which is comprised of a network of public, private, faith-based, for-profit, and non-profit service providers who utilize several federal, state and local resources to provide services for homeless people. The goal was to help unsheltered homeless persons make the transition to permanent housing and independent living, including shortening the period that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units.

To supplement HUD-funded efforts, the City supports the collaborative work of Social Work Action Group (SWAG) and Community Outreach and Support Team (COAST) which connect those experiencing homelessness with housing and needed services to enable them to exit their life on the street. SWAG focuses on case management, while COAST focuses on street engagement. The cost of these programs was funded in part by the City's Permanent Local Housing (PLHA) allocation and other non-federal funds.

The nonprofit and faith-based communities play a key role in the current CoC system. Hundreds of agencies throughout the County provided programs ranging from feeding the homeless on the street to creating permanent supportive housing opportunities. These services were available to homeless families with children, and single men and women. The nonprofit and faith-based community also served special needs populations, such as victims of domestic violence, veterans, the disabled and youth.

The City provided ESG and ESG-CV funds to Water of Life to prevent individuals and families who were recently homeless from becoming homeless again and to prevent individuals and families who are at risk of homelessness from experiencing it. This assistance helped low- and moderate-income individuals and families who were currently housed but faced circumstances beyond their control that made it infeasible to stay current on their rent. Additionally, Water of Life aids through a Hotel-Motel Voucher system for low- and moderate-income individuals that do not currently have housing.

The City of Fontana funds the Inland Fair Housing and Mediation Board to provide fair housing, tenant/landlord mediation and legal services for residents through attorney consultations and preparation of legal documents for the residents to represent themselves in family law and landlord/tenant actions. Some of these services are provided to prevent undue evictions that could lead to homelessness.

The Housing Authority of the County of San Bernardino provides Section 8 rental assistance to extremely low- and very low-income households located within the City limits. The Section 8 program gives priority to households that are at risk of becoming homeless or currently residing in inadequate housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The San Bernardino County CoC Ten-Year Plan to End Homelessness included a goal to more rapidly identify and assess people experiencing homelessness. The CoC is working with 2-1-1 to create a Coordinated Entry System (CES) for persons at risk or experiencing homelessness within the CoC. The activities include street outreach, a universal assessment, intake, referrals and transportation to resources. The CES will include a database, housed in the Homeless Management Information System (HMIS), using real time data entry to match clients to appropriate service providers. Collectively these strategies minimize duplication of effort and better connect the most vulnerable individuals and families, chronically homeless, and people at risk of becoming homeless to appropriate resources.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Fontana Housing Authority was formed in 1994 under State of California Housing Authority Law to actively improve existing neighborhoods and develop affordable housing opportunities using local, state and federal resources. The Fontana Housing Authority does not administer a Section 8 Program and does not own HUD Public Housing; however, the City is within the service area of the Housing Authority of the County of San Bernardino (HACSB) for the purposes of Section 8 and Public Housing.

The HACSB currently manages an active portfolio of 8,689 tenant-based and project-based Section 8 Moving to Work Housing Choice vouchers serving 20,106 individuals. Of the 20,106 individuals, 12,603 are adults (including 3,643 seniors) and 7,503 are children. There is still a great need in Fontana for additional subsidized housing with nearly 1,140 applications from Fontana families on the waiting list. Currently, there are 681 families Countywide receiving tenant-based rental assistance, while 98 families are receiving project-based rental assistance.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HACSB has continued to encourage residents to be actively involved in the community and in the management of public housing developments through resident councils and numerous opportunities for feedback such as community meetings and surveys. HACSB and the City of Fontana also continue to actively encourage and promote public housing residents to explore homeownership opportunities and programs through HACSB's Homeownership Assistance Program targeted at current Public Housing Authority (PHA) residents. HACSB also encourages and supports residents in participating in homebuyer counseling programs and recommends residents use the family self-sufficiency escrow account to save money towards homeownership.

Actions taken to provide assistance to troubled PHAs

Not applicable. HACSB is considered a High Performing PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing are distinguished from impediments to fair housing choice in the sense that barriers are lawful and impediments to fair housing choice are usually unlawful.

The primary barriers to affordable housing in Fontana continue to be housing affordability and the lack of monetary resources necessary to develop and sustain affordable housing. The two barriers are related in the sense that demand for affordable housing exceeds the supply and insufficient resources are available to increase the supply of affordable housing to meet demand. Fontana continues to deal with the ramifications of the State of California's elimination of local Redevelopment Agencies which were a crucial resource for the development and preservation of affordable housing. This was the most significant public policy change impacting affordable housing and residential investment. While there are mechanisms whereby certain affordable housing assets tied to the former Redevelopment Agencies may be utilized today, these resources are finite and scarce. Although the City no longer has access to Redevelopment Housing Set-Aside funds, the City will continue to leverage its CDBG and HOME funds to attract private and other available public resources, including land conveyed to the City for the purpose of affordable housing, to facilitate affordable housing development. This strategy will increase the supply of affordable housing and preserve existing affordable housing in the City.

To address housing affordability and the lack of monetary resources for affordable housing, the Strategic Plan of the 2020-2024 Consolidated Plan called for the investment of a significant portion of CDBG and HOME funds for the construction of 20 new affordable rental housing units, seven rental units acquired and rehabbed and the preservation of 100 existing affordable housing units. From fiscal year 2020 through 2022 eight units have been constructed, nine units have been acquired and rehabilitated, and 30 affordable housing units have been preserved.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state and other local sources, the high cost of housing that is not affordable to low-income people and the lack of availability of home improvement financing in the private lending industry. To address these obstacles, the City invested CDBG, CDBG-CV, ESG and ESG-CV funds in Program Year 2021-2022 in projects that provide grants to low- and moderate-income homeowners and renters for emergency mortgage and rent assistance, projects that provide public and neighborhood services to low- and moderate-income people and those with special needs, and projects that prevent homelessness. To address underserved needs, the City allocated 100 percent of its non-administrative CDBG and 100 percent of its HOME investments in Program Year 2021-2022 to projects and activities that benefit low- and

moderate-income people.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the rehabilitation of housing units built prior to January 1, 1978 included a lead-based paint testing and risk assessment process. When lead-based paint was identified, the City ensured that developers and contractors incorporate safe-work practices and depending on the level of assistance, abate the lead-based paint as part of the scope of work to effectively reduce lead-based paint hazards to children in accordance with 24 CFR Part 35.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City's CDBG-CV and ESG-CV maintained safe and adequate housing for many residents. In addition to these local efforts, mainstream state and federal resources also contributed to reducing the number of individuals and families in poverty. Federal programs, such as the Earned Income Tax Credit and Head Start, provide pathways out of poverty for families who are ready to pursue employment and educational opportunities. Additionally, in California, the primary programs that assist families in poverty are CalWORKS, CalFresh (formerly food stamps) and Medi-Cal. Together, these programs provided individuals and families with employment assistance, subsidy for food, medical care, child-care and cash payments to meet basic needs such as housing, nutrition and transportation. Other services are available to assist persons suffering from substance abuse, domestic violence and mental illness.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional delivery system in Fontana is high-functioning and collaborative—particularly the relationship between local government and the nonprofit sector comprised of a network of capable nonprofit organizations that are delivering a full range of services to residents. Strong City departments anchor the administration of HUD grant programs and the housing, community and economic development activities that are implemented by the City.

To support and enhance the existing institutional structure, the City of Fontana continued to collaborate with affordable housing developers and nonprofit agencies receiving CDBG and HOME funds through the 2022-2023 Action Plan to ensure that the needs of low- and moderate-income residents were met as envisioned within the 2020-2024 Consolidated Plan - Strategic Plan.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

To enhance coordination between public and private housing and social service agencies, the City continued consulting with and inviting the participation of a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents in Fontana—particularly in the low-and moderate-income areas.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

During Program Year 2022-2023, the City of Fontana Housing Department and the Inland Fair Housing and Mediation Board affirmatively furthered fair housing choice. The City is following the recommendations laid out in the prior Analysis of Impediments to Fair Housing (AI). As explained in the most recent AI conducted in 2020, the will City continue to address the previous impediments even though progress has been made. No new impediments were identified in the 2022-2023 Program Year.

Impediment: Lending Practices: Discrimination by Race

The previous AI revealed that loan approval rates were generally higher in 2009 for Asians (55%) and Whites (55%) than for Hispanics (48%) and African Americans (40%) in the City. According to the 2020-2024 Analysis, the approval rate in 2017 has increased substantially for all groups to include 65% for African Americans, 79% for Whites, 74% for Asians and 76% for Hispanics, although showing a decline for all group since 2015.

Action: The City is working with Inland Fair Housing and Mediation Board (IFHMB) to provide written outreach to lending institutions regarding the City commitment to eliminate racial discrimination in lending patterns; to encourage attendance of all staff at IFHMB workshops; and to provide flyers regarding FTHB education, including IFHMB FAQ on the City website. IFHMB is continuing to offer Fair Housing education as part of the FTHB courses; as well as provide outreach regarding IFHMB programs targeted to census blocks identified by City staff.

IFHMB staffed a fair housing workshop at the Fontana Senior Center in October 2019 that provided information about fair housing laws and the duty to affirmatively further faith housing. As a result of continuing education efforts, the City did not identify any neighborhoods where it believes disparate lending patterns exist. There were no reports of any significant HMDA data findings for IFHMB to further investigate and enforce. However, IFHMB and the City will continue to work together to ensure that the City continues to meet their obligations to affirmatively further fair housing under the Fair Housing Act.

Impediment: Discrimination against Persons with Disabilities

Based on an increase in complaints to the fair housing service provider, the previous AI noted that there was a lack of understanding and sensitivity of the fair housing rights of the disabled by the housing industry. Half of the fair housing complaints were from those with disabilities.

Action: The City is working with IFHMB to provide recommendations of properties believed to be discriminatory in their practices as information is received; facilitate accessibility reviews of multi-family properties; and distribute design and construction information to all who inquire about building permits. IFHMB is continuing to focus investigation efforts on tips and complaints regarding disability; review properties built within the last five years for accessibility compliance; and provide the City with literature regarding the Fair Housing Act seven design and construction requirements.

Over 4,000 Fair Housing and Accessibility Brochures were distributed within the City of Fontana during the program year. IFHMB has received federal funding to do accessibility testing for the seven design and construction requirements of the Fair Housing Act. IFHMB will continue to seek and identify properties to conduct such design and construction testing and will follow-up with developers and the City as appropriate.

Impediment: Lack of Awareness of Fair Housing Laws

There was a general lack of knowledge in the community of fair housing rights and responsibilities.

Action: The City is continuing to work with IFHMB to provide opportunities for conducting Fair Housing workshops in the City and providing IFHMB outreach materials as a part the City newsletter and utility bill mailings. IFHMB is continuing to collaborate with local realtors; providing recurring education to members of the Inland Valleys Association of Realtors; offering no-cost Fair Housing workshops; and developing a fair housing FAQ for the City website.

The City has a fair housing link to the Services page of the City of Fontana website, as well as on the Housing Authority page. IFHMB participated in providing fair housing material at several community events including a City meeting with local community-based organizations, Citrus Head Start Resources Fair, a Housing Rights and Responsibilities workshop and Health Resources Fair at the Fontana Senior Center. IFHMB released cable bulletins via the City Community Channel for recruiting testers, familial status, general housing discrimination and domestic violence at various times during the program year. Over 4,000 brochures on fair housing were distributed during the period between July 1, 2019 and June 30, 2020 in various apartments, nonprofit organizations, public offices, and local stores in the City of Fontana. IFHMB will continue its efforts to work with the City on addressing awareness of fair housing laws and affirmatively further fair housing.

Impediment: Transit Access

The elderly and low-income are dependent upon public transportation. The AI identified two underserved areas of the City: 1) Falcon Ridge/Summit Avenue Job Center; 2) Southwest Industrial Job Centers.

Action: The City has worked with Omni Trans to provide a bus route with new stops in the Northern areas of the City (Route 82: Rancho Cucamonga-Fontana-Sierra Lakes). The City of Fontana continues to work with Omni Trans on bus routes throughout Fontana. That process includes evaluating current and potentially future lines (based upon anticipated development). The current priorities include identifying locations for the installation of bus turnouts and bus shelters. Future Omni Trans services will be dictated by both demand (ridership) and by new single-family development (in both Central and North Fontana).

Impediment: Reasonable Accommodations

The AI noted that much of the housing stock in Fontana was built before accessibility standards were enacted. Modifications to these units may be needed to allow access by a person with disabilities. The City requires a variance to install features to accommodate persons with disabilities that may be prohibitive to many lower income persons.

Action: A request for a fee deferral or cost reduction for securing a minor variance for projects that include reasonable accommodation improvements is under consideration by the City. Until a revision can be made to the City Development Code, an internal memo has been distributed to all Housing and Planning staff regarding the City process for waiving minor variance fees for applications that include reasonable accommodation improvements. A statement on the City reasonable accommodation policy has been made available to the public.

Impediment: Multi-Family Civil Rights Compliance

According to the City Section 109 Voluntary Compliance Agreement, the City must examine Federal and contractual civil rights compliance requirements on all City-owned multi-family residential properties.

Action: The City is working with IFHMB to review all civil rights compliance requirements and current affirmative marketing plans; and to show what efforts have been undertaken to accomplish the identified impediments, including any updates to the civil rights compliance requirements to date. The City provided IFHMB with an update on City-owned housing in Fall 2019 as part of updating its Analysis of Impediment to Fair Housing during the 2020-2024 Consolidated Plan.

Impediment: North Fontana Affordable Multi-Family Development

According to the Voluntary Compliance Agreement, the City must examine opportunities for the creation of new affordable multi-family housing to be distributed equitably throughout the City, particularly in North Fontana.

Action: The City continues to actively seek developers for areas zoned multifamily housing and continues to preserve the zoning designation of such areas in Northern Fontana. The City adopted the Westgate Master Plan in North Fontana, which included several key properties to be set aside for multifamily housing developments. The City's Courtplace Apartment project has been delayed, but is still anticipated to be completed in the following 2024-2025 Program Year.

Impediment: Lack of Awareness of Housing Services and Facilities in the City

According to the Voluntary Compliance Agreement, the City must publish and distribute a brochure written in Spanish which describes housing services and facilities within the City.

Action: The City has information regarding discrimination and fair housing laws available on their website, along with contact information and office hours for IFHMB Ontario office and all the IFHMB services are available in both English and Spanish during all office hours.

Impediment: Transitional and Supportive Housing

State law requires cities to identify adequate sites, appropriate zoning, development standards and a permitting process to facilitate and encourage development of transitional and permanent supportive housing. The City Zoning Ordinance does not currently provide such zoning and development standards.

Action: On October 28, 2014, the City enacted Ordinance 1708, which established an Emergency Shelter Overlay District in Light Industrial land use designations.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To ensure CDBG, ESG, HOME, CDBG-CV, and ESG-CV funds were used efficiently and in compliance with applicable regulations, the City provided technical assistance to all subrecipients at the beginning of the program year and monitored the progress of its subrecipients throughout the program year.

Technical Assistance

To enhance compliance with federal program regulations, the City provides an annual Notice of Funding Availability (NOFA) workshop to review the Plan goals, program requirements and available resources with potential applicants. Subsequent to approval of the Annual Action Plan, City staff reviews program regulations in detail with any subrecipients and City Departments to provide useful forms and resources for documenting compliance and to review the City's compliance procedures and requirements. Additionally, individualized technical assistance is provided on an as-needed basis throughout the program year.

Activity Monitoring

All activities are monitored, beginning with a detailed review upon receipt of an application to determine eligibility, conformance with a National Objective and conformance with a Plan goal. This review also examines the proposed use of funds, eligibility of the service area, eligibility of the intended beneficiaries and likelihood of compliance with other federal requirements such as the National Environmental Policy Act, the System for Award Management (SAM) debarment list, prevailing wage, Minority and Women Business Enterprise, Section 3 and federal acquisition and relocation regulations, as applicable.

Subrecipients are required to submit an audit and other documentation to establish their capacity, and any findings noted in the audit are reviewed with the applicant. Eligible applications are then considered for funding. Once funded, desk monitoring includes ongoing review of required quarterly performance reports. For CDBG public service and ESG activities, an on-site monitoring is conducted once every two (2) years, or more frequently as needed to ensure compliance. These reviews include both a fiscal and programmatic review of the subrecipient's activities. The reviews determine if the subrecipient is complying with the program regulations and City contract. Areas routinely reviewed include overall administration, financial systems, appropriateness of program expenditures, program delivery, client eligibility determination and documentation, reporting systems, and achievement toward achieving contractual goals. Following the monitoring visit, a written report is provided delineating the results of the review and any findings of non-compliance and the required corrective action. Subrecipients and City departments normally have 30 days to provide the City with corrective actions taken to address any noted findings. Individualized technical assistance is provided, as noted above, as soon as compliance concerns are

identified. For CDBG capital projects, monitoring also includes compliance with regulatory agreement requirements. For HOME funded activities, annual monitoring is undertaken to ensure that for renter occupied units, household income, rents and utility allowances are in compliance with applicable limits pursuant to the affordability covenant. For ownership units, annual monitoring of occupancy is conducted throughout the affordability period.

For the HOME-funded activities, annual monitoring is undertaken to ensure that for renter-occupied units, household income, rents and utility allowances are in compliance with applicable limits pursuant to the affordability covenant. For ownership units, annual monitoring of occupancy is conducted throughout the affordability period.

The following is a list of the rental units that were monitored in calendar year 2021. Extensive technical assistance was provided to all the apartment owners and managers in 2018 regarding incomes, rent levels and lease provisions. All properties were found to be in compliance. Field audits were conducted seven properties shown below.

Property Name	Inspection/ Audit Date
Sierra Fountains	2/2023
Hillcrest	2/2023
Toscana	3/2023
Siena	4/2023
Date Street	4/2023
Ceres Ave Phases I & III	6/2023

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City adopted Citizen Participation Plan, a public notice was published in the San Bernardino Sun, Press Enterprise, and El Chicano in English and in Spanish on August 24, 2023, notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 15-day public review and comment period. A copy of the public notices is included in Appendix A. The draft CAPER is made available on the City website and posted publicly.

A public hearing before the City Council will be held on Tuesday, September 12, 2023, to solicit comments from residents and interested parties. No written comments were received. Six oral comments were delivered. A summary of oral comments is included in Appendix B.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

In the 2022-2023 program year, the City provided CDBG-funded public services. The City's CDBG Fair Housing program served 85 unduplicated individuals. The City's Public Safety Program served 59,140 individuals. The housing assistance program supported 33 low- and moderate-income households to remain safe and in their homes during the pandemic and the hotel/ motel voucher program provided emergency shelter to 14 households experiencing homelessness.

Program year 2022-2023 is the third year of the five-year 2020-2024 Consolidated Planning cycle. High priority needs identified in the Consolidated Plan – Strategic Plan reflect Fontana's community. Future expenditures will impact these strategies.

As described in the CR-05 (Goals and Outcomes) section, the City made two non-substantial and a substantial amendments its Annual Action Plan during the program year. These non-substantial amendments were to address a minor budget modifications, while the substantial amendment was to approve the City's HOME ARP Plan. A substantial amendment was made to the 2020 Action Plan to address the ESG-CV round 3 allocation.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Maintaining HOME-assisted affordable housing is a high priority. During the 2022-2023 Program Year, the City inspected the HOME-assisted properties listed below to determine compliance with the housing codes and other applicable regulations. Where any deficiencies existed, the property owner and property management were notified to make repairs and City staff followed up to ensure completion.

The following is a list of the rental properties that were monitored in calendar year 2022-2023. All units were found to be in compliance. The City conduct field audits for # complexes listed below.

Property Name	Inspection/ Audit Date
Sierra Fountains	2/2023
Hillcrest	2/2023
Toscana	3/2023
Siena	4/2023
Date Street	4/2023
Ceres Ave Phases I & III	6/2023

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The City certified it made effort to affirmatively further fair housing as a participating jurisdiction that received HOME Program funds. The City used CDBG funds to promote fair housing by contracting with the Inland Fair Housing and Mediation Board to provide a variety of fair housing services.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

According to the PR-09 report for the HOME program, \$1,676 of HOME program income was receipted during Program Year 2022-2023 and will be committed for the next City HOME project in the next Program Year.

Describe other actions taken to foster and maintain affordable housing. 91.220(k)

The City of Fontana funds the Inland Fair Housing and Mediation Board to provide fair housing, tenant/landlord mediation and legal services for residents through attorney consultations and preparation of legal documents for the residents to represent themselves in family law and landlord/tenant actions. Some of these services are provided to prevent undue evictions that could lead to homelessness.

The Housing Authority of the County of San Bernardino provides Section 8 rental assistance to extremely low- and very low-income households located within the City limits. The Section 8 program gives priority to households that are at risk of becoming homeless or currently residing in inadequate housing.

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in e-snaps

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	FONTANA
Organizational DUNS Number	058728630
EIN/TIN Number	956004770
Identify the Field Office	LOS ANGELES
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	San Bernardino City & County CoC

ESG Contact Name

Prefix	Mrs.
First Name	Valerie
Middle Name	
Last Name	Gonzales
Suffix	N/A
Title	Acting Housing Development Manager

ESG Contact Address

Street Address 1	8353 Sierra Ave.
Street Address 2	N/A
City	Fontana
State	CA
ZIP Code	92335
Phone Number	(909) 350-6625
Extension	N/A
Fax Number	
Email Address	vgonzale@fontana.gov

ESG Secondary Contact

Prefix	N/A
First Name	N/A
Last Name	N/A
Suffix	N/A
Title	N/A
Phone Number	N/A
Extension	N/A
Email Address	N/A

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2022
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Program Year End Date

06/30/2023

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name: Water of Life

City: Fontana

State: CA

Zip Code: 92336

DUNS Number: 793842550

Is subrecipient a victim services provider: No

Subrecipient Organization Type: Nonprofit

ESG Subgrant or Contract Award Amount: \$165,692

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CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	142
Children	159
Don't Know/Refused/Other	0
Missing Information	0
Total	301

Table 6 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	4
Children	4
Don't Know/Refused/Other	0
Missing Information	0
Total	8

Table 7 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	44
Children	18
Don't Know/Refused/Other	0
Missing Information	0
Total	62

Table 8 – Shelter Information

4d. Street Outreach

Number of Persons in Households	Total
Adults	99
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	99

Table 9 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	289
Children	141
Don't Know/Refused/Other	0
Missing Information	0
Total	430

Table 10 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	179
Female	166
Transgender	0
Don't Know/Refused/Other	1
Missing Information	124
Total	470

Table 11 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	109
18-24	19
25 and over	218
Don't Know/Refused/Other	0
Missing Information	124
Total	470

Table 12 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households				
Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans	16	6	2	8
Victims of Domestic Violence	0	0	0	0
Elderly	40	16	1	23
HIV/AIDS	2	0	0	2
Chronically Homeless	39		4	34
Persons with Disabilities:				
Severely Mentally Ill	48	8	3	37
Chronic Substance Abuse	10	0	0	10
Other Disability	87	26	2	59
Total (Unduplicated if possible)	145	34	5	106

Table 13 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes**8. Shelter Utilization**

Number of New Units – Rehabbed	N/A
Number of New Units – Conversion	N/A
Total Number of bed - nights available	N/A
Total Number of bed - nights provided	N/A
Capacity Utilization	N/A

Table 14 – Shelter Capacity**9. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)**

The City did not directly control bed stock but provided vouchers for ESG-CV eligible individuals to stay in a hotel or motel housing unit. In FY21, the City acquired a property to serve as an emergency shelter. It is currently under rehab and is expected to be operational in FY23.

CR-75 – Expenditures**11. Expenditures****11a. ESG Expenditures for Homelessness Prevention***

	Dollar Amount of Expenditures in Program Year		
	2020	2021	2022
Expenditures for Rental Assistance	244,850	346,599	100,419
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	84,450	161,028	
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	116,158
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	0	0	
Subtotal Homelessness Prevention	\$329,300	\$507,628	\$216,577

Table 15 – ESG Expenditures for Homelessness Prevention**11b. ESG Expenditures for Rapid Re-Housing***

	Dollar Amount of Expenditures in Program Year		
	2020	2021	2022
Expenditures for Rental Assistance	3,772	6,998	55,477
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	43,199	49,934	
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	23,781
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	0	0	
Subtotal Rapid Re-Housing	\$46,972	\$56,932	\$81,993

Table 16 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2020	2021	2022
Essential Services	107,437	835,612	1,463
Operations	0	0	43,317
Renovation	0	0	97,502
Major Rehab	0	0	
Conversion	0	0	
Subtotal	\$107,437	\$835,612	\$142,301

Table 17 – ESG Expenditures for Emergency Shelter**11d. Other Grant Expenditures**

	Dollar Amount of Expenditures in Program Year		
	2020	2021	2022
Street Outreach	30,025	108,068	127,838
HMIS	15,680	18,396	26,718
Administration	14,743	37,132	617,556

Table 18 - Other Grant Expenditures**11e. Total ESG Grant Funds**

Total ESG Funds Expended	2020	2021	2022
	544,157	1,563,768	617,556

Table 19 - Total ESG Funds Expended**11f. Match Source**

	2020	2021	2022
Other Non-ESG HUD Funds	0	0	
Other Federal Funds	0	0	
State Government	0	0	
Local Government	0	0	
Private Funds	123,461	114,967	167,038
Other: Employee Salaries/Volunteer Hours	0	0	
Fees	71,894	0	
Program Income	0	0	
Total Match Amount	195,355	114,967	167,038

Table 20 - Other Funds Expended on Eligible ESG Activities**11g. Total**

Total Amount of Funds Expended on ESG Activities	2020	2021	2022
Total	739,512	1,678,735	784,594

Table 21 - Total Amount of Funds Expended on ESG Activities

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City of Fontana

2022-2023

**CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2022 THROUGH JUNE 30, 2023**

DRAFT

City of Fontana

2022-2023

**CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2022 THROUGH JUNE 30, 2023**

**APPENDIX A
IDIS Reports**

CDBG Financial Summary – PR26

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City of Fontana

2022-2023

**CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2022 THROUGH JUNE 30, 2023**

**APPENDIX B
IDIS Reports**

CDBG Financial Summary – PR26 CV

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City of Fontana

2022-2023

**CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2022 THROUGH JUNE 30, 2023**

**APPENDIX C
ESG SAGE Report**

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City of Fontana

2022-2023

**CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2022 THROUGH JUNE 30, 2023**

**APPENDIX D
Public Notices
Public Comments**

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SUMMARY OF CITIZEN PARTICIPATION COMMENTS

In compliance with the City's approved Citizen Participation Plan and implementing regulation 24 CFR 91.105, a public notice was published (see attached proof of publication) to solicit public comments from interested citizens regarding the draft 2020-2021 CAPER. The draft CAPER was made available to the general public for a period of 15 days in order to provide an opportunity for the public to review the document.

The following is a summary of Citizen Participation comments: TBD

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City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-2472

Agenda #: B.

Agenda Date: 9/12/2023

Category: Public Hearing

FROM:

Development Services

SUBJECT:

First Amendment to Disposition and Development Agreement (Arrow & Nuevo) with New Legacy Development Corp.

RECOMMENDATION:

1. Approve a First Amendment to Disposition and Development Agreement (Arrow & Nuevo) with New Legacy Development Corp.
2. Authorize the City Manager to execute any documents necessary or appropriate to execute the First Amendment to Disposition and Development Agreement (Arrow & Nuevo); and
3. Determination that the City Council's actions are exempt from the California Environmental Quality Act ("CEQA").

COUNCIL GOALS:

- To promote economic development by concentrating on job creation.
- To promote economic development by pursuing business retention, expansion, and attraction.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To promote affordable housing by construction of high-quality multi-family housing which also serves to address the affordability needs of this community.

BACKGROUND:

On July 28, 2020, the City Council of the City of Fontana adopted Resolution No. 2020-16, approving a Disposition and Development Agreement (Arrow & Nuevo) ("Agreement") between the City of Fontana ("City") and New Legacy Development Corp. ("New Legacy") regarding the disposition and development of real property located at Arrow Boulevard and Nuevo Avenue (the "Property").

New Legacy is currently in default of several provisions of the Agreement, including provisions related to the timeline for pre-construction and construction on the Property.

New Legacy has requested a First Amendment to the Agreement to allow for additional time for pre-construction and construction on the Property and to revise the provisions related to payment in lieu of sales tax for the proposed ground floor restaurant.

ANALYSIS:

The Development Services Department and New Legacy have negotiated a First Amendment to the Agreement,

which is attached as Exhibit A. The proposed amendment includes:

1. New Legacy shall pay to City \$20,000 in lieu of sales tax for the period from January 1, 2023, through November 14, 2025.
2. New Legacy shall obtain City approval of building plans by October 26, 2023.
3. New Legacy shall commence site work by November 30, 2023.
4. New Legacy shall commence vertical construction by February 2, 2024.
5. New Legacy shall complete construction and receive Certificates of Occupancy for all residential and commercial units by November 14, 2025.

FISCAL IMPACT:

Per the original agreement, effective October 1, 2021, the developer was to pay the City \$2,000 per quarter in the event retail sales had not commenced. As proposed, the amendment requires the developer to pay the City \$2,000 per quarter commencing January 1, 2023, thru November 14, 2025, thus forgiving five quarters of payments in lieu of sales tax or \$10,000, due to the impact COVID would have had on those quarters. The fiscal impact associated with the approval of this item is \$20,000 of payments in lieu of sales tax by the developer to the City.

ENVIRONMENTAL IMPACT:

On January 15, 2019, the Fontana Planning Commission determined that the project is categorically exempt from the CEQA and, therefore, no further action is required.

MOTION:

A motion to adopt staff's recommendation

FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (Arrow & Nuevo)

This FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (Arrow & Nuevo) (this “**First Amendment**”) is entered into as of _____, 2023 (the “**First Amendment Effective Date**”), by and between the City of Fontana, a California municipal corporation (“**City**”) and New Legacy Development Corp., a California corporation (“**Developer**”). The City and the Developer are sometimes referred to in this First Amendment, each individually, as a “**Party**,” or collectively, as the “**Parties**.”

RECITALS

A. The City and the Developer, entered into that certain Disposition and Development Agreement (Arrow & Nuevo) dated July 28, 2020 (the “**Agreement**”) regarding the disposition and development of the “**Property**” as such real property is more particularly described in the Agreement.

B. The Parties desire to amend the Agreement in accordance with the terms and conditions herein, and as such, adopts this First Amendment.

C. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

FIRST AMENDMENT

NOW, THEREFORE, with reference to the facts recited above and in consideration of the mutual promises set forth in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

Section 1. Section 5.3. Section 5.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.3 Payment in Lieu of Sales Tax.

Within thirty (30) days of receipt of a Certificate of Occupancy for the ground floor restaurant space, Developer shall pay to City an amount equal to twenty thousand dollars (\$20,000), which is the amount that the Parties agree is a fair estimate of the sales tax revenue that would have been generated had the schedule of performance set forth in the Original Development Agreement been complied with by the Developer. This presumes that the Certificate of Occupancy will be issued on or before November 14, 2025. Upon the commencement of business operations by the ground floor retail space, sales taxes shall be due and payable in accordance with all applicable laws. The covenant of this Section 5.3 shall run with the land of the Property and shall be enforceable against the Developer and its successors and assigns.

Section 2. Subsection 7.1.1. Subsection 7.1.1 is deleted in its entirety and replaced with the following:

7.1.1 Subject to any extensions of time provided for in this Agreement, failure or delay by any Party to timely perform any term or provision of this Agreement shall constitute an “Event of Default” under this Agreement; provided, however, that if a Party otherwise in default completely cures such default, within thirty (30) days after receipt of written notice from the injured Party specifying such default, such Party shall not be deemed to be in default under this Agreement and no Event of Default shall be deemed to have occurred.

Section 3. Subsection 7.1.4. Subsection 7.1.4 is deleted in its entirety and replaced with the following:

7.1.4. In addition to other acts or omissions of the Developer that may legally or equitably constitute a default or breach of this Agreement, the occurrence of any of the following specific events, prior to the issuance of a Certificate of Completion for the Project, shall constitute an “Event of Default” under this Agreement and shall not be subject to the notice and cure provisions included above in this Section 7.1:

Section 4. Subsection 7.1.4.9. A new Subsection 7.1.4.9 is hereby added to the Agreement as follows:

7.1.4.9 The Developer fails to complete any of the tasks described on the Schedule of Performance in a complete and competent manner, and within the times set forth on the Schedule of Performance.

Section 5. Subsection 7.4.3. A new Subsection 7.4.3 is hereby added to the Agreement as follows:

7.4.3 If legal proceedings are initiated to enforce the rights, duties, or obligations of any of the terms of this Agreement, the prevailing Party in such proceeding shall be entitled to collect its reasonable attorneys’ fees and costs from the other Party in addition to any other damages or relief obtained in such proceedings.

Section 6. Subsection 7.6.1. Subsection 7.6.1 is deleted in its entirety and replaced with the following:

7.6.1 The City hereby reserves a power of termination pursuant to Civil Code Sections 885.010, et seq., exercisable by the City, in its sole and absolute discretion, upon written notice to the Developer referencing this Section 7.6, to terminate the fee interest of the Developer in the Property and/or any improvements to the Property and revest such fee title in the City and take possession of all or any portion of such real property and improvements, without compensation to the Developer, upon the occurrence of an Event of Default as defined herein, by the Developer, following the Close of Escrow and prior to the issuance of the Certificate of Completion.

Section 7. Subsection 7.6.2. Subsection 7.6.2 is deleted in its entirety and replaced with the following:

7.6.2 The written notice set forth in Section 7.6.1 shall specify facts which constitute the Event of Default by the Developer triggering the City’s exercise of its power of termination.

Section 8. Subsection 7.6.5. Subsection 7.6.5 is deleted in its entirety and replaced with the following:

7.6.5 Should title to the Property revert in the City, upon any such resale of the Property (or any portion thereof), the proceeds to the City from such sale shall be applied as follows:

Section 9. Subsection 7.6.5.2. Subsection 7.6.5.2 is deleted in its entirety and replaced with the following:

7.6.5.2 Second, to reimburse the City on its own behalf or on behalf of the City for all actual internal and third-party costs and expenses previously or currently incurred by the City related to the Property, the Project, or this Agreement, including, but not limited to, the value of all City Staff time spent on the Project from inception, including but not limited to all legal fees and Staff time incurred in connection with the drafting of the Agreement and any Amendments thereto, the interpretation of the Agreement and any Amendments thereto, and the enforcement of the Agreement and any Amendments thereto; customary and reasonable fees or salaries to third-party personnel engaged in such actions as may occur in connection with the recapture, management and resale of the Property or any part thereof; all taxes, assessments and utility charges paid by the City with respect to the Property or portion thereof; any payment made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations incurred by the Developer with respect to the acquisition of the Property or the construction of the Project; and amounts otherwise owing to the City by the Developer or its successors or assigns pursuant to the terms of this Agreement; and

Section 10. Subsection 7.6.5.3. Subsection 7.6.5.3 is deleted in its entirety and replaced with the following:

Third, to the extent that any proceeds from such resale are, thereafter, available, taking into account any prior encumbrances with a claim thereto, to reimburse the Developer, or its successors in interest to the equal to the sum of: (1) the Purchase Price; and (2) the third-party costs actually and reasonably incurred and paid by the Developer regarding the development of the Project located on the Property, including, but not limited to, items as set forth in a cost certification to be made by the Developer to the City prior to any such reimbursement, which certification shall be subject to the City's reasonable approval and shall include back up invoices and receipts for each expense for which the Developer seeks reimbursement; provided, however, that the Developer shall not be entitled to reimbursement for any expenses to the extent that such expenses relate to any loans, Liens or other encumbrances that are paid by the City pursuant to the provisions of sub- sections 7.6.5.1 or 7.6.5.2 above.

Section 11. Subsection 7.6.6. Subsection 7.6.5.2 is deleted in its entirety and replaced with the following:

IMMEDIATELY FOLLOWING DELIVERY OF THE WRITTEN NOTICE SPECIFIED IN SECTION 7.6.1, ABOVE, THE CITY, ITS EMPLOYEES AND AGENTS SHALL HAVE THE RIGHT TO REENTER AND TAKE POSSESSION OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, WITHOUT FURTHER NOTICE OR COMPENSATION TO THE DEVELOPER. BY INITIALING BELOW, THE DEVELOPER HEREBY EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BYLAW, ANY AND ALL RIGHTS

THAT THE DEVELOPER MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 791 AND CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1162, AS THOSE STATUTES MAY BE AMENDED, REPLACED, RENUMBERED OR SUBSTITUTED, OR UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

DEVELOPER'S INITIALS _____

Section 12. Exhibit E. Exhibit E to the Agreement is hereby removed and replaced with Revised Exhibit E attached hereto and incorporated herein.

Section 13. Effect of First Amendment. Except as modified herein, all provisions of the Agreement remain in full force and effect.

Section 14. Conflicts with the Agreement. In the event of a conflict between this First Amendment and the Agreement, the terms and provisions of this First Amendment will control.

Section 15. Successors and Assigns. This First Amendment shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the Parties.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the City and the Developer executed this First Amendment by duly authorized representatives as of the First Amendment Effective Date.

CITY:	DEVELOPER:
CITY OF FONTANA	NEW LEGACY DEVELOPMENT, CORP.,
a California municipal corporation	a California corporation
By:	By:
Date:	Date:
ATTEST:	
By:	
APPROVED AS TO FORM	
By:	

REVISED EXHIBIT E
TO
DISPOSITION AND DEVELOPMENT AGREEMENT (Arrow & Nuevo),
AS AMENDED BY THE FIRST AMENDMENT

Revised Schedule of Performance

	Action	Date Action to be Completed By
1.	Effective Date	See Section 1.3
2.	Developer to open Escrow and, concurrently, deposit Earnest Money Deposit into Escrow	Within 5 days following the Effective Date
3.	Due Diligence Period commences	The date of the Escrow Opening Date
4.	City to deliver Preliminary Report to Developer	Within 3 days following City's receipt of the Preliminary Report from Title Company
5.	Developer to deliver Developer's Title Notice to Agency	Within 30 days following Developer's receipt of the Preliminary Report
6.	City to deliver City's Title Notice Response to Developer, if appropriate	Within 20 days following City's receipt of Developer's Title Notice
7.	Developer to deliver Developer's Title Notice Waiver, if appropriate	Within 10 days following Developer's receipt of City's Title Notice Response

8.	Developer to deliver its Due Diligence Investigation Conclusion Notice	On or before the end of the Due Diligence Period
9.	Submit all of the Plans and Specifications items including, but not limited to, the necessary construction plans to City including street improvement, grading, and construction plans	Within 180 days following the Effective Date
10.	Due Diligence Period ends	On the 90 th day following the Escrow Opening Date
11.	Escrow Closing Date	No later than 60 days from the end of the Due Diligence Period
12.	Record Lot Line Adjustment No. 18-0011 to merge the three (3) parcels as identified in the Legal Description	Within 30 days of closing escrow
13.	Developer to resubmit to City for final plan check	September 14, 2023
14.	Developer to obtain City approval of building plans	October 26, 2023
15.	Developer to commence site work	November 30, 2023
16.	Developer to record development loan	December 25, 2023
17.	Developer to commence vertical construction of the Project	February 2, 2024
18.	Complete construction of the Project and receive Certificate(s) of Occupancy for all residential and commercial units	November 14, 2025