

**AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA**

May 13, 2014
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey St.

Per City Council Resolution No. 2010-38 matters taken up by the Council before 9:00 p.m. may be concluded, but no new matters shall be taken up after 9:00 p.m. except upon a unanimous vote of the council members present and voting, but such extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

I. CALL TO ORDER

- Invocation – Rev. Daniel Pedraza, First Hispanic Baptist Church
- Pledge of Allegiance
- Roll Call – Councilmembers Miller, Peterson, Welch, Westholder, Mayor Franklin

II. REPORT ON CLOSED SESSION

III. PUBLIC COMMENTS/CORRESPONDENCE

PUBLIC COMMENTS – *On Items Not on the Agenda*

A five-minute limitation shall apply to each member of the public who wishes to address the Mayor and Council on a matter not on the agenda. No member of the public shall be permitted to “share” his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff for future study, research, and appropriate Council Action.) See last page. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

CORRESPONDENCE: Items received under the category may be received and filed or referred to staff for future research or a future agenda.

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsive, fair treatment to all and is the pride of its citizens

VI. CONSENT ITEMS

(The following items have been recommended for approval and will be acted upon simultaneously, unless a member of the City Council wishes to remove an item for separate consideration.)

Motion: That the City Council approve Consent Item 1 through 9

Items to be pulled _____, _____, _____ for discussion.

(Resolutions require a recorded majority vote of the total membership of the City Council)

1.	Approval of Minutes – Special Meeting – 04/21/14.	1
2.	Approval of Minutes – Special Meeting – 04/22/14 <i>(Closed Session)</i>	2
3.	Approval of Minutes – Regular Meeting – 04/22/14	4
4.	Accept Grant of Easement from Robert L. Steck and Edith Steck, Husband and Wife as Joint Tenants within Parcel 1/APN 540-063-016, for the 4Kv to 12Kv Conversion Project.	20
5.	Resolution No. 2014-24, Awarding an Operation and Maintenance Contract to Artistic Maintenance, Inc. of Lake Forest, California, for a monthly amount of \$5,120.00 for the Operation and Maintenance Services of Landscape Maintenance District No. 1.	25
6.	Resolution No. 2014-29, Approving the National Pollutant Discharge Elimination System Storm Water Discharge Permit Implementation Agreement	125
7.	Resolution No. 2014-31, Approving the Purchase of Property Located at 215 E. Barbour Street, Banning, California from Pristine Builders, Inc. in an amount not to exceed \$75,500 plus up to \$2,000 paid towards Seller's Closing Costs.	275
8.	Approval of Accounts Payable and Payroll Warrants for the Month of February 2014.	281
9.	Approval of Accounts Payable and Payroll Warrants for the Month of March 2014.	284
10.	Report of Investments for March 2014	287

- Open for Public Comments
- Make Motion

V. REPORTS OF OFFICERS

1.	Continuing Decision Regarding Resolution No. 2014-10, Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent Alleys until May 27, 2014. Staff Report	294
	Recommendation: Continue the discussion and decision of Resolution No. 2014-10, Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent Alleys until May 27, 2014.	

2.	Planning Commission Appointment Staff Report	316
	Recommendation: That the City Council appoint two (2) candidates to fill the vacant positions on the Planning Commission.	
3.	Resolution No. 2014-18, Approving the Agreement for Consultant Services Between the City of Banning and Leidos Engineering, LLC Staff Report	322
	Recommendation: That the City Council adopt Resolution No. 2014-18, Approving the Agreement for Consultant Services between the City of Banning and Leidos Engineering, LLC (formerly RW Beck) for a period of three years, attached herewith as Exhibit “A” in the amount not to exceed \$720,000.00.	
4.	Resolution No. 2014-19, Awarding the Construction Contract for Project No. 2014-02 EL Downtown Underground Project - Phase 3 and Rejecting All Other Bids	607
	Recommendations: (I.) The City Council adopt Resolution No. 2014-19, Awarding the Construction Contract for Project No. 2014-02EL, Downtown Underground Project – Phase 3 to Southern California West Coast Electric, Inc., of Beaumont, California, in the amount not to exceed \$1,203,845.00 including taxes and allowing a 10% contingency of \$120,384.50 and Rejecting All Other Bids; and (II.) Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers to fund this project and to approve change orders within the 10% contingency of \$120,384.50.	
5.	Rancho San Gorgonio Deposit Reimbursement Agreement Staff Report	641
	Recommendation: That the City Council adopt Resolution No. 2014-28, Approving the Deposit Reimbursement Agreement with Rancho San Gorgonio, LLC.	

VI. ANNOUNCEMENTS/REPORTS *(Upcoming Events/Other Items if any)*

- City Council
- City Committee Reports
- Report by City Attorney
- Report by City Manager

VII. ITEMS FOR FUTURE AGENDAS

New Items – None

Pending Items – City Council

1. Schedule Meetings with Our State and County Elected Officials
2. Discussion on how to handle loans or distributions to charities.
3. Discussion on how the City Council handles donations to the City.
4. Grocery Cart Policy
5. Workshop to discuss the future of the airport.
6. Discussion regarding Public Works Committee and Ad Hoc Committees
7. Discussion regarding City's ordinance dealing with sex offenders and child offenders
8. Discussion to move "Announcements" (events) up on the agenda after Public Comments.
9. Discussion regarding the discretionary limit of \$25,000.
10. Discussion regarding flex scheduling to keep city hall open five days a week.

VIII. ADJOURNMENT

Pursuant to amended Government Code Section 54957.5(b) staff reports and other public records related to open session agenda items are available at City Hall, 99 E. Ramsey St., at the office of the City Clerk during regular business hours, Monday through Thursday, 7 a.m. to 5 p.m.

NOTICE: Any member of the public may address this meeting of the Mayor and Council on any item appearing on the agenda by approaching the microphone in the Council Chambers and asking to be recognized, either before the item about which the member desires to speak is called, or at any time during consideration of the item. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public.

Any member of the public may address this meeting of the Mayor and Council on any item which does not appear on the agenda, but is of interest to the general public and is an item upon which the Mayor and Council may act. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. The Mayor and Council will in most instances refer items of discussion which do not appear on the agenda to staff for appropriate action or direct that the item be placed on a future agenda of the Mayor and Council. However, no other action shall be taken, nor discussion held by the Mayor and Council on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of Section 54954.2 of the Government Code.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office (951) 922-3102. **Notification 48 hours prior to the meeting** will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Title II]

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

4/21/2014
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Franklin on April 21, 2014 at 3:08 p.m. at the Banning Civic Center Large Conference Room, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Peterson
Councilmember Welch
Mayor Franklin

COUNCIL MEMBERS ABSENT: Councilmember Westholder (*excused*)

OTHERS PRESENT: Zai Abu Bakar, Community Development Director
Marie A. Calderon, City Clerk

PUBLIC COMMENTS

There were none.

INTERVIEWS

1. Candidate Interviews for City of Banning Planning Commission

Mayor Franklin went over the process that they would be using for the interview process.

The City Council interviewed candidates James L. Price and Ray Briant asking various questions in regards to why they were interested in being on the Commission, their experience and background, and their understanding of the Planning Commission and its role. The candidates also had an opportunity to ask the Council questions.

ADJOURNMENT

By common consent the meeting adjourned at 4:06 p.m.

Marie A. Calderon, City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

4/22/14
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Franklin on April 22, 2014 at 3:05 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Peterson
Councilmember Welch
Councilmember Westholder
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Homer Croy, Interim City Manager
June Overholt, Administrative Services Dir./Deputy City Manager
David J. Aleshire, City Attorney
Zai Abu Bakar, Community Development Director
Bill Manis, Economic Development Director
Fred Mason, Electric Utility Director
Marie A. Calderon, City Clerk

CLOSED SESSION

City Attorney said the items on the closed session agenda are two matters of potential litigation pursuant to Government Code Section 54956.9 (d)(4); Anticipated litigation pursuant to Government Code Section 54956.9(d)(2)(4); real property negotiations pursuant to Government Code Section 54956.8 involving: (a) City Yard Parcels APN's: 541-260-030, 541-260-031, 541-260-040, 541-260-043, 541-260-045 (215 E. Barbour St.), (b) parcels near the airport APN's 532-130-001; 532-130-002; 532-110-006, (c) Fire Museum – 5261 W. Wilson (APN: 408-134-009); (d) Village at Paseo San Geronio (APN: 541-181-009 thru 012, 541-181-024 thru 028, 541-183-001 thru 004 and vacated rights-of-way as depicted on Tentative Parcel Map No. 36285, (e) Rancho San Geronio Project; also existing litigation pursuant to the provisions of paragraph (d) (1) of Section 54956.9 - Settlement Negotiations in Ruben Flores v. City Council of the City of Banning, Case No. RIC 1309893; existing Litigation pursuant to Government Code Section 54956.9(a) – Pardee matter – Cherry Valley Pass Acres and Neighbors v. City of Banning RIC1206271; and conference with labor negotiators pursuant to Government Code Section 54957.6. Negotiations are with Banning Police Management Association (BPMA).

Mayor Franklin opened the closed session items for public comments and seeing no one in the audience she closed the public comments.

Meeting went into closed session at 3:06 p.m. and reconvened at 5:03 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 4:56 p.m.

Marie A. Calderon, City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

4/22/2014
REGULAR MEETING

A regular meeting of the Banning City Council and a Joint Meeting of the Banning City Council and the Banning Utility Authority was called to order by Mayor Franklin on April 22, 2014 at 5:10 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Peterson
Councilmember Welch
Mayor Franklin

COUNCIL MEMBERS ABSENT: Councilmember Westholder (*excused*)

OTHERS PRESENT: Homer Croy, Interim City Manager
June Overholt, Administrative Services Dir./Deputy City Manager
David J. Aleshire, City Attorney
Duane Burk, Public Works Director
Zai Abu Bakar, Community Development Director
Bill Manis, Economic Development Director
Heidi Meraz, Community Services Director
Fred Mason, Electric Utility Director
John McQuown, City Treasurer
Marie A. Calderon, City Clerk

The invocation was given by Rev. Harv Hernandez, New Creation Church. Councilmember Peterson led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

City Attorney reported that there were two matters of potential litigation and they discussed one matter. Concerning anticipated litigation a report was given and there was no action. Concerning real property negotiations regarding the City Yard parcels direction was given for further negotiations. Concerning the property near the airport direction was given to approve negotiations. In regards to the Fire Museum the item was not discussed. Concerning the Village at Paseo San Gorgonio a status report was given and there was no reportable action taken. Concerning the Rancho San Gorgonio negotiations a status report was given and there was no reportable action taken. In regards to the existing litigation matter regarding Ruben Flores v. City Council of the City of Banning a status report was given and there was no reportable action taken. In regards to the existing Pardee litigation – Cherry Valley Pass Acres and Neighbors v. City of Banning a status report was given and there was no reportable action taken. In regards to labor negotiators pursuant Banning Police Management Association (BPMA) a status report was given on negotiations and direction was given for continued negotiations.

PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS

PUBLIC COMMENTS – *On Items Not on the Agenda*

Inge Schuler resident of Banning stated that at the last City Council meeting she asked for someone to investigate the flashing mile per hour signs that are in the downtown for 25 mph and 50 mph in Midway. Yesterday the 25 mph sign was responsive and today it did not work so it still needs to be checked. She said she had some comments on the closed session items and since that is not on the regular City Council agenda she would like to be able to comment on 3 (e).

Mayor Franklin deferred the question to the City Attorney. City Attorney said that it is the Rancho San Gorgonio Project and it is up to the Council. Mayor Franklin said that it would be part of her five minutes.

Inge Schuler said she was concerned that it was listed in closed session and really concerned about the project as a general item for the citizens and residents of Banning because of transparency issues. When she saw this she thought they are they doing this again. This is going to be a back room agreement with Jeff Burum of Diversified Pacific who blessed Rancho Cucamonga with Crossroads and The Colonies. The problem is that now he is going to bring "his vision to Banning" as his crew was telling us at his first meeting of the San Gorgonio Housing Development presentation at the high school in February of 2012. The fact is that people moved or tried to move away from Rancho Cucamonga to escape the deteriorating neighborhoods. We should be prudent and cautious before engaging in a business with Mr. Burum. In fact, Mr. Burum is up to his armpits in legal troubles and we do not need to establish a business relationship with this ilk. He should not flatter himself as these comments may be considered slander.

Karli Burk addressed the Council stating that she was Duane Burk's youngest daughter and she wanted to take a moment of the Council's time to tell them about her dad. All of us are here today because of the anonymous letter written about her father "as one of the most corrupt officials in the history of Banning"; as you can see, we all beg to differ. She is not speaking to Mayor Franklin and Councilman Welch and appreciates the support and confidence they have in her dad. She said her father has worked in this business for 30 years and has never had any accusations like these. In regards to the lavish vacation in Henderson which was said was in Las Vegas happened to be with 15 of her softball teammates where her dad supported her through 107 degree weather only playing two games out of the 8 that weekend; it was anything but lavish. Her dad works very hard to earn his paycheck from the City of Banning to provide for her and the family and still keep them involved in school and athletic activities. She may not be old enough in your eyes to understand what her father is being accused of but she is old enough to know that he would never do something like this. It is unfortunate that one letter like this can make people change their minds about one's character even after 25 years of loyalty to the City of Banning. It is also unfortunate that after all the positive things that her father has done this is what everyone is focused on. If you sincerely think that her dad has done these things, it is clear that you do not know him. To those of you that don't know this is her dad's hometown. He has stayed here being committed to the City for years because he thought he

was making it a better place to live. Sadly, this is what he gets in return. Karli said I hope that after tonight with all of us here to support my dad and everyone realizes he is an honest man and after your investigation, I know you will to. Thank you for allowing me to speak and share my feelings tonight. I love you dad and I will be proud of you no matter what.

Tori Burk addressed the Council stating that she was Duane Burk's oldest daughter. She is speaking to you in order to address the false accusations against her father recently written in an anonymous letter and published on the Banning Informer. She is directly addressing Councilman Miller, Councilman Westholder and Councilman Peterson because both Mayor Franklin and Councilman Welch have expressed their support and belief in her father and she thanks them for that. The anonymous letter refers to her father as being a corrupt man but what does this anonymous letter contains as far as credibility is concerned. If these allegations were true wouldn't the person who submitted them want to be known for making such an astonishing discovery for the City of Banning? Not cower behind a computer screen and then in an anonymous letter. The only logical explanation she can tender is that the person who sent the letter is fully aware that these rumors will be proven to be untrue. She is mainly here to address her father's character which for those of you who know him realizes that it is almost flawless. She is fully aware of the impact that this letter has on her family. There have been many sleepless nights and achy hearts the past few weeks in her family's home and for that she completely loathes whoever wrote this letter. Not only are these horrible accusations untrue but they are extremely hurtful. Her father prides himself on his accomplishments as a coach, as an employee, and especially as a dad. When it comes to these three things and many more her father exceeds any expectations that others have made for him. This May marks her father's 25th year with the City and he has made this place more of a home than any other person in charge could have done. She has come home late at night and seen her dad sitting at the kitchen table reading emails, reading reports, and writing reports. There has never been a day in her 20 years of life where she has thought that her dad could work harder or improve and that is because he is an honest, humble, hard-working, self-determined and selfless man. She has looked up to her dad in hundreds of ways since she can remember. She constantly brags about him and she loves to explain what he does for the City to her friends and the funny thing is despite this letter and any accusations she will always be proud of him, brag about him and tell her friends about the wonderful things he has done for this city. The only thing that makes her sad is that they are slandering a man who has devoted his life, his heart, his soul to this town to do whatever he could do to make Banning a better place. He has worked himself up the totem pole of this City for 25 years and it was not by making bribes with Councilmen or contractors; it was through hard work and determination. He was asked to fill the City Manager position multiple times but repeatedly denied it because he didn't want his work life to take away from his family. So for those of you who think he is a greedy man with lots of money in the bank think again. Money has never been important to her dad. Her parents don't own lavish homes, go on lavish vacations or buy expensive things but they do love her and her sister and me unconditionally. Her dad works hard for his money and his relationships, his family and he has never at any point in his life taken bribes or stolen from anyone. Tori said my dad wrote me a letter on March 31, 2010 when I was a sophomore in high school and I carry it in my wallet everywhere I go. He wrote, "Aim for perfection or shoot for the moon, even if you miss it, you will land among the stars." Dad, we may have not hit the moon yet but we certainly have landed among the stars." I love you and I am so proud of you.

Fred Sakurai addressed the Council stating that obviously he is not a relative of Duane Burk but respects him for his knowledge and his work and you cannot get any higher than his family. He is the most knowledgeable employee of the City including anybody who might be sitting out there on top or down below. Do anything to harm him and you will suffer consequences and that is not a threat; we have votes and we will use them.

Charlene Sakurai resident of Banning addressed the Council stating that she has never read such a despicable cowardly letter in her life. It truly made her sick to her stomach to read that a good man could be slandered and libeled and have pages of half-truths and innuendos and character slurs. If it is not illegal, it is at least unethical and immoral and it does no good for this City for a man who spends his life working for this City and only has the goodwill of 99.9% of the people here. It is obviously a group that needs to be considered very carefully. She wanted to express her support. As a result of what she read she did something she swore she would never do which was to get onto the Banning Informer Facebook page which is probably worse than the Banning Informer and left a note and the response to the note that she got came from what she supposes would be called a City official, a member of a commission, with threats and innuendos. It seems that if somebody, a City official, a member of a commission, should be censured for things like that. This whole thing is uncalled for.

Lynn DeVries resident of the Banning Bench and an elected member of the Banning Heights Mutual Water Company holding the position of treasurer addressed the Council. As such over the past four years he has been working with Duane Burk on repairing the flume and has never met a more honest and driven man in his life. He has integrity and is a gentleman.

Don Smith resident of Banning addressed the Council stating that he has been a resident of Banning for almost his entire life. Several meetings ago he came up to this podium to express his dismay as to the negative tone that the politics of this town was taking in going for personal slurs with little fact. He hoped it would get better but apparently it has gotten worse. He doesn't understand the mentality where you are opposed to one guy on one issue. He all of a suddenly becomes evil and corrupt versus just maybe just wrong. He doesn't understand why when you disagree with a person on one issue but then agree with them on the next you can't join hands and actually work with that guy on the thing you actually agree on. So now we got a negative letter written to all sorts of people and this anonymous letter is in the news and is written about on-line. An anonymous letter from a person we don't know who is not willing to testify or stand up, who provided no evidence whatsoever slur one of your City employees. He thought as a joke it might be funny to write a letter accusing each four of the Council with something hilarious and then demand that the Council do an investigation on yourselves because you received an anonymous letter of these horrendous crimes. There has to be some standard here. Yes, you have to make sure your staff is not doing things that they shouldn't be doing but to protect them from slander with no proof; it's your guy's job. They work for you and what they do; they do in your name. If they are doing these things, yeah you need to punish them but I am sorry if it has been going on for 20 years, you all need to punish yourselves for not having caught it sooner. As you all know he has worked for this town for a long time, he runs businesses in this town, owns numerous properties in this town, and is involved in numerous organizations in this town. He was here 25 years ago when Duane was

stolen from the Beaumont Cherry Valley Water District and came to work for us as a Water Worker, and then he became a good manager, and then became in charge of the water company and ultimately became your Public Works Director. He has worked with Duane on a lot of projects and sometimes he was the only sane person on your entire staff when he had a problem that they actually agreed on a solution rather than demanding the City had to be right. Defend your employees; stop this. Some of these people are your people. Stop this negativity. Banning needs to come together, Banning needs to be strong, Banning needs to be moved forward and we need to quite eating our own.

Mickey Valdivia lifelong resident of the Pass Area addressed the Council stating that his family has been here well over 100 years on both sides of the Mason-Dixon Line also known as Highland Springs. He has worked in the city and was employed as a teacher at Nicolet Middle School. His wife is currently a teacher at Nicolet having been here for 18 years, his sister was a principal here and his other sister is a teacher at Central School and have numerous family members riddled throughout the city; they believe in the city. Just like any entity we go through good times and bad times and right now the City in a little bit of a difficult time. Talking about teachers they are the lowest paid in the county. Thirty-first out of thirty-one and he knows it has nothing to do with the City and that is a different entity but is point is that the City Council is truly the backbone of the City of Banning so you have an obligation at this point. Of correlation to the school district and your decisions here in the future are that the school district has many teachers, veteran teachers that are leaving, as well as, administrators and yet will have a profound impact to the quality of life of the citizens here in the city of Banning. He encouraged the Council not to engage in the same phenomenon as some of your critical employees and he is here tonight to stand behind Duane Burk. As was said about the character of Duane he is an asset to this community. When they stole him from the Beaumont Cherry Valley Water District the only person, in his opinion, who might have known more about water, one of our own precious resources, was Chuck Butcher and he is gone now so that leaves Duane at the helm. There is nobody better in the Pass Area that knows more about water so you have an obligation, Council Members to maintain your resources and truly, truly be leaders in this community. He also carved out Councilwoman Franklin and Councilman Welch and talked to Mr. Miller and Mr. Peterson. He said he is not here to bash you but to implore with you to get behind your critical staff and stand shoulder to shoulder with them because people believe in them and you have a wonderful, wonderful opportunity at this point to show truly some leadership and this is what they are asking them to do. He won't lead any credence to the letters that have been on the Banning Informer and he doesn't really get into that very much but he thinks that enough has been said about the lack of validity, truth or merit to the things that were said about Duane Burk. He is not related to Duane Burk but has been on what some have characterized as these lavish vacations and can assure that there were never any contractors around and can show proof and evidence, and pictures. They stayed in trailers in Mexico and he can attest to that and they certainly were not lavish as was characterized. In closing he would ask members of this community to reach out to the Council people and tell them to truly be leaders and retain folks before they leave because if you let Duane Burk go, he is going to get picked up and it is going to be your loss. It will be a tremendous loss for you and the citizens of Banning deserve better than that, they really do so he is asking again that you truly be leaders, you make some good decision, stand shoulder to shoulder just like all these folks are with Duane Burk and if Duane is guilty of being anything, it is that you always

know where you stand with him. So if that was the merits that which somebody wrote bad things about him, then so be it; that is about all he is guilty of. So Mayor Franklin and Councilman Welch we too stand behind you and he knows those things are baseless and be courageous.

Don Robinson addressed the Council stating that Duane Burk is an outstanding man and has always been. Mr. Robinson said he has practical solutions as he always had when he was on the Council. Even though he was the same kind of target that Duane is going through right now he didn't have a hundred family members to come and support him because they were all in Washington or they would have been here addressing you. Practical solution No. 1: stop this David Ellis, Don Peterson, Ed Miller investigation of Duane Burk now; don't wait until tomorrow. Fire David Aleshire and let him concentrate on the City of Bell, we don't need a fourth man. We almost got rid of him as a sixth man, we didn't need him, get rid of him now. Approve all that is required to get a shovel in the ground for the Village at Paseo San Gorgonio, now. Censure Don Peterson tonight, censure Ed Miller tonight; you have it in your power to do that, I know I have been there. The public should consider a recall action on both for this ridiculousness and what you've got against this the City of Banning. Kick David Ellis off the Planning Commission tonight. That takes care of that anonymous letter that is not anonymous, we know who wrote it. This is an easy solution for you and it is all in your hands tonight. We raised an extra million dollars on the budget that we wrote in 2012 and carried forward to your year. You put \$279,000 dollars more into the attorney's fees this year because of certain Council people. That would have bought us three more police officers and got us above the .8 police officers per thousand; wouldn't that be something. Our City Manager would be real happy, or our Interim. You have the best staff that the City of Banning has ever had and they have done more for the City since the freeway came through here in 1961 and killed the city; it's growing. Brands on Sales is here, we have a work/live project approved, we have Zenner Performance Products, we have five new businesses going in across from the courthouse right now, property is being sold but if we allow this to continue he has a hard time keeping Banning Chamber members staying on board because they see all the negativity of these three guys. It has to stop, it has to stop now. He has seen it happen to him and he couldn't do anything. He was an elected official and he gets it. They can say whatever they want and they already have and they said he received money as the Mayor signing the contract for the Village at Paseo San Gorgonio and he would sign it again today and still take the heat; it is worth it. It is a project that brings people, money and all the things that we need here in the city of Banning. We are going to grow despite these three people; we are doing it already but it sure would be a lot easier if they were more with us instead of against us.

Irene Meraz Macias resident of the city of Banning for 40 years addressed the Council stating that her son Ruben Macias worked for the City of Banning for the Parks and Recreation Department and when he was called out after hours to do a job she has no idea how many times her son would mention that Duane was there. Whether it was a water spill or whatever he had to go out on Duane was there and that gave him and the other guys that were called out such pride for a City and his work because Duane didn't have to be there but he was there working late at night in the water, in the mud, in the rain. This has to be kept in tack.

Mayor Franklin closed the item for public comments seeing no one else coming forward.

Councilmember Miller said that he appreciated everyone coming here to support Duane Burk and he is happy that they are all here to support Duane Burk. It is nothing whatsoever that he or anyone else on this Council has done that has indicated that Mr. Burk is anything but the honorable person you say he is. What you are angry about is that somebody wrote an anonymous letter. He said he did not write that letter and he guaranteed to everyone that nobody on the Council wrote that letter; they do not know who wrote that letter. Now, that letter originally came to the Council and they considered it a private letter and were going to disregard it. However, the letter then got published and everybody in the city read that letter. What should he do then? Should he continue to say no comment; that is one possibility? But when somebody says no comment the accusations linger and linger and linger and years later somebody will bring them up and say I remember that letter. So his response was yes, it is a serious accusation and it should be looked into. Councilmember Miller said nothing I said, nothing I believe is that Mr. Burk is guilty of anything but I do believe that he should be cleared and that these accusations should be looked at. I have been on the Council for almost two years and Duane Burk has come before us and has done a great job, an admirable job but that is not the point. The point is that this is a democracy and we want to be sure that everything is correct and therefore, I said when these accusations were printed they should be looked at and they should be looked at. He is confident that Mr. Burk will be exonerated. I also see signs saying recall Miller. Thank you, I would love to be recalled to be honest. You think I enjoy sitting up here and have Mr. Sakurai or somebody else come up and insult me. Does anybody say let's check those accusations, no. That is part of being a City official; you get accusations and you clear yourself. Our duty is not to push things under the table and say they are unimportant. Our duty is to look at things and make decisions about them and I stand by what I said. I said these are serious and let's look at them. Nothing I said ever implied and nothing I said will imply that Mr. Burk is anything except an honorable citizen and honorable worker. But again, that is my position. The other position of Mayor Franklin and Councilmember Welch was that no comments should be made and that is a perfectly acceptable decision also but that has nothing to do with the fact that nobody on the Council has ever accused Mr. Burk doing anything. The only difference we have on this Council is whether it should be pushed under the table and ignored or brought out into the open and Mr. Burk exonerated and I stand by my decision.

Mayor Franklin said that she thinks that she can speak for the entire Council in that we are all proud of all of our City staff. But our City staff does work hard and we appreciate all that everybody does. A lot of things have been said and we are not able to really respond according to the Brown Act we are not supposed to make any comments about anything that comes out during the public comment time but anything you said has been heard and we do appreciate you coming out and speaking.

CORRESPONDENCE – None at this time.

PRESENTATIONS

1. Proclamation – Mental Health Month

Mayor Franklin asked Carole Schaudt to come forward and join the City Council at the lectern to receive the proclamation and give some information in regards to Mental Health Month.

Carole Schaudt, Riverside Mental Health Board and Desert Regional Board addressed the Council stating that May is Mental Health Month and she gave the many reasons that we have what is called "mental health". She asked that everybody just take a few minutes and be a good friend and see if there is someone you can help. On May 13 in Indio at the art center there will be an art and poetry show at 10:00 a.m. and it is a wonderful event and they would love to have everyone see their work. They will also have a function at Fairmont Park on May 22nd with different activities for everyone. She also mentioned that she was Riverside's Advocate of the Year and she is very proud of that. She thanked the Mayor and Council for the proclamation and said as a City the best thing you can do is agree to disagree and when we have neighbors the same thing goes but just take a moment and think about how we can be a friend.

CONSENT ITEMS

Councilmember Miller pulled Consent Item No. 4.

1. Approval of Minutes – Special Meeting – 04/08/14 (*Closed Session*)

Recommendation: That the minutes of the Special Meeting of April 8, 2014 be approved.

2. Approval of Minutes – Regular Meeting – 04/08/14

Recommendation: That the minutes of the Regular Meeting of April 8, 2014 be approved.

3. Acceptance of Notice of Completion for Project No. 2013-15W, Repairs to Water Well M-7.

Recommendation: That the City Council accept Project No. 2013-15W, Repairs to Water Well M-7, as complete and direct the City Clerk to record the Notice of Completion.

5. Report of Mascaro Case Settlement

Recommendation: The City Council receive and file report on the Mascaro Case Status.

Mayor Franklin opened the items for public comments; there were none.

Motion Welch/Peterson to approve Consent Items 1 through 3 and 5. Motion carried, all in favor with Councilmember Westholder absent.

4. Resolution No. 2014-23, Approving the Professional Services Agreement with Cozad & Fox for Engineering Staking Services for an amount of Not to Exceed \$7,500.00 for Parking Lot Improvements at Repplier Park (5.BN26-12).

Councilmember Miller said that is in regards to the parking lot in Repplier Park which was approved on October 22, 2014 there were some questions then as to whether or not that should be done and the contracts specify that the contracts be given by the end of the year. So he would like this continued until we verify this is legal based upon the fact that the original grant specified that all contracts had to be done by the end of the year.

Interim City Manager said he has looked into this issue and what he discovered was that end of year includes the end of the fiscal year. So we have until June 30th of this year to encumber some funds of the \$400,000 from the Community Development Block Grant to make sure that we don't lose the grant. So we are requesting to stake out the parking lot issue and to make sure that we don't lose the rest of the money so we can decide how to expend the money on the rest of the location at the park.

Councilmember Miller said so this would be fiscal year and not calendar year. Interim City Manager said that was correct.

Motion Miller/Welch to approve Consent Item No. 4 adopting Resolution No. 2014-23, Approving the Professional Services Agreement with Cozad & Fox of Hemet, California for Engineering Staking Services for an amount of "not to exceed" \$7,500.00; and the City Manager is authorized to execute the Professional Services Agreement with Cozad & Fox of Hemet, California, for Engineering Staking Services. Mayor Franklin opened the item for public comments; there were none. **Motion carried, all in favor with Councilmember Westholder absent.**

PUBLIC HEARINGS

1. Request to Continue the Public Hearing to a Future Date Regarding Ordinance No. 1477 of the City Council of the City of Banning Repealing Ordinance No. 842 and Chapter 15.20 of the Municipal Code Regarding Designating Snow Load and Wind Load.
(Staff Report – Zai Abu Bakar, Community Development Director)

Director Abu Bakar gave the staff report as contained in the agenda packet.

Mayor Franklin asked the Council if they had any questions; there were none. She then opened the item for public comments; there were none.

Motion Welch/Miller that the City Council continue the public hearing to May 27, 2014.

City Attorney said to clarify we will leave the public hearing open and continue the public hearing to that date.

Motion carried, all in favor with Councilmember Westholder absent.

Joint Meeting

Mayor Franklin recessed the regular City Council meeting and called to order a joint meeting of the Banning City Council and the Banning Utility Authority.

REPORTS OF OFFICERS

1. Resolution No. 2014-05 UA, Rejecting All Bids Received for the Repairs to the 15 Inch Sewer Main on Hargrave Street.
(Staff Report – Duane Burk, Public Works Director)

Director Burk gave the staff report as contained in the agenda packet.

Mayor Franklin asked the Council if they had any questions; there were none. She then opened the item for public comments.

Don Robinson asked Director Burk how much extra is this going to cost the City extending this out.

Director Burk said he hopes it will not cost us more but it would be primarily time and they will be monitoring and managing that time.

Motion Welch/Miller that the Banning Utility Authority adopt Resolution No. 2014-05 UA, Rejecting all bids received for the repairs to the 15” sewer main on Hargrave Street. Motion carried, all in favor with Councilmember Westholder absent.

2. Resolution No. 2014-06 UA, Rejecting the Proposal from Carollo Engineers, Inc.
(Staff Report – Duane Burk, Public Works Director)

Director Burk gave the staff report as contained in the agenda packet.

Mayor Franklin asked the Council if they had any questions; there were none. She then opened the item for public comments.

Don Robinson asked Director Burk how much extra is this going to cost the City of Banning.

Councilmember Peterson said he thinks the question should have been how much more we could have saved if we had done it right the first time instead of having to repeat the process.

Director Burk said that he cannot answer either question and it would depend on the dollar amount.

Motion Welch/Miller that the Banning Utility Authority adopt Resolution No. 2014-06 UA, Rejecting the Proposal from Carollo Engineers, Inc. Motion carried, all in favor with Councilmember Westholder absent.

Mayor Franklin recessed the joint meeting and reconvened the regular City Council meeting.

REPORTS OF OFFICERS

1. Continuing Decision Regarding Resolution No. 2014-10, Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent Alleys until May 27, 2014.
(Staff Report – Duane Burk, Public Works Director)

Mayor Franklin said that Councilmember Peterson has to excuse himself due to his proximity to the project.

Director Burk gave the staff report as contained in the agenda packet.

City Attorney said that they have been working with the developer to try to see whether they could accomplish a change in the potential use of the property. The intent was to meet with the County and work that out and save them some time in getting a meeting scheduled. The developer has delivered a letter and a copy was given to the Council and the developer does wish that this project go forward as rapidly as possible but the developer is still participating with us in meetings with the County. The staff recommendation is that we still go forward with the meeting with the County and defer this item to May 27th as it seems unlikely that this will get resolved in the next two weeks.

Mayor Franklin opened the item for Council questions.

Councilmember Welch said prolonging this for another month is a challenge. He would like to request consideration that this item be heard at the next meeting which is May 13th if possible. That would give us almost three weeks to schedule a meeting with the County.

Mayor Franklin opened the item for public comments.

The following people spoke in favor or against or had some questions or concerns or general comments in regards to this item *(any written comments handed to the City Clerk will be attached as an exhibit to the minutes)*:

Jeramiah Price spoke in regards to not rushing this item and that it is giving them the opportunity to re-examine the project.

Rick Pippenger, resident of Banning said it was a good project as it was originally and that Mr. Peterson's property is more than 500 feet away from this project.

Don Smith, resident of Banning spoke in regards to reaching a decision in the time frames given and reaching Council consensus.

Mayor Franklin asked the City Attorney if they would have an issue with being able to continue it just to next meeting. City Attorney said no; it is the choice of the Council.

There was some further Council discussion in regards to setting up the meeting.

Motion Welch/Miller to continue the Council discussion and decision of Resolution No. 2014-10, Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent alleys until May 13, 2014. Motion carried, all in favor with Councilmember Westholder absent.

2. Resolution No. 2014-25, Approving the Measure “A” Five Year Capital Improvement Plan.
(Staff Report – Duane Burk, Public Works Director)

Director Burk gave the staff report as contained in the agenda packet.

Mayor Franklin asked if the Council had any questions; there were none. She opened the item for public comments; there were none.

Motion Peterson/Welch that the City Council adopt Resolution No. 2014-25, Approving the Measure “A” Five Year Capital Improvement Plan. Motion carried, all in favor with Councilmember Westholder absent.

3. Resolution No. 2014-26, Rejecting the Proposal from Land Engineering Consultants for Survey and Civil Engineering Services for the Design of Improvements at Ramsey Street and Hargrave Street.
(Staff Report – Duane Burk, Public Works Director)

Director Burk gave the staff report as contained in the agenda packet.

Mayor Franklin asked if the Council had any questions; there were none. She opened the item for public comments.

Dan Haskins, Principal of Land Engineering Consultants addressed the Council in regards to the letter about Mr. Burk that he received yesterday. He said it is interesting that people can write a letter but they don't want to show their face or present the facts and so he is here to present the facts of how everything happened so that it is on the record. He said that he knows Mr. Burk only professionally and he doesn't know him personally and only has met him three times in his entire life. They had started working in 2010 with the Stagecoach Plaza property owners because they were searching for someone to come in and be a liaison between them and the City because the City and that property owner had been contentious with the improvements to that shopping center. They pride themselves on customer service, as well as, presenting the highest quality plans and latest state-of-the art equipment and software and they believe in us and we believe in them and successfully brought a project together when the property owner was losing money every month and not gaining enough rents to cover the expenses of the property. Yet they coordinated with the City and worked with City staff and successfully rebuilt that shopping center which he thinks is a really good benefit to the city. In the summer of 2008 they contracted with a local property owner, Rumi Solaiman, owner of the Petroleum Plus/Valero Station at the northwest corner of Hargrave and Ramsey Street which recently closed down. They performed the aerial topo, field and boundary and survey topo of the entire intersection of Ramsey and Hargrave Street, as well as, Williams. They developed final engineering plans, final architectural plans for a 13,000 square foot strip mall and new Chevron Station. Plans were completed and submitted yet not yet

approved but they were completed. They came before the Council and Redevelopment Agency and successfully acquired about \$600,000 in Redevelopment funds at the time when they were available and worked with Mike and George of Banning Electric Dept. to secure that financing and funding to move poles and at that time he worked with Kahono Oei and met only once with Duane on that project but they had completed plans successfully and done all of the legwork to get that project underway. He believes that in 2011 they were contacted by the City Engineer, Kahono Oei requesting the plans for the intersection because they felt the improvements might be coming underway for that intersection. He said that some engineers will not release their proprietary information but they share their information with engineers, as well as, public agencies and they believe in a team effort so they released the plans to Kahono Oei and offered the digital information freely at no charge because they have a reputation and are in a relationship. Again, about a year later Mr. Oei requested the information again and forgotten he had received it. Through that effort because they completed a lot of the work it was their assumption that they were contacted by Kahono and then subsequently Duane Burk to see if maybe they could submit a bid to do the work because they had already done a lot of the work and owned the proprietary information. So they presented a contract for \$25,000 to Mr. Burk to do the street improvement plans, drainage improvement plans, as well as, some utility coordination and they fulfilled that first portion of the contract and it has been completed and subsequently they did another proposal to finish the work for which the Council is going to vote on to reject the proposal and they are not against that. They are happy to come back and competitively bid that for the project however, with that in mind it is going to be a little bit unfair to the other competitive bidders when three or four of the scope items are going to be zero because they have already completed them. From what he knows of Mr. Duane Burk he is respectful, he is honorable and has been totally professional with him.

Councilmember Peterson thanked Mr. Haskins for that briefing and said in July 2013 you submitted a proposal for the project that you are currently working and it was two phase proposal, Phase I included the \$25,000 professional services agreement that you received and Phase II was the difference between that and \$62,000. Now that you have completed Phase I for \$25,000 the resolution came back to us with \$53,000 difference so that was a \$10,000 increase over what you originally proposed to what Mr. Burk was coming to Council to approve which there is no explanation as for that \$10,000 difference and could he explain that.

Mr. Haskins said that when they began that work and worked with the owner of the ARCO station and the Baker folks and especially with the people east who have the County offices they realized that because of the widening they would have to redesign the entire parking lot for the County offices which they went ahead and did as a part of that but prior to that they had requested a written addendum for \$10,350 to the project which they submitted to Duane and they had never heard anything on it but being a good faithful engineer they just went ahead and completed the work understanding that they had no way of invoicing for it but with the understanding that there was a good chance that they would get the rest of that contract. He reiterated that the Phase II proposal was completely proposed by him, personally. He offered this to Duane and said that they can keep this at \$25,000 if that is your discretionary spending limit but he would offer that he could go ahead and put in Phase II for your consideration and he did that wholly and solely on his own and submitted that. His business partner, Steve Ritchey and he never indicated that they

would be guaranteed that second phase of the work. They just felt that they would offer that benefit to the City and they did that in writing.

Councilmember Peterson asked if they started any of that work in Phase II where the City actually owes you money or that you should be invoicing the City for.

Mr. Haskins said that they have completed approximately \$10,350 dollars of additional work that they cannot benefit from because they do not have a written contract and if they have to eat, they will eat it but the work has been completed. Mr. Burk never ordered it; they did it voluntarily on their own. So the work is done and if he cannot invoice for that work, he is happy to do it. He is also happy to go through a competitive bid process if you so choose to do that. In this case he believes that Mr. Oei's and Mr. Burk's actions here were solely to save money for the City; it is common sense. Sometimes common sense speaks a little bit louder than public policy and in this case it seems in his mind that common sense would win out. He understands the Council's responsibility to the public and fairness and things like that and in this case it would be sad to realize down the road that three other engineers had to come in and pay \$20,000 for aerial surveys, field surveys, boundaries all over again and then develop street improvement drainage plans which we are basically complete with and have another cost of \$30,000 to \$40,000 to the City that would be unnecessary.

Councilmember Peterson said under the circumstances, as far as he is concerned, he would like to defer this to the City Manager and perhaps yourself and the Director of Public Works to get together and try to figure out what it is that is left on the project to do, what is it that the City owes Mr. Haskins and then the City Manager could come back with a staff report to let the Council know where we are at.

Interim City Manager Croy said that he and staff will work together on this and come back with several possible solutions.

Mayor Franklin asked if there were any further public comments and seeing no one come forward she closed the item for public comments and asked the Council if they had any further comments for discussion; there were none.

Motion Peterson/Welch that the City Council adopt Resolution No. 2014-26, Rejecting the Proposal from Land Engineering Consultants for Survey and Civil Engineering Services for the Design of Improvements at Ramsey Street and Hargrave Street. Motion carried, all in favor with Councilmember Westholder absent.

ANNOUNCEMENTS/REPORTS (Upcoming Events/Other Items if any)

City Council

Councilmember Miller--

- He said that he had some discussions with the new Interim City Manager and one of the questions was about the discretionary limit of \$25,000 and is it appropriate and he would like

Mr. Croy to come back to the Council and give his recommendation as to what the proper discretionary limit would be.

- The other thing they discussed was that an active City has a city hall that is open five days a week and we discussed the possibilities of flex scheduling to keep the city hall open for five days and if he could come back with some recommendations on that, that would be fantastic.

Councilmember Welch—

- He extended an invitation to everyone to come out this Saturday, April 26th to a pancake breakfast beginning at 7:30 a.m. at the Fire Museum located on Wilson Street; they make the best pancakes in town. Come and enjoy the fun.

Mayor Franklin —

- She attended the Riverside Conservation Authority meeting and there was no reportable action for anything that pertained to our city.
- At the Riverside County Transportation Commission (RCTC) meeting there were a couple of things that were discussed and as a reminder to everyone RCTC is the lead agency for the expansion work that is being done on the I-215. If you are going to be on the I-215 regularly, check before you go to see if there are any detours or closed on and off ramps because that is going to be happening off and on.
- We did have a recommendation to support Riverside and San Bernardino counties being considered as manufacturing communities. There are only 12 communities throughout the United States that are going to be selected and she went over the program and what it means and if Riverside and San Bernardino counties get selected this is good for our entire area.
- Our first Town Hall Meeting was held last Monday and she felt it was a success in the sense that there were quite a few people who came out from the community. She thanked everyone who participated and not only the speakers but also those who participated because it gave us an opportunity to have more dialogue with our full community and for people to ask questions and get answers and get information as to what is going on. The next Town Hall meeting is tentatively scheduled for July 21st or 28th and when it gets solidified that information will come back.
- She attended a Mayor's lunch and it was the first one that they have had for Riverside County Mayors and a couple of topics came up and they will be coming back in the future for more discussion from the Council having to do with medical marijuana and House Resolution No. 29 which is a resolution at the State level that talks about cities not contracting out for any work so it would mean that we have to have everything done in-house.
- Next Saturday, April 26th the Ninth Annual Disaster Preparedness Expo and Health Fair will be held between 10 a.m. and 2 p.m. at the Banning Community Center. She hopes everyone will come out and it is a chance for everyone to be prepared for when a disaster may strike and because a disaster may not be just an earthquake it could be a house flood or a house fire. They will be raffling off a television, a Kindle, an Xbox and a Tablet, as well as, some disaster preparedness items.

City Committee Reports - None

Report by City Attorney – Nothing to report at this time.

Report by City Manager

- Because of the construction going on at the Community Center staff has found a temporary location at a church site to house the Senior Citizens activities. We will be working out a memorandum of understanding regarding insurance and so forth on the project and we can either approve it at the City Manager level or bring it back to the Council and will be talking to the Mayor to as to what your preference is. He doesn't believe any further action needs to be taken other than direction from you at this time.

ITEMS FOR FUTURE AGENDAS

New Items –

Mayor Franklin said we have two items from Councilmember Miller for future agendas and asked if there were any other items. There were none.

Pending Items – City Council

1. Schedule Meetings with Our State and County Elected Officials
2. Discussion on how to handle loans or distributions to charities.
3. Discussion on how the City Council handles donations to the City.
4. Grocery Cart Policy
5. Workshop to discuss the future of the airport.
6. Discussion regarding Public Works Committee and Ad Hoc Committees
7. Discussion regarding City's ordinance dealing with sex offenders and child offenders
8. Discussion to move "Announcements" (events) up on the agenda after Public Comments.

There were no changes to the pending items.

ADJOURNMENT

By common consent the meeting adjourned at 6:34 p.m.

Marie A. Calderon, City Clerk

THE ACTION MINUTES REFLECT ACTIONS TAKEN BY THE CITY COUNCIL. A COPY OF THE MEETING IS AVAILABLE IN DVD FORMAT AND CAN BE REQUESTED IN WRITING TO THE CITY CLERK'S OFFICE.

**CITY COUNCIL AGENDA
CONSENT ITEM**

Date: May 13, 2014

TO: Honorable Mayor and City Council

FROM: Fred Mason, Electric Utility Director

SUBJECT: Accept Grant of Easement from Robert L. Steck and Edith Steck, Husband and Wife as Joint Tenants within Parcel 1/APN 540-063-016, for the 4Kv to 12Kv Conversion Project

RECOMMENDATION: Accept the Grant of Easement from Robert L. Steck and Edith Steck, Husband and Wife as Joint Tenants, Assessor's Parcel Number 540-063-016, for the installation of overhead electric lines within the Robert L. Steck and Edith Steck property, and direct the City Clerk to accept and record said easement. The parcel is described in the attached Exhibit "A" and Exhibit "B".

JUSTIFICATION: It is essential that the City accept the easement, as described and shown on the attached Exhibit "A" Exhibit "B" respectively, in order for the city to be able to access the site and conduct the 4Kv to 12Kv Conversion Project in this area.

BACKGROUND: The City will need to maintain locations of the installed overhead electric lines to provide electric service to customers, including the property owner, as part of the condition of the 4Kv to 12Kv Conversion Project. In order to be able to complete the project, the City needs the easement from Robert L. Steck and Edith Steck, Husband and Wife as Joint Tenants, the property owner has agreed to dedicate said easement to the City as shown attached herewith as Exhibit "A" Exhibit "B".

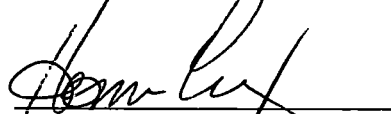
FISCAL DATA: N/A

RECOMMENDED BY:



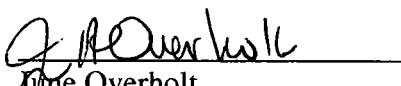
Fred Mason,
Electric Utility Director

APPROVED BY:



Homer Croy,
Interim City Manager

REVIEWED BY:

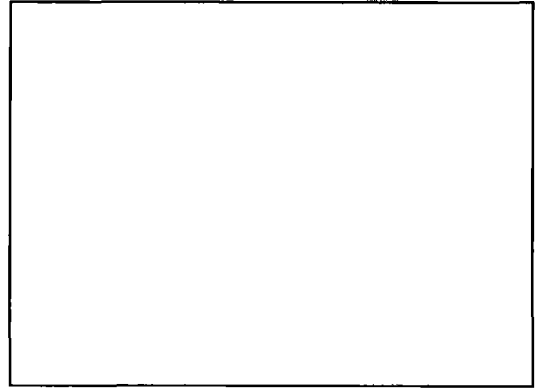


Jane Overholt,
Administrative Services Director/
Deputy City Manager

When recorded Mail To:

City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

**NO RECORDING FEE PER SECTION
6103 OF THE GOVERNMENT CODE.**



SPACE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE

This is to certify that the Grant of Easement, as attached herein as Exhibit "A" and Exhibit "B" to the CITY OF BANNING, a municipal corporation is hereby accepted by the CITY OF BANNING pursuant to authority conferred by the City Council; and the grantees consent to recordation thereof by its duly authorized agent.

Dated: _____, 2014

CITY OF BANNING, A Municipal Corporation

By _____
City Clerk

RECORDING REQUESTED BY:

CITY OF BANNING

AND WHEN RECORDED MAIL THIS DEED TO.

CITY CLERK
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220-0998

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

THE UNDERSIGNED GRANTOR DECLARES DOCUMENTARY TRANSFER TAX is. exempt per Revenue and Taxation Code §11922

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ROBERT L. STECK and EDITH STECK, Husband and Wife as Joint Tenants

hereby GRANT(S) to the City of Banning, a Municipal Corporation, an easement for electrical lines and appurtenances within the area described in Exhibit "A" attached hereto and made a part hereof, which area is depicted on Exhibit "B" attached hereto and made a part hereof. All such facilities will be located underground except transformer, which may be located in the area shown as on Exhibit "B".

By accepting the Deed, the City agrees that if damages or disturbs the surface of the easement area as a result of its repair or maintenance of the facilities located in the easement area, that it will promptly restore the surface improvements to their condition immediately prior to such damage or disturbance.

Assessor's Parcel No. 540-063016

Executed on APRIL 17, 2014, at Banning, California

Dated: 4-17-14 [Signature] [Signature]
Robert L. Steck Edith Steck

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On 4-17-14
before me, TERRI ESCALANTE, Notary Public
personally appeared ROBERT L. STECK
AND EDITH STECK 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 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]

(This area for official notarial seal)



22

EXHIBIT "A"

LEGAL DESCRIPTION (ELECTRICAL EASEMENT)

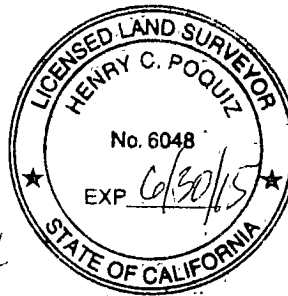
Portion A.P.N. 540-063-016

THE NORTH 5.00 FEET OF THE EAST 153.00 FEET OF LOT 3, BLOCK 242 OF
THE AMENDED MAP OF THE BANNING LAND COMPANY, RECORDED IN
MAP BOOK 9, PAGE 44, RECORDS OF SAN BERNARDINO COUNTY, STATE OF
CALIFORNIA

Prepared under my supervision:

Henry C. Poquiz

L.S. 6048



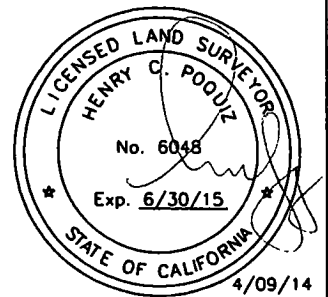
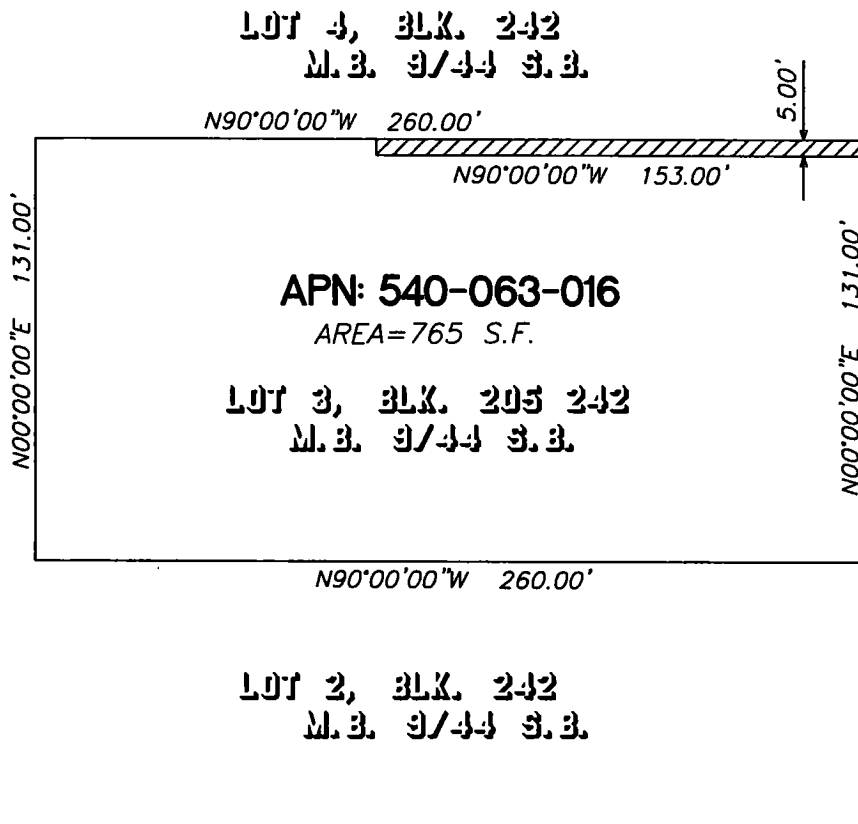
4/9/14

Date:

EXHIBIT "B"



SCALE: 1"=60'



CITY OF BANNING, CALIFORNIA
EASEMENT PLAT
ELECTRICAL EASEMENT

DRAWN BY: HCP

CHECKED BY: _____

APPROVED BY: _____

DATE: APRIL 9, 2014

**CITY COUNCIL AGENDA
CONSENT ITEM**

DATE: May 13, 2014

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Resolution No. 2014-24, "Awarding a Contract for the Operation and Maintenance of the City of Banning's Landscape Maintenance District ("LMD") No. 1."

RECOMMENDATION: That the City Council adopt Resolution No. 2014-24, "Awarding a Contract for the Operation and Maintenance of the City of Banning's Landscape Maintenance District ("LMD") No. 1" to Artistic Maintenance, Inc. of Lake Forest, California, for a monthly amount of \$5,120.00.

JUSTIFICATION: Artistic Maintenance, Inc., of Lake Forest, California, is the lowest responsible bidder to provide landscape operation and maintenance services.

BACKGROUND: The City Council approved the formation of Landscape Maintenance District No. 1 ("the District") by adopting Resolution No. 1990-59 on August 14, 1990. An additional five tracts and three tentative tracts were annexed into LMD No. 1 ("Annexation No. 1") when the City Council approved Resolution No. 2005-36 on May 10, 2005. Landscape Maintenance District No. 1 primarily extends along Wilson Street, Highland Home Road, Mountain Avenue, Hathaway Street, and Charles Street.

Landscape Maintenance District No. 1 currently consists of sixteen (16) accepted tracts: Tract Nos. 21882, 22810, 22811, 22913, 23446 (including the median on Highland Home Road), 23598, 28252, 29721, 30186, 30222 (including Richard Sanchez Park), 30793, 31833, 31834, 31835, 32109, and 30906. Tract No. 30642 has not been accepted thus far. The purpose of Landscape Maintenance District No. 1 is for the maintenance and servicing of landscape medians and parkways, perimeter strips and backup walls, landscaped hillsides with high visibility, side slopes adjacent to sidewalks, flood detention or retention basins, and the irrigation of the above facilities. The District, by special benefit assessments, provides funding for the servicing and maintenance of certain landscape areas within the City of Banning, all of which are located in the public right-of-way. This includes the maintenance of existing and proposed public landscaping and storm drain facilities (including detention/retention basins) installed and constructed within the public places. A map displaying the District and boundaries of each tract is attached herewith as Exhibit "A".

Since July 1, 2009, the Public Works Department has been maintaining LMD No.1. The City desired to have LMD No.1 maintained in house at that time. Artistic Maintenance, Inc. was the

last contractor to perform these services and they did so to staff's satisfaction. A Request for Proposals ("RFP") was prepared and advertised to determine if using a contractor would provide cost savings. The contract was advertised for proposals/bids in the Record Gazette on March 14, 2014, as shown attached as Exhibit "B" and two contractors attended a mandatory Pre-Bid meeting and walk-through of the District on March 25, 2014. Staff reached out to two additional landscape firms and provided them with the RFP. Two bid proposals were received, and then opened on April 2, 2014, as shown attached as Exhibit "C", with the following results:

<u>Name of Firm</u>	<u>Monthly Cost</u>	<u>12 Month Cost</u>
1. Artistic Maintenance, Inc. Lake Forest, CA	\$5,120.00	\$61,440.00
2. TruGreen LandCare Indio, CA	\$12,416.00	\$148,992.00

The scope of work includes providing all of the labor, tools, materials, and equipment necessary to provide weekly complete landscape maintenance services of LMD No.1. This includes performing weekly maintenance and inspection, checking the operation of all irrigation systems and for any required repairs, and, if necessary, replacing trees or shrubs within landscaped areas that are maintained under the contract. Irrigation materials, tree, shrub, ground cover and plant material replacements are paid for as an added cost, separate from this contract. The detailed required work is listed in the Specifications and Scope of Services for the Operation and Maintenance of LMD No. 1 attached as Exhibit "D".

Artistic Maintenance, Inc. has provided satisfactory work to the City in the past, had very good recommendations from their references and has provided a letter of Affirmation (attached as Exhibit "E") confirming that they are confident with their submitted Bid. If approved, the Contract is for a term of twelve (12) months with the possibility of an option to renew for up to four (4) single additional years upon a satisfactory yearly review of the previously provided services. A renewal of the Contract Agreement shall occur each year ending June 30, for the contract price submitted, subject to a Consumer Price Index (CPI) increase and only if additional single years are approved by the City, and terminate no later than June 30, 2019.

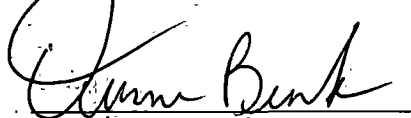
If approved, the savings to the LMD No.1 budget would be about \$24,122.00 for FY 14/15. It is projected Public Works staff costs would be \$85,562.00/year and using Artistic Maintenance would be \$61,440.00/year. These costs are solely for labor. Engineering staff costs, utilities and miscellaneous costs (irrigation and plant materials, etc.) are separate and common to either scenario. The savings in labor costs could be used for plant, shrub, tree replacement and overall beautification of the District since our previous budgets have not allowed for it. Also, it would prevent a CPI increase of 1.85% for next Fiscal Year to the 1,015 Assessment Units in the District, for the first time in at least fifteen years.

FISCAL DATA: The revenue based on the assessments from FY 13/14 was \$136,562.00 and if there is no CPI increase on the assessments, projected revenue for FY 14/15 will remain

the same. The assessment revenues will fund the maintenance contract (\$5,120/month; \$61,440/year), staff time, electric and water utility costs and miscellaneous costs (additional planting materials and irrigation repairs, County Assessor's Roll charge, Advertisement, etc.)

It is projected that Public Works staff costs to maintain LMD No. 1 will be \$85,562.00 for fiscal year 2013/2014. The award of the operation and maintenance contract to Artistic Maintenance, Inc. will free public works staff to spend more time on City facilities. The \$85,562.00 expenditure will need to be funded by the General Fund.

RECOMMENDED BY:



Duane Burk,
Director of Public Works

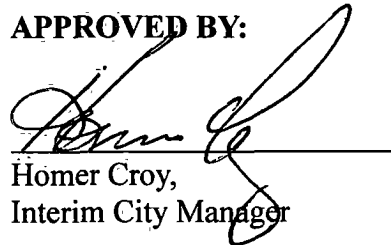
REVIEWED BY:



June Overholt,
Administrative Services Director/

Deputy City Manager

APPROVED BY:



Homer Croy,
Interim City Manager

RESOLUTION NO. 2014-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A OPERATION AND MAINTENANCE CONTRACT TO ARTISTIC MAINTENANCE, INC. OF LAKE FOREST, CALIFORNIA, FOR THE OPERATION AND MAINTENANCE SERVICES OF LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, at its regularly scheduled meeting on August 14, 1990, the City Council adopted Resolution No. 1990-59, authorizing the formation of Landscape Maintenance District No. 1 ("LMD No. 1"); and

WHEREAS, at its regularly scheduled meeting on May 10, 2005, the City Council adopted Resolution No. 2005-36, ordering the annexation of an additional five tracts and three tentative tracts (Annexation No. 1) to the City's LMD No. 1; and

WHEREAS, cost saving to the LMD fund will occur if the City retains the services of a contractor to provide the necessary operation and maintenance services for the proper upkeep of the LMD No.1; and

WHEREAS, a Request for Bid Proposals ("RFP") was advertised on March 14, 2014, with two (2) contractors attending the mandatory Pre-Bid meeting and two (2) of the firms responding to the RFP; and

WHEREAS, Artistic Maintenance, Inc., of Lake Forest, California, is the lowest responsible bidder; and

WHEREAS, the City Council hereby finds that the funding for the contract is available through a special assessment of property owners located within Landscape Maintenance District No. 1; and

WHEREAS, previous expenditures, estimated to be \$85,562.00, for City staff time to operate and maintain LMD No.1 will now be funded by the General Fund for the same City staff to operate and maintain the landscaping at City facilities such as buildings, parks and streets.

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

SECTION 1. That the operation and maintenance services contract for Landscape Maintenance District No. 1 is hereby awarded to Artistic Maintenance, Inc. of Lake Forest, California, in the amount of \$5,120.00 per month with the option to renew for an additional four single years, subject to a Consumer Price Index increase adjustment, and all other bids are hereby rejected.

SECTION 2. The Administrative Services Director is authorized to make all necessary budget adjustments, appropriations and transfers.

SECTION 3. That the Interim City Manager is authorized to execute the Contract Agreement with Artistic Maintenance, Inc. of Lake Forest, California. This authorization will be rescinded if the parties do not execute the Contract Agreement within thirty (30) days of the date of this resolution.

PASSED, ADOPTED AND APPROVED this 13th day of May, 2014.

Deborah Franklin,
Mayor

ATTEST:

Marie A. Calderon,
City Clerk of the City of Banning

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-24 was adopted by the City Council of the City of Banning at a regular meeting thereof held on the 13th day of May, 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

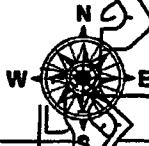
ABSTAIN:

Marie A. Calderon, City Clerk
City of Banning
Banning, California

EXHIBIT "A"

**MAP OF LANDSCAPE MAINTENANCE
DISTRICT NO. 1**

Map of Landscape Maintenance District No. 1 **2014/2015**



Legend

Existing Tracts

- 1. 21882 Snow Creek I
- 2. 22810 Dev. Corp
- 3. 22811 Dev. Corp
- 4. 22913 Arce Bros.
- 5. 23446 Highland Estates
- 6. 23598 Snow Creek II
- 7. 28252 Fair Oaks
- 8. 29721 The Pines
- 9. 30186 Wilson Homes
- 10. 30222 Wilson Homes
- 11. 30793 Fiesta Collection
- 12. 30906 Evergreen Estates
- 13. 31833 Fair Oaks
- 14. 31834 Fair Oaks
- 15. 31835 Fair Oaks
- 16. 32109 Sunset Ridge
- 17. 30642 Diversified Pacific Opportunity Fund

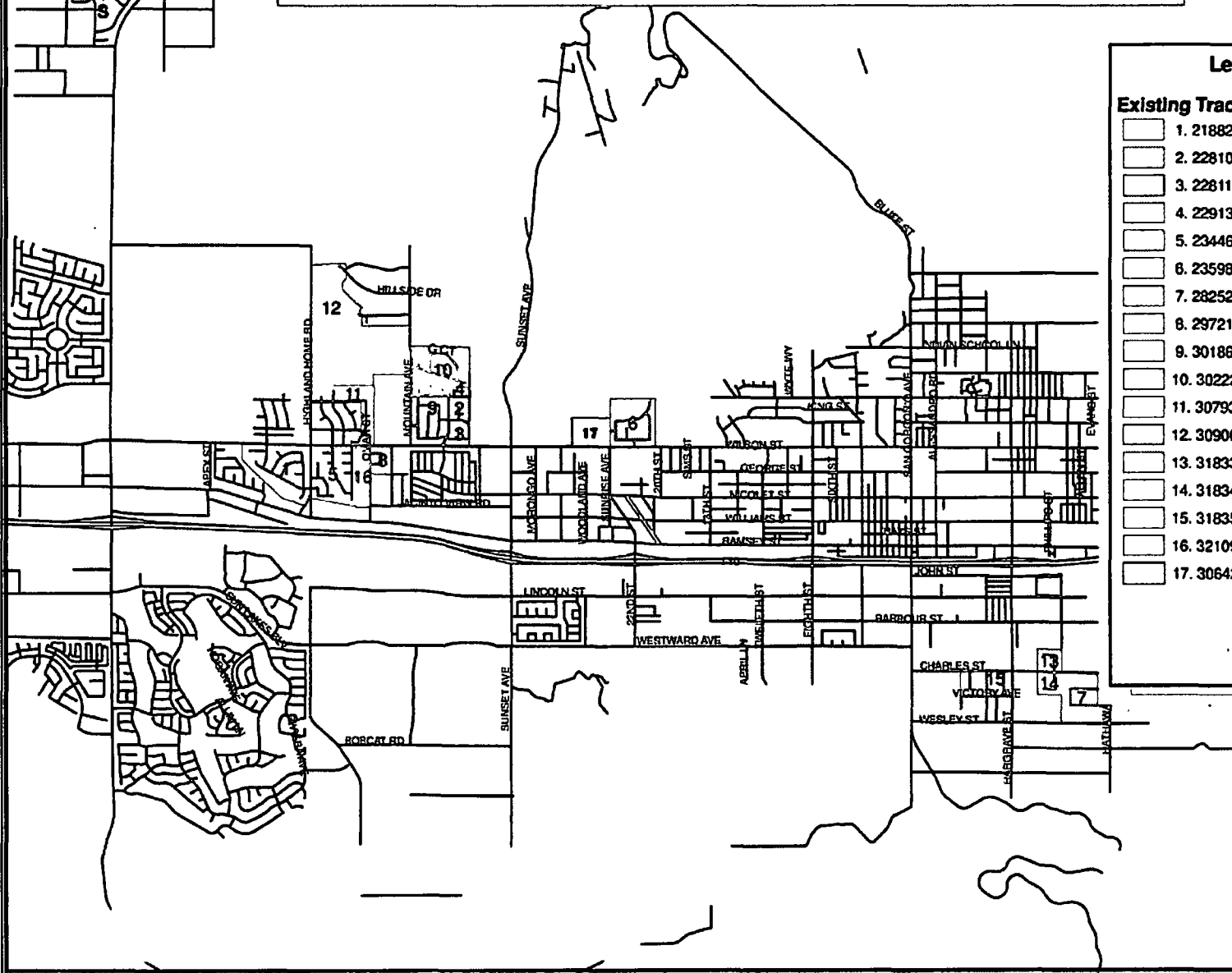


EXHIBIT "B"

**NOTICE OF ADVERTISEMENT
RECORD GAZETTE
MARCH 14, 2014**

Record Gazette
218 N. Murray St.
Proof of Publication
(2015.5 C.C.P.)

101505 - LANDSCAPE SERVICES

State of California)
County of Riverside) ss.

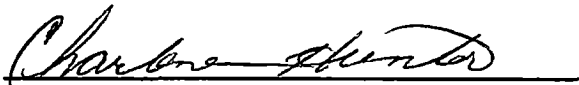
I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737. That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

March 14, 2014

Executed on: 03/14/2014

At Banning, CA

I certify (or declare) under penalty of perjury that the foregoing is true and correct.


Signature

NOTICE INVITING TO PROPOSE/BID
LANDSCAPE SERVICES FOR LANDSCAPE
MAINTENANCE DISTRICT NO. 1, IN THE CITY OF BANNING

OWNER: City of Banning

PROJECT DESCRIPTION: The scope of work consists of providing complete landscape services to effectively, efficiently and safely maintain the areas within Landscape Maintenance District No. 1, in accordance with the Specifications and Scope of Services. The term of the contract shall be for one year, with the possibility of an option to renew for single additional years. REQUEST FOR BIDS/PROPOSALS: A complete copy of the Request for Proposals/Specifications (RFP) may be obtained by contacting Ms. Veronica Parra, Office Specialist, by email at: vparra@ci.banning.ca.us, or phone at 951-922-3130, from the Public Works Department at the Banning Civic Center, Banning, California. REQUIREMENTS: A C-27 Landscape Contractor License, Bid Bond, General Prevailing Wage, Payment and Performance Bond. MANDATORY MEETING/WALKTHROUGH: March 25, 2014, @ 9:00 a.m., meet at the intersection of Wilson Street and Highland Home Road, Banning, CA. SEALED PROPOSALS/BIDS DUE: April 2, 2014, @ 4:00 p.m., at City of Banning, 99 E. Ramsey St., Attn: Mr. Arturo Vela, P.E. Senior Engineer

BY ORDER OF THE CITY CLERK of the City of Banning, California.

/s/ Mane

A. Calderon, City Clerk City of Banning, California

Dated: March 10, 2014

PUBLISH: March 14, 2014

Published in The Record

Gazette

No. 101505

03/14, 2014

NOTICE INVITING TO
PROPOSE/BID
LANDSCAPE SERVICES
FOR LANDSCAPE
MAINTENANCE DISTRICT
NO. 1, IN THE CITY OF
BANNING

OWNER: City of Banning

PROJECT DESCRIPTION:

The scope of work consists of providing complete landscape services to effectively, efficiently and safely maintain the areas within Landscape Maintenance District No. 1, in accordance with the Specifications and Scope of Services. The term of the contract shall be for one year, with the possibility of an option to renew for single additional years.

REQUEST FOR BIDS/PROPOSALS:

A complete copy of the Request for Proposals/Specifications (RFP) may be obtained by contacting Ms. Veronica Parra, Office Specialist, by email at: vparra@ci.banning.ca.us, or phone at 951-922-3130, from the Public Works Department at the Banning Civic Center, Banning, California. REQUIREMENTS: A C-27 Landscape Contractor License, Bid Bond, General Prevailing Wage, Payment and Performance Bond.

MANDATORY MEETING/WALK-

THROUGH: March 25, 2014, @ 9:00 a.m., meet at the intersection of Wilson Street and Highland Home Road, Banning, CA.

SEALED PROPOSALS/BIDS DUE:

April 2, 2014, @ 4:00 p.m., at City of Banning, 99 E. Ramsey St., Attn: Mr. Arturo Vela, P.E. Senior Engineer

BY ORDER OF THE CITY CLERK of the City of Banning, California.

/s/ Marie A. Calderon, City Clerk City of Banning, California

Dated: March 10, 2014

PUBLISH: March 14, 2014

Published in The Record Gazette

No. 101505

03/14, 2014

EXHIBIT "C"

BID OPENING SUMMARY AND BID PROPOSALS RECEIVED

SUMMARY OF BIDS RECEIVED CITY OF BANNING

PROJECT NO.: _____

DESCRIPTION: Landscape Maintenance District No. 1

BID OPENING DATE: April 2, 2014 **TIME:** 4:00 p.m.

NAME OF BIDDER:	Per Month Cost	12 Month Cost	BID BOND	TOTAL BID AMOUNT:
Artistic Maintenance, Inc. Lake Forest, CA	5,120.00	61,440.00	yes	X
TruGreen Land Care Indio, CA	12,416.00	148,992.00	yes	X

VERIFIED BY:

INVITATION TO BID
CITY OF BANNING
STATEMENT OF QUALIFICATIONS AND INFORMATION FOR
LANDSCAPE MAINTENANCE SERVICES

No bid will be considered unless this document and all schedules and attachments specified are completed in full. All applicable items must be filled out.

Bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Name of company Artistic Maintenance, Inc.
Address 23676 Birtcher Drive

2. Authorized representative
Title Monico Sanchez, Branch Manager
Telephone no. (949) 246-3389
Address (if different from above) _____

3. Type of organization:
Corporation C Partnership _____
Joint Venture _____ Other (if other explain) _____

If corporation, organized under the laws of the State of California

4. List names and addresses of all members of the Bidder's firm or names and titles of all officers of the corporation

<u>Thomas Hernandez, Pres.</u>	<u>23676 Birtcher Dr, Lake Forest, CA 92630</u>
<u>Dirk Herrmann, V.P.</u>	<u>23676 Birtcher Dr, Lake Forest, CA 92630</u>
<u>Nancy Lester, Treas/Sec</u>	<u>23676 Birtcher Dr, Lake Forest, CA 92630</u>
_____	_____

5. Number of years experience as a contractor in landscape services work: 58
6. Fill in the attached Bidder's Reference List, page 48.
7. Contractor shall submit detailed description of all hiring, training, testing, and disciplinary policies and procedures used by this firm.

BID PROPOSAL, sheet one of two
"Operation and Maintenance of Landscape Maintenance District No. 1"

ITEM NO.	TRACT NO.	SPECIFIC LOCATION	UNIT COST (\$)/ MONTH
1.	21882	Per Site Visit	\$ 200.00
2.	22810	Per Site Visit	\$ 25.00
3.	22811	Per Site Visit	\$ 25.00
4.	22913	Per Site Visit	\$ 75.00
5.	23446	Per Site Visit	\$ 375.00
6.	23598	Per Site Visit	\$ 325.00
7.	28252	Hathaway Street, per Plans & site visit	\$ 75.00
8.	28252	Retention Basin, per Plans & site visit	\$ 275.00
9.	29721	Per Site Visit and Plans	\$ 225.00
10.	30186	Retention Basin, per Plans & site visit	\$ 400.00
11.	30186	Mountain Avenue, Wilson Street and Interior Streets, except Retention Basin, per Plans & site visit	\$ 575.00
12.	30222	Richard Sanchez Park, per Plans & site visit	\$ 325.00
13.	30222	Mountain Avenue and interior streets, per Plans & site visit	\$ 475.00
14.	30793	Per Site Visit and Plans	\$ 225.00
15.	31833	Per Site Visit and Plans	\$ 225.00
16.	31834	Per Site Visit and Plans	\$ 225.00
17.	31835	Per Site Visit and Plans	\$ 195.00
18.	32109	Per Site Visit and Plans	\$ 225.00
19.	30906	Retention Basin, per Plans & site visit	\$ 225.00
20.	30906	Mountain Avenue, per Site Visit and Plans	\$ 425.00
		GRAND TOTAL:	\$5,120.00

Note: "Per plans" means the Tract has improvement plans on file. Tract No. 30642 shown as No. 17 on the LMD No. 1 Map is not included; it has not been accepted yet.

BID PROPOSAL, sheet two of two

Total (all 20 locations) Lump Sum Cost per Month: \$ 5,120.00
(Amount in Numbers)

Five Thousand One Hundred Twenty and 00/100 Dollars
(Amount in Words)

Total (all 20 locations) Lump Sum Cost for Twelve Months: \$ 61,440.00
(Amount in Numbers)

Sixty-One Thousand Four hundred Forty and 00/100 Dollars
(Amount in Words)

Artistic Maintenance, Inc.
Thomas Hernandez, President
Signature and Title

Note: A yearly CPI increase will be allowed per Section VI of the Contract and Specifications. The City of Banning reserves the right to reduce the Scope of Services at any time and reduce the contract award amount if Public Works Department staff decides to maintain all or some of the tracts listed in the Landscape Maintenance District No. 1, or portions of said tracts. It also reserves the right to not award the initial contract at all.

**NON COLLUSION AFFIDAVIT
BY CONTRACTOR AND SUBMITTED WITH PROPOSAL**

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

Thomas Hernandez, being first duly sworn, deposes and says that
he or she (name)

He/she is President of Artistic Maintenance, Inc.
(Insert Title) (company name)

the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

CONTRACTOR Artistic Maintenance, Inc.
(typed name)
BY Thomas Hernandez
(signature)
TITLE President

Note: Signature to be acknowledged before a Notary Public- attach Notary Public signature and form.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

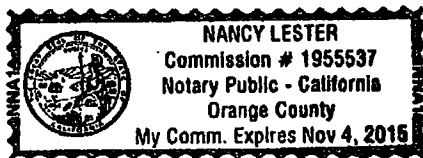
State of California

County of Orange

On March 27, 2014 before me, Nancy Lester, Notary Public

personally appeared Thomas E. Hernandez

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 Above

Signature: Nancy Lester
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 or Type of Document: Non Collusion Affidavit

Document Date: March 27, 2014 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Thomas E. Hernandez Signer's Name: _____

☒ Corporate Officer — Title(s): President ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: _____

☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: _____

☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: _____

☐ Trustee ☐ Guardian or Conservator ☐ Other: _____

☐ Guardian or Conservator ☐ Other: _____

☐ Other: _____

Signer Is Representing: Artistic Maintenance, Inc. Signer Is Representing: _____

CITY OF BANNING
Bidder's Reference List
For Invitation to Bid for Landscape Services

List up to five (5) clients (government or private) for which you currently supply landscape maintenance services (select clients with similar landscaping facilities and square footage to the proposed Landscape Maintenance District No. 1).

Bidder is required to supply the following information. Additional sheets may be attached if necessary.

NAME	ADDRESS	APPROX. SQ FOOTAGE	TYPE OF FACILITY	CONTRACT DATES	CONTACT PERSON	TELEPHONE
1. City of Yorba Linda	P.O. Box 87014 Yorba Linda	28 acres	municipality	7/2000 -current	Steve Campbell	(714) 961-7170
2. City of Laguna Beach	10200 Slater F.V., CA 92708	13 acres	municipality	7/2009 -current	Tom Eynon	(714) 593-4400
3. Trilogy at The Polo Club	51088 Sorrel Ct. Indio, CA 92201	12 acres	community association w/ streetscapes	6/2013 -current	Andy Fraser	(760) 342-2911
4. Moorfield	Menifee	8 acres	community association w/ streetscapes	9/2011 -current	Jayme Morris	(951) 371-2127
5. Solera Diamond Valley	1645 Paseo Diamante Hemet, CA 92343	15 acres	community association w/ streetscape	10/2008 -current	Tami Morgan	(951) 652-5766

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that Artistic Maintenance, Inc. as Principal, and Berkley Insurance Company, 412 Mount Kemble Avenue, Suite 310N, Morristown, NJ 07960, a corporation duly organized under the laws of the State of Delaware and licensed to transact business in the State of California, as Surety, are held and firmly bound unto City of Banning as Obligee, in the sum of Ten Percent of the Total Amount Bid

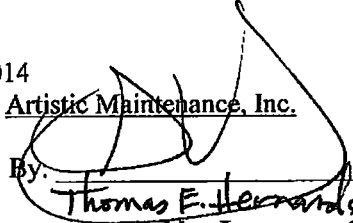
(-----10%) of the enclosed bid, for payment of which sum well and truly to be made, the Principal and the Surety, bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Operation and Maintenance of Landscape Maintenance District No. 1

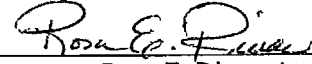
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of March , 2014

Artistic Maintenance, Inc.

By: 

Thomas E. Hernandez, President
Berkley Insurance Company (seal)

By: 

Rosa E. Rivas, Attorney-in-Fact

ed 10/10

If awarded the contract, the term of the performance and payment bond is for a period of one year and the surety may extend the bond by Continuation Certificate.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On March 27, 2014 before me, Nancy Lester, Notary Public

personally appeared Thomas E. Hernandez

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: Nancy Lester

Place Notary Seal Above

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 or Type of Document: Bid Bond

Document Date: March 27, 2014

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Thomas E. Hernandez

Signer's Name: _____

☒ Corporate Officer — Title(s): President

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

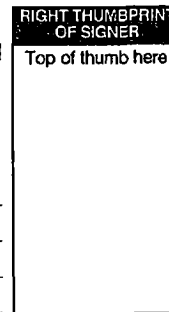
☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

Artistic Maintenance
Inc



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 03/27/14 before me, E. Garibay, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Rosa E. Rivas

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

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 or 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: _____

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Eugene T. Zondlo, Edith Garlbay or Rosa E. Rivas of SullivanCurtisMonroe Insurance Services, LLC of Irvine, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Twenty-Five Million and 00/100 U.S. Dollars (U.S.\$25,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23 day of September, 2013.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23 day of September, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey
Notary Public, State of Connecticut



CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 27th day of March, 2014.

(Seal)

Andrew M. Tuma

**Artistic Maintenance, Inc.
Hiring Practice**

1. Applications are sent to Human Resources for approval and employment verification.
2. Approved applicants are made an offer of employment.
3. When offer is accepted, applicant is required to take a full physical and drug screening.
4. Upon hire an I-9 is filled out and employee's eligibility to work in the United States is confirmed.

Artistic Maintenance, Inc. Training Program

To insure that each employee is able to do quality work efficiently and safely, it is essential that employees be trained in the correct way to perform their jobs. The measurement we have chosen is certification. You will be certified in two general categories Horticultural Skills and Mechanical Skills.

To become certified means that you have passed both a written and field examination in a AMI training program for either a specific horticultural or mechanical skill. For ease of studying each category is broken into sub categories as follows:

Horticultural Requirements

- General Hort Skills
- Turf Management
- Pest Control
- Irrigation Skills
- Construction Skills
- Tree Management
- Shrub Management
- Plant ID

Mechanical Requirements

- Hand Tools
- Equipment

Certification is necessary to advance to the next level of employment with Artistic Maintenance. As you advance, your pay will increase accordingly.

Of these certifications 4 of them are required; General Hort Skills; Plant ID; Equipment; & Hand Tools

The remaining 6 certifications are elective; Turf Management; Pest Control; Irrigation Skills; Construction Skills; Tree Management; & Shrub Management

You can request to enter the certification programs offered at your present level of employment at any time. See your supervisor or one of your branch superintendents to schedule your training and certification.

Process

See your foreman or supervisor to select one of the certification programs for you to begin working on.

See your foreman or supervisor to explain and demonstrate for you each task on the certification sheet that will need to be successfully completed.

Use the equipment or perform the skills necessary for certification, under supervision, until you have become thoroughly familiar with them and know how to perform both safely and efficiently.

After your supervisor has initialed and approved each section on the certification form, see one of the Branch superintendents for a final scheduling of the FIELD test. He will review of your ability and knowledge, be prepared to demonstrate your ability to perform the required tasks. Upon passing this test he will schedule your WRITTEN test. Be prepared to answer questions relative your required tasks.

CORPORATE EMPLOYMENT LEVELS

Levels also give required employment requirements, Job descriptions also give career requirements.

LEVEL 2 Plant ID (trees, shrubs, turf, ground covers), English Skills (speak, read, write), Valid insurance qualified Class C California drivers license Legal US resident	
MAINTENANCE SUPERVISOR	Can pass all technical classification tests, must be able to certify other employees, trains all employees, corrects all schedules
LEVEL 3 English skills (speak, read & write), math capabilities (add, subtract, multiply, divide), Valid insurance qualified Class C California drivers license Legal US resident	
TREE PRUNING FOREMAN	Can pass climbing test, can ID all trees & pruning characteristics, can operate chippers, can operate boom truck, pass all safety certification & training for climbing and roping
EQUIPMENT OPERATOR - HEAVY	Class A drivers license, Can operate, pass safety & maintenance test for the following pieces of equipment: back hoe, grading tractor, dozer, can operate, pass safety & maintenance test for the following pieces of equipment: tractor mowers, tractors & attachments, bob cat
MAINTENANCE FOREMAN	Must be able to pass all tests of specialized classifications in Level 4, competently supervise crew of 3 or more
IRRIGATION TECHNICIAN	IA Certified, Knows flow rate of major head types, has run an irrigation system for 1 year at or under Eto, must be able to adjust the controllers based on field observations, has inventoried an irrigation system, has installed & replaced controllers
PEST CONTROL TECHNICIAN	QAC, has operated solo for 1 year, can pass insect and weed test. Has trained a QAL, pass pest control safety and technician test.
LEVEL 4 Valid insurance qualified Class C California drivers license, English skills (speak, read, & write) Spanish skills (speak), Math skills Legal US residence	
SPRAY MAN	Can pass safety test, can fill out own paper work, Can identify all shrubs, trees, ground covers, turf, math capabilities (add, subtract, multiply, divide), read & write English, knows application rates of all chemicals
IRRIGATOR	Can pass safety test, can ID all major irrigation components, can repair all dry components, can repair all wet components, can install an irrigation system, can trace wires, can track an irrigation system, can set and programs all controllers on own projects, math capabilities (add, subtract, multiply, divide), read & write English
MAINTENANCE LEADMAN	Can pass safety test, can apply all dry chemicals, can set controllers on own project, can do dry system irrigation repair, can identify all shrubs, tree, turf, & ground cover on own job. Must speak English
MAINTENANCE EQUIPMENT OPERATOR	Proficient on all mowing equipment under 1,200 lbs. and able to pass safety & maintenance tests for same. Posses class C license & able to pass safety & Maintenance tests for same, 1 accidents per 2 years allowed.

TREE PRUNER	pass safety test, able to prune trees from ground using pole & hand pruner, can use all hand tools, chipper & chain saw, proficient in lace pruning of trees, passes rope test, climbs.
LEVEL 5 Legal US residence	
MAINTENANCE GROUNDSMAN	Legal US resident, passes safety test, can use all hand tools properly, lace prune shrubs, details ground cover
CONSTRUCTION LABOR	Legal US resident, passes safety test, able to use all hand tools properly, passes all gallon sized planting tests, proficient on all walk behind equipment & passes safety and service tests for same, passes all boxed sisized planting tests, knowledgable on all forms of fine grade (drainage, building, sidewalk, turf), knows all necessary trench depths, can spot plants from plans, glue pipe, head assemblies.
LEVEL 6 Legal US resident	
NOVICE	Legal US resident, passes safety test

Rules

1. All written tests are administered and scored at corporate.
2. All field tests are given by 3rd parties not affiliated with either the Superintendent or Supervisor.
3. Promotions
 - a. Promotional raises are given only when a position becomes available.
 - b. An employee becomes eligible for promotion when he has successfully been certified in at least 7 (4 required and 3 elective) of the higher classification categories.
 - c. Employee must pass both field and written test with scores greater than 70% to be eligible for promotion.
 - d. Existing employees are a priority when positions are available. When more than one existing employee apply for the same position promotions are awarded to the employee that has passed the most certifications for the job classification. When those are equal the employee with the highest composite test score will be awarded the position.
 - e. Employees are not eligible for promotion until it has passed 7 certifications for the higher level job description.
4. If an employee is hired into Level 4, 3, or 2, the employee must be:
 - a. Hired at the beginning rate, they must then pass the previous classification certifications (and receive the certification increases) before he is eligible for promotion.
 - b. They can take & pass the previous classification certifications before hire and start at the "Cum Salary Rate"
5. Any rates that exceed "cap rate" must be approved by ownership prior to award of rate.

Annual Review Criteria

6. Annual Length of Service Increase 0.5%
 - a. Automatic increase for one years employment
7. Promotional Increase
 - a. Based on ability to pass written and field tests for the promotion.
 - b. Raise for promotion into Level 5 or 4 \$0.25
 - c. Raise for promotion into Level 3 \$0.50
 - d. Raise for promotion into Level 2 \$1.00
8. Certification Increase \$0.10 per category
 - a. Awarded for each category when employee passes certification of his next promotional level in either of the horticultural or mechanical categories. ie.
 - i. General Hort Skills
 - ii. Turf Management
 - iii. Pest Control
 - iv. Irrigation
 - v. Construction Skills
 - vi. Tree Management
 - vii. Shrub Management
 - viii. Plant ID
 - ix. Hand Tools
 - x. Equipment

- b. Each Written & Field tests must be passed at greater than 70% to be eligible for the raise.

9. Industry Certification \$0.50

a. Given per certification earned. ie.

- i. Class C California Drivers license
- ii. Class A California Drivers license additional \$.50 (\$1.00 total)
- iii. ISA Certified Arborist
- iv. ISA Certified Tree Worker
- v. IA - Irrigation Auditor
- vi. IA - Certified Irrigation Contractor
- vii. CLCA - Irrigation Tech
- viii. PCA
- ix. QAC
- x. QAL
- xi. California Contractors License
- xii. CLCA - Certified Landscape Technician
- xiii. CLCA - Certified Landscape Professional

Employee Name _____

Employee Number _____

SAFETY POLICY AND RULES

It is a Company objective to provide a safe and satisfying work environment. Your safety and the safety of your fellow workers require that you make safety a first consideration in doing your work. This means that each one of us must:

Actively participate in safety meetings; report all injuries or accidents immediately to supervisors (no matter how minor!); wear proper safety equipment; never perform a job that is unsafe (notify supervisors or the Branch Manager, Corporate Officer or Safety Officer immediately of any unsafe conditions); **LEARN AND OBEY ALL SAFETY RULES**. Report any unsafe condition, equipment or act to your supervisor or a Safety Committee Member immediately. If you desire, complete an Unsafe Condition Report anonymously. They are located on the company bulletin board.

Safety Violation Discipline Procedures

Class A 1st time - Subject to immediate termination of employment

Class B 1st time - Subject to three day suspension
2nd time - Subject to termination of employment

Class C 1st time - Subject to written notice

2nd time - Subject to one day suspension

3rd time - Subject to termination of employment

Safety rules preceded with an asterisk (*) carry an offense period of 6 months. At the end of that time a new period will begin.

Class

Safety Rules

- A Use of alcohol or use of narcotics during the work day is prohibited.
- B Mower operation - turn off engine when it is necessary to touch any part of the mower, except the handle or when removing the catcher.
- B When using edgers, weed eaters, grinders, chainsaws or any other equipment that has the potential to throw objects and damage the eye, you must wear eye protectors, goggles or shields.
- B Engine - running adjustments will be made only by authorized employees who have received adjustment instruction. (Mechanics or Mechanic Helpers).
- B When removing or sharpening blades, Mechanics or Mechanic Helpers must disconnect the ignition wire from spark plug and wear gloves.
- B *When power equipment must be left unattended - turn off engine and secure (chain and lock). No Exceptions!
- B No one is to operate equipment that they have not been certified on.
- B Vehicle Inspection reports not done correctly.
- C *When using blowers must wear ear protectors.
- C *When mixing or spraying herbicides or pesticides (by certified people only), read and follow label instructions, wear rubber gloves and all protective equipment (long pants, long sleeves and safety glasses).
- C No one rides in the bed of the truck.
- C Protection of feet; wear work boots that cover the ankle completely. No tennis shoes/sandals. No boots, no work!
- B *Report all accidents to your supervisor or to the office immediately whether or not medical attention is required.
- C *While using a stake pounder, Hard Hat must be worn!
- C When working in streets or traffic areas, use cones and safety vests.
- C Lift heavy items correctly. Use your legs and face object when you lift. Get help with HEAVY objects.
- C While backing vehicles, have additional person guiding from the rear.
- C Horseplay, distracting, startling, teasing, shoving, pushing, throwing objects at another co-worker, etc. is prohibited.
- C Operating or working with mobile equipment in such a manner as to endanger self or others is prohibited.
- C Riding hazardous or moving equipment such as forklifts/power jacks or allowing others to ride with them while operating is prohibited.
- C Using defective tools or equipment is prohibited.
- B Removing or making guards, safety devices inoperative is prohibited.
- B When servicing, moving, or otherwise using hazardous equipment, observe safe practices, such as using shut-off buttons and/or lockouts/blackouts.
- C Using, carrying or storing, knives, tools or equipment, must be done in a safe manner.
- C Failure to follow prescribed instructions for material handling is prohibited.
- C An employee must notify supervisor when they are on medication. Prescribed medication must be authorized to operate equipment.
- C All Company property must be used in a safe and correct manner and maintained in good working condition.
- C Drivers are to insure their truck has 2 safety Hard Hats that are labeled with that truck number.
- B Vehicle accidents, misuse of vehicles or equipment of over \$250.00 or damage, or injury to persons.

For your protection, we ask the following question in order to provide proper medical care if needed. Answering is voluntary. Do you have a medical condition you wish us to know about in case of an emergency such as bee sting allergies, sulfa, epilepsy or diabetes (circle one): YES NO

If yes, please explain: _____

Employee Signature _____

Date _____

Revised (1/07) AMI-605a

It was brought to my attention that there was an issue regarding company discipline policies, especially as it relates to state law. It has been suggested that an employer must provide all employees two documented verbals and a written discipline notice before they can be terminated. This is absolutely incorrect. I provide the following to you for clarification.

California's Labor Code contains the following provision on at-will employment:

"An employment, having no specified term, may be terminated at the will of either party on notice to the other. Employment for a specified term means an employment for a period greater than one month" - Labor Code sec. 2922

To overcome the presumption that the employment was at-will, a terminated employee must prove that there was an employment contract for a specific length of time or that an exception to the limitations placed by law or court decision on the freedom to terminate at-will employees.

State employees are under a different set of circumstances as most of them are union represented and their termination requires that there be "just cause." But, if a private (nonunion) employer maintains an explicit policy of at-will employment, an employee generally cannot claim that there was an implied contract only to terminate for just cause.

Written contracts, employee handbooks and company practices may modify at-will employment. For example, many employers realize that it is a good policy to practice progressive discipline. They often include such policies in their employee handbook. For example I have recommended the following in Artistic's handbook,

"Non-Exempt Employee Discipline

Our Company is involved in a highly competitive business where other individuals rely on the quality and reliability of our work and service. Consequently, all employees are expected to provide excellent and reliable work performance and conduct on behalf our Company, our clients and other employees.

In general, the type of disciplinary or remedial actions taken will be determined on an individual basis and in proportion with the nature and circumstances surrounding the problem. Disciplinary actions may include oral warnings, written warnings, suspension, disciplinary probation, termination as well as other forms deemed appropriate by management. The measure taken is designed to remedy the problem through a reasonable application of counseling, training, remedial, or corrective methods administered by the supervisor.

ARTISTIC MAINTENANCE will intervene in substandard performance and unacceptable conduct. A system of progressive discipline will be followed when minor deficiencies or infractions occur, but management reserves the right to eliminate a disciplinary step or to take immediate action up to and including termination, when more serious situations exist. The existence of this policy regarding Non-Exempt Employee Discipline in no way limits the Company's or

employees' rights with regard to the at-will employment doctrine which is at the mutual consent of the employee and the Company. Accordingly, either the employee or the Company can terminate the employment relationship at-will at any time, with or without cause or advance notice and in the absence of any violation of these rules."

Please note that I have recommended this policy with regard to non-exempt (hourly) employees. I have a different outlook on exempt (salaried) employees because I feel they should be held to a higher standard as follows:

"Exempt Employee Discipline

The Company's success depends on good working relationships and high quality performance from all members of the management team from professionals, to first line supervisors all the way up to the President. When we fail to meet these high standards, all of our employees suffer. Therefore, employment is at-will which means that it is at the mutual consent of the employee and the Company. Accordingly, either the employee or the Company can terminate the employment relationship at-will at any time, with or without cause or advance notice. Thus, exempt employees accept and continue employment on the basis that they and the Company may part ways for reasons as common as the working relationship did not work out, the individual fails to satisfy the Company's high standards or a management change is deemed necessary.

The above non-exempt policy would modify the at-will employment agreement. However, even it does not mandate 2 verbals and a written in every case prior to termination. It provides flexibility based on the seriousness of the infraction. In fact, the suggestion that there is a state law requiring two verbals is absurd because that by itself violates the concept of progressive discipline." There may be court decisions where a jury felt that the circumstances warranted 2 verbal warnings, but such a case does not create state law.

Note, the above exempt employee policy would further support and enhance the at-will policy.

INVITATION TO BID
CITY OF BANNING
STATEMENT OF QUALIFICATIONS AND INFORMATION FOR
LANDSCAPE MAINTENANCE SERVICES

No bid will be considered unless this document and all schedules and attachments specified are completed in full. All applicable items must be filled out.

Bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Name of company Trugreen Landcare
Address 81920 Industrial Place, Indio, CA 92201
2. Authorized representative Alan Werner
Title Branch Manager
Telephone no. 760-775-3209
Address (if different from above) _____
3. Type of organization:
Corporation _____ Partnership Trugreen Landcare
Joint Venture _____ Other (if other explain) _____
If corporation, organized under the laws of the State of California
4. List names and addresses of all members of the Bidder's firm or names and titles of all officers of the corporation

<u>Trugreen Landcare, LLC</u>	
<u>Trugreen Companies, LLC</u>	
_____	_____
_____	_____
5. Number of years experience as a contractor in landscape services work: 30 through Acquisition
6. Fill in the attached Bidder's Reference List, page 48.
7. Contractor shall submit detailed description of all hiring, training, testing, and disciplinary policies and procedures used by this firm.

BID PROPOSAL, sheet one of two
"Operation and Maintenance of Landscape Maintenance District No. 1"

ITEM NO.	TRACT NO.	SPECIFIC LOCATION	UNIT COST (\$)/ MONTH
1.	21882	Per Site Visit	\$1550.00
2.	22810	Per Site Visit	\$ 265.00
3.	22811	Per Site Visit	\$ 425.00
4.	22913	Per Site Visit	\$ 190.00
5.	23446	Per Site Visit	\$ 1175.00
6.	23598	Per Site Visit	\$ 450.00
7.	28252	Hathaway Street, per Plans & site visit	\$ 280.00
8.	28252	Retention Basin, per Plans & site visit	\$ 745.00
9.	29721	Per Site Visit and Plans	\$ 313.00
10.	30186	Retention Basin, per Plans & site visit	\$ 603.00
11.	30186	Mountain Avenue, Wilson Street and Interior Streets, except Retention Basin, per Plans & site visit	\$ 360.00
12.	30222	Richard Sanchez Park, per Plans & site visit	\$1380.00
13.	30222	Mountain Avenue and interior streets, per Plans & site visit	\$1020.00
14.	30793	Per Site Visit and Plans	\$ 255.00
15.	31833	Per Site Visit and Plans	\$ 470.00
16.	31834	Per Site Visit and Plans	\$ 395.00
17.	31835	Per Site Visit and Plans	\$ 405.00
18.	32109	Per Site Visit and Plans	\$ 373.00
19.	30906	Retention Basin, per Plans & site visit	\$1100.00
20.	30906	Mountain Avenue, per Site Visit and Plans	\$ 662.00
		GRAND TOTAL:	\$12416.00

Note: "Per plans" means the Tract has improvement plans on file. Tract No. 30642 shown as No. 17 on the LMD No. 1 Map is not included; it has not been accepted yet.

BID PROPOSAL, sheet two of two

Total (all 20 locations) Lump Sum Cost per Month: \$12416.00
(Amount in Numbers)

Twelve Thousand Four Hundred Sixteen Dollars
(Amount in Words)

Total (all 20 locations) Lump Sum Cost for Twelve Months: \$148992.00
(Amount in Numbers)

One Hundred Forty-Eight Thousand Nine Hundred Ninety-Two Dollars
(Amount in Words)

 (BRANCH MANAGER
Signature and Title

Note: A yearly CPI increase will be allowed per Section VI of the Contract and Specifications. The City of Banning reserves the right to reduce the Scope of Services at any time and reduce the contract award amount if Public Works Department staff decides to maintain all or some of the tracts listed in the Landscape Maintenance District No. 1, or portions of said tracts. It also reserves the right to not award the initial contract at all.

Section XLVIII. J. TRUGreen LANDSCAPE HAS \$250,000 self insured retention for General liability

CITY OF BANNING
Bidder's Reference List
For Invitation to Bid for Landscape Services

List up to five (5) clients (government or private) for which you currently supply landscape maintenance services (select clients with similar landscaping facilities and square footage to the proposed Landscape Maintenance District No. 1).

Bidder is required to supply the following information. Additional sheets may be attached if necessary.

<u>NAME</u>	<u>ADDRESS</u>	<u>APPROX. SQ FOOTAGE</u>	<u>TYPE OF FACILITY</u>	<u>CONTRACT DATES</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. <u>City of Banning</u> Civic Center	176 E Lincoln St. Banning, CA 92220	280,000	Government	7/10 - present	Carl Szoyka	951-922-3291
2. <u>Hyatt Grand</u> Champions Resort	44600 Indian Wells Lane, Indian Wells, CA	440,000	Resort	8/07 - present	Sixto Ramirez	760-674-4055
3. <u>Marriott Desert</u> Springs Villas	1901 Pineherst Palm Desert, CA	1,012,000	Resort	3/13 - present	Glenn Knorr	760-779-1218
4. <u>Horizon Hotel</u>	1050 E. Palm Canyon Drive, Palm Springs, CA	540,000	Hotel	3/12 - present	Jesse Garza	760-323-1858 Ext 11
5. <u>Ace Hotel</u>	701 E. Palm Canyon Drive, Palm Springs, CA	160,000	Hotel	5/11 - present	Brian ButterworthTrugr	760-325-9900

09

BID SECURITY OR BOND

There is enclosed herewith bid security or bond in the following form (check one):

- ☐ Cash (10%)
- ☐ Cashier's Check or Certified Check (10%)
- ☒ Bond - 1 Surety (10%)

in the sum of \$14,899.20 (10) percent of the base bid (annual contract, 12 months) of \$148992.00 (\$ \$148992.00), made payable to the order of the City of Banning, and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds and insurance certificates, the cashier's check or surety bond and the money payable thereon shall be and remain the property of the CITY OF BANNING.

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

The undersigned has thoroughly examined the Specifications and Addenda (if any), has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof. The undersigned is aware of and will observe all federal, state and city regulations enforced for landscape services, including NPDES (stormwater discharge) requirements. Applicable landscape BMPs listed in the California Stormwater BMP Handbook for Municipal activities must be complied with.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 - 4108 of the Public Contract Code of the State of California, and any amendments thereto, each Bidder shall set forth below, the name and location of the mill, shop, or office of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (½) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and he shall not be permitted to subcontract that portion of the work except under conditions permitted by law.

LIST OF SUBCONTRACTORS

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity, or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, TruGreen LandCare, a California General Partnership
of 81920 Industrial Pl, Indio, CA 92201

as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of California, are held and firmly bound unto City of Banning
as Oblige, in the penal sum of
Ten Percent of the Total Amount Bid Dollars
(10% of the total bid), for the payment of which the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
proposal or a bid to the Oblige on a contract for Specifications and Scope of Services for the
Operation and Maintenance of Landscape Maintenance District No. 1

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
(90) days after the acceptance of said bid of the Principal by the Oblige.

SIGNED, SEALED AND DATED this 28th day of March, 2014.

TruGreen LandCare, a California General Partnership

Principal

By:

Janina Monroe
Janina Monroe, Attorney-In-Fact

RLI Insurance Company

By:

Michelle Haase
Michelle Haase, Attorney in Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On MAR 28 2014

Date

before me, Brianne Davis, Notary Public

Notary Public and State of California

personally appeared Janina Monroe

Signature of Signer



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

Brianne Davis
Signature of Notary Public
Brianne Davis

Place Notary Seal Above

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 or Type of Document: _____

Document Date: _____

Number of Pages: _____

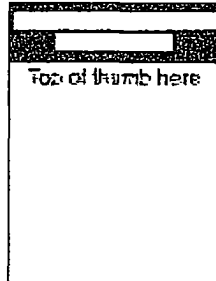
Signer(s) Other Than Named Above: _____

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: _____

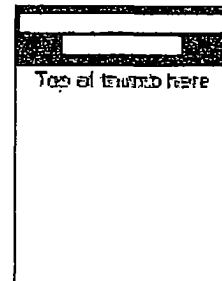
Signer Is Representing _____



Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing _____



TRUGREEN LandCare™

POWER OF ATTORNEY

TruGreen LandCare, L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Harrisville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE

LOCATION

Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Jarina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES

FEDERAL EMPLOYER IDENTIFICATION NUMBER

TruGreen LandCare, a California
General Partnership

36-4313318

TruGreen LandCare of Nevada L.L.C.

36-4345959

TruGreen LandCare of Alabama L.L.C.

36-4345958

Minnesota Lawn Maintenance, Inc.

41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

By: [Signature]
Vidyadhar Kulkarni, President & CEO

(Signature to be notarized)

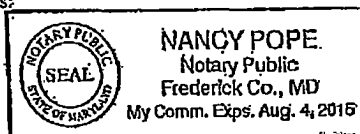
STATE OF MARYLAND
COUNTY OF FREDERICK

On this 17 th day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainer, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nancy Pope
Notary Public

My Commission Expires:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On MAR 28 2014
Date

before me, Brianne Davis, Notary Public

Here Insert Name and Title of the Officer

personally appeared Michelle Haase

Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

Brianne Davis

Place Notary Seal Above

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.

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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: _____

Signer is Representing: _____

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Top of thumb here

66



RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 16th day of August, 2013.



RLI Insurance Company

By: Roy C. Die Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 16th day of August, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this day of MAR 28 2014.

By: Jacqueline M. Bockler Notary Public



RLI Insurance Company

By: Roy C. Die Vice President

0415930020212

A0058707

67



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

BID BOND

RECEIVED

KNOW ALL MEN BY THESE PRESENTS,

That We, TruGreen LandCare, a California General Partnership
of 81920 Industrial Pl, Indio, CA 92201

as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of California, are held and firmly bound unto City of Banning

, as Obligee, in the penal sum of
Ten Percent of the Total Amount Bid Dollars
(10% of the total bid), for the payment of which the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
proposal or a bid to the Obligee on a contract for Specifications and Scope of Services for the
Operation and Maintenance of Landscape Maintenance District No. 1

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
(90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 28th day of March, 2014.

TruGreen LandCare, a California General Partnership
Principal

By: _____
Janina Monroe, Attorney-In-Fact

RLI Insurance Company

By: _____
Michelle Haase, Attorney in Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

On 3/31/14

Date

before me,

Jaclyn Nicole Coates Notary Public

Here Insert Name and Title of the Officer

personally appeared

Alan Werner

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:

Jaclyn Nicole Coates

Signature of Notary Public

Place Notary Seal Above

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 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): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT "D"

SPECIFICATIONS AND SCOPE OF SERVICES FOR THE OPERATION AND MAINTENANCE OF LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF BANNING

REQUEST FOR PROPOSALS (RFP)

**SPECIFICATIONS AND SCOPE OF SERVICES
FOR THE OPERATION AND MAINTENANCE OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1**



**PREPARED BY:
PUBLIC WORKS DEPARTMENT
CITY OF BANNING**

MARCH, 2014

SPECIFICATIONS AND SCOPE OF SERVICES

OPERATION AND MAINTENANCE OF LANDSCAPE MAINTENANCE DISTRICT NO. 1

I. INTRODUCTION

The City of Banning is seeking proposals from qualified firms and wishes to retain the services of a firm to provide landscape maintenance services for its Landscape Maintenance District No.

1. The City is considering awarding a contract to begin on or about July 1, 2014, for a term of twelve (12) months with the possibility of an option to renew for up to four (4) single additional years upon a yearly review of the previously provided services. The City of Banning reserves the right to accept or reject any or all proposals, and not award a contract at all. Additionally, the City of Banning may elect to maintain all or some tracts, or portions thereof, in-house during the life of the contract. Therefore, the Scope of Services could be reduced at any time throughout the contract period at the City's discretion. **These Specifications and Scope of Services shall become part of the Contract Agreement.**

II. SCHEDULE OF EVENTS

The proposed schedule for selection, negotiation, and service contract initiation is shown below.

Advertise Notice Inviting to Bid	March 14, 2014
Begin the Issuance of RFP to interested parties	March 17, 2014
Mandatory pre-bid meeting (facilities inspection by firms)	March 25, 2014
Proposals due	April 2, 2014
Complete negotiations/City Council Award Contract	May or June, 2014
Estimated contract start date	July 1, 2014

Request for Proposal (Scope of Services/Specifications) packages are available by contacting Ms. Veronica Parra, Office Specialist at the City of Banning, Public Works Department, by email at: vparra@ci.banning.ca.us, or phone at 951.922.3130 or may be obtained at the City of Banning, Public Works Department, Engineering Division, located at 99 E. Ramsey St., Banning, California 92220, at no charge.

III. PROCESSING OF PROPOSALS

A. Information

Questions regarding this RFP must be submitted in writing to Mr. Carl Szoyka, Public Works Superintendent via e-mail at: cszoyka@ci.banning.ca.us no later than Monday, March 31, 2014 at 4:00 p.m. Pacific Standard Time.

In order for all consultants to receive the same information, **no response shall be given to verbal questions submitted by telephone or in person**; answers to all relevant questions will be as an Addenda to the RFP.

Answers to all interpretive questions will be made by written notice (or Addenda, if required).

Contact with other City officials is prohibited and will be cause for disqualification from the selection process. The response to any significant inquiries will be made known to all firms expressing interest in submitting a proposal.

The City reserves the right to respond or not respond to any questions, clarifications or requests.

The Contract will be awarded to the lowest responsive, responsible proposer, if the City elects to award this contract.

B. Instruction to Contractors

Proposals to be entitled for consideration must be made in accordance with the following instructions:

1. Proposal Conditions
 - a. Each Contractor shall exercise utmost diligence to obtain a full understanding of the Scope of Work/Specifications and related proposal documents. The City may advise the Contractor of changes in the contract documents and specifications by the issuance of Addenda during the proposal period. All such changes shall become a part of the contract. No proposal may be withdrawn because of having been compiled from an incomplete set of contract documents and/or Scope of Work/Specifications.
2. Proposal Forms and Submissions (Attachment "B")
 - a. Each Contractor must submit, on the due date, April 2, 2014 by 4:00 p.m. Pacific Standard Time, as stated in the Specifications/Scope of Services and Attachment "B", the following items:
 - i. Proposal Bid Schedule Form
 - ii. "Bid Security or Bond" Form
 - iii. Bid Bond
 - iv. Non-Collusion Affidavit by Contractor, Notarized
 - v. Statement of Qualifications and information for landscape services
 - vi. Bidder's Reference List
 - vii. Any issued Addenda, signed by Contractor
 - b. The proposal must be made on the forms provided for that purpose. The Contractor must state in figures the unit prices or specific sums or both, as the

case may be, for which Contractor proposes to supply all materials and perform the work required by the specifications and proposals documents.

- c. Blank spaces in the proposals must be properly filled in and the phraseology thereof must not be changed. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the Contractor.
- d. No telegraphic proposal or telegraphic modification of a proposal will be considered. Proposals received after the time fixed for receiving them will not be considered.
- e. If the proposal is made by an individual, it must be signed with the full name of the Contractor, whose address must be given; if it is made by a firm, it must be signed with the partnership name by a member of the firm, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer in the corporation and the name and corporate seal must be affixed thereon.
- f. Contractor shall submit detailed description of all hiring, training, testing, and disciplinary policies and procedures used by this firm.

3. **Mandatory Walk-Through – Pre-Bid Meeting**

A pre-bid walk-through of the facilities to be maintained shall be conducted at 9 a.m. on March 25, 2014, meeting within the LMD No. 1 and located at the intersection of Wilson Street and Highland Home Road, Banning, CA 92220. The walk-through will also be used to answer questions and clarify details. In order to properly accommodate all prospective bidders, each bidder will be limited to sending two (2) representatives on the walk-through and must RSVP with Ms. Veronica Parra, Office Specialist, by March 24, 2014. The walk-through will include all sites covered by the Specifications/Scope of Services. The Contractor must satisfy himself or herself of the character of the work to be performed by examining the site thoroughly. A sign-in sheet will be provided for the prospective bidders in attendance. **Attendance at the walk-through and pre-bid meeting is mandatory for all prospective bidders. Failure to attend will disqualify the Contractor from bidding and submitting a proposal.**

IV. **FACILITIES DESCRIPTION**

Landscape Maintenance District No. 1 (the "District") currently consists of 16 accepted tracts: Tract Nos. 21882, 22810, 22811, 22913, 23446 (including the median on Highland Home Road), 23598, 28252, 29721, 30186, 30222 (including Richard Sanchez Park), 30793, 31833, 31834, 31835, 32109, and 30906 (portion of this tract that has been accepted by the City). This includes the maintenance of existing and proposed public landscaping and storm drain facilities (including detention/retention basins) installed and constructed within the public places. For

the specific locations, the location map for the tract sites is enclosed as Appendix "A". The purpose of Landscape Maintenance District No. 1 is for the maintenance and servicing of landscape medians and parkways, perimeter strips and backup walls, landscaped hillsides with high visibility, side slopes adjacent to sidewalks, flood detention or retention basins, and the irrigation of the above facilities.

When additional tracts, or portions thereof, are accepted by the City of Banning and become part of Landscape Maintenance District No. 1, the City and Contractor shall negotiate a fair and reasonable price (based on labor costs, needed planting materials, square footage of area, current costs, etc.) to compensate the Contractor for the newly assigned work. **Note: The City shall decide if any of the abovementioned tracts will be maintained by Public Works Department staff. If City staff maintains a particular tract or any portion thereof, the bid amount for that tract or area (if a portion, the price will be negotiated) will be deducted from the contract award amount. Thus, the scope of services could be reduced by the City at any time during the life of the contract. The City reserves the right to not award any initial contract at all.**

V. SCOPE OF WORK

- A. The intent of this Contract Agreement is to secure a Contractor, which shall provide COMPLETE LANDSCAPE MAINTENANCE SERVICES for Landscape Maintenance District No. 1 for a period of approximately twelve months with a possible option to renew for up to four single additional years.
- B. The Contractor shall furnish all labor, tools, materials, and equipment to provide landscape maintenance services as set forth in these specifications.
- C. All work shall be done in a thorough and workmanlike manner to the satisfaction of the City Engineer, or his authorized agent, and comply with legal landscape maintenance practices. All work shall not be considered complete until verified by the City Engineer or his authorized agent. The premises shall be maintained at the level of service provided for in these specifications at all times.
- D. The Contractor shall have the duty to provide weekly complete landscape maintenance of all work sites listed in Section IV, and any others added in the future. When additional tracts, or portions thereof, are accepted by the City and become part of Landscape Maintenance District No. 1, the City and Contractor shall negotiate a fair and reasonable cost to compensate the Contractor for the newly assigned work.
- E. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification.
- F. The Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall

include, but not be limited to, the operation of all irrigation systems, and checking maintenance, repairs, and replacement of existing landscaped areas, which are maintained under this contract. Any improvement on the project site shall be approved by City prior to commencement of improvement, for which City will respond or give approval within a reasonable time, unless it is in an emergency situation. The Contractor shall provide all proper documentation for all purchases which shall be presented to City as soon as possible. All expenditures will be recorded and reimbursed by City on a quarterly basis.

1. The Contractor is to provide each of the items listed below:
 - a. Organizational data.
 - b. Organizational chart including all executives.
 - c. The name of the foreman or supervisor assigned to supervise the work of this contract.
 - d. Current number of employees of the company.
 - e. Brief description of company personnel and training procedures.
2. **Quality Control** - The Contractor shall prepare and provide an Inspection/Checklist Form for each Tract area as approved by the Public Works Director/City Engineer or his designee. The Contractor's personnel will use this form to reflect services performed and any exceptions to the requirements. Additionally, both the Contractor's Supervisor and Public Works Director/City Engineer or his designee evaluating the effectiveness and adequacy of services performed, will use this form. This form will be completed weekly and be kept by the Public Works Director in an appropriate binder. A copy of the inspection/checklist will be forwarded to the Public Works Director/City Engineer and/or his designee on a weekly basis.

Contractor shall submit detailed description of all hiring, training, testing, and disciplinary policies and procedures used by this firm, prior to the contract award.

VI. COMPENSATION

E. BASIC COMPENSATION

OWNER shall pay CONTRACTOR, as compensation for the services to be performed, the sum of per month listed in the Contract Agreement with additional adjustments as specified thereafter. Additional adjustments (additions or deletions) shall be made to the monthly compensation if/as new areas are included in the City of Banning, Landscape Maintenance District No. 1, or if individual tracts/areas will instead be maintained by Public Works Department staff.

Compensation shall be adjusted annually, on July 1 of each year commencing on July 1, 2015, during the term of the Contract Agreement to reflect annual changes in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI) Los Angeles-Riverside-Orange County Area, or any successor index, as set forth for the previous calendar year (January 1 through December 31) prior to the date of adjustment.

VII. PROPOSER QUALIFICATIONS

This section of the Scope of Services establishes the standard of experience and qualifications that the City requires to determine qualified Proposers. The City, at its sole discretion, will determine if a Proposer meets the standards.

- A. Contractor must have been in business for at least five years and must have a minimum of five years experience in providing complete landscape maintenance services to facilities for which its personnel are responsible for the day-to-day maintenance activities.
- B. Contractor must demonstrate the ability to provide necessary support services during the time of the contract.
- C. Contractor must provide a description of local resources available to provide emergency and backup resources.

VIII. ADDITIONAL WORK

- A. The City Engineer may authorize the Contractor to perform additional work. Additional work shall be defined as work not included in these specifications with the exception of additional tracts, or portions thereof, which may be added.
- F. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials cost. No work shall commence without written authorization from the City Engineer, or his designee. In the event that conditions exist where there is imminent danger of injury to the public or damage to property, the City Engineer may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving verbal authorization, the Contractor shall submit a written estimate to the City Engineer for written approval.
- C. The cost estimate for additional work shall consist of the following elements:
 - 1. Wholesale cost of materials including sales tax plus ten percent (10%).
 - 2. Base cost of labor plus fifteen percent (15%) for overhead and profit.

- D. Written authorization for additional work from the City Engineer, or his designee, shall be by the issuance of a Change Order. This Change Order shall be considered an amendment to the Contract Agreement and approved by both the City Engineer and Contractor.
- E. All additional work shall commence on the specified date established and shall diligently proceed until completion.
- F. Upon completion of the additional work, the City Engineer or his designee shall be notified so that the work may be verified.
- G. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials. Compensation shall not exceed the written estimate. The contractor's invoice shall be subject to audit and review by the City prior to payment.
- H. The City of Banning reserves the right to repair and/or contract with a third party to perform such additional work.

IX. TERM, DURATION AND RENEWAL OF CONTRACT AGREEMENT

- A. Except as otherwise provided herein, services under this Contract Agreement shall commence on or about July 1, 2014, and terminate no later than June 30, 2019. A renewal of the Contract Agreement shall occur each year ending June 30, for the contract price submitted, subject to the terms of Section VI and only if additional single years are approved by the City.
- B. Subject to the provision for Contract Termination as set forth in Section XLVI thereof, the Contract Agreement shall be for a maximum period of up to 60 months unless the City of Banning first gives written notice to the other at least thirty (30) days and the Contractor gives written notice ninety (90) days, prior to the termination date of the intent to renew the Contract Agreement.

X. CONTRACTOR LIABILITY

- A. **All damage to existing improvements (turf, shrubs, trees, curb, gutter, sidewalk, sprinkler systems, etc.) located within areas, and adjacent to areas under maintenance, which in the opinion of the City Engineer are due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with similar materials and in an approved manner.**
- B. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the City Engineer or his representative. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payment in the amount

necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source or is found to be unsatisfactory as stated in Section XLIII.

- C. Irrigation damage shall be repaired or replaced within the following time limits:
 - 1. Mainline irrigation breaks shall be repaired within two (2) hours.
 - 2. All other irrigation repair and/or replacement shall be completed within one (1) working day.
- D. All damages to turf, ground cover, shrubs or trees shall be repaired or replaced by the Contractor within five (5) working days at no cost to the City.
 - 1. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair.
 - 2. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the City Engineer.
 - 3. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the City Engineer the damage is severe, the shrub shall be removed and replaced with a similar variety and size.
 - 4. Damage to trees shall be repaired in the following manner:
 - a. Minor damage such as bark lost from mechanical equipment shall be remedied by a qualified Tree Surgeon or Arborist.
 - b. If the damage results in the loss of the tree, or a recommendation of removal, the damaged tree shall be removed and replaced with a similar variety and size.
- E. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means, shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life.

XI. INSPECTION

The City shall inspect the work area to insure adequacy of maintenance and methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the Contractor of any duty under this contract. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor and corrected in the manner agreed to by the City Engineer.

Once the Contract has been awarded, the Contractor shall inspect the LMD No.1

for missing plants, ground cover, shrubs, irrigation materials, etc. and provide such inventory list along with a cost estimate for installation of each item, to the City Engineer for approval. Such inventory list will then be due by April 1st of each year beginning on April 1, 2015.

- A. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Contract Agreement unsafe, as well as any unsafe practices occurring thereon. The City Engineer shall be notified immediately of any unsafe condition that requires correction.
- B. The Contractor shall be responsible for making minor corrections including, but not limited to filling holes in landscaped areas and paving, using barricades or traffic cones to alert persons of the existence of hazards, and replacing valve box covers.
- C. The Contractor shall inspect all work sites for hazards, or potential hazards on a daily basis.
- D. During the required inspection of all work sites for hazards, or potential hazards, the Contractor shall keep a log indicating the date the area was inspected, any unsafe conditions found, and the action taken.
- E. The Contractor shall cooperate fully with the City of Banning in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the City Engineer within five (5) days following the occurrence.

XII. SAFETY

- A. The Contractor shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation, to safely maintain equipment, machines and materials or other hazards consequential or related to the work. The contractor shall have sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to CAL-OSHA.
- B. The City Engineer or his designee, reserves the right to issue restraint, or cease and desist orders, to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.
- C. The Contractor shall so conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as deemed necessary

by the City Engineer or his designee.

- D. The Contractor must abide by the provisions of the **“WORK AREA TRAFFIC CONTROL HANDBOOK” (WATCH)** published by Building News, Inc., 3055 Overland Avenue, Los Angeles, CA 90034 (213) 202-7775.
- E. High Level Warning Devices provide advance warning of a work area by being visible to a driver even when the work area is obstructed from view by vehicles or construction equipment.
1. High level warning devices shall be used where indicated by the City Engineer, such as, at street approaches to locations where construction or maintenance work is being performed within or immediately adjacent to a traffic lane.
 2. High level warning devices shall be at least 9 feet high with legs base, or truck mounting designed to resist overturning in brisk winds. Sandbags may be used to add weight to the base or legs. High Level Warning devices shall be equipped with a yoke at the top to accommodate at least three flags. Flags shall be fabricated of high visibility orange material and equipped with stays to keep flags extended. Torn or dirty flags shall be immediately replaced.
 3. The warning signs are intended to be permanently mounted to the High Level Warning Device. These signs must be approved by the proper authorizing agency. When required, all signs must be provided, installed and maintained by the Contractor. No signs or supports shall bear any commercial advertising. These warning signs shall be high visibility orange material with black lettering.
 4. Signs shall be installed immediately before work is to commence and must be removed immediately after work is complete.
 5. The location of the signs will depend upon alignment, grade, location of street intersections, and posted speed limit. Signs shall face and be visible to oncoming traffic and be mounted so as to resist displacement. The center of the warning sign shall be at least 4 1/2 feet above the roadway. The Advance Warning signs shall be located on the right hand side of traffic lanes. Minimum Sign Placement From Work Area are listed as follows:

Traffic Speed Advancement Warning Sign Placement

25 MPH	150 FT.
30 MPH	200 FT.
35 MPH	250 FT.
40 MPH	350 FT.
45 MPH	550 FT.

XIII. REMOVING OBSTRUCTIONS AND MAINTENANCE OF EXISTING IMPROVEMENTS

- A. When the work hereunder involves performance upon City property, and when the proper completion of the said work requires the temporary or permanent removal of Improvements, the Contractor shall, at his own expense, remove, and without unreasonable delay temporarily or permanently replace or relocate to the satisfaction of the City and of any other person or agency having jurisdiction, all water pipes, drainage lines, irrigation lines, conduits, culverts, driveways, fences, wires, poles, retaining walls, curbs, gutters, concrete walks, trees, shrubs, lawns and all other improvements. All such improvements temporarily removed shall be maintained until permanently replaced, all at the Contractor's expense.
- B. Where the work is to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractor shall remove such trees or plants as may be necessary for the prosecution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on the lawns during the process of construction, the Contractor shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and the lawn.
- C. Unless otherwise indicated in the contract documents all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected, or damaged by him during the progress of the work, provided, that should the contractor in the performance of the work disturb, disconnect, or damage any of the above, all expense arising from such disturbance, or in the replacement or repair thereof, shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated for the cost of locating and repairing damage to main or trunkline utility facilities located on the job site, not due to the failure of the Contractor to exercise reasonable care; for costs of removing or relocating such utility facilities not indicated in the contract documents with reasonable accuracy; and for the operation cost for equipment on the project necessarily idled such work.
- D. At least two working days prior to commencing any excavation pursuant to this Contract, the Contractor shall contact Underground Service Alert or other appropriate regional notification center if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface

installations.

XIV. WORK SCHEDULE

- A. The Contractor shall accomplish all normal landscape maintenance required under this contract **between the hours of 7:00 AM and 6:00 PM, Monday through Saturday.** The City Engineer may grant, on an individual basis, permission to perform contract maintenance during other hours. **No maintenance functions that generate excess noise, which would cause annoyance to residents, shall commence before 8:00 AM. The Contractor shall establish a schedule of routine work to be followed in the performance of this contract, and submit such schedule to the City Engineer.**
- B. Within ten (10) days after the start of the maintenance contract, the Contractor shall submit to the City Engineer weekly detailed job schedule, names and titles of all persons working on the project. Materials and/or chemicals to be used on any site shall be approved by the City Engineer or his representative. The City Engineer shall be notified within five (5) working days of any deviation from this schedule or material usage.
- C. **The Contractor shall maintain and keep current a report form that records all on-going, seasonal and additional work maintenance functions performed on a daily basis by the Contractor's personnel. Said report shall be in a form and content acceptable to the City Engineer and shall be submitted to the City Engineer monthly. The monthly payment will not be made until such report is received by the City Engineer.**

XV. CONTRACTOR STAFF

- A. The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing high quality and on schedule work required under this contract during the prescribed hours.
- B. The Contractor shall have competent supervisors, who may be working supervisors, on the job at all times. Work that is being performed must be by those who are capable to communicate effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisors must be able to demonstrate to the satisfaction of the City Engineer that they possess adequate technical background. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor.
- C. The Contractor, and his employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The City Engineer may require the Contractor to remove from the work

site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of Banning.

- D. The Contractor shall require each of his employees to wear basic public works working attire. This includes proper shoes, and other gear required by the State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times; safety vests are required when indicated by the Work Area Traffic Control Handbook.

XVI. STORAGE FACILITIES

The City of Banning shall not provide any storage facilities for the Contractor.

XVII. SIGNS

- A. The Contractor shall not post signs or advertising matter upon the areas under maintenance unless prior written approval is obtained from the City Engineer.
- B. The Contractor shall, at all times, remove all unauthorized signs and advertising matter in the area under maintenance.

XVIII. LOCKS AND KEYS

- A. Where City of Banning locks and keys are required as part of this contract, the Contractor shall:
 - 1. Not duplicate any coded City key furnished by the City for access and operation of the controller.
 - 2. Surrender all keys furnished by the City promptly at the end of the contract period, or at any time deemed necessary by the City Engineer to prevent loss to the City of Banning.
 - 3. Protect the security of City property by keeping controller cabinet and enclosure doors locked at all times.
 - 4. Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the City Engineer.

XIX. UTILITIES

- A. The City of Banning shall pay for maintenance related water and electrical utilities.
- B. Water usage shall not exceed the amount required to comply with irrigation

schedules established by the Contractor and approved by the City Engineer.

- C. The Contractor may be required to pay for excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in water usage.
- D. The excess cost will be determined by comparing the current usage with historical usage for the same time period.
- E. The excess cost factor may be deducted from payments to the Contractor; however, the Contractor will be allowed to explain the increase in utility usage prior to the determination that a deduction is warranted.

XX. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises, and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

XXI. PARKING

The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of CAL-OSHA.

XXII. USE OF CHEMICALS

- A. The Contractor shall submit a list of all chemical herbicides, pesticides and rodenticides proposed for use under this contract for approval by the City Engineer upon award of the contract. Materials used shall be limited to chemicals approved by the State of California Department of Food and Agriculture. The list shall include the exact brand name and generic formulation. The use of a chemical on the list shall be based on the recommendations of a licensed pest control advisor. The Contractor shall provide a list of pesticide applicator personnel and a copy of their Qualified Applicator license, issued by the Dept. of Pesticide Regulation Licensing to the City each year of the Contract.
- B. The use of chemicals shall conform to the current County of Riverside Agriculture Commissioner regulations.
- C. **No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by the City Engineer as appropriate for the purpose as proposed.**

XXIII. DISEASE AND PEST CONTROL

- A. The Contractor shall regularly inspect all landscaped areas for the presence of disease, snail, insect or rodent infestation. The Contractor shall advise the City Engineer within five (5) days when any disease, snail, insect or rodent infestation is found; he shall identify the disease, snail, insect or rodent and specify control measures to be taken. Upon written approval of the City Engineer, the contractor shall implement the approved control measures, exercising extreme caution in the application of all spray materials, dusts or other materials utilized.
- B. Approved control measures shall be continued until the disease, snail, insect or rodent is controlled. The Contractor shall utilize all safeguards necessary during disease, snail, and insect or rodent control operations to ensure safety of the public and the employees of the Contractor.
- C. The Contractor shall perform at his sole expense the following services:
 - 1. All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application.
 - 2. **All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural Commissioner's Office and a permit obtained with a copy to the City Engineer prior to use. Pesticide application employees are trained and certified under the Federal Insecticide Fungicide and Rodenticide Act (FIFRA) requirements and the California Food and Agriculture Code. A copy of this license shall be given to the City Engineer to comply with the City's NPDES Permit.**
 - 3. **A copy of all forms submitted to the County Agricultural Commissioner shall be given to the City Engineer on a monthly basis.**
 - 4. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.

XXIV. WEED CONTROL

- A. For the purpose of these specifications, a weed will be considered as "any undesirable or misplaced plant."
- B. All areas within the specified maintenance area, including but not limited to, turf

grass, shrub and ground cover areas, banks, planters, and hardscape areas shall be kept free of weeds at all times.

- C. Weed removal shall consist of complete removal of all weeds, including top growth and roots, as the weeds appear.
- D. Weed control shall be performed a minimum of one (1) time per week.
- E. Bare areas between plants shall be cultivated by hand on a weekly basis.
- F. Weeds shall be controlled either by hand, mechanical or chemical methods; however, the City Engineer may restrict the use of chemical weed control in certain areas.

XXV. METHOD OF IRRIGATION

- A. Irrigation shall be done by the use of automatic or manual sprinkler systems where available and operable.
- B. All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplemental irrigation. Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.

XXVI. INITIAL IRRIGATION INSPECTION

- A. The Contractor shall initially inspect and familiarize himself with the entire irrigation system at all work sites and identify all needed repairs.
- B. **Required repairs and associated costs (cost estimate) shall be submitted to the City Engineer in a written statement within two (2) weeks after the start date of the Landscape Services Contract. If a written statement documenting the required repairs is not received by the City Engineer within the stated time frame, the entire system shall be interpreted as being fully operational.**
- C. The City shall review and verify all submitted repairs. Repairs may be completed by the following methods:
 - 1. Authorize the Contractor to make appropriate repairs at the expense of the City as described in Section IV.
 - 2. Use City forces to make required repairs.
 - 3. Use another source to make required repairs.

- D. Upon completion of such repairs the Contractor shall sign-off each area as being fully operational.

XXVII. IRRIGATION INSPECTIONS, MAINTENANCE AND REPAIRS

- A. **The Contractor shall file a monthly statement with the City Engineer reporting all system malfunctions, damage and obstructions, noting when corrective action was taken and certifying that all irrigation systems are functioning properly.**
- B. The Contractor shall inspect the operation of the irrigation system weekly for any malfunctions. In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.
- C. The Contractor shall maintain all irrigation systems, at no additional cost to the City, in such a way as to:
1. Guarantee proper coverage and full working capability.
 2. Make whatever adjustments may be necessary to prevent overspray or excessive runoff into street right-of-ways or other areas not meant to be irrigated. Water conservation measures will be complied with.
- D. The Contractor shall repair or replace inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation pipes, all manual and automatic valves, backflow devices, filters, strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers.
1. Maintenance includes, but is not limited to; tightening of loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers and backflow devices; adjusting sprinkler heads, anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters.
- E. Irrigation repairs shall be made within the following time limits:
1. Mainline irrigation breaks shall be repaired within two (2) hours of identification or notification.
 2. All other irrigation repairs shall be made within one (1) day of identification or notification.

- F. Replacement of irrigation components shall be with originally installed materials of the same size and quality. Substitutions must be approved by the City Engineer in writing prior to installation.

XXVIII. CONTROLLER PROGRAMMING

- A. The City Engineer may change the irrigation schedule as the need develops.
- B. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:
1. Whenever possible, automatic irrigation shall be programmed to operate **between the hours of 10:00 PM and 6:00 AM**. The Contractor shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. **If water is found running, an equitable amount may be deducted from the Contractor's payment.**
 2. In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night.
 3. Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and erosion potential and the relationship of conditions which affect day and night watering.
 4. Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun or shade. Also, the variation in the size of plants, as well as varietal differences must be considered.
 5. The irrigation system will be controlled by the Contractor in such a way as not to cause an excessively wet area, which could interfere with the Contractor's ability to mow all turf.
 6. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
- C. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.

XXIX. IRRIGATION CONTROLLER LOG BOOK

- A. The Contractor shall furnish and maintain a controller logbook inside each controller cabinet in a waterproof packet.
- B. **A controller schedule for each controller shall be submitted to the City Engineer for review and approval within two (2) weeks after the start date of the Landscape Contract.**
- C. This controller schedule shall be entered into the logbook upon approval. An entry shall be made in the logbook each time a controller program is checked, or a setting is changed.
- D. All changes in the controller schedule shall be submitted and approved by the City Engineer prior to implementation of the requested change.
- E. The log book shall record the date of the controller program check or change, the results of the program check or reasons for a program change, and the name and initials of the person responsible for the check or change.
- F. Upon completion or termination of the Contract Agreement, the logbook shall become the property of the City of Banning.

XXX. TURF GRASS CARE

- A. Turf Grass Mowing:
 - 1. The Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
 - 2. The blade adjustment shall provide a uniform, level cut without ridges, depressions, or scalping.
 - 3. All turf grasses shall be cut at a height between one and three-quarter (1-3/4) and two (2) inches with a rotary type mower throughout the year.
 - 4. Turf grass mowing height adjustments during periods of renovation shall be approved by the City Engineer.
 - 5. All turf grass clippings shall be picked up and removed to a legal dumping site prior after each mowing.
 - 6. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.
 - 7. A mowing schedule, established by the Contractor and approved by the City Engineer, shall be maintained. All areas shall be mowed weekly; however, the Contractor may request alteration of this mowing frequency during period of inclement weather or slow growth.

B. Turf Grass Edging and Trimming

1. Turf grass edging and trimming shall be performed weekly at the time of mowing.
2. Edging of turf grass shall be performed with a power edger containing a steel blade.
3. All turf grass adjacent to sidewalks, curbs, mowing strips, shrub beds and where no improved surface exists, shall be edged in a neat uniform line.
4. Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structures located within the turf grass area.
5. A four (4) inch barren strip shall be provided, and maintained, between turf grass areas and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
6. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
7. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
8. After mowing and edging are completed, all adjacent walkways and gutters shall be swept clean.

C. Turf Grass Fertilization

1. The turf grass shall be fertilized four times a year to provide a healthy and vigorously growing turf grass with horticulturally acceptable growth and color.
2. Fertilization shall be performed with a balanced fertilizer, consisting of 16-6-8 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area.
3. **The Contractor shall notify the City Engineer, in writing, five (5) working days prior to any fertilizer application. This written document shall include the location and date the fertilizer application will be performed and the type of fertilizer and method of application to be used.**
4. The Contractor shall immediately irrigate after each fertilizer application.
5. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

D. Turf Grass Renovation

1. All turf grass shall be renovated annually.
2. Renovation shall consist of aerating, verticutting, thatch removal and overseeding.
3. **The Contractor shall notify the City Engineer, in writing, five (5) working days prior to any renovation operation. This written document shall include the location and date the renovation will be performed and the type of equipment and materials to be used.**
4. The Contractor shall remove all renovation-generated debris from the work site the day of the renovation operation and prior to vacating the work site.
5. Aerating shall be performed between March 1 and March 31, and shall be performed with an aerator machine which has one-half (1/2) to one (1) inch in diameter coring tines spaced no more than six (6) inches apart. The machine shall remove cores from the turf a minimum of two (2) inches in length.
6. Overseeding shall be performed within two (2) days after verticutting with properly calibrated seeders.
 - a. Turf grass shall be overseeded at a rate of eight (8) pounds of seed per 1,000 square feet. Certified Perennial Ryegrass shall be used. Seed tags shall be provided to the City Engineer.
 - b. The overseed shall be covered with one-eighth (1/8) inch of topper. The topper must be approved by the City Engineer and not contain Steer Manure.
7. Reseeding of bare spots shall be performed continually throughout the year to reestablish turf to an acceptable quality.
 - a. Reseeding shall be performed with certified turf grass seed similar to the established turf at a rate of eight (8) pounds per 1,000 square feet.
 - b. Seed shall be topped with one-eighth (1/8) inch of topper. The topper must be approved by the City Engineer and shall not contain Steer Manure.
 - c. The City Engineer may require the use of sod when deemed necessary. Provided that the loss of turf grass was not due to the negligence of the Contractor, the Contractor shall be entitled to the wholesale cost of the sod only.

XXXI. GROUND COVER CARE

A. Ground covers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. The plants give a flat or two-dimensional effect to the landscape, such as, but not limited to arctotheca, gazania, vinca, baccharis, ivy trachelosperum, and varieties of ice plant.

B. Edging and Trimming of Ground Cover

1. Edging of ground cover areas shall be performed weekly.
2. All ground cover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.
3. All ground cover shall be continually trimmed at the dripline of all shrubs.
4. All ground cover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the ground cover areas.
5. Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
6. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
7. After edging or trimming, the Contractor shall sweep clean all adjacent sidewalks or gutters.

C. Cultivation of Ground Cover Areas

The open soil between plants shall be cultivated weekly where the planting permits.

C. Renovation of Ground Cover Areas

Ground cover plantings shall be thinned and pruned for the health of the planting and the appearance of the site.

E. Replanting of Ground Cover Areas

Replanting shall be required to maintain the continuity of the ground cover area. Replacement material costs shall be incurred by the City; however, labor shall be provided by the Contractor at no additional cost to the City.

F. Ground Cover Fertilization

1. The ground cover shall be fertilized to provide a healthy and vigorously growing ground cover with horticulturally acceptable growth and appearance.
2. Fertilizing shall be performed with a balanced fertilizer, consisting of a 16-6-8 ratio, at a rate of one (1) pound actual Nitrogen per 1,000 square feet.
3. The Contractor shall immediately irrigate after each fertilizer application.
4. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.
5. **The Contractor shall notify the City Engineer, in writing, five (5) working days prior to any fertilizer application. This written document shall include the location and exact date of the fertilizer application and the type of fertilizer and method of application to be used.**

XXXII. SHRUB CARE

A. Pruning of Shrubs

1. **All shrubs shall be pruned annually in February, or more frequently if needed, to encourage healthy growth habits, removal of dead or damaged branches and maintain natural shape.**
2. Shrubs shall be pruned with sharp pruning tools.
3. Shrubs shall be pruned, as necessary, to prevent encroachment of passageways, walks, streets, and view of signs.
4. All pruning cuts shall be one-quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
5. The Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
6. Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
7. Shearing, hedging or severe pruning shall not be permitted without prior written permission from the City Engineer.
8. **The Contractor shall notify the City Engineer five (5) working days prior to the annual pruning, in writing, stating the exact location and date the annual pruning shall be performed.**

B. Shrub Fertilization

Shrubs shall be fertilized as necessary to maintain horticulturally acceptable health and color. Foliar fertilization may be performed when appropriate.

C. Shrub Replacement

1. All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species and size of plant material that existed.
2. Substitutions for any plant materials must have prior written approval by the City Engineer.
3. Original plans and specifications shall be consulted to determine correct identification of species.
4. All shrubs shall be guaranteed to live and remain in a healthy condition for no less than six (6) months from the date of installation, inspection and verification by the City Engineer.

D. Care shall be taken to prevent soil build-up around the crown of shrubs.

XXXIII. TREE CARE

A. Tree Trimming

1. The Contractor shall be responsible for all tree trimming to a height of twenty (20) feet.
2. All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will insure that each individual tree is trimmed carefully to promote the tree's health and appearance.
3. All work shall be of the highest quality and performed in accordance with approved professional tree trimming standards.
4. All trees shall be pruned to remove or prevent encroachment where it blocks vision, or encroaches in any manner deemed undesirable by the City Engineer.
5. All trees shall be maintained free of dead, diseased and damaged branches back to the point of breaking. Cuts must be made flush with the parent limb, or trunk to promote proper healing.
6. All sucker growth is to be removed from trees as it occurs.
7. The Contractor shall maintain all branches to avoid encroachment on sidewalks and curb lines at a height less than ten (10) feet.
8. All branches which encroach over private property shall be removed as directed.

B. Tree Staking

1. The Contractor shall, at no additional cost to the City, stake and tie all trees which require support.
2. Tree stakes shall be pentachlorophenol treated lodgepole pine not less than eight feet (8') in length for five-gallon size trees, and not less than ten feet (10') for fifteen-gallon size trees. Two (2) tree stakes are required per tree.
3. Guide wires will be of pliable, zinc-coated ten-gauge wire (three ties per tree), and should have a white P.V.C. sleeve for visibility.
4. Trees shall be secured to stakes with cinch ties or equivalent and shall be removed at the direction of the City.
5. Stakes shall not be placed closer than eight (8) inches from the tree trunk.
6. Stakes and ties shall be placed so no chafing of bark occurs and shall be checked frequently, and re-tied as necessary, to prevent girdling.

C. Tree Replacement

1. The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the City Engineer.
 - a. Replacement shall be made by the Contractor with the kind and size tree determined by the City Engineer.
 - b. Where there is a difference in value between the tree lost and the replacement tree, this difference will be deducted from the Contractor's payment.
 - c. In all cases the value of the trees lost will be determined by the City Engineer, using the latest American Shade Tree Conference guidelines for value determination.
2. Downed trees, due to any cause, shall be removed and the stump ground to a depth of grade level and re-filled the same day of identification or notification.
3. Trees lost from causes other than the Contractor's negligence shall be replaced by the Contractor with a fifteen (15) gallon size tree and billed according to Section VIII. The City Engineer may specify a species of tree for replacement different from the one lost.

D. Fertilization

The Contractor shall fertilize trees as necessary to maintain horticulturally acceptable health and color.

E. Tree Irrigation

1. All trees shall be adequately irrigated to maintain a healthy and attractive appearance.
2. Irrigation run-off and overspray shall be minimized.
3. Trees shall be irrigated in a method which promotes deep root growth.

XXXIV. GENERAL CLEAN-UP

- A. The Contractor shall remove all trash and accumulated debris from the work sites. In addition, dog feces are also to be removed from the walkways, turf or ground cover areas.
- B. The Contractor shall remove all litter from the maintained area daily, five (5) days per week (Monday through Friday).
- C. The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area. The Contractor is responsible to insure the roadway is cleared of all dirt and debris within four (4') feet of the curb and gutter in all areas adjacent to maintenance responsibilities.
- D. The Contractor is responsible for cleaning walkways immediately following mowing and edging and by use of power sweeping or blower equipment not less than once per week. This includes removal of all foreign objects from surfaces such as gum, dog feces, grease, paint and graffiti. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.
- E. The Contractor shall maintain all drains and catch basins free of siltation and debris at all times. All v-ditches and drainage areas shall be kept clean and edged weekly by the Contractor.
- F. The Contractor shall remove all accumulated leaves from all areas not less than once per week.

XXXV. NATURAL AREAS

- A. All natural areas shall be maintained in an existing state except for the following items, which shall be performed on a **weekly basis**:
 1. Remove all trash and debris, or other items as determined by the City Engineer, to a legal dumping site.
 2. Provide and maintain a fifteen (15) foot barren area adjacent to any improved area.

3. Remove and/or repair any dead or broken branches or safety hazards within two (2) hours of identification or notification.
4. Maintain all gates and entryways in a safe and usable condition.

XXXVI. REPAIR OF WALKWAYS AND MISCELLANEOUS IMPROVEMENTS

- A. All walkways shall be maintained by the Contractor so as to keep the integrity of the walking surface in a safe, unimpaired condition. The Contractor shall be entitled to additional compensation, subject to approval by City as stated in Section VIII.
- B. The Contractor will not be responsible for total replacement of walkways as a result of normal deterioration, but will be required to replace all improvements damaged by his negligence.
- C. It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. The Contractor shall be entitled to additional compensation, subject to approval from City, for these services as stated in Section VIII.

XXXVII. EMERGENCY CALLS

- A. The Contractor shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours.
- B. Calls of an emergency nature received by the City Engineer shall be referred to the Contractor for immediate disposition.
- C. If the Contractor cannot be reached within two (2) hours the City will deduct from the monthly billing the cost of City forces, or other sources, used to repair the emergency.

XXXVIII. EXTRAORDINARY SERVICES

- A. The Contractor shall be responsible for providing extraordinary maintenance repairs to existing landscape and new landscape areas.
 1. Extraordinary maintenance shall include answering emergency calls as required. The Contractor shall respond to an emergency call within two (2) hours. The contractor shall maintain a 24 hours a day on-call service for emergency calls.

2. The Contractor shall notify the City Engineer, or his representative by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed.
 3. The Contractor shall be compensated for extraordinary work as defined in Section VIII.
- B. In situations involving emergency repair work after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours.
1. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic.
 2. When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary and make the required repairs.
- C. If a City representative is at the site when the Contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with the representative.
- D. An emergency may be called by the following individuals or their designated representative, at any time for extraordinary services involving repair work:
1. City Manager
 2. Public Works Director
 3. Police Chief
 4. City Engineer

XXXIX. EXECUTION OF CONTRACT

- A. The Contractor shall maintain all work under the Contract Agreement from date of award through termination of contract.
- B. The date of award shall be determined by the City.**
- C. The date of termination shall be as stated on the Contract Agreement; however, the Contract is subject to extension or termination as described in these Specifications/Scope of Services and in the Contract Agreement.
- D. Approved Change Orders shall be completed within 30 days of being issued in accordance with Section VIII.
- E. Any documented punch list/inventory list shall be completed within two (2) weeks of the award of contract. If not completed within two (2) weeks, the

documented punch list may be deemed as unsatisfactory performance and subject to termination procedures.

XL. METHOD OF PAYMENT

- A. The Contractor will be paid monthly for satisfactory work, as determined by the Public Works Director, performed under the Contract Agreement.
- B. Billing adjustments may be made where authorized by the Contract Agreement.
- C. On or about the first of each month the Contractor shall submit an invoice and all reports required in the Contract Agreement for work performed in the prior month.
 - 1. This invoice shall be in accordance with the contract price and shall become the basis for payment.
 - 2. This invoice shall be subject to review and approval by the City Engineer.
 - 3. All submitted invoices, approved by the City Engineer, shall require three (3) weeks for processing by the City of Banning, Finance Department.
 - 4. Any charges in the invoice not approved by the City Engineer shall not be paid by the City.

XLI. DISCREPANCIES OR OMISSION

- A. Should a bidder find discrepancies or omissions in the plans, specifications or other documents, or be in doubt as to their true meaning, he may request a written interpretation from the City Engineer or his designee.
- B. Any interpretation, or change in the proposed documents, will be made only by Addendum issued to each person to whom bid forms have been issued and shall become a part of the bid.

XLII. MINOR MODIFICATION

The City Engineer may modify these specifications with the joint approval of the Contractor.

XLIII. CONTRACTOR NONCOMPLIANCE

- A. If the City Engineer determines that there are deficiencies in the performance of the Contract Agreement, the City Engineer will provide a written notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the

City Engineer, to correct the specified deficiencies.

- B. Should the Contractor fail to correct any deficiencies within the stated time frame, the City Engineer may exercise the following measures:
1. Withhold the entire or partial payment.
 2. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.
 3. Deduct liquidated damages. Since it is extremely difficult to set a price on the extent of actual damages which result from failure to correct a deficiency within a stated time frame; a reasonable estimate of such damages shall be set at \$200 per day, or a portion thereof, for each deficiency which exceeds the stated time frame.
- C. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover City of Banning cost due to the failure of the Contractor to complete or comply with the provisions of the Contract Agreement.
- D. The City Engineer shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources.

XLIV. PAYMENTS WITHHELD

- A. The City may withhold entire or partial payment for reasons as follows:
1. Work required in the specifications which is defective, incomplete or not performed.
 2. Claims filed, or reasonable evidence indicating probable filing of claims, by supplier, etc.
 3. Failure of the Contractor to make payments to subcontractors, or for materials and/or labor.
 4. Reports, logs or written documentation required of the Contractor to be delivered to the City Engineer which are incomplete or not performed.

XLV. WITHHELD CONTRACT FUNDS

The Contractor may, at his sole cost and expense, substitute securities equivalent to any moneys withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State or Federally Chartered Bank as escrow

agent who shall pay such moneys to the Contractor upon satisfactory completion of the contract. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Public Contract Code Section 22300.

XLVI. CONTRACT TERMINATION

- A. The City reserves the right to terminate the Contract Agreement, without penalty, for cause immediately or without cause after thirty (30) days written notice thereof is delivered to the Contractor either personally or by mail addressed as shown on the purchase order form. The Contract Agreement may be terminated by the City of Banning, at any time and without cause, upon 30 days prior written notice to the party. The Contract Agreement may be terminated by the Contractor at any time and without cause, upon 90 days prior written notice to the City of Banning (Owner).
- B. In the event of such termination, the bonds required shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed.
- C. If the Contract Agreement is terminated by either Contractor or Owner, Contractor shall furnish the services necessary to continue normal operations, for a period up to ninety (90) days after the termination date. This ninety (90) day period will commence only at the Owner's request. Such period shall be for the purpose of continued supervision and of assisting in the placement and training of Landscape Maintenance District personnel to be furnished by the Owner or other persons. In such event, Owner shall pay Contractor at then existing rates of compensation during such ninety (90) day period.
- D. Upon termination by either Owner or Contractor, the Owner may employ, at Owner's sole discretion, as Owner's employees, all or any personnel then employed by the Contractor for Owner's operation of the Landscape Maintenance District No. 1.
- E. If the Contractor fails to meet the specifications of this contract for any fifteen (15) consecutive days, the City may at its option terminate the balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) days after such notice is mailed.

XLVII. COMPLAINTS FROM CITY OF BANNING

- A. **The Contractor shall maintain a monthly written log of all complaints, which includes the date and time received and the action taken or the reason for non-action. The monthly log of complaints shall accompany the monthly invoice.**

- B. **All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the City Engineer.**
- C. If any complaint is not abated within 24 hours, the City Engineer shall be notified immediately of the reason for not abating the complaint, followed by a written report to the City Engineer within five (5) days.
- D. If the complaints are not abated within the time specified, or to the satisfaction of the City Engineer, the City Engineer may correct the specific complaint and the total cost incurred by the City of Banning will be deducted and forfeited from the payments owing to the Contractor from the City of Banning.

XLVIII. HOLD HARMLESS AND CITY INSURANCE REQUIREMENTS

The Contractor shall not commence work under the contract until it has secured all insurance required under this section. In addition, the Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

- A. Minimum Requirements. The contractor shall, at its expense, procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the Work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:
- B. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' compensation insurance as required by the State of California and Employer's Liability Insurance.
- C. Minimum Limits of Insurance. The Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per

accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Worker's compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

- D. Insurance Endorsements. The insurance policies shall contain the following provisions, or the Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:
- E. General Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.
- F. Automobile Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.
- G. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arises from work performed by the Contractor.
- H. All Coverages. Each insurance policy required by the Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

- I. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.
- J. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- K. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City's current standards.
- L. Verification of Coverage. The Contractor shall furnish the City with original certificates of insurance and endorsements effecting coverage required by the Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- M. Subcontractors. All subcontractors shall meet the requirements of this section before commencing Work. In addition, the Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

XLIX. CONTRACTOR IS AN INDEPENDENT CONTRACTOR: INDEMNIFICATION

- A. The Contractor shall act under the contract as an Independent Contractor through the City of Banning and will not be an agent, or employee of the City.
- B. The Contractor shall not represent or otherwise hold out itself or any of its subcontractors, directors, officers, partners, employees or agents, to be an agent or employee of the City.
- C. The Contractor shall indemnify and otherwise hold harmless the City, its officials,

officers, directors, employees, agents and other representatives, from all liability loss, or damage (including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the contractor, or of any of its subcontractors, directors, officers, partners, employees, or agents in the course of, or in connection with, the Contractor's performance under the contract).

- D. The parties agree to cooperate fully in the resolution of any claims for such liability, loss or damage.

L. SUBCONTRACTOR/ASSIGNMENT OF CONTRACT

- A. Reference is hereby made to the provisions of The Subletting and Subcontracting Fair Practices Act (Public Contracts Code Sections 4100. et. seq.).
- B. A copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor, giving the name of the subcontractor, and the terms and conditions of such subcontract, shall be filed with the City before the subcontractor begins work. Each subcontract shall contain a reference to this Contract Agreement between the City and the Contractor, and the terms of that Contract Agreement between the City and the Contractor and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment by the Contractor at the order of the City, if, in the City's opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable. Nothing herein contained shall create any contractual relation between any subcontractor and the City or relieve the Contractor of any liability or obligation hereunder.
- C. The Contractor shall not assign, transfer, convey or otherwise dispose of this contract, or of his rights or interests in or to the same or any part hereof without the previous consent in writing of the City. If the Contractor, without such previous written consent, assigns, transfers, conveys, or otherwise disposes of the contract, or of his rights or interests therein, the contract may, at the option of the City, be terminated and revoked, and the City shall thereupon be relieved and discharged from any and all liability and obligations arising out of the same to the Contractor, and to his assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any part thereof unless authorized by the written consent of the City.

LI. COMPLIANCE WITH THE LAW

- A. The Contractor agrees that his performance under this contract shall comply with all applicable laws of the United States of America, the State of California, the

County of Riverside, the City of Banning and any other political entity having jurisdiction over the activities of the contractor.

- B. **The Contractor State License Board for the State of California has administratively determined, in writing, that a C-27 Landscape Contractor License is required to provide the service as set forth in the contract and specifications. Therefore, each bidder will be required to hold a valid C-27 Landscape Contractor License.**
- C. The State of California Department of Food and Agriculture has advised the City of Banning of the following:
 - 1. Prior to any pesticide application a written recommendation from a valid, licensed California Agricultural Pest Control Advisor must be secured.
 - 2. A valid California Agricultural Pest Control Operators License is required to apply chemicals during the landscape maintenance operation.
 - 3. Therefore, each bidder shall be required to have valid Agricultural Pest Control Licenses, or indicate in writing how they shall comply with State and California Food and Agricultural codes.

LII. PAYROLL

- A. Section 1776, Chapter 1 of Division 2, from the California Labor Code requires that each Contractor and Subcontractor keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and each week and the actual per diem wages paid each journeyman, apprentice or worker employed by him.
- B. The employee's own payroll records shall be available for inspection, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standard.
- D. Pursuant to Labor Code Section 1778.8, the Contractor agrees to pay travel and subsistence payments to each workman needed to execute the work in accordance with the applicable collective bargaining agreements filed with the Department of Industrial Relations.

LIII. LABOR STRIKE

- A. It will be the responsibility of the Contractor to provide continuous maintenance services, without any interruption.
- B. In case of any labor strikes, the Contractor shall provide other means, at its own cost, to provide a comparable continuous service as if there were no strike.

- C. Failing to do so will cause the City to take whatever action is deemed necessary to provide such service and the cost will be borne by the Contractor.

LIV. LABOR STANDARDS PROVISION

In accordance with the provisions of the California Labor Code, not less than the general prevailing rate of per diem wages for each craft, or type of workman and mechanic needed to execute the contract in the locality in which the work is to be performed, and not less than the general prevailing rate of per diem wages for holidays and overtime work, as determined by the Director of Industrial Relations of the State of California, shall be paid to all workmen employed. Wage rates to be paid shall be the most current of the General Prevailing Wage Determinations made by the Director of Industrial Relations, pursuant to California Labor Code, Part 7, Chapter I, Article 2, Sections 1770, 1773, and 1773.1. It is the Contractor's responsibility to ensure the current wage rates in effect are being paid on the various crafts used on this Project.

LV. LABOR DISCRIMINATION

- A. Attention is directed to Section 1735 of the Labor Code, as added by Chapter 643, Statutes of 1939, which reads as follows:

"No discrimination shall be made in the employment of persons upon Public Works because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for Public Works violating this section is subject to all the penalties imposed for a violation of this chapter."

LVI. APPRENTICESHIP STANDARD

Where required under law, the prime Contractor on this project shall assume full responsibility for compliance with apprenticeship standards as established by Section 1777.5 of the California State Labor Code.

LVII. PATENTS

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on, or incorporated in, the work.

LVIII. ANTI-TRUST CLAIMS

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and

agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

LIX. NOTICES

- A. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally, sent by prepaid, first-class mail, or by facsimile followed by mailing of said notice.
- B. Any notice demand, request, consent, approval, or communication that either party desires, or is required to give to the other party, shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address.
- C. Notice shall be deemed communicated two (2) City working days from the time of mailing if mailed as provided in this paragraph.
- D. Address for notification:
 - 1. City of Banning
Attn: City Engineer
Public Works Department
P. O. Box 998
Banning, CA 92220

2. Contractor: _____
ATTN: _____

LX. LICENSE/BONDS

- A. **The Contractor shall obtain any necessary City Business License and maintain it as current for the term of the contract.**
- B. **As stated in Section XLVII, a C-27 Landscape Contractor License is required to be valid at all times.**
- C. **A certified pesticide applicator's license is required if such chemicals will be**

used. Submit the license to the City prior to the Contract start date.

- D. No bid will be considered unless it is made on a proposal form furnished by the City (Attachment "B"). Each Bid must be accompanied by cash, a certified cashier's check or bidders bond of the prescribed form and made payable to the City of Banning for an amount equal to ten percent (10%) of total bid for twelve months, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to furnish the required bonds and enter into a contract with the City within the period of time provided by the proposal requirements.**

ATTACHMENT "A"

LOCATION MAP OF LANDSCAPE MAINTENANCE DISTRICT NO. 1

NOTE: Numbers one through sixteen are currently part of LMD No.1; Tract No. 30642 is NOT included yet.

Map of Landscape Maintenance District No. 1

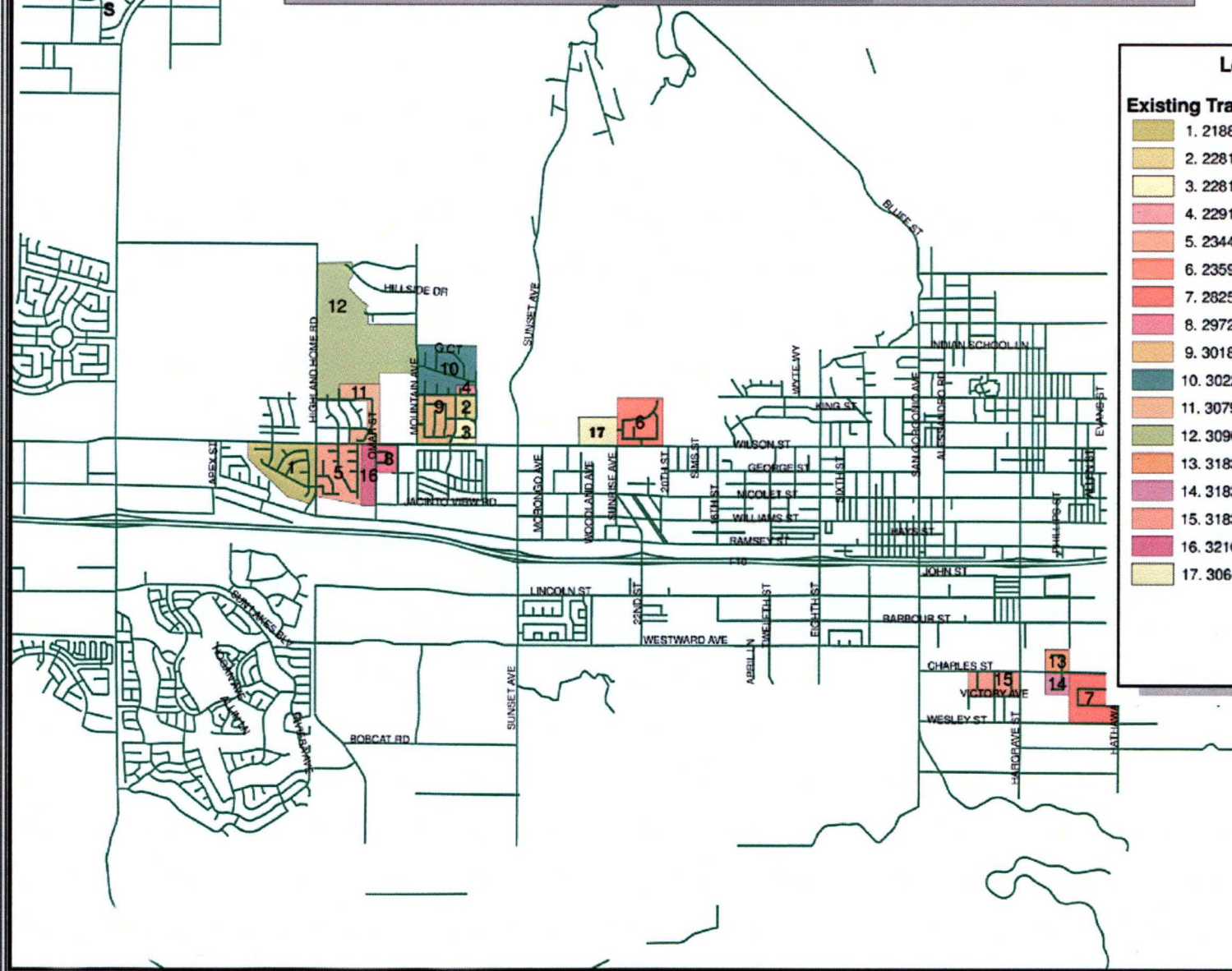
2014/2015



Legend

Existing Tracts

- 1. 21882 Snow Creek I
- 2. 22810 Dev. Corp
- 3. 22811 Dev. Corp
- 4. 22913 Arce Bros.
- 5. 23446 Highland Estates
- 6. 23598 Snow Creek II
- 7. 26252 Fair Oaks
- 8. 29721 The Pines
- 9. 30186 Wilson Homes
- 10. 30222 Wilson Homes
- 11. 30793 Fiesta Collection
- 12. 30906 Evergreen Estates
- 13. 31833 Fair Oaks
- 14. 31834 Fair Oaks
- 15. 31835 Fair Oaks
- 16. 32109 Sunset Ridge
- 17. 30642 Diversified Pacific Opportunity Fund



ATTACHMENT "B"

**BID PROPOSAL AND BID PACKAGE
CHECKLIST DOCUMENTS (Required with Bid)**

INVITATION TO BID

BIDDER'S CHECK LIST

INSTRUCTIONS TO BIDDER

I. GENERAL

Bidder are advised that notwithstanding any instructions or inferences elsewhere in this Invitation to Bid only the documents shown and detailed on this sheet need be submitted with and made part of their bid. **Other documents may be required to be submitted after bid time, but prior to award.** Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet MAY RENDER THE BID NON-RESPONSIVE.

II. REQUIRED DOCUMENTS FOR BID:

BID MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with the bid.

NOTE: ALL OF THESE ITEMS ARE REQUIRED.

1. Bid Proposal pages, Pages 45 and 46. **MUST BE MANUALLY SIGNED.**
2. Affidavit of Non-collusion by Contractor form, Page 47. Must be notarized; and signed by a Notary Public.
3. Bidder's Reference List, Page 48 must be completed.
4. All Addenda issued shall be acknowledged by manually signing the Addenda sheet and submitting it prior to the bid opening.
5. Bid Security Bond, Certified Check, Cashiers Check, Money Order or cash shall be submitted with the Bid Proposal Form in the amounts indicated, Page 49.
6. Statement of Qualification and Information for Landscape Maintenance Services, Page 50.

SCOPE OF SERVICES

JULY 1, 2014 THROUGH JUNE 30, 2015, MAXIMUM UP TO JUNE 30, 2019

LANDSCAPE MAINTENANCE DISTRICT NO. 1

The Scope of Services shall include, but not be limited to:

Irrigation Program, Conservation, Maintenance, and Repair

Disease and Pest Control

Weed Control

TurfGrass Mowing, Edging, Trimming, Aerating, Overseeding, Replanting and Fertilizing

Ground Cover Edging, Trimming, Thinning, Pruning, Replanting, and Fertilization

Cultivation

Shrub Thinning, Pruning, and Fertilization

Tree Trimming, Pruning, Sucker Removal, Staking and Tying, and Fertilization

Curb and Gutter Maintenance

Walkway Maintenance

Drain Maintenance

Removal of Leaves

Litter Removal

Natural Area Maintenance

BID PROPOSAL, sheet one of two
“Operation and Maintenance of Landscape Maintenance District No. 1”

ITEM NO.	TRACT NO.	SPECIFIC LOCATION	UNIT COST (\$)/ MONTH
1.	21882	Per Site Visit	
2.	22810	Per Site Visit	
3.	22811	Per Site Visit	
4.	22913	Per Site Visit	
5.	23446	Per Site Visit	
6.	23598	Per Site Visit	
7.	28252	Hathaway Street, per Plans & site visit	
8.	28252	Retention Basin, per Plans & site visit	
9.	29721	Per Site Visit and Plans	
10.	30186	Retention Basin, per Plans & site visit	
11.	30186	Mountain Avenue, Wilson Street and Interior Streets, except Retention Basin, per Plans & site visit	
12.	30222	Richard Sanchez Park, per Plans & site visit	
13.	30222	Mountain Avenue and interior streets, per Plans & site visit	
14.	30793	Per Site Visit and Plans	
15.	31833	Per Site Visit and Plans	
16.	31834	Per Site Visit and Plans	
17.	31835	Per Site Visit and Plans	
18.	32109	Per Site Visit and Plans	
19.	30906	Retention Basin, per Plans & site visit	
20.	30906	Mountain Avenue, per Site Visit and Plans	
		GRAND TOTAL:	

Note: “Per plans” means the Tract has improvement plans on file. Tract No. 30642 shown as No. 17 on the LMD No. 1 Map is not included; it has not been accepted yet.

117

BID PROPOSAL, sheet two of two

Total (all 20 locations) Lump Sum Cost per Month: _____
(Amount in Numbers)

(Amount in Words)

Total (all 20 locations) Lump Sum Cost for Twelve Months: _____
(Amount in Numbers)

(Amount in Words)

Signature and Title

Note: A yearly CPI increase will be allowed per Section VI of the Contract and Specifications. The City of Banning reserves the right to reduce the Scope of Services at any time and reduce the contract award amount if Public Works Department staff decides to maintain all or some of the tracts listed in the Landscape Maintenance District No. 1, or portions of said tracts. It also reserves the right to not award the initial contract at all.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

He/she is _____ of _____.

(Insert Title) (company name)

CONTRACTOR _____
(typed name)
BY _____
(signature)
TITLE _____

119

CITY OF BANNING
Bidder's Reference List
For Invitation to Bid for Landscape Services

List up to five (5) clients (government or private) for which you currently supply landscape maintenance services (select clients with similar landscaping facilities and square footage to the proposed Landscape Maintenance District No. 1).

Bidder is required to supply the following information. Additional sheets may be attached if necessary.

<u>NAME</u>	<u>ADDRESS</u>	<u>APPROX. SQ FOOTAGE</u>	<u>TYPE OF FACILITY</u>	<u>CONTRACT DATES</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. _____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____

120

BID SECURITY OR BOND

There is enclosed herewith bid security or bond in the following form (check one):

- ☐ Cash (10%)
- ☐ Cashier's Check or Certified Check (10%)
- ☐ Bond - 1 Surety (10%)

in the sum of _____ (____) percent of the base bid (annual contract, 12 months) of _____ (\$ _____), made payable to the order of the City of Banning, and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds and insurance certificates, the cashier's check or surety bond and the money payable thereon shall be and remain the property of the CITY OF BANNING.

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

The undersigned has thoroughly examined the Specifications and Addenda (if any), has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof. The undersigned is aware of and will observe all federal, state and city regulations enforced for landscape services, including NPDES (stormwater discharge) requirements. Applicable landscape BMPs listed in the California Stormwater BMP Handbook for Municipal activities must be complied with.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 - 4108 of the Public Contract Code of the State of California, and any amendments thereto, each Bidder shall set forth below, the name and location of the mill, shop, or office of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half ($\frac{1}{2}$) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and he shall not be permitted to subcontract that portion of the work except under conditions permitted by law.

LIST OF SUBCONTRACTORS

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity, or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

INVITATION TO BID
CITY OF BANNING
STATEMENT OF QUALIFICATIONS AND INFORMATION FOR
LANDSCAPE MAINTENANCE SERVICES

No bid will be considered unless this document and all schedules and attachments specified are completed in full. All applicable items must be filled out.

Bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Name of company _____
Address _____
2. Authorized representative
Title _____
Telephone no. _____
Address (if different from above) _____
3. Type of organization:
Corporation _____ Partnership _____
Joint Venture _____ Other (if other explain) _____
If corporation, organized under the laws of the State of California
4. List names and addresses of all members of the Bidder's firm or names and titles of all officers of the corporation

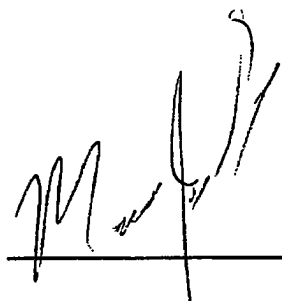
5. Number of years experience as a contractor in landscape services work: _____
6. Fill in the attached Bidder's Reference List, page 48.
7. Contractor shall submit detailed description of all hiring, training, testing, and disciplinary policies and procedures used by this firm.

EXHIBIT "E"

LETTER OF AFFIRMATION

AFFIRMATION OF BID

By this affirmation we acknowledge our Bid of \$5,120.00 per month to provide landscaping services for the City of Banning's LMD No.1 and have a full understanding of the Scope of Work/Specifications/RFP. We realize that the second Bid was \$12,416.00 per month.

 (BRANCH MANAGER) 4/10/14
(name and position) (date)

**CITY COUNCIL AGENDA
CONSENT ITEM**

DATE: May 13, 2014

TO: City Council

FROM: Duane Burk, Public Works Director

SUBJECT: Resolution No. 2014-29, "Approving the National Pollutant Discharge Elimination System Storm Water Discharge Permit Implementation Agreement"

RECOMMENDATION: Adopt Resolution No. 2014-29, "Approving the National Pollutant Discharge Elimination System Storm Water Discharge Permit Implementation Agreement".

JUSTIFICATION: The National Pollutant Discharge Elimination System ("NPDES") Storm Water Discharge Permit ("Permit") requires that all of the permittees enter into an Implementation Agreement (as attached here to as Attachment "A") to remain in force until eighteen (18) months after the date the Regional Board issues a new NPDES Permit to replace the 2013 Permit.

BACKGROUND: The NPDES is a federally mandated program to control non-point sources of runoff pollution. The NPDES program is part of the Clean Water Act enacted by Congress in 1987. The California State Water Resources Control Board, Colorado River Basin, Region No. 7 ("Regional Board"), in implementing the U.S. Environmental Protection Agency's storm water NPDES permit program, requires that the Districts and incorporated cities within the Whitewater River Basin obtain a joint permit to discharge storm water into the various storm channels and washes throughout the Whitewater River Watershed area. The last Permit was adopted by the Regional Board on May 21, 2008, as Order No. R7-2008-0001, and it expired on May 21, 2013. On June 25, 2013, the City Council adopted Resolution No. 2013-71, which approved a First Amendment to the 2008 Implementation Agreement. The purpose of the Amendment was to set the next Implementation Agreement term to begin one year after the 2013 Permit adoption, so the new Implementation Agreement could be more accurately written since the Permit requirements would be better known at the time of the Agreement's preparation in 2014. The First Amendment to the 2008 Implementation Agreement expires on June 20, 2014. Thus, a new Implementation Agreement must be signed and adopted by each City and District within the Whitewater River Basin. The Implementation Agreement for the 2013 NPDES Permit has been prepared and it is attached as Attachment "A." It is essentially the same as the previous one approved by City Council in 2008.

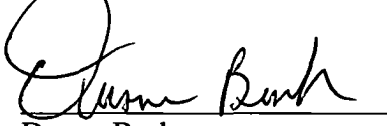
The most recent Permit was adopted by the Regional Board on June 20, 2013, as Order No. R7-2013-0011, and will expire on June 19, 2018. It is attached to the Implementation Agreement as Exhibit "A". The term of this agreement shall remain in effect until eighteen (18) months after the date the Regional Board issues a new NPDES Permit to replace the 2013 Permit. The

Riverside County Flood Control and Water Conservation District ("RCFC&WCD") is acting as the Lead Agency with the City of Banning being a co-permittee, along with the various other agencies and municipalities located within the Whitewater River Basin. The Implementation Agreement will become effective on June 20, 2014 and will bind each party to it as they sign the Agreement.

The City of Banning is required through Best Management Practices ("BMPs") to implement practices within our community to reduce potential pollutants entering into the storm drain system to the maximum extent practicable. These BMPs include but are not limited to: public education; material disposal (Bulky Item pick up, Household Hazardous Waste pick up, and recycling programs); spill prevention, clean up programs and the Haz-Mat Team; illegal dumping and illicit connection controls; storm drain and drainage channel inspection and maintenance; informing contractors, engineers, inspection and maintenance staff and land developers about site erosion control and construction BMPs; implementing development and approval plan review procedures as required by the Permit; and enforcing Ordinance Nos. 1212 and 1415 with respect to storm water management and discharge controls. Other provisions of the Permit include adopting and maintaining adequate legal authority, source tracking and updating, leash law enforcement, and various other items, such as maintaining adequate fiscal resources to implement the Permit. Failure by the City of Banning to implement a BMP program and meet the numerous other requirements of the NPDES Permit will result in a violation of State and Federal Law, making the City subject to the associated penalties.

FISCAL DATA: The estimated cost to implement this program with the RCFC&WCD is calculated annually, and shared amongst the permittees based on each City's population. Funding costs for the annual NPDES Program, which includes services provided by the RCFC&WCD for the Permit as outlined in the Implementation Agreement, consultant's services if needed, and the actual NPDES Permit (issued by the Regional Board) for FY 2014/2015 are estimated to be \$53,000.00. All associated costs for this Permit are charged to the Public Works Department, Street Division Account No. 100-4900-431.23-37. Engineering Division staff manages, administers and implements the NPDES program in house.

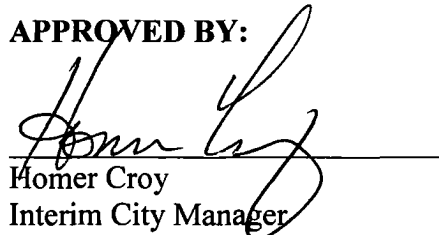
RECOMMENDED BY:


Duane Burk
Director of Public Works

APPROVED BY:


June Overholt,
Director of Administrative Services/
Deputy City Manager

APPROVED BY:


Homer Croy
Interim City Manager

RESOLUTION NO. 2014-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER DISCHARGE PERMIT IMPLEMENTATION AGREEMENT

WHEREAS, Section 402(p) of the Federal Clean Water Act requires municipalities to obtain a National Pollutant Discharge Elimination System ("NPDES") Permit before discharging storm water into the waters of the United States; and

WHEREAS, on June 20, 2013, the California State Water Resources Control Board, Colorado River Basin, Region No. 7, issued a new NPDES 2013 Permit by Regional Board Order No. R7-2013-0011 to all of the permittees within the Whitewater River Watershed area; and

WHEREAS, the City of Banning is one of the permittees that has a Whitewater River Municipal Storm Water NPDES Permit; and

WHEREAS, the Riverside County Flood Control and Water Conservation District ("RCFC&WCD"), the County of Riverside, the Coachella Valley Water District, and the following cities: Banning, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, must meet the requirements as stated in the Implementation Agreement and as required by the NPDES Permit; and

WHEREAS, on June 25, 2013, the City Council adopted Resolution No. 2013-71, which approved a First Amendment to the 2008 Implementation Agreement with the purpose of setting the next Implementation Agreement term to begin one year after the 2013 NPDES Permit adoption, so the new Implementation Agreement could be more accurately written since the Permit requirements would be better known at the time of the Agreement's preparation in 2014 and that the First Amendment to the 2008 Implementation Agreement expires on June 20, 2014; and

WHEREAS, the NPDES Permit requires that all of the permittees enter into an Implementation Agreement to remain in force until eighteen (18) months after the date the Regional Board issues a new NPDES Permit to replace the 2013 Permit (attached as Exhibit "A" to the attached Implementation Agreement); and

WHEREAS, the RCFC&WCD is the lead agency and therefore has prepared the Implementation Agreement, attached as Attachment "A"; and

WHEREAS, funding for the annual NPDES Program, which includes services provided by the RCFC&WCD for the Permit as outlined in the Implementation Agreement, consultant's services if needed, and the actual NPDES Permit costs, is budgeted in the Street Division Capital Account for Fiscal Year 2014-2015.

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

SECTION 1. Adopt Resolution No. 2014-29, "Approving the National Pollutant Discharge Elimination System Storm Water Discharge Permit Implementation Agreement" in substantially the form attached herein to this resolution as Attachment "A."

SECTION 2. The Mayor is authorized to execute the NPDES Storm Water Discharge Permit Implementation Agreement with the Riverside County Flood Control and Water Conservation District.

PASSED, ADOPTED AND APPROVED this 13th day of May, 2014.

Deborah Franklin,
Mayor

ATTEST:

Marie A. Calderon,
City Clerk of the City of Banning

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-29, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of May, 2014.

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning
Banning, California

ATTACHMENT "A"

NPDES STORM WATER DISCHARGE PERMIT IMPLEMENTATION AGREEMENT

1 MUNICIPAL STORMWATER IMPLEMENTATION AND COST-SHARING AGREEMENT
2 (California Regional Water Quality Control Board –
3 Colorado River Basin Region)
4

5 This Municipal Stormwater Implementation and Cost-Sharing Agreement
6 ("Agreement"), dated June 20, 2014, by and between the RIVERSIDE COUNTY FLOOD
7 CONTROL AND WATER CONSERVATION DISTRICT ("DISTRICT"), the COUNTY OF
8 RIVERSIDE ("COUNTY"), the COACHELLA VALLEY WATER DISTRICT ("CVWD"), and the
9 CITIES of BANNING, CATHEDRAL CITY, COACHELLA, DESERT HOT SPRINGS, INDIAN
10 WELLS, INDIO, LA QUINTA, PALM DESERT, PALM SPRINGS and RANCHO MIRAGE
11 ("CITIES") (all, individually, "PARTY" and collectively, "PARTIES") to establish the
12 responsibilities of each PARTY concerning certain compliance and financial responsibilities in
13 connection with requirements relating to stormwater as established under the federal Clean Water
14 Act, 33 U.S.C. § 1342(p) ("CWA") and California law, including the National Pollutant Discharge
15 Elimination System ("NPDES") Municipal Separate Storm Sewer System ("MS4") Permit issued by
16 the California Regional Water Quality Control Board - Colorado River Basin Region ("CRWQCB-
17 CRB") pursuant to Order No. R7-2013-0011 (the "2013 PERMIT"), is entered into by and between
18 the PARTIES with respect to the following:

19 RECITALS.

20 A. WHEREAS, Congress in 1987 added Section 402(p) to the Federal Clean Water
21 Act, which requires certain MS4 operators to obtain NPDES Permits before discharging stormwater
22 into navigable waters; and

23 B. WHEREAS, the United States Environmental Protection Agency ("EPA")
24 promulgated regulations for MS4 Permits in November 1990; and

25 C. WHEREAS, pursuant to the CWA, EPA has authorized California, through the
26 California State Water Resources Control Board ("SWRCB") and the nine Regional Water Quality
27 Control Boards to administer the NPDES Permit program within the State; and
28

1 D. WHEREAS, the Regional Water Quality Control Boards are authorized to
2 administer NPDES Permit programs within the boundaries of their respective regions; and

3 E. WHEREAS, on November 21, 2012, DISTRICT, COUNTY, CVWD and
4 CITIES reapplied for an area-wide NPDES MS4 Permit in accordance with the previous NPDES
5 MS4 Permit (Order No. R7-2008-0001, NPDES No. CAS617002) which expired on May 21, 2013
6 ("2008 Permit"); and

7 F. WHEREAS, the CRWQCB-CRB issued the 2013 PERMIT to DISTRICT,
8 COUNTY, CVWD and CITIES on June 20, 2013 as Order No. R7-2013-0011; and

9 G. WHEREAS, the 2013 PERMIT designates DISTRICT and COUNTY as
10 Principal Permittees and DISTRICT, COUNTY, CVWD and CITIES as Permittees; and

11 H. WHEREAS, pursuant to Section E of the 2013 PERMIT, the PARTIES will
12 continue to implement the 2008 Permit and the existing 2011 Storm Water Management Plan until a
13 revised Storm Water Management Plan ("SWMP") is approved by the CRWQCB-CRB. Such
14 SWMP is to be submitted to the CRWQCB-CRB on or before June 20, 2014; and

15 I. WHEREAS, the 2013 PERMIT requires the DISTRICT, COUNTY, CVWD
16 and CITIES to perform and/or execute certain activities and responsibilities; and

17 J. WHEREAS, DISTRICT and CVWD have agreed to perform and/or undertake
18 certain activities in order to facilitate implementation of the 2013 PERMIT requirements as well as
19 other requirements related to municipal stormwater; and

20 K. WHEREAS, the PARTIES agree that cooperation between, and sharing of costs
21 among, the DISTRICT, COUNTY, CVWD and CITIES in the administration and implementation
22 of the 2013 PERMIT and required programs and actions under the 2013 PERMIT, as well as other
23 municipal stormwater programs, are in the best interest of all PARTIES; and

24 L. WHEREAS, the PARTIES have entered into previous agreements to share costs
25 and responsibilities of compliance with prior NPDES MS4 Permits and municipal stormwater
26 programs, and wish to enter into a similar agreement with respect to the 2013 PERMIT and other
27 municipal stormwater programs.
28

1 NOW, THEREFORE, the PARTIES do mutually agree as follows:

2 1. Incorporation of 2013 PERMIT. The 2013 PERMIT is attached to this
3 Agreement as Exhibit A and is hereby incorporated by reference in its entirety and made a part of
4 this Agreement.

5 2. Incorporation of Federal and State Laws. All applicable Federal and State laws
6 and regulations in effect at the Effective Date (as defined in Section 22 of this Agreement), and as
7 may hereafter be amended during the term of this Agreement, shall govern this Agreement. In any
8 conflict between the terms of this Agreement and the provisions of such laws and regulations, the
9 latter shall control.

10 3. Responsibility for 2013 PERMIT Requirements. Each PARTY shall be solely
11 responsible for compliance with the requirements of the 2013 PERMIT within the limits of its
12 jurisdiction or as otherwise required by the 2013 PERMIT of that PARTY. All PARTIES shall
13 timely comply with such requirements of the 2013 PERMIT.

14 4. Allocation of Costs for 2013 PERMIT and other Municipal Stormwater
15 Requirements. The PARTIES agree that the costs of the responsibilities identified below shall
16 constitute "SHARED COSTS" (as defined in Section 5, below) to be divided and allocated among
17 the PARTIES as set forth in Section 5:

18 A. Public Education and HAZMAT Team. The DISTRICT shall, at its
19 discretion and in coordination with the other PARTIES, perform and/or
20 coordinate activities associated with 2013 PERMIT Part F.1.a.xvi relating
21 to HAZMAT Team responses and Part F.1.f with regard to regional public
22 education issues and the County HHW Program.

23 B. Monitoring. DISTRICT and CVWD shall perform and/or coordinate Dry
24 and Wet Weather Receiving Water and Dry and Wet Weather MS4 Outfall
25 monitoring as required by 2013 PERMIT Parts L.7 through L.10, except
26 that any monitoring performed pursuant to a follow-up Illicit
27 Connection/Illegal Discharge ("IC/ID") investigation, as described in 2013
28

1 PERMIT Parts F.1.a.ix and L.10.A, shall be conducted only by those
2 PARTIES located within the tributary area where an IC/ID incident has
3 occurred and follow-up investigation is required. DISTRICT and CVWD
4 may, at their mutual agreement, implement alternative approaches for
5 sample collection, including use of CONSULTANTS (as defined below),
6 reassigning monitoring sites between DISTRICT and CVWD, or other
7 alternative approaches intended to facilitate 2013 PERMIT compliance.
8 The DISTRICT's and CVWD's responsibilities hereunder shall include, but
9 not be limited to, the selection of 2013 PERMIT sampling sites (subject to
10 approval by the CRWQCB-CRB), the collection of samples in accordance
11 with 2013 PERMIT Parts L.7 through L.10.D, and the submission of
12 samples to approved laboratories. DISTRICT shall be responsible for the
13 conduct of special studies, as required in 2013 PERMIT page 86. CVWD
14 shall be reimbursed for its SHARED COSTS associated with sample
15 collection and laboratory analysis through the application of an equivalent
16 credit towards CVWD's fiscal year Cost-Share amount, as described in
17 Section 5.

18 (1) Notwithstanding any other provision in this Agreement, the CITY
19 of COACHELLA shall be solely responsible for all duties and costs
20 associated with the performance of Coachella Valley Stormwater
21 Channel Bacteria Indicators TMDL ("CVSC TMDL") Phase I
22 Monitoring (2013 PERMIT Part G, pages 58-59, and Part L, pages
23 85-86), including all monitoring, analysis and reporting performed
24 pursuant to its Quality Assurance Project Plan and Monitoring Plan
25 and shall be responsible, along with any other Party to this Agreement
26 which may hereafter be named as a responsible party under the CVSC
27
28

1 TMDL, to otherwise comply with monitoring requirements under the
2 CVSC TMDL.

3 C. Principal Permittee and Reporting. DISTRICT shall perform and/or
4 coordinate all responsibilities assigned to the Principal Permittees in 2013
5 PERMIT Part E.2. DISTRICT shall coordinate the preparation of, and
6 submit to the CRWQCB-CRB, the Annual Report required in 2013
7 PERMIT Parts E.2 and N, the Annual Monitoring Report required in 2013
8 PERMIT Parts L.11 and N and the Report of Waste Discharge required in
9 2013 PERMIT Part I.1. Upon DISTRICT's request, COUNTY, CVWD
10 and CITIES shall, at no cost to DISTRICT, timely provide to DISTRICT
11 (on DISTRICT-approved forms) all information needed to meet the above-
12 referenced reporting requirements. Additionally, when requested by a
13 PARTY, the DISTRICT shall provide information on 2013 PERMIT
14 programs implemented or coordinated by the District to assist that PARTY
15 in its preparation of reports required under 2013 PERMIT PART I, in
16 making a report to the CRWQCB-CRB, or in responding to requests for
17 audits or other information by the CRWQCB-CRB or EPA.

18 D. Other Municipal Stormwater Programs. In addition to programs required
19 under the 2013 PERMIT and set forth in Sections 4.A-4.C, the DISTRICT
20 shall perform and/or coordinate other programs related to municipal
21 stormwater issues (including, but not limited to, the Compliance
22 Assistance Program, development of a new NPDES MS4 permit,
23 development of potential TMDL programs, development of a CWA 303(d)
24 list of impaired waterbodies, work related to non-PARTY dischargers,
25 preparation and filing of claims for unfunded state mandates, as well as any
26 other such programs as the PARTIES shall agree).

1. E. Consultant's Services and Cooperative Agreements. In the event
2. DISTRICT retains a consultant or other professional ("CONSULTANT")
3. to develop and/or implement the programs set forth in Sections 4.A-4.D of
4. this Agreement, including scientific, engineering or legal services, the
5. SHARED COSTS associated with such services shall be shared by
6. DISTRICT, COUNTY, CVWD and CITIES in accordance with the cost
7. sharing provisions set forth in Section 5. The DISTRICT shall notify the
8. PARTIES in advance of its intent to retain a CONSULTANT and, upon
9. any PARTY's request, provide information regarding requests for
10. proposals from consultants, consultant's fee, contract timetable and
11. payment schedule to the PARTIES. COUNTY, CVWD and CITIES shall
12. have the opportunity to participate in decisions related to CONSULTANT's
13. services and the costs associated therewith.

14. 5. Cost Sharing. SHARED COSTS (as defined below) for services to be
15. performed in accordance with Sections 4.A-4.E of this Agreement shall be allocated among the
16. PARTIES in accordance with the following formula:

$$17. \quad IC = \frac{((SHARED COSTS + Credits - Debits) - DISTRICT - CVWD) \times IP}{18. \quad TP}$$

19. Where,

20. "IC" means Individual Cost for COUNTY or CITIES

21. "DISTRICT" means DISTRICT Cost-Share Amount (set at
22. 7%)

23. "CVWD" means CVWD Cost-Share Amount (set at 7%,
24. adjusted to reflect performance of duties described by Section
25. 4.B)

26. "IP" means COUNTY and CITIES' Individual Populations, as
27. further defined below
28.

1 "TP" means the COUNTY and CITY PARTIES' total
2 population

3 SHARED COSTS = Fiscal year costs for services performed
4 in accordance with Sections 4.A-4.E of this Agreement.
5 SHARED COSTS shall include all costs required to perform
6 the activities set forth in Sections 4.A-4.E, except that in no
7 event shall SHARED COSTS include any costs arising from
8 or associated with any act or failure to act by any PARTY or
9 its employees or agents during the performance of activities
10 required under this Agreement which result in death, personal
11 injury or property damage.

12 Credits = Portion of SHARED COSTS for the previous fiscal
13 year that were not expended, and if applicable, funds received
14 from other sources, including new PARTIES, not previously
15 calculated in estimating SHARED COSTS for the current
16 fiscal year.

17 Debits = Portion of actual SHARED COSTS for the previous
18 fiscal year which exceeded estimated SHARED COSTS for
19 the previous fiscal year.

20 Each CITY's Individual Population shall be based on the most recent population
21 figures released by the California State Department of Finance. The COUNTY's Individual
22 Population shall be based on census block information adjusted to reflect the most recent
23 Department of Finance population growth data.

24 COUNTY, CVWD and CITIES shall pay to DISTRICT their share of SHARED
25 COSTS within 60 calendar days of receipt of an invoice from DISTRICT.

26 6. Other Cost-Sharing Agreements. Nothing in this Agreement shall prevent a
27 subset of fewer than all the PARTIES from agreeing with the DISTRICT to share the costs of other
28

1 municipal stormwater programs concerning such PARTIES. Such PARTIES shall agree among
2 themselves as to the cost-sharing formula for such programs.

3 7. Term of the Agreement. This Agreement becomes effective on June 20, 2014
4 and shall remain in effect until eighteen (18) months after the date that CRWQCB-CRB issues a
5 new NPDES Permit in replacement of the 2013 PERMIT. The obligation to pay SHARED COSTS
6 set forth in Section 5 shall survive the termination of this Agreement as to any PARTY which is
7 delinquent in making such payments.

8 8. Additional Parties. Any city which incorporates after the Effective Date of this
9 Agreement and which is subject to the 2013 PERMIT may seek to be added as a PARTY by
10 sending a written request to DISTRICT. If a majority of the PARTIES (each having one co-equal
11 vote) approves the addition of the city, this Agreement shall be amended to reflect the addition of
12 the city and the newly added city shall thereafter comply with all provisions of this Agreement.
13 Upon its execution of the amended Agreement, the newly added city shall be responsible for
14 SHARED COSTS in accordance with Section 5 of this Agreement for the then-current fiscal year
15 and any subsequent fiscal year. Funds paid by the newly added city during its first fiscal year under
16 this Agreement shall be credited to the PARTIES according to the formula set forth in Section 5.

17 9. Withdrawal from the Agreement. Any PARTY may withdraw from this
18 Agreement sixty (60) calendar days after giving written notice to the other PARTIES and to the
19 CRWQCB-CRB; upon said official withdrawal date, SHARED COSTS for the withdrawing
20 PARTY will cease to accrue. Withdrawal from this Agreement will not excuse non-compliance
21 with requirements of the 2013 PERMIT applicable to the withdrawing PARTY. The withdrawing
22 PARTY shall pay, within thirty (30) calendar days of receipt of a final invoice from DISTRICT, all
23 SHARED COSTS such PARTY was obligated under this Agreement to pay for the then-current
24 fiscal year, as well as any funds owed for obligations incurred in previous fiscal years. No
25 withdrawing PARTY shall be entitled to receive any refund of SHARED COSTS paid under this
26 Agreement, or to benefit from the ongoing performance of this Agreement, except to the extent
27
28

1 SHARED COSTS were overpaid as the result of errors in DISTRICT invoicing or inadvertent over-
2 payment by the withdrawing PARTY.

3 10. Removal of PARTY. As stated, COUNTY, CVWD and CITIES shall pay to
4 DISTRICT their share of SHARED COSTS within 60 calendar days of receipt of an invoice from
5 DISTRICT. Any PARTY which is more than ninety (90) calendar days delinquent in the payment
6 of any SHARED COSTS under this Agreement, or which is in material breach of any other
7 requirement applicable to that PARTY under this Agreement, shall be subject to removal as a
8 PARTY. The delinquent PARTY shall be notified in writing by the DISTRICT of its delinquent
9 status and shall be afforded an opportunity, not exceeding thirty (30) calendar days from the date of
10 the notice, to cure such status. In the event such PARTY fails or refuses to cure its delinquency, the
11 remaining PARTIES shall vote to remove the delinquent PARTY. If a majority of the PARTIES
12 (each PARTY having one co-equal vote) votes to remove the delinquent PARTY, it shall be
13 removed as a PARTY immediately upon the conclusion of such vote. The removed PARTY shall
14 pay, within thirty (30) calendar days of receipt of a final invoice from DISTRICT, all SHARED
15 COSTS such PARTY was obligated under this Agreement to pay for the then-current fiscal year, as
16 well as any funds owed for obligations incurred in previous fiscal years. Any unfilled obligations of
17 the removed PARTY under this Agreement shall survive its removal. No removed PARTY shall be
18 entitled to receive any refund of SHARED COSTS already paid under this Agreement, or any
19 benefit from the ongoing performance of this Agreement.

20 11. Non-compliance with 2013 PERMIT Requirements. Any PARTY determined,
21 in either an administrative or judicial forum, to be in non-compliance with its specific
22 responsibilities pursuant to the 2013 PERMIT shall be solely responsible for any penalties, fees,
23 damages or injunctive relief assessed in connection therewith. This Agreement is not intended to
24 and does not create any joint and several liability of the other PARTIES for such penalties, fees,
25 damages or injunctive relief.

26 12. Amendments to the Agreement. Except to add a PARTY as provided in Section
27 7, this Agreement may be amended only by consent of all PARTIES. No amendment to this
28

1 Agreement shall be effective unless it is in writing and duly signed by the authorized representatives
2 of all PARTIES.

3 13. Authorized Signatories. The PARTIES warrant and represent that the
4 individuals signing this Agreement on their behalf can and do bind the PARTIES to the terms of
5 this Agreement.

6 14. Notices. All notices shall be deemed duly given when delivered by hand, by
7 email with receipt requested, or three (3) days after deposit in the U.S. Mail, postage prepaid.
8 Notices shall be sent to representatives of the PARTIES whose names and addresses appear on
9 Exhibit B of this Agreement. The identity of such representatives may be freely changed by any
10 PARTY upon notice to the other PARTIES, and changes to Exhibit B shall not be considered an
11 amendment of this Agreement.

12 15. Governing Law and Venue. This Agreement shall be governed and construed in
13 accordance with the laws of the State of California. In any action brought to enforce this
14 Agreement, venue shall be in the Riverside County Superior Court; provided, however, that this
15 venue provision shall not affect the ability of any PARTY to seek a change of venue pursuant to
16 Code of Civil Procedure Section 394.

17 16. Severability. If any provision or provisions of this Agreement shall be held to
18 be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining
19 provisions shall not in any way be affected or impaired hereby.

20 17. Consent to Waiver and Breach. No term or provision hereof shall be deemed
21 waived and no breach excused, unless the waiver or breach is consented to in writing, and signed by
22 the PARTY or PARTIES affected. Consent by any PARTY to a waiver or breach by any other
23 PARTY shall not constitute consent to any different or subsequent waiver or breach.

24 18. Applicability of Prior Agreements. This Agreement and the exhibits attached
25 hereto constitute the entire Agreement between the PARTIES with respect to the subject matter
26 thereof; all prior agreements, representations, custom, usage, statements, negotiations and
27 undertakings concerning implementation of the 2013 PERMIT, oral or written, are superseded
28

1 hereby, except to the extent that any PARTY shall still have an outstanding obligation under any
2 such prior agreements.

3 19. Resolving Disputes. If a dispute arises under this Agreement, the disputing
4 PARTIES agree to attempt to resolve the dispute internally. Absent resolution, a mutually agreed-
5 upon mediator in Riverside County will be obtained. Any cost and fees, apart from Attorney Fees,
6 shall be shared equally among the disputing PARTIES. If such dispute is not resolved within 60
7 days after referral to the mediator, either PARTY may file the matter with the court.

8 20. Execution in Counterparts. This Agreement may be executed and delivered in
9 any number of copies (counterparts) by the PARTIES. When each PARTY has signed and
10 delivered at least one counterpart to the other PARTIES, each counterpart shall be deemed an
11 original and, taken together, shall constitute one and the same Agreement, which shall be binding
12 and effective as to the PARTIES hereto.

13 21. Partnership. This Agreement does not create a partnership between the
14 PARTIES or other similar relationship nor does it impose any fiduciary obligations upon any of the
15 PARTIES, and does not bind any of the PARTIES beyond the furtherance of the intent of the
16 fulfillment of the Agreement.

17 22. Effective Date. This Agreement shall take effect on June 20, 2014 and shall
18 become binding on the PARTIES upon the date that a duly authorized representative of that
19 PARTY executes it. The PARTIES shall make all reasonable efforts to execute the Agreement
20 prior to June 20, 2014.

1 IN WITNESS WHEREOF, each PARTY has executed this Agreement as of the date set
2 forth below.

3
4 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

5 By: _____
6 WARREN D. WILLIAMS
7 General Manager-Chief Engineer

By: _____
MARION ASHLEY, Chairman
Riverside County Flood Control and
Water Conservation District

8 Dated: _____

9 APPROVED AS TO FORM:

ATTEST:

10 PAMELA J. WALLS
11 County Counsel

KECIA HARPER-IHEM
Clerk to the Board

12 By: _____
13 Aaron C. Gettis, Deputy County Counsel

By: _____
Deputy

14 (SEAL)

15
16 RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

17 By: _____
18 JAY ORR
19 County Executive Officer

By: _____
JEFF STONE, Chairman
Board of Supervisors, County of Riverside
Third District

20 Dated: _____

21
22 ATTEST:

23 KECIA HARPER-IHEM
24 Clerk to the Board

25 By: _____
26 Deputy
27 (SEAL)
28

1 APPROVED AS TO FORM:

COACHELLA VALLEY WATER DISTRICT

2 By: _____

By: _____

3 J.M. BARRETT
4 General Manager

6 By: _____

7 JOHN POWELL
8 President

9 Dated: _____

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 APPROVED AS TO FORM:

CITY OF BANNING

2 By:

3 DAVID J. ALESHIRE
4 City Attorney

By:

DEBORAH FRANKLIN
Mayor

5 ATTEST:

6
7 By:

8 MARIE A. CALDERON
9 City Clerk

Dated:

1 APPROVED AS TO FORM:

CITY OF CATHEDRAL CITY

2 By: _____
3 City Attorney

By: _____
Mayor

4
5 ATTEST:

6 By: _____
7 City Clerk

Dated: _____

1 APPROVED AS TO FORM:

CITY OF COACHELLA

2 By: _____

3 CARLOS CAMPOS
4 City Attorney

By: _____

DAVID GARCIA
City Manager

5 ATTEST:

6
7 By: _____

8 BEATRICE BARAJAS
9 City Clerk

Dated: _____

1 APPROVED AS TO FORM:

CITY OF DESERT HOT SPRINGS

2 By: _____
3 City Attorney

By: _____
Mayor.

4
5 ATTEST:

6 By: _____
7 City Clerk

Dated: _____

1 APPROVED AS TO FORM:

CITY OF INDIAN WELLS

2 By: _____
3 City Attorney

By: _____
Mayor

4 ATTEST:

5
6 By: _____
7 City Clerk

Dated: _____

1 APPROVED AS TO FORM:

CITY OF INDIO

2 By: _____
3 City Attorney

By: _____
Mayor

4 ATTEST:

5
6 By: _____
7 City Clerk

Dated: _____

1 APPROVED AS TO FORM:

CITY OF LA QUINTA

2
3 By: _____
City Attorney

By: _____
Mayor

4
5 ATTEST:

6
7 By: _____
City Clerk

Dated: _____

1 APPROVED AS TO FORM:

CITY OF PALM DESERT

2 By: _____
3 City Attorney

By: _____
Mayor

4
5 ATTEST:

6 By: _____
7 City Clerk

Dated: _____

1 APPROVED AS TO FORM:

CITY OF PALM SPRINGS

2 By: _____
3 City Attorney

By: _____
City Manager

4
5 ATTEST:

6 By: _____
7 City Clerk

Dated: _____

1 APPROVED AS TO FORM:

CITY OF RANCHO MIRAGE

2 By: _____
3 STEVE B. QUINTANILLA
4 City Attorney

By: _____
RICHARD W. KITE
Mayor

5 ATTEST:

6
7 By: _____
8 CYNTHIA SCOTT
9 City Clerk

Dated: _____

EXHIBIT B

Notice Addressees

RCFCWCD

Mr. Jason Uhley
1995 Market St, Riverside, CA. 92501
951.955.1273, FAX 951.788.9965
juhley@rcflood.org

Coachella Valley Water District

Mr. Steve Bigley
PO Box 1058, Coachella, CA. 92336
760.398.2651 ext.2286, FAX 760.391.9637
sbigley@cvwd.org

City of Cathedral City

Mr. Bill Simons
68700 Avenida Lalo Guerrero,
Cathedral City, CA 92234
760.770.0360
bsimons@cathedralcity.gov

Riverside County

Mr. Steve Horn
Riverside County Executive Office
4080 Lemon St, Suite 400,
Riverside, CA. 92501
951.955.1100
schorn@rceo.org

City of Banning

Mr. Arturo Vela
99 East Ramsey St, PO Box 998
Banning, CA. 92220
951.922.3130, FAX 951.922.3141
avela@ci.banning.ca.us

City of Coachella

Ms. Berlinda Blackburn
1515 Sixth St, Coachella, CA. 92236
760.501.8114, FAX 760.398.1630
bblackburn@coachella.org

City of Desert Hot Springs

Mr. Daniel Porras
65950 Pierson Blvd,
Desert Hot Springs, CA. 92240
760.329.6411 ext.218
dporras@cityofdhs.org

City of Indio

Ms. Sara Toyoda
83-101 Ave. 45, Indio, CA. 92201
760.391.4149
stoyoda@indio.org

City of Palm Springs

Mr. Rick Minjares
3200 E. Tahquitz Cyn Way
Palm Springs, CA. 92263
760.323.8283
Rick.Minjares@palmspringsca.gov

City of Rancho Mirage

Mr. Leland Cole
69-825 Highway 111
Rancho Mirage, CA. 92270
760.770.3224, FAX 760.770.3261
lelandc@RanchoMirageCA.gov

City of Indian Wells

Mr. Bondie Baker
44-950 El Dorado Dr,
Indian Wells, CA. 92210
760.776.0237, FAX 760.346.0407
Bbaker@indianwells.com

City of La Quinta

Mr. Ed Wimmer
78495 Calle Tampico,
La Quinta, CA. 92247
760.777.7088, FAX 760.777.7155
ewimmer@la-quinta.org

City of Palm Desert

Ms. Christina Canales
73-510 Fred Waring Dr
Palm Desert, CA. 92260
760.346.0611, FAX 760.341.7098
ccanales@cityofpalmdesert.org

Colorado River Basin Regional Water Quality Control Board

June 27, 2013

Riverside County Flood Control and Water Conservation District – General Manager
County of Riverside – Executive Office, Steve Horn
City of Banning – Director of Public Works
City of Cathedral City – Director of Public Works
City of Coachella – Director of Public Works
City of Desert Hot Springs – Director of Public Works
City of Indian Wells – Director of Public Works
City of Indio – Director of Public Works
City of La Quinta – Director of Public Works
City of Palm Desert – Director of Public Works
City of Palm Springs – Director of Public Works
City of Rancho Mirage – Director of Public Works
Coachella Valley Water District – General Manager

RECEIVED
JUL 01 2013

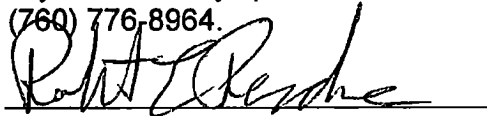
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

**SUBJECT: NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
(NPDES) PERMIT AND WASTE DISCHARGE REQUIREMENTS FOR
MUNICIPAL SEPARATE STORM SEWER SYSTEMS WITHIN THE
WHITEWATER RIVER WATERSHED (RENEWAL)**

Enclosed is a copy of Board Order No. R7-2013-0011. This Board Order was adopted by the Regional Water Board on June 20, 2013, at its meeting in the Town of Yucca Valley, California. This Board Order supersedes Board Order No. R7-2008-0001, previously issued to for this Permit.

Additional full text copies of the WDRs are available on the Regional Water Board's web site at: <http://www.waterboards.ca.gov/coloradoriver>. Under the heading of "Board Orders", select "Year 2013" then Order R7-2013-0011. If you need a hard copy of this order mailed to you, please contact Hilda Vasquez by phone at (760) 346-7491 or via e-mail at hvasquez@waterboards.ca.gov.

If you have any questions concerning this matter, please contact Anders Wistrom at (760) 776-8964.



ROBERT PERDUE
Executive Officer

AW/sw

Enclosure: Board Order R7-2013-0011

File WDID No. 7A 33 2001 M04-13, Coachella Valley MS4, Board Order R7-2013-0011

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION**

73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260
Phone: (760) 346-7491 • Fax (760) 341-6820
<http://www.waterboards.ca.gov/coloradriver>

ORDER NO. R7-2013-0011
NPDES NO. CAS617002

**WASTE DISCHARGE REQUIREMENT
FOR
DISCHARGES FROM THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
WITHIN THE WHITEWATER RIVER WATERSHED
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
OWNER/OPERATOR
COUNTY OF RIVERSIDE, OWNER/OPERATOR
COACHELLA VALLEY WATER DISTRICT, OWNER/OPERATOR
AND INCORPORATED CITIES OF RIVERSIDE COUNTY WITHIN THE
WHITEWATER RIVER BASIN, OWNERS/OPERATORS**

Table 1. Administrative Information

This Order was adopted by the Regional Water Quality Control Board on:	June 20, 2013
This Order shall become effective on:	June 20, 2013
This Order shall expire on:	June 19, 2018
The Discharger shall file a Report of Waste Discharge in accordance with title 23, California Code of Regulations, not later than 180 days in advance of the Order expiration date as application for issuance of new Waste Discharge Requirements . The date for submitting a complete application for reissuance is December 23, 2017 .	

I, Robert Perdue, **Executive Officer**, do hereby certify that this Order, with all attachments, is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Colorado River Basin Region, on June 20, 2013.



ROBERT PERDUE, Executive Officer

TABLE OF CONTENTS

A. FINDINGS	3
Background	3
<i>Urban Runoff</i> Characterization	7
Rationale for Requirements	9
Characteristics of the Whitewater River Region	9
Colorado River Region Basin Plan	13
CWA Section 303(d) Listed Waterbodies and Total Maximum Daily Loads (TMDLs)	15
Water Quality Based Effluent Limitations (<i>WQBELs</i>) and <i>TMDL WLA</i>	17
Compliance Schedules and Interim Requirements	18
Whitewater River Region Water Quality	18
Objectives of this MS4 Permit	20
Federal NPDES Storm Water Regulations	20
Mitigation of Urban Runoff	21
Monitoring	26
Compliance with CEQA and Other Requirements	26
B. DISCHARGE PROHIBITIONS	28
C. ALLOWABLE <i>NON-STORM WATER</i> DISCHARGES	29
D. <i>RECEIVING WATER</i> LIMITATIONS	31
E. SPECIFIC <i>PERMITTEE</i> REQUIREMENTS	33
F. BEST MANAGEMENT PRACTICES	37
G. IMPLEMENTATION OF <i>TOTAL MAXIMUM DAILY LOADS</i>	58
H. GENERAL PROVISIONS	60
I. REPORTING REQUIREMENTS	65
J. NOTIFICATIONS	69
K. GLOSSARY OF TERMS	70
L. MONITORING AND REPORTING	82
M. ADMINISTRATIVE PROVISIONS	88
N. <i>ANNUAL REPORT</i> AND SUBMITTAL REQUIREMENTS	89
O. FACT SHEET	91
ATTACHMENT A – SITE MAP	103
ATTACHMENT B – PROGRAM DATABASES	104
ATTACHMENT C – STATE BOARD MINIMUM LEVELS	109
ATTACHMENT D – ANNUAL REPORT FORMS	110

**WASTE DISCHARGE REQUIREMENTS
FOR
DISCHARGES FROM THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (*MS4*)
WITHIN THE WHITEWATER RIVER WATERSHED
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
OWNER/OPERATOR
COUNTY OF RIVERSIDE, OWNER/OPERATOR
COACHELLA VALLEY WATER DISTRICT, OWNER/OPERATOR
AND INCORPORATED CITIES OF RIVERSIDE COUNTY WITHIN THE
WHITEWATER RIVER WATERSHED, OWNERS/OPERATORS**

A. FINDINGS

The California Regional Water Quality Control Board, Colorado River Basin Region (***Regional Water Board***) finds that:

Background

1. On November 21, 2012, the County of Riverside (***County***) and the Riverside County Flood Control and Water Conservation District (***RCFC&WCD***), in cooperation with the Coachella Valley Water District (***CVWD***) and incorporated cities, including the Cities of Banning, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage (hereinafter collectively referred to as the ***Permittees***¹), jointly submitted ***National Pollutant Discharge Elimination System (NPDES)*** Application No. CAS617002 and a ***Report of Waste Discharge (ROWD)*** for re-issuance of the third term ***MS4 NPDES*** permit (***MS4 Permit***).
2. For the purposes of this ***MS4 Permit***, the following two ***Permittees*** are identified as the ***Principal Permittees***:

County of Riverside, 4080 Lemon Street, P.O. Box 1090, Riverside, California 92501-1090; and

Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, California 92501

The ***CVWD*** and each of the Cities are identified as a ***Co-Permittee***. Collectively, the ***Principal Permittees*** and the ***Co-Permittees*** comprise the ***Permittees***. Under this organizational framework, the ***Principal Permittees*** are responsible for coordinating collective ***Permittee*** activities required by the ***MS4 Permit***, including report preparation and submittals to the ***Regional Water Board***.

¹ Permittee(s) and discharger(s) are used interchangeably in this ***MS4 Permit***. Also, see Section K. Glossary of Terms for definitions of certain terms used in this ***MS4 Permit***. Defined terms are capitalized and shown in italicized, bold lettering throughout the ***MS4 Permit***.

A. FINDINGS

3. The **County** and the incorporated Cities of Banning, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage are general purpose governments with specified land use authorities and code enforcement powers.
4. **RCFC&WCD** and **CVWD** are special purpose districts established by the State Legislature, and are not general purpose governments with land use authorities or code enforcement powers. The **RCFC&WD** and **CVWD** do not own or operate any public streets, roads, or highways, and have no planning, zoning, development permitting or other land use authority over industrial or commercial facilities, **New Development** or **Redevelopment Projects**, or development construction sites located in any incorporated or unincorporated areas within their service areas.
5. The urbanized area of the **Whitewater River Watershed** under the jurisdiction of the **Permittees** and covered by this **MS4 Permit** is referred to herein as the **Whitewater River Region**. The **MS4 Permit** area referred to as the **Whitewater River Region** is shown in Attachment A – Site Map, incorporated herein, and made a part of this **MS4 Permit** by reference.
6. The **Whitewater River Watershed** is an arid desert region in **Riverside County** encompassing an area of approximately 1,645 square miles. The **Whitewater River Region** accounts for approximately 367 square miles (22%) of the **Whitewater River Watershed**.
7. The **USEPA** Phase I **Storm Water** Final Rule became effective on December 17, 1990. The Phase I rule sets forth **NPDES** application requirements for: **Storm Water** discharges associated with industrial activity; discharges from a **MS4** serving a population of 250,000 or more (defined as Large **MS4s**); and discharges from **MS4s** serving a population of 100,000 or more but less than 250,000 (defined as Medium **MS4s**). On March 14, 1991, the **Executive Officer** designated the **Whitewater River Region** as an area required to have a Phase 1 **NPDES MS4 Permit**. It is estimated that as of January 1, 2012, approximately 483,449² persons resided in the incorporated and unincorporated areas of the **Whitewater River Region**.
8. The City of Banning, although included as a **Permittee** on this **MS4 Permit**, does not share an interconnected **MS4** with the remainder of the **Permittees**. The **MS4** operated by the City of Banning discharges directly into the San Gorgonio River, an ephemeral **Receiving Water**. Most **MS4** discharges from the City of Banning infiltrate. Rarely and only during significant runoff events, storm drainage may flow as far as the **CVWD** infiltration basins near the City of Palm Springs, which are located several miles upstream of **Urban Runoff** discharges from the **MS4s** operated by the other **Permittees**. However, the City of Banning is included in this

² State of California, Department of Finance, *E-4 Population Estimates for Cities, Counties, and the State, 2001-2010, with 2000 & 2010 Census Counts*. Sacramento, California, November 2012. Website link to document: <http://www.dof.ca.gov/research/demographic/reports/estimates/e-4/2001-10/view.php/>.

Southern California Association of Governments, "Adopted 2008 RTP Growth Forecast, by City." Website link to document: <http://www.scag.ca.gov/forecast/index.html/>.

A. FINDINGS

MS4 Permit to facilitate coordination with the regional programs implemented by the **Permittees** and to reduce the administrative duties on the **Regional Water Board**.

9. The City of Desert Hot Springs also does not share an interconnected **MS4** with the remainder of the **Permittees**. The **MS4** operated by the City of Desert Hot Springs drains to several washes tributary to the Little and Big Morongo Washes, which are **Receiving Waters**. Most discharges from the City of Desert Hot Springs infiltrate. Rarely, and only during significant storm events, would any storm drainage flow into the Whitewater River. However, the City of Desert Hot Springs is included in this **MS4 Permit** to facilitate coordination with the regional programs implemented by the **Permittees** and to reduce the administrative duties on the **Regional Water Board**.
10. The **Permittees** submitted a revised **Whitewater River Region Storm Water Management Plan (SWMP)** for approval by the **Executive Officer** on June 29, 2009; an errata version of the **SWMP** was subsequently created by the **Permittees** in 2011. The **SWMP** is incorporated by reference as an enforceable element of this **MS4 Permit**. Future **Permittee** revisions of the **SWMP**, once approved by the **Executive Officer**, also become enforceable components of this **MS4 Permit**.
11. This **MS4 Permit** requires the **Permittees** to revise the **SWMP** to incorporate the new requirements described herein.
12. Within the **Whitewater River Region**, it is necessary for the **Permittees** to coordinate their **Urban Runoff** management activities to achieve appropriate protection of **Receiving Water** quality. Establishment of a management structure will assist the **Permittees** subject to this **MS4 Permit** to fund and coordinate those aspects of their joint obligations. Also, this management structure will promote cost-effective implementation of the **SWMP** within the **Whitewater River Region**.
13. The **Permittees** entered into an **Implementation Agreement** to carry out the activities, regional compliance programs and responsibilities prescribed in the previously issued **NPDES Permit**, Order No. R7-2008-0001. The **Implementation Agreement** sets forth the working framework among the multiple **Permittee** agencies. Specific provisions of that agreement include cost sharing for public education activities and water quality monitoring. The **Implementation Agreement** provides non-binding guidance as to the organizational framework of the **Principal Permittees** and **Co-Permittees** and their respective responsibilities, duties, and obligations imposed by Order No. R7-2008-0001. The **Permittees** intend to review and amend the **Implementation Agreement** to address the requirements of this **MS4 Permit**.
14. An **MS4** program audit conducted at the City of Palm Springs by **Regional Water Board** staff and a **USEPA**-contracted auditor in June 2012 confirmed that the City's storm water program was demonstrating compliance with the 2008 **MS4 Permit**.

A. FINDINGS

161

15. The **Permittees** lack legal jurisdiction over discharges into their respective **MS4s** from certain facilities, entities, properties, and other **Point** and **Non-Point Source** discharges otherwise permitted by or under the jurisdiction of the **Regional Water Board**. The **Regional Water Board** finds that the **Permittees** are not responsible for such discharges. Similarly, certain activities that generate **Pollutants** present in **Urban Runoff** are beyond the ability of the **Permittees** to eliminate. Examples may include: operation of internal combustion engines, atmospheric deposition, brake pad and tire wear, bacteria from wildlife (including feral dogs and cats) and transient encampments, or from bacterial resuscitation or reactivation from treated waters or growth of bacteria in the environment (such as in sediments, surface water, or other substrate), and leaching of naturally occurring nutrients and minerals from local soils, residues from lawful application of pesticides, nutrient runoff from landscape activities, and leaching of naturally occurring minerals from local geology. This **MS4 Permit** is not intended to address background or naturally occurring pollutants or flows.
16. Certain areas and facilities in the **Whitewater River Region** are excluded from coverage under this **MS4 Permit** because the **Regional Water Board** finds that those areas can be and/or are being addressed through other regulatory programs, including programs administered by the **Regional Water Board** and other federal, state and local regulatory agencies. Excluded areas include:
- Federal lands and state properties, including, but not limited to, military bases, national forests, hospitals, colleges and universities, and highways;
 - Native American tribal lands;
 - Open space and rural (non-urbanized) areas;
 - Agricultural lands (exempted under the **CWA**); and
 - Utilities and special districts (including school districts, park districts, publicly owned treatment works and water utilities).
17. **Whitewater River Region SWMP** requirements apply to all **MS4** facilities covered under this **MS4 Permit** that are operated by the **Permittees** on Municipal and Tribal Lands. As described in **USEPA's** Tribal Policy, regulation of any potential **MS4** operating under Tribal jurisdiction would take the form of a permit from the federal agency (**USEPA**) to the Tribe, in accordance with Tribal sovereignty. On May 24, 2011, **USEPA** issued a letter to the Agua Caliente Band of Cahuilla Indians (Tribe) clarifying that the Tribe is not the operator of an **MS4** required to maintain coverage under a **NPDES** Permit. **USEPA** determined, based on an assessment of the unique pattern of State and Tribal jurisdiction in the area, and the provisions of existing land use contracts between the Tribe and state and municipal authorities, that the Tribe is not presently the owner or operator of a regulated **MS4** within an urbanized area. **USEPA** determined that under the existing structure of land-use agreements with local government entities including the **Permittees**, areas currently under direct tribal jurisdiction meet the criteria specified in CFR section 122.32(d), and have a sufficiently low total population to qualify for a waiver from **MS4** permit requirements.

A. FINDINGS

Tribal land intersects with Cathedral City, Rancho Mirage, Palm Springs, and unincorporated areas of **Riverside County** in a checkerboard pattern. In order to address the unique logistical issues of managing checkerboard areas for government services, the Tribe entered into land use contracts with certain local government entities. The provisions of these contracts vary, and may cover a host of land use issues, including land use ordinances and statutes required to be administered by each local government entity. However, the Tribe retains sovereign authority over its lands, including authority to override municipal requirements with regard to the management of tribal lands. In the event the Tribe chooses to exercise this authority to override municipal requirements, it could place itself in the position of being an owner/operator of a regulated **MS4** and be required to obtain permit coverage on the land(s) affected. Additionally, in its position as trustee for all Tribal and Allotted Trust Lands, the U.S. Department of the Interior Indian Affairs Bureau of Indian Affairs holds ultimate authority and duty to negotiate, execute, and otherwise administer existing and future leases of trust lands.

18. Discharges of **Storm Water** runoff from lands owned by the California Department of Transportation (**CalTrans**) are currently regulated under a separate **NPDES** permit (Order No. 2012-0011-DWQ – **NPDES** No. CAS000003) issued by the **State Water Resources Control Board (State Water Board)**. **CalTrans** is required to comply with specific **Effluent Limitations** prior to discharging from its right-of-way into the **MS4** operated by the **Permittees**.

Urban Runoff Characterization

19. **Urban Runoff** contains **Waste**, as defined in the **CWC**, which contains **Pollutants** that could adversely affect the quality of the **Waters of the State**. The discharge of **Pollutants** in **Urban Runoff** from a **MS4** is a "discharge of **Pollutants** from a **Point Source** into **Waters of the United States**" as defined in the **CWA**.
20. **Urban Runoff** may contain elevated levels of pathogens (bacteria, protozoa, viruses), **Sediment**, trash, fertilizers (nutrients, compounds of nitrogen and phosphorus), pesticides (DDT, chlordane, diazinon, chlorpyrifos), heavy metals (cadmium, chromium, copper, lead, zinc), and petroleum products (oil, grease, petroleum hydrocarbons, polycyclic aromatic hydrocarbons). **Urban Runoff** may carry these **Pollutants** to **Receiving Waters** within the **Whitewater River Region**. In addition, although infrequently, **Urban Runoff** from the **Whitewater River Region** may carry these **Pollutants** to other **Receiving Waters**, such as the Whitewater River. These **Pollutants** can then impact the **Beneficial Uses** of the **Receiving Waters** and may cause or threaten to cause a condition of **Pollution** or **Nuisance**.
21. Pathogens (from **Sanitary Sewer Overflows (SSO)**, septic system leaks, and spills and leaks from portable toilets, pets and human activities) may impact water contact recreation and non-contact water recreation. Floatables (from trash) are an aesthetic **Nuisance** and may provide a substrate for algae and insect vectors. Oil and grease may coat birds and aquatic organisms, adversely affecting respiration and/or thermoregulation. Other petroleum hydrocarbon components

A. FINDINGS

may cause **Toxicity** to aquatic organisms and may impact human health. Suspended and settleable solids (from **Sediment**, trash, and industrial activities) may be deleterious to benthic organisms and may cause anaerobic conditions. **Sediments** and other suspended particulates may cause turbidity, clog fish gills, and interfere with respiration in aquatic fauna. **Sediment** and other suspended particles may also screen out light, hindering photosynthesis and normal aquatic plant growth and development.

22. It is recognized that **Storm Water** flows from non-urbanized areas such as National Forests, State Parks, Wilderness, and Agriculture, as shown on the Site Map (Attachment A), naturally exhibit high levels of suspended solids due to climate, hydrology, geology, and geography.³ Runoff from these non-urbanized areas may flow into the MS4 and affect flow and water quality. Toxic substances (from pesticides, petroleum products, metals, and industrial **Wastes**) may cause acute and/or chronic **Toxicity**, and may bioaccumulate in organisms to levels that may be harmful to human health. Nutrients (from fertilizer use, firefighting chemicals, decaying plants, confined animal facilities, pets, and wildlife) may cause excessive algal blooms. These blooms may lead to problems with odor, color and increased turbidity, and may depress the dissolved oxygen content leading to fish kills.

23. There is a direct correlation between "urbanization" and "impacts to receiving water quality." In general, the more heavily developed the area, the greater the potential impact to receiving waters from **Urban Runoff**.

24. During urban development two important changes may occur:

- a. Natural pervious ground cover is converted to impervious surfaces such as paved highways, streets, rooftops, and parking lots. Natural soil can both absorb rainwater and remove **Pollutants**. Because pavement and concrete can neither absorb water nor remove **Pollutants**, the absorptive characteristics of the land are greatly reduced; and
- b. Urban development may create new **Pollution** sources as human population density increases and brings with it proportionately higher levels of vehicle emissions, vehicle maintenance **Wastes**, municipal sewage, pesticides, **HHW**, pet wastes, trash, etc., which may either be washed into or directly dumped into the **MS4**.

Because of these two changes the runoff leaving the developed urban area may be significantly greater in volume, velocity, and **Pollutant** load than the predevelopment runoff from the same area. These effects are minimized when effective **Best Management Practices (BMPs)** to manage **Urban Runoff** are implemented and maintained.

³ Riverside County Flood Control and Water Conservation District's "Hydrology Manual," dated April 1978; page II-4 of "Santa Ana River, Design Memorandum No. 1, Phase II GDM on the Santa Ana River Mainstem, including Santiago Creek, Volume 2, Prado Dam" dated August 1988 and D.I. Inman & S.A. Jenkins "Climate Change and the Episodicity of Sediment Flux in Small California Rivers," Journal of Geology, Volume 107, pp. 251-270, 1999.

A. FINDINGS

164

25. **Urban Runoff** may contain **Pollutants** that may threaten human health. Individually and in combination, **Pollutants** discharged from **MS4s** may cause or threaten to cause a condition of **Pollution** (i.e., an alteration of water quality by **Waste** to a degree which unreasonably affects the waters for designated **Beneficial Uses** and/or facilities which serve these designated **Beneficial Uses**) or **Nuisance**. The discharge of **Pollutants** from **MS4s** may cause the concentration of **Pollutants** to prevent attainment of applicable **Receiving Water Quality Objectives (WQO)** and thereby impair or threaten to impair designated **Beneficial Uses**.

Rationale for Requirements

26. The **Regional Water Board** developed the requirements in this **MS4 Permit** based on information submitted as part of the 2012 **ROWD, Whitewater River Region** monitoring and reporting data, program audits, and other available information and consistent with the **CWA, CWC** and regulations adopted thereunder.
27. The Fact Sheet, Section O. of this **MS4 Permit**, contains additional background information and rationale for requirements specified in this **MS4 Permit**, and constitutes part of the Findings for this **MS4 Permit**.
28. This **MS4 Permit's Receiving Water Limitations** language is consistent with Order WQ 99-05, adopted by the **State Board** on June 17, 1999, and Order WQ 2001-15, adopted by the **State Board** on November 15, 2001. **Receiving Water Limitations** apply to all **Permittees** as set forth in Section D of this **MS4 Permit**.
29. The **Permittees** are separate legal entities and, as such, have the authority to develop, administer, implement, and enforce **Urban Runoff** management programs only within their respective jurisdictions. In addition, the **Permittees** have maintenance responsibilities for the **MS4** facilities within their jurisdictional boundaries. Therefore, the **Permittees** are responsible for implementing that portion of the **Urban Runoff** management program for discharges to and from their **MS4** facilities that is commensurate with those jurisdictional limitations.

Characteristics of the Whitewater River Region

30. The **Whitewater River Region** lies within the Whitewater River Hydrologic Unit and is unique relative to other regulated **MS4s**. Some of the unique characteristics are:

Climate

- Climatic conditions in the **Whitewater River Region** are arid. The winters are mild and summers are hot, with temperatures ranging from below freezing to over 120°F. Evapotranspiration rates in the **Whitewater River Region** are among the highest to be found throughout the State, with an average reference evapotranspiration of 71.6 inches per year.⁴

⁴ Measured using data from weather stations deployed throughout the Coachella Valley. California Irrigation Management Information System (CIMIS), at <http://www.cimis.water.ca.gov/cimis/images/etomap.jpg>

Rainfall

- Precipitation in the **Whitewater River Region** averages 3.6 inches per year.⁵ This is 65-75% less annual precipitation than the western portions of **Riverside County** that drain to the coast and coastal counties in Southern California.

Table A.1. Average Annual Rainfall by Regional Water Board Jurisdiction/Watershed

Region/watershed	Average Annual Rainfall (inches)
R8/Santa Ana	12.0
R9/Santa Margarita	15.5
R4/Los Angeles County	13.2
R9/San Diego County	10.8
R7/Whitewater	3.6

- In addition to the overall lack of precipitation there is no defined **Rainy (Wet) Season** within the **Whitewater River Watershed**. Convective rainfall events (summer thunderstorms) make up a large portion of **Whitewater River Region** annual rainfall, in contrast to the general winter precipitation that dominates rainfall events in western Riverside County and the coastal plains. When storms occur, they tend to be discrete convective cells, and feature short but intense rainfall, typical of monsoonal thunderstorms; individual storm events typically are local and rarely affect the entire drainage network.

Land Use

- Approximately 33 percent⁶ of the **Whitewater River Region** is comprised of urban land uses (residential, commercial, industrial parks and recreation facilities and streets and roads). Although portions of the **Whitewater River Region** experienced rapid growth from 2000 through 2006, the economic recession has resulted in little development or population growth since adoption of the 2008 **MS4 Permit**. It is projected that the population of the **Whitewater River Region** will increase approximately 6.7 percent by 2015.⁷ Assuming that the **Whitewater River Region's** population and urbanized areas increase at a proportional rate, approximately 65 percent of the **MS4 Permit** area would remain in non-urban land uses in 2015.
- Approximately 60 percent of the **Whitewater River Watershed** consists of federal, state, and tribal lands⁸ that are not under the jurisdiction of the **Permittees**.

⁵ Water Quality Control Plan, Colorado River Basin – Region 7, California Regional Water Quality Control Board, State Water Resources Control Board. June 2006, p. 1-8.

⁶ County of Riverside Assessor, current as of February, 2013.

⁷ California Department of Finance at <http://www.dof.ca.gov/research/demographic/reports/projections/interim/view.php>, Riverside County Center for Demographic Research at http://www.rctlma.org/rcd/content/projections/PHEProjections_2010.pdf June 2010

⁸ County of Riverside Assessor, current as of February, 2013.

A. FINDINGS

166

Soils and Geology

- The **Whitewater River Region** is located in a wide valley; perennial stream flows from surrounding mountains have deposited bouldery alluvial fans comprised of loosely packed, highly pervious soils where they have interfaced with the flat valley floor. Field inspections and inspection of aerial photography demonstrate that most of the development in the **Whitewater River Region** has occurred at or near the base of the mountains, on or near historical alluvial fans⁹.
- Alluvial-fan flash flooding from the surrounding mountain ranges has been recorded in the **Whitewater River Region**, beginning as early as 1825.¹⁰ Many of the **Receiving Waters** tributary to the Whitewater River, which historically have not featured concentrated stream flows due to their location on alluvial fans have been captured by existing flood control works at the alluvial fan apex and channelized to mitigate flood hazards to **Whitewater River Region** life and property.¹¹
- The predominant soil types within the **Whitewater River Region** are classified as Carsitas and Myoma.¹² These sands are extremely pervious, and promote rapid infiltration of runoff.
- The southeastern portion of the **Whitewater River Region**, which includes sections of Indio, La Quinta, Coachella and unincorporated County area, sits atop a shallow subterranean clay lens; typical for the most downstream reach of an ephemeral waterbody. These portions of the **Whitewater River Region** feature shallow depth to groundwater.¹³
- Due to the small percentage of the **Whitewater River Watershed** and the **Whitewater River Region** in urban land uses, **Permittee** requirements for **New Developments** to retain **Urban Runoff**, and natural soil conditions, **Urban Runoff** constitutes a minor percentage of the total flow in the Whitewater River during storm conditions. During non-storm conditions, **Urban Runoff** discharges to **Receiving Waters** in the **Whitewater River Region** are also relatively minor based on flow volume.

Hydrology

- The Whitewater River is the major drainage course in the Whitewater River Hydrologic Unit Planning Area, and is defined in the **Basin Plan** as the reach from the headwaters in the San Gorgonio Mountains to (and including) the Whitewater recharge basins near the Indian Canyon Drive crossing in the City of Palm Springs. The reach of the Whitewater River from the Whitewater recharge basins near Indian Canyon Drive to the **CVSC** near Indio is defined as a Wash (Intermittent or **Ephemeral Stream**) in the **Basin Plan**. Tributary

⁹ Riverside County Flood Control, March 2013.

¹⁰ Discussion excerpted from Coachella Valley Integrated Regional Water Management Plan. Prepared by **Coachella Valley Regional Water Management Group**. December 2010. Available at www.cvrwmg.org.

¹¹ Riverside County Flood Control, March 2013.

¹² "Soils of the Coachella Valley." Coachella Valley Water District.

<http://www.cvwd.org/conservation/soils.php>

¹³ California Department of Water Resources, Coachella Valley Investigation, Bulletin 108, July 1964.

A. FINDINGS

Receiving Waters to this reach exhibit perennial flow in the surrounding mountains, but because of diversions and percolation into the basin, these perennial flows typically infiltrate, evaporate or are consumed through evapotranspiration before reaching the **Whitewater River Region**.

- Within the **Whitewater River Region**, the Whitewater River and its tributaries are dry ephemeral washes. Due to soil type and lack of interflow contributions, time and volume of flow in **Receiving Waters** after storm events are minimal. Flow in the Whitewater River downstream of the Whitewater recharge basins is so infrequent that several sections of the channel have been integrated into golf courses.
- While developing the 2012 **ROWD**, the **Permittees** aggregated and reviewed rainfall and United States Geological Survey (USGS) flow data for Palm Canyon Creek, a **Receiving Water** tributary to the Whitewater River, located in the City of Palm Springs. Twenty-three years of data showed that the reach of Palm Canyon Creek located within the **Whitewater River Region** exhibited flow due to discharges of **Urban Runoff** from the urbanized area, an average of less than 1 percent of the days of each year.¹⁴
- The **CVSC** is the 25 mile long, constructed downstream extension of the Whitewater River channel, beginning west of Washington Street in La Quinta and ending on the north shore of the Salton Sea. The lower 17-mile reach of the **CVSC** is the only surface waterbody in the **Whitewater River Region** that features perennial flow; these flows are dominated by effluent from **NPDES**-permitted **POTW** discharges, rising groundwater, and agricultural return flows.¹⁵
- **CVWD** operates and maintains the **CVSC** and the regional subsurface drainage collection system for the Coachella Valley, which drains to the **CVSC**. General information from **CVWD**'s 2011 Annual Review and Water Quality Report states approximately 251,249 acre feet of water was provided for irrigation. Approximately one-third of the applied volume is water that drains to the subsurface drainage collection system to the **CVSC**.
- Within the **Whitewater River Region**, both the Whitewater River and the **CVSC** are stabilized, engineered and maintained dry washes. Although the Whitewater River follows the general path of the historic waterbody, there was no pre-existing dry wash for the **CVSC**. Channel design capacity attenuates as the river moves through the **MS4 Permit** area. The Standard Project Flood (SPF)¹⁶ peak discharge is approximately 86,000 cubic feet per second (cfs) at Windy Point within the Whitewater River, and 82,000 cfs at Washington Street in La Quinta, where the **CVSC** begins. The SPF peak discharge for the **CVSC**

¹⁴ Report of Waste Discharge, November 23, 2012. Whitewater River Region Permittees.

¹⁵ U.S. Geological Survey National Streamflow Information Program; California Regional Water Quality Control Board, Colorado River Basin, **Basin Plan**, Table 2-3; Coachella Valley Final Water Management Plan, September 2002; Coachella Valley Water Management Plan 2010 Update, Draft Report, December 2010.

¹⁶ Whitewater River Basin Feasibility Report for Flood Control and Allied Purposes, San Bernardino and Riverside Counties, California. Appendix 1, Hydrology. U. S. Army Corps of Engineers, May 1980.

A. FINDINGS

168

is 67,000 cfs at the outlet to the Salton Sea.¹⁷ The Whitewater River and **CVSC** are designed to convey these flows with a minimum of 1 foot of freeboard.

Colorado River Region Basin Plan

31. The **Basin Plan**, as amended to date, designates the **Beneficial Uses** of ground and surface waters in the Colorado River Basin Region. The **Whitewater River Region** lies within the Whitewater River Hydrologic Unit Planning Area.

32. The majority of surface water bodies within the **Whitewater River Region** are designated as **Washes**. These include the Whitewater River, starting from the Whitewater recharge basins located west of the City of Palm Springs and extending to the upstream channel reach located one-quarter mile west of the Monroe Street crossing near the City of Indio. The majority of the urban area in the **Whitewater River Region** drains into this reach of the Whitewater River. The **Permittee's MS4** facilities drain into the following **Washes**:

- Smith Creek
- Montgomery Creek
- West Cathedral Canyon Channel
- East Cathedral Canyon Channel
- West Magnesia Canyon Channel
- East Magnesia Canyon Channel
- Palm Valley Storm Water Channel
- Deep Canyon Storm Water Channel
- Bear Creek
- La Quinta Resort Channel
- La Quinta Evacuation Channel
- Whitewater River from Whitewater recharge basins to the **CVSC**

The designated **Beneficial Uses** for the aforementioned **Washes** are Freshwater Replenishment (**FRSH**), Groundwater Recharge (**GRW**), Non-contact Water Recreation (**REC 2**) and Wildlife Habitat (**WILD**). Each of the uses in these **Washes** are identified as being intermittent, meaning that they are only applicable if flows are sufficient to support those uses.

33. The **Permittees** also own and operate **MS4** facilities that discharge **Urban Runoff** into the following surface water bodies, which have additional designated **Beneficial Uses**:

- a. Mission Creek
- b. San Gorgonio River
- c. Whitewater River
- d. Tahquitz Creek
- e. Palm Canyon Creek

¹⁷ Flow in the CVSC decreases over distance travelled towards the Salton Sea due to infiltration in the unlined channel

f. Little Morongo Creek

g. **CVSC**

Beneficial Uses for these specific water bodies are identified and summarized in the following table. In addition to the **Beneficial Uses** described above, these include Municipal and Domestic Supply (**MUN**), Agriculture Supply (**AGR**), Aquaculture (**AQUA**), Industrial Service Supply (**IND**), Water Contact Recreation (**REC 1**), Warm Freshwater Habitat (**WARM**), Cold Freshwater Habitat (**COLD**), Hydropower Generation (**POW**) and Preservation of Rare, Threatened or Endangered Species (**RARE**). Note that existing **Beneficial Uses** are designated by X; potential **Beneficial Uses** are designated by P, and intermittent uses by I:

Waterbody	MUN	AGR	AQUA	FRSH	IND	GWR	REC1	REC2	WARM	COLD	WILD	POW	RARE	Location
CVSC ¹⁸				X			X ¹⁹	X ²⁰	X		X		X ²¹	Perennial reach from approx. Dillon Road to Salton Sea
Little Morongo Creek	P	X				X	X	X	X		X			
Palm Canyon Creek	P	X				X	X	X	X		X			
San Gorgonio River	P	X				X	X	X		X	X			
Tahquitz Creek	P					X	X	X		X	X			
Whitewater River ²²	X	X				X	X	X	I	X	X	X		From headwaters to Whitewater Recharge Basins
Washes ²³ (Ephemeral Streams)				I ²⁴		I		I		²⁵	I			Whitewater River and CVSC from Indian Canyon Dr. to approximately ¼ mile west of Monroe Street crossing.

34. Numeric and narrative **WQOs** exist for the **Receiving Waters** in the **Whitewater River Region**. It is not feasible or appropriate at this time to establish **Numeric Effluent Limitations** due to the variability in the quality, quantity, and complexity

¹⁸ Section of perennial flow from approximately Indio to the Salton Sea.

¹⁹ Unauthorized use.

²⁰ Unauthorized use.

²¹ Rare, endangered or threatened wildlife exists or utilizes these waterway(s). If the **RARE Beneficial Use** may be affected by a water quality control decision, responsibility for substantiation of the existence of rare, endangered or threatened species on a case-by-case basis is upon the California Department of Fish and Game on its own initiative and/or at the request of the **Regional Water Board**; and such substantiation must be provided within a reasonable time frame as approved by the Regional Water Board.

²² Includes the section of flow from the headwaters in the San Gorgonio Mountains to (and including) the Whitewater recharge basins near Indian Avenue crossing in Palm Springs.

²³ Washes – Intermittent or **Ephemeral Streams**, including the section of ephemeral flow in the Whitewater River and the **CVSC** from Indian Canyon Drive to approximately ½ mile west of Monroe Street crossing.

²⁴ Applies only to tributaries to Salton Sea.

²⁵ Use, if any, to be determined on a case-by-case basis.

A. FINDINGS

of **Urban Runoff**. Moreover, the impact of **Urban Runoff** discharges on the quality of **Receiving Waters** has not been fully determined.

35. Therefore, the **Effluent Limitations** contained in this **MS4 Permit** are narrative and include the **SWMPs** requirement to implement appropriate **BMPs**. The narrative **Effluent Limitations** constitute compliance with the requirements of the **CWA** and can be found in Section B. DISCHARGE PROHIBITIONS, Section D. **RECEIVING WATER LIMITATIONS** and Section G. IMPLEMENTATION OF **TOTAL MAXIMUM DAILY LOADs** of this **MS4 Permit**.

CWA Section 303(d) Listed Waterbodies and Total Maximum Daily Loads (TMDLs)

36. Section 305(b) of the **CWA** requires **USEPA** and each state that has been delegated **NPDES** Permitting authority to routinely monitor and assess the quality of waters in their respective regions. If this assessment indicates that **Beneficial Uses** are not met, then the waterbody must be listed under Section 303(d) of the **CWA** as an **Impaired Waterbody**.
37. On October 11, 2011 the **USEPA** issued its final decision regarding the water bodies and pollutants added to the California 303(d) List. Within the **MS4 Permit** area, the **CVSC** has been identified as impaired for pathogens in that portion from Dillon Road to the Salton Sea. The source of these pollutants is unknown.
38. Federal regulations require that a **TMDL** be established for each 303(d) listed waterbody for each of the **Pollutants** causing **Impairment**. The **TMDL** is the total amount of a **Pollutant** that can be discharged to a subject waterbody, while still enabling the waterbody to attain **Water Quality Standards (WQSs)** in the **Receiving Water**. Attaining **WQSs** means that the receiving waterbody's **Water Quality Objectives (WQOs)** are met and its **Beneficial Uses** are protected. The **TMDL** is the sum of the individual **Waste Load Allocations (WLAs)** for point source inputs, **Load Allocations (LAs)** for **Non-Point Source** inputs and natural background, and a margin of safety. The **TMDLs** are one of the bases for limitations established in **Waste Discharge Requirements (WDRs)**.
39. The **Regional Water Board** adopted a **Basin Plan** amendment incorporating the **CVSC** Bacterial Indicators **TMDL** of Escherichia coli (E. coli) on May 16, 2007, and as further modified on June 17, 2010. The **TMDL** was subsequently approved by the **State Board** on July 19, 2011, approved by the Office of Administrative Law on February 2, 2012 and approved by **USEPA** on April 27, 2012. The **USEPA** approved the **TMDL** on the condition that the **Basin Plan** would be subsequently amended to reduce the number of bacterial indicators from three (fecal coliform, enterococci, and E. coli) to just the single indicator of E. coli to be consistent with the approved **CVSC** Bacterial Indicators **TMDL**.
40. The **Regional Water Board** satisfied that **USEPA** condition by amending the **Basin Plan** to specify E. coli as the sole bacterial indicator for the **CVSC**. This amendment was approved by the **Regional Water Board** on June 17, 2010, the **State Board** on July 19, 2011, the Office of Administrative Law on February 2, 2012 and the **USEPA** on April 27, 2012.

A. FINDINGS

41. The **CVSC** Bacterial Indicators **TMDL** established limits for bacterial source indicators for the **CVSC** from Dillon Road to the Salton Sea. The **CVSC** Bacterial Indicators **TMDL** Source Analysis identified **MS4** operated by the City of Coachella as a potential source of bacterial indicators.
42. The **CVSC** Bacterial Indicators **TMDL** specifies **WLAs** for **Point Sources** including the City of Coachella's **MS4**, **CalTrans**, Valley Sanitary District wastewater treatment plant, Coachella Sanitary District wastewater treatment plant, and Mid-Valley Water Reclamation Plant; as well as **LAs** for agricultural runoff, federal lands, tribal lands and septic systems. To protect **REC-I Beneficial Uses**, the **TMDL** has specified a **WLA** for *E. coli*.
43. The **CVSC** Bacterial Indicators **TMDL** specifies that if it is to be implemented in the Whitewater River Watershed **MS4 Permit**, Water Quality Based Effluent Limits (**WQBELs**) are to be expressed as narrative management practices rather than direct application of **Numeric Effluent Limitations**.
44. The City of Coachella has proactively implemented structural **Best Management Practices (BMPs)** to effectively infiltrate all **Dry Weather Urban Runoff** prior to reaching **MS4 Outfalls** regulated by the **CVSC** Bacterial Indicators **TMDL**. These structural **BMPs** were completed in 2011 with additional modifications planned to improve the effectiveness of the Avenue 52 outfall controls. These **BMPs** ensure that there are no discharges from the City's **MS4** during **Dry Weather**.
45. The **CVSC** Bacterial Indicators **TMDL** Implementation Plan is divided into two phases. Phase I actions will take three years to complete and focus on monitoring and addressing bacterial indicators associated with wastewater discharges from **MS4** and other **NPDES** facilities. If *E. coli* **WQOs** are not achieved by the end of Phase I, **Regional Water Board** staff will implement additional actions to control *E. coli* sources in Phase II (within seven years after the end of Phase I). Section 2.3 of the **CVSC** Bacterial Indicators **TMDL** states:

"If monitoring and assessment in Phase I indicate that waste discharges to the **CVSC** from anthropogenic activities violate this **TMDL**, and that violations persist despite recommended operation and maintenance procedures and control measures in existing permits, the **Regional Water Board** shall require the implementation of additional actions to control anthropogenic sources of bacteria in Phase II. The **Regional Water Board** will require the responsible parties to select and implement new/additional management practices for Phase II, following characterization of these sources and a determination of whether these sources can be controlled. This determination shall take into consideration background conditions and cost factors. The **Regional Water Board** may revise **MS4** permit water quality based effluent limitations, which may be expressed in terms of narrative management practice (MP) requirements. The **Regional Water Board** may also consider revising **WQOs** for **CVSC** to address natural background sources of bacteria...."

A. FINDINGS

Water Quality Based Effluent Limitations (WQBELs) and TMDL WLA

46. In *Defenders of Wildlife, et al v. Browner*, 191 F.3d 1159 (9th Cir. 1999), the court held, based on principles of statutory interpretation, that the 1987 Water Quality Act amendments to the **CWA** does not require municipal storm-sewer discharges to comply strictly with State **WQSS** for **MS4** permits under section 301(b)(1)(C), but that such compliance may be included at the discretion of the permitting agency (*id.*, 191 F.3d at 1165). The Court explained that the language in section 402(p)(3)(A), which addresses discharges of storm water associated with industrial activity, and section 402(p)(3)(B), which addresses discharges from municipal storm-sewers, was unambiguous and showed Congress' intent to apply different requirements for these two types of storm water discharges. In particular, the Court noted that section 402(p)(3)(A) requires industrial storm water discharges to comply with all requirements of section 402(p) and section 301, which includes the requirement that such discharges "shall ... achiev[e] ... any more stringent limitation, including those necessary to meet water quality standards" (*id.*, 191 F.3d at 1165). In contrast, the Court observed that section 402(p)(3)(B) requires municipal storm-sewer discharges to comply with a completely different set of standards, which does not include a specific reference to section 301. Thus, the Court held that the language in section 402(p)(3)(B)(iii), which requires "controls to reduce the discharge of pollutants to the **Maximum Extent Practicable [MEP]**, including management practices, ..., and such other provisions as the [EPA] Administrator ... determines appropriate for the control of such pollutants," unambiguously showed that Congress gave the **EPA** Administrator discretion to determine what pollution controls are appropriate (*id.*, 191 F.3d at 1166). The Court commented that the EPA has exercised that discretion for municipal storm-sewer discharges by adopting an interim approach, which uses **BMPs** to provide for the attainment of water quality standards (*id.*, 191 F.3d at 1166). Federal implementing regulations at 40 CFR 122.44(k)(3) specifically allow the use of **BMPs** to control or abate the discharge of **Pollutants** when **Numeric Effluent Limitations** are infeasible or when practices are reasonably necessary to achieve **Effluent Limitations** and standards or to carry out the purposes and intent of the **CWA**. The legislative history and the preamble to the federal storm water regulations indicate that Congress and **USEPA** were aware of the difficulties in regulating **Urban Runoff** solely through traditional end-of-pipe treatment. It is the **Regional Water Board's** intent to require the **Permittees** to implement **BMPs** consistent with the **MEP** standard in order to support attainment of **WQSS**. This **MS4 Permit** includes **Receiving Water Limitations** based on **WQOs**; it prohibits causing a condition of **Nuisance** and requires the reduction of **WQSS** impairment in **Receiving Waters**. This **MS4 Permit** includes a procedure for evaluating whether the **SWMP** must be revised to include additional or more effective **BMPs** designed to meet **WQSS**. This **MS4 Permit** establishes an iterative process to determine compliance with **Receiving Water Limitations**.

47. Federal regulations (40 CFR 122.44(d)(1)(vii)(B)), to the extent applicable to municipal **Stormwater** permits, require inclusion of **Effluent Limitations** that are "consistent with the assumptions and requirements of any available **WLA** for the discharge prepared by the State and approved by **USEPA**." Consistent with this requirement, this **MS4 Permit** includes **BMP-based** interim **WQBELs**. This **MS4**

A. FINDINGS

Permit additionally includes **BMP**-based final **WQBELs** which are based on the **WLA** for the **CVSC** Bacterial Indicators **TMDL**. This **MS4 Permit** includes requirements to develop and implement control measures necessary to achieve **WLAs** by the deadlines specified in the **CVSC** Bacterial Indicators **TMDL**.

48. Consistent with the **CVSC** Bacterial Indicators **TMDL** Implementation Plan, the City of Coachella submitted a monitoring program to the **Regional Water Board** on January 6, 2013. The **CVSC** Bacterial Indicators **TMDL** requires the City of Coachella to implement the monitoring program, upon approval, and submit a report on January 31, 2016 (with **Permittee Annual Reports**) indicating whether **Urban Runoff** violates the City of Coachella's **WLA**, whether the sources of violation are controllable and recommendations for additional **BMPs** that are appropriate given background conditions, cost factors and the status of **Regional Water Board** efforts to revise **WQOs** for the **CVSC** to address the City of Coachella's **WLA** (the 2016 QAPP).
49. These **WQBELs** are consistent with the assumptions and requirements identified in the **TMDL** Implementation Plans adopted with the **TMDLs** because the **BMPs** are expected to be sufficient to meet the **WLAs** by the compliance dates. The **CVSC** Bacterial Indicators **TMDL**, relies on this **MS4 Permit** to implement the **WLA** for the City of Coachella.

Compliance Schedules and Interim Requirements

50. Consistent with the **State Board's** Compliance Schedule Policy (Resolution No. 2008-0025), this **MS4 Permit** incorporates interim and final **Effluent Limits**, where applicable. Additionally, since the **TMDL** compliance dates are outside the term of this **MS4 Permit**, it is also appropriate to require **Permittees** subject to **TMDL** compliance dates that are outside the term of this **MS4 Permit** to monitor and report the effectiveness of **BMPs** implemented in the **MS4 Permit** area to evaluate progress towards attainment of **WLA** by the time schedules specified in the adopted **TMDL**. This **MS4 Permit** includes the schedules for deliverables as part of the **TMDL** Implementation Plan as well as a requirement to monitor the effectiveness of **BMPs** in the **MS4 Permit** area in reducing **Pollutant** discharges and to report progress towards compliance with the **TMDL WLA** by the compliance dates.

Whitewater River Region Water Quality

51. Neither the Whitewater River nor its tributaries are **CWA 303(d)** listed as **Impaired Waterbodies** for any **Pollutant** within the **Whitewater River Region**. Most of the waterbodies assessed within the **Whitewater River Region** for inclusion into **USEPA's** most current **305(b) Report** have been identified as having good water quality. Waterbodies listed as threatened or impaired do not identify **Urban Runoff** as a source.

A. FINDINGS

Table A.2. 305(b) Report Information for the Whitewater River Region²⁶

Waterbody Name	Type of Waterbody	Size	Units	Water Quality Status
Whitewater River	River	25	Miles	Good
Big Morongo Creek	River	15	Miles	Good
Little Morongo Creek	River	15	Miles	Good
CVSC	River	17	Miles	Impaired (Cause: Pathogens; Probable Source: Unknown)
Falls Creek	River	5.74	Miles	Good
Millard Canyon Creek	River	5	Miles	Good
Mission Creek	River	15	Miles	Good
Snow Creek (Riverside County)	River	3.3	Miles	Good
Tahquitz Creek	River	13.21	Miles	Threatened (Cause: Pathogens; Probable Source: Agriculture)
Twin Pines Creek	River	3	Miles	Threatened (Cause: Pathogens; Probable Source: Agriculture)

52. **Permittee Outfall** and **Receiving Water** monitoring data gathered during **Wet** and **Dry Weather** events during the past two **MS4 Permit** terms show that most conventional pollutants, including but not limited to nutrients, oil and grease, detergents, ammonia and nitrates, were not observed in exceedance of **Receiving Water Quality Objectives** listed in the **Basin Plan**.

53. As required by the 2001 and 2008 **MS4 Permits**, the **Permittees** performed water quality monitoring at the Upper Whitewater River **Receiving Water** monitoring station to “assist with determination of natural background concentrations of field parameters and constituents of concern that may also be found in **Urban Runoff**.” Monitoring data from this location revealed elevated levels of Lead and Chromium, in amounts which exceed **Water Quality Objectives**, during **Wet Weather** conditions only. These constituents have also been found to be present in natural deposits and groundwater throughout the **Whitewater River Region**.^{27,28}

54. **Permittee MS4 Outfall** and **Receiving Water** monitoring data gathered over three **MS4 Permit** terms show that **Priority Pollutant** constituents have either never been detected, or have rarely been detected in the **Whitewater River Region**. Therefore, the requirement for analyses of **Priority Pollutants** has been eliminated from this **MS4 Permit**.

²⁶ United States Environmental Protection Agency. “Watershed Quality Assessment Report.” http://ofmpub.epa.gov/tmdl_waters10/attains_watershed.control?p_huc=18100200&p_state=CA&p_cycle=2004&p_report_type=A

²⁷ Coachella Valley Water District. 2011 Domestic Water Quality Report. 2011.

²⁸ Presser, Theresa, Sylvester, Marc, and Low, Walton. Bioaccumulation of Selenium from Natural Geologic Sources in Western States and Its Potential Consequences. Environmental Management Vol. 18, No. 3, pp.423-436. Springer-Verlag, 1994.

A. FINDINGS

Objectives of this MS4 Permit

55. Consistent with **State Board** orders, this **MS4 Permit** requires the **Permittees** to comply with applicable **WQSs** through an iterative approach, requiring the implementation of increasingly more effective **BMPs** until **WQSs** are being met. Aside from issues relating to the lower reach of the **CVSC**, which is being addressed through a **TMDL**, **Beneficial Uses** in **Whitewater River Region Receiving Waters** have been protected since **MS4 Permit** program inception. Therefore, the objectives of this **MS4 Permit** are to:

- a. Renew Board Order No. R7-2008-0001 **NPDES** No. CAS617002, which regulates **Urban Runoff** within the **Whitewater River Watershed**;
- b. Regulate the discharge of **Potential Pollutants** in **Urban Runoff** that discharge to surface waters in the **Whitewater River Region**.
- c. Implement regulatory requirements prescribed in the Water Quality Control Plan for the Colorado River Basin Region of California (**Basin Plan**), and requirements of Section 402(p) of the **CWA** and Title 40 Code of Federal Regulations (40 CFR) Part 122; and
- d. Require implementation of preventative measures to assure maintenance of existing **Receiving Water** quality within the **Whitewater River Region**.

Federal NPDES Storm Water Regulations

56. Federal regulations for Phase I **MS4 Storm Water** discharges were promulgated by the **USEPA** on November 16, 1990 (40 CFR Parts 122, 123, and 124) and apply to the discharge regulated by this **MS4 Permit**.
57. Pursuant to Section 402 of the **CWA** and Section 13370 of the **CWC**, the **USEPA** approved the California State Program to issue and enforce **NPDES** permits for discharges to surface **Waters of the State**. Section 405 of the Water Quality Act of 1987 added Section 402(p) to the **CWA**, which requires the **USEPA** to develop a phased approach to regulate **Storm Water** discharges under the **NPDES** program.
58. Section 402(p)(2)(C) of the **CWA** requires the issuance of **NPDES** permits for **Storm Water** discharges from **MS4s** serving a population of 250,000 or more or serving populations between 100,000 to 250,000.
59. Section 402(p) of the **CWA** and the Phase 1 rule require **NPDES** permits for **MS4s** to include a requirement to effectively prohibit **Non-Storm Water** discharges into **MS4s** unless such discharges are either authorized by a separate **NPDES** permit or not prohibited in accordance with Section C. ALLOWABLE **NON-STORM WATER DISCHARGES** of this **MS4 Permit**. The requirement in the **CWA** to reduce **Pollutants** to the **MEP** provides a minimum level of water quality protection. The State may develop **WQS** more stringent than those required by the **CWA**.

A. FINDINGS

60. Title 40 CFR Section 122.26 requires a proposed management program that covers the duration of this **MS4 Permit**. It must include a comprehensive planning process that involves public participation and, where necessary, intergovernmental coordination to reduce the discharge of **Pollutants** to the **MEP** using management practices, control techniques, and system, design, and engineering methods, and such other provisions that are appropriate. The proposed management program is described in the **Whitewater River Region SWMP**. The proposed management program shall include a description of **Structural** and **Source Control BMPs** to reduce **Pollutants** discharged from **Urban Runoff** into the **MS4** that are to be implemented during the term of this **MS4 Permit**.

Mitigation of Urban Runoff

61. **Pollutants** may be reduced in **Urban Runoff** by the appropriate application of **Pollution Prevention**, **Source Control**, and **Treatment Control BMPs** to the **MEP**.
62. This **MS4 Permit** provides flexibility for **Permittees** to request approval by the **Executive Officer** to substitute a **BMP** under this **MS4 Permit** with an alternative **BMP**, if they can provide information and documentation on the effectiveness of the alternative, equal to or greater than the prescribed **BMP** in meeting the objectives of this **MS4 Permit**.

New Development/Redevelopment

63. **Permittees** with land use authority authorize urbanization and land uses that may generate **Pollutants** and runoff, which can contribute to the impairment of **Receiving Waters**. Therefore, the **Permittees** can also exercise their legal authority to require implementation of **BMPs** to the **MEP**, such that **New Development/Redevelopment** projects do not result in increases in **Pollutant** loads, and flows do not further degrade **Receiving Waters**.
64. Urban development has three major phases: (1) land use planning for **New Development**; (2) construction; and (3) the current land use or existing development phase. Because the **Permittees** with land use authority authorize each of these phases, they have commensurate responsibilities to protect **Receiving Water** quality to the **MEP** during each phase.
65. On October 5, 2000, the **State Water Board** adopted Order No. WQ-2000-11, Standard Urban Storm Water Mitigation Plans (SUSMPs), which is a precedential order. Order No. WQ-2000-11 determined that requiring **Urban Runoff** generated by the 85th percentile storm events from specific types of development categories be infiltrated, filtered or treated was consistent with **MEP**. The essential elements of this precedential order were incorporated into the 2008 **MS4 Permit**, and are incorporated herein. In accordance with the requirements specified in the 2008 **MS4 Permit**, the **Permittees** developed a model **Water Quality Management Plan (WQMP)** and template.

A. FINDINGS

66. Requirements for post-construction **Stormwater** controls have been implemented in the **Whitewater River Region** for many years. As detailed in Table A-3 below, through ordinance or municipal code, the cities of Cathedral City, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage have required specified **New Developments** to retain and infiltrate runoff on-site to mitigate increased runoff and downstream impacts many years prior to development and implementation of the post-construction requirements found in the 2008 **MS4 Permit**.

Table A.3. Permittees with Ordinances for On-site Retention Adopted Prior to Implementation of 2008 MS4 Permit Post-Construction Requirements

Permittee	Ordinance	Description	Storm Event (Required <i>Design Capture Volume</i>)
Cathedral City	Title 8, Sec. 8.24.070	Applies to development of all land within the City, with certain exceptions.	100% retention of the 100-year, 3-hr event
Indio	Title XV: Land Usage, Sec.162.140	Projects one-acre or greater	100% retention of the 100-year, 24-hr event
La Quinta	Title 13, Sec. 13.24.120	Applies to development of all land within the City, with certain exceptions.	100% retention of the 100-year, 24-hr event
Palm Desert	Ordinance #1247	Development and Re-development projects one acre or greater	100% retention of the 100-year, 24-hr event
Palm Springs	Ordinance #1768	Hillside residences and commercial projects over 2 acres, in drainage areas that are less than 70% developed.	Retain the difference between most conservative 100-year storm in the developed condition and the pre-development condition
Rancho Mirage	Title 15, Sec. 15.64.140	Properties one-acre or greater located north of Whitewater River	100% retention of the 100-year, 24-hr event

67. Since development of the **Whitewater River Region WQMP**, more **Permittees** (in addition to those listed in Table A.3 above) have implemented ordinances that require developments to retain **Stormwater** volumes or flows in excess of the 85th percentile storm event required by the **WQMP**.

Table A.4. Permittees with Ordinances Requiring On-Site Retention of Stormwater Volumes/Flows Greater than WQMP Requirements

Permittee	Ordinance	Description	Storm Event (Required <i>Design Capture Volume</i>)
Banning	Ordinance #1415	Requirement for all Priority Development Projects	100% retention of the 100-year, 3-hr event
Coachella	Ordinance #1014	Requirement for all Priority Development Projects	100% retention of the 100-year, 24-hr event
Desert Hot Springs	Ordinance No. 1997-03, Section 13.08.100	Applies to New Development and Redevelopment, with certain exceptions	100% retention of post-development runoff, based on the 100-year, 24 hour event

A. FINDINGS

68. Location of urbanized areas on alluvial fans comprised of pervious soils, low annual rainfall, low density of development, minimal vegetative cover, constructed flood control improvements, **Permittee** requirements for on-site retention, and **WQMP** requirements for **New Development** and **Redevelopment** all combine to limit potential impacts of **Urban Runoff** on the **Whitewater River Region** natural drainage system. The **WQMP** requires identification of **Hydrologic Conditions of Concern (HCOC)**. An **HCOC** may exist when a **New Development** or **Redevelopment** site's hydrologic regime is altered and results in significant impacts on downstream channels and, where they may exist, aquatic habitats. Currently, **New Development** and **Redevelopment** projects are required to perform this assessment and incorporate appropriate **BMPs** to the **MEP** to ensure existing hydrologic conditions are maintained.
69. **LID** techniques promote the reduction of impervious areas which may achieve multiple environmental and economic benefits. This **MS4 Permit** requires **Permittees** to continue to implement the per project measurable goal of addressing 100% of the **WQMP Treatment Control BMP** requirement through implementation of **Site Design/LID BMPs**.
70. Some **LID** concepts are not compatible with water efficient landscape ordinances adopted throughout the **Whitewater River Region**. Such ordinances include requirements for xeriscaping, and implementation of water budgets and desert tolerant landscape standards.
71. Certain **BMPs** implemented or required by **Permittees** for urban runoff management may create a habitat for vectors (e.g., mosquitoes and rodents) if not properly designed or maintained. Close collaboration and cooperation among the **Permittees**, local vector control agencies, **Regional Water Board** staff, and the California Department of Public Health is necessary to identify and implement appropriate vector control measures that minimize potential nuisances and public health impacts resulting from vector breeding.
72. This **MS4 Permit** requires the **Permittees** to review and approve covenants, conditions and restrictions (CC&Rs) or other mechanisms to ensure proper long-term operation and maintenance of post-construction **BMPs**.

Illicit Connection/Illegal Discharge (IC/ID)

73. This **MS4 Permit** requires the **Permittees** to continue to implement the **BMPs** listed in the approved **SWMP**, and to continue to effectively prohibit **IC/IDs** to the **MS4**. One of the major elements of the **SWMP** is a **Storm Water/Urban Runoff** Management and Discharge Control Ordinance. The **Permittees** with land use authority have adopted such an ordinance as well as ordinances addressing **Grading** and **Erosion** control (collectively, the "**Storm Water Ordinance**"). The purpose of each **Storm Water Ordinance** is to prohibit **Pollutant** discharges in the **MS4** and to regulate **IC/IDs** and **Non-Storm Water** discharges to the **MS4**.
74. The **Permittees** have implemented programs to control litter, trash, and other anthropogenic-sourced materials from **Urban Runoff**. In addition to municipal

A. FINDINGS

179

ordinances prohibiting littering, the **Permittees** will continue to implement these programs, and continue organizing and implementing other programs to reduce litter and **IC/IDs**, such as solid waste collection programs, **Household Hazardous Waste (HHW)** collections, **Hazardous Material** spill response, catch basin **Cleaning**, street sweeping, and recycling programs. These programs are intended to work together to address urban sources and reduce **Pollutants** in **Urban Runoff** to the **MEP**. This **MS4 Permit** includes requirements for the continued implementation of programs for litter, trash, and debris control.

75. This **MS4 Permit** requires the **Permittees** to continue to implement routine inspection and monitoring and reporting programs for **IC/IDs** to their **MS4** facilities. Due to the ephemeral nature of the **Whitewater River Region** during **Dry Weather** conditions, **IC/IDs** to **Receiving Waters** from **MS4** outfalls can be identified by field inspections. Therefore, this **MS4 permit** also requires, in part, that the **Permittees' Dry Weather** monitoring program focus on field identification and elimination of **IC/IDs**.

76. There are several local, regional and watershed-wide efforts underway to reduce **Dry Weather** discharges to **Whitewater River Region MS4** facilities, of which the **Permittees** are active participants. These efforts include, but are not limited to:

- The **County**, and all water suppliers within the **Whitewater River Region**, including **CVWD**, Desert Water Agency (DWA), Mission Springs Water District (MSWD), Coachella Water Authority (CWA), Indio Water Agency (IWA), and the City of Banning Water Utility, have adopted water efficient landscape ordinances which are either as stringent as, or are more stringent than, the State's model water efficient landscape ordinance.

Development projects within the **Whitewater River Region** must demonstrate compliance with the landscape standards described in respective ordinances to receive water service. The standards include, but are not limited to: site plan check/approval for compliance with water allowances and requirements for drought tolerant plants, water budget components which establish the amount of water that can be used on particular landscapes, and encouraging retention of **Stormwater** and prevention of runoff.

- **CVWD**, CWA, and the City of Banning Water Utility have implemented tiered water usage rates.
- DWA, IWA and the City of Banning Water Utility have implemented water waste prohibitions, conduct water use audits, and/or enforce against negligent water usage.
- **CVWD**, CWA, DWA, MSWD, and the IWA offer water conservation incentive programs, including offering rebates for: turf removal, sprinkler upgrades, and other water efficient irrigation measures.
- The **Coachella Valley Regional Water Management Group (CVRWMG)** is a collaborative effort led by the five water purveyors of the Coachella Valley

A. FINDINGS

(**CVWD**, CWA, DWA, IWA, and MSWD) to develop an Integrated Regional Water Management Plan (IRWMP) to address the water resources planning needs of the Valley; each of the Coachella Valley **Permittees** were planning partners in development of the IRWMP. The IRWMP, which was finalized in December 2010, enables the **CVRWVG** to apply for grants related to the IRWMP program led by the California Department of Water Resources.

In July 2012, the **CVRWVG** was awarded a \$4,000,000 Proposition 84 grant to use towards implementation of a Regional Water Conservation Program. Program features include: implementation of a water auditing program, workshops for landscape professionals, incentives for turf replacement, subsidies for irrigation clocks, increased public education and outreach, subsidization of residential sprinkler upgrades and a residential leak detection program. The term for this program will end on December 31, 2017.

Private Construction Activities

77. Construction activities may be a significant cause of **Receiving Water** impairment in California. **Sediment** runoff rates from construction sites exceed natural **Erosion** rates of undisturbed lands, causing siltation and impairment of **Receiving Waters**. However, siltation has not been identified by the **Regional Water Board** as a cause of **Receiving Water** impairment in the **Whitewater River Region**. In addition to requiring implementation of **BMPs**, an effective construction runoff program must include local plan review, permit conditions, field inspections, and enforcement.
78. One method to reduce **Potential Pollutants** in **Urban Runoff** is to incorporate **BMPs** as early in the planning phase of a project as possible. The implementation of **BMPs** is necessary to prevent **Erosion** and sedimentation in storm and non-storm **Urban Runoff** discharges.

Commercial/Industrial

79. Enforcement of local **Urban Runoff** related ordinances, permits, and plans are an essential component of the **SWMP**. Routine inspections provide an effective means by which **Permittees** can evaluate compliance. Inspections are especially important in areas with increased potential for **Pollutant** discharges, such as at industrial and construction sites.

Public Education/Outreach

80. Education is the foundation of the **SWMP**. Education of the **Permittee's** planning, inspection, and maintenance department staff is critical. The Public Education Program contained in the **SWMP** incorporates a well-developed approach to education and outreach. The program, entitled "Only Rain Down The Storm Drain **Pollution Prevention** Program", combines resources and efforts from the three **County MS4** permit programs to effectively communicate responsible **Urban Runoff** management. Public participation is necessary to ensure that all stakeholder interests, and a variety of creative solutions, are considered. Public

A. FINDINGS

participation is important in the development of a complete **Urban Runoff** management program. The **Permittees** propose to continue to emphasize the public participation component of this program.

Monitoring

81. An effective monitoring program characterizes **Urban Runoff** discharges, identifies problem areas, and determines the impact of **Urban Runoff** on **Receiving Waters**. However, due to the limited annual rainfall and the ephemeral nature of most **Receiving Waters** within the **Whitewater River Region**, collecting sufficient wet and dry weather data to characterize discharges and assess improvement or degradation in water quality due to **Urban Runoff** quality control program implementation is challenging at best. Under normal hydrologic conditions in the **Whitewater River Region**, there are limited flowing **Receiving Waters** impacted by **Urban Runoff**.
82. Although local climate and hydrology make consistent sample collection difficult, it is feasible to safely collect data from **MS4** outfalls and certain **Receiving Waters** during daylight hours of those wet weather events that do not result in flash flood warnings and/or watches. The **Permittees** should continue to take efforts to collect data for the ultimate purpose of characterizing **Urban Runoff** discharges, effectiveness of implemented **BMPs**, and determining the impacts of those discharges on **Receiving Waters**, where applicable and feasible.

Compliance with CEQA and Other Requirements

83. The **Permittees** will be required to comply with amendments to **WQS** or **WDRs**, which may be imposed by the **USEPA** or the State of California prior to the expiration of this **MS4 Permit**. This **MS4 Permit** may be reopened to include **WLAs** to address **Pollutants** in **Urban Runoff** causing or contributing to the impairments in **Receiving Waters** and/or other requirements developed and adopted by the **Regional Water Board**. The **MS4 Permit** also includes language requiring the **Permittees** to amend the **SWMP** to address **TMDL Basin Plan** Amendments, including incorporation of **WLA** requirements.
84. **CWC** Section 13243 provides that a Regional Water Board, in a water quality control plan or in **WDRs**, may specify certain conditions or areas where the discharge of **Waste** or certain types of **Waste** is not permitted.
85. The issuance of an **NPDES** permit for this discharge is exempt from the provisions of the California Environmental Quality Act (**CEQA**), Chapter 3 (commencing with Section 21100) of Division 13 of the Public Resources Code, in accordance with **CWC** Section 13389.
86. The **Regional Water Board** has considered state and federal anti-degradation requirements pursuant to 40 CFR 131.12 and **State Board** Resolution No. 68-16. This **MS4 Permit** does not allow degradation of surface **Waters of the State**. Therefore, compliance with the **MS4 Permit** will satisfy these anti-degradation requirements.

A. FINDINGS

182

87. The **State Board** issued one state-wide general permit to address **Storm Water** discharges from construction activities: the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities 2009-0009-DWQ as amended by 2010-0014-DWQ (**NPDES** No. CAS000002) (**Construction General Permit**). Construction activities that qualify are required by federal regulations to obtain permit coverage under either an individual **NPDES** permit or the statewide **Construction General Permit** by filing a **Notice of Intent (NOI)** with the **State Board**. Therefore, separate coverage under the **Construction General Permit** is necessary for **Permittee** construction projects within or outside of the **Whitewater River Region**.

88. The **Regional Water Board** has notified the **Permittees** and other interested agencies and **Persons** of its intent to re-issue this **MS4 Permit** for discharges of **Urban Runoff** into the **Whitewater River Region**.

The **Regional Water Board**, in a public hearing, heard and considered all comments pertaining to this **MS4 Permit**. The **Regional Water Board** reserves the right to reopen this **MS4 Permit** after proper notice and an opportunity to be heard, is given to all concerned parties.

THEREFORE, IT IS HEREBY ORDERED that this **MS4 Permit** supersedes Order No. R7-2008-0001 except for enforcement purposes, and, in order to meet the provisions contained in division 7 of the **CWC** (commencing with section 13000) and regulations adopted thereunder, and the provisions of the **CWA** and regulations and guidelines adopted thereunder, the Discharger shall comply with the requirements in this **MS4 Permit**. This action does not prevent the **Colorado River Basin Regional Water Board** from taking enforcement action for past violations of the previous **MS4 Permit**. If any part of this **MS4 Permit** is subject to a temporary stay of enforcement, unless otherwise specified, the Discharger shall comply with the analogous portions of the previous **MS4 Permit**, which shall remain in effect for all purposes during the pendency of the stay.

B. DISCHARGE PROHIBITIONS

1. The discharge of **Urban Runoff** from the **Permittees' MS4** to **Waters of the United States** containing **Pollutants**, which have not been reduced to the **MEP**, is prohibited.
2. The **Permittees** shall continue to prohibit **IC/IDs** to the **MS4** through their **Storm Water Ordinances**.
3. The following discharge prohibitions are applicable to any **Person**, as defined by Section 13050(c) of the **CWC**, who is a citizen, domiciliary, or political agency or entity of California and whose activities in California could affect the quality of **Waters of the State** within the boundaries of the Colorado River Basin Region:
 - a. The discharge of **Waste** to **Waters of the State** in a manner causing, or threatening to cause, a condition of **Pollution, Contamination, or Nuisance**, as defined in **CWC** Section 13050, except in compliance with the terms and conditions of Section D, below.
 - b. The discharge of **Pollutants** or dredged or fill material to **Waters of the United States**, except as authorized by an **NPDES** permit or a dredged or fill material permit subject to the exemption described in **CWC** Section 13376.
 - c. Any discharge to the **MS4** that is not composed entirely of "**Storm Water**" is prohibited, unless authorized by Section C. ALLOWABLE **NON-STORM WATER** DISCHARGES.
 - d. The unauthorized discharge of treated or untreated sewage to **Waters of the State** or to the **MS4**.
 - e. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative or any toxic chemical or **Hazardous Waste** into the **MS4**.

B. DISCHARGE PROHIBITIONS

C. ALLOWABLE NON-STORM WATER DISCHARGES

1. Each **Permittee** shall effectively prohibit all types of **Non-Storm Water** discharges into the **MS4** unless such discharges are authorized in accordance with Item No. 2 of this Section.
2. The following discharges are not prohibited, unless identified by the **Permittees** as a significant source of **Pollutants** to the **Receiving Waters**:
 - a. Discharges covered by **NPDES** permits or written clearances issued by the **Regional Water Board** or **State Board**;
 - b. Air conditioning condensation
 - c. Potable water line flushing and other potable water sources;
 - d. Passive foundation drains;
 - e. Passive footing drains;
 - f. Water from crawl space pumps;
 - g. Discharges from landscape irrigation, lawn/garden watering and other irrigation waters;
 - h. Dechlorinated swimming pool discharges;
 - i. Non-commercial vehicle washing; (e.g. residential car washing (excluding engine degreasing) and car washing fundraisers by non-profit organizations);
 - j. Diverted stream flows;
 - k. Rising ground waters and natural springs;
 - l. Groundwater infiltration as defined in 40 CFR 35.2005 (20) and uncontaminated pumped ground water;
 - m. Flows from riparian habitats and wetlands;
 - n. Street wash water;
 - o. Emergency water flows (i.e., firefighting flows and other flows necessary for the protection of life and property) do not require **BMPs** and need not be prohibited. However, appropriate **BMPs** shall be considered where practicable when not interfering with emergency public health and safety issues;
 - p. Waters not otherwise containing **Wastes**, as defined in **CWC** Section 13050 (d); and
 - q. Other types of discharges identified and recommended by the **Permittees** and approved by the **Regional Water Board**.
3. For purposes of this **MS4 Permit**, a discharge may include **Storm Water** and other types of discharges as indicated in Section C.2. If the **Permittee** identifies an allowable discharge category from Section C.2 that causes or contributes to an

C. ALLOWABLE NON-STORM WATER DISCHARGES

exceedance of **WQS** or is a significant contributor of **Pollutants** to **Waters of the United States**, a **Permittee** shall either:

Prohibit the discharge category from entering its **MS4** or ensure that appropriate **BMPs** are implemented to the **MEP** to reduce or eliminate **Pollutants** resulting from the discharge. The **Permittees** shall also provide a report to the **Regional Water Board** per Section D. **RECEIVING WATER LIMITATIONS**, Item No. 2.

C. ALLOWABLE **NON-STORM WATER** DISCHARGES

D. RECEIVING WATER LIMITATIONS

1. The **SWMP** and its components shall be updated to achieve compliance with **Receiving Water Limitations** associated with discharges of **Urban Runoff**. It is expected that compliance with **Receiving Water Limitations** will be achieved through an iterative process and the application of **BMPs** to the **MEP**.
2. A **Permittee** shall be considered in compliance with the Discharge Prohibitions, Allowable **Non-Storm Water** Discharges, and **Receiving Water Limitations**, so long as it is timely implementing control measures and other actions to reduce **Pollutants** in the discharges in accordance with the **SWMP** and other requirements of this **MS4 Permit**, including any modifications. If exceedance(s) of **WQS** persist, notwithstanding implementation of the **SWMP** and other requirements of this **MS4 Permit**, a **Permittee** shall continue to be considered in compliance with Discharge Prohibitions, Allowable **Non-Storm Water** Discharges, and **Receiving Water Limitations** by complying with the following procedure:
 - a. Upon a determination by the **Permittee** or **Regional Water Board** that discharges of **Urban Runoff** from the **MS4** are causing or exceeding or contributing to an exceedance of an applicable **WQS**, the **Permittee** shall promptly notify **Regional Water Board** staff within two (2) working days by telephone (760.346.7491) or e-mail notice and thereafter submit within 30 days a report to the **Regional Water Board** that describes **BMPs** that are currently being implemented and additional **BMPs** that will be implemented to prevent or reduce any **Pollutants** that are causing or contributing to the exceedance of **WQSs**. The report shall include an implementation schedule. The **Regional Water Board** may require modifications to the report;
 - b. Alternatively, if the exceedances of the applicable **WQSs** are due to discharges to the **MS4** from activities or areas not under the jurisdiction of the **Permittee**, the **Permittee** shall promptly notify **Regional Water Board** staff within two (2) working days by telephone (760.346.7491) or e-mail notice and thereafter shall provide documentation of these discharges and submit a report within 30 days to the **Regional Water Board**. The **Permittee** shall trace the source of the discharge upstream by contacting the appropriate neighboring **MS4** facility that does have jurisdiction to locate the source of the **Pollution**;
 - c. Submit any modifications to the above reports (either D.2.a. or D.2b., as appropriate) within 30 days when required by the **Regional Water Board**;
 - d. Within 30 days following approval by the **Regional Water Board** of the report described above in Section D., 2.a., the **Permittee** shall revise the **SWMP** and monitoring program to incorporate the approved modified **BMPs** that will be implemented, the implementation schedule, and any additional monitoring required; and
 - e. Implement the revised **SWMP** and monitoring program in accordance with the approved implementation schedule.

D. RECEIVING WATER LIMITATIONS

As long as a **Permittee** has complied with the procedures set forth above and is implementing the revised **SWMP**, the **Permittee** does not have to repeat the same procedure for continuing or recurring exceedances of the same **Receiving Water Limitations**, unless directed in writing by the **Regional Water Board** or **Executive Officer** to develop and implement additional **BMPs**, including **Source** and **Treatment Controls BMPs**.

D. **RECEIVING WATER** LIMITATIONS

E. SPECIFIC PERMITTEE REQUIREMENTS

1. The **Permittees** shall revise the **SWMP** to address the requirements found within this **MS4 Permit**. The revised **SWMP** shall be submitted for approval by the **Executive Officer** within 12 months of adoption of this **MS4 Permit**. Until such time that the **Executive Officer** provides approval of the revised **SWMP**, the **Permittees** shall continue to implement the requirements described in Order No. R7-2008-0011 and the 2011 **SWMP**. Upon approval by the **Executive Officer**, the **Permittees** shall be required to implement the revised **SWMP**, and the requirements of this **MS4 Permit**.
2. The **Principal Permittees** shall:
 - a. Coordinate **MS4 Permit** compliance activities;
 - b. Establish a uniform data submittal format for use by all **Permittees**;
 - c. Prepare the **Annual Report**;
 - d. Forward information received from the **Regional Water Board** to the **Permittees**;
 - e. Implement **MS4 Permit** activities of common interest;
 - f. Inform **Permittees** on **USEPA** and **Regional Water Board** regulations pertaining to the **MS4**;
 - g. Convene all **Desert Task Force** meetings that are held at least quarterly and consist of one or more representatives from each **Permittee**. The **Desert Task Force** shall direct the maintenance and update of the **SWMP** and coordinate the implementation of the overall **Urban Runoff** program, as described in the **ROWD**; and
 - h. Maintain and update the **Whitewater River Region** map.
3. Each **Permittee** shall:
 - a. Comply with the requirements of this **MS4 Permit** within its jurisdiction, and to the extent of its authority;
 - b. Provide certification for all reports and other information requested by the **Regional Water Board** as specified in Section I.9 of this **MS4 Permit**;
 - c. Annually review the **Whitewater River Region** map to ensure that it encompasses urbanized areas within the jurisdiction of the **Permittee**²⁹. If additional urbanized areas (or non-urbanized areas are incorrectly identified as urbanized) within the jurisdiction of the **Permittee** are identified, the **Permittee** shall submit an amendment to the **Whitewater River Region** map to the **Principal Permittees** as part of the **Annual Report**;

²⁹ The District and CVWD do not govern as municipal authorities over any land areas; therefore, this provision is not applicable to them.

- d. Prepare and provide documents required by the **MS4 Permit** to the **Principal Permittees** in a timely manner;
 - e. Implement the **Whitewater River Region SWMP** consistent with this **MS4 Permit** to:
 - i. Reduce **Potential Pollutants** in **Urban Runoff** from municipal, commercial, industrial, and residential areas to the **MEP**;
 - ii. Reduce **Potential Pollutants** in **Urban Runoff** from land development and construction sites to the **MEP** through the use of **Structural** and/or **Non-Structural BMPs**;
 - iii. Reduce **Potential Pollutants** in **Urban Runoff** from **Permittee's** maintenance activities to the **MEP**;
 - iv. Eliminate **IC/IDs** to the **MEP**;
 - v. Encourage spill prevention and containment as well as provide appropriate spill response plan for **Permittees'** maintenance facilities to the **MEP**;
 - vi. Increase public awareness to the **MEP**;
 - vii. Continue to provide **MS4 Permit** compliance related training for **Permittee's** staff to the **MEP**; and
 - viii. Control increases in **Urban Runoff** flows within the **Permittees'** jurisdictional boundaries to the **MEP**, so as not to potentially cause **Erosion** or sedimentation problems downstream.
 - f. Designate at least one representative to the **Desert Task Force** as described in Section E.2.g. The **Principal Permittees** shall be notified immediately, of changes to the designated representative. The designated representative shall attend the **Desert Task Force** meetings.
4. Each **Permittee** shall establish and maintain adequate legal authority through statute, ordinance, or series of contracts, which authorizes or enables the **Permittee** to implement and enforce, at a minimum, each of the following requirements contained in 40 CFR Section 122.26(d)(2)(i)(A-F):
- a. Control through ordinance, permit, contract, order or similar means, the contribution of **Pollutants** to the **MS4** by **Urban Runoff** associated with industrial activity and the quality of **Urban Runoff** discharged from sites of industrial activity;
 - b. Prohibit through ordinance, order or similar means, **IDs** to the **MS4**, including, but not limited to, discharges:
 - i. Of wash water resulting from the hosing or cleaning of gas stations, auto repair garages, or other types of automotive services facilities;
 - ii. Resulting from the cleaning, repair, or maintenance of any type of equipment or machinery including motor vehicles, cement-related equipment, and port-a-potty servicing;

E. SPECIFIC **PERMITTEE** REQUIREMENTS

- iii. Of wash water from mobile operations such as oily or greasy discharges from mobile automobile washing, and/or discharges from steam cleaning, power washing, and carpet cleaning, etc.;
 - iv. Of runoff from material storage areas containing chemicals, fuels, grease, oil, or other **Hazardous Materials**; and
 - v. Of food-related **Wastes** (e.g., grease, fish processing, and restaurant kitchen mat and trash bin wash water, etc.).
- c. Control through ordinance, order or similar means the discharge to the **MS4** of spills, dumping or disposal of materials other than **Urban Runoff**.
 - d. Control through interagency agreements among **Permittees** the contribution of **Pollutants** from one portion of the **MS4** to another portion of the **MS4**;
 - e. Require compliance with conditions in **Permittee** ordinances, permits, contracts or orders consistent with the Enforcement and Compliance Strategy described in Section 1.7 of the **SWMP**;
 - f. Carry out all inspection, surveillance and monitoring procedures necessary to determine compliance with **MS4 Permit** conditions, including the prohibition on **IDs** to the **MS4**, and
 - g. Require that **Urban Runoff** collection, transport, and storage facilities shall be in good working condition at all times to effectuate compliance with this **MS4 Permit**.

Because the **RCFC&WCD** and **CVWD** are not general purpose local government entities and only operate facilities that may convey **Urban Runoff**, these **Permittees** lack the authority to adopt and enforce ordinances to regulate development and other authorities and abilities of general purpose government entities. The **RCFC&WCD** and **CVWD** shall therefore comply with this Provision as well as other aspects of this **MS4 Permit** only to the extent of their statutory authority and within the constraints imposed by the California Constitution.

- 5. Each **Permittee** shall review its ordinances, contracts and/or agreements to ensure that they continue to have adequate authority to implement and enforce applicable provisions of this **MS4 Permit**. Each **Permittee** shall submit a statement (signed by legal counsel) certifying legal authority to implement and enforce the applicable provisions of this **MS4 Permit** as part of its Fiscal Year 2014-2015 **Annual Report**. If a **Permittee** determines that such legal authority does not exist, that **Permittee** shall provide an implementation schedule identifying the legal changes necessary to adopt a new ordinance, amend an existing ordinance, or create and/or amend any agreement(s) that would enable the **Permittee** to obtain the requisite legal authority to fully implement and enforce the applicable provisions of this **MS4 Permit**. The implementation schedule shall be provided to **Regional Water Board** staff for its approval as part of the Fiscal Year 2014-2015 **Annual Report**. Upon the final date of the approved implementation schedule, the **Permittee** shall submit a statement (signed by legal counsel) certifying legal authority to implement and enforce the applicable

E. SPECIFIC **PERMITTEE** REQUIREMENTS

191

provisions of this **MS4 Permit**. If a **Permittee** determines that legal authority does not exist or is insufficient at any time after submittal of the Fiscal Year 2014-2015 **Annual Report**, that **Permittee** shall implement appropriate measures to ensure that it has obtained adequate legal authority, and submit the required statement certifying legal authority as part of its **Annual Report**.

6. **Permittees** that have entered into land use agreements with Tribal entities, as described in Finding #17 of this **MS4 Permit**, shall periodically inform the **Regional Water Board** on implementation of the **SWMP** on Tribal Lands.

7. **Permittee** Construction Activities:

The **Permittees** will be required to file a **Notice of Intent (NOI)** for coverage under the **Construction General Permit** for **Permittee** construction projects which create a **Land Disturbance** greater than or equal to one acre, or less than one acre if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more.

The Construction General Permit defines routine maintenance activities that are exempt from coverage under the **Construction General Permit**. Specific maintenance activities, which include **BMPs** implemented as part of a **Permittee's** Municipal Facility/Activities **Pollution Prevention** Plan or model municipal maintenance **BMP** fact sheets, can be considered as meeting "routine maintenance activities", as defined in the **Construction General Permit**.

E. SPECIFIC **PERMITTEE** REQUIREMENTS

192

F. BEST MANAGEMENT PRACTICES

1. Each **Permittee** shall implement the following programs and **BMPs** to the **MEP** as described in the **SWMP** and this **MS4 Permit**. These programs and **BMPs** include the following:

- a. **IC/ID, Litter, Debris, and Trash Control Program:**

- i. The **Permittees** shall continue to reduce the discharge of **Pollutants**, including trash and debris, from their respective **MS4s** to **Receiving Waters** to the **MEP**.
- ii. The **Permittees** shall document the observations of field personnel of unauthorized dumping or spills so that the information can be used to help locate the source of **Pollutants**. The **Permittees** shall continue to utilize standardized **IC/ID** reporting forms to document, track and report **IC/ID** incidents.
- iii. The **Permittees** shall maintain a database of **IC/ID** investigations. The database shall track case specifics, including description, cause, duration, the outcome of the case (spill/connection was terminated and cleaned up, source owner/operator educational visit, warning letter, referral to an enforcement agency, etc.), and the enforcement actions issued/taken (e.g., notice of non-compliance, notice of violation and order to comply, referral to District Attorney for prosecution).
- iv. The **Permittees** shall continue to provide, collect, and maintain litter receptacles in strategic public areas and during public events.
- v. The **Permittees** shall assess and modify, if necessary, existing field programs to detect and prevent dumping or routine discharge of **Pollutants** into **MS4** facilities.
- vi. The **Permittees** shall continue to implement and enforce leash laws and other pet laws (i.e., pet waste clean-up, no pets in public areas) in selected public-use areas.

Field Screening/System Surveillance

- vii. The **Permittees** shall continue to implement routine field inspections for their **MS4** facilities, and the **Dry Weather** monitoring and reporting program (as detailed in Section L.10.A. of this **MS4 Permit**), to assist with identification and elimination of **IC/IDs**.
- viii. **Permittees** may utilize existing **MS4** maintenance programs, business/construction inspection programs and/or complaint reports to facilitate field screening. **Permittee** field staff shall utilize visual or olfactory indicators for determining **IC/IDs** during field screening.
- ix. If routine field inspections or the **Dry Weather** monitoring and reporting program indicate **IC/IDs**, they shall be investigated and

F. BEST MANAGEMENT PRACTICES

eliminated, or regulated by the **Regional Water Board**, as soon as possible after detection.

- x. **IC/ID** elimination measures may include an escalating series of enforcement actions for those **IC/IDs** that do not endanger public health or the environment. **IC/IDs** that endanger public health or the environment (as defined in the Reporting Section F.1.a.xi.2. below) shall be eliminated as soon as possible. A summary of elimination measures taken shall be maintained by the **Permittees** as part of the **IC/ID** database.

Reporting

- xi. The **Permittees** shall immediately (within 24 hours of receipt of notice) initiate an investigation of all spills, leaks, and/or **IC/IDs** to the **MS4** upon being put on notice by staff or a third party. Based upon their assessment and as specified below, the **Permittees** with jurisdiction for the spill shall report all discharges that endanger human health or the environment as follows:
 - 1. By phone to the California Emergency Management Agency ("**Cal EMA**") at (800-852-7550) and to the **Regional Water Board** at (760-346-7491).
 - 2. At a minimum, any sewage spill above 1,000 gallons or that could impact water contact recreation, any oil spill that could impact wildlife, any **Hazardous Material** spill where residents are evacuated, any spill of reportable quantities of **Hazardous Waste** (as defined in 40 CFR Part 117 and 40 CFR Part 302), or any other spill or discharge that is reportable to **Cal EMA** (collectively, an "**Emergency Situation**") shall be reported within twenty four (24) hours of becoming aware of the circumstances. Additional reporting requirements shall be per Section I. REPORTING REQUIREMENTS, Item No. 6.a.
- xii. Other spill incidents, including any unauthorized discharge, that are not incidents reportable to the **Cal EMA** shall be documented; documentation shall include a description of the spill, its cause(s), duration, actual or anticipated time for achieving compliance, and the enforcement steps that the **Permittee** has taken, or intends to take. These incidents shall be included in the **IC/ID** database, and be available upon request;
- xiii. **Permittees** with jurisdiction over incidents described by Section F.1.a.xi. shall submit a report for each incident to the **Executive Officer** as an attachment to their **Annual Report**, if not already done by another responsible agency, per Section F.1.a.xv, below. This report shall contain a description of the non-compliance, its causes, duration, and the actual or anticipated time for the violator to achieve compliance. The report shall include the enforcement steps that the **Permittee** has taken, or intends to take;

F. BEST MANAGEMENT PRACTICES

- xiv. The **Permittees** may propose an alternative reporting program, including reportable incidents and quantities, jointly with other agencies such as the **County** Department of Environmental Health (**DEH**), subject to approval by the **Executive Officer**.
- xv. In cases where an incident is reportable to **Cal EMA** and/or **Executive Officer** and that incident has been reported to **Cal EMA** and/or **Executive Officer**, as applicable, by another responsible agency, the **Permittee** with jurisdiction is not required to duplicate the report.

Incident Response, Investigation, and Clean Up

- xvi. Continue to support the existing **Hazardous Materials** incident response programs implemented jointly by the **County DEH** and the **County** Fire Department **HAZMAT** Team;

Program Data Tracking

- xvii. The **Permittees** shall maintain the following records:
 - 1. **IC/ID** reporting forms used to document, track and report **IC/ID** incidents;
 - 2. An up-to-date **IC/ID** database, including information specified in Attachment B of this **MS4 Permit**; and
 - 3. If the **Permittees** choose to move to an online recordkeeping and reporting tool that provides the **Regional Water Board** with access to similar trackable data, such a system may be used in lieu of the **IC/ID** database requirements in Attachment B of this **MS4 Permit**.

Annual Reporting

- xviii. In its **Annual Report**, each **Permittee** shall include the following information:
 - 1. Total number of **IC/ID** complaints received during the reporting year;
 - 2. Total number of **IC/ID** complaints requiring response during the reporting year;
 - 3. Total number and type of enforcement actions resulting from **IC/ID** complaints during the reporting year;
 - 4. Report(s) for incident(s) reportable to **Cal EMA**, as required in Section F.1.a.xiii. of this **MS4 Permit**;
 - 5. A narrative summary of **IC/ID** program accomplishments or issues encountered during the reporting year;
 - 6. A summary of trash and debris removal activities conducted; and

F. BEST MANAGEMENT PRACTICES

7. A summary of **MS4** facilities inspected (by **MS4** facility type) during the reporting year pursuant to Sections F.1.a.vii through F.1.a.ix. (above).
- xix. If the **Permittees** choose to move to an online recordkeeping and reporting tool that provides the **Regional Water Board** with access pursuant to Section F.1.a.xvii.3 (above), the **Annual Report** requirements listed in section F.1.a.xviii (above) are waived.

Annual Program Evaluation and Assessment

- xx. Each **Permittee** shall evaluate in its **Annual Report** whether the **IC/ID** program goals listed below have been achieved:
 1. Reduce the discharge of trash and debris from respective **MS4s** to **Receiving Waters**;
 2. Confirm that **IC/ID** reports are reviewed and responded to in a timely manner;
 3. Ensure that confirmed **IC/ID** events are expeditiously eliminated.
- xxi. If a **Permittee** finds that the above stated program goals have not been achieved, that **Permittee** shall review its applicable activities and **BMPs** to identify any modifications which may be needed to improve **IC/ID** program effectiveness, as necessary to comply with this **MS4 Permit**. A work plan and schedule to address program modifications shall be developed and implemented, and provided and/or updated with the applicable **Annual Report**.

b. Commercial/Industrial Facilities Program

Source Identification, Inspection and Enforcement

- i. The **Permittees** shall continue to coordinate with **County DEH**, **Regional Water Board** staff, and others as necessary to maintain a commercial and industrial facility database;
- ii. The **Permittees** shall maintain an implementation schedule for conducting inspections of the targeted list of facilities listed in the database, as detailed in Section 3.1 of the **SWMP**;
- iii. The existing Compliance/Assistance Program (**CAP**) described in Section 3 of the **SWMP** meets the intent of this section; however, individual **Permittees** may propose an alternative inspection program for **Regional Water Board** approval as part of their **Annual Reports**;
- iv. Each **Permittee** shall continue to enforce its ordinances, including its **Storm Water Ordinance**, at industrial and commercial facilities as necessary to maintain compliance with this **MS4 Permit**. Where **CAP** Industrial/Commercial surveys indicate that a facility is out of compliance with a **Permittee's Storm Water Ordinance**, **Permittee** staff shall perform a re-inspection. Sanctions for non-compliance may include: verbal or written warnings, issuance of notices of violation or

F. BEST MANAGEMENT PRACTICES

non-compliance, obtaining an administrative compliance, stop work, or cease and desist order, the imposition of monetary penalties or criminal prosecution (infraction or misdemeanor);

- v. Each **Permittee** shall implement and enforce its ordinances that require all new industrial facilities subject to the General Industrial Activities **Storm Water Permit (General Industrial Permit)** to show proof of compliance (such as a waste discharge identification (**WDID**) number from submittal of a **NOI**) prior to: 1) issuance of a business license (applicable only to those **Permittees** which require business licenses) or 2) issuance of a certificate of occupancy for **New Development**;
- vi. Upon referral of an industrial facility to **Regional Water Board** staff for failure to obtain coverage under the **General Industrial Permit**, failure to keep a **SWPPP** at the industrial facility, or an observed act or omission that suggests failure to comply with either, the **Permittee** will take no further action at the industrial facility with regard to securing compliance with the **General Industrial Permit**. It is understood by the **Permittees** and **Regional Water Board** staff that this will ensure that consistent direction is provided to the facility owner/manager as to what is required to bring the facility into compliance with the **General Industrial Permit**. Each **Permittee** shall take appropriate actions to bring an industrial facility into compliance with its local ordinances, rules, regulations, and the Water Quality Management Plan (**WQMP**), where applicable;

Program Data Tracking

- vii. The **Permittees** shall maintain the following records:
 - 1. An up-to-date commercial and industrial facility database, which includes the categories of facilities named in Section 3.4 of the **SWMP**, and information specified in Attachment B of this **MS4 Permit**; and
 - 2. If the **Permittees** choose to move to an online recordkeeping and reporting tool that provides the **Regional Water Board** with access to similar trackable data, such a system may be used in lieu of the commercial and industrial facility database requirements in Attachment B of this **MS4 Permit**.

Annual Reporting

- viii. In its **Annual Report**, each **Permittee** shall include the following information:
 - 1. Total number of commercial and industrial facilities inspected during the reporting year;
 - 2. Total number of commercial and industrial facilities requiring re-inspection during the reporting year;

F. BEST MANAGEMENT PRACTICES

3. Total number and type of enforcement actions issued to commercial and/or industrial facilities during the reporting year.
- ix. If the **Permittees** choose to move to an online recordkeeping and reporting tool that provides the **Regional Water Board** with access pursuant to Section F.1.b.vii.2. (above), the **Annual Report** requirements listed in Section F.1.b.viii (above) are waived.

Annual Program Evaluation and Assessment

- x. Each **Permittee** shall evaluate in its **Annual Report** whether the following commercial and industrial facilities program goals have been achieved:
 1. Maintain an updated database of commercial and industrial facilities;
 2. Confirm that industrial and commercial facilities described in Section F.1.b.ii (above) have implemented **BMPs** that comply with **Permittee Stormwater Ordinances**; and
 3. Implement enforcement measures as necessary to reduce the occurrence and recurrence of violations of **Permittee Stormwater Ordinances** from industrial and commercial facilities.
- xi. If a **Permittee** finds that the above stated program goals have not been achieved, that **Permittee** shall review its applicable activities and **BMPs** to identify any modifications which may be needed to improve commercial/industrial program effectiveness as necessary to comply with this **MS4 Permit**. A work plan and schedule to address program modifications shall be developed and implemented, and will be provided and/or updated with the applicable **Annual Report**.

c. New Development/Redevelopment Program

Permittees shall:

- i. Make information available to architects, engineers, building department personnel, and local government officials on water quality problems associated with **Urban Runoff** and the requirements for meeting **NPDES** regulatory requirements and program goals for properly managing the quality of **Urban Runoff**.

Provide information on upcoming training workshops and distribute educational materials as appropriate;

- ii. The **Permittees** shall continue to implement the existing development and approval review procedures outlined in the **SWMP**. The **Permittees** must:
 1. Implement and enforce a program to address **Urban Runoff** from **New Development** and **Redevelopment Projects** that disturb areas equal to or greater than 1 acre, including projects less than 1 acre that are part of a larger common plan of development or sale, that discharge into the **MS4** (herein

F. BEST MANAGEMENT PRACTICES

referred to as **Other Development Projects**) by ensuring that **Source Control BMPs** specified in Item No. F.1.c.v.3 of this Section (below) are in place that would prevent or minimize water quality impacts to the **MEP**;

2. As necessary, revise the **Whitewater BMP Design Manual**, which includes a combination of **Structural** and/or **Non-Structural BMPs**, to reflect updated **BMP** technologies that the **Permittees** determine to be appropriate and feasible for the **Whitewater River Region**;
 3. Use an ordinance or other regulatory mechanism to address post-construction **Urban Runoff** from **New Development** and **Redevelopment Projects** to the extent allowable under state or local law. The requirements must include the design standards specified in Item No. F.1.c.v. of this Section (below) or a functionally equivalent program that is acceptable to the **Regional Water Board**; and
 4. Require mechanisms to ensure adequate long-term operation and maintenance of post-construction **BMPs** on **Priority Development Project** sites.
- iii. All discretionary **New Development** and **Redevelopment Projects** that fall into one of the following categories (herein referred to as **Priority Development Projects**) are subject to the **WQMP** design standards specified in Item No. F.1.c.v. of this Section (below):
1. Single-family hillside residences that create 10,000 square feet, or more, of impervious area where the natural slope is twenty-five percent (25%) or greater, including single-family hillside residences that create 10,000 square feet of impervious area where the natural slope is ten percent (10%) or greater where erosive soil conditions are known;
 2. 100,000 square foot commercial and industrial developments;
 3. Automotive repair shops (with Standard Industrial Classification ("**SIC**") codes 5013, 7532, 7533, 7534, 7537, 7438, and 7539);
 4. Retail gasoline outlets disturbing greater than 5,000 square feet;
 5. Restaurants disturbing greater than 5,000 square feet;
 6. Home subdivisions with 10 or more housing units; and
 7. Parking Lots 5,000 square feet or larger in size, or with 25 or more parking spaces and potentially exposed to **Urban Runoff**.
- iv. Where a **Priority Redevelopment Project** replaces less than 50% of the impervious surfaces on an existing developed site, and the site

F. BEST MANAGEMENT PRACTICES

was not previously subject to **Priority Development Project** requirements, the **WQMP** design standards specified in Section F.1.c.v. (below) apply only to the addition or replacement, and not to the entire developed site. Where a **Priority Redevelopment Project** replaces 50% or more of the impervious surfaces on an existing developed site, the **WQMP** design standards specified in Section F.1.c.v. (below) apply to the entire development.

v. **WQMP** Design Standards. Discretionary development specified in Section F.1.c.iii. (above) must implement the following **BMPs**:

1. Peak-**Urban Runoff** Discharge Rates.

Post development peak **Urban Runoff** discharge rates shall not exceed pre-development rates for developments where the increased peak **Urban Runoff** discharge rate will result in increased potential for downstream **Erosion**. The **Permittees** shall continue implementation of the existing design standard for Peak-**Urban Runoff** Discharge Rate control as specified in the **WQMP**.

2. **Site Design BMPs**.

Unless infeasible, the following **Site Design BMPs** are required and must be implemented in the site layout during the subdivision design and approval process, consistent with applicable General Plan and Local Area Plan policies:

- a. Minimize **Urban Runoff**, minimize impervious footprint, and conserve natural areas,
- b. Minimize directly connected impervious area; and
- c. The **Permittees** shall continue to implement the **Treatment Control BMP** requirement (specified in Section F.1.c.v.4. below) through implementation of **Site Design BMPs**, as specified in the **WQMP**, and Section F.1.c.v.5.b. below.

3. **Source Control BMPs**.

The **Permittees** shall address **Pollutants** in **Urban Runoff** through the implementation of **Source Control BMPs**. **Urban Runoff** from a site has the potential to contribute oil and grease, suspended solids, metal, gasoline, pesticides, and pathogens to the **MS4**. **Priority Development Projects** and **Other Development Projects** must be designed so as to minimize, to the **MEP**, the introduction of **Pollutants** generated from on-site runoff of directly connected impervious areas to the **MS4** as approved by the building official. The **Permittees** shall require the following **Source Control BMPs**:

- a. Protect slopes and channels from eroding;

F. BEST MANAGEMENT PRACTICES

- b. Include storm drain inlet stenciling and signage;
- c. Include properly designed outdoor material storage areas; and
- d. Include properly designed trash storage areas.

4. ***Treatment Control BMPs.***

The ***WQMP*** shall require ***Treatment Control BMPs*** for all ***Priority Development Projects***. All ***Treatment Control BMPs*** shall be located so as to infiltrate, filter or treat the required runoff volume or flow prior to its discharge to any ***Receiving Water***. Multiple ***Priority Development Projects*** may share ***Treatment Control BMPs*** as long as construction of any shared ***Treatment Control BMP*** is completed prior to the use of any development project from which the ***Treatment Control BMP*** will receive ***Urban Runoff***, and prior to discharge to a ***Receiving Water***. ***Treatment Control BMPs*** shall be designed to address ***Pollutants of Concern***. ***Pollutants of Concern*** consist of any ***Pollutants*** generated by the ***Priority Development***, including ***Pollutants*** that are listed under ***CWA*** Section 303(d) for the ***Receiving Water*** into which the ***Priority Development*** would discharge, ***Pollutants*** associated with the land use type of the ***Priority Development*** and legacy ***Pollutants*** associated with past use of the ***Priority Development*** site that may be exposed to ***Urban Runoff***. ***Treatment Control BMPs*** shall be collectively sized to comply with the following numeric sizing criteria:

- a. Volumetric ***Treatment Control BMP*** design criteria.
 - i. The 85th percentile 24-hour event determined as the maximized capture ***Storm Water*** volume for the project area, from the formula recommended in Urban Runoff Quality Management, Water Environment Federation Manual of Practice No. 23/ASCE Manual of Practice No. 87, (1998); or
 - ii. The volume of annual runoff based on unit basin storage water quality volume, to achieve 80% or more volume treatment by the method recommended in California Stormwater Best Management Practices Handbook – Industrial/Commercial (2003); or
 - iii. The volume of runoff produced from a historical-record based reference 24-hour rainfall criterion for “treatment” that achieves approximately the same reduction in ***Pollutant*** loads achieved by the 85th percentile 24-hour runoff event; or

F. BEST MANAGEMENT PRACTICES

- iv. An alternative treatment design criteria, appropriate for the unique arid hydrologic conditions of the **Whitewater River Region** that has been proposed by the **Permittees** and is approved by the **Executive Officer**.
- b. Flow-Based **BMP** design criteria
 - i. The maximum flow rate of runoff produced from a rainfall intensity of 0.2 inch of rainfall per hour, for each hour of a storm event; or
 - ii. The maximum flow rate of runoff produced by the 85th percentile hourly rainfall intensity (for each hour of the storm event), as determined from the local historical rainfall record, multiplied by a factor of two; or
 - iii. The maximum flow rate of runoff for each hour of a storm event, as determined from the local historical rainfall record that achieves approximately the same reduction in **Pollutant** loads and flows as achieved by mitigation of the 85th percentile hourly rainfall intensity multiplied by a factor of two; or
 - iv. An alternative treatment design criteria, appropriate for the unique arid hydrologic conditions of the **Whitewater River Region** proposed by the **Permittees** and approved by the **Executive Officer**.

5. **Treatment Control** Alternatives and Waivers.

- a. Projects that retain and infiltrate 100% of the rainfall conditions specified in Section F.1.c.v.4 are deemed to comply with the **Treatment Control BMP** requirements of that Section.
- b. The **Permittees** have developed, and shall continue to implement a **Site Design BMP** substitution program, which has been incorporated into the **WQMP**, and allows the **Permittees** to substitute implementation of **Low Impact Development (LID) Site Design BMPs** for implementation of some or all **Treatment Control BMPs**. The **Site Design BMP** substitution program utilizes specific design criteria for each **LID Site Design BMP** to be utilized by the **Site Design BMP** substitution program.
- c. A **Permittee** may provide for a **Priority Development Project** to be waived from the requirement of implementing **Treatment Control BMPs**. All waivers,

F. BEST MANAGEMENT PRACTICES

along with documentation justifying the issuance of a waiver, must be submitted to the **Regional Water Board** staff in writing within thirty (30) calendar days. If the **Executive Officer** determines that waivers are being inappropriately granted, this **MS4 Permit** may be reopened to modify these waiver conditions. Waivers may be granted:

- i. If infeasibility can be established. A waiver of infeasibility shall only be granted by a **Permittee** when all available **Treatment Control BMPs** have been considered and rejected as technically infeasible and/or the cost of implementing the **Treatment Control BMP** greatly outweighs the **Pollution** control benefit; or
- ii. For those portions of the **Whitewater River Region** that will not result in a discharge to **Receiving Waters** under the rainfall conditions specified in Section F.1.c.v.4.

6. Limitation of Use of Infiltration **BMPs**.

- a. Infiltration based **Treatment Control BMPs** shall:
 - i. Be located at least 50 feet horizontally from water supply wells, unless it can be shown that well construction and site geology will provide adequate protection for the domestic water well in which case the minimum distance will be provided on a case by case basis; and
 - ii. Not cause a **Nuisance**, including odor, vectors or **Pollution** as defined by **CWC** Section 13050.
- vi. The **Permittees** shall revise the 2009 **WQMP** to address the requirements described within Section F.1.c. (above); the revised **WQMP** shall be submitted for approval by the **Executive Officer** within 12 months of adoption of this **MS4 Permit**. Until such time that the **Executive Officer** provides approval of the revised **WQMP**, the **Permittees** shall continue to implement the **Priority Development Project** requirements described in Order No. R7-2008-0011 and the 2009 **WQMP**. Upon approval by the **Executive Officer**, the **Permittees** shall be required to implement the revised **WQMP**. **Priority Development Projects** submitted after the approval date of the revised **WQMP** shall be subject to the requirements of the revised **WQMP**, and the **Priority Development Project** requirements of this **MS4 Permit**.

F. BEST MANAGEMENT PRACTICES

Program Data Tracking

vii. The **Permittees** shall keep the following records:

1. An up-to-date **WQMP** tracking database, including information specified in Attachment B of this **MS4 Permit**;
2. If the **Permittees** choose to move to an online recordkeeping and reporting tool that provides the **Regional Water Board** with access to similar trackable data, such a system may be used in lieu of the **WQMP** tracking database requirements in Attachment B of this **MS4 Permit**.

Annual Reporting

viii. In its **Annual Report**, each **Permittee** shall include the following information:

1. Number of projects conditioned for **WQMPs** during the reporting year;
 2. A summary of **Other Development Projects** conditioned to require implementation of **Source Control BMPs** during the reporting year;
 3. Percent of projects requiring **WQMPs** which met the goal of achieving the **Treatment Control BMP** requirement through the use of **LID Site Design BMPs** during the reporting year.
- ix. If the **Permittees** choose to move to an online recordkeeping and reporting tool that provides the **Regional Water Board** with access pursuant to Section F.1.c.vi.2. (above), the **Annual Report** requirements listed in Section F.1.c.vii. (above) are waived.

Annual Program Evaluation and Assessment

- x. Each **Permittee** shall evaluate in its **Annual Report** whether the following **New Development/Redevelopment** program goals have been achieved:
 1. Confirm that **WQMPs** are in place at **Priority Development/Redevelopment Projects**, to prevent or minimize water quality impacts to the **MEP**;
 2. Encourage the use of **LID Site Design BMPs** to address the **Treatment Control BMP** requirement for **Priority Development/Redevelopment Projects**; and
 3. Confirm that **Other Development Projects** are conditioned to require implementation of **Source Control BMPs**.
- xi. If a **Permittee** finds that the above stated program goals have not been achieved, that **Permittee** shall review its applicable activities

F. BEST MANAGEMENT PRACTICES

204

and **BMPs** to identify any modifications which may be needed to improve **New Development/Redevelopment** program effectiveness, as necessary to comply with this **MS4 Permit**. A work plan and schedule to address program modifications shall be developed and implemented, and provided and/or updated with the applicable **Annual Report**.

d. **Private Construction Activities Program**

The **Permittees** shall:

- i. Make information available to developers, contractors, operators, and agency staff about upcoming educational and training workshops on construction site **Erosion** and **Sediment** control and construction materials management sponsored by industry groups, professional organizations and public agencies.

Make associated public education materials available to the public;

- ii. Continue to implement and enforce a program to reduce **Pollutants** in **Urban Runoff** to the **MS4** from construction activities that result in a **Land Disturbance** of greater than or equal to one acre. Reduction of **Pollutants** in **Urban Runoff** discharges to the **MS4** from construction activity disturbing less than one acre must be included in a program if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more. The program must continue to include implementation of, at a minimum:
 1. Ordinances or other regulatory mechanisms to require **Erosion** and **Sediment** controls, as well as sanctions, or other effective mechanisms, to ensure compliance, to the extent allowable under State or local law;
 2. Requirements for construction site operators to control **Waste** such as discarded building materials, concrete truck wash-out, chemicals, litter, and sanitary **Waste** at the construction site that may cause adverse impacts to water quality;
 3. Procedures for site plan review which incorporate consideration of potential water quality impacts; and
 4. Procedures for site inspection and enforcement control measures. Each **Permittee** shall continue to conduct construction site inspections for compliance with its ordinances, including its **Stormwater Ordinance**, codes and the **WQMP**. Sanctions for non-compliance may include: verbal and/or written warnings, issuance of notices of violation or non-compliance, obtaining an administrative compliance, stop work or cease and desist order, a civil citation or injunction, the imposition of monetary penalties or criminal prosecution (infraction or misdemeanor). Construction site inspections shall at a minimum:

F. BEST MANAGEMENT PRACTICES

- a. Verify coverage under the **Construction General Permit**, if required;
 - b. Confirm that a **SWPPP**, if required, is onsite;
 - c. Confirm compliance with the **Permittee's** ordinances; and
 - d. Check for active **Non-Storm Water** discharges or potential **IC/IDs** to the **MS4**.
- iii. Identify priorities for inspecting sites and enforcing control measures for construction projects that disturb areas equal to or greater than 1 acre. In establishing priorities for the inspection of construction sites consistent with this **MS4 Permit**, the **Permittees** shall identify sites of high and low threat to **Receiving Water** quality. Evaluation of construction sites should be based on such factors as soil **Erosion** potential, project size, proximity and sensitivity of **Receiving Waters**, history of compliance, and other relevant factors. High priority construction sites shall in any event include:
1. Construction sites that disturb an area greater than fifty (50) acres; and
 2. Construction sites that disturb greater than one (1) acre and directly discharge to an identified 303 (d) listed waterbody.

Low priority construction sites shall include:

1. Construction sites that disturb an area of one acre or greater and less than fifty (50) acres, and do not discharge directly to an identified **CWA Section 303 (d)** listed waterbody; and
2. Construction sites which have a demonstrated history of compliance.

High priority sites may be re-categorized to low priority construction sites during construction. The **Permittees** shall establish inspection frequencies for individual construction sites based upon site priority, as detailed in Section 5.3 of the **SWMP**.

- iv. If a **Permittee** receives notice by its staff of a possible violation of the **Construction General Permit**, the **Permittee** shall, within two (2) working days, provide oral (Telephone: 760.346.7491) and e-mail notice to **Regional Water Board** staff of the location within its jurisdiction where the incident occurred and describe the nature of the incident;
- v. Upon referral of a construction site to **Regional Water Board** staff for failure to obtain coverage under the **Construction General Permit**, failure to keep a **SWPPP** at the construction site, if applicable, or an observed act or omission that suggests failure to comply with either, the **Permittee** will take no further action at the construction site with regard to securing compliance with the **Construction General**

F. BEST MANAGEMENT PRACTICES

Permit. Each **Permittee** shall continue to take appropriate action to bring a construction site into compliance with its local ordinances, rules, and regulations;

- vi. Prior to the issuance of a building, **Grading** or other construction project permit, the **Permittees** shall require proof that the applicant has filed a **NOI** for the **Construction General Permit**, if such coverage is required.

Program Data Tracking

- vii. The **Permittees** shall keep the following records:
 - 1. An up-to-date construction site inspection database, including information specified in Attachment B of this **MS4 Permit**;
 - 2. If the **Permittees** choose to move to an online recordkeeping and reporting tool that provides the **Regional Water Board** with access to similar trackable data, such a system may be used in lieu of the construction site inspection database required in Attachment B of this **MS4 Permit**.

Annual Reporting

- viii. In its **Annual Report**, each **Permittee** shall include the following information:
 - 1. Total number of construction site inspections conducted, pursuant to Section F.1.d.ii.4 (above), during the reporting year;
 - 2. Total number and type of enforcement action(s), including referrals to the **Regional Water Board**, issued on construction sites during the reporting year; and
 - 3. Provide confirmation that the construction site inspection database (Attachment B of this **MS4 Permit**) has been implemented to track inspection activities during the reporting year.
- ix. If the **Permittees** choose to move to an online recordkeeping and reporting tool that provides the **Regional Water Board** with access pursuant to Section F.1.d.vii.2. (above), the **Annual Report** requirements listed in Section F.1.d.viii. (above) are waived.

Annual Program Evaluation and Assessment

- x. Each **Permittee** shall evaluate in its **Annual Report** whether the following Private Construction Activities program goals have been achieved:
 - 1. Maintain an updated database of active construction sites which includes categorization of sites by priority;

F. BEST MANAGEMENT PRACTICES

2. Perform inspections to confirm construction site compliance with **Permittee Stormwater Ordinance**; and
 3. Implement enforcement measures as necessary to reduce the occurrence and recurrence of violations of **Permittee Stormwater Ordinances**.
- xi. If a **Permittee** finds that the above stated program goals have not been achieved, that **Permittee** shall review its applicable activities and **BMPs** to identify any modifications which may be needed to improve Private Construction Activities program effectiveness, as necessary to comply with this **MS4 Permit**. A work plan and schedule to address program modifications shall be developed and implemented, and provided and/or updated with the applicable **Annual Report**.

e. **Permittee Activities Program**

i. Sewage Systems

1. **Permittees** shall provide Sanitary Sewer Operators access to their **MS4** facilities for the purposes of allowing control of **SSOs**, or for the purpose of limiting the impacts to **Receiving Waters** once a spill has entered the **MS4**. **Permittees** subject to **State Board** Water Quality Order No. 2006-0003 (**Sanitary Sewer Order**) shall obtain coverage under that Order.

ii. **Permittee** Facilities and Operations

The **Permittees** shall continue to maintain an inventory of **Permittee** facilities with outdoor materials storage or maintenance areas. Requirements for all **Permittee** facilities with outdoor materials storage or maintenance areas:

1. Continue to maintain and implement **Permittee Municipal Facility/Activity Pollution Prevention Plans**; and
2. Inspect facilities requiring **Municipal Facility/Activity Pollution Prevention Plans** for appropriate **BMP** implementation once per year, at a minimum. Re-inspections and/or corrective actions shall be taken if deficiencies are found.

iii. Landscape Maintenance

Each **Permittee** shall require that pesticides be applied in conformance with existing state and federal regulations.

iv. **Permittee** Streets and Roads

1. Maintain the model fact sheet of **BMPs** for common road maintenance activities. Each **Permittee** will continue to require road maintenance personnel to review the fact sheet biennially, and implement the **BMPs** specified therein; and

F. BEST MANAGEMENT PRACTICES

2. Each **Permittee** will continue to incorporate applicable elements of the model fact sheet of **BMPs** for common road maintenance activities into road maintenance contracts.
- v. **MS4 Facilities**
 1. A map identifying **Receiving Waters** and **Major MS4 Outfalls** shall be maintained and updated as required;
 2. Continue to implement the existing field program to detect and prevent dumping or **IDs** into **MS4** facilities; and
 3. Continue to implement **MS4** maintenance schedules for basins, inlets and open channels.

Program Data Tracking

- vi. The **Permittees** shall keep the following records:
 1. An up-to-date inventory of **Permittee** facilities with outdoor materials storage or maintenance areas;
 2. Reports from inspections conducted at **Permittee** facilities requiring **Municipal Facility/Activity Pollution Prevention Plans**;
 3. An up-to-date **MS4** inspection and maintenance schedule; and
 4. An up-to-date list of pesticide application personnel and their certifications.

Annual Reporting

- vii. In its **Annual Report**, each **Permittee** shall include the following information:
 1. Total percentage of facilities requiring **Municipal Facility/Activity Pollution Prevention Plans** that were inspected during the reporting year;
 2. Narrative summary of the results of municipal facility inspections conducted pursuant to Section F.1.e.ii. (above), including a summary of deficiencies noted and corrective actions taken, if any; and
 3. A summary of **MS4** facilities maintained (by **MS4** facility type) pursuant to Section F.1.e.v.3. (above) during the reporting year,.
- viii. A map of the **Whitewater River Region** which identifies the most current **MS4 Permit** boundary, **Receiving Waters** and **Major MS4 Outfalls** shall be submitted by the **Permittees** with each **Annual Report**.

F. BEST MANAGEMENT PRACTICES

209

- ix. If the **Permittees** choose to move to an online recordkeeping and reporting tool that provides the **Regional Water Board** with access to the reportable information listed in Section F.1.e.vii. above, the **Annual Report** requirements listed in that Section are waived.

Annual Program Evaluation and Assessment

- x. Each **Permittee** shall evaluate in its **Annual Report** whether the following **Permittee** Facilities and Activities program goals have been achieved:
1. Maintain a current map of **MS4 Outfalls, Receiving Waters**, and the **MS4 Permit** boundary;
 2. For facilities with outdoor materials storage or maintenance areas: confirm that **BMPs** described in each facility's **Municipal Facility Pollution Prevention Plans** are implemented; and
 3. Confirm that basins, inlets and open channels that are part of the **Permittee's MS4** are maintained on the schedule developed by the **Permittee**.
- xi. If a **Permittee** finds that the above stated program goals have not been achieved, that **Permittee** shall review its applicable activities and **BMPs** to identify any modifications which may be needed to improve **Permittee** Facilities and Activities program effectiveness, as necessary to comply with this **MS4 Permit**. A work plan and schedule to address program modifications shall be developed and implemented, and provided and/or updated with the applicable **Annual Report**.

f. Public Education and Outreach Program

- i. Illegal Dumping and General Outreach
1. Continue to conduct education/outreach to the general public on impacts to **Receiving Waters** from:
 - a. Littering, illegal dumping and other improper disposal of **Wastes**; and
 - b. Leakage or dumping of gasoline, oil and grease, antifreeze and hydraulic fluid from vehicles into the streets.
 2. Continue to conduct education/outreach to the general public on the impacts of dumping **Pollutants**, including **Pollutants** from landscaping and home maintenance activities, into **MS4** facilities;

F. BEST MANAGEMENT PRACTICES

3. Continue to support the efforts of the **County HHW Program**, which provides a convenient means to properly dispose of oil, antifreeze, pesticides, herbicides, paints, solvents, and other potentially harmful chemicals; and
 4. Continue to conduct education/outreach to the general public about **BMPs** for residential car washing.
- ii. Landscaping
1. Continue to conduct education/outreach to the general public on the proper application and management of pesticides, fertilizers and herbicides; and
 2. Continue to conduct education/outreach to the general public on the proper management of irrigation systems to prevent runoff to the **MS4**. Where appropriate, coordinate with the Natural Resources Conservation Service, Resource Conservation Districts and University of California Cooperative Extension.
- iii. Pet Ownership
1. Continue to conduct education/outreach to the general public regarding the need to clean-up and properly dispose of pet **Waste**.
- iv. Construction
1. Continue to make information available to contractors, operators, and **Permittee's** staff about upcoming educational and training workshops on construction site **Erosion** control and construction materials management sponsored by professional organizations and public agencies. Make associated public education materials available, as appropriate.
- v. Industrial/Commercial
1. Continue to conduct education/outreach to landowners, tenants, business owners, and industrial operations regarding the need to implement appropriate **BMPs** to control **Non-Storm Water** discharges and properly maintain outdoor material storage areas.
- vi. Training of **Permittee** Staff
- The **Permittees** shall continue to develop and implement training programs for the following categories of their employees: Maintenance staff, Industrial/Commercial inspectors, **New Development/Redevelopment** staff, and Construction inspectors. The training program shall cover: a) applicable requirements of this **MS4 Permit**, the **General Industrial Permit and Construction General Permit**, b) proper **BMP** implementation, and c)

F. BEST MANAGEMENT PRACTICES

identification of **IC/IDs** that may be associated with the area of training.

Additionally, for **Permittee** Maintenance staff, the training shall continue to educate/inform **Permittee's** personnel responsible for **MS4** facility, park, golf course, and highway right-of-way maintenance on the proper use and management of pesticides, fertilizers, and herbicides. Alternative methods for controlling insects and weeds such as biological controls and the use of less toxic chemicals should be encouraged. This training may be accomplished through existing mandatory training programs for pesticide, fertilizer and herbicide management.

Program Data Tracking

vii. The **Permittees** shall keep the following records:

1. Number of regional public education outreach events conducted, by type (construction, industrial, residential, **New Development**, schools, general public, etc), including approximate attendance where applicable;
2. **HHW** Collection Program activities including:
 - a. Event dates and number of days per event;
 - b. Type and amount of material collected; and
 - c. Advertisement impressions by type (newspaper, television, radio, banners, flyers, etc.).
3. Records of **Permittee** staff trained, including topic, date and number of staff trained;
4. Usage (call volume) of the "Only Rain Down the Stormdrain" **Pollution Prevention** Program hotline;
5. Copies or records of public education materials utilized and/or made available to the general public and target audiences during **Permittee** education/outreach activities; and
6. Public surveys and impression counts, to be gathered where feasible;

Annual Reporting

viii. In its **Annual Report**, each **Permittee** shall include the following information:

1. A narrative summary of Public Education and Outreach program accomplishments or issues encountered during the reporting year;

F. BEST MANAGEMENT PRACTICES

212

2. The number of public education outreach events conducted during the reporting year, by type (construction, industrial, residential, **New Development**, schools, general public, etc.), including approximate attendance where applicable;
 3. A summary of type(s) and numbers, where feasible, of outreach materials distributed during the reporting year; and
 4. Number of **Permittee** staff trained during the reporting year; including topic (municipal, industrial/commercial, construction, **New Development**) and date.
- ix. If the **Permittees** choose to move to an online recordkeeping and reporting tool that provides the **Regional Water Board** with access to the reportable information listed in Section F.1.f.viii. above, the **Annual Report** requirements listed in that Section are waived.

Annual Program Evaluation and Assessment

- x. Each **Permittee** shall evaluate in its **Annual Report** whether the following Public Education and Outreach program goals have been achieved:
1. Conduct education/outreach to the general public on the impacts of improper disposal of pollutants into **MS4s**;
 2. Develop and distribute targeted **BMP** guidance for specific pollutants and residential and business activities; and
 3. Confirm that **Permittee** employees are trained to implement **MS4 Permit** compliance programs.
- xi. If a **Permittee** finds that the above stated program goals have not been achieved, that **Permittee** shall review its applicable activities and **BMPs** to identify any modifications which may be needed to improve Public Education and Outreach program effectiveness, as necessary to comply with this **MS4 Permit**. A work plan and schedule to address program modifications shall be developed and implemented, be provided and/or updated with the applicable **Annual Report**.

F. BEST MANAGEMENT PRACTICES

G. IMPLEMENTATION OF TOTAL MAXIMUM DAILY LOADS**CVSC Bacterial Indicators TMDL****1. Interim WQBEL and Phase 1 Implementation and Compliance****a. Interim WQBEL.** The City of Coachella shall:

- i. Upon approval by the **Regional Water Board Executive Officer**, implement the monitoring plan submitted on January 6, 2013 and revised on February 13, 2013, for the City of Coachella's outfalls to the **CVSC Bacterial Indicators TMDL**.
- ii. Submit by January 31, 2016 a Quality Assurance Project Plan and summary report (2016 QAPP) that addresses:
 1. Whether **Urban Runoff** discharges from the City of Coachella's **MS4** to the **CVSC** are in compliance with the City of Coachella's **WLA**,
 2. Whether sources of exceedances, if any, are controllable; and
 3. Recommendations for additional **BMPs**, if required, that are appropriate given background conditions, cost factors and the status of **Regional Water Board** efforts to revise **WQOs** for the **CVSC** to address the City of Coachella's **WLA** as required by the **TMDL**. If recommendations for additional **BMPs** are provided, then the following information should be provided:
 - a. The specific additional **BMPs** implemented to reduce the concentration of Bacterial Indicators from controllable urban sources and the water quality improvements expected to result from these **BMPs**;
 - b. The specific regional treatment facilities and the locations where such facilities will be built to reduce controllable urban bacterial indicators and the water quality improvements to result when the facilities are complete.
 - c. The scientific and technical documentation used to conclude that the additional **BMPs**, once fully implemented, are expected to achieve the City of Coachella's **WLA**.
 - d. A schedule for implementing the additional **BMPs** including identification of milestones to assess satisfactory progress toward achieving the City of Coachella's **WLA**.
 - e. The specific metrics that will be used to demonstrate the effectiveness of the additional **BMPs**; and
 - f. Identification of additional **BMPs** that may be required if the initial plan does not achieve the City of Coachella's **WLA** as required by the **TMDL**.

G. IMPLEMENTATION OF TOTAL MAXIMUM DAILY LOADS

- iii. Implementation of the requirements of Section G.1.a. shall constitute compliance with the Interim **WQBEL** and Phase 1 of the implementation plan for the **CVSC** Bacterial Indicators **TMDL**.
2. Final **WQBEL** Implementation and Compliance
- a. Once approved by the **Regional Water Board Executive Officer**, the City of Coachella's 2016 QAPP shall be incorporated into this **MS4 Permit** as the final **WQBEL** for the **CVSC** Bacterial Indicators **TMDL**. Implementation of the requirements of the 2016 QAPP shall constitute compliance with the final **WQBEL** and Phase 2 of the implementation plan for the **CVSC** Bacterial Indicators **TMDL**.
 - b. If the **Regional Water Board Executive Officer** does not approve the 2016 QAPP prior to June 30, 2016, the **CVSC** Bacterial Indicators **TMDL WLAs** will become the final **WQBEL(s)**, and compliance with the **WQBEL(s)** will be assessed through implementation of **BMPs** by the City as approved by the **Regional Water Board** consistent with Phase 2 of the implementation plan for the **CVSC** Bacterial Indicators **TMDL**.

G. IMPLEMENTATION OF **TOTAL MAXIMUM DAILY LOADS**

H. GENERAL PROVISIONS

1. Duty to Comply [40 CFR 122.41 (a)]

- a. The **Permittee** must comply with all of the conditions of this **MS4 Permit**. Any noncompliance constitutes a violation of the **CWA** and is grounds for enforcement action, for permit termination, revocation and reissuance, or modification, or denial of a permit renewal application.
- b. The **Permittee** shall comply with effluent standards or prohibitions established under section 307(a) of the **CWA** toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the **MS4 Permit** has not yet been modified to incorporate the requirement.

2. Need to Halt or Reduce Activity not a Defense [40 CFR 122.41 (c)]

It shall not be a defense for a **Permittee** in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this **MS4 Permit**.

3. Duty to Mitigate [40 CFR 122.41(d)]

The **Permittees** shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this **MS4 Permit**, which has a reasonable likelihood of adversely affecting human health or the environment.

4. Proper Operation and Maintenance [40 CFR 122.41(e)]

The **Permittees** shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the **Permittees** to achieve compliance with the conditions of this **MS4 Permit**. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems, which are installed by the discharger only when the operation is necessary to achieve compliance with the conditions of this **MS4 Permit**.

5. Permit Actions [40 CFR 122.41(f)] [**CWC** § 13381]

This **MS4 Permit** may be modified, revoked and reissued, or terminated in accordance with the provisions of 40 CFR sections 122.44, 122.62, 122.63, 122.64, 124.5, 125.62, and 125.64. Causes for taking such actions include, but are not limited to:

- a. Endangerment to human health or the environment resulting from the permitted activity, including information that the discharge(s) regulated by this **MS4 Permit** may have the potential to cause or contribute to adverse impacts on water quality and/or **Beneficial Uses**;

- b. Acquisition of newly-obtained information that would have justified the application of different conditions if known at the time of **MS4 Permit** adoption;
- c. To address changed conditions identified in required reports or other sources deemed significant by the **Regional Water Board**;
- d. To incorporate provisions as a result of future amendments to the **Basin Plan**, such as a new or revised WQO or the adoption or reconsideration of a **TMDL**, including the program of implementation. Within 18 months of the effective date of a revised **TMDL** or as soon as practicable thereafter, where the revisions warrant a change to the provisions of this **MS4 Permit**, the **Regional Water Board** may modify this **MS4 Permit** consistent with the assumptions and requirements of the revised **WLA(s)**, including the program of implementation;
- e. To incorporate provisions as a result of new or amended statewide water quality control plans or policies adopted by the **State Board**, or in consideration of any **State Board** action regarding the precedential language of State Water Board Order WQ 99-05, Receiving Water Limitations; and/or
- f. To incorporate provisions as a result of the promulgation of new or amended federal or state laws or regulations or judicial decisions that becomes effective after adoption of this **MS4 Permit**.

The filing of a request by the **Permittee** for a **MS4 Permit** modification, revocation, and reissuance, or termination or a notification of planned changes or anticipated noncompliance does not stay any permit condition of this **MS4 Permit**.

6. Property Rights [40 CFR 122.41(g)]

This **MS4 Permit** does not convey any property rights of any sort or any exclusive privilege.

7. Inspection and Entry [40 CFR 122.41(i)] [**CWC** § 13267(c)]

The **Permittees** shall allow an authorized **Regional Water Board** representative, or an authorized representative of the **USEPA** (including an authorized contractor acting as a representative of the **Regional Water Board** or **USEPA**), upon presentation of credentials and other documents as may be required by law, to:

- a. Enter upon the **Permittee's** premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this **MS4 Permit**;
- b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this **MS4 Permit**;
- c. Inspect at reasonable times any **Permittee** facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this **MS4 Permit**; and

H. GENERAL PROVISIONS

- d. Sample or monitor at reasonable times, for the purposes of assuring compliance with this **MS4 Permit** or as otherwise authorized by the **CWA** or **CWC**, any substances or parameters at any location.

8. Records [40 C.F.R. § 122.41(j)(2)]

The **Permittees** shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this **MS4 Permit**, and records of all data used to complete the application for this **MS4 Permit**, for a period of at least three (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the **Regional Water Board Executive Officer** at any time.

9. Bypass [40 CFR 122.41 (m)]

- a. Bypass not exceeding limitations - A **Permittee** may allow any bypass to occur which does not cause **Effluent Limitations** to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions listed in Section H.9.b. and H.9.c. (below).
- b. Notice – If a **Permittee** knows in advance of the need for bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass. A **Permittee** shall submit notice of an unanticipated bypass as required in Section I.6. of this **MS4 Permit**.
- c. Prohibition of Bypass - Bypass is prohibited, and the **Regional Water Board** may take enforcement action against a **Permittee** for bypass, unless:
 - i. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - iii. The **Permittee** submitted notice as required under Section 9.b. (above).
- d. The **Executive Officer** may approve an anticipated bypass, after considering its adverse effects, if the **Executive Officer** determines that it will meet the three conditions listed in Section H.9.c. (above).

10. Upset [40 CFR 122.41 (n)]

Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based effluent limitations because of

H. GENERAL PROVISIONS

218

factors beyond the reasonable control of the **Permittee**. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

- a. Effect of an upset - An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of Section H.10.b. (below) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
 - b. Conditions necessary for a demonstration of upset - A **Permittee** who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - i. An upset occurred and that the **Permittee** can identify the cause(s) of the upset;
 - ii. The permitted facility was at the time being properly operated;
 - iii. The **Permittee** submitted notice of the upset as required in Section I.6. (below); and
 - iv. The **Permittee** complied with any remedial measures required under Section H.3. (above).
 - c. Burden of Proof - In any enforcement proceeding the **Permittee** seeking to establish the occurrence of an upset has the burden of proof.
11. The **Permittees** shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this **MS4 Permit**, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the non-complying discharge.
 12. The provisions of this **MS4 Permit** are severable, and if any provision of this **MS4 Permit**, or the application of any provision of this **MS4 Permit** to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this **MS4 Permit**, shall not be affected thereby.
 13. The **Permittees** shall comply with any interim **Effluent Limitations** as established by addendum, enforcement action, or revised **WDRs** that have been, or may be, adopted by this **Regional Water Board**.
 14. In cases where **Urban Runoff** quality is impacted by discharges of **Wastes** from lands or facilities not owned, operated or maintained by, or under the regulatory jurisdiction of the **Permittee(s)**, or which is under the jurisdiction of the **Regional Water Board** by NPDES permit, waste discharge requirement or waiver of waste discharge requirement), the **Permittee(s)** may notify the **Regional Water Board**

H. GENERAL PROVISIONS

of its need to regulate those discharges, to the extent the **Regional Water Board** has jurisdiction over such discharges. Such a notice shall include:

- a. A written description of the discharge and documentation, if available, of water quality problems caused by the discharge;
- b. An 8 ½ inch x 11 inch location map which delineates the location of the discharge; and
- c. Documentation that the **Permittee(s)** does not have jurisdiction over the discharge and/or is unable to require compliance or that the discharge is under the jurisdiction of the **Regional Water Board**.

The **Permittee(s)** may submit such notice at any time.

I. REPORTING REQUIREMENTS

1. Duty to Reapply [40 CFR 122.41(b)]

This **MS4 Permit** expires on June 20, 2018. If the **Permittees** wish to continue any activity regulated by this **MS4 Permit** after the expiration date of this **MS4 Permit**, the **Permittees** must apply for and obtain a new **MS4 Permit**. The **Permittees** must file a **ROWD** in accordance with Title 23, California Code of Regulations, not later than 180 days in advance of the expiration date of this **MS4 Permit** as application for issuance of a new **MS4 Permit**. The **ROWD** shall, at a minimum, include:

- a. Proposed revisions to the **SWMP**, based on program data gathered throughout the **MS4 Permit** term, and analysis required by Section L.11.d of this **MS4 Permit**. Proposed **SWMP** revisions may include, but not be limited to: activities the **Permittees** proposed to undertake during the next **MS4 Permit** term, goals and objectives of such activities, an evaluation of the need for additional **Source Control** and/or **Structural BMPs**, proposed pilot studies, etc.;
- b. Any new or revised program elements and compliance schedule(s) necessary to comply with Section D. **RECEIVING WATER LIMITATIONS** and Section G. **IMPLEMENTATION OF TOTAL MAXIMUM DAILY LOADS** of this **MS4 Permit**;
- c. Changes in land use and/or population including map updates; and
- d. Significant changes to the **MS4s**, outfalls, detention or retention basins or dams, and other controls, including map updates of the **MS4s**.

2. Duty to Provide Information [40 CFR 122.41 (h)]

The **Permittees** shall furnish to the **Regional Water Board, State Board, or USEPA**, within a reasonable time, any information which the **Regional Water Board, State Board, or USEPA** may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this **MS4 Permit**, or to determine compliance with this Permit. The **Permittees** shall also furnish to the **Regional Water Board, State Board, or USEPA**, upon request, copies of records required to be kept by this **MS4 Permit**.

3. Anticipated Non-Compliance [40 CFR 122.41 (l)(2)]

The **Permittees** shall give advance notice to the **Regional Water Board** of any planned changes in the permitted facility or activity that may result in noncompliance with the requirements of this **MS4 Permit**.

4. Transfers [40 CFR 122.41(l)(3)]

This **MS4 Permit** is not transferable to any **Person** except after notice to the **Regional Water Board**. The **Regional Water Board** may require modification or

I. REPORTING REQUIREMENTS

221

revocation and reissuance of this **MS4 Permit** to change the name of the **Permittees** and incorporate such other requirements as may be necessary under the **CWA** or the **CWC** in accordance with the following:

a. Transfers by Modification [40 CFR 122.61(a)]

This **MS4 Permit** may be transferred by the **Permittees** to a new owner or operator only if this **MS4 Permit** has been modified or revoked and reissued, or a minor modification made to identify the new **Permittee** and incorporate such other requirements as may be necessary under the **CWA** or **CWC**.

b. The **Regional Water Board** does not notify the existing **Permittee** and the proposed new **Permittee** of its intent to modify or revoke and reissue this **MS4 Permit**. A modification under this subparagraph may also be a minor modification under 40 CFR Part 122.63. If this notice is not received, the transfer is effective on the date specified in the agreement mentioned in paragraph 40 CFR Part 122.63 b. (2) of this reporting requirement.

5. Compliance Schedules [40 CFR 122.41(l)(5)]

Written reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this **MS4 Permit** shall be submitted to the **Regional Water Board** no later than 14 days following each schedule date.

6. Twenty-four Hour Reporting [40 CFR 122.41 (l)(6)]

a. Each **Permittee** shall report any noncompliance that may endanger human health or the environment. Any information shall be provided orally to the **Regional Water Board** within 24 hours from the time the **Permittee** becomes aware of the circumstances. A written description of any noncompliance shall be submitted to the **Regional Water Board** within five business days of such an occurrence and contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

7. Other Non-Compliance [40 CFR 122.41 (l)(7)]

A **Permittee** shall report all instances of noncompliance not reported under Sections I.5. and I.6. (above), at the time monitoring reports are submitted. The reports shall contain the information listed in Section I.6. (above).

8. Other Information [40 CFR 122.41 (l)(8)]

Where a **Permittee** becomes aware that it failed to submit any relevant facts in a **ROWD**, or submitted incorrect information in a **ROWD**, or in any report to the **Regional Water Board**, it shall promptly submit such facts or information.

I. REPORTING REQUIREMENTS

222

9. Signatory Requirements [40 CFR 122.41(k)(1) and 40 CFR 122.22]

All applications, reports, or information submitted to the **Regional Water Board** shall be signed and certified.

- a. All **ROWDs** shall be signed by either a principal executive officer or ranking elected official.
- b. All reports required by this **MS4 Permit**, and other information requested by the **Regional Water Board** shall be signed by a **Person** described in Item No. 9. a. of this reporting requirement, or by a duly authorized representative of that **Person**. A **Person** is a duly authorized representative only if:
 - i. The authorization is made in writing by a **Person** described in Item No. 9. a. of this reporting requirement;
 - ii. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity; and
 - iii. The written authorization is submitted to the **Regional Water Board**.
- c. If an authorization under paragraph b. of this reporting requirement is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirement of Item No. 9. b. of this reporting requirement must be submitted to **Regional Water Board** prior to or together with any reports, information, or applications to be signed by an authorized representative.
- d. Any **Person** signing a document under paragraph Item No. 9 a. or b. of this reporting requirement shall make the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the **Person** or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

10. Except for data determined to be confidential under 40 CFR Part 2, all reports prepared in accordance with the terms of this **MS4 Permit** shall be available for public inspection at the offices of the **Regional Water Board**. As required by the **CWA**, **ROWDs**, this **MS4 Permit**, and monitoring data shall not be considered confidential.

11. The discharger shall submit reports and provide notifications as required by this **MS4 Permit** to the following:

I. REPORTING REQUIREMENTS

Executive Officer
California Regional Water Quality Control Board Colorado River Basin Region
73-720 Fred Waring Drive, Suite 100
Palm Desert, CA 92260

Eugene Bromley
U.S. Environmental Protection Agency - Region IX Permits Issuance Section
(W-5-1)
75 Hawthorne Street
San Francisco, CA 94105

Unless otherwise directed, the discharger shall submit one hard copy and one electronic copy, as a searchable Portable Document Format (PDF), of each report required under this **MS4 Permit** to the **Regional Water Board** and one electronic copy, as a searchable PDF, to **USEPA**.

I. REPORTING REQUIREMENTS

J. NOTIFICATIONS

1. **CWC** Section 13263(g)

No discharge of **Waste** into the **Waters of the State**, whether or not the discharge is made pursuant to **WDRs**, shall create a vested right to continue the discharge. All discharges of **Waste** into **Waters of the State** are privileges, not rights.

2. The **Regional Water Board** has, in prior years, issued a limited number of individual **NPDES** permits for **Non-Storm Water** discharges. The **Regional Water Board** or **State Board** may in the future, upon prior notice to the **Permittee(s)**, issue an **NPDES** permit for any **Non-Storm Water** discharge (or class of **Non-Storm Water** discharges) to the **MS4**. **Permittees** may prohibit any **Non-Storm Water** discharge (or class of **Non-Storm Water** discharges) to the **MS4** that is authorized under such separate **NPDES** permits.

3. Enforcement Provisions [40 CFR 122.41(a)(2)] [**CWC** Sections 13385 and 13387].

4. The **CWA** provides that any **Person**, who violates section 301, 302, 306, 307, 308, 318 or 405 of the Act, or any condition or limitation of this **MS4 Permit**, is subject to a civil penalty not to exceed \$25,000 per day for each violation. The **CWA** provides that any **Person**, who negligently violates sections 301, 302, 306, 307, 308, 318, or 405 of the Act, or any condition or limitation of this **MS4 Permit**, is subject to criminal penalties of \$2,500 to \$25,000 per day of violation, or imprisonment of not more than one year, or both. In the case of a second or subsequent conviction for a negligent violation, a **Person** shall be subject to criminal penalties of not more than \$50,000 per day of violation, or by imprisonment of not more than two years, or both. Any **Person** who knowingly violates such sections, or such conditions or limitations is subject to criminal penalties of \$5,000 to \$50,000 per day of violation, or imprisonment for not more than three years, or both. In the case of a second or subsequent conviction for a knowing violation, a **Person** shall be subject to criminal penalties of not more than \$100,000 per day of violation, or imprisonment of not more than six years, or both. Any **Person** who knowingly violates section 301, 302, 303, 306, 307, 308, 318 or 405 of the Act, or any condition or limitation of this **MS4 Permit**, and who knows at that time that he or she thereby places another **Person** in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than \$250,000 or imprisonment of not more than 15 years, or both. In the case of a second or subsequent conviction for a knowing endangerment violation, a **Person** shall be subject to a fine of not more than \$500,000 or by imprisonment of not more than 30 years, or both. An organization, as defined in section 309(c)(3)(B)(iii) of the **CWA** shall, upon conviction of violating the imminent danger provision, be subject to a fine of not more than \$1,000,000 and can be fined up to \$2,000,000 for second or subsequent convictions. Nothing in this **MS4 Permit** shall be construed to preclude the institution of any legal action or relieve the **Permittee** from any responsibilities, liabilities, or penalties to which the **Permittees** are or may be subject to under Section 311 of the **CWA** or established pursuant to any applicable State law or regulation under authority preserved by Section 510 of the **CWA**.

J. NOTIFICATIONS

K. GLOSSARY OF TERMS

305(b) Report - Every two years, the **State Board** submits a report on the State's water quality to **USEPA** pursuant to Section 305(b) of the **CWA**. The Report provides water quality information to the general public and serves as the basis for **USEPA**'s National Water Quality Inventory Report to Congress.

AGR – Agriculture Supply

Annual Report – Annual Compliance Report required under this **MS4 Permit**.

Annual Monitoring Report - Annual Compliance Report required under Section L.11 of this **MS4 Permit**.

AQUA – Aquaculture

Basin Plan – Water Quality Control Plan developed by the **Regional Water Board**.

Beneficial Uses – **Beneficial Uses** of the **Waters of the State** that may be protected against quality degradation include, but are not limited to, domestic, municipal, agricultural and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.

Best Management Practices (BMPs) – **BMPs** are defined in 40 CFR 122.2 as schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce **Pollutant** loading from storm water or non-storm water discharges to **Receiving Waters**. In the case of **MS4** permits, the **Effluent Limitations** required is implementation of **BMPs** to the **MEP**.

Cal EMA – California Emergency Management Agency

CalTrans – California Department of Transportation

CAP – Compliance Assistance Program

CASQA – California Stormwater Quality Association

CEQA – California Environmental Quality Act (Section 21000 et seq. of the California Public Resources Code)

Chronic Water Quality Concern- A constituent for which a given water body frequently experiences exceedances of **Receiving Water WQOs**, or for which there is an established **TMDL** for a particular water body. The term **Chronic Water Quality Concern** does not relate water quality and water toxicity.

Cleaning – The removal of litter or debris that can impact **Receiving Waters**.

CMP – Consolidated Program for Water Quality Monitoring

Coachella Valley Regional Water Management Group (CVRWMG) - A collaborative effort led by the five water purveyors of the Coachella Valley to develop and implement an Integrated Regional Water Management Plan to address the water resources planning needs of the Coachella Valley. The **CVRWMG** Region is located in central **Riverside County**, within the Colorado River Funding Area, as defined by the Department of Water Resources. The

K. GLOSSARY OF TERMS

boundary for the **CVRWMG** Management Region is chiefly the same boundary as the Whitewater River Basin.

COLD – Cold and Freshwater Habitat **Beneficial Use**

Contamination – As defined in the Porter-Cologne Water Quality Control Act, **Contamination** is “an impairment of the quality of **Waters of the State** by **Waste** to a degree which creates a hazard to the public health through poisoning or through the spread of disease.” ‘**Contamination**’ includes any equivalent effect resulting from the disposal of **Waste** whether or not **Waters of the State** are affected.

Connectivity – As used in this **MS4 Permit**, contiguous flow between two or more surface waters.

Constituents of Concern - Water quality constituents, not including field parameters, which have been detected in **Whitewater River Region** monitoring results more than once during the last two **MS4 Permit** terms, at concentrations higher than respective minimum reporting limits. In the **Whitewater River Region**, **Constituents of Concern** include: Antimony, Arsenic, Barium, Beryllium, Cadmium, Copper, Chromium, Chromium⁶⁺, Lead, Mercury, Nickel, Selenium, Silver, Thallium, Zinc, Nitrite, Nitrate, Total Kjeldahl Nitrogen, Total Nitrogen, Ammonia, **TSS**, **TDS**, Total Phosphorous, Ortho Phosphorous, Total Petroleum Hydrocarbons (TPH), Methylene-blue activated substances (MBAS), Ethylene-Glycol, Oil and Grease and E. coli.

Co-Permittees – **CVWD** and incorporated cities, including the Cities of Banning, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage are identified as the **Co-Permittees** of this **MS4 Permit**.

County – County of Riverside, a legal subdivision of the State of California.

Construction General Permit (CGP) – General Permit for **Storm Water** Discharges Associated with Construction Activity; **State Board** Order No. 2009-0009-DWQ as amended by 2010-0014-DWQ (**NPDES** No. CAS000002).

CVSC – Coachella Valley Stormwater Channel

CVWD – Coachella Valley Water District

CWA – Federal Clean Water Act

CWA Section 402(p) – [33 USC 1342(p)] is the federal statute requiring discharges of **Storm Water** from **MS4** and industrial facilities and activities to obtain **NPDES** permits.

CWA Section 303(d) Water Bodies – A “section 303(d) water body” is designated by the **State Board** and **USEPA** as an Impaired Water body where water quality does not meet applicable **WQS**, even after the application of technology based **Pollution** controls required by the **CWA**.

CWC – California Water Code

DEH – **County** Department of Environmental Health

Desert Task Force – A technical committee, consisting of representatives from each **Permittee**, which directs the development or revision of the program elements comprising the **SWMP** and coordinates implementation of the **Whitewater River Region MS4**

K. GLOSSARY OF TERMS

program. Per requirements of this **MS4 Permit**, the **Desert Task Force** meets quarterly, at a minimum.

Dry Weather – Dry Weather for the purposes of monitoring must be preceded by at least 72 hours of dry conditions (less than 0.1 inch of precipitation).

Effluent Limitations – Effluent Limitations, or **Effluent Limits**, means any restriction imposed by the **Regional Water Board** on quantities, discharge rates, and concentrations of **Pollutants** which are discharged from **Point Sources** into **Waters of the United States**. The **Effluent Limitations** contained in this **MS4 Permit** are narrative, and include the **SWMP's** requirement to implement appropriate **BMPs** to the **MEP**.

Emergency Situation – Any sewage spill above 1,000 gallons or that could impact water contact recreation, any oil spill that could impact wildlife, any **Hazardous Material** spill where residents are evacuated, any spill of reportable quantities of **Hazardous Waste** (as defined in 40 CFR 117 and 40 CFR 302), or any other spill or discharge that is reportable to the **Cal EMA**.

Ephemeral Streams – Surface waters without perennial or intermittent flow. Table 2-3 of the **Basin Plan** defines **Beneficial Uses** for **Receiving Waters** within the Western Colorado River Basin. Table 2-3 broadly categorizes all surface waters not specifically named as either **Washes** or “Unlisted Perennial and Intermittent Streams”. **Ephemeral Streams** include the section of ephemeral flow in the Whitewater River and **CVSC** from Indian Canyon Drive to approximately ¼ mile west of Monroe Street crossing.

Erosion – When land is diminished or worn away due to wind, water, or glacial ice.

Executive Officer – The **Executive Officer** of the **Regional Water Board**

FRSH – Freshwater Replenishment Beneficial Use

General Industrial Permit – General Permit for **Storm Water** Discharges Associated with Industrial Activities; **State Board** Order No. 97-03-DWQ (**NPDES** No. CAS000001)

General Storm Water Permits – **General Industrial Permit** and **General Construction Permit**.

Grading – The cutting and/or filling of the land surface to a desired slope or elevation.

GRW – Groundwater Recharge **Beneficial Use**

Hazardous Material – Any substance that poses a threat to human health or the environment due to its **Toxicity**, corrosiveness, ignitability, explosive nature or chemical reactivity. These also include materials named by the **USEPA** to be reported if a designated quantity of the material is spilled into the **Waters of the United States** or emitted into the environment.

Hazardous Waste – **Hazardous Waste** is defined as “any **Waste**, which, under Section 600 of Title 22 of this code, is required to be managed according to Chapter 30 of Division 4.5 of Title 22 of this code.” [CCR Title 22, Division 4.5, Chapter 11, Article 1]

HAZMAT – **Hazardous Materials**

HHW – Household **Hazardous Waste**

Hydrologic Condition of Concern (HCOC) – Changes caused by a **New Development** or **Redevelopment Project** to **Urban Runoff** flow rates, velocities, durations and/or

K. GLOSSARY OF TERMS

volumes that cause significant downstream erosion beyond the pre-development condition or cause significant adverse impacts to stream habitat.

IC/ID – Illicit Connection/Illegal Discharge

IC/ID Database – Database of IC/ID incidents and investigations, required by Section F.1.a.iii. of this ***MS4 Permit***.

Illegal Discharge (ID) - Defined at 40 CFR 122.26(b)(2) as any discharge to a ***MS4*** that is not composed entirely of ***Storm Water*** except discharges pursuant to a separate ***NPDES*** permit and discharges resulting from emergency fire fighting activities. The term excludes discharges that are identified as not prohibited in Section C. ALLOWABLE ***NON-STORM WATER DISCHARGES*** of this ***MS4 Permit***, and discharges authorized by the ***Executive Officer***.

Illicit Connection (IC) – Any connection to the ***MS4*** that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations.

Impaired Waterbody – See ***CWA Section 303(d) Water Bodies***.

Impairment – A waterbody condition where ***WQSSs*** are not attained.

Implementation Agreement – Establishes the responsibilities of the ***Permittees*** and provides for funding of “umbrella” activities related to compliance with this ***MS4 Permit***.

IND – Industrial water supply ***Beneficial Use***.

Intermittent Beneficial Use – Beneficial Uses, which occur only seasonally because of limiting environmental conditions (e.g., provide habitat for trout during colder months of the year) and uses which are dependent on and occur only when sufficient flow exists.

Land Disturbance – The clearing, ***Grading***, excavation, stockpiling, or other construction activity that result in the possible mobilization of soils or other ***Pollutants*** into the ***MS4s***. This specifically does not include routine maintenance activity to maintain the original line and grade, hydraulic capacity, or original purpose of the facility. This also does not include emergency construction activities required to protect public health and safety. The ***Permittees*** should first confirm with ***Regional Water Board*** staff if they believe that a particular routine maintenance activity is exempt under this definition from any ***General Storm Water Permits*** or other Orders (i.e., 401 Water Quality Certifications) issued by the ***State*** or ***Regional Water Board***.

Load Allocation (LA) – Distribution or assignment of ***TMDL Pollutant*** loads to entities or sources for existing and future ***Non-Point Sources***, including background loads.

Low Impact Development (LID) – Comprises a set of approaches to ***Stormwater*** management and land development that combines a hydrologically functional ***Site Design*** with ***Pollution Prevention*** measures to compensate for potential land development impacts on hydrology and water quality.

MEP (Maximum Extent Practicable) – ***MEP*** is the technology-based standard established by Congress in ***CWA Section 402(p)(3)(B)(iii)*** that ***MS4*** dischargers must meet. Technology-based standards establish the level of ***Pollutant*** reductions that dischargers must achieve, typically by treatment or by a combination of treatment and ***BMPs***. The ***MEP*** approach generally emphasizes ***Pollution Prevention*** and ***Source Control BMPs*** primarily (as the first line of defense) in combination with treatment

K. GLOSSARY OF TERMS

methods serving as a backup (additional line of defense). In selecting **BMPs** which will achieve **MEP**, the following factors may be useful to consider:

- a. *Effectiveness: Will the **BMPs** address a **Pollutant** of concern?*
- b. *Regulatory Compliance: Is the **BMP** in compliance with **Storm Water** regulations as well as other environmental regulations?*
- c. *Public Acceptance: Does the **BMP** have public support?*
- d. *Cost: Will the cost of implementing the **BMP** have a reasonable relationship to the pollution control benefits to be achieved?*
- e. *Technical Feasibility: Is the **BMP** technically feasible considering soils, geography, water resources, etc.?*

MS4 Outfall – Includes **Outfall**, **Major Outfall** and **Major MS4 Outfall**, and means a **MS4** outfall that discharges from a single pipe with an inside diameter of 36 inches or more or its equivalent (discharge from a single conveyance other than circular pipe which is associated with a drainage area of more than 50 acres); or for **MS4s** that receive **Stormwater** from lands zoned for industrial activity (based on comprehensive zoning plans or the equivalent), an outfall that discharges from a single pipe with an inside diameter of 12 inches or more or from its equivalent (discharge from other than a circular pipe associated with a drainage area of 2 acres or more).

MS4 Permit – ORDER NO. R7-2013-0011 **NPDES** No. CAS617002

MS4 Permit Area – The **Whitewater River Region**, as identified in ATTACHMENT A - SITE MAP.

MUN – Municipal and Domestic Supply **Beneficial Use**

Municipal Facility/Activity Pollution Prevention Plan – Site-specific plan required by this **MS4 Permit** to minimize and manage **Pollutants** from entering the **MS4** from **Permittee** facilities which feature outdoor materials storage or maintenance areas.

Municipal Separate Storm Sewer System (MS4) – A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, **Storm Water**, or other **Wastes**, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or designated and approved management agency under section 208 of the **CWA** that discharges to **Waters of the United States**; (ii) Designated or used for collecting or conveying **Storm Water**; (iii) Which is not a combined sewer; (iv) Which is not part of the Publicly Owned Treatment Works (**POTW**) as defined at 40 CFR 122.2.

National Pollution Discharge Elimination System (NPDES) – Federal permits authorizing the discharge of **Waste** to **Waters of the United States**. All **NPDES** permits issued by the State of California are also **WDRs**.

Natural Slope – The natural grade of a slope prior to grading activity.

K. GLOSSARY OF TERMS

230

New Development – New construction on a previously undisturbed parcel. **New Developments** does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of a facility, nor does it include emergency new development required to protect public health and safety. Dischargers should confirm with **Regional Water Board** staff whether or not a particular routine maintenance activity is subject to this **MS4 Permit**.

NOI (Notice of Intent) – A **NOI** is an application for coverage under either of the **General Storm Water Permits**.

Non-Point Source – Diffuse, widespread sources of **Pollution**, and which do not qualify as a **Point Source**. These sources may be large or small, but are generally numerous throughout a **Watershed**. **Non-Point Sources**, include but are not limited to urban, agricultural or industrial areas, construction sites, communities served by septic systems, recreational boating activities, timber harvesting, mining, livestock grazing, as well as physical changes to stream channels, and habitat degradation.

Non-Storm Water – **Non-Storm Water** consists of all discharges to and from a **MS4** that do not originate from precipitation events (i.e., all discharges from a **MS4** other than storm water). **Non-Storm Water** includes **IDs**, non-prohibited discharges, and **NPDES** permitted discharges.

Nuisance – As defined in the Porter-Cologne Water Quality Control Act, “anything which meets all of the following requirements: 1) Is injurious to health, or is indecent, or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property. 2) Affects at the same time an entire community or neighborhood, or any considerable number of **Persons**, although the extent of the annoyance or damage inflicted upon individuals may be unequal. 3) Occurs during, or as a result of, the treatment or disposal of **Wastes**.”

Numeric Effluent Limitations – A quantitative limitation on **Pollutant** concentrations or levels to protect **Beneficial Uses** and **Water Quality Objectives** of a water body.

Open Space – Any parcel or are of land or water that is essentially unimproved or devoted to an open-space use for the purposes of (1) the preservation of natural resources, (2) the managed production of resources, (3) outdoor recreation, or (4) public health and safety. (Riverside County General Plan, adopted October 7, 2003. Technical Appendix A, Glossary)

“Only Rain Down The Storm Drain” Pollution Prevention Program – **County Urban Runoff** public education program.

Other Development Projects – Development projects that disturb areas equal to or greater than 1 acre, including projects that disturb less than 1 acre, but are part of a larger common plan of development or sale, that discharge into the **MS4**, as specified by Section F.1.c.ii.1 of this **MS4 Permit**

Permittees – **County, RCFC&WCD, CVWD** and the Cities of Banning, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage. A **Permittee** to the **Whitewater River Region** is only responsible for permit conditions relating to the discharge of **Urban Runoff** from **MS4** facilities located within the **Whitewater River Region**, and for which the **Permittee** is the operator.

K. GLOSSARY OF TERMS

Person - A **Person** is defined as an individual, association, partnership, corporation, municipality, state or federal agency, or an agent or employee thereof. [40 CFR 122.2].

Point Source – Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which **Pollutants** are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural **Stormwater** runoff.

Pollutants of Concern - Any **Pollutants** generated by the development, including **Pollutants** that are listed under CWA Section 303(d), **Pollutants** associated with the land use type of the development and legacy **Pollutants** associated with past use of the development site that may be exposed to **Urban Runoff**.

Pollutant – As defined at 40 CFR 122.2, **Pollutant** means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.)), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water. It does not mean:

- a. Sewage from vessels; or
- b. Water, gas, or other material which is injected into a well to facilitate production of oil or gas, or water derived in association with oil and gas production and disposed of in a well, if the well is used either to facilitate production or for disposal purposes is approved by authority of the State in which the well is located, and if the State determines that the injection or disposal will not result in the degradation of ground or surface water resources; or
- c. Those discharged substances that are specifically excluded from coverage under **NPDES** permits pursuant to 40 CFR 122.3.

Pollution Prevention - Practices and processes which reduce or eliminate the generation of **Pollutants**, in contrast to **Source Control**, **Pollution** control, **Treatment Control BMPs**, or disposal.

Pollution Prevention BMPs – In general, activities or programs that aim to educate the public in order to reduce or eliminate the generation of **Pollutants**.

Post-Construction BMPs - Subsets of **BMPs** including **Source Control** and structural treatment that detain, retain, filter, or educate to prevent the release of **Pollutants** to surface waters during the final functional life of development.

POTW – Publicly owned treatment works

POW – Hydropower Generation **Beneficial Use**

Pre-Development Runoff Conditions - The runoff conditions existing onsite immediately before the planned development activities occur. **Pre-Development Runoff Conditions** are not intended to be interpreted as those conditions that existed before any human-induced land activities occurred. This pertains to redevelopment as well as initial development.

Principal Permittees – **RCFC&WCD** and the **County**

K. GLOSSARY OF TERMS

232

Priority Development Projects – Discretionary **New Development** and **Redevelopment Projects** that fall into any of the categories listed in Section F.1.c.iii of this **MS4 Permit**.

Priority Pollutants – **USEPA Priority Pollutants**.

Rainy Season – Not defined for the **Whitewater River Region**. Per the **General Industrial Permit**, defined as October 1st through May 30th.

RCFC&WCD – Riverside County Flood Control and Water Conservation District

RARE – Rare, Threatened or Endangered Species **Beneficial Use**

RCWMD – **County** Waste Management Department

Receiving Water(s) – **Waters of the United States** within the **Whitewater River Region**.

Receiving Water Limitations - Any applicable numeric or narrative water quality objective or criterion, or limitation to implement the applicable water quality objective or criterion, for the **Receiving Water** as contained in the **Basin Plan**, water quality control plans or policies adopted by the **State Board**, or federal regulations applicable to **Receiving Waters**.

Receiving Water Quality Objectives – **WQOs** specified in the **Basin Plan** for **Receiving Waters**.

REC-I – Water contact recreation **Beneficial Use**

REC-II – Non-contact water recreation **Beneficial Use**

Redevelopment Project - New development on a previously disturbed parcel. Emergency redevelopment activities required to protect public health and safety, and routine maintenance activities conducted to maintain original line and grade, hydraulic capacity, or restore original purpose of the facility are not included.

Regional Water Board – California Regional Water Quality Control Board, Colorado River Basin

Riverside County – Territory within the geographical boundaries of the **County**.

ROWD – Report of Waste Discharge.

Sanitary Sewer Overflow (SSO) – Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system.

Sediment – Soil, sand, and minerals washed from land into water. This **MS4 Permit** regulates only the discharges of **Sediment** from anthropogenic sources and does not regulate naturally occurring sources of **Sediment**.

SIC – Standard Industrial Classification

Site Design BMPs – In general, activities or programs to educate the public or provide low cost non-physical solutions, as well as facility design or practices aimed at reducing **Urban Runoff**, increasing infiltration, reducing **Pollutant** transport mechanisms, minimizing the difference between pre- and post-development **Urban Runoff**. **Redevelopment Projects** that are undertaken to remove Pollutant sources (such as

K. GLOSSARY OF TERMS

existing surface parking lots and other impervious surfaces), or to reduce the need for new roads and other impervious surfaces (as compared to conventional or low density **New Development**) by incorporating higher densities and/or mixed land uses into the project design, are also considered **Site Design BMPs**.

Source Control BMPs – In general, activities or programs to educate the public or provide low cost non-physical solutions, as well as facility design or practices aimed to limit the contact between **Pollutant** sources and **Storm Water** or authorized **Non-Storm Water**. Examples include: activity schedules, prohibitions of practices, street sweeping, facility maintenance, detection and elimination of **IC/ID**, and other non-structural measures. Facility design (structural) examples include providing attached lids to trash containers, or roof or awning over material and trash storage areas to prevent direct contact between water and **Pollutants**. Additional examples are provided in Section F.1.c.v.3 of this **MS4 Permit**.

Southern California Monitoring Coalition (SMC) - A regional group working to improve monitoring program design, parameter test methods, calibrate labs, evaluate the effectiveness of **BMPs**, and/or advance the science and understanding of **Urban Runoff** impacts on **Receiving Waters**.

State Water Resources Control Board – State Board or SWRCB

Storm Water - “**Storm Water**” is **Storm Water** runoff, snow melt runoff and surface runoff and drainage. 40 CFR 122.26(b)(13).

Storm Water Management Plan (SWMP) – A programmatic document which describes the activities and programs that have been developed and implemented by the **Permittees** to manage **Urban Runoff** to comply with the requirements of this **MS4 Permit** for the **Whitewater River Region**.

Storm Water Ordinance – The **Storm Water/Urban Runoff** Management and Discharge Control Ordinances and ordinances addressing **Grading** and **Erosion** control adopted by each of the **Co-Permittees**

Structural BMPs – Physical facilities or controls which may include secondary containment, treatment measures, (e.g. first flush diversion, detention/retention basins, and oil/grease separators), run-off controls (e.g., grass swales, infiltration trenches/basins, etc.), and engineering and design modification of existing structures.

SWPPP – Storm Water **Pollution Prevention** Plan

TDS – Total dissolved solids.

TLMA – **County** Transportation and Land Management Agency.

Total Maximum Daily Load (TMDL) - The **TMDL** is the maximum amount of a **Pollutant** that can be discharged into a water body from all sources (point and non-point) and still maintain **WQS**. Under **CWA** section 303(d), **TMDLs** must be developed for all water bodies that do not meet **WQSs** after application of technology-based controls.

Toxicity – Adverse responses of organisms to chemicals or physical agents ranging from mortality to physiological responses such as impaired reproduction or growth anomalies.

Treatment Control BMPs – Any engineered system designed and constructed to remove **Pollutants** from **Urban Runoff**. **Pollutant** removal is achieved by simple gravity settling

K. GLOSSARY OF TERMS

of particulate **Pollutants**, filtration, biological uptake, media absorption or other physical, biological or chemical process.

TSS – Total suspended solids.

Urban Runoff - **Urban Runoff** includes those discharges from residential, commercial, industrial, and construction areas within the **Whitewater River Region MS4 Permit Area** and excludes discharges from feedlots, dairies, farms, agricultural fields, **POTWs**, and **Open Space**. **Urban Runoff** discharges consist of **Storm Water** and **Non-Storm Water** surface runoff from drainage sub-areas with various, often mixed, land uses within all of the hydrologic drainage areas that discharge into the **Waters of the United States**. In addition to **Urban Runoff**, the **MS4s** regulated by this **MS4 Permit** receive flows from agricultural activities, **Open Space**, state and federal properties and other non-urban land uses not under the control of the **Permittees**. The quality of the discharges from the **MS4s** varies considerably and is affected by, among other things, past and present land use activities, basin hydrology, geography and geology, season, the frequency and duration of storm events, and the presence of past or present illegal and allowed disposal practices and **IC**. The **Permittees** lack legal jurisdiction over discharges into their respective **MS4s** facilities from agricultural activities, California and federal facilities, utilities and special districts, Native American tribal lands, wastewater management agencies and other point and **Non-Point Source** discharges otherwise permitted by or under the jurisdiction of the **Regional Water Board**. The **Regional Water Board** recognizes that the **Permittees** should not be held responsible for such facilities and/or discharges. Similarly, certain activities that generate **Pollutants** present in **Urban Runoff** are beyond the ability of the **Permittees** to eliminate. Examples of these include operation of internal combustion engines, atmospheric deposition, brake pad and tire wear, bacteria from wildlife (including feral dogs and cats) or from bacterial resuscitation or reactivation from treated waters or growth of bacteria in the environment (such as in sediments, surface water, or other substrate), and leaching of naturally occurring nutrients and minerals from local soils, residues from lawful application of pesticides, nutrient runoff from agricultural activities, and leaching of naturally occurring minerals from local geology.

USEPA – United States Environmental Protection Agency

WARM – Warm freshwater habitat **Beneficial Use**

Wash – Intermittent or **Ephemeral Stream** as specified in the **Basin Plan**.

Waste – As defined in **CWC** 13050(d), "**Waste** includes sewage and any and all other **Waste** substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including **Waste** placed within containers of whatever nature prior to, and for purposes of, disposal."

Waste Discharge Requirements (WDRs) – As defined in Section 13374 of the **CWC**, the term "**Waste Discharge Requirements**" is the equivalent of the term "permits" as used in the Federal Water **Pollution** Control Act, as amended. **Waste Load Allocation (WLA)** – Maximum quantity of **Pollutants** a **Point Source** discharger of waste is allowed to release into a particular waterway, as set pursuant to a **TMDL**.

K. GLOSSARY OF TERMS

Waters of the United States – As set forth in 40 CFR 122.2, the **Waters of the United States** are defined as: (a) All waters, which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; (b) All interstate waters, including interstate “wetlands;” (c) All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, “wetlands,” sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds the use, degradation or destruction of which would affect or could affect interstate or foreign commerce including any such waters: (1) Which are or could be used by interstate or foreign travelers for recreational or other purposes; (2) From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or (3) Which are used or could be used for industrial purposes by industries in interstate commerce; (d) All impoundments of waters otherwise defined as **Waters of the United States** under this definition; (e) Tributaries of waters identified in paragraphs (a) through (d) of this definition; (f) The territorial seas; and (g) “Wetlands” adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (a) through (f) of this definition. Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the **CWA** (other than cooling ponds as defined in 40 CFR 423.22(m), which also meet the criteria of this definition) are not **Waters of the United States**. This exclusion applies only to man-made bodies of water, which neither were originally created in **Waters of the United States** (such as disposal area in wetlands) nor resulted from the impoundment of **Waters of the United States**. **Waters of the United States** do not include prior converted cropland. Notwithstanding the determination of an area’s status as prior converted cropland by any other federal agency, for the purposes of the **CWA**, the final authority regarding **CWA** jurisdiction remains with the **USEPA**.

Water Quality Objective (WQO) – Numeric or narrative limits or levels of water quality constituents or characteristics which are established for the reasonable protection of **Beneficial Uses** of water or the prevention of **Nuisance** within a specific area [**CWC** 13050 (h)]. California’s **WQOs** are established by the State and Regional Water Boards in the **Basin Plans**.

Water Quality Standards (WQS) – The water quality goals of a waterbody (or a portion of the waterbody) designating **Beneficial Uses** to be made of the water and the **WQOs** necessary to protect those uses. These standards also include California’s anti-degradation policy.

Waters of the State – Any water, surface or underground, including saline waters within the boundaries of the State [**CWC** Section 13050 (e)]

Watershed - That geographical area which drains to a specified point on a watercourse, usually a confluence of streams or rivers (also known as drainage area, catchment, or river basin).

WDID – Waste discharge identification number.

Wet Weather - As described in **USEPA’s NPDES Stormwater** Guidance Document (**USEPA** 833-B-92-001⁽¹⁾), a qualifying **Wet Weather** event meets the following criteria:

- The depth of the storm must be greater than 0.1 inch accumulation;
- The storm must be preceded by at least 72 hours of **Dry Weather**;

K. GLOSSARY OF TERMS

- Where feasible, the depth of rain and duration of the event should not vary by more than 50 percent from the average depth and duration.

Whitewater BMP Design Manual – A handbook developed by the **Permittees** to provide design procedures for structural **BMPs** for **Priority New Development** and **Redevelopment Projects** within the **Whitewater River Region** of **Riverside County**.

Whitewater River Region - The urbanized area of the **Whitewater River Watershed** under the jurisdiction of the **Permittees** and covered by this **MS4 Permit**, as identified in ATTACHMENT A – SITE MAP.

Whitewater River Watershed – **Watershed** tributary to the Whitewater River.

Whitewater River Watershed Benefit Assessment Area (WWBAA) - the **RCFC&WCD's** funding source for **MS4 Permit** compliance program activities. The WWBAA covers the northwesterly portion of the **Watershed** including **County** and city jurisdictions that lie within the **RCFC&WCD's** service area. WWBAA revenues fund both area-wide **MS4** program and the **RCFC&WCD's** individual **MS4 Permit** compliance activities.

WILD – Wildlife habitat **Beneficial Use**

WQBEL – Water quality based effluent limitations

WQMP – The **Whitewater River Region** Water Quality Management Plan.

L. MONITORING AND REPORTING

1. Pursuant to Section 13267 of the **CWC**, the **Permittees** shall comply with Monitoring and Reporting Program No. R7-2013-0011 and with the "General Monitoring and Reporting Provisions."
2. The **Permittees** shall monitor the **Receiving Water** and **MS4** for **Pollutants**, as described by this **MS4 Permit**, during the fiscal year (July 1 to June 30), beginning July 1, 2014. This monitoring will assist the **Permittees** with characterizing of **Urban Runoff**, assessing effectiveness of implemented **BMPs**, and determining the impact of **Urban Runoff** on the **Beneficial Uses of Receiving Waters** in the **Whitewater River Region**. Specifically, the **Permittees** shall monitor in accordance with the specified monitoring schedule and **Constituents of Concern** listed in this section of this **MS4 Permit**.
3. The **Permittees** may propose alternative or additional monitoring locations for approval by the **Executive Officer**, pursuant to Section N.8. of this **MS4 Permit**.
4. The collection, preservation and holding times of all samples shall be in accordance with **USEPA**-approved procedures. Unless otherwise approved by the **Executive Officer**, all analyses shall be conducted by a laboratory certified for such analysis by the California Department of Public Health. All analyses shall be conducted in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of **Pollutants**" (40 CFR 136), promulgated by the **USEPA**.
5. The timing of sample collection will be contingent on the sample holding time and the normal working hours of the contract laboratory.
6. Due to the hazard of flash flooding that exists in waterbodies within the **Whitewater River Region MS4 Permit** area, sample collection shall occur only when there is enough sunlight to safely collect a monitoring sample from an **MS4 Outfall** or **Receiving Water Wet Weather** monitoring event. Sampling shall not take place when it is unsafe and/or there is a flash flood warning and/or watch.
7. **Permittee** records of monitoring information shall include:
 - a. The date, exact place, and time of sampling or measurement(s);
 - b. The individual(s) who performed the sampling or measurement(s);
 - c. For **Dry Weather IC/ID** and **Wet Weather MS4 Outfall** monitoring, recorded visual observations of:
 - i. Presence or absence of discharge from the **MS4 Outfall** being monitored;
 - ii. Presence or absence of surface flow in the **Receiving Water** being discharged to;
 - iii. Presence or absence of **Connectivity** of surface flow from the **MS4 Outfall** being monitored to its associated **Receiving Water**, and,

L. MONITORING AND REPORTING

- iv. If applicable, and conditions are safe enough to gather the information, estimations of surface flows of both the **MS4 Outfall** being monitored and the associated **Receiving Water**.
 - d. The date(s) analyses were performed;
 - e. The analytical techniques or method used; and
 - f. The results of such analyses.
8. The **Permittees** shall retain records of all monitoring information, including all calibration and maintenance records, copies of all reports required by this **MS4 Permit**, and records of all data used to complete the application for this **MS4 Permit**, for the time period specified in Section H.8. (above) of this **MS4 Permit**.
 9. The **Permittees** shall conduct monitoring for field parameters and **Constituents of Concern** as described in the appropriate sections below. Field measurements shall be taken and samples collected only where there is sufficient depth and volume of water to appropriately obtain representative data and samples, as determined by **Permittee** field monitoring staff.

Field Parameters

Field Parameters to be monitored shall include: water temperature, pH, Electrical Conductivity (EC), Turbidity, and Dissolved Oxygen (DO). Additional parameters may be collected if necessary to characterize or document a suspected **IC/ID** (e.g. oil and grease, etc.) or for use in follow up enforcement actions against sources of an **IC/ID**. Field parameters shall be monitored at the appropriate minimum levels and units for comparison with applicable **Water Quality Objectives**.

Constituents of Concern

The following table consists of **Constituents of Concern** that are commonly associated with **Urban Runoff** throughout the State. Minimum levels of analysis for the metals in this table shall be as listed on ATTACHMENT C – **STATE BOARD MINIMUM LEVELS**; all other constituents shall be monitored at the appropriate minimum levels and units for comparison with applicable **WQOs**.

Table L-1 Constituents of Concern

Total Metals	Bacterial Indicator	Nutrients & Other
Antimony	E. coli	Nitrite as Nitrogen
Arsenic		Nitrate as Nitrogen
Barium		Total Kjeldahl Nitrogen
Beryllium		Total Nitrogen
Cadmium		Ammonia as Nitrogen
Chromium		Total Suspended Solids (TSS)
Chromium ⁶⁺		Total Dissolved Solids (TDS)
Copper		Total Phosphorus
Lead		Ortho Phosphorous
Mercury		Total Petroleum Hydrocarbons (TPH)
Nickel		Methylene-blue activated substances (MBAS)
Selenium		Ethylene-glycol
Silver		Oil and Grease
Thallium		
Zinc		

L. MONITORING AND REPORTING

10. The **Permittees** shall conduct monitoring at the following types of locations:

- a. **Dry Weather IC/ID MS4 Outfall** Monitoring;
- b. **Wet Weather MS4 Outfall** Monitoring;
- c. **Dry Weather Receiving Water** Monitoring; and
- d. **Wet Weather Receiving Water** Monitoring.

A. Dry Weather IC/ID MS4 Outfall Monitoring

Dry Weather MS4 Outfall IC/ID monitoring shall consist of visiting the **Dry Weather IC/ID MS4 Outfall** locations as shown in Table L-2 **Dry Weather IC/ID MS4 Outfall** Monitoring Locations, quarterly to look for evidence of non-typical flow and water quality conditions for each site.

The **Permittees** shall monitor for field parameters at the **Dry Weather IC/ID MS4 Outfall** monitoring locations as shown in the Table L-2 **Dry Weather IC/ID MS4 Outfall** Monitoring Locations.

When there is evidence of irregular flow or water quality conditions suspected to be caused by an **IC/ID** activity, the **Permittees** with jurisdiction over the tributary area to the **MS4 Outfall** shall be notified of the potential **IC/ID**, and be requested to conduct a follow-up **IC/ID** investigation. **IC/ID** investigations and results shall be tracked in the **Permittees' IC/ID Database**.

Table L-2 Dry Weather IC/ID MS4 Outfall Monitoring Locations

Monitoring Location Lat/Long	Minimum No. of Events/Year	Type of Sample	Constituents
Ramsey Street Storm Drain 33°48'35.0", -116°51'31.5"	4	Grab	Field Parameters and E. Coli
Portola Ave Outfall 33°44'16.8", -116°22'24.6"	4	Grab	Field Parameters and E. Coli

B. Wet Weather MS4 Outfall Monitoring

Wet Weather MS4 Outfall Monitoring shall be conducted³⁰ for the purposes of evaluating long term trends in **Whitewater River Region Urban Runoff**.

The **Permittees** shall monitor for field parameters and **Constituents of Concern** at the **Wet Weather MS4 Outfall** monitoring locations as shown in the Table L-3 **Wet Weather Outfall MS4** Monitoring Locations.

³⁰ QA/QC procedures and monitoring protocols are presented in **Permittee Annual Monitoring Reports**, as required by Section L.11.b. of this **MS4 Permit**.

Table L-3 Wet Weather MS4 Outfall Monitoring Locations

Monitoring Location Lat., Long.	Minimum No. of Events/Year	Type of Sample	Constituents
Ramsey Street Storm Drain 33°48'35.0", -116°51'31.5"	2*	Grab	Field parameters and <i>Constituents of Concern.</i>
Portola Avenue Outfall 33°44'16.8", -116°22'24.6"	2*	Grab	Field parameters and <i>Constituents of Concern.</i>

* Note: The ***Permittees*** shall only conduct ***Wet Weather MS4 Outfall*** monitoring during qualifying ***Wet Weather*** events.

C. Dry Weather Receiving Water Monitoring

Dry Weather ***Receiving Water*** Monitoring shall be conducted for the purposes of evaluating the health of the perennial portion of the ***CVSC*** during ***Dry Weather*** conditions.

The ***Permittees*** shall monitor for field parameters and ***Constituents of Concern*** at the ***Dry Weather Receiving Water*** monitoring location as shown in the Table L-4 ***Dry Weather Receiving Water*** Monitoring Location.

Table L-4 Dry Weather Receiving Water Monitoring Location

Monitoring Location Lat., Long.	Minimum No. of Events/Year	Type of Sample	Constituents
<i>CVSC</i> at Avenue 52 Bridge 33°40'20.9", -116°08'57.8"	2	Grab	Field parameters and <i>Constituents of Concern</i>

D. Wet Weather Receiving Water Monitoring

The ***Permittees*** shall monitor the ***CVSC*** for the purposes of evaluating the health of the perennial portion of the ***CVSC*** during ***Wet Weather*** conditions.

The ***Permittees*** shall monitor for field parameters and ***Constituents of Concern*** at the ***Wet Weather Receiving Water*** monitoring locations as shown in the Table L-5 ***Wet Weather Receiving Water*** Monitoring Locations.

Table L-5 Wet Weather Receiving Water Monitoring Locations

Monitoring Location Lat., Long.	Minimum No. of Events/Year	Type of Sample	Constituents
<i>CVSC</i> at Avenue 52 Bridge 33°40'20.9", -116°08'57.8"	1	Grab	Field parameters and <i>Constituents of Concern.</i>

CVSC TMDL Phase 1 Monitoring

Consistent with the ***CVSC*** Bacterial Indicators ***TMDL*** Implementation Plan, the City of Coachella submitted a monitoring program plan and quality assurance program plan (QAPP) to the ***Regional Water Board*** on January 6, 2013; a revised plan was subsequently submitted on February 13, 2013. Upon approval by the

L. MONITORING AND REPORTING

241

Regional Water Board Executive Officer, the City of Coachella shall implement the monitoring program plan (or future **Executive Officer** approved revisions to the monitoring plan), for the City's outfalls to the **CVSC** Bacterial Indicators **TMDL**.

Data collected by the City of Coachella as part of **TMDL** Phase 1 Implementation shall be incorporated by reference into **Whitewater River Region Annual Monitoring Reports**. This data will be addressed by the **Regional Water Board TMDL** analysis.

Special Studies

The **Permittees**, individually or collectively, shall continue to participate in regional monitoring and scientific studies conducted by the Southern California Monitoring Coalition (**SMC**) and or the California Stormwater Quality Association (**CASQA**), and/or other regional groups or efforts necessary to improve monitoring program design, parameter test methods, calibrate labs, evaluate the effectiveness of **BMPs**, and/or advance the science and understanding of **Urban Runoff** impacts on **Receiving Waters**.

11. Reporting

- a. An **Annual Report** shall be submitted to the **Executive Officer** stating the results of monitoring and other reportable activities. This report shall be submitted to the **Regional Water Board** by March 1 of each year.
- b. The **Annual Monitoring Report** shall describe monitoring station locations, provide reference to quality assurance/quality control procedures and sampling and analysis protocols, summarize the data/results, identify methods of evaluating the data, and provide graphical summaries of the data.
- c. In addition, **Annual Monitoring Reports** shall include an analysis and interpretation of the findings of each monitoring year. Analysis of the data shall identify water quality parameters measured outside of normal ranges for that parameter based on historic water quality data.
- d. The Fiscal Year 2015-2016 **Annual Monitoring Report** shall include identification and analysis of long-term trends in **Storm Water** or **Receiving Water** quality. The **Permittees** shall analyze long term trends for signs of **Chronic Water Quality Concerns**, if it is determined that any exist. The analysis shall include identification of potential urban sources of chronic problems, effectiveness of existing **BMP** control measures, and recommend necessary next steps. Next steps may include allowing for additional time to statistically confirm a chronic water quality problem, additional data collection necessary to examine urban sources, potential revisions to the **SWMP** to address urban sources found to be contributing to the chronic condition, or other similar measures necessary to confirm and/or address the condition. The analysis provided in the Fiscal Year 2015-2016 **Annual Monitoring Report** shall be used to facilitate preparation of the December 2017 **ROWD**.

L. MONITORING AND REPORTING

- e. All ***Annual Monitoring Reports*** shall use a standard report format and shall include the following:
 - i. An introduction;
 - ii. Summary of Special Studies participated in during the reporting period;
 - iii. Comprehensive interpretations and conclusions; and
 - iv. Recommendations for necessary future actions.

L. MONITORING AND REPORTING

M. ADMINISTRATIVE PROVISIONS

1. These requirements do not exempt the **Permittees** from compliance with any other laws, regulations, or ordinances which may be applicable, do not legalize land treatment and disposal facilities, and leave unaffected any further restraints on those facilities which may be contained in other statutes or required by other regulatory agencies.
2. This **MS4 Permit** shall become the **NPDES** permit pursuant to Section 402 of the federal **CWA**, as amended from time to time, upon adoption by the **Regional Water Board** provided no objections from the **USEPA** Regional Administrator have been received. If the Regional Administrator objects to the issuance, this **MS4 Permit** shall not become effective until such objection is withdrawn.

N. ANNUAL REPORT AND SUBMITTAL REQUIREMENTS

1. Each **Permittee** shall submit information for inclusion into the **Annual Report**, as required by Section F. of this **MS4 Permit**, utilizing the **Annual Report** forms included in Attachment D, **Annual Report** Forms.
2. The **Permittees** shall include in the **Annual Report** a brief narrative summary describing significant regional **Urban Runoff** management program accomplishments or issues encountered during the reporting year.
3. Each **Permittee** shall submit **Annual Reports** and **Annual Monitoring Reports** as described by this **MS4 Permit** beginning with the fiscal year 2014-2015 **Annual Report**. The **Permittees** shall submit each fiscal year's **Annual Report** by March 1 the following year.
4. The **Permittees** may amend the **Annual Report** forms included in Attachment D as needed to reflect changes in compliance programs, facilitate more accurate reporting of compliance programs, or to improve the effectiveness and/or clarity of program reporting.
5. Each **Permittee's Annual Reporting** form shall contain a transmittal page signed by a duly authorized representative of the **Permittee**. The transmittal page must contain the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
6. **Annual Reports** and **Annual Monitoring Reports** shall be submitted according to the requirements detailed in Sections I.9 and I.11 of this **MS4 Permit**.
7. Approval process for **SWMP** revision
 - i. Upon approval by the **Executive Officer**, the **SWMP** will be made available for public review and comment for 30 days.
 - ii. Any person seeking changes in the **SWMP** must file with the **Executive Officer** a written request for hearing within the 30-day public review and comment period and which sets forth the reasons why the **SWMP** must be revised (Hearing Request). If no timely and adequate Hearing Request is filed, the **Executive Officer** will issue an authorization letter to the **Permittee** making the approved **SWMP** an enforceable part of the **MS4 Permit** (Authorization Letter).
 - iii. If a timely and adequate Hearing Request is filed, the **SWMP** will be placed on the next available **Regional Water Board** meeting agenda, consistent with public notice requirements and any additional time necessary to follow the administrative procedures involved in preparing for the hearing. At the

N. ANNUAL REPORT AND SUBMITTAL REQUIREMENTS

hearing, the **Regional Water Board** will consider only those items in the **SWMP** that are requested for revision in the Hearing Request. The **Regional Water Board** may adopt the **SWMP** as proposed or return the **SWMP** to the **Regional Water Board** staff for consideration of some or all of the changes requested in the Hearing Request.

- iv. Prior to the hearing, **Regional Water Board** staff will attempt to resolve the issues raised in the Hearing Request by arranging a meeting with the **Permittees** and the person(s) filing the Hearing Request. If no resolution of the issues is reached, the hearing on the **SWMP** will proceed as scheduled. If resolution is reached that does not require significant changes to the **SWMP**, any non-significant changes will be made to the **SWMP** and the **Executive Officer** will issue an Authorization Letter. If the agreement reached requires significant changes to be made to the **SWMP**, a new 30-day public review and comment period will be provided on the revised **SWMP**.
8. Approval process for other items required by this **MS4 Permit**
- i. Other document and/or program revisions set forth in this **MS4 Permit** to be submitted by the **Permittees** for approval by the **Executive Officer** shall become effective once the **Executive Officer** provides notification of approval.

O. FACT SHEET

1. Fact Sheet Format:

This Fact Sheet briefly sets forth the principal facts and the significant factual, legal, methodological, and policy questions that the **Regional Water Board** considered in preparing Order No. R7-2013-0011. In accordance with the Code of Federal Regulations (CFR), Title 40, parts 124.8 and 124.56, this Fact Sheet includes, but is not limited to, the following information:

- Contact Information;
- Public process and notification procedures;
- A brief description of the type of facility or activity that is being regulated by the **MS4 Permit**;
- The type and quantity of **Pollutants** discharged;
- A brief summary of the basis for the requirements in the **MS4 Permit**, including references to the applicable statutory or regulatory provisions; and
- A discussion of the requirements in the **MS4 Permit**.

2. Project Description and **Permittees** Information:

The following pages contain information concerning an application for renewal of **WDRs** and **NPDES** Permit, Board Order No. R7-2008-0001, **NPDES** No. CAS617002. This **MS4 Permit** prescribes **WDRs** for **Urban Runoff** from the Cities and the unincorporated areas in the **County** within the jurisdiction of the **Regional Water Board**.

On November 21, 2012, the **County** and the **RCFC&WCD**, in cooperation with the **CVWD** and incorporated cities, including the Cities of Banning, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage (hereinafter collectively referred to as the **Permittees**), jointly submitted **NPDES** Application No. CAS617002 and a **ROWD** for re-issuance of a **MS4 Permit**.

For the purposes of this **MS4 Permit**, the following two **Permittees** are identified as the **Principal Permittees**:

County of Riverside, 4080 Lemon Street, P.O. Box 1090, Riverside, California 92501-1090; and

Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, California 92501

The **CVWD** and each of the Cities is identified as a **Co-Permittee**. Collectively, the **Principal Permittees** and **Co-Permittees** comprise the **Permittees**. Under this organizational framework, the **Principal Permittees** are responsible for coordinating collective **Permittee** activities required by the **MS4 Permit**, including report preparation and submittals to the **Regional Water Board**. Other specific

O. FACT SHEET

duties and obligations of the **Principal Permittees** and the **Co-Permittees** imposed by this **MS4 Permit** are specified in further detail in the **Implementation Agreement**, which is described in Finding No. 12 of this **MS4 Permit**.

3. Project Area:

This **MS4 Permit** applies to the urbanized areas that lie approximately between the San Geronio Pass area to the northwest and the northern shore of the Salton Sea to the southeast referred to as the **Whitewater River Region**. The majority of the **Whitewater River Region** is in the Coachella Valley and is identified in ATTACHMENT A – SITE MAP. The generally northwest-southeast trending Coachella Valley is in the northern portion of a large low area in the Colorado Desert known as the Salton Basin with major drainage to the Salton Sea. The San Jacinto Mountains bound the Coachella Valley on the southwest, and the San Geronio Mountains, Indio Hills and Mecca Hills bound the Coachella Valley on the northeast side. Major drainage is through the Whitewater River, and its tributaries, which reach the northern end of the Salton Sea. The headwaters of the Whitewater River originate from Mt. San Geronio. The valley surface is characterized as being wide and blanketed by bouldery alluvial fans and sand dunes.

4. Exclusions to the Permitted Area:

The **Permittees** lack legal jurisdiction over storm water discharges into their respective **MS4s** facilities from certain facilities, entities, properties, and other **Point** and **Non-Point Source** discharges otherwise permitted by or under the jurisdiction of the **Regional Water Board**. The **Regional Water Board** finds that the **Permittees** should not be held responsible for such discharges. Similarly, certain activities that generate **Pollutants** present in **Urban Runoff** are beyond the ability of the **Permittees** to eliminate. Examples may include: operation of internal combustion engines, atmospheric deposition, brake pad and tire wear, bacteria from wildlife (including feral dogs and cats) and transient encampments, or from bacterial resuscitation or reactivation from treated waters or growth of bacteria in the environment (such as in sediments, surface water, or other substrate), and leaching of naturally occurring nutrients and minerals from local soils, residues from lawful application of pesticides, nutrient runoff from landscape activities, and leaching of naturally occurring minerals from local geology. This **MS4 Permit** is not intended to address background or naturally occurring pollutants or flows. Additionally, certain areas and facilities in the **Whitewater River Watershed** are excluded from coverage under this **MS4 Permit** because such areas and facilities are being addressed through other regulatory programs, including programs administered by the **Regional Water Board** and other federal, state and local regulatory agencies. Excluded areas include:

- Federal lands and state properties, including, but not limited to, military bases, national forests, hospitals, colleges and universities, and highways;
- Native American tribal lands;
- Open space and rural (non-urbanized) areas;
- Agricultural lands (exempted under the **CWA**); and

O. FACT SHEET

- Utilities and special districts (including school districts, park districts, publicly owned treatment works and water utilities, etc.).

These areas in the **Whitewater River Region** for which coverage under the **MS4 NPDES Permit** is excluded, are detailed in ATTACHMENT A – SITE MAP.

5. **CWA Requirements:**

The **CWA** (33 U.S.C. § 1251 et seq.) established a national policy designed to help maintain and restore the physical, chemical and biological integrity of the nation's waters. In 1972, the **CWA** established the **NPDES** permit program to regulate the discharge of **Pollutants** from **Point Sources** to **Waters of the United States**. From 1972 to 1987, the main focus of the **NPDES** program was to regulate conventional **Pollutant** sources such as sewage treatment plants and industrial facilities. As a result, on a nationwide basis, **Non-Point Sources**, including agricultural and **Storm Water** runoff, now contribute a larger portion of many kinds of **Pollutants** than the more regulated sewage treatment plants and industrial facilities.

The National **Urban Runoff** Program (NURP) final report to Congress (**USEPA**, 1983) concluded that the goals of the **CWA** could not be achieved without addressing **Storm Water** discharges. The 1987 **CWA** amendments established a framework for regulating **Urban Runoff**. Pursuant to these amendments, the **Regional Water Board** began regulating municipal **Storm Water** runoff in 1996.

The **CWA** allows the **USEPA** to delegate its **NPDES** permitting authority to states with an approved environmental regulatory program. The State of California is one of the delegated states. The Porter-Cologne Water Quality Control Act (**CWC**, Section 13000 et seq.) authorizes the **State Board**, through its Regional Water Boards, to regulate and control the discharge of **Pollutants** into **Waters of the State** and tributaries thereto. Section 405 of the Water Quality Act (WQA) of 1987 added Section 402(p) to the **CWA**. Pursuant to Section 402(p)(4) of the **CWA**, the **USEPA** promulgated regulations for **Storm Water** permit applications for **Storm Water** discharges associated with industrial activities and **MS4s** serving a population of 100,000 or more. This **MS4 Permit** governing **Urban Runoff** meets the statutory requirements of Section 402(p)(3)(B).

6. Regulatory Background and **CWA Storm Water** Requirements:

The **CWA** prohibits the discharge of any **Pollutant** to navigable waters from a **Point Source** unless an **NPDES** permit authorizes the discharge. The 1987 amendments to the **CWA** required **MS4s** and industrial facilities, including construction sites, to obtain **NPDES** permits for **Storm Water** runoff from their facilities. On November 16, 1990, the **USEPA** promulgated the final Phase 1 **Storm Water** regulations. The **Storm Water** regulations are contained in 40 CFR Parts 122, 123, and 124.

On June 22, 1996, the **Regional Water Board** issued Order No. 96-015 to the **Permittees** (first term permit). On September 5, 2001, the **Regional Water Board** adopted Order No. 01-077 (second term permit). On May 21, 2008, the **Regional Water Board** adopted Order No. R7-2008-0001 (third term permit). R7-2008-0001

O. FACT SHEET

is administratively extended in accordance with Title 23, Division 3, Chapter 9, Article 3, Section 2235.4 of the California Code of Regulations.

7. Area-Wide **MS4 Permit**:

To regulate and control **Urban Runoff** from the **Whitewater River Region** to the **MS4**, an area-wide approach is essential. The **MS4** is not controlled by a single entity, but rather the **County**, several Cities, and other entities (i.e. **CVWD**, **RCFC&WCD**) manage the systems. The management and control of the entire **MS4** cannot be effectively carried out without the cooperation and efforts of all these entities. Also, it would not be meaningful to issue a separate **MS4 Permit** to each of the entities within the **Whitewater River Region** whose land/facilities drain into the **MS4** operated by the **Permittees**. The **Regional Water Board** has concluded that the best management option for the **Whitewater River Region** is to issue an area-wide **MS4 Permit** to the **RCFC&WCD**, **County**, **CVWD** and the Cities within **Whitewater River Region**. The **State Board** has issued a separate **MS4 Permit** to **Caltrans**. **Urban Runoff** from other state, federal, utility, or special district facilities and state or federal lands will be permitted separately.

This area-wide **NPDES** permit for the **Whitewater River Region MS4 Permit Area** is being considered for renewal in accordance with Section 402(p) of the **CWA** and all requirements applicable to an **NPDES** permit issued under the issuing authority's discretionary authority. The requirements included in this **MS4 Permit** are consistent with the **CWA**, the federal regulations governing urban **Storm Water** discharges, the **Basin Plan**, the **CWC**, and the **State Board's** Plans and Policies.

8. Coordination with Other Regional Agencies:

In developing **BMPs** and monitoring programs, consultation/coordination with other drainage management entities and other Regional Water Boards is essential. **Regional Water Board** staff will coordinate the program with other Regional Water Boards and other flood control entities/cities on an "as needed" basis. The **MS4 permit**/program process is at approximately the same stage of development in both the Santa Ana and San Diego Regional Water Board areas of the **County**. Common programs, reports, implementation schedules and efforts are desirable and will be utilized to the **MEP**.

9. Existing Facilities and Programs:

Storm Water discharges from urbanized areas consist mainly of surface runoff from residential, commercial, and industrial developments. State-wide, **Constituents of Concern** and significance in **Storm Water** discharges can include: total suspended solids (**TSS**), biochemical oxygen demand (**BOD**), chemical oxygen demand (**COD**), oil and grease (**O&G**), heavy metals, nutrients and organic chemicals such as base/neutral and acid extractables, pesticides and herbicides, and petroleum hydrocarbon components. However, **Whitewater River Region** monitoring data shows that many of these constituents have not been found to be of concern.

To protect the **Beneficial Uses** of **Waters of the State**, **Pollutants** that would cause such **Beneficial Uses** to not be met need to be controlled. Recognizing

O. FACT SHEET

this, and the fact that **Urban Runoff** may contain **Pollutants**, the **Permittees** and the **Regional Water Board** have all agreed that an area-wide **MS4 Permit** is the most effective way to develop and implement a comprehensive **Storm Water** management program in a timely manner. This **MS4 Permit** contains requirements with time schedules that will allow the **Permittees** to continue to address water quality problems potentially caused by **Urban Runoff** through their management programs to reduce **Pollutants** in **Urban Runoff** to the **MEP**.

10. **MS4 Permit** Requirements:

In accordance with **CWA** Section 402(p)(3), as part of a program to reduce the **Pollutants** in **Urban Runoff** to the **MEP**, the **Permittees** have been required to submit existing management plans and programs being implemented or developed in the previous **MS4 Permit** to reduce **Pollutants** in **Urban Runoff**. The **Permittees** will be required to report, review and/or revise the management programs and control measures in accordance with the provisions specified in this **MS4 Permit**.

If existing management programs are not effective in controlling **Pollutant** loading and in achieving the **WQOs** of **Whitewater River Region Receiving Waters**, additional programs shall be developed and implemented upon consultation and approval of the **Executive Officer**.

This **MS4 Permit** also requires the development and implementation of management programs and/or **BMPs** during the life of the **MS4 Permit** such that the quality of **Urban Runoff** discharged can ensure that the **WQOs** of **Whitewater River Region Receiving Waters** can continue to be met. It is also expected that through implementation of these programs and/or **BMPs**, the **Beneficial Uses** of the **Receiving Waters** will continue to be protected.

11. **Basin Plan** and **Beneficial Uses**:

The **Basin Plan** is the basis for the **Regional Water Board's** regulatory programs. The **Basin Plan** was developed and is periodically reviewed and updated in accordance with relevant federal and state law and regulation, including the **CWA** and the **CWC**. As required, the **Basin Plan** designates the **Beneficial Uses** of the **Waters of the State** within the **Whitewater River Region** and specifies **WQOs** intended to protect those uses. (Beneficial uses and **WQOs**, together with an anti-degradation policy, comprise federal **WQSS**). The **Basin Plan** also specifies an implementation plan, which includes certain discharge prohibitions. In general, the **Basin Plan** makes no distinction between wet and dry weather conditions in designating **Beneficial Uses** and setting **WQOs**, i.e., the **Beneficial Uses**, and correspondingly, the **WQOs** are assumed to apply year-round. (Note: In some cases, **Beneficial Uses** for certain surface waters are designated as "I", or intermittent, in recognition of the fact that surface flows (and **Beneficial Uses**) may be present only during wet weather.)

Storm Water flows which are discharged to the **CVSC** in the **Whitewater River Region** are tributary to the Salton Sea. The **Beneficial Uses** of Salton Sea and its tributaries include **MUN**, **AGR**, **IND**, **GWR**, **REC-1**, **REC-2**, **WARM**, **COLD**, **WILD**, and **RARE**. The ultimate goal of this **Urban Runoff** management program is to protect the **Beneficial Uses** of the **Receiving Waters**.

O. FACT SHEET

12. **CWA** Section 303(d) List and **TMDLS**:

Pursuant to Section 303(d) of the **CWA**, the 2010 water quality assessment conducted by the **Regional Water Board** listed one water body within the **Whitewater River Region** under Section 303(d) of the **CWA** as an **Impaired Waterbody**. This is a water body where the designated **Beneficial Uses** are not being met and **WQOs** are being violated. The sources of the impairments may include **POTW** discharges, and runoff from agricultural, **Caltrans** outfalls, Native American Tribal Lands, **Open Space**, and **Non-Point Source** discharges including wildlife, transients and urban land uses. The **Impaired Waterbody** within this **MS4 Permit** is listed for pathogens.

Federal regulations require that a **TMDL** be established for each 303(d) listed waterbody for each of the **Pollutants** causing impairment. The **TMDL** is the total amount of the problem **Pollutant** that can be discharged while **WQSS** in the **Receiving Water** attained, i.e., **WQOs** are met and the **Beneficial Uses** are protected. It is the sum of the individual **WLAs** for **Point Source** inputs, **LAs** for **Non-Point Source** inputs and natural background, with a margin of safety. The **TMDLs** are the basis for limitations established in **WDRs**.

13. Permit Requirements and Provisions:

The legislative history of **Storm Water** statutes (1987 **CWA** Amendments), **USEPA** regulations (40 CFR Parts 122, 123, and 124), and clarifications issued by the **State Board** (**State Board** Orders No. WQ 91-03 and WQ 92-04) indicate that a non-traditional **NPDES** permitting strategy was anticipated for regulating **Urban Runoff**. Due to the economic and technical infeasibility of full-scale end-of-pipe treatments and complexity of **Urban Runoff** quality and quantity, **MS4** permits generally include narrative requirements for the implementation of **BMPs** in place of **Numeric Effluent Limits**.

The requirements in this **MS4 Permit** are meant to specify those management practices, control techniques and system design and engineering methods that will result in **MEP** protection of the **Beneficial Uses** of the **Receiving Waters**. **State Board** Order Nos. WQ 98-01 and WQ 99-05 concluded that **MS4s** must meet the technology-based **MEP** standard and **WQSS** (**WQOs** and **Beneficial Uses**). The U.S. Court of Appeals for the Ninth Circuit, in *Defenders of Wildlife v. Browner*, 191 F.3d 1159 (9th Cir. 1999), subsequently held that strict compliance with **WQSS** in **MS4** permits is not required by the **CWA**, but that such compliance may be included at the discretion of the permitting agency. Any requirements included in the **MS4 Permit** that are more stringent than the federal **Storm Water** regulations are in accordance with **CWC** Section 13377.

The **ROWD** included a discussion of the current status of the **County Urban Runoff** management program and the proposed **Urban Runoff** management programs and policies proposed for the next five years (fourth permit term). This **MS4 Permit** incorporates these documents and specifies performance commitments for specific elements to the **Permittees Urban Runoff** management program.

O. FACT SHEET

The essential components of the **Urban Runoff** management program, as established by federal regulations [40CFR122.26(d)] are (i) Adequate Legal Authority, (ii) Fiscal Resources, (iii) **Storm Water Management Plan (SWMP)** – (Public Information and Participation Program, Industrial/Commercial Facilities Program, Development Planning Program, Development Construction Program, Public Agency Activities Program, **IC/ID** Elimination Program), and (iv) Monitoring and Reporting Program. The major sections in this Order include A. Findings, B. Discharge Prohibitions, C. Allowable **Non-Storm Water** Discharges, D. **Receiving Water Limitations**, E. Specific **Permittee** Requirements, F. **Best Management Practices**, G. Implementation of **Total Maximum Daily Loads**, H. General Provisions, I. Reporting Requirements, J. Notifications, K. Glossary of Terms, L. Monitoring and Reporting, M. Administrative Provisions, and N. Annual Report Form and Submittal Requirements. These programs and policies are intended to improve **Urban Runoff** quality and protect the **Beneficial Uses** of **Receiving Waters** of the **Whitewater River Region**.

14. Rationale for Requirements

- a. Discharge Prohibitions – In accordance with **CWA Section 402(p)(3)(B)(ii)**, this **MS4 Permit** prohibits the discharge of **Non-Storm Water** to the **MS4s**, with few exceptions;
- b. Allowable **Non-Storm Water** Discharges – The specified exceptions are consistent with 40 CFR 122.26(d)(2)(iv)(B)(1). If the **Permittees** determine that any of the exempted **Non-Storm Water** discharges is a significant source of **Pollutants**, the **Permittees** shall prohibit the discharge category from entering the **MS4**, or ensure that appropriate **BMPs** are implemented to the **MEP** to reduce or eliminate **Pollutants** resulting from the discharge. The **Permittees** shall also provide a report to the **Regional Water Board** per Section D. **RECEIVING WATER LIMITATIONS**, Item No. 2.; **Receiving Water Limitations** – **Receiving Water Limitations** are included to ensure that discharges of **Urban Runoff** from **MS4** systems do not exceed, cause or contribute to violations of applicable **WQSs** in **Receiving Waters**. The compliance requirements for **Receiving Water Limitations**, as well as for Discharge Prohibitions and Allowable **Non-Storm Water** Discharges, involve timely implementation of control measures and other actions, as set forth in Part D.2. of this **MS4 Permit**. Such requirements are consistent with applicable **State Board** Orders, and recognize the complexity of **Urban Runoff** management.
- c. Specific **Permittee** Requirements – This section contains specific language on the responsibilities of the Principal and **Co-Permittees**.
 1. The **Principal Permittees** are required to coordinate the overall **Urban Runoff** management program and the **Co-Permittees** are responsible for managing the **Urban Runoff** Program within their jurisdictions as detailed in the **ROWD**, the **Annual Reports** and Order No. R7-2013-0011.

O. FACT SHEET

2. Each **Permittee** is required to obtain adequate legal authority, which authorizes or enables them to implement and enforce the applicable provisions of this **MS4 Permit**. Each **Permittee** has adopted a number of ordinances, to establish legal authority to control discharges to the **MS4s**, and enforces these ordinances³¹ as specified in 40 CFR 122.26(d)(2)(I)(B, C, E, and F). The **Permittees** are required to enforce these ordinances, and take enforcement actions against violators (40 CFR 122.26(d)(2)(iv.)(A-D).
- d. **Best Management Practices** – The federal regulations at 40 CFR 122.26(d)(2)(iv)(A-D) set forth the responsibility of municipalities for control of **Urban Runoff** from third party activities and land uses to their **MS4**. Under the **CWA Section 402(p)**, municipalities are required to reduce the discharge of **Pollutants** from their **MS4s** facilities to the **MEP**. **MEP** is the critical technology-based performance standard that municipalities must attain in order to comply with their **MS4** permits. The **MEP** standard establishes the level of **Pollutant** reductions the municipality must achieve. The **MEP** standard can be achieved by means of implementing **Pollution Prevention** and **Source Control BMPs** (as the first line of defense), subject to the requirement that the **BMPs** be “practicable.” Each **Permittee** is required to implement the programs and **BMPs** to the **MEP** as described in the **SWMP** and this **MS4 Permit**. These programs and **BMPs** include as follows:
1. **IC/ID, Litter, Debris and Trash Control Program** - The **Permittees** have established a program to address **IC/IDs** and a mechanism to respond to spills, leaks and other incidents of discharges to the **MS4**. The **Permittees** are required to continue these programs to ensure that such discharges, if discharged from the **MS4s** do not become a source of **Pollutants** in **Receiving Waters**.
 2. **Commercial/Industrial Program** – This **MS4 Permit** requires the **Permittees** to continue to identify commercial and industrial facilities within their jurisdiction which have potential to contribute substantial **Pollutant** load to **MS4s**. The **Permittees** will continue to maintain the Commercial/Industrial facilities database, and perform inspections at targeted facilities to confirm compliance with respective **Permittee Stormwater Ordinances**. The existing **CAP** program described in Section 3 of the **SWMP** meets the intent of Section F.1.b of this **MS4 Permit**. The **CAP** is an area-wide program, implemented by **DEH** as an extension of its oversight and inspection of industrial and commercial sources for other regulatory programs. Prioritization and inspection frequencies are established by the requirements of **County** environmental health regulations and codes. Where **CAP** Industrial/Commercial inspections indicate that a

³¹The District and CVWD do not govern as municipal authorities over any land areas; therefore, this provision is not applicable to them.

facility is out of compliance with a **Permittee's Storm Water Ordinance**, **Permittee** staff are required to perform a re-inspection.

3. **New Development/Redevelopment** and Construction Activities Program – The **Permittees** are required to develop and implement strategies to ensure that controls are in place to prevent or minimize water quality impacts to the **MEP** for these activities.
 4. Private Construction Activities Program – The **Permittees** shall continue to implement and enforce a program to reduce **Pollutants** in **Urban Runoff** to the **MS4** from construction activities that result in a **Land Disturbance** of greater than or equal to one acre.
 5. **Permittee** Activities Program – The **Permittees** are required to continue to address discharges of **Pollutants** from public agency activities and facilities and inspect and maintain their **MS4** facilities on a developed schedule to ensure protection of **Receiving Waters**; and
 6. Public Education and Outreach Program – The **Permittees** have committed to implement a strategic and comprehensive public education program to maintain the integrity of the **Receiving Waters** to sustain **Beneficial Uses**.
- e. **Total Maximum Daily Loads** – This **MS4 Permit** incorporates the **TMDL** that was adopted for Bacterial Indicators in the **CVSC**. The **Regional Water Board** adopted a **Basin Plan** amendment incorporating the **CVSC** Bacterial Indicators **TMDL** on May 16, 2007, and as modified on June 17, 2010. The **TMDL** was subsequently approved by the **State Board** on July 19, 2011, approved by the Office of Administrative Law on February 2, 2012 and approved by **USEPA** on April 27, 2012.

This **MS4 Permit** includes conditions necessary to implement the **TMDLs** already approved by the **Regional Water Board** consistent with federal regulations at 40 CFR 122.44(d)(vii)(B).

- f. General Provisions – These general provisions were included as part of the previous **MS4 Permit**.
- g. Reporting Requirements – These reporting requirements were included as part of the previous **MS4 Permit**.
- h. Notifications – These notification requirements were included as part of the previous **MS4 Permit**.
- i. Glossary of Terms – The glossary was revised to provide clarity on terms used in this **MS4 Permit**.
- j. Monitoring and Reporting – The key focus of the monitoring and reporting program is to collect data and develop methodologies and assessment tools

O. FACT SHEET

to more effectively understand **Urban Runoff** impacts, if any, to **Whitewater River Region Receiving Waters**.

- k. Administrative Provisions – These administrative provisions were included as part of the previous **MS4 Permit**.
- l. **Annual Report** and Submittal Requirements – These requirements were included as part of the previous permit and reflect new **MS4 Permit** requirements.

15. Anti-degradation Analysis:

The **Regional Water Board** has considered whether a complete anti-degradation analysis, pursuant to 40 CFR 131.12 and **State Board** Resolution No. 68-16, is required for these **Urban Runoff** discharges. The **Regional Water Board** finds that **Pollutant** loading rates to **Receiving Waters** will be reduced with the implementation of the requirements in this **MS4 Permit**. As a result, the quality of **Storm Water** discharges and **Receiving Waters** will be improved, thereby protecting the **Beneficial Uses** of **Waters of the United States**. This is consistent with the federal and state anti-degradation requirements and thus a complete anti-degradation analysis is not necessary.

16. Public Participation:

The **Regional Water Board** is considering the issuance of **WDRs** that will serve as an **NPDES** Permit for **MS4 Permittees**. As a step in the **WDRs** adoption process, the **Regional Water Board** staff has developed tentative **WDRs**. The **Regional Water Board** encourages public participation in the **WDRs** adoption process.

17. Notification of Interested Parties:

The **Regional Water Board** has notified the Dischargers and interested agencies and **Persons** of its intent to prescribe **WDRs** for the discharge and has provided them with an opportunity to submit their written comments and recommendations. Notification was provided through the following newspaper: Desert Sun.

18. Public Workshop:

The **Regional Water Board** recognizes the significance of the **County's "Only Rain Down The Storm Drain" Pollution Prevention** Program and will conduct, participate, and/or assist with at least one workshop every year during the term of this **MS4 Permit** to promote and discuss the progress of the **Urban Runoff** management program. The details of the annual workshop will be published in local newspapers and mailed to interested parties. **Persons** wishing to be included in the mailing list for any of the items related to this **MS4 Permit** may register their name, mailing address and phone number with the **Regional Water Board** office at the address given below.

19. Written Comments:

O. FACT SHEET

The staff determinations are tentative. Interested **Persons** and agencies are invited to submit written comments concerning these tentative **WDRs**. Comments must be submitted either in person or by mail to the **Executive Officer**.

Executive Officer
California Regional Water Quality Control Board
Colorado River Basin Region
73-720 Fred Waring Drive, Suite 100
Palm Desert, CA 92260

To be fully responded to by staff and considered by the **Regional Water Board**, written comments should be received at the **Regional Water Board** office by 5:00 p.m., June 4, 2013.

20. Information and Copying:

The **ROWD**, related documents, tentative **WDRs**, comments received, and other information are on file and may be inspected at the address above at any time between 8:30 a.m. and 4:45 p.m., Monday through Friday. Copying of documents may be arranged through the **Regional Water Board** by calling (760) 346-7491.

21. Register of Interested Persons:

Any **Person** interested in being placed on the mailing list for information regarding the **WDRs** and **NPDES MS4 permit** should contact the **Regional Water Board**, reference this facility, and provide a name, address, and phone number.

22. Public Hearing:

The **Regional Water Board** will hold a public hearing on the tentative **WDRs** during its regular Board meeting on the following date and time and at the following location:

Date: June 20, 2013
Time: 10:00 a.m.
Location: Town of Yucca Valley Community Center- Yucca Room
57090 Twentynine Palms Hwy
Yucca Valley, CA 92284

Interested **Persons** are invited to attend. At the public hearing, the **Regional Water Board** will hear testimony, if any, pertinent to the discharge, **WDRs**, and **MS4 Permit**. Oral testimony will be heard; however, for accuracy of the record, important testimony should be in writing.

Please be aware that dates and venues may change. Our Web address is www.waterboards.ca.gov/coloradoriver where you can access the current agenda for changes in dates and locations.

23. **WDRs** Petitions:

O. FACT SHEET

Any aggrieved person may petition the **State Board** to review the decision of the **Regional Water Board** regarding the final **WDRs**. The petition must be submitted within 30 days of the **Regional Water Board's** decision to the following address:

State Water Resources Control Board
Office of Chief Counsel
P.O. Box 100
Sacramento, CA 95812-0100

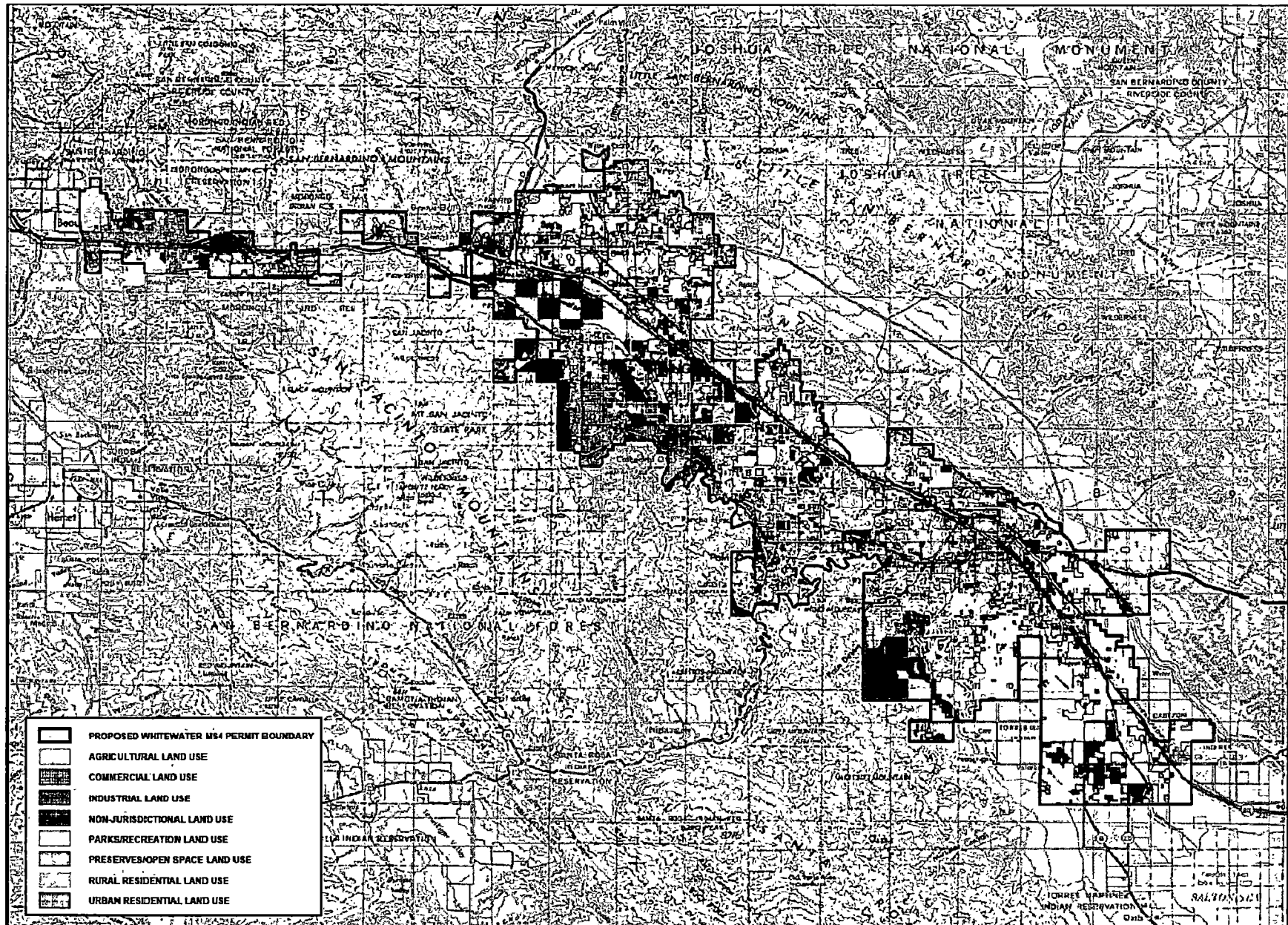
24. Additional Information

Requests for additional information or questions regarding this **MS4 Permit** should be directed to Anders Wistrom at (760) 776-8964.

Persons wishing further information may also write to the following address:

California Regional Water Quality Control Board
Colorado River Basin Region
73-720 Fred Waring Drive, Suite 100
Palm Desert, CA 92260
or call the **Regional Water Board** at (760) 346-7491

ATTACHMENT A – SITE MAP



ATTACHMENT A – SITE MAP

ATTACHMENT B – PROGRAM DATABASES

260

[illegible]

[illegible]

ATTACHMENT C – STATE BOARD MINIMUM LEVELS

SWRCB Minimum Levels in ppb (µg/L)

The Minimum Levels (MLs) in this appendix are for use in reporting and compliance determination purposes in accordance with section 2.4 of the State Implementation Policy. These MLs were derived from data for priority pollutants provided by State certified analytical laboratories in 1997 and 1998. These MLs shall be used until new values are adopted by the SWRCB and become effective. The following table presents MLs for one major chemical grouping: inorganics.

Table C-1 Inorganics

Table C-3 – INORGANICS*	FAA	GFAA	ICP	ICPMS	SPGFAA	HYDRIDE	CVAA	COLOR	DCP
Antimony	10	5	50	0.5	5	0.5			1,000
Arsenic		2	10	2	2	1		20	1,000
Beryllium	20	0.5	2	0.5	1				1,000
Cadmium	10	0.5	10	0.25	0.5				1,000
Chromium (total)	50	2	10	0.5	1				1,000
Chromium VI	5							10	
Copper	25	5	10	0.5	2				1,000
Cyanide								5	
Lead	20	5	5	0.5	2				10,000
Mercury				0.5			0.2		
Nickel	50	5	20	1	5				1,000
Selenium		5	10	2	5	1			1,000
Silver	10	1	10	0.25	2				1,000
Thallium	10	2	10	1	5				1,000
Zinc	20		20	1	10				1,000

* The normal method-specific factor for these substances is 1; therefore, the lowest standard concentration in the calibration curve is equal to the above ML value for each substance.

Techniques:

GC - Gas Chromatography

GCMS - Gas Chromatography/Mass Spectrometry

HRGCMS - High Resolution Gas Chromatography/Mass Spectrometry (i.e., EPA 1613, 1624, or 1625)

LC - High Pressure Liquid Chromatography

FAA - Flame Atomic Absorption

GFAA - Graphite Furnace Atomic Absorption

HYDRIDE - Gaseous Hydride Atomic Absorption

CVAA - Cold Vapor Atomic Absorption

ICP - Inductively Coupled Plasma

ICPMS - Inductively Coupled Plasma/Mass Spectrometry

SPGFAA - Stabilized Platform Graphite Furnace Atomic Absorption (i.e., EPA 200.9)

DCP - Direct Current Plasma

COLOR – Colorimetric

ATTACHMENT D – ANNUAL REPORT FORMS

CERTIFICATION STATEMENT

WHITEWATER RIVER WATERSHED MUNICIPAL STORMWATER NPDES PERMIT
(NPDES NO. CAS 617002)
COLORADO RIVER REGIONAL BOARD ORDER NO. R7-2013-0011

ANNUAL REPORTING FORMS FOR FISCAL YEAR

Whitewater Municipal Stormwater Permit requires each Permittee to include a certification statement signed by a duly authorized representative of his/her respective agency with the Annual and/or Monitoring Report(s) submittal.

Contact Person:
Prepared By:
Telephone:
Date

Annual Report Certification

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature

Typed/Printed Name

Title

Date

Program Management

Goals

- I Identify staff managing permit compliance program
- II Permittee participation in managing regional programs
- III Certify adequate legal authority to implement and enforce each requirement in 40 CFR Section 122.26(d)(2)(i)(A-F) and the 2013 MS4 Permit

Goal Addressed	Program Element Assessment Request	Response	Additional Information Requested or Provided	2013 MS4 Permit Section(s)
I	Primary point of contact/responsibility identified? (official authorized to certify compliance)	Yes	Name: Title: Telephone: Email: Primary Point of Contact. Title: Telephone: Email:	
I - II	Is at least one representative designated for the Desert Task Force? Provide the name and contact information of the representative.	Yes	Name: Title: Telephone: Email:	E 3.f
I	Provide contact name(s) identifying who should be contacted to coordinate enforcement activities and inspection activities	-		
III	<u>For FY 14-15:</u> Have you submitted a statement (signed by legal counsel) certifying legal authority to implement and enforce the applicable provisions of Order No. R7-2013-0011?			E 4. - E.5
III	<u>For FY 14-15:</u> If you answered no to the question above, did you provide an implementation schedule as an attachment to this Annual Report which identifies the legal changes necessary to enable your agency to obtain the requisite legal authority to fully implement and enforce the applicable provisions of Order No. R7-2013-0011?			E.4 - E.5

Detection and Elimination of Illicit Discharges & Connections Program

Program Goals

- I Reduce the discharge of trash and debris from respective MS4s to Receiving Waters
- II Confirm that IC/ID reports are reviewed and responded to in a timely manner
- III Ensure that confirmed IC/ID events are expeditiously eliminated

Goal Addressed	Program Element Assessment Request	Response	Additional Information Requested or Provided	2013 MS4 Permit Section(s)
I - III	Provide a brief narrative summary of IC/ID program accomplishments or issues encountered during the reporting year, if any			F.1 a
I	Provide a brief summary of trash and debris removal activities conducted during the reporting year.			F 1 a i
II	Provide the total number of IC/ID complaints received during the reporting year			F.1 a ii - iii, F 1 a vii - ix
II	Provide the total number of IC/ID cases that required investigation/response during the reporting year			F 1 a ii - iii, F.1 a.ix, F 1 a xi
III	Provide the total number and type of enforcement actions resulting from IC/ID complaints during the reporting year			F 1 a ix - x
II - III	Provide the number of spills requiring notification to Cal EMA Attach a report for each spill reported by Permittee staff to Cal EMA			F 1 a xi, F 1 a xiii, F 1 a xv
I - III	Provide a summary of MS4 facilities which were inspected during the reporting year, include types of facilities inspected (e.g. channel, Major Outfall, catch basin, etc.)			F 1 a vii - F 1 a ix
I - III	To the best of your knowledge, did your IC/ID Detection and Elimination Program achieve the program goals stated above?			F.1.a.v, F 1 a xx - xxi
I - III	If you answered No to the question above, review applicable activities and BMPs to identify any modifications which may be needed to improve program effectiveness Have you attached a work plan and schedule to this Annual Report which addresses proposed program modifications?			F 1 a xxi

Commercial-Industrial Facilities Program

Program Goals

- I Maintain an updated database of Commercial & Industrial Facilities
- II Confirm that targeted commercial/industrial facilities have implemented BMPs that comply with respective Permittee Stormwater ordinances
- III Implement enforcement measures as necessary to reduce the occurrence and recurrence of violations of Permittee stormwater ordinances from commercial/industrial facilities

Goal Addressed	Program Element Assessment Request	Response	Additional Information Requested or Provided	2013 MS4 Permit Section(s)
I	Has the standardized commercial and industrial database been implemented to track inspection activities?			F 1 b i - ii, F 1 b vii 1
I - II	Provide the total number of commercial and industrial facilities inspected during the reporting year			F 1 b ii - iv
II	Provide the total number of commercial and industrial facilities requiring re-inspection by your agency			F.1 b iv
III	Provide the total number and type of enforcement actions issued to Commercial and/or Industrial facilities during the reporting year			F 1 b iv - v
I-IV	To the best of your knowledge, did your Commercial/Industrial Program achieve the program goals stated above?			F 1 b x
I - IV	If you answered No to the question above, review applicable activities and BMPs to identify any modifications which may be needed to improve program effectiveness. Have you attached a work plan and schedule to this Annual Report which addresses proposed program modifications?			F 1 b xi

New Development/Redevelopment Program

Program Goals

- I Confirm that WQMPs are in place at "Priority Development/Redevelopment Projects" to prevent or minimize water quality impacts to the MEP
- II Encourage the use of Low Impact Development (Site Design) BMPs to address the Treatment Control requirement for "Priority Development/Redevelopment Projects"
- III Confirm that "Other Development Projects" are conditioned to require implementation of Source Control BMPs

Goal Addressed	Program Element Assessment Request	Response	Additional Information Requested or Provided	2013 MS4 Permit Section(s)
I	Provide the total number of projects that were conditioned for WQMPs during the reporting year			F 1 c ii.3, F.1 c iii - v
I - II	What percent of projects requiring WQMPs met the measurable goal of achieving the Treatment Control BMP requirement through the use of Site Design/LID BMPs?			F 1 cv 2 c, F 1 cv 5 a - b
III	Provide a summary of "Other Development Projects" that were conditioned to require implementation of Source Control BMPs during the reporting year			F 1 c ii 1, F.1 cv 3
I-III	To the best of your knowledge, did your New Development/Redevelopment Program achieve the program goals stated above?			F 1 c x
I - III	If you answered No to the question above, review applicable activities and BMPs to identify any modifications which may be needed to improve program effectiveness Have you attached a work plan and schedule to this Annual Report which addresses proposed program modifications?			F 1 c xi

Construction Activities Program

Program Goals

- I Maintain an updated database of active construction sites, which includes categorization of sites by priority
- II Perform inspections to confirm construction site compliance with Permittee Stormwater Ordinance
- III Implement enforcement measures as necessary to reduce the occurrence and recurrence of violations of Permittee Stormwater Ordinances

Goal Addressed	Program Element Assessment Request	Response	Additional Information Requested or Provided	2013 MS4 Permit Section(s)
I	Has the standardized construction site database been implemented to track inspection activities?			F.1 d vii 1.
II	Provide the total number of construction site inspections that were conducted, pursuant to 2013 MS4 Permit Section F.1.d ii 4., by your agency during the reporting year			F.1 d ii 4, F 1 d iii
II - III	Provide the total number and type of enforcement action(s), including referrals to the Regional Board, issued on construction sites within your jurisdiction during the reporting year;			F 1 d ii 4, F 1 d.iv - v
I-III	To the best of your knowledge, did your Construction Activities program achieve the program goals stated above?			F 1 d x

Permittee Facilities and Activities Program

Program Goals

I	Maintain a current map of MS4 Outfalls, Receiving Waters and the MS4 Permit Boundary			
II	For facilities with outdoor materials storage or maintenance areas: confirm that BMPs described in each facility's Municipal Facility Pollution Prevention Plans are implemented			
III	Confirm that basins, inlets and open channels that are part of the Permittee's MS4 are maintained on the schedule developed by the Permittee			
Goal Addressed	Program Element Assessment Request	Response	Additional Information Requested or Provided	2013 MS4 Permit Section(s)
I	Have you ensured that the MS4 Permit boundary engulfs all urbanized areas around your jurisdiction, reviewed your MS4 Outfalls and confirmed that the WWR Region map is current as it applies to your jurisdictional area?			E 3 c , F 1 e v 1
II	Provide the total percentage of facilities requiring Municipal Facility Pollution Prevention Plans that were inspected during the reporting year			F 1 e ii
II	Provide a narrative summary of the results of municipal facility inspections, including a summary of deficiencies noted and corrective actions taken, if any			F.1 e ii
III	Did your agency conduct maintenance of its MS4 facilities on a developed schedule? Provide a summary of MS4 facilities which were maintained during the reporting year, include types of facilities maintained (e g channel, inlet, Major Outfall, basin, etc)			F.1 e v.2 - 3
I-III	To the best of your knowledge, did your Permittee Facilities and Activities program achieve the program goals stated above?			F 1 e x
I - III	If you answered No to the question above, review applicable activities and BMPs to identify any modifications which may be needed to improve program effectiveness Have you attached a work plan and schedule to this Annual Report which addresses proposed program modifications?			F 1 e xi

Public Education and Outreach Program

Goals

- I Conduct education/outreach to the general public on the impacts of improper disposal of pollutants into MS4s
- II Develop and distribute targeted BMP guidance for specific pollutants and residential and business activities
- III Confirm that Permittee employees are trained to implement MS4 Permit compliance programs

Goal Addressed	Program Element Assessment Request	Response	Additional Information Requested or Provided	2013 MS4 Permit Section(s)
I - III	Provide a narrative summary of accomplishments or issues associated with your Public Education/Outreach program during the reporting year, if any			F 1 f
I - II	Provide the number of outreach events that your program conducted during the reporting year by type (construction, industrial, residential, New Development, schools, general public, etc), include approximate attendance(s) where applicable			F 1 f i - v
I - II	Are public education materials made available to the public? Provide a summary, and provide numbers of materials distributed, where feasible			F 1 f i - v
III	Were Maintenance, Industrial/Commercial, New Development/Redevelopment, and/or Construction staff trained during the reporting year? Provide the number of staff trained by department or function, and include training dates Attach a table if necessary			F 1 f vi
I - III	To the best of your knowledge, did your Public Education and Outreach program achieve the program goals stated above?			F 1 f x
I - III	If you answered No to the question above, review applicable activities and BMPs to identify any modifications which may be needed to improve program effectiveness Have you attached a work plan and schedule to this Annual Report which addresses proposed program modifications?			F 1 f xi

CITY COUNCIL AGENDA

DATE: May 13, 2014

TO: Honorable Mayor and City Council

FROM: Fred Mason, Electric Utility Director

SUBJECT: Resolution 2014-31 Approving the Purchase of the Property Located at 215 E. Barbour Street, Banning, California, from Pristine Builders, Inc.

RECOMMENDATION: The City Council approve the purchase of the property located at 215 E. Barbour Street, Banning, California, from Pristine Builders, Inc., in an amount not to exceed Seventy-five Thousand Five Hundred Dollars (\$75,500) plus up to \$2,000 paid towards Seller's Closing Costs. The acceptance of the City's final offer by Pristine Builders is attached herewith as Exhibit "A".

BACKGROUND: The City's Corporate Yard "City Yard" is located at 176 E. Lincoln Street and is bordered by Lincoln Street to the north, San Gorgonio Avenue to the west, Barbour Street to the south and the Banning Unified School District's Corporate Yard to the east. There are about a dozen residential properties that border the City Yard on the south side. Staff had previously been given direction to try and acquire these properties, when feasible, to plan for current and future needs at the City Yard.

The City Yard houses the Electric Utility, Fleet Maintenance, Transit, Streets & Parks, and a portion of the Water Utility operations. Currently all the departments are operating adequately in the available space, although things can get tight when the Electric Utility receives shipments of power poles, light standards and other large items. However, as Banning develops and grows over the next few decades, the current space at the City Yard will not be sufficient.

The above referenced property is .39 acres or 16, 988 sf and actually protrudes into the City Yard. An aerial view of the City Yard with the proposed property highlighted is attached as Exhibit "B" for your reference. Acquiring the property will increase the usable space of the City Yard and improve the functionality of the existing space.

Staff discovered the property was potentially available for purchase and contacted the owners to discuss the possibility of acquiring it. After several months of negotiations, and separate appraisals being completed by both the City and the property owner, a final price of \$75,500 was agreed upon, with the City agreeing to pay up to \$2,000 toward the Seller's Closing Costs. Staff believes that the final price is fair and equitable for both parties. The Seller is asking for an escrow of 30 days or less.

Staff is recommending that the City Council approve the purchase of the property and authorize Staff to proceed with the necessary activities to complete the purchase transaction.

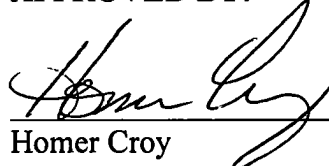
FISCAL DATA: The cost of the property is \$75,500 with up to \$2,000 paid towards the Seller's Closing Costs, for a total amount of \$77,500. An appropriation from the Electric Improvement Fund is required to cover the full cost of \$77,500.

RECOMMENDED BY:



Fred Mason
Electric Utility Director

APPROVED BY:



Homer Croy
Interim City Manager

REVIEWED BY:



June Overholt
Administrative Services Director/
Deputy City Manager

RESOLUTION NO 2014-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE PURCHASE OF THE PROPERTY LOCATED AT 215 E. BARBOUR STREET, BANNING, CALIFORNIA, FROM PRISTINE BUILDERS, INC.

WHEREAS, the City of Banning owns and operates its Municipal Electric Utility; and

WHEREAS, the City's Electric Utility operations are conducted out of the Corporate Yard, located at 176 E. Lincoln Street; and

WHEREAS, seeks to expand the Corporate Yard for current and future needs; and

WHEREAS, the property located at 215 E. Barbour Street, APN's 541-260-030-5, 541-260-031-6, 541-260-040-4, 541-260-043-7, and 541-260-045-9, which is adjacent to the south side of the Corporate Yard, will provide additional useable space for City operations; and

WHEREAS, Staff and the property owners, Pristine Builders, negotiated in good faith and came to an agreed upon selling price of \$75,500 with an additional \$2,000 paid towards the Seller's Closing Costs; and

WHEREAS, an appropriation in the amount of \$77,500 from the Electric Improvement Fund is necessary in order to cover the cost of the property;

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

SECTION 1. Adopt Resolution No. 2014-31, approving the purchase transaction between Pristine Builders, Inc. and the City of Banning, in the amount of \$77,500, for the purchase of the property located at 215 E. Barbour Street, Banning, California, and authorize the Interim City Manager, or his designee, to execute the necessary documents to complete said transaction.

SECTION 2. Authorize the Administrative Services Director to complete the necessary account transfers as required for the completion of said purchase.

PASSED, APPROVED AND ADOPTED this 13th day of May, 2014.

Deborah Franklin, Mayor
City of Banning

**APPROVED AS TO FORM AND
LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

ATTEST:

Marie A. Calderon, City Clerk

CERTIFICATION

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-31 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of May, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning, California

Exhibit A

Pristine Builders

700 E. Redlands Blvd., #U318 Redlands, CA 92373
(909) 335-1309 Fax (909) 335-2303
pristinebuilder@aol.com

May 7, 2014

Mr. Fred Mason
Electric Utility Director
City of Banning
176 E. Lincoln
Banning, CA 92220

RE: 215 E. Barbour Street, Banning CA 92220
APN'S 541-260-030-5; 541-260-031-6; 541-260-040-4; 541260-043-7; 541-260-045-9

Dear Mr. Mason:

This correspondence is to confirm acceptance of the City of Banning's final offer to purchase the abovementioned parcels for \$75,500 plus \$2,000 to be credited for Pristine Builder's (Seller) closing costs. Please include a closing date for (30) thirty days or sooner.

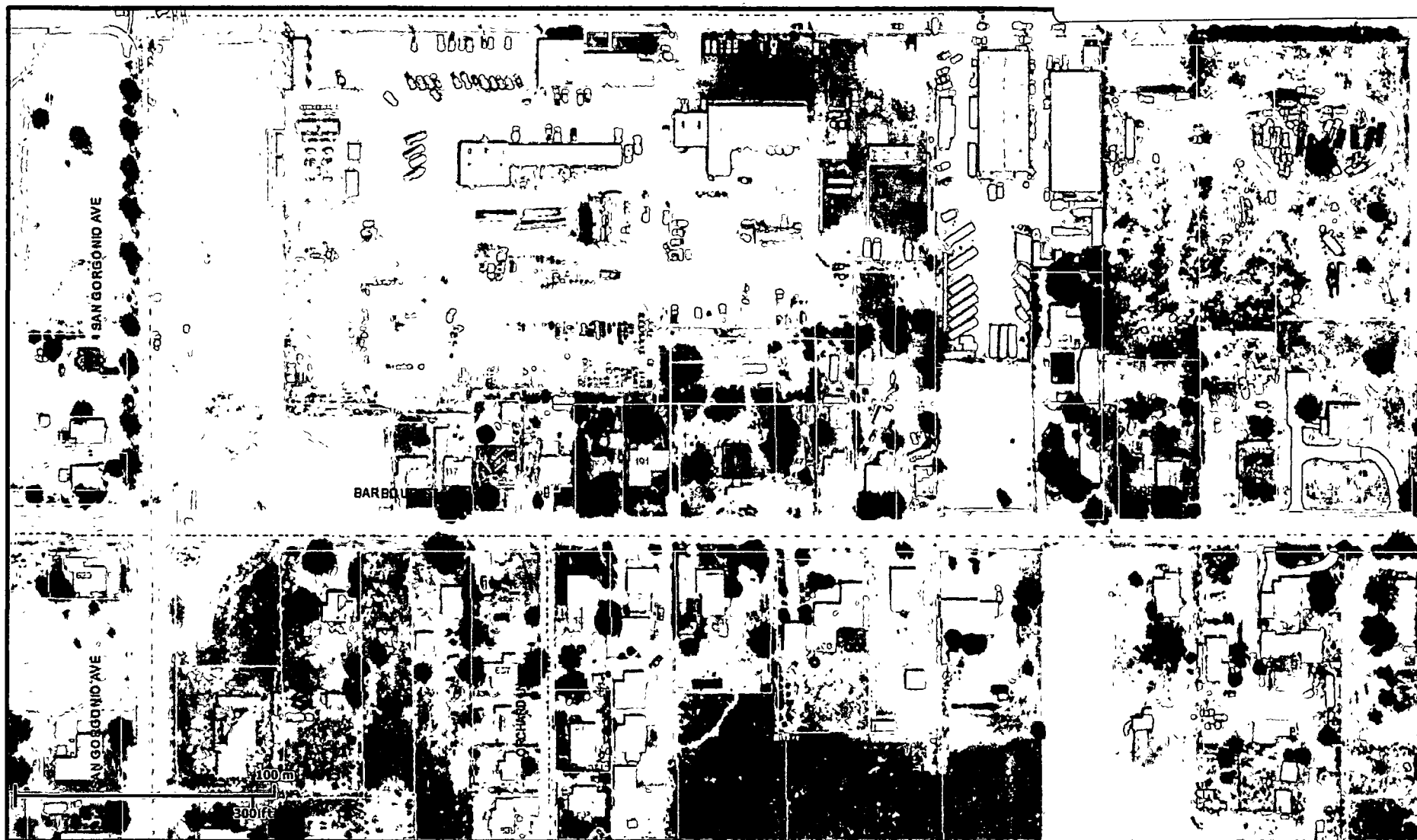
Sincerely,



Hector Labastida
President

541-260-030; -031; -040; -043, -045

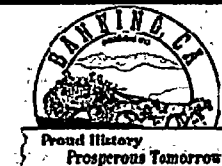
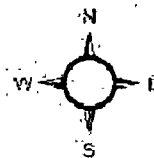
Exhibit B



1" = 188 ft

Parcel Merger
No. 14-40101

01/27/2014



This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Banning staff for the most up-to-date information.

280

CITY COUNCIL AGENDA

Date: May 13, 2014

TO: City Council

FROM: June Overholt, Administrative Services Director

SUBJECT: Approval of Accounts Payable and Payroll Warrants for Month of February 2014

RECOMMENDATION: The City Council review and ratify the following reports per the California Government Code.

FISCAL DATA: The reports in your agenda packet cover "Expenditure Disbursements" and "Payroll Expenses" for the month of February 2014.

The reports are:

Expenditure approval lists	
February 6, 2014	140,761.33
February 13, 2014	518,338.69
February 20, 2014	215,059.63
February 27, 2014	448,161.28
May 7, 2014	2,028,435.34 (February Month End)
Payroll check registers	
February 7, 2014	4,342.73
February 21, 2014	4,186.12
Payroll direct deposits*	
February 7, 2014	265,084.13
February 21, 2014	250,064.73

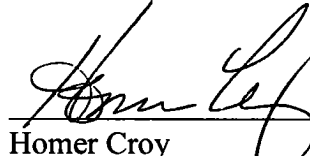
As you review the reports, if you have any questions please contact the Finance Department so that we can gather the information from the source documents and provide a response.

Report Prepared by: Jenna Harrell, Accounts Payable

RECOMMENDED BY:


June Overholt
Administrative Services Director

APPROVED BY:


Homer Croy
Interim City Manager

CITY of BANNING

Fund/Department Legend

Fund/Department Legend

0001 General Fund Departments

0001 – General
 1000 – City Council
 1200 – City Manager
 1300 – Human Resources
 1400 – City Clerk
 1500 – Elections
 1800 – City Attorney
 1900 – Fiscal Services
 1910 – Purchasing & A/P
 2060 – TV Government Access
 2200 – Police
 2210 – Dispatch
 2279 – TASIN – SB621 (Police)
 2300 – Animal Control
 2400 – Fire
 2479 – TASIN – SB621 (Fire)
 2700 – Building Safety
 2740 – Code Enforcement
 2800 – Planning
 3000 – Engineering
 3200 – Building Maintenance
 3600 – Parks
 4000 – Recreation
 4010 – Aquatics
 4050 – Senior Center
 4060 – Sr. Center Advisory Board
 4500 – Central Services
 4800 – Debt Service
 5400 – Community Enhancement

All Other Funds

002 – Developer Deposit Fund
 003 – Riverside County MOU
 100 – Gas Tax Street Fund
 101 – Measure A Street Fund
 103 – SB 300 Street Fund
 104 – Article 3 Sidewalk Fund
 110 – CDBG Fund
 111 – Landscape Maintenance
 132 – Air Quality Improvement Fund
 140 – Asset Forfeiture/Police Fund
 148 – Supplemental Law Enforcement
 149 – Public Safety Sales Tax Fund
 150 – State Park Bond Fund
 190 – Housing Authority Fund
 200 – Special Donation Fund
 201 – Sr. Center Activities Fund
 202 – Animal Control Reserve Fund
 203 – Police Volunteer Fund

204 – D.A.R.E. Donation Fund
 300 – City Administration COP Debt Service
 360 – Sun Lakes CFD #86-1
 365 – Wilson Street #91-1 Assessment Debt
 370 – Area Police Computer Fund
 375 – Fair Oaks #2004-01 Assessment Debt
 376 – Cameo Homes
 400 – Police Facilities Development
 410 – Fire Facilities Development
 420 – Traffic Control Facility Fund
 421 – Ramsey/Highland Home Road Signal
 430 – General Facilities Fund
 441 – Sunset Grade Separation Fund
 444 – Wilson Median Fund
 451 – Park Development Fund
 470 – Capital Improvement Fund
 475 – Fair Oaks #2004-01 Assessment District
 600 – Airport Fund
 610 – Transit Fund
 660 – Water Fund
 661 – Water Capital Facilities
 662 – Irrigation Water Fund
 663 – BUA Water Capital Project Fund
 669 – BUA Water Debt Service Fund
 670 – Electric Fund
 672 – Rate Stability Fund
 673 – Electric Improvement Fund
 674 – '07 Electric Revenue Bond Project Fund
 675 – Public Benefit Fund
 678 – '07 Electric Revenue Bond Debt Service Fund
 680 – Wastewater Fund
 681 – Wastewater Capital Facility Fund
 682 – Wastewater Tertiary
 683 – BUA Wastewater Capital Project Fund
 685 – State Revolving Loan Fund
 689 – BUA Wastewater Debt Service Fund
 690 – Refuse Fund
 700 – Risk Management Fund
 702 – Fleet Maintenance
 703 – Information Systems Services
 761 – Utility Billing Administration
 805 – Redevelopment Obligation Retirement Fund
 810 – Successor Housing Agency
 830 – Debt Service Fund
 850 – Successor Agency
 855 – 2007 TABS Bond Proceeds
 856 – 2003 TABS Bond Proceeds
 857 – 2003 TABS Bond Proceeds Low/Mod
 860 – Project Fund

CITY COUNCIL AGENDA

Date: May 13, 2014
TO: City Council
FROM: June Overholt, Administrative Services Director
SUBJECT: Approval of Accounts Payable and Payroll Warrants for Month of March 2014

RECOMMENDATION: The City Council review and ratify the following reports per the California Government Code.

FISCAL DATA: The reports in your agenda packet cover "Expenditure Disbursements" and "Payroll Expenses" for the month of March 2014.

The reports are:

Expenditure approval lists

March 6, 2014	1,017,652.56
March 13, 2014	373,506.23
March 20, 2014	789,005.02
March 27, 2014	122,524.04
May 7, 2014	1,958,033.01 (March Month End)

Payroll check registers

March 7, 2014	4,309.59
March 21, 2014	4,978.66
March 24, 2014	2,382.70 ⁽¹⁾
March 26, 2014	16,095.60 ⁽¹⁾

Payroll direct deposits*

March 7, 2014	272,469.49
March 21, 2014	255,569.11

As you review the reports, if you have any questions please contact the Finance Department so that we can gather the information from the source documents and provide a response.

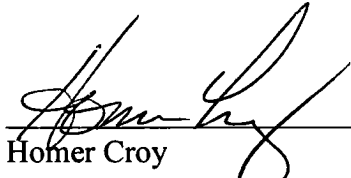
(1) Due to positive pay reporting, manual checks must be reported in the accounting system separately from the weekly check register.

Report Prepared by: Jenna Harrell, Accounts Payable

RECOMMENDED BY:


June Overholt
Administrative Services Director

APPROVED BY:


Homer Croy
Interim City Manager

CITY of BANNING

Fund/Department Legend

Fund/Department Legend

0001 General Fund Departments

0001 – General
 1000 – City Council
 1200 – City Manager
 1300 – Human Resources
 1400 – City Clerk
 1500 – Elections
 1800 – City Attorney
 1900 – Fiscal Services
 1910 – Purchasing & A/P
 2060 – TV Government Access
 2200 – Police
 2210 – Dispatch
 2279 – TASIN – SB621 (Police)
 2300 – Animal Control
 2400 – Fire
 2479 – TASIN – SB621 (Fire)
 2700 – Building Safety
 2740 – Code Enforcement
 2800 – Planning
 3000 – Engineering
 3200 – Building Maintenance
 3600 – Parks
 4000 – Recreation
 4010 – Aquatics
 4050 – Senior Center
 4060 – Sr. Center Advisory Board
 4500 – Central Services
 4800 – Debt Service
 5400 – Community Enhancement

All Other Funds

002 – Developer Deposit Fund
 003 – Riverside County MOU
 100 – Gas Tax Street Fund
 101 – Measure A Street Fund
 103 – SB 300 Street Fund
 104 – Article 3 Sidewalk Fund
 110 – CDBG Fund
 111 – Landscape Maintenance
 132 – Air Quality Improvement Fund
 140 – Asset Forfeiture/Police Fund
 148 – Supplemental Law Enforcement
 149 – Public Safety Sales Tax Fund
 150 – State Park Bond Fund
 190 – Housing Authority Fund
 200 – Special Donation Fund
 201 – Sr. Center Activities Fund
 202 – Animal Control Reserve Fund
 203 – Police Volunteer Fund

204 – D.A.R.E. Donation Fund
 300 – City Administration COP Debt Service
 360 – Sun Lakes CFD #86-1
 365 – Wilson Street #91-1 Assessment Debt
 370 – Area Police Computer Fund
 375 – Fair Oaks #2004-01 Assessment Debt
 376 – Cameo Homes
 400 – Police Facilities Development
 410 – Fire Facilities Development
 420 – Traffic Control Facility Fund
 421 – Ramsey/Highland Home Road Signal
 430 – General Facilities Fund
 441 – Sunset Grade Separation Fund
 444 – Wilson Median Fund
 451 – Park Development Fund
 470 – Capital Improvement Fund
 475 – Fair Oaks #2004-01 Assessment District
 600 – Airport Fund
 610 – Transit Fund
 660 – Water Fund
 661 – Water Capital Facilities
 662 – Irrigation Water Fund
 663 – BUA Water Capital Project Fund
 669 – BUA Water Debt Service Fund
 670 – Electric Fund
 672 – Rate Stability Fund
 673 – Electric Improvement Fund
 674 – '07 Electric Revenue Bond Project Fund
 675 – Public Benefit Fund
 678 – '07 Electric Revenue Bond Debt Service Fund
 680 – Wastewater Fund
 681 – Wastewater Capital Facility Fund
 682 – Wastewater Tertiary
 683 – BUA Wastewater Capital Project Fund
 685 – State Revolving Loan Fund
 689 – BUA Wastewater Debt Service Fund
 690 – Refuse Fund
 700 – Risk Management Fund
 702 – Fleet Maintenance
 703 – Information Systems Services
 761 – Utility Billing Administration
 805 – Redevelopment Obligation Retirement Fund
 810 – Successor Housing Agency
 830 – Debt Service Fund
 850 – Successor Agency
 855 – 2007 TABS Bond Proceeds
 856 – 2003 TABS Bond Proceeds
 857 – 2003 TABS Bond Proceeds Low/Mod
 860 – Project Fund

CITY COUNCIL AGENDA

Date: May 13, 2014

TO: City Council

FROM: June Overholt, Administrative Services Director/Deputy City Manager

SUBJECT: Report of Investments for March 2014

RECOMMENDATION: The City Council receive and file the monthly *Report of Investments*.

JUSTIFICATION: State law requires that a monthly report of investments be submitted to the Governing Legislative Body.

BACKGROUND/ANALYSIS: This report includes investments on hand at the end of March 2014. As of March 31, 2014, the City's operating funds totaled \$72,260,679. Included in Successor Agency operating funds is \$744,750 of restricted CRA bond proceeds that are on deposit with LAIF and reflected separately on the Summary Schedule.

As of March 31, 2014 approximately 39% of the City's unrestricted cash balances were invested in investments other than LAIF.

The March Investment Report includes the following documents:

- Summary Schedule of Cash and Investments
- Operational Portfolio Individual Investments
- Individual Investments with Fiscal Agent
- Investment Report Supplemental Information

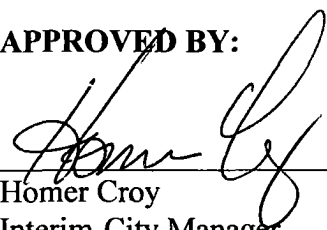
Staff is reviewing the strategy for utilizing an investment advisor with the Budget & Finance Council Sub-committee. Preliminary review indicates this approach may not be cost effective or provide the return on investment expected.

FISCAL DATA: The latest reports from the State indicate that the average interest achieved by the Local Agency Investment Fund (LAIF) was 0.236% in March, which showed no change from February. The average rate for all investments in March was 0.375%.

RECOMMENDED BY:


June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:


Homer Croy
Interim-City Manager

Summary Schedule of Cash and Investments**Operating Funds**Petty CashAmount

3,705

Bank Accounts

Wells Fargo Bank
 Bank of America-Airport
 Bank of America-Parking Citations
 Bank of America-CNG Station

Interest

RateAmount

0.000% 817,325
 0.300% 4,467
 0.300% 3,170
 0.300% 3,612

Money Market and Bank Account Sub-Total

828,574

Government Pools

Account #1 Operating Amount 41,292,415
 Account #1 CRA Bond Cash Bal. 744,750

Local Agency Investment Fund: Account #1

0.236% 42,037,165

Account #2 Sucessor Agency Cash Bal 0

Local Agency Investment Fund: Account #2

0.236% 0*Government Pool Sub-Total*42,037,165**Operating Cash Balance****42,869,444**Restricted Operating Funds

Riverside Public Utilities- Highmark U.S. Government Money Market Fund

0.010%

1,535,456

California ISO Corp- Union Bank

100,163

Worker's Compensation Program- (PERMA)

2,007,104

Other Investments

Investments-US Bank/Piper Jaffray - See Page 2

0.613%

25,748,512

*Operating Funds Total*72,260,679**Fiscal Agent**

US Bank

Amount35,330,877*Fiscal Agent Total*35,330,877

City of Banning Investment Report

March 31, 2014

Operational Portfolio Individual Investments

Par Value	Investment Description	Coupon Rate	Interest Rate	Maturity Date	Purchase Date	Date	Discount or (Premium) Amortization	Market Value	
<u>Bank Accounts</u>									
817,325	Wells Fargo Bank-Operating	n/a	0.00%	daily	varies	817,325	n/a	817,325	
-	Wells Fargo Bank-Investment Acct	n/a	0.10%	daily	varies	-	n/a	-	
4,467	Bank of America-Airport	n/a	0.30%	daily	varies	4,467	n/a	4,467	
3,170	Bank of America-Parking Citations	n/a	0.30%	daily	varies	3,170	n/a	3,170	
3,612	Bank of America-Parking Citations	n/a	0.30%	daily	varies	3,612	n/a	3,612	
Sub-total								828,574	
<u>Government Pools</u>									
42,037,165	L.A.I.F. account #1	n/a	0.236%	daily	varies	42,037,165	n/a	42,037,165	
0	L.A.I.F. account #2	n/a	0.236%	daily	varies	0	n/a	0	
								42,037,165	
<u>Investments-US Bank/Piper Jaffray</u>									
3,000,000	Federal Home Loan Bks	n/a	0.500%	4/11/2016	4/11/2013	3,000,000		2,994,240	
1,000,000	FHLMC Mtn	n/a	0.570%	6/20/2016	6/6/2013	1,000,000		998,480	
1,000,000	FNMA	n/a	0.750%	12/19/2016	6/19/2013	1,000,000		996,890	
1,000,000	FNMA Deb	n/a	0.550%	6/6/2016	6/20/2013	1,000,000		998,650	
3,000,000	FNMA	n/a	1.125%	1/30/2017	7/30/2013	3,000,000		3,008,220	
3,000,000	Federal Farm Credits Bks	n/a	0.940%	7/15/2016	7/15/2013	3,000,000		3,005,190	
2,000,000	FHLMC Mtn	n/a	0.250%	6/24/2016	12/24/2013	2,000,000		2,000,360	
2,000,000	FHLMC Mtn	n/a	0.500%	6/27/2016	12/27/2013	2,000,000		1,997,000	
2,000,000	FHLMC Mtn	n/a	0.750%	12/27/2016	12/27/2013	2,000,000		1,993,420	
2,000,000	Federal Home Loan Bks	n/a	0.700%	12/27/2016	3/27/2014	2,000,000		1,991,920	
2,000,000	Federal Home Loan Bks	n/a	0.900%	3/27/2017	3/27/2014	2,000,000		1,993,840	
3,770,302	Money Market	n/a	0.010%	daily	varies	3,770,302	0	3,770,302	
US Bank/Piper Jaffray Average Rate=			0.613%						25,748,512

Average Rate All= 0.375%

It has been verified that this investment portfolio is in conformity with the City of Banning's investment policy which was approved by the City Council on September 24, 2013. The Treasurer's cash management program provides sufficient liquidity to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 290 days and does not include Bond Reserve Fund Investments.

682

City of Banning Investment Report
Individual Investments with Fiscal Agent

March 31, 2014

TRUSTEE	Bond Maturity Date	Investment Description	Current Yield	Bond Reserve Bond Maturity Date	Minimum Reserve Requirement	Mar-14	3/31/2014 Market Value
COB IMPROVEMENT DISTRICT LIMITED OBLIGATION BONDS SERIES 2005A							
2005 Fair Oaks Ranch Estates	2035	US Bank Mmkt 5-Ct	0.030%	daily	188,943	4.41	220,558
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION, SERIES 2003							
2003 CRA Tax Allocation Bonds	2028	U S Treasury Bill	4.61%	7/28/2011	971,763		991,861
		US Bank Mmkt 5-Ct	0.030%	daily		1.87	9,543
		US Bank Mmkt 5-Ct	0.000%	daily		0.35	0
Surplus Fund		US Bank Mmkt 5-Ct	0.000%	daily			12
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARITY BONDS, SERIES 2007							
Redevelop Fund	2037	US Bank Mmkt 5-Ct	0.030%	daily		191.73	8,331,197
		US Bank Mmkt 5-Ct	0.000%	daily			10
Reserve Fund		US Bank Mmkt 5-Ct	0.030%	daily	1,880,751	43.16	1,875,333
Special Fund		US Bank Mmkt 5-Ct	0.000%	daily		0.94	1
Surplus Fund		US Bank Mmkt 5-Ct	0.000%	daily			11
BUA - WASTEWATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES							
Interest Account		US Bank Mmkt 5-Ct	0.000%	daily			2
Principal Account		US Bank Mmkt 5-Ct	0.000%	daily			4
		US Bank Mmkt 5-Ct	0.030%	daily		75.83	3,295,264
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES							
Interest Account		US Bank Mmkt 5-Ct	0.000%	daily			10
Principal Account		US Bank Mmkt 5-Ct	0.050%	daily			20
Reserve Fund		US Bank Mmkt 5-Ct	0.030%	daily	2,310,710	53.19	2,311,083
Project Fund		US Bank Mmkt 5-Ct	0.030%	daily		36.87	1,601,921
BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES							
		US Bank Mmkt 5-Ct	0.000%	daily			13
		US Bank Mmkt 5-Ct	0.030%	daily	2,672,050	61.50	2,672,382
Acquisition & Construction		US Bank Mmkt 5-Ct	0.030%	daily		322.68	14,021,651
*Paid Semi-Annually-Deposited into Money Mkt Account				Total		792.53	35,330,877

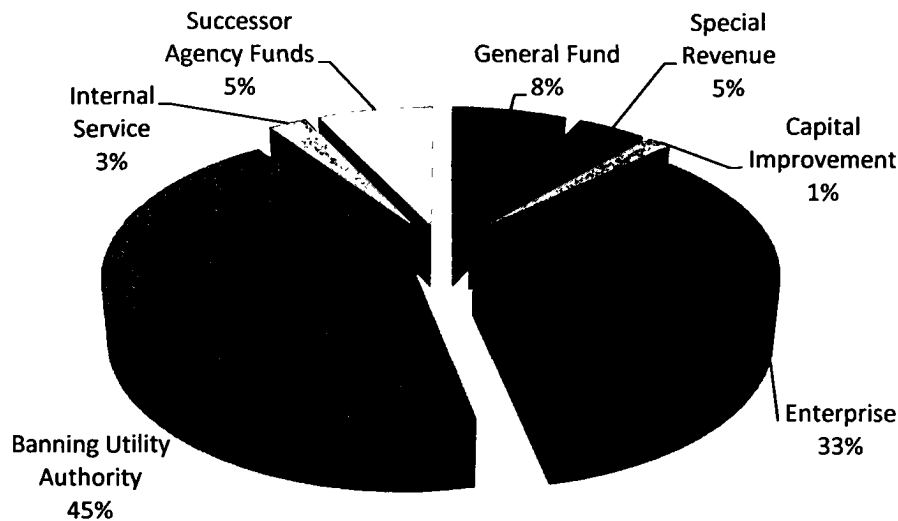
290

City of Banning

Investment Report Supplemental Information

Pooled Cash Distribution

Investment reports for cities typically do not include the cash balance of the individual funds that make up the total pooled cash. This is primarily due to timing differences between when investment reports are prepared and when month end accounting entries are posted. Investment reports are usually prepared first. However, the pie chart below provides an understanding of the percentage distribution of the investments by fund type. The percentages were calculated using the average cash balances from the twelve month period of January 2013 to December 2013. *(The percentages will be updated quarterly.)*



The Table below describes the funds that are included within the Fund Types used for the pie chart.

Fund Type	Description of funds
Governmental	General Fund
Special Revenue	Restricted Funds (i.e. CFDs, grants)
Capital Improvement	Development Impact Fee funds
Enterprise	Airport, Transit, Refuse, Electric
Banning Utility Authority	Water, Wastewater, Reclaimed water
Internal Service	Risk Management, Fleet, IT, Utility Services
Successor Agency Funds	Previously called Redevelopment Agency

Summary Schedule – Line item descriptions

Petty Cash–

The City maintains petty cash in various departments for incidental purchases. This line item includes the cash drawers for cashiering in utility billing.

Bank Accounts –

- Wells Fargo Bank – This is the City checking account. All cash receipts, payroll and accounts payables checks are processed through this account. Balances fluctuate based on activity and cash flow needs. As excess funds accumulate, they are transferred to LAIF to increase earnings.
- Bank of America – Airport – The City maintains a Trust account for credit card purchases made at the airport. When the account balance exceeds \$3000, excess funds are transferred to the Wells Fargo Bank account.
- Bank of America – Parking Citations – The City maintains a Trust account for the processing of parking citations through Turbo Data. When the account balance exceeds \$3000, excess funds are transferred to the Wells Fargo Bank account.
- Bank of America – CNG – The City maintains a Trust account for credit card purchases of CNG fuel made at the City yards. When the account balance exceeds \$3000, excess funds are transferred to the Wells Fargo Bank account.

Government Pools –

- Local Agency investment Fund – Account #1
 - This account includes both City pooled funds and a restricted cash balance related to the CRA bonds. Investments in LAIF are limited to \$50M.
- Local Agency investment Fund – Account #2
 - There is currently no balance in this account.
 - Note: When the State established the cutoff date of January 31, 2012 for the elimination of the Redevelopment Agency, LAIF staff recommended a transfer of the available balance from the CRA account to the City account to protect the funds from a rumored State raid or freezing of the funds.

Restricted Operating Funds at Riverside Public Utilities –

The City Electric operation has an agreement with Riverside Public Utilities (RPU) to purchase power for the City. Part of the agreement requires that the City maintain a balance in the trust account used by RPU. The City does not control the investments or earnings of the trust account.

Restricted Operating Funds at California ISO-

The California ISO facilitates the purchase and sale of the City's electricity. The City participates in periodic Congestion Revenue Rights (CRR) auctions to acquire financial hedges for transmission congestion. In order to participate in the CRR auctions the City was required to have a secured form of financial security in the amount of \$100,000. A cash deposit was placed with Union Bank in March, 2012 to meet the requirements. The account is an interest bearing collateral account.

Summary Schedule – Line item descriptions – Cont.

Restricted Operating Funds at PERMA-

The City participates in a JPA with the Public Entity Risk Management Authority (PERMA), who provides administration for the City's worker's compensation insurance program. PERMA requires the City to deposit funds into an account used by PERMA for the payment of worker's compensation claims. The City does not control the investments or earnings of this account.

Other Investments –

Currently the City works with a Piper Jaffray broker to make various investments per the City policy and in accordance with State guidelines. The Broker is not on retainer, nor do they receive a City paid fee with each investment. Funds in the Money Market fluctuate as securities mature or get called. Staff is in the process of investing the Money Market funds over several months. We will be adding an additional broker to provide more investment options.

Fiscal Agent / US Bank –

Unspent bond proceeds and required bond reserves are invested by the Fiscal Agent in accordance with the bond documents.

**CITY COUNCIL
REPORT OF OFFICERS**

DATE: May 13, 2014

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Continuing Decision Regarding Resolution No. 2014-10, "Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent Alleys" until May 27, 2014.

RECOMMENDATION: Continue the Council discussion and decision of Resolution No. 2014-10, "Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent Alleys" until May 27, 2014.

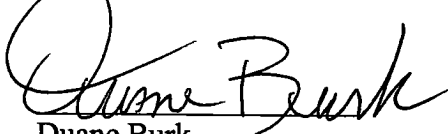
BACKGROUND: On January 2, 2014, the Planning Commission, by adoption of Resolution No. 2014-01, considered this request and determined that the proposed street vacation is consistent with the General Plan.

As part of the street vacation process on January 28, 2014, the City Council considered Resolution No. 2014-06 initiating the proceedings and setting the date, time and place for the public hearing (Streets and Highways Code § 8320). Resolution No. 2014-06 was approved by City Council and the date of the public hearing was set as February 25, 2014.

On February 25, 2014, City Council held the public hearing and closed the public hearing. Council directed staff to continue the hearing on March 25, 2014, and established an Ad Hoc Committee to meet with city staff and representatives from the developer to further discuss the VPSG project. On March 25, 2014 City Council directed staff to further continue the hearing on April 22, 2014. The Ad Hoc Committee has met and is in the process of scheduling a meeting with Riverside County officials to discuss the VPSG project. On April 22, 2014, City Council further directed staff to continue the item until May 13, 2014. Discussions are continuing with the developer, City Staff and Riverside County officials.

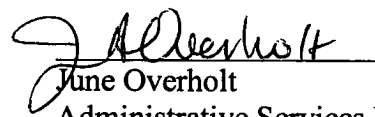
Staff is requesting that Council continue the approval of Resolution No. 2014-10, "Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent Alleys" until May 27, 2014.

RECOMMENDED BY:


Duane Burk
Director of Public Works


Homer Croy
Interim City Manager

APPROVED BY:


June Overholt
Administrative Services Director/
Deputy City Manager

ATTACHMENT 1
February 25, 2014 Staff Report and Resolution 2014-10

**CITY COUNCIL
PUBLIC HEARING**

DATE: February 25, 2014

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Resolution No. 2014-10, "Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent Alleys"

RECOMMENDATION: Adopt Resolution No. 2014-10, "Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent Alleys."

BACKGROUND: JMA Village, LLC of Laguna Niguel, California along with Vanir Development Company, Inc. of San Bernardino, California are proposing to construct an approximately 68,955 square foot mixed-use commercial project on the Site named "Village at Paseo San Gorgonio" ("VPSG"). The project is generally bounded by Ramsey Street to the north, Livingston Street to the south, San Gorgonio Avenue to the west and Martin Street to the east and consists of thirteen (13) parcels, Assessor's Parcel Numbers 541-181-009, 541-181-010, 541-181-011, 541-181-012, 541-181-024, 541-181-025, 541-181-026, 541-181-027, 541-181-028, 541-183-001, 541-183-002, 541-183-003 and 541-183-004. The parcels make up Lots 19, 20, 21, 22, 23, 24 of Block 29, 30 and 31 of Amended Map of the Banning Land Company recorded on March 11, 1890 in what was San Bernardino County at the time of recordation.

The VPSG project site is located within the Downtown Redevelopment Project component area of the Merged Redevelopment Project Area. The Community Redevelopment Agency of the City of Banning began acquiring the parcels that make up the VPSG project. The structures located on the site were considered to be economically obsolete and exhibited severe conditions of physical degradation and dilapidation. In its present condition all structures have been demolished and the bare soil exposed by the demolition has either been paved over or stabilized.

On January 10, 2012, City Council adopted Resolution No. 2012-03 approving the Purchase and Sale Agreement ("PSA") between the City of Banning and JMA Village, LLC. The PSA details the Terms and Conditions of the conveyance of certain parcels owned by the City to JMA Village, LLC for the development of the VPSG project which consist of the above mentioned parcels and areas within the streets and alleys to be vacated. If the vacation of the streets and alleys is approved the project site would consist of approximately 5.20 acres.

On September 11, 2013, staff received a written request from Vanir Development Company Inc., on behalf of JMA Village, LLC to vacate Livingston Street from San Gorgonio Avenue to Martin Street, Alessandro Road from Ramsey Street to Livingston Street and the alley (10 feet wide) along the north lot lines of Lots 23, 24 and 25 and along the east lot line of Lot 23. The

subject roads are currently accessible to vehicular traffic, whereas the alleys are no longer in use.

The portion of Livingston Street, Alessandro Road and alleys proposed for vacation is more particularly described in Attachment 1 (Exhibit A, legal description and Exhibit B, plat map). A location/vicinity map is included with the report for reference (see Attachment 2). If approved, the subject area will be available to use as part of the proposed development. This action would be consistent with Program 2 of the Land Use Element of the General Plan (GP p. III-19) which encourages consolidation of lands to encourage development. Additionally, the subject portions of Livingston Street and Alessandro Road are not planned as part of the City's Proposed General Plan Street System as shown on Exhibit III-6 of the Circulation Element (see Attachment 3).

The City will require the reservation of a public utility easement and public ingress/egress easement as part of the street vacation process in order to serve the existing utilities along Alessandro Road and Livingston Street and continue to provide public access across the project site along Livingston Street. The proposed street and alley vacations are subject to the approval of Parcel Map No. 36285 (see Attachment 4), the parcel map for VPSG, which will be the document reserving said easements. A site plan of the proposed VPSG project has been included for reference as Attachment 5.

Streets and Highways Code § 8300 et seq., the Public Streets, Highways, and Service Easements Vacation Law (the "Law"), requires that where a city's general plan covers the area in which the street to be vacated exists, then it cannot proceed to vacate the street until the location, purpose, and extent of the vacation has been submitted to the City's Planning Commission for consideration of consistency with the General Plan (Streets and Highways Code § 8313(b) & Government Code § 65402). On January 2, 2014, the Planning Commission, by adoption of Resolution No. 2014-01, considered this request and determined that the proposed street vacation is consistent with the General Plan.

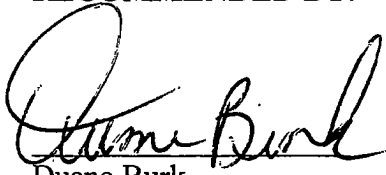
As part of the street vacation process on January 28, 2014 the City Council considered Resolution No. 2014-06 initiating the proceedings and setting the date, time and place for the public hearing (Streets and Highways Code § 8320). Resolution No. 2014-06 was approved by City Council and the date of the public hearing was set as February 25, 2014.

STRATEGIC PLAN: The vacation of the streets and the proposed project meet Strategic Plan item Goal No. 5 "Quality of Life", Strategic Priority Action Step A-5 (Continue to build an attractive and walkable downtown).

FISCAL DATA: There is no fiscal impact associated with the adoption of this resolution. However, should the applicant complete the proposed project, in addition to creating jobs, the project will generate revenues to the city in the form of building permit fees, inspection fees, utility connection fees and annual property tax.

SIGNATURES ON NEXT PAGE

RECOMMENDED BY:



Duane Burk
Director of Public Works

APPROVED BY:



June Overholt
Administrative Services Director/
Interim City Manager

Attachments:

- Attachment 1: Exhibit A, Legal Description
Exhibit B, Plat
- Attachment 2: Location Vicinity Map
- Attachment 3: Circulation Element
- Attachment 4: Parcel Map No. 36285
- Attachment 5: Site Plan

RESOLUTION NO. 2014-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA VACATING PORTIONS OF THOSE STREETS COMMONLY KNOWN AS LIVINGSTON STREET, ALESSANDRO ROAD AND ADJACENT ALLEYS

WHEREAS, the City of Banning desires to vacate portions of those roadways commonly known as Livingston Street, Alessandro Road and adjacent alleys located in the Amended Map of the Banning Land Company, per Map Book 9, Page 44 as originally recorded in the County of San Bernardino, 1890:

Parcel 1

A 10.00 wide Alley, lying southerly of Lot 27 of said Amended Map of the Banning Land Company, from the northerly prolongation of the easterly line of Lot 26 of said Amended Map of the Banning Land Company to the northerly prolongation of the easterly line of Lot 23 of said Amended Map of the Banning Land Company.

Parcel 2

A 10.00 wide Alley, lying between Lot 22 of said Amended Map of the Banning Land Company and said Lot 23, from the easterly prolongation of the southerly line of said Lot 27 and the northerly right of way line of Livingston Street (30.00 feet wide in the northerly half width) of said Amended Map of the Banning Land Company.

Parcel 3

Livingston Street (30.00 feet wide in northerly half width), from the southerly prolongation of the easterly line of said Lot 26 to the westerly right of way line of Martin Street (formally Potter Street) (60.00 feet in full width) of said Amended Map of the Banning Land Company and Livingston Street (30.00 feet wide in southerly half width), from the easterly right of way line of San Gorgonio Avenue (60.00 feet in full width) and said westerly right of way line of Martin Street.

Excepting therefrom that portion lying southerly of the northerly right of way line of Interstate Route 10 as shown on State of California of Transportation Right of Way Map Nos. 421533 and 421534.

Parcel 4

Alessandro Road (formally Ella Street) (60.00 feet in full width) of said Amended Map of the Banning Land Company, from the southerly right of way line of Ramsey Street (30.00 feet in southerly half width) and northerly right of way line of Livingston Street (30.00 feet in northerly half width) of said Amended Map of the Banning Land Company, and;

WHEREAS, pursuant to California Streets and Highways Code Sections 8300 et seq., the City Council has the authority and responsibility to resolve to vacate streets and highways within the City; and

WHEREAS, on January 2, 2014, the Planning Commission adopted Resolution No. 2014-01, finding that the vacation of the abovementioned portions of Livingston Street, Alessandro Road and adjacent alleys is consistent with the City of Banning's General Plan and recommending that the City Council vacate those portions of Livingston Street, Alessandro Road and adjacent alleys; and

WHEREAS, on January 28, 2014, the City Council set February 25, 2014 as the date on which it would hold a hearing for the purpose of considering the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys; and

WHEREAS, for two consecutive weeks on February 7, 2014 and February 14, 2014, the City gave public notice, by publishing in *Record Gazette* and by posting in prominent places on those portions of Livingston Street, Alessandro Road and adjacent alleys in compliance with Streets and Highways Code Section 8320, of the holding of the public hearing at which the City Council would consider the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys; and

WHEREAS, on February 25, 2014, the City Council held the noticed public hearing considering the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys, at which interested persons had an opportunity to testify in support of, or opposition to, the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys; and

NOW, THEREFORE, the City Council of the City of Banning does Resolve, Determine, Find and Order as follows:

SECTION 1. FINDINGS.

The City Council, in light of the whole record before it, including but not limited to, the City's General Plan, the recommendation of the Planning Commission as provided in the Staff Report dated January 2, 2014, and documents incorporated therein by reference and any other evidence within the record or provided at or prior to the public hearing of this matter, hereby finds and determines as follows:

1. Those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution are unnecessary for present or prospective public use.
2. The vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution is consistent with the City of Banning's General Plan.
3. No conditions precedent to the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution exist or are necessary.

SECTION 2. CITY COUNCIL ACTION

The City Council hereby takes the following actions:

1. The City Council hereby recognizes that those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution are not necessary for present or prospective public use.

2. The City Council hereby orders vacated those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution.

3. The City Council hereby orders the City Clerk to record this Resolution with the County Recorder, which recording will make the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution effective pursuant to Streets and Highways Code Section 8325.

PASSED, APPROVED and ADOPTED this 25th day of February, 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon,
City Clerk of the City of Banning

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-10 was adopted by the City Council of the City of Banning at a regular meeting thereof held on the 25th day of February, 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon
City Clerk of the City of Banning
Banning, California

ATTACHMENT 1
Exhibit A: Legal Description
Exhibit B: Plat

EXHIBIT "A"
ROAD VACATION

Those portions of Section 10, Township 3 South, Range 1 East, in the City of Banning, County of Riverside, State of California, also shown on the Amended Map of the Banning Land Company as recorded in Map Book 9, Page 44, Records of San Bernardino County, California, described as follows:

Parcel 1

A 10.00 wide Alley, lying southerly of Lot 27 of said Amended Map of the Banning Land Company, from the northerly prolongation of the easterly line of Lot 26 of said Amended Map of the Banning Land Company to the northerly prolongation of the easterly line of Lot 23 of said Amended Map of the Banning Land Company.

Parcel 2

A 10.00 wide Alley, lying between Lot 22 of said Amended Map of the Banning Land Company and said Lot 23, from the easterly prolongation of the southerly line of said Lot 27 and the northerly right of way line of Livingston Street (30.00 feet wide in the northerly half width) of said Amended Map of the Banning Land Company.

Parcel 3

Livingston Street (30.00 feet wide in northerly half width), from the southerly prolongation of the easterly line of said Lot 26 to the westerly right of way line of Martin Street (formally Potter Street) (60.00 feet in full width) of said Amended Map of the Banning Land Company and Livingston Street (30.00 feet wide in southerly half width), from the easterly right of way line of San Geronio Avenue (60.00 feet in full width) and said westerly right of way line of Martin Street.

Excepting therefrom that portion lying southerly of the northerly right of way line of Interstate Route 10 as shown on State of California of Transportation Right of Way Map Nos. 421533 and 421534.

Parcel 4

Alessandro Road (formally Ella Street) (60.00 feet in full width) of said Amended Map of the Banning Land Company, from the southerly right of way line of Ramsey Street (30.00 feet in southerly half width) and northerly right of way line of Livingston Street (30.00 feet in northerly half width) of said Amended Map of the Banning Land Company.

Handwritten:
49
304

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Andrew Y. Oroscop, L.S. 5491

1-6-14

Date

Prepared by: gig

Checked by: gig

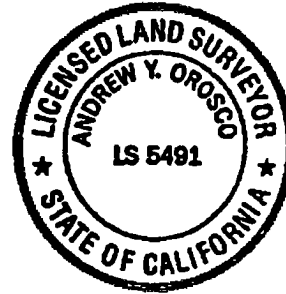
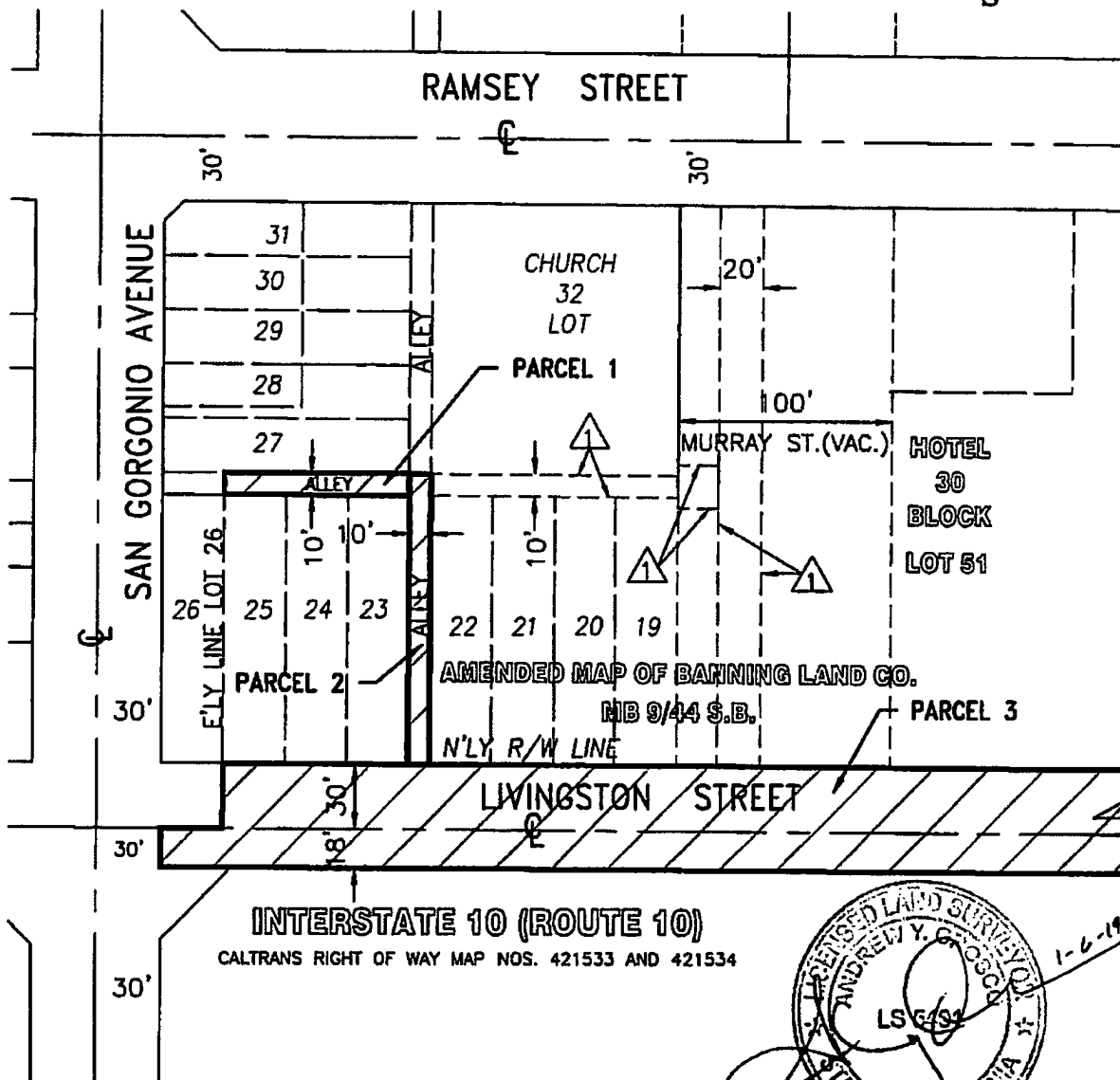


EXHIBIT "B" ROAD VACATION



TO SOUTHERN CALIFORNIA GAS COMPANY, AN EASEMENT FOR RIGHT OF WAY, PIPELINES AND MAINTENANCE WITH THE RIGHT OF INGRESS AND EGRESS, RECORDED SEPTEMBER 14, 1977, AS INSTRUMENT NO. 179864, O.R.



SEE SHEET 2

ALBERT A.
WEBB
ASSOCIATES

CITY OF BANNING

G:\2009\09-0123\Parcel Map\09-123VAC.dwg 11/24/2013

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 2

W.O.
09-0123

SCALE: 1"=80'

DRWN BY *AA*
CHKD BY *AA*

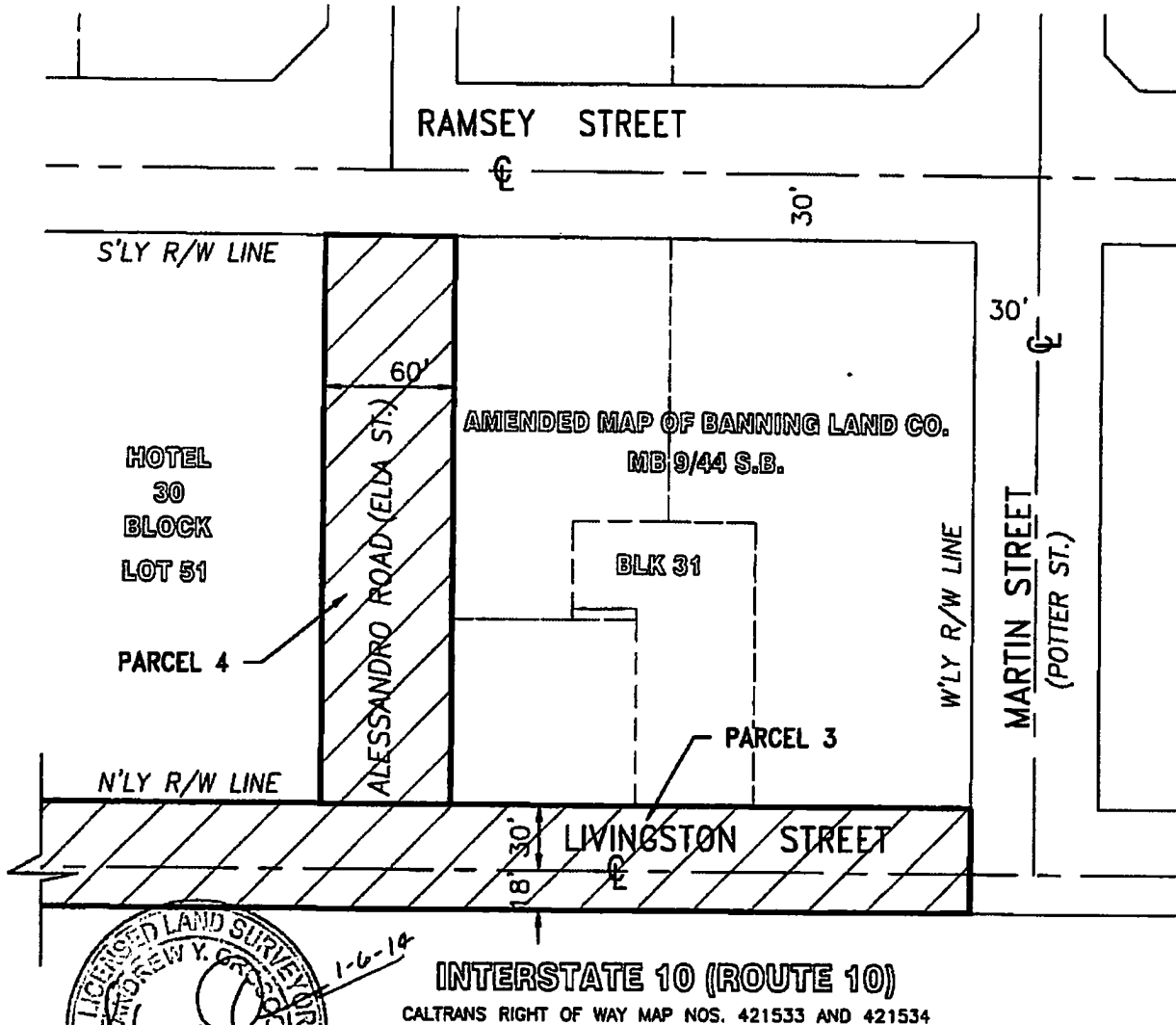
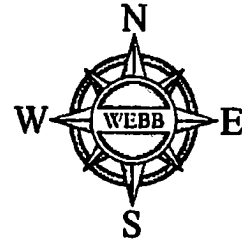
DATE *1/6/14*
DATE *1/6/14*

SUBJECT: ROAD VACATION

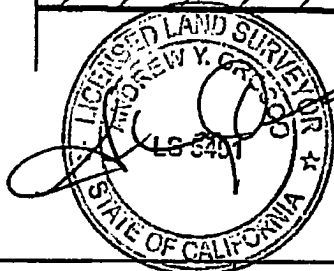
306

EXHIBIT "B"

ROAD VACATION



SEE SHEET 1



ALBERT A.
WEBB
ASSOCIATES

CITY OF BANNING

G:\2009\09-0123\Parcel Map\09-123VAC.dwg 1/6/2014

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 2 OF 2

W.O.
09-0123

SCALE: 1"=80'

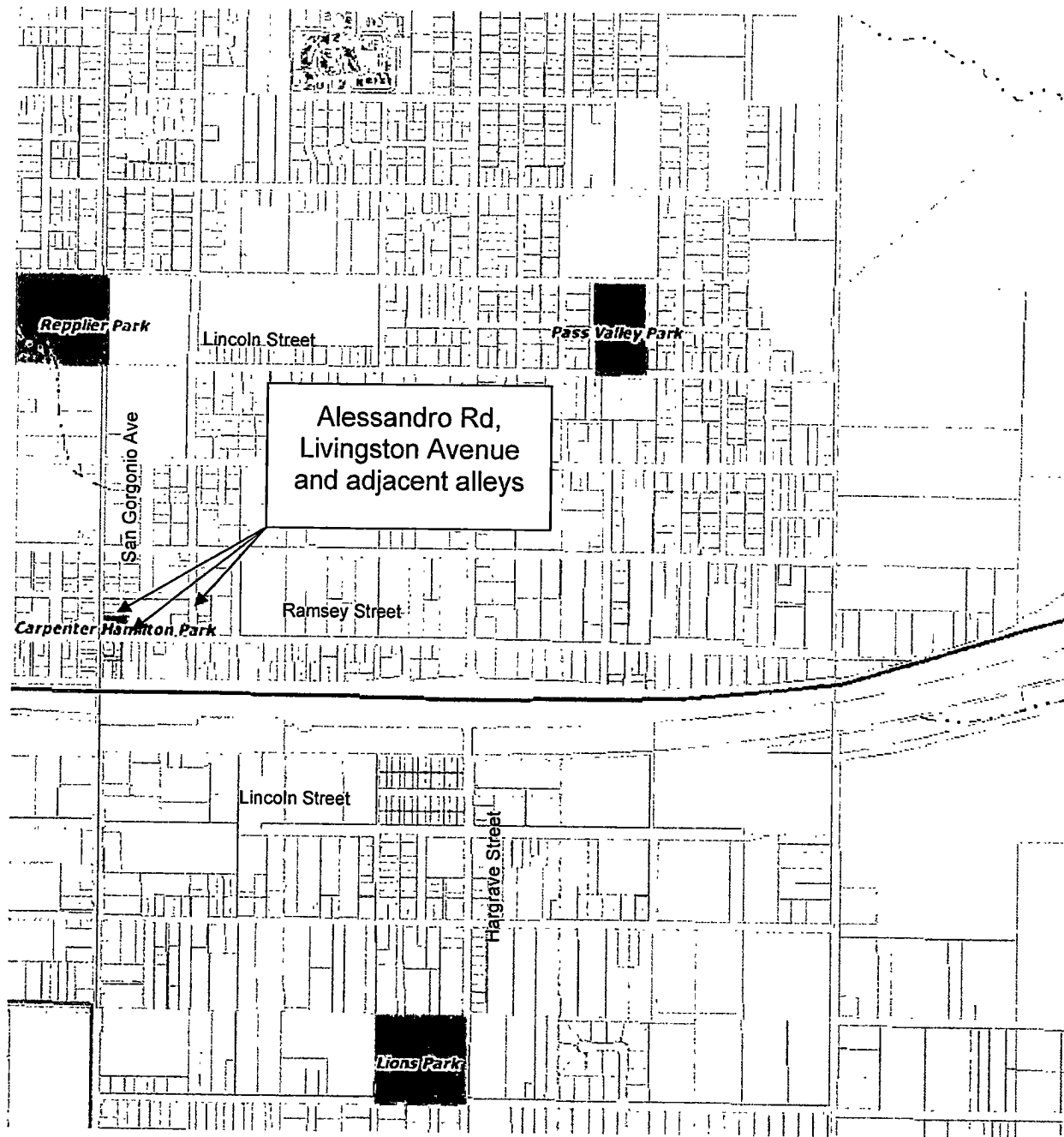
DRWN BY *[Signature]*
CHKD BY *[Signature]*

DATE 1/6/14
DATE 1-6-14

SUBJECT: ROAD VACATION

307

ATTACHMENT 2
Location/Vicinity Map



Not to Scale

Location Map

PH #13-12504

~~34~~
309

ATTACHMENT 3
Circulation Element

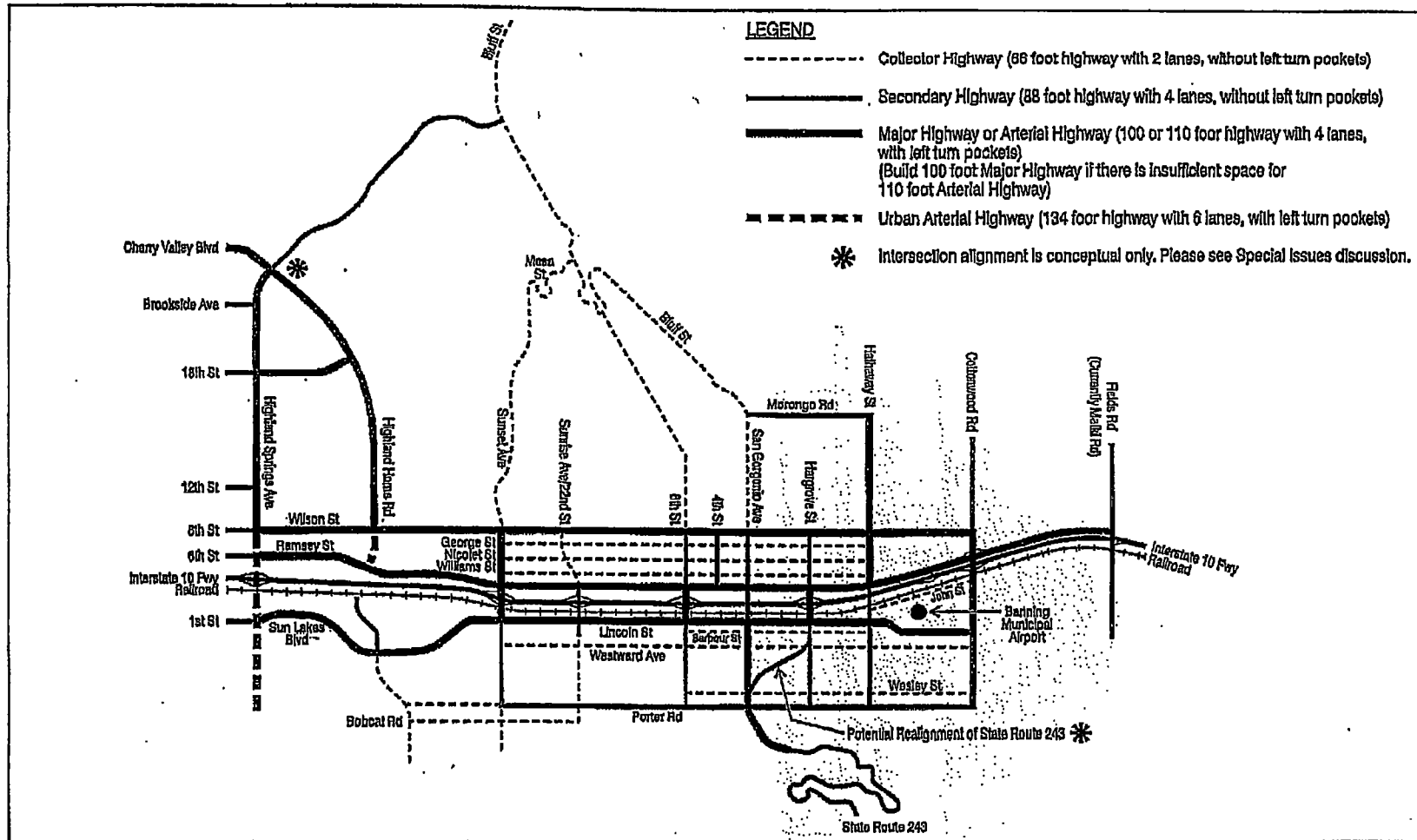


EXHIBIT III-5

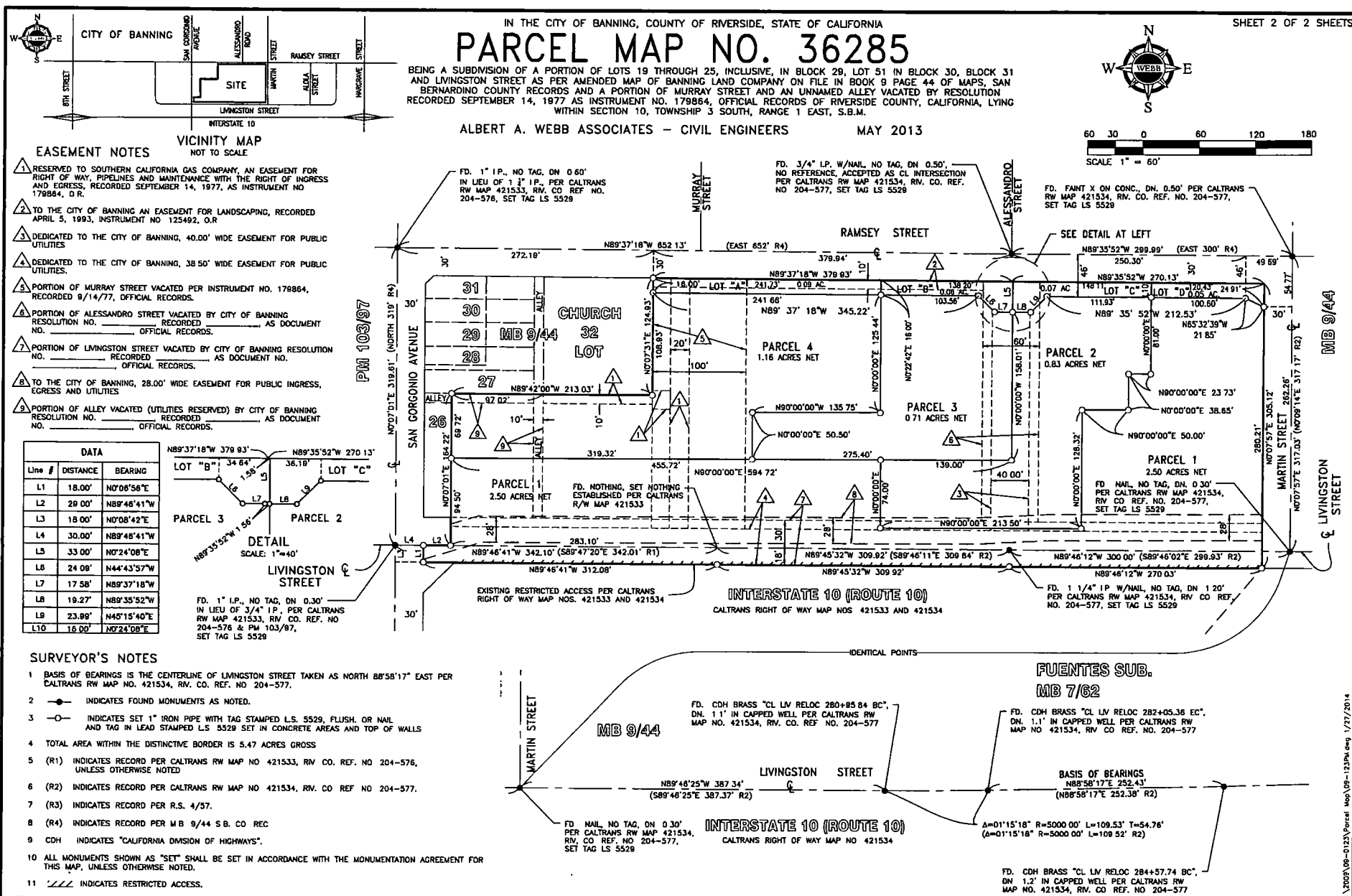
LSA



1/16/88

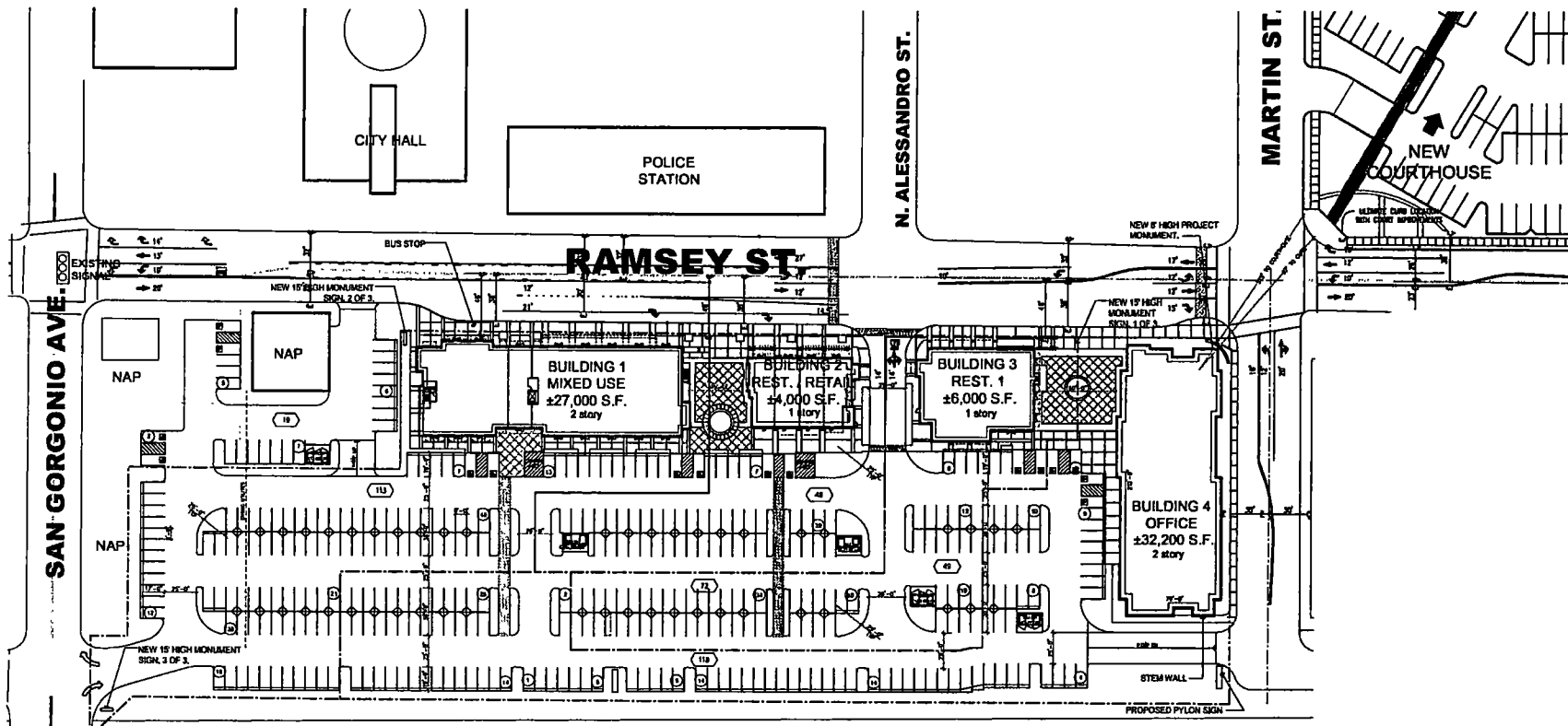
ATTACHMENT 4
Parcel Map No. 36285

313



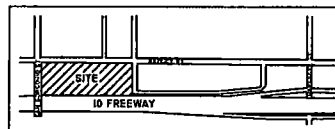
ATTACHMENT 5
Site Plan

315



Project Summary		
Site Area:	±5.25 AC	(±228,690 s.f.)
Building Area		
Office	±32,200 s.f.	
Office above Retail	±13,500 s.f.	
Retail	±13,500 s.f.	
Retail/Restaurant	±8,000 s.f.	
Restaurant	±4,000 s.f.	
Total Building Area	±69,200 s.f.	

Parking Summary		
Parking Required		
Building 1		
Retail - 13,500 s.f.		54 stalls
Office - 13,500 s.f.		54 stalls
Building 2:		
Retail - 2,000 s.f.		8 stalls
Restaurant - 2,000 s.f.		30 stalls
Building 3:		
Restaurant - 6,000 s.f.		60 stalls
Building 4:		
Office - 32,200 s.f.		116 stalls
Total Parking Required:		352 stalls
Parking Provided:		
On Site:		350 stalls
Off Site:		18 stalls
Total Parking Provided:		368 stalls
Overall Parking Ratio:		5.39/1000



THE VILLAGE AT PASEO SAN GORGONIO Banning, CA

THE FROST COMPANY
3001 Golden Landing
Laguna Niguel, CA 92653
T (949) 455-7000

Arthur Pearlman CORPORATION
1137 Laurel Street
Santa Monica, CA 90403
T (310) 585-3425
F (310) 585-0334

DATE: 09/13/13
THIS DOCUMENT IS CONFIDENTIAL AND NOT BE LOANED, REPRODUCED, COPIED, REPRODUCED, OR OTHERWISE USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE COMPANY.
SEPTEMBER 13, 2013 75-09711-00

1177 E. Colorado
B I V D
S U I T E 5 0 0
Pasadena, CA 91105
T 626 796 6230
F 626 796 6231



**CITY COUNCIL AGENDA
REPORT OF OFFICERS**

DATE: May 13, 2014

TO: City Council

FROM: Zai Abu Bakar, Community Development Director

SUBJECT: Planning Commission Appointment

RECOMMENDATION: That the City Council appoint two (2) candidates to fill the vacant positions on the Planning Commission.

BACKGROUND: Planning Commissioner Buddy Hawkins resigned in January of 2014 and Planning Commissioner Harold Barsh resigned in April of 2014. This leaves two vacant positions on the Planning Commission. The City advertised the application to fill the vacancies on the City's website and in the Record Gazette and Press Enterprise newspapers. The application forms were also placed at the City Hall counter and at the Banning Public Library. The final date to submit the application was February 24, 2014.

The City received two (2) applications, one from Mr. James Lee Price and the other from Mr. Ray Briant. The City Council interviewed both applicants on April 21, 2014.

The Planning Commission consists of five members appointed by the City Council. The Commissioners serve a four year term, which is staggered every two years concurrent with the City's elections. The term of the newly appointed commissioners will expire on January 23, 2015.

The Commission's rules and responsibilities are governed by Chapter 2.28 of the Municipal Code (see Attachment). The Commission's two (2) main functions are to review land development applications for compliance with the Zoning Code and to recommend policy changes to the General Plan or Zoning Code.

RECOMMENDED BY:


Homer Croy
Interim-City Manager

PREPARED BY:


Zai Abu Bakar
Community Development Director

Attachment:

1. Chapter 2.28 of the Banning Municipal Code

ATTACHMENT 1
Chapter 2.28 of the Banning Municipal Code

Chapter 2.28**PLANNING COMMISSION****Sections:**

- 2.28.010 Planning commission—
Membership requirements.**
- 2.28.020 Term and vacancies.**
- 2.28.030 Compensation.**
- 2.28.040 Rules of procedure.**
- 2.28.050 Duties and responsibilities.**
- 2.28.060 Conflict of interest
requirements.**
- 2.28.070 Staff liaison.**
- 2.28.080 Meeting times and places.**
- 2.28.090 Adoption.**

**2.28.010 Planning commission—
Membership requirements.**

A. Members of the planning commission shall be residents of the City of Banning who hold no other municipal office in the city. Members may not be employees of the city.

B. Proof of residency shall be submitted at time of application to the commission through voter registration, utility bill at a physical address within the city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served. (Code 1965, § 2-5.)

2.28.020 Term and vacancies.

A. The planning commission shall consist of five members.

B. Planning commissioners shall serve four-year terms, which shall be staggered every two years concurrent with the city elections. Appointments shall be made by the city council. Applications shall be made available and the closing date announced at least two months prior to the expiration of the commissioner's term to be filled.

C. Members shall serve at the pleasure of the council and may be removed at any time by a majority vote of the entire council.

D. Any member who is unexcused for two consecutive regular meetings of the commission or six

meetings within a twelve-month period, whether the six meetings are excused or not, will be deemed to have resigned their office and the city council may appoint a new member to serve in the resigned commissioner's place for the remainder of their term.

E. To be excused from any such meeting, a member shall notify the planning department, at least forty-eight hours prior to any such meeting. If a member is unable to attend due to illness, injury or family matters, a statement by the member at the next regular meeting of the commission shall constitute an excused absence. (Code 1965, § 2-6.)

2.28.030 Compensation.

A. Members of the planning commission shall not receive compensation; reasonable traveling expenses to and from conferences and/or special field trips and training sessions shall be reimbursed.

B. Upon authorization by the city manager, the planning commission and members of its staff, may attend city planning conferences or meetings, or hearings on city planning legislation, or matters affecting the planning of the city. The reasonable expenses of such attendance shall be charged upon the funds allocated to the commission.

C. All fundings shall be established through the City of Banning budget, which shall be approved by the city council. (Code 1965, § 2-7.)

2.28.040 Rules of procedure.

A. A quorum of the planning commission shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the planning commission to hold a meeting.

B. In the event that only three commissioners are present, any actions recommending amendment to the Municipal Code or general plan must be unanimous; all other actions would require a majority vote of the commission in attendance. A tie vote shall constitute a denial of the matter or request brought before the planning commission.

C. The commission shall adopt rules for the transaction of business and shall keep a record of its transactions, findings, and determinations. The Brown Act and "Robert's Rules in Plain English" by

Doris P. Zimmerman (Harper Perennial) shall be incorporated into such rules.

D. The commission shall follow all applicable city fiscal and administrative policies and procedures. (Code 1965, § 2-8.)

2.28.050 Duties and responsibilities.

A. The planning commission shall exercise those functions of the planning agency of the city delegated to it in the Banning Municipal Code.

B. At the regular February meeting, the planning commission shall choose a chairperson and a vice-chairperson from among the planning commission members. The chairman and vice-chairman shall serve for one term. Both positions shall rotate every year. All members must be present to conduct this business.

1. The chairperson shall preside at all regular and special meetings and rule on all points of order and procedure during the meetings.

2. The vice-chairperson shall assume all duties of the chairperson in his or her absence.

3. In the event the chairperson and vice-chairperson are both absent, an acting chairperson shall be appointed from the commission for the meeting from those present.

C. The planning commission's scope of responsibility is to:

1. Prepare, review, adopt, and recommend to the city council for its adoption, a long range, comprehensive general plan to guide the future physical development and conservation of the city and its adjoining environs based on geographic, social, economic and political characteristics of the community;

2. Prepare, review, adopt and recommend to the city council for its adoption of special area specific plans for identifiable areas, wherein more detailed guidelines are needed to supplement the objectives of the general plan;

3. Review development applications submitted to the city for consistency with adopted plans and ordinances. Approve or deny applications when final authority is granted to the planning commis-

sion by the Municipal Code. Make a recommendation on those actions for which the city council is the final reviewing approval body;

4. Act as the appeal body on decisions made by the community development director;

5. Perform such other functions and duties as the city council may from time to time direct and/or provide within the Banning Municipal Code.

D. The commission may form ad-hoc subcommittees in accordance with the Brown Act, and make appointments to that subcommittee, as it deems necessary. A quorum of commission members may not be appointed to serve in a single subcommittee. Before forming a subcommittee, the commission shall establish a specific mission and term for the subcommittee.

E. The planning commission is an important function within the City of Banning, and as such, certain expectations are held by the city council in making the appointment of individuals to the commission. These expectations include the following:

1. Commissioners will attend all regular meetings and special meetings as they arise;

2. Commissioners will communicate expected and unexpected absences to the planning department, prior to the meeting;

3. Commissioners will communicate any potential conflicts of interest on agenda items to the planning department in advance of the hearing to allow confirmation of a quorum;

4. Commissioners will arrive on time to each meeting, fully participate, and remain in attendance until the end of each meeting;

5. Commissioners will prepare themselves for each meeting by reading the agenda, reports and other materials, and visiting the site, as necessary, and communicate any questions to the secretary in advance of the hearing.

Pursuant to Resolution 2000-41, if a commissioner visits the site prior to a hearing on the

matter, the commissioner shall disclose at the hearing such evidence and observation gathered during the site visit;

6. Commissioners are encouraged to attend the annual planner's institute (Monterey and Southern California) or an equivalent planning training program given by a University of California campus (or approved equivalent) and may attend other planning conferences and or training classes as the need and opportunities arise. The city will also provide regular in-service training and make-up training where attendance is required;

7. New commissioners are expected to become familiar with the city's general plan, the "Planning Commission Handbook" (prepared by the State of California), and relevant Municipal Code sections particularly those relevant to zoning to become familiar with these documents. The "Guide for New Members" distributed by the Planning Commissioners Journal and www.plannersweb.com are other valuable resources for new commissioners;

8. Applicants to the planning commission will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed; and

9. New commission members will attend an expanded orientation session with the liaison to the commission and other staff, as deemed necessary, to provide new appointees with a solid understanding immediately upon appointment. The orientation will include an overview of the planning process, a review of the commission's structure, policies and bylaws, a summary of available documents and resources, and a review of the commission's relationship with citizens, staff, developers, and the governing body.

F. The planning commission may serve on regional boards or commissions as directed by the city council.

G. The planning commission shall participate in annual meetings with the city council to discuss development activity, development doctrine, policies, etc. (Code 1965, § 2-8.1.)

2.28.060 Conflict of interest requirements.

A. The State of California Political Reform Act requires planning commission members to disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis.

B. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment.

C. If an apparent conflict of interest arises, the member shall inquire of the city attorney or staff prior to the meeting. (Code 1965, § 2-8.2.)

2.28.070 Staff liaison.

A. The staff liaison to the planning commission shall be the community development director.

B. The planning commission liaison, supported by the secretary to the planning commission (a staff position), shall be responsible for:

1. Confirming that a quorum will be present prior to each meeting;

2. Receiving and recording all exhibits, petitions, documents, or other material presented to the planning commission in support of, or in opposition to, any issue before the planning commission;

3. Signing all meeting minutes and resolutions upon approval;

4. Preparing and distributing agendas and agenda packets;

5. Facilitating the tape recording of meetings and preparation of minutes; and

6. Responding to all questions from planning commission members regarding agenda items in advance of meetings. (Code 1965, § 2-8.3.)

2.28.080 Meeting times and places.

A. The planning commission shall meet on the first Wednesday of each month at 6:30 p.m. at

the city council chambers located at 99 E. Ramsey Street, or at such time and place as the commission may designate by resolution.

B. Commissioners will attend special meetings as they arise. (Code 1965, § 2-8.4.)
(Ord. No. 1427, § 1, 9-14-10)

2.28.090 Adoption.

A. This document, as adopted and amended by council resolution, shall serve as the bylaws for the commission. (Code 1965, § 2-9.)

CITY COUNCIL AGENDA

Date: May 13, 2014
TO: Honorable Mayor and City Council
FROM: Fred Mason, Electric Utility Director
SUBJECT: Resolution No. 2014-18 Approving the Agreement for Consultant Services Between the City of Banning and Leidos Engineering, LLC

RECOMMENDATION: Adopt City Council Resolution No. 2014-18:

- I. Approving the Agreement for Consultant Services between the City of Banning and Leidos Engineering, LLC (formerly RW Beck) for a period of three years, attached herewith as Exhibit "A" in the amount not to exceed seven hundred twenty thousand dollars (\$720,000.00).

STRATEGIC PLAN - Infrastructure and City Facilities: Approval of this agreement would support the City Council's goal of improving infrastructure throughout the City of Banning.

BACKGROUND: It is essential that the City of Banning Electric Utility ("Utility") upgrade load capacities at the Alola and Airport Substations in order to prepare for future expansion throughout the City of Banning. Both Airport and Alola Substation 4kV circuits are nearing the end of their useful lives, and it is imperative that the Utility convert all distribution circuits throughout the entire electric system to 12kV voltage. In addition to a multitude of operating benefits, this upgrade and conversion will provide the ability to easily switch load during planned and unplanned outages to completely avoid, or minimize, customer impact. This upgrade will further improve the reliability of the City's electric system and provide the capacity necessary to meet all energy required at full City build out.

The Utility originally identified the need to upgrade the distribution system during the completion of the "10-Year Electric System Master Plan 2004-2014." As a part of an effort to complete the projects that were proposed in the preferred plan, the Banning City Council adopted resolution 2010-27 authorizing the Electric department to utilize a portion of its Electric Bond proceeds for upgrades at Alola and Airport substations that will facilitate the completion of the 4kv to 12kV conversion. In addition to the upgrades of the Alola and Airport substations, the Utility will also complete additional projects through this contract such as the extension of Sunset substation distribution circuits on Mountain Ave and Wilson Street, system upgrades at Lyons Park, 4kV to 12kV Overhead and Underground Conversion of distribution circuits, and other projects related to the expansion of 12kV distribution throughout Banning.

While the Electric department staff has prepared much of the supplementary requirements in preparation for the substation upgrades, such as converting some of the overhead circuits throughout the City (i.e. existing overhead pole insulators, transformers, and/or conductors), the department management realized that it did not have adequate personnel with the expertise necessary to design, plan and manage a three-year project of this magnitude, and therefore sought proposals for professional engineering services.

The Electric department's selection process included a Request for Proposals (RFP) which listed key factors to be carefully evaluated for each proposal submitted. The evaluating committee for the Utility included the Electric Utility Director, Electric Operations Manager, and Associate Electrical Engineer. The criteria utilized during the evaluation of the proposals were:

1. Engineering and Project Management experience most closely related to the City's needs and requirements.
2. Qualifications and resumes, along with availability of staff assigned.
3. References for similar work recently completed (within past five years).
4. Responsiveness to the Request for Proposals.
5. Knowledge of City, County, State, and Federal codes and procedures.
6. Methodology or approach to the scope of work.
7. Schedule of Fees & Hourly Charges

A total of six engineering firms attended the mandatory meeting and job walkthrough on February 11, 2014. Of the six firms, a total of three proposals were submitted. The engineering firms that submitted proposals were Power Engineers, Inc., Leidos Engineering, LLC, and TTG Engineers. After carefully reviewing each proposal, based on all of the criteria listed above, the Utility's review panel selected Leidos Engineering, LLC as the engineering firm that best meets the needs of the City, although Power Engineers' proposal was a close second. TTG Engineers did not have the in-house expertise to perform some of the key components for substation design and, based on their proposal, would have to subcontract the majority of the design work. Copies of the RFP, and the three proposals are included for Council's reference as Attachment – 1.

Leidos Engineering, LLC ("Leidos") formerly known as SAIC and RW Beck, was a clear choice for a variety of reasons. The company has done a significant amount of work for the Banning Electric department, including the design and project management for the construction of the Sunset Substation, and project management of the Downtown Underground Project. In addition, Leidos (RW Beck) prepared the Utility's 10-Year Master Plan, the Power Supply Plan, and other distribution system maintenance/expansion projects, which gives them a thorough understanding of the Utility's overall distribution system.

Overall Leidos' staff has more years of experience than Power Engineers' staff has. Specifically, Leidos' substation design personnel assigned to the project have, on average, more than 14 years of experience, while Power Engineers' design personnel have less than two years. These are key positions that will be doing a significant amount of the project's design work.

Leidos' greater personnel experience is reflected in its hourly rates. On average Leidos' rates are 11% higher than Power Engineers' rates. However, the added experience will likely result in tasks taking less time to complete resulting in lower overall charges.

Because of Leidos' in-depth knowledge of the City's Electric Utility system and depth of staff experience, especially with complete substation replacement for other utilities, it was determined that this outweighed the higher hourly rates. The selection committee believes that Leidos' knowledge of the Utility's system gives them the ability to hit the ground running, whereas a different firm without that knowledge would take a significant amount of time to come up to speed on the City's Utility system and incur additional costs while doing so.

Leidos has a total of 24 subject expert professionals (out of an approximate 4,000 employees) assigned for the various elements of the design and project management functions to ensure that the Alola and Airport Substation 4kV to 12kV Conversion and other associated projects are completed on-time, on-budget and maintain a high quality that will meet and/or exceed the City's specifications. Leidos' personnel will interact with the outside contractors, as well as Electric department staff, to ensure that the projects are completed efficiently and effectively.

Staff believes utilizing the services of one single engineering consultant for these capital projects is most effective, due to the fact that all the projects are related to the Utility's 4kV to 12kV voltage upgrades for substations and the distribution system. Having different engineering consultants for each individual project would be highly inefficient and would most likely increase the overall project costs.

Staff is recommending that the City Council approve the proposed Agreement for Consultant Services between the City of Banning and Leidos Engineering, LLC, attached herewith as Exhibit "A" in the amount not to exceed seven hundred twenty thousand dollars (\$720,000.00). The Alola and Airport Substation 4kV to 12kV Conversion will commence with approval of this Agreement.

FISCAL DATA: The Utility has approximately \$14 million in Electric Bond Proceeds that are required to be spent on Electric Capital Improvement Projects. This Agreement for Consultant Services will provide engineering services under the current 5-year Capital Improvement Plan. The cost of this proposal is seven hundred twenty thousand dollars (\$720,000.00). Funds are available in the Electric Bond Fund, and will be appropriated through the regular budget process in each applicable Fiscal Year.

RECOMMENDED BY:



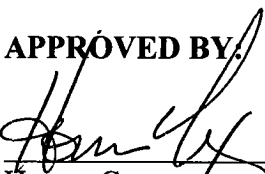
Fred Mason
Electric Utility Director

APPROVED BY:



June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:



Homer Croy
Interim City Manager

RESOLUTION NO. 2014-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING
APPROVING THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE
CITY OF BANNING AND LEIDOS ENGINEERING, LLC**

WHEREAS, the City of Banning owns and operates its Municipal Electric Utility; and

WHEREAS, complete distribution system improvements and upgrades as well as all other Capital Improvement Projects are listed on the City of Banning Electric Utility's current 5-year Capital Improvement Plan; and

WHEREAS, the City of Banning desires to obtain professional engineering and project management services to oversee the 4kV to 12kV system conversion at Alola and Airport substations and throughout the primary electric distribution network and all other Capital Improvement Projects; and

WHEREAS, the City has negotiated an Agreement for such services with Leidos Engineering, LLC (attached herewith as Exhibit "A"); and

WHEREAS, funds for said Agreement are available in the Electric Bond Fund and will be appropriated during the regular budget process in each applicable Fiscal Year;

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

SECTION 1: Adopt Resolution 2014-18 approving the consulting services agreement between Leidos Engineering, LLC and the City of Banning, and authorize the City Manager or his/her designee to execute and administer said Agreement.

SECTION 2: The Administrative Services Director is authorized to make the necessary budget adjustments and transfers related to these funds.

PASSED, APPROVED, AND ADOPTED this 13th day of May, 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-18 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of May, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning, California

Attachment – 1

**Request for Proposals (RFP)
For Engineering Services for Substation 12kV Conversion**



Responses Due:

February 26, 2014 at 1:30pm

Attn: City Clerk

City of Banning

Electric Utility Department

99 E. Ramsey Street

Banning, CA 92220

January, 2014

TABLE OF CONTENTS

<u>INVITATION FOR BIDS</u>	6
<u>INTRODUCTION</u>	6
<u>TASK AUTHORIZATION PROCEDURE</u>	7
<u>SERVICES TO BE PROVIDED BY THE ENGINEER</u>	8
<u>Project Management Services</u>	8
<u>Engineering, Design and Environmental Services</u>	8
<u>Procurement Support Services</u>	9
<u>Construction Support Services</u>	9
<u>DESCRIPTION OF CAPITAL IMPROVEMENT PROJECTS</u>	9
<u>Underground and Voltage Conversion Projects</u>	9
<u>Alola Substation Replacement</u>	10
<u>Airport Substation Replacement</u>	11
<u>Distribution System Upgrades</u>	12
<u>EXPERIENCE REQUIREMENTS</u>	12
<u>PROPOSAL REQUIREMENTS</u>	14
<u>SELECTION CRITERIA</u>	15
<u>PROPOSAL SUBMISSION AND DEADLINE</u>	16
<u>PROPOSAL LIMITATIONS AND REJECTION</u>	16
<u>QUESTIONS DURING PROPOSAL PREPARATION</u>	16
<u>ATTACHMENTS</u>	16
<u>Contract Terms to Be Added to Banning Standard Professional Services Agreement</u>	17

INVITATION FOR BIDS

Sealed Bids for the **“REQUEST FOR PROPOSAL FOR ENGINEERING SERVICES FOR SUBSTATION 12KV CONVERSION PROJECT”** will be received by the CITY OF BANNING (“Owner”) until **1:30 p.m.**, Pacific Standard Time on **February 26, 2014**. The Owner will then review all proposals and then make a preliminary selection, based on the Selection Criteria specified in this proposal, on February 27, 2014.

The scope of work under this project includes providing professional engineering services associated with the implementation of the Alola and Airport Substations 12kV Conversion Projects and assist with the design of the 12kV Distribution System Conversion within the City of Banning.

Bids shall include the following details and information:

- A cover letter
- An Administrative Section containing the following:
 - a. Name of Firm,
 - b. Location of Principal offices, and
 - c. Local address of engineers managing City projects. If a substantial amount of work will be performed out of more than one office, please list them with approximate percentage and discipline.
- Proposer’s experience providing similar services as follows:
 - a. List previous relevant designs within the last five years
 - b. References for three clients within the last five years including client’s name, project engineers, and phone numbers.
- An organization chart showing names and positions of Project Manager and personnel who may be assigned to City’s projects. Include resumes and relevant engineering experience of Project Manager and support design personnel.
- A general description of project design methodology, including manner and frequency of coordination with City staff.
- A general description of the computer used in design and ability to meet the City’s AutoCad 2014 use.

- Typical drawing examples of past relevant projects, including structural, civil and electrical schematics, by the individuals that may work on City's projects.
- List of proposed sub-consultants, if any, and a description of their contribution.
- Provide a schedule of Professional Hourly Rates, including any associated fees and charges, which will apply to City's projects during the entire term of the Agreement. The schedule should include the following:
 - a. Hourly Professional Services billing rates for general office personnel and Technician, Assistant, Staff, Senior, Associate, and Principal Engineers.
 - b. Typical travel and related expense charges between City's and proposer's office where work will be performed. Primary home office location(s) of key personnel should be adjusted, if feasible, during the term of the contract to minimize excessive travel expense.
 - c. AutoCAD system and personal computer billing rates
 - d. Reprographic billing rates in unit prices for printing, photocopies, electrostatic plotting, stapling, folding and binding.
 - e. If not customarily included in the above rates, any separately billed charges such as computer facilities billing rate for standard, discount rates, timesharing and batch processes, printing, data entry, and propriety software, presentation graphics systems, and drive storage rates.

MANDATORY MEETING

A mandatory Pre-Bid / Site Visit meeting will be held at **10:00 a.m. on February 11, 2014** at 176 E. Lincoln St., Banning, California, 92220, to allow contractors to familiarize themselves with the sites, obtain important information and to ask questions about the project specifications. Interested bidders must attend this meeting in order to bid on the project, and failure to attend will result in bid disqualification.

Deadline for submittal of bid Request For Information (RFI's) is February 20, 2014 at 11:00 a.m. local time. Submit all inquiries to Brandon Robinson, City of Banning, Electric Utility Department, via email brobinson@ci.banning.ca.us, mail to 176 E. Lincoln St., Banning, California, 92220, or via fax (951) 849-1550.

An additional non-refundable charge of Fifteen Dollars (\$15.00) to cover the cost of wrapping, handling, and postage will be made for each set of Contract Documents mailed.

The City of Banning hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full

opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in being considered for an award.

PAYMENT

Payment shall not be made more often than once each thirty (30) days. Final payment shall be made thirty-five (35) days subsequent to recordation of Notice of Completion.

AWARD AND EXECUTION

The award of contract, if made, will be within forty-five (45) calendar days from the date of the bid opening.

The Contractor shall execute the Contract within fifteen (15) calendar days after he has been notified in writing of the award.

The owner hereby reserves the right to reject any and all proposals, to waive any irregularity, award any combination of schedules and to award the contract to the most qualified, responsive, and responsible bidder. No bidder may withdraw his bid for a period of forty-five (45) calendar days after the bid opening.

CITY OF BANNING, CALIFORNIA

Dated: _____

By: _____

Title: CITY CLERK

INTRODUCTION

The City of Banning requests proposals from qualified engineering firms to provide as-needed engineering, project management and construction management services to support its electric system capital improvement program beginning in 2014 for a period of three years. Capital improvement projects include, but are not limited to:

- Overhead and underground 4-kV to 12-kV voltage conversion;
- Conversion of overhead distribution to underground distribution at voltages of 33-kV, 12-kV, 4-kV and secondary systems
- 33-kV/12-kV and 33-kV/4-kV substation improvements
- 12-kV and 4-kV distribution system modifications

To complete these projects, the City needs engineering and project management services, including:

- Project Management
- Engineering and Design
- Environmental Review and Permitting
- Procurement of materials, equipment and construction services
- Engineering services during construction

The Engineer will be required to assign one Project Engineer/Manager who would be the prime contact and who would have the main responsibility for all City projects. This person would become familiar with the City's electric system and would be responsible for conveying the City's needs and expectations to the Engineer's staff in order to minimize the need for City personnel assistance

The following is a general timeline of the process to be used to award the master services agreement:

Request for Proposals issued	January 2014
Pre-Bid Mandatory Meeting/ Job Walk	February 11, 2014
Submission of Proposals due*	February 26, 2013 Before 1:30pm
Evaluation of Proposals conclude	February 27, 2014
Recommendation to City Council	March 11, 2014

*Submittals received after the due date may be rejected.

• TASK AUTHORIZATION PROCEDURE

The City intends to award one master services agreement for a period of three years not to exceed \$720,000. The City will issue a Request for Task Proposal to the Engineer which will include a task scope of work and need date. The Engineer will respond with a cost estimate and project schedule within two weeks of receipt of the Request for Task Proposal. The cost estimate shall include a detailed breakdown of all labor, hours and materials required to perform the work. The City will not reimburse the Engineer for the cost of preparing the estimates. The City will use the estimates to ensure mutual agreement on the scope of work. The City reserves the right to request a detailed explanation of the estimate if it feels the estimate is sufficiently different than expected.

Once agreement is reached on the Engineer's Task Proposal, The City will issue a written Task Authorization to the Engineer authorizing the Engineer to commence work. The Task Authorization will contain at a minimum the following:

- a description of the work to be performed
- the estimated cost
- time required
- any extraordinary project parameters

No reimbursement will be made for work performed outside the written scope of services or for costs in excess of the approved expenditure limit. Both parties must approve all Task Authorizations in writing prior to the start of Task work. The payment structure will be defined in each task.

A Task Authorization Letter, prepared by the City and signed by both parties' authorized representatives will be the authorization for the Engineer to perform the task. The Engineer shall, within three working days of receipt of any Task Letter, accept or reject it. Any rejection shall be accompanied by a written explanation.

The Engineer may be required to obtain the City's approval of designs, analysis or calculations at various hold points. The respective hold points will be described in the task authorization. The Engineer shall not proceed with any additional work past the hold point without approval from the City. These requirements, if any, will be included in the written task authorization to proceed with the project.

The Engineer shall provide written notice within seven (7) days to the City when task expenditures reach 70 percent of the authorized dollar limit. The City retains the right to terminate individual Task authorizations due to changing requirements or other reasons. Such termination notice shall be issued in writing and will specify a date for Task closure and turnover of existing deliverables. This termination is not constricted by the 30- day notice requirement contained in the Term and Condition entitled Termination, and notification will be determined by the nature of the work and reasons for termination.

- **SERVICES TO BE PROVIDED BY THE ENGINEER**

The Engineer will provide as-needed services on a task order basis including project management, engineering and design, environmental review and permitting, procurement of materials, equipment and construction services, construction management and other related services in support of the City's electrical capital improvement program.

- **Project Management Services**

Project management services will include the development of project scopes, schedules and budgets, maintenance and updating of schedules and budgets, conducting periodic project review meetings, and preparing project progress reports. The Contractor will provide weekly progress reports of approved projects. Progress reports will be in the form of updated project schedules, along with any narrative required to explain problems, corrective actions or proposed changes to the approved schedules and estimates. Weekly progress reports shall be faxed or e-mailed to the City's assigned Project Manager, by close of business each Friday.

The Engineer will provide the City with a monthly report that briefly describes the status of all Contract tasks. All invoices billing to a Task will be submitted to the City within 90 days of Task closing date. Invoiced costs for any Task that are in excess of the approved Task value will not be reimbursed by the City. The Engineer shall provide written notice within seven (7) days to the City when task expenditures reach 70 percent of the authorized dollar limit. The City retains the right to terminate individual Task authorizations due to changing requirements or other reasons. Such termination notice shall be issued in writing and will specify a date for Task closure and turnover of existing deliverables. This termination is not constricted by the 30-day notice requirement contained in the Terms and Condition entitled Termination, and notification will be determined by the nature of the work and reasons for termination

- **Engineering, Design and Environmental Services**

To prepare job packages, the Engineer will conduct field investigations and prepare calculations, design drawings, construction and material standards, construction specifications, material and equipment specifications, cost estimates, and project schedules as may be required to define the work for completion by either the City or a Contractor hired by the City. The Engineer may be required to provide environmental review, geotechnical studies and surveying to complete the work. These services may be provided by the Engineer or its subcontractors.

If the City elects to have construction work completed by Contractors, at the City's discretion, the Engineer will assist with preparation of bid packages, review of contractor bids, and will provide construction support services. Bid packages will include specifications and drawings, contract documents and other required bidding documents to conform to the City's procurement requirements. The Engineer will attend bid openings and will review contractor bids and assist with the development of recommendations for contract award.

- **Procurement Support Services**

The Engineer will assist the City with the procurement of materials and equipment needed to complete the projects. Materials and equipment could include wood and steel poles, cross arms, insulators, conductor, cable, splices and terminations, overhead and underground switches, pad-mounted and pole-mounted distribution transformers, cut-outs, substation transformers, circuit breakers, switchgear, protection, control and communications equipment and other equipment as may be needed to complete the work. The Engineer will provide all standards and specifications for equipment and materials that comply with all applicable standards and practices typical of electric municipal utilities in southern California. All design and construction shall conform to the latest version of California Public Utilities General Orders 95 and 128 for overhead and underground electric facilities, respectively. **The City does not maintain its own standards for materials, equipment or construction.**

The Engineer will assist with the preparation of material and equipment bid packages that conform to the City's procurement requirements, review bids, assist with the recommendation of award, review and approve supplier requests for information and submittals, inspect materials and equipment when delivered and assist the City with management of materials and equipment for use by City and contractor crews.

- **Construction Support Services**

Construction support services will include the preparation and updating of project schedules and completion-cost estimates, conducting weekly on-site project review meetings with City and contractor representatives, preparation of meeting agendas and meeting minutes, preparation and maintenance of action items, review of contractor submittals, requests for information, change requests, and payment requests, and completion of as-built records and drawings. The Engineer will also conduct weekly site inspections of construction projects (inspections will be performed after weekly on-site meetings, to reduce travel expense) and will work with the City and contractor to resolve issues that may arise during the course of construction.

- **DESCRIPTION OF CAPITAL IMPROVEMENT PROJECTS**

- **Underground and Voltage Conversion Projects**

The City is in the process of converting its 4-kV overhead distribution system to 12-kV and is converting some sections of overhead distribution to underground. The work is being completed by City crews and contractors. The City's approach to voltage conversion includes the replacement of poles, cross arms, insulators and hardware when necessary and the use of dual voltage transformers to minimize customer outages during the conversion process. The City expects to complete approximately 5 miles of voltage conversion projects during the next three years. The City intends to have this work performed in multiple phases.

- **Alola Substation Replacement**

The existing Alola Substation is at the end of its useful life and will be replaced with a new 33x69/12-kV substation. The new substation will be located on the existing site adjacent to the existing 33/4-kV substation. Upon completion of the new substation and once load is transferred to the existing equipment, the existing equipment will be removed and the site remediated and restored. This project is expected to commence construction in the spring of 2015. The new substation will consist of a primary section constructed for future operation at 69-kV but will be operated at 33-kV for an indefinite period of time. The substation will include a 69x33-kV/12-kV transformer rated at a nominal 10-MVA. The secondary section will consist of 12-kV switchgear to accommodate four distribution circuits. The switchgear will also house all protection, control, auxiliary power, SCADA and communications equipment.

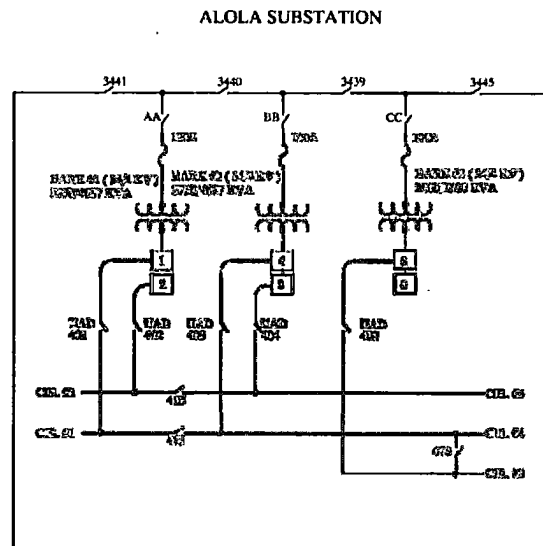


Figure 1 Existing Alola Substation

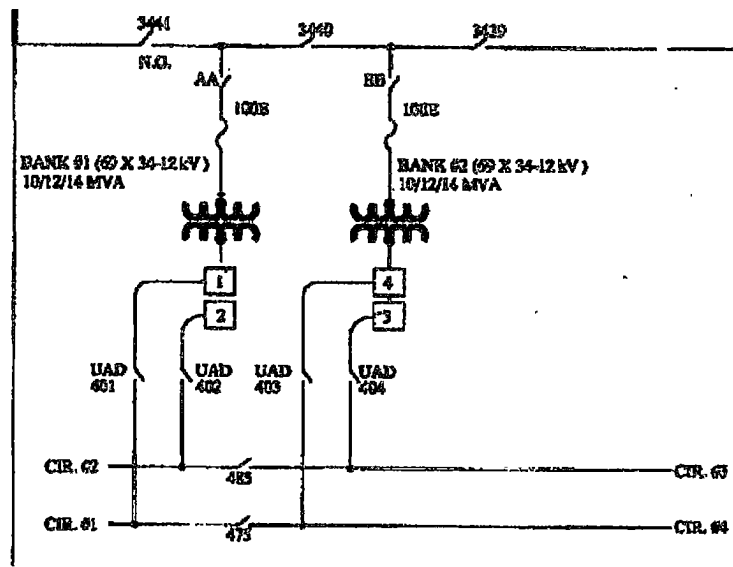


Figure 2 Future Alola Substation

- **Airport Substation Replacement**

The existing Airport Substation is at the end of its useful life and will be replaced with a new 33x69-kV/12-kV substation located adjacent to the existing substation. This project is expected to commence construction in the spring of 2015. The new substation will consist of a primary section constructed for future operation at 69-kV but will be operated at 33-kV for an indefinite period of time. The substation will include a 69x33-kV/12-kV transformer rated at a nominal 10-MVA. The secondary section will consist of 12-kV switchgear to accommodate two distribution circuits. The switchgear will also house all protection, control, auxiliary power, SCADA and communications equipment.

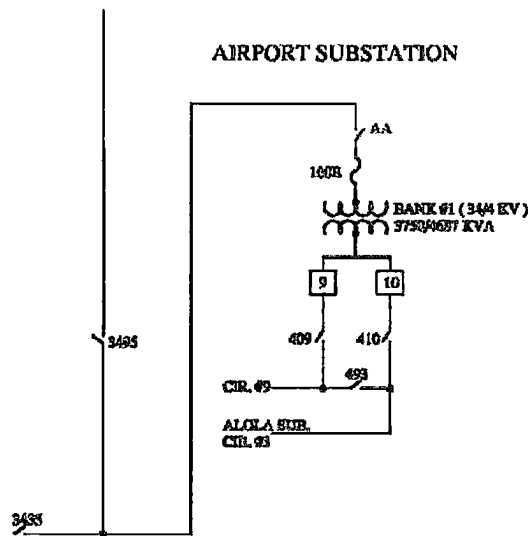


Figure 3 Existing Airport Substation

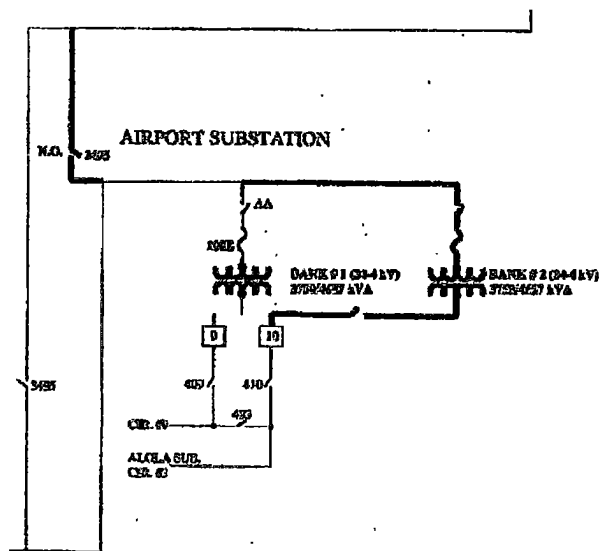


Figure 4 Future Airport Substation

- **Distribution System Upgrades**

The City requires various upgrades to the existing primary and secondary distribution systems including, but not limited to the replacement, rebuilding and upgrading of overhead and underground circuits.

- **EXPERIENCE REQUIREMENTS**

The successful firm must have in-depth experience performing work as described herein for several utilities or companies. In addition, the successful firm must have the following qualifications:

- 15 or more years of electrical, civil and structural design experience on overhead and underground distribution systems and substations.
- 15 or more years of foundation design experience for transmission and distribution line and substation structures. The experience shall include drilled piers, footings, mat foundations, slabs, and retaining and perimeter walls.
- 15 or more years of substation layout experience.
- Extensive experience with and be capable of providing analyses and calculations using PLS-CADD, Alcoa SAG 10, Mathcad, and Spida wind loading calculating software.
- Established quality control program that includes internal peer review.
- Experience with California seismology and related design requirements.
- Understanding of Southern California Joint Pole Committee (SCJPC) procedures.

Extensive experience with the latest codes and design guides governing the design of transmission and distribution line and substation structures, including pole and structure loading and electrical clearances. The Contractor shall be in possession of all of the LATEST EDITIONS of the applicable codes. These documents include but are not limited to:

- California General Order 95 - Rules for Overhead Electric Line Construction
- California General Order 128 - Rules for Underground Electric Line Construction
- National Electrical Safety Code (NESC)
- ASCE Standard 7—Minimum Design Loads for Buildings and Other Structures
- ASCE Standard 10—Design of Latticed Steel Transmission Structures
- ASCE Practice No. 48—Design of Steel Transmission Pole Structures
- ASCE Practice No. 74 – Guidelines for Electric Transmission Line Structure Loading
- ASCE Practice No. 72—Design of Steel Transmission Pole Structures
- ASCE Manual No. 74—Guidelines for Electrical Transmission Line Structural Loading
- ASCE Practice No. 96—Guide to Improved Earthquake Performance of Electric Power Systems.
- ASCE Practice No. 113—Substation Structure Design Guide.
- ASCE C857—Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures.
- American Welding Society (AWS) D1.1, Structural Welding Code
- International Electrotechnical Commission (IEC) 60826—Design Criteria of Overhead Transmission Lines
- IEEE Standard 605—Guide for the Design of Substation Rigid-Bus Structures
- IEEE Standard 693 – Recommended Practices for Seismic Design of Substations
- IEEE Standard 691—Guide for Transmission Structure Foundation Design and Testing
- IEEE Standard 1527—Recommended Practice for the Design of Flexible Buswork Located in Seismically Active Areas.

- National Electrical Manufacturers Association (NEMA) TT1—Tapered Tubular Steel Structures.
- National Electric Code (NEC)
- RUS Bulletin 1724E-200 - Design Manual for High Voltage Transmission Lines
- RUS Bulletin 1724E-300 - Design Guide for Rural Substations
- California Building Code, latest edition
- American Concrete Institute, ACI 318, latest edition
- Concrete Reinforcing Steel Institute, Manual of Standard Practice, latest edition.
- American Institute of Steel Construction, Manual of Steel Construction,
- Allowable Stress Design, 9th Edition.
- American Institute of Steel Construction, Manual of Steel Construction, Latest Edition
- Masonry Standards Joint Committee—Building Code Requirements and Specifications for Masonry Structures
- TIA-222-G-1 Structural Standards for Steel Antenna Towers and Antenna Supporting Structures – Addendum 1
- **PROPOSAL REQUIREMENTS**

The proposal will be prepared or directed by an engineer or engineers with a broad background in public utility electric systems that will also participate in proposal review, negotiations and conduct the design itself. The proposal will be arranged in the following sequence to facilitate evaluation.

A. Cover Letter

The cover letter will introduce the proposal and explain any exceptions taken.

B. Administrative/Technical Section

(1) Section 1 - to contain the following:

- a. Name of Firm,
- b. Location of Principal offices, and
- c. Local address of engineers managing City projects. If a substantial amount of work will be performed out of more than one office, please list them with approximate percentage and discipline.

(2) Section 2 - will demonstrate the proposer's experience providing similar services as follows:

- a. List previous relevant designs within the last five years

b. References for three clients within the last five years including client's name, project engineers, and phone numbers.

(3) Section 3 - an Organization chart showing names and positions of Project Manager and personnel who may be assigned to City's projects. Include resumes and relevant engineering experience of Project Manager and support design personnel.

(4) Section 4 - a general description of project design methodology, including manner and frequency of coordination with City staff.

(5) Section 5 - the proposer will give a general description of their computer use in design and ability to meet the City's AutoCad 2014 use.

(6) Section 6 - Typical drawing examples of past relevant projects, including structural, civil and electrical schematics, by the individuals that may work on City's projects.

(7) Section 7 - List of proposed sub-consultants, if any, and a description of their contribution.

C. Fee Proposal Section

Provide a schedule of Professional Hourly Rates, including any associated fees and charges, which will apply to City's projects during the entire three year term of the Agreement. The schedule should include the following:

- (1) Hourly Professional Services billing rates for general office personnel and Technician, Assistant, Staff, Senior, Associate, and Principal Engineers.
- (2) Typical travel and related expense charges between City's and proposer's office where work will be performed. Primary home office location(s) of key personnel should be adjusted, if feasible, during the term of the contract to minimize excessive travel expense.
- (3) AutoCAD system and personal computer billing rates
- (4) Reprographic billing rates in unit prices for printing, photocopies, electrostatic plotting, stapling, folding and binding.
- (5) If not customarily included in the above rates, any separately billed charges such as computer facilities billing rate for standard, discount rates, timesharing and batch processes, printing, data entry, and propriety software, presentation graphics systems, and drive storage rates.

It is the City's intent to negotiate a not-to-exceed fee cost schedule for all projects.

• **SELECTION CRITERIA**

The City will select the successful proposer on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each proposer:

- (a) Project Manager and/or firm experience most closely related to the City's needs and requirements.
- (b) Qualifications and resumes, along with availability of staff assigned.

- (c) References for similar work recently completed (within past five years).
- (d) Responsiveness to the Request for Proposals.
- (e) Knowledge of City, County, State, and Federal codes and procedures.
- (f) Methodology or approach to the scope of work.
- (g) Schedule of Fees & Charges

- **PROPOSAL SUBMISSION AND DEADLINE**

Two (2) hard copies and one (1) electronic copy on cd of the complete proposal must be submitted BEFORE 1:30pm PST February 26, 2014. Proposals received after this may be rejected. The City of Banning does not recognize the U.S. Postal Service, or any other organization as its agent for purposes of accepting proposals. Proposals must be received at:

City of Banning
Electric Utility Department Engineering Bid
99 E. Ramsey Street
P.O. Box 998
Banning, CA 92220-0998
Attn: City Clerk

- **PROPOSAL LIMITATIONS AND REJECTION**

The City reserves the right to cancel, in part or in its entirety, this invitation to submit proposals. Submitted proposals may be rejected if they show substantial alterations from required form or are incomplete or inapplicable; however, City reserves the right to waive irregularities. City also reserves the right to reject all proposals and shall not be liable for any expenses or costs incurred by proposers in preparing their proposals.

- **QUESTIONS DURING PROPOSAL PREPARATION**

Any questions arising during proposal preparation should be emailed to Brandon Robinson, Associate Electrical Engineer, at (951) 922-3260 or emailed to brobinson@ci.banning.ca.us. Questions must be sent no later than 11:00am PST on February 20, 2014. Responses to questions, if applicable, shall be posted as an addendum on the City's website (www.ci.banning.ca.us) no later than February 24, 2014. It shall be the proposer's responsibility to check the website for addenda information as may be posted. The City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the proposals that best meet the needs of the City.

- **ATTACHMENTS**

- a. SAMPLE MASTER PROFESSIONAL SERVICES AGREEMENT
- b. SAMPLE TASK ORDER AUTHORIZATION

CONTRACT TERMS TO BE ADDED TO CITY OF BANNING'S STANDARD PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES.

1.1 Retention of Engineer. City hereby retains Consultant to perform, and Consultant agrees to render, technical and professional services, including labor, material, equipment, supervision and expertise for various projects for the City's Electric Utilities Department. Services rendered under this Agreement, shall be administered by the City's Electric Utilities Department (the "Department") for various capital improvement projects.

1.2 Assigned Project. During the term of this Agreement, Engineer shall have the opportunity to submit proposals for various capital improvement projects ("Assigned Project"). The scope of work for the project will be defined in a Request for Proposals issued by City. All proposals submitted shall be reviewed by the City, and a single consultant will be selected to perform the services for the project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for Assigned Project, a sample of which is attached hereto as Attachment I. Execution of this Agreement by Consultant and/or the submission of proposals for City Assigned Projects does not guarantee the award of a Supplement Agreement.

4. CONSULTANT'S COMPENSATION.

4.1 Services. Consultant shall receive compensation for all services rendered under this Agreement at the rates negotiated for the Assigned Project, and set forth in the Supplemental Agreement for Assigned Project. The total amount to be paid to Consultant for all Assigned Projects shall not exceed \$720,000 over the term of this Agreement without prior approval of the City Council.

4.2 Extra Services. Payment for Extra Services shall be negotiated between City and Consultant on the basis of the Professional Hourly Rates schedule negotiated for the Assigned Project.



CITY OF BANNING, CALIFORNIA

Engineering Services for Substation 12kV Conversion

PROPOSAL | FEBRUARY 2014

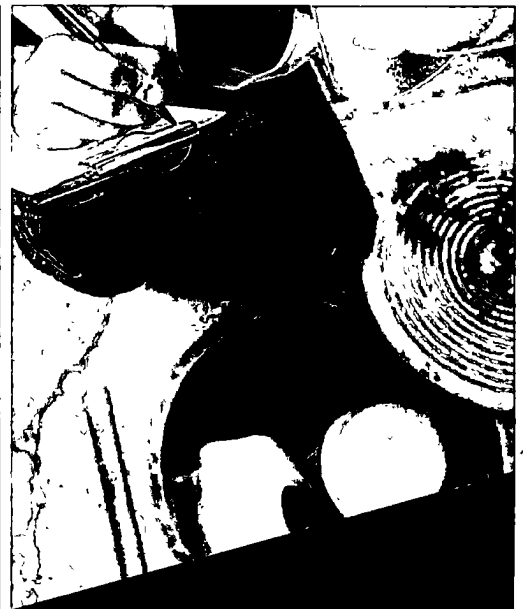
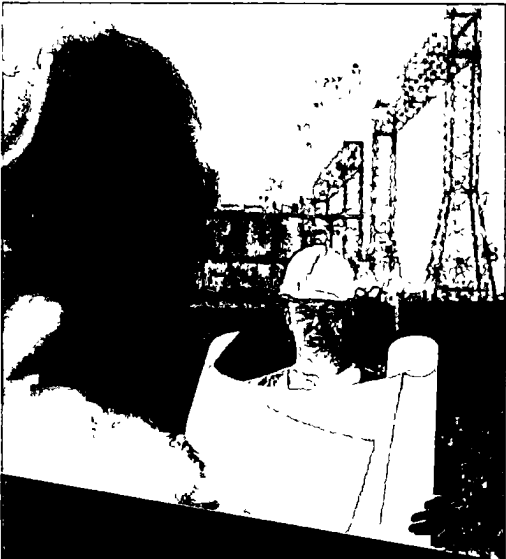
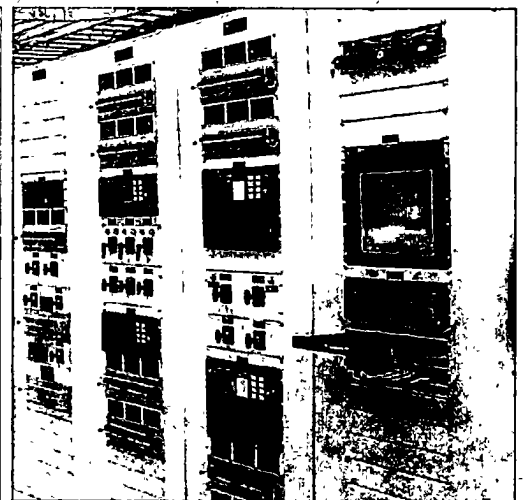
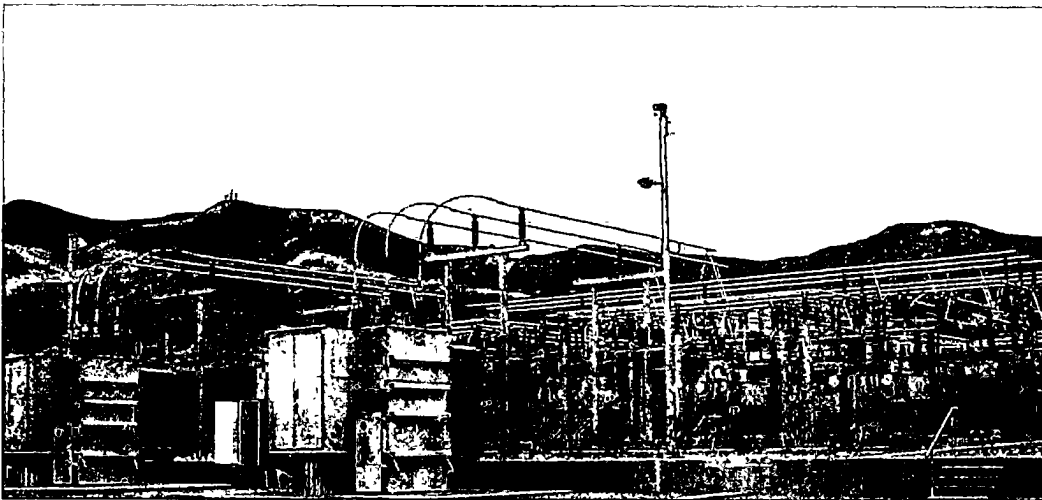


Table of Contents

Cover Letter

SECTION

Administrative Section	1
Experience	2
Proposed Personnel	3
Project Design Methodology	4
Design Software	5
Drawing Examples	6
Subconsultants	7
Rates	8

February 24, 2014



City of Banning
Electric Utility Department Engineering Bid
99 E. Ramsey Street
P.O. Box 998
Banning, CA 92220-0998
Attn: City Clerk

Subject: **Request for Proposal (RFP) for Engineering Services for Substation 12kV Conversion**

Dear City Clerk:

Leidos Engineering, LLC (Leidos Engineering) offers the City of Banning (City) relevant project expertise and decades of experience with the engineering of electric power distribution substations to assist the City in the successful delivery of the Engineering Services for Substation 12kV Conversion. Our experience working for the City of Banning for over 10 years in varied roles on many projects will allow for efficient project startup and help facilitate successful execution. We have identified a team of seasoned engineers and designers to deliver all services cited in the RFP.

Leidos has identified the following factors that will contribute to a successful project completion:

Comprehensive Team. Our team provides the City with the capabilities required to meet the needs of this project – from substation electrical and civil engineering services to distribution design services and specialized expertise, such as geotechnical investigations and public involvement – to deliver an integrated solution.

California State-Based Experience. Our project experience includes successful completion of projects throughout California for public and municipal utilities, including the City of Banning's Sunset Substation and substations for the cities of Riverside, Ukiah, Colton, Healdsburg, and Imperial Irrigation District, which are discussed in Section 2 - Experience.

Local Presence, National Expertise. Leidos Engineering has proposed staff located within a short drive to Banning who are able to rapidly support the project, to assist the City on site, or to address an issue in person. Additionally, we have a national team of experienced engineers who will support the project's technical requirements. This will allow us to employ a direct and responsive approach to communicating with your staff, contributing to constructability and quality of design solutions.

Ability to Perform. Our experience on similar projects demonstrates Leidos Engineering's ability to meet the City's schedule needs. The Orchard Substation project we executed for the City of Ukiah serves as an example of our commitment and consistency. Our existing knowledge of your system and personnel will provide a consistent approach to your new projects. Our team has committed the resources required to complete this project on time for the City. As project manager, I bring comprehensive and directly

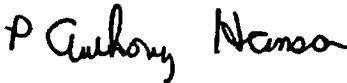
applicable expertise to the project through my 27 years of industry experience, including 20 years of project management experience on approximately 150 projects, including the City of Banning's Sunset 69x33/12 kV Substation.

Leidos takes no exceptions to the additional terms of the RFP. The master agreement would be based on these additions and the currently negotiated terms with the City.

We value the relationship we have with the City of Banning and look forward to working with you and your staff on this project. If you have questions regarding this proposal or would like additional information or clarification, please contact me directly at 615-431-3226 or anthony.hanson@leidos.com.

Sincerely,

Leidos Engineering, LLC



P. Anthony Hanson
Senior Project Manager



Steven S. Rupp
Vice President

SECTION 1

Administrative Section

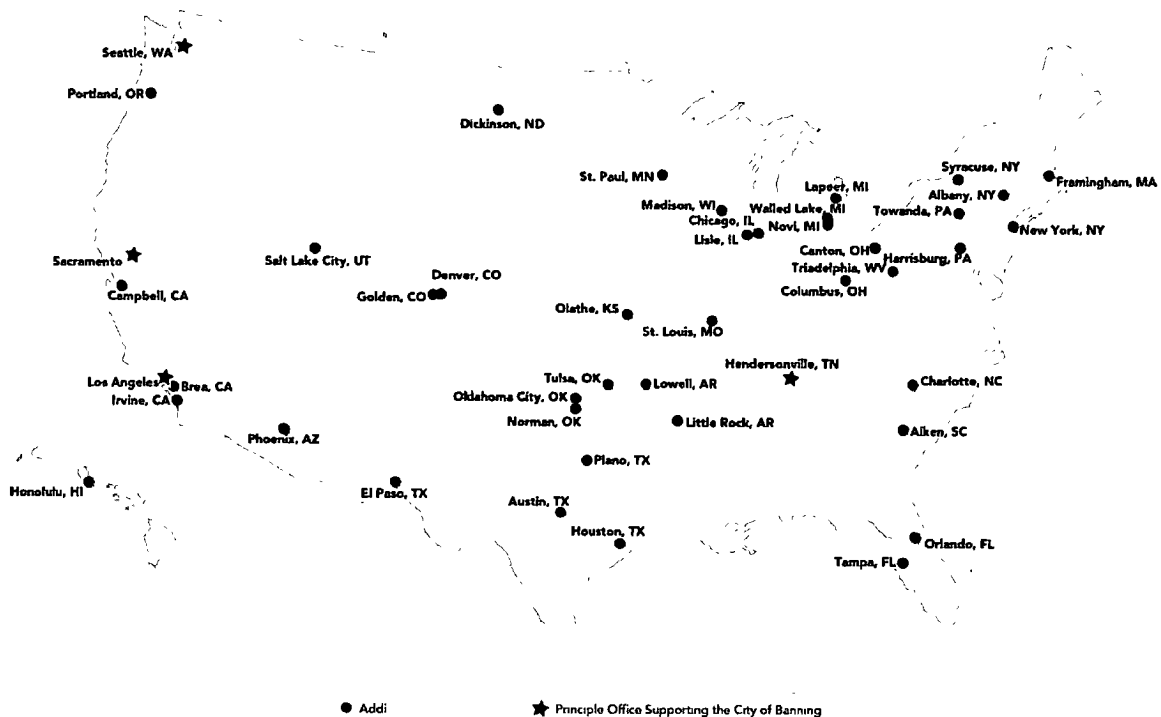
a. Name of Firm

Leidos Engineering, LLC (Leidos or Leidos Engineering)

b. Location of Principal Offices

As shown in Figure 1-1 below, Leidos has offices located across the United States, enabling our clients to call on a seamless organization to meet their power delivery needs from coast to coast. Our staff in these offices are dedicated to developing innovative, integrated solutions to complex energy, environmental, and infrastructure challenges.

Figure 1-1. Principal Leidos Locations Supporting the City of Banning



Leidos' principal offices that will support work for the City of Banning are Hendersonville (Nashville), TN; Sacramento, CA; Los Angeles, CA; Carpinteria, CA, and Seattle, WA. These offices offer a full range of engineering services for distribution and transmission line, substation, protection and control, and grid planning analysis and design. The staff in these offices regularly execute projects together.

c. Local Address of Engineers Managing City Projects

Leidos has compiled a list of experienced personnel to assist the City across the areas of expertise identified. Project teams will be identified for specific projects to meet the skill sets required, and work will be performed under the direction of an assigned technical lead, the Project Manager, and the Deputy Project Manager we have assigned to this contract. Jon Olenski, located in Los Angeles, will serve as Deputy Project Manager; Steve Rupp, located in our Sacramento office, will serve as our Client Liaison. Both of our subconsultants, Geocon and RBF Consulting, have a strong presence throughout California.

Leidos has a broad range of staff in our various offices. The percentage of work to be performed at each location will vary depending on the project scope, technical specialties required, and project schedule. It is our goal to provide the right staff to support the project, and management's commitment of their time to support the project schedule. Figure 1-2 lists the addresses of the principal offices that will serve the City for this contract.

Figure 1-2 Addresses of Principal Leidos Locations

Location	Office Address
Hendersonville, TN (near Nashville)	131 Saundersville Road, Suite 300 Hendersonville, TN 37075
Los Angeles, CA (near Pasadena)	6240 Saylin Lane Los Angeles, CA 90042
Sacramento, CA	2600 Capitol Avenue, Suite 140 Sacramento, CA 95816
Seattle, WA	999 Third Avenue, Suite 500 Seattle, WA 98104
Carpinteria, CA	5464 Carpinteria Ave., Suite K Carpinteria, CA 93013

SECTION 2

Experience

a. Previous Relevant Designs Within Last Five Years

Leidos Engineering is recognized as an industry leader in power delivery services. These services include electric power substation design, transmission and distribution design and planning, and engineering; protection and controls; SCADA; smart grid; project management; construction management; and commissioning.

Leidos Engineering delivers full lifecycle, performance-based solutions that enable utilities and other industry stakeholders to keep pace with growing needs and to reliably generate and deliver energy more efficiently. We leverage an experienced team of engineers, systems and integration experts, financial analysts, and management consultants to help plan, design, build, and integrate complete energy delivery solutions that support today's requirements, with the scalability to meet tomorrow's demands.

Within Leidos Engineering's broad range of power utility engineering and planning experience, we have prepared plans and specifications for numerous distribution substations. The projects presented below reflect the direct experience of our proposed team members in performing similar substation design projects throughout the country within the past five years. Each project was completed on time and within budget.

Sunset 69/12 kV Substation

City of Banning, California

- › **Key Leidos Team Members:** Anthony Hanson, Garrett Moak, Richard Lippold, Steve Rupp, Blake Dicus
- › **Completed:** 2009

As owner's engineer for the City of Banning's new distribution Sunset Substation, Leidos was responsible for the project management, design, procurement of equipment, and construction of the substation and its related transmission and distribution facilities. This role included providing project management, engineering, environmental permitting, land acquisition, equipment procurement, and construction management expertise throughout project development.

The ultimate substation configuration was a six-breaker, 69 kV ring bus (initially operated at 33 kV and with only four of the ultimate six breakers) with two 12/16/20 MVA transformer banks and nine 12 kV circuit breakers to accommodate four distribution feeders, two distribution capacitor banks, and main and tie breakers. The substation site development allows for a future 115/69 kV substation yard to facilitate a second point of interconnection with Southern California Edison. The project included a 2,400-foot access road, a stormwater detention pond, retaining wall design and a 10-foot concrete masonry wall security fence. The transmission line serving the substation include a 69 kV steel pole line, with distribution, communication and fiber, an overhead crossing of an interstate, a transition to underground for transmission, distribution and fiber to the substation.

The Sunset Substation ultimately served as a main point of interconnection to the Southern California Edison transmission system and the hub of a 69 kV transmission system that replaced the existing 34 kV sub-transmission system. This project was the first and most crucial step toward implementing the long-term vision of the Banning electric system and continuing to provide reliable and cost-effective service to the residents and businesses of the City.

The project also included single Master SCADA system manufactured by Survalent Technologies, Inc., and a substation communication processor located at the substation for data collection. The installation also included a fiber optic communication system for communication. The ultimate configuration included five substations with an HMI interface at the substation locations. This substation was part of a network of substations connected by SAIC that augmented system operations with read only privileges. SAIC's work included specifying all components and programming of the master station, communication processor and relays, and startup and commissioning responsibility of the system.

Our identified subcontractors were involved in this effort. Geocon provided geotechnical engineering services while RBF provided surveying services.

Paducah Primary #8 Substation, Paducah Coleman Road, and North Princeton Substation Kentucky Municipal Power Agency (KMPA)

- › **Key Leidos Team Members:** Anthony Hanson, Blake Dicus, Robert Jenkins, Eddie Durham
- › **Completion Date:** 2009

Paducah Power System (PPS) is a member of Kentucky Municipal Power Agency (KMPA) that needed to switch power suppliers and transmission interconnect points. The new transmission interconnect utility is the KU-E.ON 161 kV system. To accommodate the new connection, KMPA and Leidos identified the preferred tap points and configuration of the interconnecting substations for the following locations: North Princeton, Paducah Primary, and Paducah-Coleman Road. To meet the transfer date, E.ON agreed to allow KMPA to design and to construct the interconnecting facilities, subject to approval by E.ON. Each project is described below.

Paducah Primary #8 Substation: The Paducah Primary interconnection was performed at the existing Primary #8 Substation. Leidos performed complete design of the upgraded interconnection consisting of a 161 kV four-position ring bus. Two positions are used for the incoming lines, one position is used for the new 161-69 kV transformer, and one position is used for the emergency Tennessee Valley Authority (TVA) connection. The modifications included a new 161-69 kV 50/66.7/83.3/93 MVA transformer bank. In order to accommodate the proposed generation at this location, one new 69 kV bay bank breaker and two 69 kV feeder bays were also added.

A new pre-fabricated control building was installed for the new and existing relaying. The existing relaying was replaced with microprocessor-based relays. E.ON retained ownership and operation of the breakers and bus directly affecting the flow of power through its system.

The testing and commissioning services were performed by Leidos and the owner for the majority of the substation equipment. The LG&E and KU equipment was tested to KU standards, including the use of the standard commission forms. The testing procedures were a collaborative effort between the Owner, KU, and Leidos.

Paducah Coleman Road: The Coleman Road Interface was an existing substation with a single radial transmission tie to the transmission system. This project replaced the existing interconnection point with a new transmission line extension and substation relaying and metering. Leidos performed complete design of the interface facilities. Additionally, the testing and commissioning was performed by Leidos using KU standards and turned over for energizing.

North Princeton Substation: Leidos performed complete design for the Princeton interconnection point to include a greenfield substation with a three position ring bus and a seven-mile transmission line to the existing Princeton Electric Power Board facilities.

Leidos designed a complete, pre-fabricated control building that was installed for all of the relaying. E.ON retained ownership and operation of the breakers after the substation was commissioned. The testing and commissioning was coordinated by Leidos using industry standards and KU requirements.

SCADA Data Concentrator Programming: All of the above installation included either shared or dedicated RTU and data concentrator facilities. Leidos performed the design of the data collection architecture, programmed the data concentrator to all devices within the substations, and provided interface to the Master station for the local utilities and to KU. This also included commissioning and testing of all points and interconnections with the local utility and the KU emergency management system operators. The Princeton project also included specifying and programming a Survalent Master Station for the Utilities' SCADA needs.

Multiple Substation Projects

Joe Wheeler Electric Membership Cooperative

- › **Key Leidos Team Members:** Anthony Hanson, Blake Dicus, Matthew Bell, Adam, Fox, Charlie Plemons, Robert Jenkins, Eddie Durham
- › **Completed:** Ongoing

Over several years, Leidos has been performing all of JWEMC's substation projects. Services have included brownfield site to greenfield designs to relay replacements only. A typical project is described below.

Hartselle Primary Substation: Leidos provided engineering services for the replacement of 161 kV and 46 kV relaying, installation of 161 kV circuit switchers, and replacement of 46 kV circuit breakers at Hartselle Primary Substation. As part of the design services Leidos specified the high-voltage acceptance tests and reviewed the test reports, developed and executed the protective relay tests and control functional tests and assisted the owner with placing the station in service after the upgrades. Leidos conformed the design drawings to construction records and coordinated the record drawings from the equipment suppliers.

Other projects include:

- | | | |
|----------------------------|----------------------------|--------------------------|
| › Solvay Substation | › Hatton Substation | › Falkville Substation |
| › Boeing Substation | › Red Hat Substation | › Mallard Fox Substation |
| › Oden Ridge Substation | › Finley Island Substation | |
| › | › Hexcel Substation | |
| › Mt Hope Ridge Substation | › Toray Substation | |

District 69-13 kV Substation Modifications

Lafollette Utilities Board (City of Lafollette Electric Department)

- › **Key Leidos Team Members:** Anthony Hanson, Blake Dicus, Matthew Bell, Eddie Durham
- › **Completed:** 2012

LaFollette District Substation is a 69 kV-13kV distribution substation replacement located one block from downtown LaFollette. The site is adjacent to Big Creek and lies within a floodplain. Due to previous site usage history, an environmental site assessment was recommended. SAIC worked with the LUB and the City of LaFollette to satisfy flood protection criteria. SAIC also assisted in selection of soil remediation contractor to remove arsenic impacted soils identified in the Environmental Site Assessment (ESA) report. Civil work consisted of site development and foundations. Detailed site design and foundation calculations were performed.

Leidos was retained by LUB to design and prepare contract documents for the District substation consisting of one 18/24/30 MVA, 69 kV-13 kV power transformers, one 69 kV circuit breaker, three single-phase regulators, and four 13 kV reclosers for feeder protection. A prefabricated control building with protective relaying and the associated steel and bus with provisions for connecting a mobile spare transformer were also designed. Development of the construction contract was also included. SAIC's responsibilities included substation construction administration and development of relay settings.

Alfermann 138 kV Substation

Rolla Municipal Utilities (RMU), Rolla, Missouri

- › **Key Leidos Team Members:** Anthony Hanson, Ken Aldridge, Robert Jenkins, Matthew Bell, Blake Dicus
- › **Completed:** 2011

Leidos assisted RMU with upgrading their electric connection by constructing two 138 kV lines to an existing 138-34.5 kV Ameren substation. The substation consisted of two power transformers, two 138 kV circuit breakers, and six 34.5 kV feeder breakers. Leidos made provisions for future 34.5 kV capacitor banks. Leidos provided basic technical specifications for the equipment. We also prepared procurement contracts for the steel structures, equipment, and the prefabricated control building. The protective relaying, SCADA, communications, and battery system are housed in the prefabricated control building.

RMU solicited and procured the equipment, and Leidos reviewed the tenders for technical compliance to the specifications. Leidos prepared the technical specifications and site plan drawing for construction of the substation. The construction package included site work and grading details. The grading of the 3.75 acre site included cut and fills to approximately 9 feet and provisions for a storage building located on the parcel, which included a 34.5-13 kV substation. The drainage basin for the project site was 4.45 acres and utilized open ditches with culverts to route drainage under access roads and bypass the offsite drainage. The access drive included a concrete apron at the project entrance with a gravel surface driveway overlying a compacted stone base. We also designed the foundations for the equipment and structures.

Smart Grid Implementation

California State University, Sacramento, California

› **Key Leidos Team Members:** Anthony Hanson, Robert Jenkins, Garrett Moak

› **Completed:** 2012

California State University, Sacramento (Sacramento State) partnered with Sacramento Municipal Utility District (SMUD), the State of California Department of General Services, and the Los Rios Community College District to develop a comprehensive regional smart grid solution built upon the installation and operation of an end-to-end smart grid that extends from the transmission system to the smart meters of all 600,000 SMUD customers. SMUD sought a Smart Grid Investment Grant under the integrated and/or crosscutting systems topic area to expand and accelerate the deployment of its SmartSacramento project. When complete, SmartSacramento will link smart meters and home area networks with upstream, automated distribution operations; will optimize distribution system operations to improve system reliability and efficiency; and will fully enable our customers to participate in the electricity marketplace by accelerating the introduction of dynamic pricing and demand response programs by two full years.

Sacramento State is a sub-recipient under SMUD for the award of project to design and provide associated documentation for the Smart Grid Investment Grant Project. The main components of this project are energy management and control system (EMCS), automated utility metering, and electric distribution system reliability. Leidos (previously as R. W. Beck) was selected to design and support construction of three elements of the Smart Grid Investment Grant project to be installed at Sacramento State to achieve the following:

- › Participation in SMUD's automatic demand response (ADR) program along with increased building energy efficiency achieved through the installation, replacement, and upgrade the EMCS in up to 44 buildings on campus
- › Reduction of operating costs and the implementation of dynamic electric rates through the use of advanced electric meters at up to 80 electric services to campus facilities
- › Improvement of electric distribution systems reliability using up to 8 advanced distribution switches and an additional distribution circuit to be installed in the campus electric distribution system.

The EMCS will integrate, interface, and otherwise be connected to, and allow control by, a central energy management system that will interface directly with SMUD to receive and respond automatically to SMUDs' requests to reduce the demand for electricity. Demand reductions will be achieved through reductions in electric demand of fans and air handlers by increasing the temperature set-points in conditioned spaces of participating campus facilities, and/or reducing air handler fan speed using Variable Frequency Drives (VFD's). It is further envisioned that energy savings will result from the EMCS upgrades sufficient to pay debt service on Sacramento State's loan to fund the project.

The advanced electric meters will communicate either directly, or in some cases indirectly, via the existing campus network to a central meter data management and billing system. The new system will eliminate the need to manually read electric meters, enter meter data into a spreadsheet and manually analyze and create electricity consumption reports and bills for campus facilities. The new Advanced Metering Infrastructure (AMI) system will allow for the implementation of dynamic electric rates and will support the new Automated Demand Response (ADR) strategy. The AMI system, including meter data management

and billing systems will accommodate the future expansion and contraction as well as the addition of natural gas and BTU meters for chilled water and steam.

The new advanced distribution switches will be installed at key locations throughout the campus distribution system. The new switches will allow switching between circuits to reduce circuit outage duration and extent, and improve the operational flexibility of the system. Some or all of the new switches will be interfaced to the campus energy management system, and some or all of the new switches may be configured to operate autonomously during outage events.

Generally, the scope of engineering services address the development of cost estimates, energy cost savings estimates, construction specifications and drawings, and project management and engineering support necessary to support Sacramento State contracting with one or more installation contractors to furnish and install the systems as designed by Leidos.

Middle Tennessee State University Electrical Master Plan and UG Designs Tennessee Board of Regents

- › **Key Leidos Team Members:** Anthony Hanson, Matthew Bell, Adam Fox, Eddie Durham
- › **Completed:** Ongoing

Leidos Engineering was retained by the Tennessee Board of Regents to prepare an engineering and economic analysis of electric system upgrade and expansion options, conversion of the overhead system to underground, and the development of an Electrical Master Plan for Middle Tennessee State University (MTSU). The engineering analysis consisted of preparing a system load forecast, evaluating the existing electrical distribution system, determining existing and future requirements, and identifying and proposing alternative solutions for meeting the campus' future power supply and distribution requirements. Alternatives included expansion of the existing delivery point, the construction of a new delivery point, purchase of the campus electric distribution system, and conversion of the system to underground. The economic analysis consisted of developing estimates for cost of materials and labor for conversion of all overhead facilities to underground, as well as the power supply options. This also included preparing a present-worth analysis of the alternatives considering ownership costs, operating costs, construction costs, annual cost of losses and reliability issues. We updated the plan based on MTSU's campus expansion, while developing a phased conceptual design and budget for undergrounding the remaining overhead facilities as we prepared for future loads and a second delivery point.

Once a Master Plan had been developed, Leidos has performed detailed design on the conversion from OH to UG systems. The project included design of ductbank system, sizing of feeders, location and functionality of pad-mounted system, fiber communications for auto-feeder restoration, and monitoring/SCADA system for operations.

Overhead 12 kV Line Projects**City of Bardstown, Kentucky**

› **Key Leidos Team Members:** Larry Hendershot, Anthony Hanson

› **Completed:** Ongoing

Leidos has served the City of Bardstown since the mid-1990s as System Planner and Design Engineer. During this tenure, Leidos has designed a series of thirteen 12 kV overhead distribution projects totaling 42 miles of construction. The 12 kV projects included upgrades from 4 kV construction to 12 kV construction. The City of Bardstown prefers the spacer cable design for its residential and downtown areas. Design services included wood pole spotting, sizing and framing; material quantity take-off; line routing; structure spotting; surveying; field investigation; construction administration; and final inspection.

12 kV Overhead and Underground Projects**City of Berea, Kentucky**

› **Key Leidos Team Members:** Larry Hendershot, Anthony Hanson, Eddie Durham

› **Completed:** Ongoing

Leidos designed a series of eight 12 kV overhead and underground distribution projects. Design services included standards development, wood and concrete pole sizing and framing, material quantity take-off, line routing, structure spotting, surveying, field investigation, construction administration, and final inspection. Design has also included conversion of 4 kV areas to 12 kV. Presently, the Lewis Street Substation is being converted from 4 kV to 12 kV. The design includes modifications to the substation as well as pole line modifications for the voltage conversion. Cutover procedures and sequences will be developed as part of the design.

12 kV Overhead Projects**Caney Fork Electric Cooperative, Tennessee**

› **Key Leidos Team Members:** Larry Hendershot

› **Completed:** Ongoing

Leidos designed a series of 10 12 kV distribution projects related to Tennessee Department of Transportation (TDOT) highway relocation projects. Design services included permitting, coordination with joint use utilities, wood pole sizing and framing, material quantity take-off, line routing, structure spotting, surveying, field investigation, contract preparation and administration, and final inspection. All projects were TDOT Chapter 86 projects, requiring specific submittals and coordination with TDOT for the utility to be reimbursed by the State of Tennessee.

Downtown St. Louis Underground Revitalization Program Ameren (Missouri)

- › **Key Leidos Team Members:** Larry Hendershot
- › **Completed:** Ongoing

Leidos is providing design and engineering services under a multi-year master services agreement for the downtown St. Louis Underground Revitalization Program. This program includes the installation of a new switching substation approximately 16 blocks west of an old station that will be retired and re-feeding the existing loads with approximately 17 new circuits. Leidos was selected due to its proven success in urban power delivery engineering, project management, construction knowledge, knowledge of the local permitting processes, and existing relationships with city stakeholders.

Leidos manages the entire design process including the survey subcontractors. Engineering and design services include the installation and replacement of network protectors, transformers, cables, and electrical infrastructure. Civil designs include the installation of manhole and duct systems and vaults throughout downtown St. Louis. The work associated with this revitalization program is in support of numerous underground distribution projects found in dense urban environments. A key challenge is designing new duct banks and manholes in areas that are highly congested with existing electrical infrastructure as well as other utilities such as gas, multiple communication duct banks, steam tunnels, water lines, refrigeration lines, and sewers. There are a number of places where the road right-of-way is so congested that normal precast manhole will not fit. In these cases, unique cast-in-place manholes are designed. A typical design includes obtaining utility information from all utility owners, having the facilities located, surveying the areas, creating a plan and profile from that information, entering the material and labor information into the DOJM system, creating details as needed, creating traffic control plans and permit exhibits.

We work closely with the Ameren engineers and we design to all of Ameren's standards and construction preferences. Ameren has not taken on a project like this in the past and we have great input into the design decisions. Some of the challenges include modernizing a system that has been built with various construction methods, materials, and standards over more than 100 years. We have designed approximately 48,000 lineal feet of duct bank and 108 new manholes, and have installed more than 74,000 lineal feet of new cable, four transformers w/ network protectors, and seven new switchgears. We have also inspected over 184 existing manholes. Our design deliverables include complete plan and profiles for each project.

Leidos is also responsible for the management of various subcontractors, including:

- › Survey of all existing utility facilities within the project areas. Utilities include: electric, gas, water, telecom, sewer, steam, refrigeration lines, etc.
- › Manhole inspection safety assistance including air monitoring, pumping of water from manholes, supplying and manning the rescue tripod, and traffic control.

b. References

We encourage the City of Banning to contact the following three representative professional references for work completed within the last five years who can speak to the ability of the Leidos team to meet project objectives while maintaining budget and schedule.

Reference No. 1	
Riverside Substation Projects (Master Services Agreement)	
Client Reference	City of Riverside, California George Hanson, Field Operations Manager Phone: (951) 545-0048
Completion Date	2013
Key Leidos Team Members	› Anthony Hanson › Adam Stevenson › Robert Jenkins › Garrett Moak

Under a master services agreement, Leidos has performed multiple substation design projects for Riverside Public Utilities over the past 20 years. Particular examples are listed as follows.

Casa Blanca Power Project - 2013: Provided electrical design and technical support for modifications and upgrades to the 69/12.5 kV substation. The project included a relay coordination study for 69 kV and 12.5 kV circuits and preparation of relay configuration settings. For new 69 kV line relays at Riverside and Freeman substations, Leidos prepared a relay coordination study and relay configuration settings.

Freeman Substation – Control Building Expansion - 2012: Provided project management and design services for the expansion of the control building. Leidos' services included project management, document control and support, structural design, and foundation design drawings during construction, and as-built drawings after construction. The electrical design consisted of relocation of conduits and wiring and adding lighting to an existing lighting circuit

Mt. View Substation Seismic Upgrade - 2010: Performed a structural analysis on a 4-bay steel framed box bus and switch support structure built in the early 1960s using RISA 3D. We analyzed the existing foundations and designed upgrades to the foundations for the current loading conditions and to meet current codes that allowed for construction around the existing obstructions in the operating substation.

Reference No. 2	
Orchard 115/12 kV Substation	
Client Reference	City of Ukiah, California Mel Grandi 300 Seminary Avenue, Ukiah, CA 95482 Phone: (707) 463-6295
Completion Date	2011
Key Leidos Team Members	› Anthony Hanson › Garrett Moak › Adam Stevenson › Richard Lippold › Steve Rupp › Blake Dicus › Larry McCullum › Eddie Durham

As owner's engineer for the City of Banning's new distribution Orchard Substation, Leidos was responsible for the project management, design, procurement of equipment, and construction of the substation and its related transmission and distribution facilities. This role included providing project management, engineering, environmental permitting, land acquisition, equipment procurement, and construction management expertise throughout project development.

The ultimate substation configuration was a four-breaker, 161 kV main bus with three 20/25/33//37 MVA transformer banks and fifteen 13 kV circuit breakers to accommodate twelve distribution feeders, two distribution capacitor banks, and main and tie breakers. The project included single Master SCADA system manufactured by Survalent Technologies, Inc., and a substation communication processor located at the substation for data collection. SAIC's work included specifying all components and programming of the master station, communication processor and relays, and startup and commissioning responsibility of the system.

The project included design of 12 kV underground exit circuits from the substation switchgear to the overhead or underground point in the orchard distribution system. The substation design included SCADA as part of the implementation of a city-wide SACAD program. The transmission line included self-supporting poles and modifications to the existing line to facilitate conversion with minimal outage.

. Alan Kropp & Associates provided geotechnical engineering services, EBA Engineering provided surveying services, and LACO Associates handled environmental permitting (CEQA). Leidos performed EMF calculations on the new substation for the CEQA permitting process.

Reference No. 3 North 69/12 kV Substation	
Client Reference	City of Colton, California Nicole Mihld, Purchasing Director NMihld@ci.colton.ca.us (909) 370-5047
Completion Date	2010
Key Leidos Team Members	› Paul A. Hanson › Robert Jenkins › Steve Baumgart › Garrett Moak › Dru Ernst › Paul Dorvel › Larry McCullum

Colton's Electric Utility Department selected the team to design a new distribution substation. It was planned and designed to provide additional capacity for the residential and commercial load growth in the Cooley Ranch area. The station is served by a 66 kV loop from the City's Drews and Hub Substations. Each line terminates to a ring bus at North Substation. Equipment specifications were developed for two 3 phase 66/12.47 kV, 20/26/33 MVA power transformers; disconnect switches, and outdoor metal clad switchgear. The distribution system is served through underground getaways. Studies were performed for station arrangement; surveys and geotechnical investigations were performed; and design plans were developed for electrical, civil, and structural elements of the substation. Specifications included relays, metering, controls, and station service. Services included the evaluation of construction bids and the recommendation for award.

The project also included a 1.9-mile steel pole double circuit transmission line with distribution underbuild to tie the substation to the City's system. Additionally, the team and its environmental subconsultant were selected to analyze the environmental impacts of the proposed electrical substation pursuant to the requirements of CEQA, which resulted in preparation of an Initial Study/Mitigated Negative Declaration. The firm also provided construction management, construction engineering, and testing and startup assistance to the City.

For this project, our recommended subcontractors RBF and Geocon participated. RBF provided surveying and landscape architecture services, while Geocon provided geotechnical services.

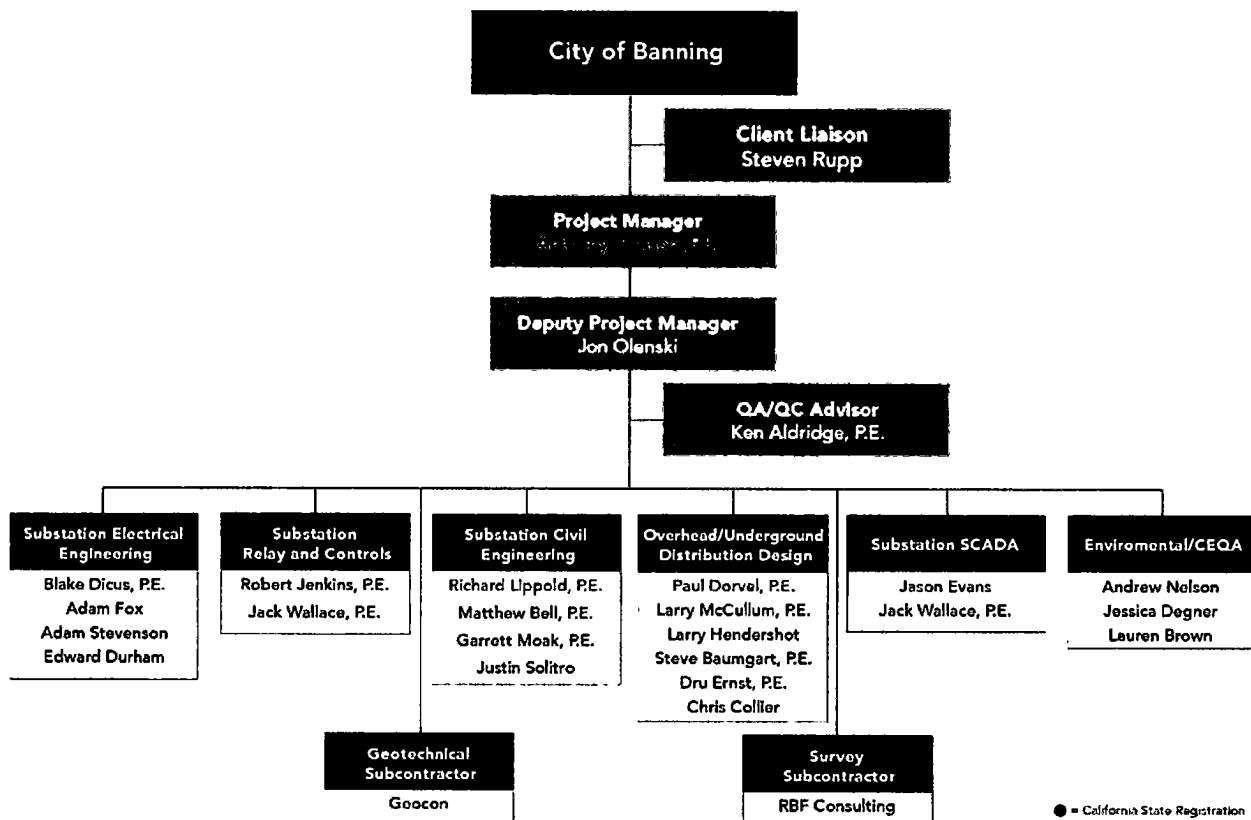
SECTION 3

Project Personnel

Team Organization

Leidos Engineering's proposed team offers the City of Banning the optimal balance of technical expertise in all of the scope categories and direct experience previously working with your utility, as noted previously in Section 2 - Experience. Leidos Engineering offers a project team with the depth and breadth of experience necessary to assist the City of Banning with engineering and project management services for the Substation 12 kV Conversion Project. Our technical team, presented in the organization chart in Figure 3-1, has extensive knowledge, qualifications, capabilities, and experience that are fully commensurate with the design support category for which they have been assigned for the contract. Full resumes for these proposed staff are provided at the conclusion of this section.

Figure 3-1. Organizational Chart



Project Manager Anthony Hanson, P.E. will oversee the day-to-day progress of our work. He will manage the scope, budget, and schedule of the contract and be responsible for Leidos' response to project tasks. Mr. Hanson brings experience working with the City on the Sunset 69/12 kV Substation. Deputy Project Manager Jon Olenski is located in Los Angeles, near Pasadena, and will be our local project representative for the City. Mr. Olenski has 13 years of project management experience and brings recent experience with the City of Banning managing the Phase 2-6 Downtown Overhead to Underground Conversion Project. Steve Rupp, located in Sacramento, will serve as Client Liaison and Ken Aldridge, P.E. will serve as Quality Assurance/Quality Control Lead.

Subconsultants

Goecon will provide Geotechnical services; RBF Consulting will provide land surveying services. Both companies are located in California. **Geocon has 9 offices in California, with San Diego home to its headquarters where the company was founded in 1971.** From RBF Consulting's beginning in 1944 in Southern California, the company has grown to a full service consulting firm with project experience in 13 countries, 27 states and over 700 local agencies. **RBF Consulting, A Company of Michael Baker Corporation, has a team of over 500 professionals with 17 offices in the Western United States, with 14 offices located throughout California.**

As requested in the RFP, our subconsultants are discussed in more detail in Section 7 - Subconsultants.

Staff Qualifications

Figure 3-2 lists the key project team members, including their roles/title associated with this project; professional engineering licenses, if applicable; and years of experience.

Figure 3-2 Project Team

Name	Role	Licensure	Years of Experience
Anthony Hanson, P.E.	Project Manager	Professional Engineer, Electrical: AL, IN, KY, TN, MO, CA; NCEES Record	27
Jon Olenski	Deputy Project Manager	N/A	13
Steve Rupp	Client Liaison	N/A	25
Ken Aldridge, P.E.	QA/QC Advisor	Professional Engineer Electrical: KY, TN, LA, MS, VA, IN, GA	22
Blake Dicus, P.E.	Substation Electrical Engineer	Professional Engineer, Electrical: TN	10
Robert Jenkins, P.E.	Relay Settings and Modeling Engineer	Professional Engineer, Electrical: TN	19
Richard Lippold, P.E.	Substation Civil Engineer	Professional Civil Engineer: WA, CA, HI	33
Matthew Bell, P.E.	Substation Civil Engineer	Professional Mechanical Engineer: AL, CT, FL, GA, IN, KY, LA, MI, MS, NM, TN, WA	20

Name	Role	Licensure	Years of Experience
Paul Dorvel, P.E.	Overhead/Underground Distribution Design	Professional Electrical Engineer: CA, TX, AK, WA	30
Larry McCullum	Overhead/Underground Distribution Design	Professional Electrical Engineer: TN, KY, WA	28
Larry Hendershot	Overhead/Underground Distribution Design	N/A	46
Steve Baumgart, P.E.	Overhead/Underground Distribution Design	Professional Civil Engineer: WA, NC, KY, NY	20
Chris Collier	Overhead/Underground Distribution Design	N/A	16
Jack Wallace	Substation SCADA	N/A	6
Andrew Nelson	Environmental/CEQA Lead	N/A	30
Jessica Degner	Environmental Support	N/A	12
Lauren Brown	Environmental Support	N/A	20

Resumes

Resumes of our proposed team are included in the following pages.

P. Anthony Hanson, P.E.

PROJECT MANAGER

Anthony Hanson brings more than 27 years of industry experience, including 20 years of project management experience on approximately 150 projects. He is an expert in substation design, SCADA system design and implementation, smart grid automation, coordination studies, and underground distribution design.

Mr. Hanson has prepared specifications for all substation components, including circuit breakers, power transformers, control buildings, metal-clad switchgear assemblies, relay panels and structures. Specification experience also includes underground equipment and SCADA systems. He has performed and been responsible for all aspects of substation design including communication systems, grounding, switching, foundations, structures, P&C design, and development of relay settings.

His SCADA design expertise includes specifications for traditional systems as well as digital communications using intelligence electronic devices (IEDs). In addition, he has performed on-site construction administration on substation and distribution projects, system analysis and feasibility studies that include loading evaluations, voltage-drop calculations, and power factor corrections. Mr. Hanson has also managed grid automation for several smart grid initiatives.

Mr. Hanson's utility system engineering experience also includes designing new and rebuilt three-phase feeder circuits, inspecting work orders for conformance to specifications and codes, and performing protective device coordination studies.

EDUCATION

- › B.S. in Electrical Engineering, Tennessee Technological University

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- › Professional Engineer Electrical: AL, CA, IN, KY, MO, and TN
- › Member of NCEES

PROJECT EXPERIENCE

Sunset 69/12kV Substation

City of Banning, California

Electric Design Project Manager. Mr. Hanson led a project team that completed the detailed design of the Sunset Substation, procured the major equipment for the project, and developed specifications for the construction contracts. The substation configuration is a six-breaker, 69 kV ring bus (initially operated at 33 kV and with only four of the six breakers) with two 15/20/25 MVA transformer banks and nine 12 kV circuit breakers to accommodate four distribution feeders, two distribution capacitor banks, and main and tie breakers. The 13 kV air-insulated switchgear is enclosed in a common control building housing the substation relaying.

Orchard Substation

City of Ukiah, California

Project Manager. Mr. Hanson led a team that provided substation design, equipment procurement, ductbank design, and permitting support for this new 115-12 kV distribution substation. The substation included three 20/26.6/33.3/37 MVA transformers, four 115 kV circuit breakers, 115 kV steel structures and bus work, a prefabricated control building, and an oil

containment system for the oil-filled power transformers.

Hexcel Substation

Joe Wheeler EMC, Alabama

Project Manager. The Hexcel Substation was constructed on an industrial site and consisted of two 46-13 kV power transformers, two 46-kV circuit switchers, two 46-kV circuit breakers, three 13-kV breakers, and a prefabricated control house with relaying. The Substation was connected to the Client's SCADA system. Provisions to add two additional transformers were incorporated into the design. Mr. Hanson and his project team also designed the underground distribution ductbanks from the substation to the interface point located adjacent to the substation. The relaying and control system included an auto transfer scheme on the 46 kV system. The protective relays are used for the logic for the transfer scheme. Additionally 46 kV PTs were included on the line and substation side to provide input for the transfer schemes. Provisions for future fiber optic communications from Client's other substations were incorporated into the design.

Badger Substation Modernization Phase I

City of Healdsburg, California

Project Manager. The City planned to implement a series of major capital improvements over three to five years, an important requirement of which was the addition of new 115-12 kV power transformers equipped with transformer condition monitoring systems that were integrated into a new SCADA system. Phase I included the installation of circuit switchers on the transformer high side, replacement of 12.47 kV main breakers, and refurbishment of the two power transformers.

Power Plant 138kV Switchyard Modifications

Confidential Client, Indiana

Project Manager. In conjunction with a power plant optimization project, the client expanded its six-position ring bus to a nine-position ring bus to connect new generation and a new

transmission tie line to the yard. The project included the addition of two new generator step-up transformers, three new circuit breakers, and new relaying and controls housed in a new relay house. Existing generator unit relaying was also replaced in the existing control room. Leidos provided detailed wiring diagrams, SCADA points-lists and communication diagrams, and on-site commissioning assistance.

Paducah Primary Substation #8 Modifications

Paducah Power System, Kentucky/E.ON, Kentucky

Project Manager. Mr. Hanson led design of the modified Substation #8. In conjunction with its transmission supplier change to E.ON, Paducah Power System added a new four-position 161 kV ring bus, one new 161-69 kV power transformer, five new 69 kV circuit breakers (and all associated relaying), and a new SCADA interface. The project also included specifications for a new control building, which included all new relaying and a new 125V DC battery system. Leidos provided detailed wiring diagrams, relay settings, SCADA points-lists, and on-site commissioning assistance.

Steven Rupp

CLIENT LIAISON

Steve Rupp develops and leads project teams providing management consulting and engineering services to the electric utility industry. He brings more than 25 years of experience in planning, engineering, design, construction, and operations and maintenance (O&M) of electric power systems, including the production, transmission, and distribution of electric energy and the economics of power marketing.

Mr. Rupp has led large project teams in the development of highly complex electric system master plans that address issues such as the impacts of distributed generation on transmission and distribution systems; managing diverse stakeholder groups to reach consensus on issues and strategies affecting the utility industry; and managing the engineering design and construction of electric transmission and distribution system projects. His experience is broad-based and includes assignments with electric utilities, energy consulting, and power system construction industries.

He has participated in the development of power system plans for investor and customer-owned utilities, including the development of transmission system plans and integrated resource plans. Mr. Rupp is extensively experienced with power system analysis, load forecasting, production cost simulation, and security constrained economic dispatch.

EDUCATION

- › B.S. in Electrical Engineering, California State University-Sacramento

PROJECT EXPERIENCE

Sunset Substation Project

City of Banning, California

Project Manager. The City of Banning's 2004–2009 Electric System Master Plan, prepared by Leidos, incorporated plans for the expansion of the City's electric system. As project manager, Mr. Rupp worked with the City to implement the expansion plan with the goal of improving service reliability to existing customers while also meeting the increased demand for electricity resulting from residential, commercial, and industrial growth. As owner's engineer, our team was also responsible for the engineering, design, and construction management of the substation and its related transmission and distribution facilities. Leidos provided expertise in project management, engineering, environmental permitting, land acquisition, equipment procurement, and construction management throughout the project life cycle. The initial expansion phase provided for the addition of a third 33 kV interconnection with Southern California Edison (SCE), and construction of the new distribution Sunset Substation. Upon completion of the Sunset Substation, the City initiated the modernization and expansion of its existing substations, as well as construction of one additional substation and retirement of two existing substations. The Sunset Substation now serves as a main point of interconnection to the SCE transmission system, and the future hub of a 69 kV transmission system that will replace the existing 34 kV subtransmission system.

North American Smart Grid Market and Technology Study

Arizona Public Service Company (APS), Arizona
Client Liaison. Leidos performed an assessment of smart grid deployments taking place across North America, placing a strong emphasis on the smart grid market as a whole and an in-depth understanding of technology maturity. The study also assessed APS's smart grid initiatives and implementation approach relative to other utilities. Mr. Rupp was the client liaison for Leidos.

Electric Distribution System Master Plan
Pasadena Water and Power Department, California
Project Manager. Mr. Rupp analyzed performance objectives for the Department through the year 2020. The objectives included achieving adequate system capacity to meet service demand, maintaining service reliability, and maximizing resources and business opportunities. Operating and maintaining the distribution system safely, efficiently, and in conformance to regulatory requirements was also important to the City. The City faced specific challenges due to its aging infrastructure, the growth requiring additional and reliable capacity, and a lack of organizational preparedness to address the next 20 years. For each challenge, Leidos provided a careful analysis of solutions and a plan that combined the solutions into a logical and progressive guide for making decisions over the next two decades. Mr. Rupp was involved in all facets of the year-long Master Plan development. He is working closely with the City to implement the recommended improvements.

Development of Renewables Transmission Plan
San Diego Gas and Electric Company (SDG&E), California
Project Manager. As project manager and principal investigator, Mr. Rupp lead a team of engineers to develop a comprehensive system plan to accommodate the development of more

than 4,000 MW of new generating resources in the SDG&E service territory. The team completed this regulatory mandated study in four weeks with very few requests for clarification. Leidos provided complex power system studies, short-circuit studies, geographic information system (GIS) mapping, and financial analyses.

System Interconnection Studies

San Diego Gas and Electric Company, California
Project Manager. As project manager and principal investigator, Mr. Rupp conducted detailed system impact studies to analyze and develop interconnection plans for new power plants connecting to the SDG&E transmission system. The new power projects were a result of SDG&E's Request for Proposals to supply 300 MW of new capacity to serve its customer base. Leidos' evaluation of three separate projects totaling more than thirty interconnection scenarios in less than six weeks was important to SDG&E's selection process that determined which proposed new plants it would purchase power from.

Development of System Planning Policies and Procedures

Imperial Irrigation District, California
Client Liaison. As a consultant, Mr. Rupp worked with the senior management of the District to review the effectiveness of their system planning framework and develop new planning policies and procedures to ensure the development of comprehensive supply and transmission plans. Mr. Rupp's work led to a reorganization of the power supply planning functions of the District and implementation of new supply, transmission, distribution and operations planning policies and procedures to direct important planning functions, including demand forecasting, locating new substations, adding distribution feeders, and expanding the transmission system.

Steven Rupp

Professional Affiliations

- › Institute of Electrical and Electronic Engineers
- › Association of Utility Marketing Executives
- › Power Engineering Society
- › Industrial Applications Society
- › Association of Facilities Engineers
- › Power Association of Northern California
- › Board of Directors, Electric Power Education
Institute of the California State University
- › Past Chairman, Sacramento Section of the
Institute of Electrical and Electronic Engineers
- › Past Chairman, Sacramento Chapter of the
Power Engineering Society of the Institute of
Electrical and Electronic Engineers

Jon P. Olenski

DEPUTY PROJECT MANAGER

Jon Olenski has 13 years of project management and technical experience in both utility distribution and software engineering, with a focus on smart grid. He brings experience working as a program/project manager responsible for developing contracts, budgets, and schedules as well as managing resources and project finances. His recent experience includes managing AEP Ohio's Ohio gridSMART Program with a significant focus on engineering oversight and field construction management. Mr. Olenski's strong understanding of software engineering and systems enables him the ability to find inefficiencies in a program's process to ultimately help create custom software solutions and streamline business processes.

EDUCATION

- › B.S. in Computer Science, Western Illinois University

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- › TUSC Oracle Certified Professional (OCP)
- › Oracle 8 & 8i DBA

PROJECT EXPERIENCE

Phase 2-6Downtown Overhead to Underground Conversion Project

City of Banning Electric Department, California

Project Manager. Mr. Olenski managed the contract documents for each phase, the bidding process to identify qualified contractors, and oversight of the construction and closeout of each phase for the City. This project enhances the City's Downtown Corridor and makes it more attractive to potential commercial customers

seeking the City of Banning as their new place of business.

Distribution Management System (DMS) Business Case *Sacramento Municipal Utility District (SMUD), Sacramento, California*

Project Manager. Mr. Olenski managed the business case development with the SMUD and Leidos subject matter experts to help determine if a replacement or upgrade of the DMS was needed while determining all of the required feature sets successful project delivery. Duties for this project include overall schedule adherence, coordination with project resources, and oversight of final business case outcomes and report to SMUD.

Multi-State Volt/VAR Program

American Electric Power (AEP) Service Corporation, Ohio

Mr. Olenski acted as shared program manager for AEP Service Corp and the software/equipment vendor, Utilidata Inc. He was responsible for managing the PMO and oversight of integrated volt/VAR optimization deployments in the Indiana/Michigan Power (I&M) Operating Company and the Kentucky Power Operating company. AEP plans to deploy IVVO technology in all operating company footprints over the next five to seven years with many different vendors. Mr. Olenski's role was the development of the PMO over the first few projects to make the long-term deployment a success. The main drivers of this project are to help reduce overall capacity and deploy a distribution supervisory control and data acquisition system to provide better operational awareness of the distribution circuits. His responsibilities include overall schedule creation and adherence, process creation and documentation, material procurement,

construction management oversight, quality control, and risk mitigation.

Texas gridSMART AMS Project

AEP Texas, Texas

Project Manager. Mr. Olenski is project manager for AEP Texas's gridSMART AMS deployment and custom software tools. This is a four-year program that involves roughly 1 million smart meters (AMS) located throughout the state of Texas. The AEP Texas deployment will touch every customer in their service territory. Custom deployment and analysis tools assisted AEP coordinators deploy meters efficiently across the state and also provide real time deployment status for all project stakeholders. These tools also help in the planning and analysis of where critical telecom equipment should be placed by viewing the meter deployments spatially. Services provided only were meter deployment and analysis and telecom deployment analysis services on the project; this was due to AEP Texas's involvement in the Smart Meter Texas program where the major Texas utilities share a common web portal and meter data management system as well as all use the same meter platform and telecom equipment. This provides uniformity for customers in a deregulated market if they decide to change providers.

Ohio gridSMART Program

Program Manager. Mr. Olenski managed various vendors and AEP's internal staff to support its gridSMART program. This program consisted of Consumer Energy Storage, 80 units for islanding and peak shaving purposes by S&C, as well as volt/VAR control using two vendors, supporting S&C capacitor controllers and Cooper regulator controllers, Distribution Automation consisting of 71 circuits with roughly 500 nodes using multiple vendors and installation of advanced metering infrastructure on 110,000 residential and commercial properties. As the program manager, he is engaged in managing all aspects of this program

for our client, including AEP's station engineers, distribution engineers, operations, field installation staff, testing staff, and vendors. Some duties he manages for this program include ARRA reporting for his aspects of the program, overall schedule adherence, setting up vendor training, material procurement, construction management oversight, quality control, and risk mitigation.

Distribution Circuit Upgrade

AEP Ohio, Columbus, Ohio

Program Manager. Mr. Olenski managed a critical circuit improvement upgrade in the affluent Muirfield Village neighborhood. He created the entire work plan to help AEP meet customer satisfaction goals and curb a formal complaint to state regulators. The project was a major overhaul of over 75 miles of underground cable from URD, mainline, and station feeder exits. He provided construction management and customer communication on the project.

URD Reliability Program

AEP Ohio, Columbus, Ohio

Program Manager. Mr. Olenski was responsible for replacing URD cable throughout the state of Ohio in critical areas due to age. His duties included managing internal design standards, permitting timeliness, construction staging, and meeting the clients aggressive spend needs (\$18.0m) while getting the correct jobs completed to improve reliability numbers. The URD program accounted for over a third of AEP's physical contractor headcount in Ohio.

New Business Program

ComEd, Chicago, Illinois

Project Director. One of two Project Directors in charge of ComEd's Chicago New Business Program which is responsible for all new customer accounts in the city of Chicago. This entailed all design aspects up until construction from large high-rise projects to smaller residential developments, first designing temporary feeder arrangements during the

Jon P. Olenski

construction phase to the final permanent feeder arrangements in Chicago's extensive underground electrical system. Some notable projects worked on include The Spire, Trump Towers, and Block 38. Personally managed scope, schedule & budget of over 40 projects at any given time with a staff of 38 people. Staffing roles ranged from Electrical Designers, High Rise Vault Designers to Underground Manhole Field Inspection Crews.

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Kenneth R. Aldridge, P.E.

QUALITY ASSURANCE/QUALITY CONTROL

Ken Aldridge's 22 years of electrical engineering experience includes substation design, rebuilds, and modifications. His design expertise includes site layout, bus and structure design, protective relay and control systems, grounding grids, conduit and cable systems, and auxiliary alternating current (AC) and direct current (DC) systems. Mr. Aldridge also helps prepare short-circuit calculations, develop relay panel layouts, schematics, and wiring. He also has experience in writing equipment specifications and procurement documents.

Additionally, Mr. Aldridge has project management experience, including preparation of bid documents, bid evaluation and negotiation, construction contract preparation, and construction inspections. His other responsibilities include developing design and construction cost estimates, project schedules, and construction sequencing plans to make sure jobs are completed on-time and within budget.

Mr. Aldridge was previously employed with Allen and Hoshall, Inc. where his primary responsibilities included project planning, design, and construction administration of high-voltage substations ranging in voltage from 161 kV to 13 kV.

EDUCATION

- › B.S. in Electrical Engineering, Tennessee Technological University
- › A.S. in Engineering Technology in Electrical, Nashville State Technical Institute

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Engineer Electrical: KY, TN, LA, MS, VA, IN, GA

National Council of Examiners for Engineering and Surveying (NCEES)

PROJECT EXPERIENCE

Sunset 69kV/12.47 kV Substation Design

City of Banning, California

Quality Assurance/Quality Control. Mr. Aldridge provided overall quality assurance/quality control review for the project, including review of protective relay schematics, substation layout and physical arrangement, and equipment specifications.

Tipmont REMC 138kV/69kV Substation Relocation

Tipmont Rural Electric Membership Corporation (Tipmont REMC), Indiana

Senior Project Manager. Tipmont REMC had to replace an existing substation and construct the new Lafayette Substation, while simultaneously implementing reliability upgrades to the Haggerty Lane and Klondike Substations. Mr. Aldridge's team performed field investigations, developed substation designs, solicited bids for procurement contracts, and completed construction engineering and management support for all three substation projects.

Concord 230kV/161 kV/46kV Substation

Modifications

Chattanooga Electric Power Board, Tennessee

Senior Project Manager. The Electric Power Board of Chattanooga desired to modify the Concord Substation to include replacement of breakers, upgrading capacitor banks, and complete replacement of the relay and control

systems. Mr. Aldridge's team performed field investigations, developed substation modification designs, solicited bids for procurement contracts, and completed construction engineering and management support for the project.

Ooltewah 161 kV Substation Design

Chattanooga Electric Power Board, Tennessee

Senior Project Manager. Mr. Aldridge's team provided design and professional engineering services associated with the new substation located in the West Ooltewah area of Chattanooga, Tennessee. Engineering services included providing the design, specifications, and contract documents for the procurement of the site; construction, labor, and materials for construction of the station; and protective relay and control panels.

Volkswagen 161 kV Substation Relay and Controls Design

Chattanooga Electric Power Board, Tennessee

Senior Project Manager. Mr. Aldridge's team provided design and professional engineering services associated with the protective relay and control scheme for a new substation located at the Volkswagen automotive plant in northern area of Chattanooga, Tennessee. Engineering services included providing the design, specifications, and contract documents for the procurement of the relay panels and switchgear controls.

North Hixson 161 kV/46kV Substation

Chattanooga Electric Power Board, Tennessee

Project Manager. Mr. Aldridge's team provided design and professional engineering services associated with complete design and construction support of a 161 kV/46 kV Substation with a 75/100/125 MVA transformer and two 46 kV subtransmission feeders.

Reelfoot 69kV/13kV Improvements

Union City Electric System, Tennessee

Project Manager. Mr. Aldridge's team provided detailed relay scheme designs, including panel details, three-line diagrams, control schematics, wiring terminations, and protective relay settings associated with complete relay scheme replacement for the Reelfoot Substation.

Chatata Creek 69kV/13kV Substation

Cleveland Utilities, Tennessee

Project Manager. Mr. Aldridge's team provided detailed substation designs, including bus/structure details, relay panel details, three-line diagrams, control schematics, wiring terminations, and protective relay settings associated with this new substation.

Sleepy Hollow Substation Breaker Replacement

Springfield Department of Electricity, Tennessee

Project Manager. Mr. Aldridge prepared schematics, connection wiring diagrams, and relay settings associated with a 69 kV breaker replacement.

Mayfield District 69kV/13kV Substation Rebuild Design

Mayfield Electric and Water System, Kentucky

Project Manager. Mr. Aldridge's team developed physical details, schematics, detailed wiring removal/installation drawings, construction sequencing plans, and protective relay settings associated with rebuilding this station on the existing site.

Alexandria Transmission System Relay Scheme Modifications

City of Alexandria, Louisiana

Project Manager. Mr. Aldridge's team developed complete physical details, schematics, detailed wiring removal and installation drawings, and protective relay settings associated with the D.G. Hunter, Bayou Rapides, and Downtown Substation line current differential and distance relays.

SUBSTATION PROJECTS

- › Wea 138 kV/12 kV: Tipmont REMC
- › Mountain Road 69 kV/12 kV: Tipmont REMC
- › County Farm 138 kV/12 kV: Tipmont REMC
- › Pike Lake 115 kV/13 kV: Shakopee Public Utilities
- › Midland 69 kV/25 kV/13 kV GIS Substation: Virgin Islands Power and Water Authority
- › Amazon 46 kV/12 kV Substation: Chattanooga Electric Power Board
- › Alferman 138 kV/34 kV Substation: Rolla Municipal Utilities
- › Mecca Pike 161 kV/13 kV Substation with Metal-clad Switchgear: Etowah Utilities
- › South Fifth Street 161 kV/13 kV Substation: Union City Electric System
- › West Point 161 kV/46 kV/13 kV: 4-County Electric Power Association, Mississippi
- › NSB 161 kV/13 kV with Metal-clad Switchgear: Clarksville Department of Electricity, Tennessee
- › Talladega 115 kV/25 kV: Coosa Valley Electric Cooperative, Alabama
- › Cross Park 161 kV/13 kV with Metal-clad Switchgear: Knoxville Utilities Board, Tennessee
- › Harriman Primary 161 kV-69 kV Phase II Modifications: Harriman Utilities Board
- › Blair Road 161 kV-13 kV Modification: Harriman Utility Board
- › Maben 161 kV/46 kV/13 kV Rebuild: 4-County Electric Power Association, Mississippi
- › Clinton 161 kV Conversion: Clinton Utilities Board, Tennessee
- › Murfreesboro Primary 161 kV/46 kV/13 kV Rebuild: Murfreesboro Electric Department, Tennessee
- › Murray and Luttrell 69 kV Modifications: Knoxville Utilities Board, Tennessee

SUBSTATION REBUILD AND MODIFICATION PROJECTS

- › Mathis Mill 13 kV Feeder Bay Addition and Regulator Replacement: Albertville Municipal Utilities Board
- › Adairville 69 kV Breaker Addition: Springfield Department of Electricity
- › South Cleveland 161 kV-69 kV Modification: Cleveland Utilities Board
- › South Shakopee 115 kV-13 kV Modification: Shakopee Public Utilities

Stephen C. Baumgart, P.E.

OVERHEAD/UNDERGROUND DISTRIBUTION DESIGN

Stephen Baumgart, a project manager and professional civil engineer, has more than 20 years of experience working with electric, natural gas, and other public and investor-owned utilities, including the City of Banning. His background includes program and project management of multi-disciplinary teams for utility infrastructure projects and encompasses the full lifecycle of a project: planning and preliminary engineering studies, conceptual and final design, project scheduling, construction cost estimating, permit acquisition, agency coordination, independent engineering review, and construction management. His background also includes consulting on a number of alternative delivery projects, such as design-build, engineer-procure-construct (EPC), and design-build-operate.

EDUCATION

- › B.S. in Civil Engineering, University of Washington

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- › Professional Civil Engineer: WA, NC, KY, NY
- › WA# 34784
- › Certified NCEES International Registry

PROJECT EXPERIENCE

Distribution Undergrounding Program *City of Banning, California*

Program Manager. Mr. Baumgart is assisting the electric utility administer the bid and construction period services for the City's downtown distribution underground conversion program. The program, comprised of over a dozen individual projects, is being implemented

in multiple phases. Mr. Baumgart is overseeing the engineer's responsible for development of the public works construction bid and contract documents (based on the utility's design); facilitating the bid process, including evaluation of bids received and recommendation of award; monitoring the program and individual project schedules; and administering the construction contracts and monitoring the contractors' performance.

Engineering and Planning Services

Hawaiian Electric Company (HECO), Oahu, HI

Program Manager. Leidos is supporting HECO implement a major capital improvement program. Services include (overhead and underground) transmission and distribution line design; equipment replacement evaluation and engineering; substation physical, electrical and protection and control design; civil and structural engineering for substation, transmission and power supply projects; and planning studies related to interconnection of renewable generation (solar and wind) projects. Mr. Baumgart is responsible for overseeing the services provided by Leidos across all disciplines and client departments, to ensure our services and work products meet HECO's expectations.

Engineering Services for Capital Improvement Program

Puget Sound Energy, Washington

Program Manager/Project Manager. Leidos supported PSE in accomplishing a multi-year capital improvement program from 2004 through 2010. Mr. Baumgart was responsible for overseeing program management for engineering services across a range of replacement and capital projects for electrical and natural gas infrastructure assignments. His

responsibilities include assessing project resource needs, monitoring project performance, conducting quality assurance/quality control reviews, and meeting with PSE managers from various departments to obtain design team performance feedback to ensure Leidos meets PSE expectations.

Sunset Substation

City of Banning, California

Quality Control Engineer – Civil Infrastructure.

Mr. Baumgart was responsible for performing quality control reviews of the civil design drawings and related construction specifications for the new Sunset Substation and transmission line duct bank connecting the substation to the City's sub-transmission system.

North Substation

City of Colton, California

Lead Transmission Line Engineer. Mr. Baumgart led the design of this double-circuit 66 kV transmission line from the new North Substation to a connection with an existing line running between the Hub and Drews substations. The new transmission line was built over an existing 12 kV distribution line and included the addition of a 96-count ADSS fiber installation located in the utility space below the phases. The PLS-CADD™ and PLS-POLE™ design included selection of framing for the self-supporting tubular steel poles and line hardware. The design also consisted of crossings of a Southern California Edison 34 kV line, Interstate 10, and the Union Pacific Railroad. He was also responsible for preparing material and construction specifications and structure concept and loading drawings for the procurement of the tubular steel poles.

White River to Electron Heights #1 (Krain Corner Tap)

Puget Sound Energy, Washington

Project Manager/Lead Transmission Line Engineer. Mr. Baumgart was responsible for the design to upgrade five miles of 115 kV transmission line to operate with an increased

electrical load. Mr. Baumgart's team gathered data from field reconnaissance (including confirming that the as-installed conditions were consistent with record drawings) and used LiDAR point data to generate a PLS-CADD™ model of the existing transmission line. The team used the existing model to determine future line clearance issues which would occur after the increased load was placed on the line and determined the line upgrades to ensure operation would conform to PSE and National Electric Safety Code standards. He also directed the formulation of the transmission line bidding and construction drawings, and he oversaw the entry of materials into PSE's SAP system for procurement.

Mayfield to Mossy Rock Transmission Line

Tacoma Power, Washington

Contract Manager. Mr. Baumgart oversaw project execution for Leidos' design efforts to address North American Electric Reliability Corporation clearance issues on this 230 kV lattice tower transmission line. Leidos was responsible for developing solutions necessary to provide greater wire to ground clearance to allow for a higher allowable operating temperature. The design team improved the client's existing PLS-CADD™ line model by using the Structural Analysis of Power and communication Systems (SAPS™) Finite Element Analysis tool to more accurately represent existing conditions. Design solutions included consideration of inserting wood H-frame tangent structures, modification of tangent strings, and minor earthwork grading.

Northern Transmission Lines

Puget Sound Energy, Washington

Project Manager. Leidos provided engineering support during construction of two 115 kV transmission line reconductor projects. Mr. Baumgart managed services provided by the design team during construction, which included field staking for new structure installations, responding to PSE and contractor-issued design clarifications, implementing design

modifications, as-built field review of construction, and preparation of as-built drawings. The projects, each approximately 22 miles in length, were predominantly wood H-frame with guyed heavy-angle and dead-end structures, and included the addition of an all-dielectric self-supporting optical fiber cable on one of the lines.

Development of Functional Requirements for Transmission Lines and Substations
Wind Energy Transmission Texas (WETT), Texas
Owner's Advisor. WETT is responsible for developing seven double-circuit 345 kV transmission line segments and six switching stations in West Texas as part of a program to deliver clean, renewable energy throughout the state. Mr. Baumgart was responsible for preparing the Engineer-Procure-Construct (EPC) performance-based permit and environmental, transmission line and substation materials, and equipment procurement, design, construction, and facilities commissioning requirements. He is also involved in the development of pricing strategies. During EPC contract execution, Mr. Baumgart conducted quarterly construction monitoring reviews, observed monthly construction progress meetings and commented on the contractor's monthly project status reports, and periodically reviewed monthly construction draw requests. He also provided guidance to the Owner on the merit of contractor-submitted change order requests in accordance with prudent utility practice, as well as technical and other contract provisions.

Interior to Lower Mainland (ILM) Transmission Line
British Columbia Hydro (BC Hydro), Canada
Owner's Advisor. Mr. Baumgart assisted BC Hydro in defining a framework and approach to developing a request for qualifications and proposals, and design-build contract documents for this 247-kilometre, 500 kV transmission line to deliver electricity from generation sources to the Lower Mainland and Vancouver Island. He facilitated the preparation of technical and other

project contractual requirements based on BC Hydro's project concept design and through collaboration with BC Hydro staff and their other consultants during several in-person topic-based workshops.

Sedro Woolley to Horse Ranch Transmission Line
Puget Sound Energy (PSE), Washington
Project Manager/Owner's Advisor. PSE developed a new 30-mile, 230 kV transmission line between their existing Sedro Woolley and Horse Ranch substations; Leidos served as the Owner's Advisor for the design-build contracting process. Mr. Baumgart managed the preparation of procurement documents (for a single-stage RFQ/RFP process) for selecting a design-build contractor. Mr. Baumgart facilitated workshops with PSE engineering, right-of-way, community relations, permitting and environmental, construction, and operations representatives to define performance-based design, material and equipment procurement, and construction requirements. Mr. Baumgart advised PSE on the use of the design-build contracting approach; an approach not previously utilized by PSE in developing transmission projects.

Matthew D. Bell, P.E.

SUBSTATION CIVIL ENGINEERING

Matthew Bell is a civil project engineer experienced in a wide range of civil engineering projects. With over 20 years of experience, 8 in the power delivery industry, Mr. Bell brings extensive knowledge in site development for electric utility infrastructure, as well as past experience in healthcare, industrial, commercial, warehouse, residential, and hotel/resort facilities. He has also been involved in the planning and designing of roadways, aircraft facilities, transportation projects, and wastewater treatment facilities.

Mr. Bell's substation and transmission design experience focuses on site plans and foundations, including site layout, grading and drainage, and structural foundation systems. He calculates loads for transmission structures and performs onsite construction administration for the civil component of substations and other projects.

EDUCATION

- › B.S. in Civil Engineering, University of Tennessee at Chattanooga

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- › Professional Mechanical Engineer: AL, CT, FL, GA, IN, KY, LA, MI, MS, NM, TN, WA
- › National Council of Examiners for Engineering and Surveying (NCEES) Council Record

PROJECT EXPERIENCE

North Mill Area Transmission and Distribution Rebuild Steel Poles and Foundations
Bowling Green Municipal Utilities, Kentucky

Foundation Designer. Leidos rebuilt a portion of a 69 kV transmission with 13 kV underbuild located in the vicinity of a new substation and nearby shopping mall. Work included 12 steel poles with eight self-supporting pole foundations. Mr. Bell prepared steel pole procurement documents, performed structural calculations for foundation designs, and prepared the construction contract.

North Mill Substation

Bowling Green Municipal Utilities, Kentucky
Engineer-of-Record. Mr. Bell was responsible for the retaining wall and foundations of a new 161 kV/69 kV/13 kV substation. He also performed structural calculations for foundation designs and provided civil and structural expertise.

Substation 7 Modification

City of Vero Beach, Florida
Engineer-of-Record. Leidos was retained to modify an existing 138 kV/69 kV substation. As the engineer-of-record for the transformer foundation, Mr. Bell performed structural calculations for foundation designs in poor soil conditions and provided civil and structural expertise.

LaFollette Utilities Board Substation Projects

LaFollette Utilities Board, Tennessee
Engineer-of-Record. Mr. Bell was responsible for the site plans, specifications, and foundations for four substations. Two of the substations were new distribution, one was an expansion for an existing 161 kV/69 kV/13 kV facility, and the fourth was a replacement distribution facility.

Transmission Line Foundation
Ocala Utility Services, Florida

Engineer-of-Record. Mr. Bell was responsible for calculating transmission pole loads and preparing technical specifications for structure procurement. He designed foundations and embedment requirements for the engineered poles and prepared the appropriate contract documents and specifications. Mr. Bell also provided limited construction observation for the foundations.

Holland Substation

Hopkinsville Electric Service, Kentucky

Engineer-of-Record. Mr. Bell worked on the site plans and foundations for the replacement of a 69 kV-13 kV substation. He performed structural calculations for foundation designs in extremely poor soil conditions.

Alfermann 138kV Substation

Rolla Municipal Utilities, Missouri

Project Engineer. Mr. Bell prepared the site plans and technical specifications for a grading contract and also designed the foundations for the equipment and structures, and the pole foundations for the associated transmission line project.

ADDITIONAL PROJECT EXPERIENCE

Substation Design

- › Preston Hills 69-13 kV: Bristol Virginia Utilities, Virginia
- › North Hixson 161 kV-12 kV: Chattanooga Electric Power Board, Tennessee
- › Amazon 46 kV-12 kV Substation: Chattanooga Electric Power Board, Tennessee
- › West Ooltewah 161 kV-12 kV: Chattanooga Electric Power Board, Tennessee
- › KGen Power Segment 1 Design Project: KGen Power, Texas
- › Finley Road Substation: Joe Wheeler Electric Membership Corporation, Alabama

- › Red Hat Substation: Joe Wheeler Electric Membership Corporation, Alabama
- › Toray Substation: Joe Wheeler Electric Membership Corporation, Alabama
- › Hexcel 46 kV-13 kV: Joe Wheeler Electric Membership Corporation, Alabama; Project Engineer
- › Pike Lake 115 kV-13 kV: Shakopee Public Utilities, Minnesota
- › Wea 138/12, County Farm 138/12, Mountain Road 69/12, and Lafayette 69/12 Substation Relocations: Tipmont Rural Electric Membership Corporation, Indiana
- › South Fifth Street 161 kV-13 kV: Union City Electric System, Tennessee

Substation Modification/Improvements

- › Hartman Road 138 kV-69 kV: Ft. Pierce Utility Authority, Florida
- › Lawnwood 69 kV-15 kV: Ft. Pierce Utility Authority, Florida
- › Primary 138 kV-69 kV: Harriman Utility Board, Tennessee
- › Mt. Hope 161 kV-13 kV: Joe Wheeler Electric Membership Corporation, Alabama
- › Falkville Substation: Joe Wheeler Electric Membership Corporation, Alabama
- › West Princeton 161 kV-13 kV: Princeton Electric Plant Board, Kentucky
- › South Shakopee 115 kV-12 kV: Shakopee Public Utilities, Minnesota

Lauren M. Brown

ENVIRONMENTAL SUPPORT

Lauren Brown has over 20 years of experience conducting biological surveys, habitat/vegetation mapping, and monitoring for sensitive species protection and habitat recovery as well as delineation of wetlands throughout California and adjacent states using the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual and regional supplements, as well as State and local requirements. She is familiar with different types of wetland functional assessments and has completed the California Rapid Assessment Method (CRAM) training for Riverine, Estuarine, and Vernal Pool (including individuals and systems) Modules. Ms. Brown authors and co-authors restoration plans, environmental reports, biological analyses, and other documents related to environmental planning, research, and impact assessment. She also has experience with the regulatory compliance documentation and has prepared environmental management plans, habitat restoration plans, and permit applications in accordance with applicable federal, state, and local regulations and permitting requirements.

EDUCATION

B.S., Ecology and Systematic Biology, California Polytechnic State University, San Luis Obispo, 1991

PROJECT EXPERIENCE

Jurisdictional Determinations in support of the White Mountain Apache Tribe Rural Water System Project, Fort Apache, Arizona, White Mountain Apache Tribe, 2012-present. Conducted wetland delineation surveys in support of compliance with the Clean Water Act and National Environmental Policy Act for areas associated with a proposed Rural Water System Project on the Fort Apache Indian

Reservation in Navajo and Gila Counties, Arizona. The proposed project includes construction and operation of the Miner Flat Dam and Reservoir, improvements to a water treatment plant and water diversion facility, and a 50-mile long pipeline.

Chevron Guadalupe Restoration Project, San Luis Obispo County, California, Marine Research Specialists, 1998-present. Conducting botanical monitoring and document review to ensure compliance with County Conditions of Approval for Stage 1A of the Guadalupe Restoration/Oil Field Remediation Project. Serving as Independent Performance Monitor for completed restoration projects, including state and federal mitigation wetlands, and Site-Wide weed control. Previously served as group coordinator and recorder for a Restoration Working Group that included representatives from federal and state agencies responsible for oversight of native habitat and wetland restoration and special status plant species. The Applicant and Agency representatives of the Restoration Working Group worked collaboratively to prepare Wetlands Restoration and Mitigation Plan that included site-specific functions and values assessment of impacted and created/restored wetlands for the purpose of measuring and determining success of mitigation.

Rare Plant Surveys, Wetland Delineations and Permitting Support for Multiple Projects on Marine Corps Base Camp Pendleton; San Diego County for NAVFAC SW. 2006-present. Field team leader for vegetation mapping, rare plants surveys, and wetland delineations for several infrastructure improvement projects on Camp Pendleton. Prepared vegetation reports, rare plant reports, wetland delineation reports, jurisdictional

determination forms, and relevant sections of environmental documents (BA, EIS). Prepared Section 404 and 401 permit applications and habitat restoration and mitigation plans.

Venoco-Ellwood Marine Terminal EIR, Marine Research Specialists 2005-2010 Conducted field surveys and prepared the botanical and wetland resources sections of an EIR to consider environmental issues associated with the 10-year State lease that would allow Venoco to continue operating the offshore improvements associated with the Ellwood Marine Terminal, a crude oil marine loading terminal and associated storage facility. EIR included assessment of oil transportation alternatives including installation of a 9-mile on-shore pipeline.

Botanical Surveys Conducted along Beckwourth-Genessee Road (FH 177) and Quincy-Oroville Road (FH 119), Federal Highway Administration, 2007. Conducted surveys and mapping of wetlands and rare plant species for 2 separate road relocation/widening projects in the Plumas National Forest in Plumas County, California. Surveys included examination of road sides and shoulders for several rare plant species and wetlands. Wetlands and rare plant occurrences were mapped using a Global Positioning System (GPS) and presented in environmental documents including a wetland delineation report and biological assessment. Also responsible for preparing a Noxious Weed Risk Assessment, in accordance with US Forest Service guidelines, for the Beckwourth-Genessee Road (FH 177) improvements project in the Plumas National Forest.

Contra Costa Pipeline, Contra Costa County, CA, Marine Research Specialists (MRS), 2005-2006 Conducted field surveys and wetland delineations along a proposed hydrogen pipeline in Contra Costa County. Project included the surveying and mapping of approximately 12 miles of pipeline route for wetlands and Waters

of the U.S., sensitive plant species, vegetation and native tree inventory.

All American Canal, Yuma, AZ, Coachella Valley Water District, 2004-2006 Conducted vegetation and sensitive plant surveys for a proposed canal and reservoir for the All American Canal in southeastern California. Surveys included several site visits to determine the presence or absence of sensitive plant species for alternative routes.

Natural Environment Study and Construction Monitoring for the Morro Bay Waterfront Boardwalk and Circulation Improvements Project, City of Morro Bay, 2003 to 2007. Conducted vegetation and rare plant surveys and prepared a Natural Environmental Study per CalTrans requirements. Also prepared the biological resources sections for a joint Mitigated Negative Declaration/Environmental Assessment to fulfill NEPA/CEQA requirements. Monitored project construction and revegetation of native coastal dune scrub habitat through December 2007.

TRAINING

- › Jurisdictional Delineation of Wetlands and Waters of the United States, U.S. Army Corps of Engineers, Wetlands Training Institute, 1996.
- › California Rapid Assessment Method (CRAM), Riverine and Estuarine Modules (2011), Vernal Pools and Vernal Pool Systems Modules (2012).
- › 40-hour HAZWOPER Certification, plus annual 8-hour refresher (current).

Jessica Degner

CEQA/ENVIRONMENTAL SUPPORT

Lisa Degner is a California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance specialist, with experience in environmental and regulatory compliance for a diverse range of public and private development projects, including residential developments, urban/institutional development projects, infrastructure improvement projects, seismic retrofit programs, and aggregate mining expansion projects. Ms. Degner has over 10 years of experience and has assisted in the research, technical analysis, preparation and/or project management support of CEQA/ NEPA documents. Specifically, she focuses on planning policy analysis, specializing in land use, recreation, public services and utilities, and socioeconomic issues. Ms. Degner performs comprehensive analysis for consistency with plans and policies, technical reviews of environmental assessments, editing, internal coordination, data management, client support, and general project management assistance.

EDUCATION

B.A., Environmental Studies, University of California at Santa Barbara (2002)

EXPERIENCE

La Bonita Park Water Facilities Project
City of La Habra Public Works Department, California
Project Manager. This project involves implementation of capital improvements to the City of La Habra's potable water system consistent with projects identified in the City of La Habra Water Master Plan Update. Construction of an operational well, booster pump station, and support infrastructure at La Bonita Park is needed to ensure a reliable, cost-

effective source of imported potable water for the City. The proposed project would also increase water supplies from local groundwater production. The project includes preparation of a Mitigated Negative Declaration (MND) and Notice of Intent (NOI). Management duties include acting as main point of contact with the client, preparing project cost control documentation (i.e., ETC, EACs, and monthly status reports), developing cost proposals, tracking budgets, schedule, and document quality assessment.

Replacement of Overhead Electrical Lines, Feeders K1 and K7 EA at Vandenberg Air Force Base *Vandenberg Air Force Base, California*

Project Manager. This project involves demolition of existing electrical lines and construction of new overhead electrical lines and access roads at Vandenberg Air Force Base, California. The project would replace overhead electrical lines, Feeders K1 and K7 that are needed to support Vandenberg Air Force Base 30th Space Wing's space launch mission and ensure adequate security. The project includes preparation of an Environmental Assessment (EA) and Finding of No Significant Impact/Finding of No Practicable Alternative (FONSI/FONPA). Management duties include acting as main point of contact with the client, preparing project cost control documentation (i.e., ETC, EACs, and monthly status reports), developing cost proposals, tracking budgets, schedule, and document quality assessment.

Replacement of Overhead Electrical Lines, Feeders K4 K6 and K8EA at Vandenberg Air Force Base
Vandenberg Air Force Base, California

Project Manager. This project involves demolition of existing electrical lines and construction of new overhead electrical lines and access roads at Vandenberg Air Force Base, California. The project would replace overhead electrical lines, Feeders K4, K6, and K8 that are needed to support Vandenberg Air Force Base 30th Space Wing's space launch mission. The project would also ensure access to Feeders K4, K6, and K8 for scheduled routine maintenance. The project includes preparation of an Environmental Assessment (EA) and Finding of No Significant Impact (FONSI). Management duties include acting as main point of contact with the client, preparing project cost control documentation (i.e., ETC, EACs, and monthly status reports), developing cost proposals, tracking budgets, schedule, and document quality assessment.

Repairs and Replacement of Overhead Electrical Lines, Feeders N1, N3 and N6EA at Vandenberg Air Force Base

Vandenberg Air Force Base, California

Project Manager. This project involves demolition of existing electrical lines and construction of new overhead electrical lines and access roads at Vandenberg Air Force Base, California. The project would repair and replace overhead electrical lines, Feeders N1, N3, and N6 that are needed to support Vandenberg Air Force Base 30th Space Wing's space launch mission. The project includes preparation of an Environmental Assessment (EA) and Finding of No Significant Impact (FONSI). Management duties include acting as main point of contact with the client, preparing project cost control documentation (i.e., ETC, EACs, and monthly status reports), developing cost proposals, tracking budgets, schedule, and document quality assessment.

BART Seismic Retrofit Final Environmental Assessment Addendum

San Francisco Bay Area Rapid Transit, California

Project Manager. This project involves evaluating the potential environmental impacts associated with the proposed seismic retrofit of the San Francisco Bay Area Rapid Transit (BART) system from the west portal of the Berkeley Hills Tunnel in Oakland, California, to the Montgomery Street Station in San Francisco associated with additional BART-initiated design analysis. As the green sturgeon (*Acipenser medirostris*) was listed as federally threatened under the Endangered Species Act (ESA) shortly after publication of the Final EA, the project includes an assessment of green sturgeon, and analyzes the resulting revisions to project impacts and mitigation measures identified in the Final Biological Assessment (BA). This project included agency consultation and coordination with National Marine Fisheries Service [NMFS] on behalf of BART.

Management duties include acting as main point of contact with the client, preparing project cost control documentation (i.e., ETC, EACs, and monthly status reports), developing cost proposals, tracking budgets, schedule, and document quality assessment. Client: BART; Value: \$28,000.

Master Plan Update Program EIR

Port of Los Angeles, California

Deputy Program Manager. This project involves updating the Port of Los Angeles's Master Plan that serves as the long-range plan to establish policies and guidelines for future development at the Port. The Port Master Plan Update (PMPU) will serve as the Local Coastal Program for the portion of the Port's jurisdiction that falls within the coastal zone, as required under the California Coastal Act (CCA). The PMPU would consolidate general areas characterized by predominant land use patterns within the Port,

thereby reducing the number of planning areas, and allocate a single land use to most parcels. The PMPU includes anticipated projects are in various planning stages and expected to be initiated or completed within the next 10 years. The Program EIR analyzes potential environmental impacts from a Port-wide perspective that is programmatic in nature. Project-specific analyses would be undertaken in environmental documents prepared when the anticipated project are proposed and carried forward for environmental review. Management duties include acting as primary point of contact for the client and team members, project cost control (ETC, EACs, contract modifications, and monthly status reports), schedule and budget maintenance, and document quality control.

Blake Dicus, P.E.

SUBSTATION ELECTRICAL ENGINEERING

Blake Dicus is an electrical project engineer has 10 years of experience in substation design up to 500 kV, SCADA system design and implementation, coordination studies, relay testing, and substation commissioning. He has assisted in the preparation of specifications for substation equipment and SCADA system procurement. His experience includes the modification of existing substations and the design of new substations. Mr. Dicus has developed one-line diagrams, control schematics, relay panel layouts equipment interconnection diagrams. In addition, he has assisted in the development of general arrangement plans, station grounding plans, and conduit plans.

Mr. Dicus' services include transmission system modeling for protective device coordination, fault current calculations, and protective relay settings development. He is experienced with the design and implementation of SCADA into existing substations using both electromechanical and microprocessor relays as well as incorporating SCADA into the design of new substations. He has implemented SCADA for distribution automation using reclosers and distribution switches.

EDUCATION

- › B.S. in Electrical Engineering, Tennessee Technological University

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- › Professional Electrical Engineer: TN

PROJECT EXPERIENCE

Sunset Substation

City of Banning, California

Project Engineer. The City expanded its electric system to improve service reliability to existing customers and to meet the increasing demand for electricity resulting from residential, commercial, and industrial expansion. As Owner's Engineer, Leidos was responsible for the engineering, design, and construction management of the substation and its related transmission and distribution facilities. Mr. Dicus provided engineering and design support as well as design and implementation of the City's new SCADA system.

LaFollette Primary Substation Modifications

LaFollette Utilities Board, Tennessee

Project Engineer. For two projects at LaFollette Primary Substation, Mr. Dicus has assisted in upgrading the substation to both modernize and increase reliability. In the first phase, his duties included the preliminary and final design for the replacement of one 161 kV circuit breaker, two 69 kV circuit breakers, and one 15 kV circuit breaker. In addition to the breaker replacements, he assisted in the replacement of electromechanical relays with new microprocessor based relays, including new controls and relay settings. In the second phase, his duties included the preliminary and final design for installation of one 161 kV circuit breaker, two 69 kV circuit breakers, one 161-69 kV power transformer and associated relaying and control schemes. Mr. Dicus also provided on-site assistance in preparation of energizing the new equipment.

Paducah Primary Substation #8 Modifications

Paducah Power System, Kentucky, E.ON, Kentucky

Project Engineer. Mr. Dicus assisted in the design of the modified Substation #8 for Paducah Power System. In conjunction with Paducah Power System's transmission supplier change to E.ON, the client added a new four position 161-kV ring bus, one new 161-69kV power transformer, five new 69-kV circuit breakers and all associated relaying, as well as a new SCADA interface. The project included specifications for a new control building, which included all new relaying and a new 125V DC battery system. Leidos provided detailed wiring diagrams, relay settings, SCADA pointslists and on-site commissioning assistance.

138kV Switchyard Modifications

Confidential client, Indiana

Lead Electrical Project Engineer. Leidos supplied complete engineering services and support for the modification of the client's 138 kV switchyard. The project expanded the switchyard to from a five to a nine position ring-bus. Project work included replacing all existing 138 kV oil-filled circuit breakers with new SF6 gas circuit breakers, the installation two new GSU transformers and a new relay house for the new relaying, metering and communication equipment along with a dedicated battery system for the switchyard. A new protection and control scheme was developed for the ring-bus terminals requiring replacement of all existing relaying equipment, including generator, transformer, bus and line relaying. All of the existing relaying and metering was housed in the plant's existing control room, so the project required a phased approach to moving these functions from the old location to the new location. In addition to the protection, control and metering, the new building was integrated in to the plant's communication infrastructure. This involved the design of the building's communication infrastructure so it could be tied in to the plant's SCADA and DCS systems as well as into teleprotection schemes required on

some of the terminals. Leidos also provided procurement and construction specifications, detailed construction drawings, detailed wiring diagrams, SCADA pointslists, relay setting database files, RTU programming and extensive on-site commissioning assistance throughout the project.

Hartselle Primary Substation Modifications

Joe Wheeler EMC, Alabama

Project Engineer. Mr. Dicus assisted in upgrading the substation to both modernize and increase reliability. In conjunction with the client and TVA, the work included the addition of two new 161 kV circuit breakers, two new 46 kV circuit breakers and the replacement of five 46 kV circuit breakers. In addition, a new protection scheme was developed and new relays installed to replace older electromechanical relays. The project also required designing for integration in to the client's existing SCADA system. Mr. Dicus also led an onsite Leidos team in commissioning the substation, including relay, functional control and SCADA testing.

Princeton North Substation

Princeton Electric Plant Board, Kentucky, E.ON, Kentucky

Project Engineer. Mr. Dicus assisted in the design and on-site commissioning of the new North Substation for Princeton Electric Plant Board and E.ON. In conjunction with Princeton Electric Plant Board's transmission supplier change to E.ON, the client added a new switching station consisting of a three position 161-kV ring bus with three 69-kV circuit breakers and all associated relaying and SCADA interface. The project also included specifications for a new control building, which included all the relaying and a 125V DC battery system. Leidos also provided detailed wiring diagrams, SCADA pointslists and on-site commissioning assistance.

Paul E. Dorvel, P.E.

OVERHEAD AND UNDERGROUND DISTRIBUTION DESIGN

Paul Dorvel's 30 years of professional engineering experience encompasses planning, design, and construction engineering support for transmission and distribution systems through 500 kV extra high-voltage direct current. Since 1974, he has performed engineering services for more than 150 transmission projects in over 20 states and countries. Mr. Dorvel was a principal author of an Underground Transmission Line Guide for the California Public Utility Commission.

EDUCATION

- › M.S. in Electrical Engineering, Stanford University
- › B.S. in Electrical Engineering, Stanford University

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- › Professional Electrical Engineer: CA, TX, AK, WA

PROJECT EXPERIENCE

Sunset 66kV Transmission Line

City of Banning, California

Project Engineer. Mr. Dorvel was the responsible charge of the design of the double-circuit 66 kV transmission line from a new Sunset substation to the existing San Geronio Substation, including two miles of double-circuit 66 kV underground construction in concrete encased ductbank from Midway to Sunset. He guided the design of the 66 kV cable termination structures and supervised cable pulling and ampacity calculations.

66kV D/C Line, North Substation Loop

City of Colton, California

Transmission Engineer. Mr. Dorvel provided technical assistance to the Leidos (formerly R.W. Beck) team with aspects of this 1.5-mile urban line design, using tubular steel structures. The line structures overbuild existing distribution circuits and allow for additional underbuild circuits as express feeders. The project included a crossing at I-10 and the Union Pacific railroad (RR) tracks and a 1,500-ft 69kV underground getaway. A 48-fiber all-dielectric self-supporting (ADSS) fiber optic cable was installed.

Ybarra Substation 16and 66kV Interconnections

City of Vernon, California

Project Engineer. The Ybarra Substation required two separate interconnections to nearby existing 66 kV circuits. Mr. Dorvel prepared and coordinated the design, specifications and construction cost estimates for all aspects of this project. The 66 kV interconnections involved new wood pole construction, self-supporting steel pole, tapping into and modifying existing double-circuit structures, and reconstructing certain existing 66 kV structures. The 16 kV feeder interconnections involved underground and overhead getaways to overhead risers on major avenues near the site and posed difficult clearance situations which were resolved with special steel structures.

Ybarra Substation

City of Vernon, California

Project Engineer. Mr. Dorvel supervised the electrical design of the Ybarra Substation. The substation was configured as a four-position ring bus with two 66-kV line connections and two

Paul E. Dorvel, P.E.

30/40/50 MVA, 66-16 kV power transformers. The design was characterized by a restricted site, special grounding and safety requirements, and many underground obstacles.

conduit fill, sized cables, and prepared technical specifications and construction cost estimates.

Nellis 69kV – 12.47 kV Substation, Transmission Line, and Feeders

Nellis Air Force Base, Nevada

Project Engineer. Mr. Dorvel was responsible for design of a three-span 69 kV steel pole transmission line tying a new 69 kV-12.47 kV substation to an existing Nevada Power substation. He was also responsible for the planning and design of eight new underground feeder get-a-ways. Feeder get-a-ways included steel pole riser structures, manhole design, and a 100-foot boring of two 16-inch casing pipes under Las Vegas Boulevard.

**Collinwood Substation 11.5kV Feeder Conversion
*Cleveland Public Power, Ohio***

Project Engineer. Mr. Dorvel was responsible for planning and designing the installation of twelve new 11.5-kV feeders from a new 138-11.5 kV Collinwood Substation to existing manholes and splicing to feeder cables from the old substation. Two new ductbanks in a congested street, each about 600 ft long, were installed. Mr. Dorvel was responsible for ductbank layout, feeder conversion and match-up plan, cable pulling calculations, technical specifications, and construction cost estimates.

Garrett Morgan Pumping Plant 11.5kV Service Conversion

Cleveland Public Power, Ohio

Project Engineer. Mr. Dorvel was responsible for planning the conversion of service to the Garrett Morgan plant from the distant West 41st Street Substation to the new adjacent Division Substation. New feeder cables intercepted existing feeders in existing manholes. Old feeders were capped, ducts vacated, and new cables pulled in to the plant. Mr. Dorvel developed the feeder conversion plan, evaluated

Edward E. Durham

SUBSTATION ELECTRICAL ENGINEERING

Edward Durham, a project designer with Leidos Engineering, has more than 25 years of experience in substation design. He specializes in the design of high-voltage substation projects. His responsibilities include the design and completion of substation project drawings using AutoCAD® software and manual drafting. Mr. Durham prepares single line diagrams, control schematics, site arrangements, three-dimensional (3-D) computer-aided design (CAD) models, electrical equipment plans and sections, foundation plans and details, circuit and material lists, grounding plans, conduit plans, connection diagrams, shielding plans, site grading plans, and control building layouts.

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- › Tennessee State Board of Regents
Mechanical Drafter

PROJECT EXPERIENCE

Sunset Substation

City of Banning, California

Project Designer. Mr. Durham prepared the physical design for a new 115 kV-13 kV substation.

Hatton Substation

Joe Wheeler Electric Membership Corporation, Alabama

Project Designer. Mr. Durham prepared the physical design of the modifications to an existing 46 kV-13 kV substation.

Lafollette Substation Projects

City of Lafollette Electric Department, Tennessee

Project Designer. Mr. Durham prepared the physical design of the modifications to an

existing 161 kV-69 kV substation and the design of two new 161 kV-13 kV substations.

System Interconnection Facilities

Paducah Power System, Kentucky

Project Designer. Mr. Durham prepared the physical design of the modifications to an existing 161 kV-69 kV substation.

Interconnection Facilities

Princeton Electric Plant Board, Kentucky

Project Designer. Mr. Durham prepared the physical design of a new 161 kV switching station.

East and West Substation Modifications

Princeton Electric Plant Board, Kentucky

Project Designer. Mr. Durham prepared the physical design for the modifications of two existing 161 kV-13 kV substations.

Hopkinsville District Design

Hopkinsville Electric Plant Board, Kentucky

Project Designer. Mr. Durham prepared the physical design for a new 69 kV-13 kV substation.

Primary Substation Modification

Harriman Utility Board, Tennessee

Project Designer. Mr. Durham prepared the physical design for the modifications to an existing 161 kV-69 kV substation.

Finley Road Substation

Joe Wheeler Electric Membership Corporation, Alabama

Project Designer. Mr. Durham prepared the physical design for a new 46 kV-13 kV substation.

Edward E. Durham

Segment 1 Design Project

KGen Power, Texas

Project Designer. Mr. Durham prepared the physical design for a 500 kV-230 kV substation.

Ooltewah Substation

Chattanooga Electric Plant Board, Tennessee

Project Designer. Mr. Durham prepared the physical design for a new 161 kV-13 kV substation.

ADDITIONAL PROJECT EXPERIENCE

- › Volunteer Boulevard Substation: Dyersburg Electric System, Tennessee
- › Primary Substation Modifications and Unicoi Substation: Erwin Utilities, Tennessee
- › Tellico Substation, Wellsville Substation, Friendsville Substation, Madisonville Substation, and Chilhowee Substation: Ft. Loudon Electric Cooperative, Tennessee
- › Badger Substation Commissioning and Badger Substation Phase II Modifications: City of Healdsburg, California
- › Boeing Substation, Hexcel Substation, Oden Ridge Substation, and Solvay Substation: Joe Wheeler EMC, Alabama
- › Jacksboro Substation, Sweet Gum Flats Substation, West LaFollette Substation, Royal Blue Substation, and Speedwell Substation Modifications: LaFollette Utilities Board, Tennessee
- › Crockett Substation, Dunn Substation Preliminary Design, Five Points Substation, Loretto Substation, Crockett Substation, and Collins Substation Design: Lawrenceburg Utility Systems, Tennessee
- › Linville Substation: Mountain Electric Cooperative, Tennessee
- › Middle Tennessee State University: Tennessee Board of Regents, Tennessee
- › Bee Springs Substation and Memphis Junction Substation: Warren RECC, Kentucky

J. Dru Ernst, P.E.

OVERHEAD AND UNDERGROUND DISTRIBUTION DESIGN

Dru Ernst has eight years of experience working with public and investor-owned utilities providing civil and mechanical engineering services with a focus on natural gas facilities. He has worked closely with client engineering, operations and construction management staff members to evaluate pipeline routes, prepare detailed design for station facilities, develop project material acquisition plans, prepare and execute material procurement bidding packages, and oversee material delivery execution. Mr. Ernst is dedicated to implementing projects in accordance with client design and operating standards and preferences.

EDUCATION

- › B.S. in Civil Engineering, Gonzaga University

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- › Professional Civil Engineer: WA, NC

PROJECT EXPERIENCE

Camp Lejeune Pipeline Project

Piedmont Natural Gas, North Carolina

Material Acquisition Manager. Mr. Ernst led the material acquisition aspect of the project which included management of the acquisition of all pipeline and station materials. Mr. Ernst worked closely with PNG's and F&A's engineers to outline and specify all materials required for the project. Mr. Ernst prepared material specifications and request for quotation documents, conducted quote evaluations, negotiated material supply terms and conditions, issued material purchase orders and tracked material delivery throughout the project life cycle.

South Nashville 20' Connector Project

Piedmont Natural Gas, Tennessee

Project Engineer/Material Acquisition Manager.

Mr. Ernst led the mechanical engineering effort responsible for preparation of detailed construction drawings for an interconnect station (which included control valves and odorization); three regulating/metering stations, and two mainline valve stations along the pipeline route. Mr. Ernst also worked as the material acquisition manager for the project which included management of the acquisition of over 300 unique materials which included the preparation of material specifications and request for quotation documents. Mr. Ernst worked with PNG operations and engineering staff to ensure that the materials selected were from manufacturers and vendors that PNG prefers.

Regulating Station Design for the Duke Energy Dan River Power Plant

Piedmont Natural Gas, North Carolina

Project Engineer. Mr. Ernst led the engineering effort responsible for preparation of the design and construction drawings and specifications for Piedmont Natural Gas's regulating station which served the Duke Energy Dan River Power Plant. This industrial regulator station included a complex control scheme with automated control valves design specifically to supply a continuous gas supply to the downstream Duke Energy Power Plant. Mr. Ernst also worked as the procurement lead for the project which included preparation of material specifications and request for quotation documents. Mr. Ernst worked with material vendors across the country to ensure that consistent and competitive quotations were received for material that met PNG's requirements and preferences.

Paducah Power System Gas Line Project

Paducah Power System, Kentucky

Lead Design Engineer. Mr. Ernst was the lead design Engineer on the Paducah Power System HP Gas Line project which entailed the design of a 16 mile 12-inch HP gas main primarily through private property, the Calvert City gate station, and the downstream delivery station. He directed the formulation of design drawings material lists, and technical material specifications. Mr. Ernst also formulated the specifications for bidding the procurement of 16 miles of pipe. Mr. Ernst worked closely with the selected pipe manufacturer to oversee the on-time production and delivery of the pipe, including an at-mill inspection.

Fredrickson High Pressure Lateral

Puget Sound Energy, Inc., Washington

Lead Design Engineer. Mr. Ernst was the lead design engineer for the Frederickson HP Lateral which entailed the installation of a 5-mile 16-inch HP main, an odorization facility, and a downstream pressure limiting station. He worked closely with PSE Construction Management staff to design the installation of the pipeline facilities through areas with dense utilities. He designed and directed the formulation of drawings which were used in obtaining permits, bidding the project and in constructing the facilities. He developed a project material list and long-lead material acquisition schedule and then worked closely with PSE purchasing staff to formulate and execute material purchase orders which included technical specifications and delivery requirements. He coordinated with the selected odorizer manufacturer to ensure that the equipment met the facility's needs.

Kent – Black Diamond High Pressure Lateral

Puget Sound Energy, Inc., Washington

Engineer. Mr. Ernst was a design engineer for the Kent – Black Diamond HP Lateral which entailed the installation of a 6 mile 16-inch HP main, and a downstream pressure limiting station. He designed and directed the

formulation of drawings which were used in obtaining permits, bidding the project and in constructing the facilities. Mr. Ernst developed a project material list and long-lead material acquisition schedule. He worked closely with PSE purchasing staff to formulate and execute material purchase orders which included technical specifications and delivery requirements. Mr. Ernst also prepared a written filed procedure which directed the sequence and process needed to safely and properly test, purge, and commission the new facilities.

Kittitas Gate Station Re-Build

Puget Sound Energy, Inc., Washington

Engineer. Mr. Ernst assisted in the design of the re-build of the Kittitas Gate Station including addition of heating, odorization, flow curtailment control valves, high pressure regulation for connection to a 38-mile high-pressure main, intermediate pressure regulation for connection to a local piping network, over pressure protection, and station telemetry. Mr. Ernst prepared construction drawings and written field procedures that allowed the existing facility to remain in operation during construction and testing, and outlined steps for an uninterrupted transfer to the new facilities. He worked with the heater and odorizer manufacturers to profile technical guidance about specific facility requirements.

Greenwood Phase 316' High Pressure Natural Gas Supply Main

Puget Sound Energy, Inc., Washington

Engineer. Mr. Ernst assisted in the design of approximately 5 miles of new 16-inch high pressure (HP) gas main. Located in Mountlake Terrace and Lynnwood in Snohomish County, the project required significant permitting and coordination to address and incorporate into the design each jurisdiction's requirements. He worked closely with PSE purchasing staff to formulate and execute material purchase orders including technical specifications and delivery requirements.

Jason Evans

SUBSTATION SCADA

Jason Evans is an electrical engineer with 2.5 years of experience in substation design of up to 161 kV, supervisory control and data acquisition (SCADA) system design and implementation, coordination studies, relay testing, and substation commissioning. He assists in the preparation of specifications for substation equipment and SCADA system procurement. His experience includes both the modification of existing substations for increased reliability and the design of new substations.

Mr. Evans prepares one-line diagrams, control schematics, and relay panel layouts, and he develops equipment interconnection diagrams. In addition, he assists in the development of general arrangement plans, station grounding plans, and conduit plans.

EDUCATION

- › B.S. in Engineering, University of Tennessee at Martin

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- › Engineer-In-Training (EIT) Certification

PROJECT EXPERIENCE

Oglethorpe 161 kV Substation

Chattanooga Electric Power Board, Tennessee

Substation Engineer. Mr. Evans provided design and professional engineering services associated with the substation update located in the Oglethorpe area of Chattanooga, Tennessee. Engineering services included providing the design for relay removals and updating schematics to reflect upgrading relays.

County Farm Substation Design

Tipmont Rural Electric Membership Corporation, Indiana

Substation Engineer. Mr. Evans provided design and engineering services associated with the new substation in Crawfordsville, Indiana area. Services included design, specifications, and contract documents for the procurement of the site; construction, labor, and materials for construction of the station; and protective relay settings and control panels. He also provided schematic development, grounding plan, and relay settings.

Long Pond Grounding Project

Pennsylvania Power and Light, Pennsylvania

Substation Engineer. Mr. Evans provided design and analysis for ground grid associated with the new substation being built, using WinIGS software.

Mecca Pike Substation Design

Etowah Utilities, Tennessee

Substation Engineer. Mr. Evans provided design and engineering services associated with the new substation in Etowah, Tennessee. Services included design, specifications, and contract documents for the procurement of the site, construction, labor, and materials for construction of the station, and protective relay settings and control panels. He also provided schematic development, grounding plan, interconnection diagrams, and relay settings.

Adam Fox

SUBSTATION ELECTRICAL ENGINEERING

As an electrical engineer, Adam Fox assists in the design of substations and provides contracts for procurement of all necessary equipment and designs drawings including one-line diagrams, control schematics, foundations, and communication. He also assists with on-site commissioning of substations. Mr. Fox applies customer guidelines and substation protection scheme principles to compile relay settings and perform relay testing for substations. He develops updated system models and performs fault calculations.

Mr. Fox has three years of experience, and prior to joining Leidos, he worked at Tennessee Valley Authority, assisting with relay updates to meet North American Electric Reliability Corporation (NERC) compliant settings and conducted fault studies. At the Clarksville Department of Electricity, Mr. Fox served as an engineering intern designing circuit line and pole placement and assisting with substation inspections and maintenance, transformer decommissioning, and switching procedure and relay setting inspections.

EDUCATION

› B.S. in Electrical Engineering

PROJECT EXPERIENCE

Red Hat Road Substation

Joe Wheeler Electric Membership Corporation, Alabama
Project Engineer. The Red Hat Road Substation was constructed on an industrial site and consisted of a 46-13 kV power transformer, one 46 kV circuit switcher, six 13 kV breakers, three single phase 13 kV voltage regulators, and a prefabricated control house with relaying. Mr. Fox assisted with the design

of Red Hat Substation. This work included contract procurement for all equipment and accessories, protection system design, control wiring diagram development, relay setting development and testing, and commissioning of the substation.

Hexcel Substation

Joe Wheeler Electric Membership Corporation, Alabama
Project Engineer. The Hexcel Substation was constructed on an industrial site and consisted of two 46-13 kV power transformers, two 46 kV circuit switchers, two 46 kV circuit breakers, three 13 kV breakers, and a prefabricated control house with relaying. The substation was connected to the client's SCADA system. Provisions to add two additional transformers were incorporated into the design. Mr. Fox assisted with the complete design of Hexcel Substation. This work included contract procurement for all equipment and accessories, protection system design, control wiring diagram development, relay setting development and testing, and commissioning of the substation. The relaying and control system included an auto transfer scheme on the 46 kV and the 13 kV systems. The protective relays were used for the logic for the transfer scheme. Additionally, 46 kV potential transformers were included on the line and substation side to provide input for the transfer schemes. Provisions for future fiber optic communications from the client's other substations were incorporated into the design.

Power Plant 4kV Switchgear

Replacements Confidential Client, Indiana
Project Engineer. The 4 kV switchgear replacement project was initiated to replace the 4 kV auxiliary switchgear for seven generating units at the client's power plant. The project is

being completed in phases and coordinated with scheduled maintenance outages for each unit. The objectives of the project include replacing the aging switchgear with modern, arc-resistant switchgear, and enhancing reliability and functionality. Mr. Fox has assisted in the design of the utility systems for the seven new switchgear buildings, updates to the existing 4 kV switchgear control system, and development of physical wiring for the system.

MTSU Underground Conversion Phase III

MTSU, Tennessee

Project Engineer. The MTSU Underground Conversion Phase III was initiated to finish converting the final overhead 13 kV lines, install a SCADA system for complete system control, and implement a redundant communication loop for the SCADA system. Mr. Fox has assisted in laying out the redundant communication loops along with any necessary communication equipment for the switchgear and control equipment, assisted in the design of the control system for Co-Gen plant to feed only the MTSU system, and assisted in developing the hardware specifications for the project.

Larry C. Hendershot

OVERHEAD AND UNDERGROUND DISTRIBUTION DESIGN

Larry Hendershot is a senior transmission/distribution designer and project manager with Leidos Engineering. He has 46 years of experience with over 5,000 miles of line design experience. His experience includes the following areas: conceptual and final design, project supervision, and construction administration and management for overhead (OH) and underground (UG) electric transmission and distribution facilities from 2.3 kV to 500 kV, fiber optics, and street lighting.

Mr. Hendershot's construction administration and management experience includes preparation of material and construction procurement documents, pre-bid and construction conference facilitation, bid evaluation and selection, design/drafting supervision and consultation, construction review, payment review, construction and work order inspection, and field report preparation.

Mr. Hendershot has served as a client liaison for construction projects coordinating with power suppliers, numerous utilities, planning agencies, and public interest groups; negotiated for right-of-way (ROW) and system interconnections; and participated in depositions and presented testimony for clients before public utility commissions. He has extensive experience in transmission and distribution structure spotting and analysis and design, which includes steel, concrete, and wooden structures in single-circuit and double-circuit configurations.

EDUCATION

- › Associates in General Studies, Jackson Community College

- › Engineering Studies, Cuyahoga Community College

PROJECT EXPERIENCE

12kV Overhead and Underground Projects

Great Lakes Energy, Michigan

Project Manager. Mr. Hendershot has served Great Lakes Energy Cooperative since 2004, designing a series of seven 12 kV distribution projects related to yearly Work Order projects. Design services include county road permitting, coordination with joint use utilities, wood pole sizing and framing, material quantity take-off, line routing, structure spotting, surveying, field investigation, contract preparation and administration, final inspection, and preparation of all RUS closeout forms.

12kV Overhead Projects

National Grid, Massachusetts

Project Manager. Mr. Hendershot designed a series of six 12 kV overhead distribution projects. The projects included design in Swampscott, Norton, Attleboro, Bellingham and Northboro. Mr. Hendershot's design services included wood pole sizing and framing, material quantity take-off, line routing, structure spotting, surveying, field investigation, construction administration, and final inspection.

12kV Overhead and Underground Projects

City of Berea, Kentucky

Project Manager. Mr. Hendershot designed a series of eight 12 kV overhead and underground distribution projects. Design services included standards development, wood and concrete pole sizing and framing, material quantity take-off, line routing, structure spotting, surveying, field investigation, construction administration, and final inspection.

125kV KY 595 Highway Relocation Project

Berea College Utilities, Kentucky

Project Manager. Leidos was retained by Berea College Utilities to provide engineering services to relocate two miles of existing OH electric facilities to UG. The services included design, survey, staking, estimating, contract administration, and inspection. Also included was the coordination with gas, telephone, and cable television for joint use of the trench.

12kV Overhead Projects

City of Bardstown, Kentucky

Project Manager. Mr. Hendershot has served the City of Bardstown since 1997 and has designed a series of 12 12kV overhead distribution conversion and cable make-ready projects. Design services included standards development, wood and concrete pole sizing and framing, material quantity take-off, line routing, structure spotting, surveying, field investigation, construction administration, and final inspection.

12kV Overhead Projects

Caney Fork Electric Cooperative, Tennessee

Project Manager. Mr. Hendershot designed a series of 10 12 kV distribution projects related to Tennessee Department of Transportation (TDOT) highway relocation projects. Design services included permitting, coordination with joint use utilities, wood pole sizing and framing, material quantity take-off, line routing, structure spotting, surveying, field investigation, contract preparation and administration, and final inspection. All projects were TDOT Chapter 86 projects, requiring specific submittals and coordination with TDOT for the utility to be reimbursed by the State of Tennessee.

34kV Underground Project

City of Brainerd, Minnesota

Project Manager. Mr. Hendershot designed four miles of 34 kV single and double circuit underground distribution line to interconnect two substations and increase system reliability.

Services included survey, duct plan and profile, junction and switch details, construction specifications and bidding documents, material specifications, and overhead riser design.

69kV UG Transmission Project

City of Fort Pierce, Florida

Project Manager. Leidos was retained by the City of Fort Pierce for the purposes of designing five 69 kV circuit UG substation exits. Mr. Hendershot provided numerous services including surveying and designing plans and profiles.

34kV UG Transmission Project

City of Brainerd, Minnesota

Project Manager. Leidos was retained by the City of Brainerd for the purposes of designing four miles of 34 kV single-circuit and double-circuit UG transmission line to interconnect two substations and increase system reliability. Services included survey, duct plan and profile, junction and switch details, construction specifications and bidding documents, material specifications, and OH riser design.

125kV Lakewood Health Center Project

City of Staples, Minnesota

Project Manager. Leidos was retained by the City of Staples, Minnesota, to design a 12.5 kV extension from the City, two miles to the new Lakewood Health Center. Construction was wood pole with three-phase OH conductor and an UG service across Hwy 10 into the Health Center. Services included pole design and framing, material quantity take-off, line design, structure spotting, surveying, bid specifications, field investigation, construction administration, and final inspection.

125kV Kahite Overhead and Underground Project

Fort Loudon Electric Cooperative, Tennessee

Project Manager. Leidos was retained by Fort Loudon Electric Cooperative to provide engineering services for one mile of 12.5 kV OH

Larry C. Hendershot

distribution line and design of Phase I UG facilities for a 1,200 lot community development. OH construction was a concrete pole and wood pole mix. Services included concrete pole design, specification and bidding, line design, structure spotting, surveying, and field investigation. This project was constructed by Fort Loudoun Electric Cooperative crews.

Robert N. Jenkins, P.E.

SUBSTATION RELAY AND CONTROLS

Robert Jenkins is a protective coordination engineer with 19 years of progressive industry experience. Mr. Jenkins performs short-circuit and relay coordination studies; prepares relay settings and configuration files; and is proficient at testing, commissioning, and troubleshooting control systems and protective relays. While his primary design focus is relay protection and control (P&C) systems, substation grounding systems, and supervisory control and data acquisition (SCADA), Mr. Jenkins has participated in all aspects of the substation design process. He has prepared one-line, three-line, and elementary diagrams; bills of material (BOM) and relay panel elevation drawings; conduit plans, circuit lists, connection diagrams, and substation grounding plans; and has developed technical specifications for each of these systems. Mr. Jenkins prepares and reviews contract documents and substation cost estimates for procurement and construction of substation, transmission, and distribution projects to make sure of compliance with company and industry standards.

EDUCATION

- › B.S. in Electrical Engineering, Tennessee Technological University
- › B.B.A, Belmont University

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- › Professional Electrical Engineer: TN

PROJECT EXPERIENCE

Sunset Substation Design *City of Banning, California*

Project Engineer. The City of Banning began conceptualizing the expansion of its electric system during development of the 2004 -2009 Electric System Master Plan, prepared by Leidos. The initial expansion consists of the addition of a third 33 kV interconnection with Southern California Edison and the construction of the new distribution Sunset Substation. In this role, Mr. Jenkins developed the protection and integration schemes for the substation. His work, along with the project team, included specifying all components and programming of the master station, communication processor and relays, and startup and commissioning responsibility of the system

Master Plan *City of Banning, California*

Project Engineer. Due to recent growth in the area averaging 200 new customers each year and energy requirements growing at three percent each year, the City of Banning, with its aging electric distribution system was approaching full capacity. SAIC was selected to assist the City of Banning in developing a long-range master plan, using the overall growth plan goals to provide validity to the capital improvement recommendations required to meet the projected growth. The master plan required a comprehensive study, detailing each system to ensure each component was reviewed and included in the recommended improvements, which our team presented to the City Council. Mr. Jenkins provided cost estimates for the substation and SCADA projects identified in the master plan.

Master Plan

City of Pasadena, California

Project Engineer. To support City of Pasadena leaders to ensure the future of a reliable, safe, and cost-competitive supply of energy to residents and businesses, SAIC provided an electric distribution system master plan to the City of Pasadena. Our project team took the master planning process to a more strategic level, including the necessary financial analysis to develop a meaningful and achievable plan for the implementation of system improvements the City of Pasadena had identified. SAIC used five key strategies to achieve the City of Pasadena's master plan vision, including early identification of stakeholder issues; integrated project team; rapid assessment of the electric system; early prioritization of planning issues; and inclusion of financial planning considerations. Mr. Jenkins provided cost estimates, reviewed the City of Pasadena's practices and procedures, reviewed the existing SCADA system, and provided recommendations. Mr. Jenkins performed initial fault current calculations on the transmission system and provided input on questions related to protective relaying on the existing system.

Primary Substation Modification

Paducah Power Systems (PPS), Kentucky

Project Engineer. PPS retained SAIC to perform engineering work at the Primary Substation No. 8 to facilitate interconnection with a new transmission service provider and new gas-turbine generators installed adjacent to the site. The design included modifications to establish a four-position 161 kV ring bus, addition of new 161/69 kV transformers, and five new 69 kV breakers. Mr. Jenkins prepared conceptual P&C scheme and integration strategy for the transmission yard; prepared wiring diagrams for panel modifications to integrate new equipment; commissioned transmission relays and new breaker controls; and provided quality assurance/quality control review of relay settings and connection diagrams.

North Mill Substation

Bowling Green Municipal Utilities (BGMU), Kentucky

Project Engineer. BGMU retained Leidos to design a new substation to establish a third delivery point from the transmission provider. The North Mill Substation included a 161/69 kV transformer as well as two 69/12.47 kV transformers. The existing sub-transmission system was looped through this substation and new distribution feeders were tied into the distribution system from this point. Mr. Jenkins performed the following tasks for this project:

- › Developed the protective relaying system design including relay selection, panel layout, control schematics, and specifications.
- › Prepared protective relay settings.
- › Developed the ground grid design.
- › Prepared connection diagrams for equipment and relay panels.
- › Developed a bus throw over scheme and assisted the client with commissioning the scheme.

Transmission System Protection Analysis

Keys Energy (KEYS)/Florida Keys Electric Cooperative (FKEC), Florida

Project Engineer. Mr. Jenkins assisted with the review and recommendations for possible system modifications of FKEC's isolated transmission system, including 138 kV and 69 kV protective relays, as well as associated adjacent protection systems and the 13 kV fast bus transfer scheme. The project focused on planning for the future of FKEC's system protection, with emphasis on using the newly installed fiber-optic communications loop. The team partnered with FMPA and FKEC to develop a 10 year transmission plan, stability analysis, system model update, and facility ratings for the purposes of NERC Compliance, and used the developed FKEC system model to perform the analysis. Mr. Jenkins helped develop a protection system philosophy and

402

reviewed system behavior, providing recommendations for the ultimate future design and short term improvements.

Systemwide Relay Protection Study

Kodiak Electric Association (KEA), Kodiak, Alaska
Project Engineer. Mr. Jenkins developed a system model encompassing the generation, transmission, and distribution facilities of KEA. He reviewed and recommended updates to the protective system philosophy. Mr. Jenkins gathered and catalogued relay settings for the entire system, analyzed the performance of the existing system, and recommended revised settings and relay replacements to improve reliability and operational efficiency. He provided an implementation plan with setting files and test points for relay testing and observed field testing of key relay subsystems.

Power Plant 138kV Switchyard Modifications

Confidential Client, Indiana

P&C/SCADA Engineer. In conjunction with a power plant optimization project, the client expanded its six-position ring bus to a nine-position ring bus to connect new generation and a new transmission tie line to the yard. The project included the addition of two new generator step-up transformers, three new circuit breakers, and new relaying and controls housed in a new relay house. Existing generator unit relaying was also replaced in the existing control room. Leidos provided detailed wiring diagrams, SCADA points-lists and communication diagrams, and onsite commissioning assistance.

Multiple Substation Designs and Modifications

Tipmont Rural Electric Membership Corporation, Indiana

P&C/SCADA Engineer. Leidos has replaced an existing substation and constructed the new Lafayette and Wea Substations, while simultaneously implementing reliability upgrades to the Haggerty Lane and Klondike Substations. The projects included field investigations,

substation designs, bid solicitation for procurement contracts, sequencing plans, and construction engineering and management support for the substation projects. Mr. Jenkins has tested the relays and control scheme at the Wea Substation and has tested reclosers at Clark's Hill, Pop Center, and ASA Linden, among others. He also facilitated the commissioning of the SCADA remote terminal unit (RTU) at Wea Substation and the troubleshooting of the RTU at Pop Center Substation.

Transmission System Protection Study

Bowling Green Municipal Utilities, Kentucky

Project Engineer. Mr. Jenkins analyzed existing system conditions of transmission system protective devices. He proposed equipment requirements to improve the overall effectiveness of protective devices, weighing several design considerations, including reliability, coordination, protection, safety, and power quality. This study established the protection philosophy for the system and provided several recommendations for the coordination of the transmission system relays.

Harriman Primary Substation

Harriman Utility Board, Tennessee

Project Manager. Mr. Jenkins designed modifications to the facility, including replacement of the 161 kV power transformer and 161 kV and 69 kV circuit breakers. He was responsible for physical layout of new facilities, development of the procurement and construction documents, configuration of revised RTU configuration, and protective relay settings.

Richard M. Lippold, P.E.

SUBSTATION CIVIL ENGINEERING

Richard Lippold has more than 33 years of experience in the planning and structural design of a wide array of utility facilities. He is responsible for civil layouts, structural analysis and design, and preparation of bid and construction drawings for foundations, buildings, concrete dams, retaining walls, vaults, substations, and other structural facilities. He often works with multidisciplinary teams for the development of an entire site, addressing drainage, access, utilities, and long-term O&M considerations. His background also includes the design of roads, bridges, and the repair of, pipelines, and hydraulic control structures.

EDUCATION

- › B.S. in Civil Engineering, University of Washington

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- › Professional Civil Engineer: WA, CA, HI

PROJECT EXPERIENCE

Sunset Substation

City of Banning, California

Civil and Structural Engineer. The City of Banning began conceptualizing the expansion of its electric system during development of the 2004-2009 Electric System Master Plan, prepared by Leidos Engineering. The City had to expand its electric system to improve service reliability to existing customers and to meet the increasing demand for electricity resulting from residential, commercial, and industrial expansion. The initial expansion consisted of the addition of a third 33 kV interconnection with Southern California Edison (SCE) and the

construction of the new distribution Sunset Substation.

Leidos Engineering was the Owner's Engineer for the project, responsible for the engineering, design, and construction management of the substation and its related transmission and distribution facilities. This role included providing project management, engineering, environmental permitting, land acquisition, equipment procurement, and construction management expertise throughout project development.

The ultimate substation configuration was a six-breaker, 69 kV ring bus (initially operated at 33 kV and with only four of the ultimate six breakers) with two 12/16/20 MVA transformer banks and nine 12 kV circuit breakers to accommodate four distribution feeders, two distribution capacitor banks, and main and tie breakers.

Mr. Lippold was responsible for design of the substation structure foundations (drilled pier as well as spread footings) and design of site retaining walls and a perimeter fence consisting of a concrete spread footing and CMU wall.

Hardeson Substation

Snohomish County Public Utility District No. 1, Washington

Civil and Structural Engineer. Due to commercial development and increased load growth, Snohomish County Public Utility District needed to implement a new 115/12.5-kV substation. Leidos Engineering provided engineering services for development of the substation. The team assisted the District during the initial phases of site selection and prepared conceptual layout drawings and estimates that verified the feasibility of

constructing a substation on the available site. Leidos Engineering then prepared detailed design drawings and specifications for site development, including installation of foundations, drainage systems, oil spill containment system, conduit, grounding and fencing; we further prepared detailed design drawings for the electrical assembly of the substation, including two 115-kV line positions, a 115-kV bus, disconnect switches, circuit switchers, power transformer, and a 12.5-kV metal-clad switchgear. Mr. Lippold provided structural design of the substation structures and foundations.

Following the project, the District requested Leidos Engineering develop a structural design guide for substation structures. Mr. Lippold developed a step by step procedure for determining structure loads. The design guide included development of loads based on ASCE 7, "Minimum Design Loads for Buildings and Other Structures", the NESC, and ASCE "Guide for Design of Substation Structures." The guide included a spreadsheet design for a 115kV high bus support, a 12kV switch support, and a 115kV circuit switcher.

Badger Substation *City of Healdsburg, California*

Civil and Structural Engineer. During the summer of 2006, the electric system at the City of Healdsburg became overloaded due to excessive long-term heat, as well as continued growth in the area. One result of this stressing of the City's electric system was the inability to energize a key substation power transformer that had indicators of failing insulation. As Owner's Engineer, Leidos Engineering was retained to modernize the City of Healdsburg's Badger substation to provide the long-term reliability, safety, security, and cost-effectiveness of the City's electric system. An important requirement of the project was the

addition of new 115/12-kV power transformers equipped with transformer condition monitoring systems that will be integrated into a new SCADA system to allow the City to monitor in real time the health of their key electrical assets. Mr. Lippold provided the structural foundation design for the new transformers.

South Nashville 20' Connector *Piedmont Natural Gas, Tennessee*

Structural Engineer. Mr. Lippold provided structural engineering services as part of the mechanical design team for the South Nashville 20" Connector Project. Mr. Lippold performed structural calculations for various equipment foundations including gas-line heaters, telemetry enclosures, skid mounted regulation and filtration assemblies, pig launcher and receiver skids, and odorant storage and injection equipment. Mr. Lippold also designed canopy structures with integrated hoist crane systems which are to be installed in conjunction with the skid mounted regulation and filtration equipment for weather protection and easy equipment removal, transfer and inspection of heavy equipment. Mr. Lippold also assisted the pipeline design team by performing structural calculations related to soil overburden pressure for deep horizontal directional drills. Mr. Lippold also prepared detailed construction drawings and specifications related to all the mechanically oriented structural work described above.

Bow Lake Recycling and Transfer Station
King County Solid Waste Division, Washington
Design Engineer. Mr. Lippold is overall responsible for the structural design for this major new facility. The project addresses issues of capacity, service, and environmental impacts for this station, which handles nearly 35 percent of the County's waste stream. Specific design requirements include the addition of compactors to prepare the station for waste export, improved vehicle access and reduced queuing, increased recycling functions, and upgrades to the scale

facilities. The design of a 2,500 ton-per-day recycling and transfer station developed under the U.S. Green Building Council's LEED sustainable design and construction program (LEED Gold rating). The structural design aspects of the project were challenging building over an existing landfill. The multiple site retaining walls were designed primarily as soldier pile walls, but included concrete gravity walls as well as reinforced walls. The desire for an open compactor bay resulted in a challenging arrangement of stepped suspended slab and beams. The design also included numerous below ground vaults for storm water, waste water and utilities.

Houghton Transfer Station

King County Solid Waste, Washington

Civil Engineer. Leidos Engineering assisted King County with major improvements to this solid waste transfer station. Mr. Lippold was responsible for structural design of underground vault water storage system and design of a sound wall to reduce facility operation noise to nearby residential neighbors.

HECO Projects

Hawaiian Electric Company

Design Engineer. Mr. Lippold has worked on numerous projects involving substation assessment, repair, and upgrades. Mr. Lippold is currently working on a project involving field assessing all of HECO's low voltage distribution substations for structural condition and making recommendations for repair and maintenance. Mr. Lippold has also completed a variety of substation upgrade designs for HECO, including equipment foundation design and sound wall design.

Larry McCullum, P.E.

TRANSMISSION & DISTRIBUTION ENGINEERING

Larry McCullum has more than 28 years of experience in the planning, design and operations of high-voltage transmission and distribution facilities. He has expertise in the conceptual design of overhead lines and structures, route selection, detailed line design and analysis using PLS-CADD™ modeling, and specifications and selection of line materials and equipment. His experience includes lead design or project management responsibility for high-voltage overhead and underground projects through 230 kV, including new line extensions, capacity upgrades, relocations, and voltage conversions.

EDUCATION

- › B. S. in Electrical Engineering, University of Kentucky
- › B. A. in Mathematics and Business Administration, King College

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Electrical Engineer: TN, KY, WA

PROJECT EXPERIENCE

Sunset Substation

City of Banning, California

Overhead Design Lead. Mr. McCullum assumed the role of task lead for all overhead transmission and distribution line design associated with the new Sunset Substation. Design included 2.2 miles of double-circuit 69kV transmission line with 12kV underbuild circuits and ADSS cable. GO-95 design criteria for this project required the use of steel poles throughout, including design of self-supporting switch and underground riser structures. The transmission line route included a

crossing of the I-10 freeway and Union Pacific Railroad.

North Substation

City of Colton, California

Transmission QA/QC. The North Substation project included construction of a 1.5-mile double-circuit transmission line. The new transmission line incorporated the existing 12 kV distribution and the addition of two ADSS fiber optic cables. The project consisted of skip span construction for the transmission circuits and replacement of the distribution inter-set poles. The design included crossings of a Southern California Edison line, the I-10 freeway, and the Union Pacific Railroad. Mr. McCullum was responsible for the QA/QC review of the final transmission design and review/approval of the steel pole manufacturer's design load calculations.

Northern Transmission Lines 115kV

Puget Sound Energy (PSE), Washington

Project Manager and Technical Lead. Leidos (formerly SAIC) assisted Puget Sound energy with this project to rebuild and increase capacity of three 115 kV transmission line upgrades, including the 22.7-mile Baker-Sedro Woolley #1 Line, the 22.6-mile Baker-Sedro Woolley #2 Line, and the 26.2-mile Sedro Woolley-Bellingham #4 Line. The Leidos team developed PLS-CADD line models for design analysis, and prepared final construction drawings and bills of material for these three lines. Each project consisted of replacing existing conductors with 1272 kcmil ACSR (Bittern) conductor at a design operating temperature of 100°C. The Baker-Sedro Woolley #1 Line included the addition of 96-count ADSS fiber. Leidos was also responsible for construction staking, engineering support during construction, and preparation of as-built drawings. Mr. McCullum

Larry McCullum, P.E.

assumed the role of project manager and design lead for two of the three projects.

Highland Tap to Central Park 115kV Line

Public Utility District#1, Grays Harbor, Washington

Technical Lead. This project involved the capacity upgrade of a 4.1-mile 115 kV transmission line.

The design included replacement of existing transmission conductors with 1272 kcmil AAC conductors operating at 75° C and clearance coordination with an existing distribution under-build circuit on single wood pole structures. In his role as technical lead, Mr. McCullum was responsible for the final line design and preparation of construction drawings.

Columbia-Rocky Ford 230kV Line Route Selection

Grant County PUD, Washington

Design Lead. Mr. McCullum provided conceptual design expertise and budgetary estimates for a 35-mile transmission line between Bonneville Power Authority's Columbia and Rocky Ford substations. Leidos assisted Grant County PUD with route selection, conceptual design and budgetary cost estimates. This line includes both single-pole and H-frame tubular steel structures to support a bundled single-circuit 230 kV design. Conceptual design tasks included a complete PLS-CADD™ line model utilizing USGS terrain data and ortho-photography for structure sighting, permitting, and calculation of right-of-way requirements.

Garrett J. Moak, P.E.

SUBSTATION CIVIL ENGINEERING

Garrett Moak has eight years of engineering experience including seven years supporting substation and transmission line design projects. His substation experience includes modeling of new and existing substation structures, design of equipment and structure foundations, substation bus arrangements, oil spill containment systems, site grading, and drainage and access roads. Mr. Moak has exceptional experience with current structural codes and their application in the electrical utility industry.

EDUCATION

› B. S. in Civil Engineering, Gonzaga University

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Engineer Civil: WA, NH, PA

PROJECT EXPERIENCE

Sunset 69kV-1247kV Substation

City of Banning, California

Project Engineer. Our firm provided the engineering, design, and construction management of the new Sunset substation and its associated underground transmission and distribution facilities. Related tasks for this project include project management, engineering, environmental permitting, land acquisition, equipment procurement, and construction management. Mr. Moak assisted the team that provided engineering during construction services, as well as the design of the substation access road.

Orchard 115kV-138kV Substation

City of Ukiah, California

Project Engineer. Mr. Moak was responsible for foundation design and site development for this

greenfield substation. He provided the site grading and stormwater calculations and design. He assisted with stringent permitting requirements of northern California. He also designed a CMU security wall around the site perimeter.

North Substation 69kV/12kV

City of Colton, California

Project Engineer. Mr. Moak was the primary civil designer for the new North substation. He designed 69 kV substation steel equipment support structures for cable termination structures, VT support structures, and switch support structures. He was responsible for drilled pier and slab foundations for the steel structures, transformers, circuit breakers, and switchgear building. Mr. Moak also designed the substation masonry walls and footings, 69 kV underground transmission ductbanks, and 12 kV underground distribution ductbanks. Other project responsibilities included site drainage design, site grading, and oil spill containment.

Mountain View 69kV/125kV Substation

City of Riverside, California

Project Engineer. Mr. Moak performed a structural analysis on a four bay steel framed box bus and switch support structure built in the early 1960s using RISA 3D. The structure was analyzed under current codes and loading conditions to determine if the structure had the required strength to support new, heavier switches. New structural members were designed to replace existing members that failed under the new loading conditions. Mr. Moak also analyzed the existing foundations and designed upgrades to the foundations for the current loading conditions and to meet current codes

that allowed for construction around the existing obstructions in the operating substation.

Huntley 115kV Substation

National Grid, New York

Project Engineer. Mr. Moak assisted with the site electrical physical arrangement and elevations to fit a new capacitor bank into the existing site conditions to provide adequate electrical connections, clearances, and maintenance access for the client. He designed slab foundations to support the equipment. The site was located on a fill area and special provisions were required for foundation design. He also provided structural analysis for the design of the 115 kV steel equipment support structures using RISA Technologies, LLC's RISA-3D (RISA-3D).

Fife 115kV/138kV Substation

Tacoma Public Utilities, Washington

Project Engineer. Mr. Moak developed foundation loading and designed a foundation for a control enclosure. The project included developing oil spill containment solutions within a flood plan and design of the system. The project also included re-grading of the site to allow for the construction of the switchgear foundation in the flood plain without reducing the volume of floodwater on the site.

Merrimack 115kV Substation Upgrade

Public Service of New Hampshire, New Hampshire

Civil Engineer Lead. Mr. Moak oversaw the civil and structural efforts for the upgrade of the Merrimack 115 kV Substation. The station upgrade included the installation of a new control building, spare transformer, circuit switcher, as well as the replacement of several switch structures, circuit breakers, and other station equipment support structures. The construction was broken into seven phases to complete the work while maintaining limited station operability.

230kV-115kV-138kV Industrial Substation

Confidential Client

Project Engineer. Mr. Moak performed engineering analysis and design on several different areas of the industrial substation upgrade project. He designed slab, spread footing, and drilled pier foundations for various substation equipment and structures with voltages of 230 kV, 115 kV, and 13.8 kV. Several of the substation structures required unique designs to create new circuit tie-ins within the existing stations. He analyzed existing steel and aluminum structures using RISA 3D under current loading conditions with the addition of new equipment and structural members. Mr. Moak assisted with substation physical electrical including conduit, cable, grounding, and lighting layouts.

Factoria 230kV Substation

Puget Sound Energy, Inc., Washington

Project Engineer. Mr. Moak was responsible for developing deadend tower loading requirements and drilled pier foundation design using Power Line Systems, Inc.'s (PLS) CAISSON. He additionally provided the metal clad switchgear building foundation design and 115 kV gas-insulated switchgear foundation design to meet seismic design requirements.

Bushkill 230kV Substation

PPL Electric Utilities Corporation (PPL), Allentown, Pennsylvania

Civil Engineer Lead. Mr. Moak was responsible for leading the civil and structural effort for the rebuild of a 230 kV substation at Bushkill substation. Structure and foundations were designed for 230 kV structures that included an A-Frame, H-Frames, bus supports, switch supports, metering supports, capacitance coupled voltage transformer supports, and surge arrester supports. A yard expansion was part of this scope of work and included site grading and drainage facilities.

Garrett J. Moak, P.E.

Union City 500kV Substation

Georgia Transmission Corporation, Georgia

Civil/Structural Lead. Mr. Moak led the civil and structural effort for the installation of a spare 500 kV single phase transformer bay at Union City substation. Work included the design of 500 kV, 230 kV, and 13.8 kV structures and foundations. A 500 kV strain bus using steel tapered tube monopole structures was also part of the project scope.

Oil Spill Containment – Hub Substation

City of Colton, California

Project Engineer. Mr. Moak completed oil spill containment plans for both Hub and Century substations to provide compliance for the client.

Oil Spill Containment – Badger Substation Phase II Modifications

City of Healdsburg, California

Project Engineer. Mr. Moak designed a refurbished oil containment system for the existing substation.

Andrew Nelson

ENVIRONMENTAL/CEQA LEAD

Andrew Nelson has nearly three decades of experience in project permitting, compliance, environmental analysis, and impact assessment for inland, coastal, and offshore projects across California and in Asia. He offers expertise in coordinating large consulting projects involving multiple government agencies and/or private sector participants, managing controversial projects, and analyzing and resolving complex environmental and planning issues.

Mr. Nelson brings extensive experience working in the public sector for both government agencies and educational institutions and diverse private sector experience in retailing, manufacturing, and management consulting. His specialties include environmental consulting and project management for environmental impact assessments, permitting and compliance for marine and onshore energy facilities, policy and data analysis, operations and abandonment planning, and emergency response planning and training programs.

EDUCATION

- › Master of Public Policy, Claremont Graduate University, 1984. Concentration: Environmental Policy
- › B.A. in Mathematics, Pomona College, 1969

PROJECT EXPERIENCE

Following is a sampling of the complex environmental planning and assessment document projects that Mr. Nelson has managed.

- › Port of Long Beach Cement Terminal Modification Project Port of Long Beach, California. 2011.
- › EIR on Simi Valley Landfill and Recycling Center EIR. County of Ventura Planning Department. Ventura County, California. 2008-2010.
- › EIR for Port of Long Beach Administration Building Replacement Project Long Beach, California. 2008.
- › Abandonment Plan Development, Permitting, and Compliance Management, Gaviota Terminal. Shell Pipeline Co. LP. Santa Barbara County, California. 2002-2012.
- › International Standard Environmental Impact Assessment for Kashagan Experimental Program Offshore Oil Development, North Caspian Sea. AGIP Kazakhstan North Caspian Operating Company. Kazakhstan. 2005.
- › Chevron Marine Terminal Abandonment Including Permit Application and Agency Coordination. Chevron Pipe Line Company. San Luis Obispo County, California. 1997-2001.
- › Abandonment Permitting, and Compliance Management-Gaviota Terminal. Texaco Trading & Transportation Inc. Santa Barbara County, California. 1995-1998.
- › Permit Compliance During Marine Tanker Operational Start-Up, Gaviota Terminal. Texaco Trading & Transportation Inc. Santa Barbara County, California. 1992-1993.
- › EIR on the San Luis Obispo County California Clean Air Act Clean Air Plan. San Luis Obispo County Air Pollution Control District. 1991-1992.
- › Development of Emission Reduction Estimates for Kern County Transportation Control Measures. San Joaquin Valley Unified APCD. 1991.
- › Wind Energy Project EIR/EIS. Kern County Planning and Development Department. Kern County, California. 2011-2014.

- › EIR for the Santa Barbara County Air Quality Attainment Plan. Santa Barbara County Air Pollution Control District. 1989-1990.
- › EIR for the Santa Barbara County Hazardous Waste Management Plan. Santa Barbara County. 1988.
- › Deputy Project Manager for EIR/EIS and Principal Investigator, Air Quality and Socioeconomics, Coal Oil Point Offshore Oil Development. Santa Barbara County, California Coastal Commission, State Lands Commission. Santa Barbara Channel, California. 1985-1986.

RELATED PROFESSIONAL EXPERIENCE

Mariposa Consulting Services. Owner/Principal. 1990-2007. Environmental consulting and project management specializing in marine energy facilities with emphasis in permitting and permit compliance, policy and data analysis, operations and abandonment planning, and environmental impact assessment.

University of California Extension, Santa Barbara. Instructor. 1989-1993.

- › Air Quality Issues in Land Use Planning, Ventura Campus, 1993.
- › Technologies for the Management and Treatment of Hazardous Materials and Wastes, Santa Barbara Campus, 1989 and 1990.

Jacobs Engineering Group Inc. Manager, Santa Barbara Operations. 1987-1990. Manager of environmental project office responsible for project management and marketing for Santa Barbara, Ventura, and San Luis Obispo counties in California.

Chambers Group Inc. Manager of Projects. 1985-1987. Manager of project control, designer/developer of project management system, deputy project manager for major EIR/EIS projects and project manager for coastal energy developments in California.

Project Administrator, South Coast Air Quality Management District. 1984-1985. Managed Air

Quality Management Plan development project and Nitrogen Dioxide Attainment Strategy revision.

ADDITIONAL PROJECT EXPERIENCE

- › Emergency Response Plan Coordinator for Point Arguello OCS Oil Project. Plains Exploration and Production Co. Santa Barbara County, California. 2000-2002.
- › Emergency Response Plan and Oil Spill Response Plan Coordinator and Trainer for Gaviota Marine Terminal Project. Texaco Trading & Transportation, Inc., Equilon Pipeline Company LLC, and Shell Pipeline Company LP. Santa Barbara County, California. 1991-2000.
- › Project Manager for the EIR on the San Luis Obispo County California Clean Air Act Clean Air Plan. San Luis Obispo County Air Pollution Control District. San Luis Obispo County, California. 1991-1992.
- › Project Manager for the Development of Emission Reduction Estimates for Kern County Transportation Control Measures. San Joaquin Valley Unified APCD. 1991.
- › Project Manager for the EIR for the Santa Barbara County Air Quality Attainment Plan. Santa Barbara County Air Pollution Control District, California. 1989-1990.
- › Project Manager for the EIR for the Santa Barbara County Hazardous Waste Management Plan. Santa Barbara County, California. 1988.
- › Project Manager for Supplemental EIR on Exxon Santa Ynez Unit Marine Terminal Proposal. Santa Barbara County. 1987.
- › Project Manager for the Development of a Draft Indirect Source Review Control Measure and Rule (including emission reduction projections). Prepared jointly by Kern County and the San Joaquin Valley Unified Air Pollution Control District. 1990-1991.

Justin S. Solitro

SUBSTATION CIVIL ENGINEERING

Justin Solitro has nearly three years of experience as a substation civil engineer. Mr. Solitro is responsible for performing engineering designs and calculations for substation structures and foundations at the 13kV-345kV voltage levels. Mr. Solitro is qualified and experienced in steel and aluminum structure design, foundation design for substation and transmission line structures, oil containment design, as-built certifications, and site development plans.

EDUCATION

- › B.S. in Civil Engineering, University of Central Florida

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- › Engineer In Training (EIT)
- › American Society of Civil Engineers (ASCE) Member
- › American Concrete Institute (ACI) Certification

PROJECT EXPERIENCE

Merrimack Substation

Public Services of New Hampshire, Merrimack, New Hampshire

Project Engineer. Mr. Solitro was responsible for designing steel structure supports and foundations for a substation expansion. Foundation calculations and steel designs were performed using RISA-3D, RISA Foundation, and MathCAD®. Detail drawings were provided in AutoCAD®.

Firehouse Road Substation

National Grid, New York

Project Engineer. Mr. Solitro was responsible for the design of foundations for substation equipment supports. The scope of work included the installation of a capacitor bank, disconnect switch, and circuit breaker for a 115 kV-13.2 kV substation expansion. He performed foundation calculations using RISA-3D and provided detail drawings in MicroStation.

Berlin Substation

Public Services of New Hampshire, New Hampshire

Project Engineer. Mr. Solitro was responsible for the design of foundations and steel substation equipment supports. The scope of work involved expanding the existing substation from two to three bays. New foundations and steel designs were required for a coupling capacitor voltage transformer stand, potential transformer stand, current transformer stand, circuit switcher stand, lightning arrestor stand, and a circuit breaker. He performed the foundation calculations and steel structural analysis using RISA-3D, RISA Foot, RISA Foundation, and MathCAD®. Detail drawings were provided in AutoCAD®.

Smith Bridge Substation

National Grid, Wilton, New York

Project Engineer. Mr. Solitro was responsible for the design of the foundations for the substation equipment supports. The scope of work included the installation of a capacitor bank, a disconnect switch, and a circuit breaker for a 115 kV-13.2 kV substation expansion. He performed the foundation calculations using RISA-3D and provided detail drawings in MicroStation.

Buckley Corners Substation

National Grid, New York

Project Engineer. Mr. Solitro was responsible for the design of foundations for the substation equipment supports. The scope of work included the installation of a capacitor bank, disconnect switch, circuit breaker, and outdoor remote terminal unit (RTU) cabinet for a 115 kV-13.2 kV substation expansion. He performed the foundation calculations using RISA-3D and provided detail drawings in MicroStation.

Tibbits Substation

National Grid, New York

Project Engineer. Mr. Solitro was responsible for the design of foundations for the substation equipment supports. The scope of work included the installation of a capacitor bank, disconnect switch, circuit breaker, and outdoor RTU cabinet for a 34.5 kV substation expansion. He performed foundation calculations using RISA-3D and provided detail drawings in MicroStation.

Union City Substation

Georgia Transmission Corporation, Georgia

Project Engineer. Mr. Solitro was responsible for the design of foundations for the substation equipment supports. The scope of work included the installation of a transformer, 500 kV steel monopoles, tertiary bus supports, lightning arrestor supports, and 500 kV bus supports. He performed the foundation calculations using RISA-3D, LPILE, and MathCAD®. Detail drawings were provided in AutoCAD®.

Substation Structural Analysis

Georgia Transmission Corporation, Georgia

Project Engineer. Mr. Solitro was responsible for performing a structural analysis for a client standard 25 kV feeder structure with bus beam. He was tasked to perform the analysis utilizing RISA-3D and identify any structural deficiencies for a one-bay, two-bay, and six bay configuration of the structure.

Substation Site Grading Plans

MdAmerican Energy, Iowa

Project Engineer. Mr. Solitro was responsible for providing site grading plans for the Black Hawk substation, Kossuth Substation, Obrian Substation, and Webster substation. He performed the task utilizing AutoCAD® Civil 3D software and provided earthwork quantities for contractor project cost estimations.

Adam W. Stevenson

SUBSTATION ELECTRICAL ENGINEERING

Adam Stevenson has worked on a variety of projects and provided many types of services including natural gas telemetry and communication design, substation design, project cost estimates and preparing wiring diagrams. Through his 14 years of project experience, he has developed thorough knowledge of what is required to complete both new "green-field" projects and modifications to an existing facility. He has expertise in preparing projects scopes, budgets, and schedules, equipment procurement specifications, construction specifications, bid evaluations, one-line diagrams, control schematics, relay panel layouts, site arrangements, electrical equipment plans and sections, circuit and material lists, grounding plans, conduit plans, wiring diagrams, shielding plans, site grading plans, and control building layouts.

EDUCATION

- › B.S. in Electrical Engineering Technology, ITT Technical Institute

PROJECT EXPERIENCE

Casa Blanca Power Project

Riverside Public Utilities (RPU), California

Task Manager. Leidos Engineering provided electrical design engineering and technical support services for the construction of a new Casa Blanca Substation which consisted of a 69 kV ring bus, one power transformer, and one 12.47 metal-clad switchgear building. Mr. Stevenson managed and/or performed the following tasks: protective relay coordination study, prepare relay settings, reviewed vendor drawings, prepared battery and battery charger sizing calculations, AC and DC control

schematics, and interconnection wiring diagrams.

Mt. View 69kV/12.47 kV Substation

Riverside Public Utilities, California

Task Manager. In providing engineering services to upgrade and modernize the City of Riverside's Mt. View Substation, Mr. Stevenson specifically managed tasks related to protection and control. First, a new 69 kV bus and line protective relaying scheme was developed utilizing Schweitzer Engineering Laboratories' (SEL)-587Z and SEL-421 relays, respectively. Leidos Engineering revised the station's single-line and three-line drawings, as well as developed new detailed control schematics for the new relaying scheme. In addition, a new under frequency load shed (UFLS) scheme for the 12.47 kV distribution system was designed utilizing Schweitzer's SEL-351 relay. Leidos Engineering developed panel cutout drawings and developed point-to-point wiring diagrams.

The station's existing 48 Volt (V) DC battery system was replaced with a new 125 VDC system. Our firm performed battery sizing calculations, revised control building plan view drawings, and developed new DC panel board wiring drawings. Finally, a new control building was designed to house the new bus and line protective relaying, the new 125 VDC battery system, and the City's SCADA equipment. We developed control building plans and section drawings, relay panel layout drawings, and foundation design drawings.

Orchard Substation

City of Ukiah, California

Project Engineer. The City of Ukiah had a need to add transformer capacity to their electric system. This need resulted in the City choosing

to relocate their existing Gobbi Substation and add a third transformer to the substation. The Gobbi Substation was relocated to an adjacent site across the street and renamed Orchard Substation. The project involved the construction of a new 115 kV-12 kV distribution substation. The substation included three 20/26.6/33.3/37 MVA transformers, four 115 kV circuit breakers, 115 kV steel structures and bus work, and a prefabricated control building. The control building houses the 12 kV switchgear, protective relaying, communication equipment, and DC battery system. The substation includes an oil containment system for the oil-filled power transformers. Mr. Stevenson provided services including substation design, technical reviews of conceptual plans, equipment procurement, ductbank design, and permitting support. The project also included a single master station, a substation communication processor, and an Ethernet communication system for communications from the substation to the office and operation center.

Substation Automation Upgrades

Paducah Power System, Kentucky

Task Manager. Leidos Engineering is assisting Paducah Power System (PPS) in automating all 13-kV feeder management relays at all eight of its 13-kV distribution substations. The upgrades include replacing all 13-kV feeder relays with SEL-351S protection relays, removing the reclose and ground cutout switches, programming the SEL-351S push buttons to perform these functions, and installing an SEL-3351 system computing platform. Our firm is providing PPS with relay panel layout drawings, relay panel cutout details, bill of materials, communication diagrams, single-line diagrams, three-line diagrams, control schematics and wiring diagrams. Mr. Stevenson prepared the design and installation drawings for the substation automation equipment.

5th and High Substation

Bowling Green Municipal Utilities (BGMU), Kentucky

Project Manager. BGMU needed to add transformer capacity to its electric system and chose to relocate its existing 5th and High substation and add a larger transformer to the substation. This substation is being relocated to an adjacent site across the street. The project involved the construction of a new 69 kV-12.47 kV distribution substation. The substation includes one 37.5/50/62.5/70 MVA transformer, one 69 kV circuit breaker, 69 kV steel structures and bus work, and a prefabricated control building. The control building houses the 12.47 kV switchgear, protective relaying, communication equipment, and direct current (DC) battery system. The substation includes an oil containment system for the oil-filled power transformer. Mr. Stevenson is providing project cost estimates, project schedule, substation design, equipment procurement, ductbank design, and construction procurement and monitoring. When the substation is complete, he will witness and provide technical support for the testing and commissioning of the substation.

North Franklin Substation

Franklin Electric Plant Board (FEPB), Kentucky

Project Manager. FEPB needed to add transformer capacity to its electric system. This need resulted in FEPB choosing to build a new 161 kV-13 kV distribution substation. Initially, our firm assisted FEPB in choosing a building site by preparing preliminary substation equipment plans, site layout drawings, site requirements, and attending a meeting with Tennessee Valley Authority (TVA) to discuss the new delivery point. Once the site was determined, our firm began the design process. The North Franklin Substation includes two 161 kV circuit switchers, one 30/40/50/56 MVA power transformer with load tapchanger (LTC), six 13 kV distribution breakers, and one control building. The control building houses the protective relaying, communication equipment, and DC battery system. The substation includes

an oil containment system for the oil-filled power transformer. Mr. Stevenson is providing project cost estimates, project schedule, substation design, equipment procurement, and construction procurement and monitoring. When the substation is complete, Mr. Stevenson will witness and provide technical support for the testing and commissioning of the substation.

Primary Substation Relay Replacement

Bowling Green Municipal Utilities, Kentucky

Project Manager. While performing a Transmission System Protection Study, our company recommended the replacement of several relays at the Bowling Green Primary Substation. Each of the relays was located in asbestos panels and required special precautions. The new relay panel fronts were designed to fit the same location as the existing panels. For each of the relay replacements, we reviewed single-line, three-line, and schematics; relay panels; and associated switches for the substation. We also prepared control panel drawings, wiring diagrams, and technical specifications. Leidos Engineering assisted in soliciting and evaluating contractor bids for the control panels. Mr. Stevenson prepared design and installation drawings, and relay panel procurement contracts for the relay panel

Brainerd Substation

Brainerd Public Utilities (BPU), Minnesota

Project Manager. Leidos Engineering assisted BPU with providing an increased transformer capacity and voltage regulation and provided engineering services related to the design and procurement for the tasks and equipment. Mr. Stevenson helped coordinate negotiations between BPU and Minnesota Power for the purpose of purchasing substation facilities. BPU purchased (from Minnesota Power) three 37 MVA transformers without LTC; ten 34.5 kV circuit breakers; and the associated structures, bus, switches, and relaying. He led the replacement of three existing 30 MVA transformers without LTCs with three 47 MVA

transformers with LTCs; six 34.5 kV oil-circuit breakers with 34.5 kV vacuum-circuit breakers; and one transformer differential, bus differential, 34.5 kV feeder, and backup overcurrent relaying. Mr. Stevenson led the installation of one new 34.5 kV vacuum-circuit breaker, as well as the installation of the supervisory control and data acquisition (SCADA) equipment to interface with Minnesota Power's existing SCADA system.

Hartman Substation Upgrade, Phase II

Fort Pierce Utilities Authority (FPUA), Florida

Project Engineer. Leidos Engineering provided design engineering services for the upgrade to an existing substation comprised of a high-voltage yard, 138 kV ring bus; two transmission lines; and two 138 kV-69 kV, 30/40/50 MVA autotransformers. This substation serves as one of two primary points of service for the FPUA's electric system. The first phase of this project included a brief electric system study to define the constraints of the project and to assist the client in their negotiations for an amended interconnection agreement. The second project phase comprised the upgrade to the substation. In the first round of construction, the two 138 kV- 69 kV autotransformers were replaced with new 60/80/100 MVA autotransformers; new protection and control panels were installed; and select wiring and substation bus upgrades were made to prepare for the second part of the construction. During the second part of the construction, a third 138 kV transmission line and bay was added to the 138 kV ring bus, new line protection and control panels were installed, and the substation ring bus capacity was upgraded from 1,200 to 2,000 amps. Mr. Stevenson performed conceptual and final design to include relay and control panel system design, foundation design, conduit and cable design, shielding, structure and breaker procurement, and onsite assistance during construction.

Jack C. Wallace, P.E.

SUBSTATION SCADA

Jack Wallace is an electrical project engineer with Leidos Engineering. He has six years of experience with expertise in substation design up to 230 kV, supervisory control and data acquisition (SCADA) system implementation, substation automation, and coordination studies. He has assisted in the preparation of specifications for substation equipment and SCADA system procurement. His experience includes both the modification of existing substations for increased reliability and the design of new substations. He has prepared one-line diagrams, control schematics, and relay panel layouts and has developed equipment interconnection diagrams. In addition, he has assisted in the development of general arrangement plans, station grounding plans, and conduit plans.

Mr. Wallace's services also include transmission system modeling for protective device coordination, fault current calculations, and protective relay settings for coordination of the substation relays with transmission and distribution protection devices. He is also experienced with the implementation of SCADA into existing substations utilizing both electromechanical relays and digital intelligent electronic devices (IED) as well as incorporating SCADA into the design of new substations. He has also worked implementing SCADA for distribution automation using reclosers and distribution switches as well as substation automation utilizing communication protocols such as mirrored bits and IEC 61850.

EDUCATION

- › B.S. in Electrical Engineering, Minor in Mathematics, Jointly from Western Kentucky University and the University of Louisville

› U.S. Navy

- Data Link Computer System Maintenance Technician
- Electronics Technician Communication School
- Advanced Electronics Technical Core

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Engineer Electrical: TN

PROJECT EXPERIENCE

Sunset Substation

City of Banning, California

Project Engineer. The City of Banning expanded its electric system to improve service reliability to existing customers and to meet the increasing demand for electricity resulting from residential, commercial, and industrial expansion. Leidos was the owner's engineer for the project, responsible for the engineering, design, and construction management of the substation and its related transmission and distribution facilities. Mr. Wallace provided engineering and design support as well as design and implementation of the City's new SCADA system.

Toray Substation

Joe Wheeler Electric Membership Corporation, Alabama

Project Engineer. Toray Carbon Fibers of America requires a new substation to provide power for upcoming plant upgrades. The substation is a 161 kV-13.2 kV with transformers and a metal clad switchgear control building. Leidos is providing project management and engineering design services. Mr. Wallace has

developed labor and equipment procurement contracts, substation site plan, protective relay settings, protection and control (P&C) schematics, communication schematics, and equipment specification. He has also performed ground grid design, relay coordination study, and testing and commissioning of the substation, SCADA system, and the substation IEC 61850 automation scheme.

Grid Automation Project

Green Mountain Power (GMP), Vermont

Project Engineer. Mr. Wallace is providing engineering design services to GMP for their American Recovery and Reinvestment Act of 2009 (ARRA) Grid Automation project. Mr. Wallace has prepared substation modification engineering drawings and schematics, communication and SCADA system design and programming, substation P&C, transmission and distribution automation, and equipment recommendation and specification as well as equipment interoperability testing and verification. The project will connect 55 substations via a fiber network, currently being installed by GMP's transmission provider, to provide advanced engineering access to substation and distribution IEDs and provide substation telemetry data to allow for transmission and distribution automation. Mr. Wallace's designs will replace almost all of GMP's substation electromechanical relays with microprocessor-based relays and IEDs with integrated Ethernet communication allowing for advanced protection and functionality.

Princeton SCADA System

Princeton Electric Plant Board (PEPB), Kentucky

Project Engineer. Mr. Wallace and the project team assisted the PEPB in the evaluation of the configuration of a SCADA system for the utility's use. The system was designed to accommodate key distribution tie switches for the automation schemes. The implementation phase included the modification of the substation relaying with microprocessor relays

where practical. The services included the development of SCADA and radio performance-based specifications. Leidos also provided relay settings, communications startup assistance, master station configuration, SCADA database preparation, SCADA system testing, and relay testing.

ADDITIONAL EXPERIENCE

- › LaFollette Primary Substation Modifications: LaFollette Utilities Board, Tennessee
- › Doak's Creek Substation: LaFollette Utilities Board, Tennessee
- › Red Hill Substation: LaFollette Utilities Board, Tennessee
- › Princeton SCADA System: Princeton Electric Plant Board, Kentucky
- › Primary Substation Modifications: Paducah, Kentucky
- › East Substation Modifications: Princeton Electric Plant Board, Kentucky
- › North Substation: Princeton Electric Plant Board, Kentucky
- › Acceptance Test Plan Development: Sacramento Municipality District
- › Central Vermont Public Service: Telecom Strategy Study
- › Electric Power Research Institute: Advanced Sensor Project
- › Kodiak Electric Association: SCADA System Replacement
- › NRECA/CRN: SCADA and Distribution Sensor Study

SECTION 4

Project Design Methodology

Project Approach

Leidos Engineering offers the City of Banning the ability and capacity to staff and execute an electric power infrastructure project within the unique circumstances found at each location or utility. In any operating environment, we approach each project with the same commitment to meeting our clients' needs, completing the project on time, meeting the project budget, and delivering a quality work product that meets the project's objectives. Regardless of the project's size and complexity, Leidos Engineering applies a consistent, sound process of project planning and management, pragmatic engineering and design practices, technical quality assurance, and reviews confirming that the project effectively meets the client's.

We believe that each project, irrespective of size or complexity, centers around four functional areas:

- › Hands-on management of the work effort
- › Demonstrated engineering expertise
- › Strong client relations and communication
- › Sound financial and business principles managed with ethical conduct

The above are driven and guided by our experienced senior project managers who have put these functions into practice on multiple projects, such as our proposed Project Manager, Anthony Hanson, P.E.

As part of the project scope development, Leidos Engineering collaborates with our clients to develop a clear understanding of each project's objectives and deliverables. To accomplish this task, detailed project management planning is required. The initial project management plan lays the groundwork for a successful project outcome and includes creating and verifying the processes to be used, and ensuring that scope, schedule, and budgets are thoroughly defined and are understood by all stakeholders. Leidos Engineering's project manager will develop a project risk assessment strategy as part of the project management plan, and will work side by side with the City of Banning team to assess, manage, and mitigate any risks. Leidos Engineering strives to develop solutions to mitigate risks in a proactive manner.

Below is a brief overview of our project management planning approach.

- › **Identify project stakeholders.** Leidos will work with the City of Banning to create a list of project stakeholders.
- › **Scope.** Leidos will work with the City to clearly define the scope of work.
- › **Schedule.** Leidos will work with the City of Banning to identify key milestones and associated Leidos deliverables.

- › **Budget.** Leidos will prepare and submit for the City's approval a project budget to achieve the defined scope and schedule for the project.
- › **Communication.** Leidos will prepare a communication plan that clearly defines points of contact between the City of Banning and Leidos Engineering for each project. This communication plan will also address the frequency and method of scheduled communications, file transfers, and budget updates.
- › **Human Resources.** Leidos will build project teams with the objective of "the right people doing the right work at the right time." In the proposal phase of a project, resource teams are evaluated and assigned to the project based on capabilities, location, and availability. We take a serious look at not only being able to execute the project, but also partnering the project with personalities that would fit well with the City's staff. Because we take professional relationships into consideration, we make an extensive effort to maintain the same project team throughout the duration of the project.
- › **Risk.** Risk identification and mitigation is a critical aspect of the project planning process and a major contributor to the successful execution of the project as defined by the projects stakeholders. Leidos' project manager will work with the City of Banning and stakeholders to assess, manage, and proactively mitigate project risks. The project's success, and ultimately the success of both Leidos and the City of Banning will hinge on this effort.
- › **Operations and Safety.** Leidos will work with the City of Banning to identify and incorporate the City's operating and maintenance requirements and identify, address and communicate any safety concerns, issues, practices or limitations.
- › **Quality.** Leidos will establish the project quality management plan and the associated procedures to deliver a quality project to the City of Banning.

While Leidos project teams use the project plans as the map for project implementation, we rely on well-defined quality assurance/quality control (QA/QC) procedures for project success. As such, each project will include a Project Quality Management Plan, scaled to project size and complexity, which is outlined below. We have identified Ken Aldridge, P.E. as the QA/QC advisor for this assignment. His role as the QA/QC advisor is to review the quality management plan for each project, and work with the project team to implement the appropriate level of quality management for each project under this assignment.

The **Project Quality Management Plan (PQMP)** is a product of the project plan and provides the framework for how the project will be delivered. The PQMP is prepared with the specific requirements for each project phase and customized for each task and the client's specific requirements. The PQMP includes a checklist of scheduled quality control milestones including review meetings, engineering calculation checks, senior specialist review of conceptual and detailed design documents, project implementation strategies, permitting strategies, and other project deliverables. The PQMP process, combined with a thorough design process, will yield a successful project and minimal change orders. A PQMP budget is established on each project, by Leidos' policy, for exclusive use for project quality management activities. Completion of quality checking milestones are certified by the project manager and made a matter of record in the project file.

A **peer review team (PRT)** is established for the project and consists of independent technical and product delivery experts that will perform formal reviews of deliverables and provide advice on project challenges. The PRT members are selected from the most experienced senior specialists and are

available to the project manager at any time. They are typically not engaged in the day-to-day project work for the project they are reviewing. PRT reviews are expected to incorporate value engineering into the project.

Project Specifics - Substation Design

Once selected, our approach to the design will utilize the above techniques for the project framework. The specifics of the design process will be outlined and scoped to meet the City of Banning's needs and meet the desired schedule. Our experience with the City of Banning's system and personnel will provide a consistency to the designs and enables us to provide an efficient startup and design process. We understand the limited staff available for managing capital projects and will strive to serve as a staff extension while performing the designs utilizing input from the City staff. Leidos will also work with the City staff to develop designs for the substations, to utilize the existing sites, and to minimize the permitting process as well a design and construction sequence to minimize outages. Below is our typical design process for successful substation and distribution project delivery.

Preliminary Design

The initial task of the project will be a kickoff meeting. The kickoff meeting will establish the communication lines and processes for submittals and introduce the Leidos project team and establish an integrated team with the City to execute the project. The initial technical task will be to develop the "Basis of Design Document." This document will outline the technical requirements of the project. This will be a living document that will be updated during the design process to quantify the specifics of the project. A portion of this document will be dedicated to the relaying philosophy of the upgrades. The philosophies will be developed utilizing the project teams' expertise and the City's expectations. The experience of the project team will be utilized to ensure a comprehensive guideline for the design process. Other tasks completed during the preliminary design process could include the following:

- › Fault current calculations
- › Site topographical surveys
- › Site geotechnical investigations
- › Develop preliminary general arrangements
- › Develop preliminary relaying one lines
- › Develop project detailed schedules
- › Develop outage requirements

Final Design

During the final design process, the design will be completed, checked, and submitted for bid process. Tasks included in the final design process could include developing the following:

- › Final relaying one-line
- › Final control schematics
- › Final three lines
- › Site plans and details
- › General arrangements
- › Equipment plans and sections
- › Conduit plan and circuit list
- › Grounding calculations, grounding plan and details
- › Foundation plan and details
- › Structural steel plan and details
- › Control building plan and details
- › Relay panel front views and bill of material

- › SCADA and communications plan and details
- › Equipment specifications for all equipment

Procurement Phase

Concurrent with the Final Design Phase, procurement activities could be underway to successfully meet the project schedule. These activities will augment the City's standard documents where they exist and developed where needed. The activities could include developing the specifications assisting in the procurement process, attendance at pre-bid meetings, evaluating the proposals, and reviewing equipment shop drawings. Typical packages could include the following:

- › Transformers
- › Power circuit breakers
- › Steel structures and electrical equipment
- › Control building /relay panels
- › Site work
- › Construction contract

Construction Engineering Phase

After the award of the equipment and procurement processes and construction begins, several tasks will be completed due to the shop drawing process. The activities could include the following:

- › Issue "For Construction Drawings"
- › Connection diagrams
- › Final foundation designs
- › Relay settings

Additional Administrative functions such as payment reviews, responses to RFIs, and periodic site inspections could be provided during this phase. The inspection process could include the periodic visits or full-time construction management for the duration of the project. Additional activities may be performed such as performance or supervision of the commissioning and startup of each of the substations, including relaying testing and functional testing of the control schemes. If required, services such as full-time, on-site construction management could be provided to monitor the construction activities and adherence to the specifications. Other activities such as development of cutover sequences and switching procedures could be provided during the project.

Project Specifics - Distribution Design

Although details of the specific projects are still being developed,. Leidos will work with the City to develop detailed construction drawings and contracts for either Banning implementation or its contract crews. The design will address minimizing outages and developing conversion sequences for the voltage conversions. Following are key tasks associated with a typical distribution project. The actual tasks associated with the projects assigned under this agreement will be developed during the initial phase of the projects.

Initial Stakeholders Meeting

- › Exchange contacts and understand disciplines of utility team and design team
- › Obtain utility standards
- › Obtain utility maps (hard copy and file format preferred, as available)
- › Discuss photo background imagery
- › Obtain an understanding of utility construction preferences

- › Obtain an understanding of utility preferences concerning joint use trenches for underground sections
- › Obtain an understanding of design constraints (construction and political)
- › Obtain an understanding of project priorities and schedule

Initial Field Investigation (for each project)

- › Review project with utility staff
- › Obtain multiple photographs of each pole
- › Perform a windshield survey of project with Utility representative in field
- › Obtain 'other' utilities' facility maps (i.e., overhead and underground)
- › Obtain field measurements
- › Meet with other utilities if joint use

Preliminary Project Layout

- › Overlay existing facilities on photo background imagery
- › Provide layout to other utilities if joint use
- › Layout preliminary design
- › Provide to utility staff for comments

Final Design Layout

- › Evaluate comments and incorporate into design
- › Prepare unit quantities
- › Finalize layout
- › Perform final QC review
- › Seal drawings

Prepare Bid Package

- › Prepare specifications
- › Evaluate bids and provide recommendation of award
- › Solicit bids
- › Prepare Notice of Award
- › Attend pre-bid
- › Prepare conformed contracts for signatures
- › Receive bids
- › Provide construction drawing

Project Coordination

During the scoping process for each project, we will determine the number and frequency of progress meetings. The number and complexity of the active projects will influence the number meetings. The initial concepts will include the following meetings.

Bi-Weekly Progress Meetings – The bi-weekly progress meetings will be utilized to provide updates on the design progress and to discuss solutions to questions that arise during the design phase. All Leidos lead engineers will be involved in these calls along with the project manager and deputy project manager. These meetings would be executed via teleconference with a Web conferencing tool such as WebEx to minimize cost.

Monthly Design Meetings - If necessary, monthly design meetings can be conducted with the project manager, deputy project manager, and/or key lead engineers for coordination and communications.

Preliminary and Final Design Meetings - At the conclusion of the 35% and 90% design efforts, a meeting could be scheduled to review the designs in detail. This meeting would be attended by the project manager with key team members available by teleconference.

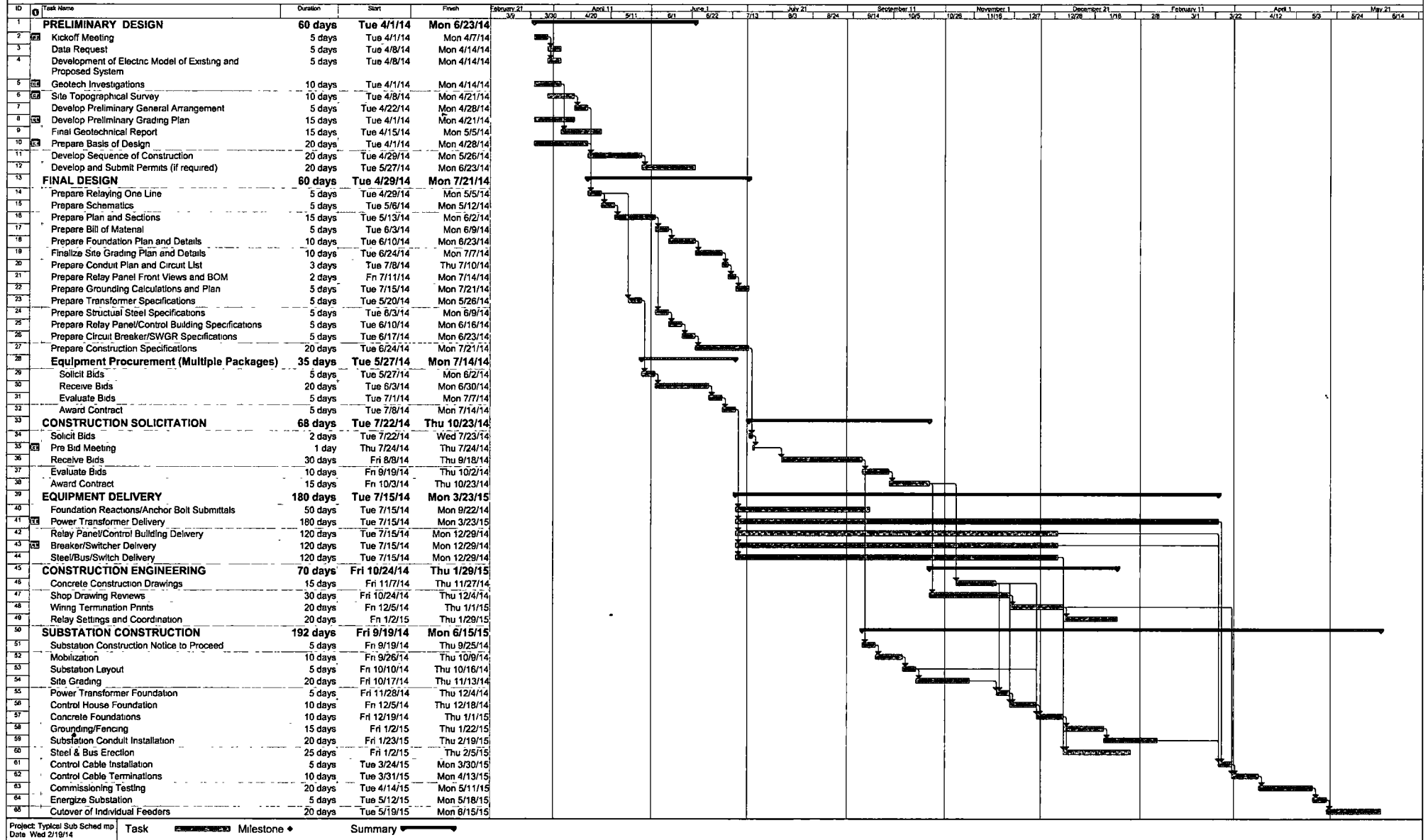
Construction Meetings - As necessary, construction observation meetings will be held on a routine basis. The team members involved would be determined by the construction activities. Other construction meetings could include attendance at pre-bid and pre-construction meetings. Attendees of these meetings would utilize our local staff where possible.

In summary, our project coordination effort will align with the needs of the City of Banning and the complexity of the project. Where possible, we will utilize technologies and processes that minimize project costs.

Project Timeline

While it is premature to specify an explicit schedule associated with this project without defining the project scope in greater detail, Leidos Engineering has found that similar substation design projects generally require between four to six months from kick-off to completion of design. The construction period would be estimated at six to twelve months, depending on the amount of construction, equipment deliveries, procurement processes, and the impact of outages at brownfield sites. During the scoping process and preliminary design phase, a detailed schedule will be developed to meet the timing requirements or other types of schedule constraints related to this project. A typical task-level schedule for a substation design assignment is presented on the following page. When the full details of the individual project are outlined and finalized, an integrated program schedule will be developed.

City of Banning Typical Substation Schedule



Project: Typical Sub Sched.msp
Date: Wed 2/19/14

107

SECTION 5

Design Software

Leidos uses an extensive set of software applications to support designs specific to the electrical utility industry. Leidos maintains network licenses for AutoCAD and maintains a subscription from Autodesk for updates to AutoCAD, including AutoCAD 2014. Figure 5-1 lists the design software we typically use for transmission, distribution, and substation design and related work.

Figure 5-1. Leidos' Design Services and Associated Software

Type of Service	Software Program(s) Used
Transmission Line Design	PLS-CADD, SAG10
Transmission Line Structure Design	PLS-Pole, PLS-Tower
Electrical Systems Engineering	CDEGS, WinIGS, EzEMF, Aspen OneLiner, PTI PSS/E Load Flow, GE PLSJ Power Flow, CYMe, ETAP, BPA Corona II, TLW, ATP
Drafting and Design	AutoCAD*, AutoCAD Civil 3D
Civil Design	AutoCAD Civil 3D, Civil Design (Bonadiman)**, HEC-RAS
Structure Design	RISA 3D, RISA Plate
Foundation Design	SHAFT, MFAD, LPILE, RISA Foundation, PLS Caisson
Scheduling	Primavera, Microsoft Project
General Engineering	Microsoft Excel, PTC Mathcad
Electrical Substation Engineering	SES AutoGrid, Pull Planner, ETAP, CAS, Enviro
Environmental	ArcGIS 10.x, Model Builder, Spatial Analyst, and 3D Analyst extensions

SECTION 6

Drawing Examples

We are committed to providing high-quality work products to the City of Banning and will work towards developing templates and standards to execute the project. In addition to the work products we previously delivered as part of the Sunset Substation work executed by Leidos Engineering (formerly as R. W. Beck) for the City of Banning in 2008, examples of our substation and distribution conversion work are presented in following pages.

SECTION 7

Subconsultants

In addition to Leidos personnel, we propose to use two subconsultants, as needed, in the performance of the proposed work. Geocon provides soil resistivity and geotechnical services; RBF provides land surveying, light detection and ranging (LiDAR), and landscape architecture services.

Geocon

Company Overview

Geocon brings more than 40 years of experience providing geotechnical services for numerous energy projects including transmission lines and facilities, power generation plants, cogeneration plants, substations and solar panel farms. The company's key personnel are highly experienced providing geotechnical engineering and geologic services for these types of projects. Mr. Joseph Vettel will be the Principal Engineer responsible for the delivery of geotechnical services. He has over 23 years of experience managing large and complex energy projects. Services will be primarily provided by our Murrieta staff and laboratory.

Geocon is a California corporation established in 1971 as a professional engineering consulting firm providing comprehensive geotechnical, geologic, and environmental consulting services, as well as geotechnical and special inspection and testing services during construction. Geocon will perform the geotechnical investigation and prepare the geotechnical design report for the project and the Phase I environmental assessment. Geocon is recognized as an ENR Top 500 U.S. Design Firm and employs approximately 170 professionals at 10 offices throughout California. Geocon's energy experience in California includes geotechnical investigations, geologic evaluations, environmental assessments, remediation design and oversight, and construction support services including testing in their in-house laboratories. They have been involved in numerous energy projects including substations, transmission lines, transmission towers, power plants, and peaker plants.

Experience

Suncrest Substation – San Diego, California

The 1.9-billion-dollar Sunrise Powerlink project supplies 1,000 megawatts of power (enough for 650,000 homes) over a 117-mile 230/500Kv high power transmission line bringing much needed renewable energy to the San Diego region and beyond. Construction of the transmission line reached a significant milestone on April 17, 2012, when crews officially completed the new Suncrest Substation which is a

GEOCON

Services: Geotechnical engineering; environmental site assessment

Year Founded: 1971

Form of Organization: Corporation

Point of Contact:

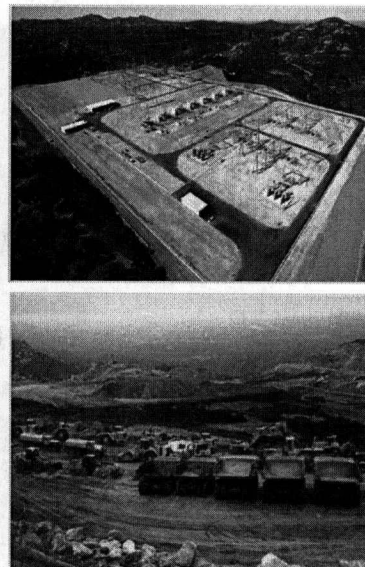
Joseph Vettel, GE – Principal Engineer
41571 Corning Place,
Suite 101
Murrieta, CA 92562
Phone: 951.304.2300
Fax: 951.304.2642

critical facility for the Powerlink. This facility, located 8 miles east of Alpine, is the third 500,000-volt substation in San Diego Gas & Electric's (SDG&E) system.

With one of the most aggressive work schedules in local history, the project worked six 11-hour-days per week with the grading contractor moving over a million cubic yards of rock in 12 months creating a 40-acre substation pad to support the most important component of the Sunrise Powerlink. The rectangular-shaped site is located in rugged mountainous terrain which required significant excavations and rock embankments to create the relatively level pad and storm water control facilities. A 2-mile-long access road was also graded as part of the project.

Geocon provided geotechnical engineering services on the project including development of the rock embankment grading specifications, field testing and observations services, and geologic/engineering analysis of steep rock cut slopes in excess of 150 feet high. Geocon also provided quality control laboratory testing during the production of crushed aggregate base which caps the upper 12 inches of the 40-acre pad. Geocon's efforts to provide the highest quality service earned praise from SDG&E and the project contractor Beta Engineering from Pineville, Louisiana.

Reference: Brian Donald, Beta Engineering, 858.750.2370



Olivenhain Dam Transmission Line**San Diego County, California**

To provide electricity to the huge pumps at the North America's tallest roller compacted concrete dam, a transmission line was planned from Del Dios Highway to the Olivenhain Dam over extremely rugged terrain. SDG&E turned to Geocon to provide transmission line design parameters. Because granitic rock was exposed at the ground surface along most of the alignment, an evaluation of excavability was also important to contractors. The Client needed design parameters and an evaluation of rock excavability in highly inaccessible areas. Geocon performed a combination of rock coring in easily accessible areas, air track percussion drilling using track mounted equipment in moderately accessible areas, and seismic refraction surveys carried over mountainous terrain to nearly inaccessible poles. All three methods were used at several locations to provide good correlations between exploration methods.



Reference: Timothy Moore, SDG&E, 619.654.1656

KSWB Tower**San Diego, California**

KSWB-TV proposed to install a new 60-foot-high television transmission tower adjacent to their facilities in San Diego. Geocon was retained to perform an investigation and provide observation of the foundation system. Geocon, having previously investigated an adjacent electrical substation site, was able to provide preliminary geotechnical design parameters that were confirmed following an exploratory boring and laboratory testing.



Reference: KSWB TV, 858.492.9269

RBF Consulting

RBF Consulting, a Company of Michael Baker International (RBF), is an engineering, design and construction management firm with more than 7,000 professionals nationwide. RBF will provide the site and line surveys and the topographic survey for this project. The firm's combined resources serve local, national and international markets, with the capability to provide a comprehensive range of services for all sizes and categories of projects. Expertise includes surveying and mapping; transportation and traffic engineering; water and wastewater engineering; civil, structural, mechanical, and electrical engineering; architecture, landscape architecture; environmental; aerial LiDAR, mobile LiDAR and static LiDAR; photogrammetry; geographic information systems; and construction management.

RBF CONSULTING

Services: Land survey

Year Founded: 1944

Form of Organization: Corporation

Contact:

Larry Truman

3300 East Guasti Road, Suite 100

Ontario, Canada 91761

909-974-4900

Company Overview

RBF Consulting, established in 1944, is a widely recognized leader in innovative thinking, planning and designing. With the merger into the Michael Baker International in 2011, RBF/Baker has expanded both its capacity and its capabilities – spanning the nation with offices and professionals that meet technological, growth, and revitalization needs of both public and private clients. Now over 7,000 professionals strong, the RBF/Baker team provides everything from planning and environmental, through design, survey, and construction management for a wide variety of fields. These fields include water/wastewater, surface water, public works, transportation, and land development. With 13 offices in California, RBF/Baker can provide any project with easily accessible professional support.

Land Surveying: RBF survey personnel have performed complete project services, from initial design topography through final monumentation and construction staking, on many varied public and private developments throughout the western United States. All survey crews work under the direct supervision of a Licensed Land Surveyor registered in the State of practice. Each survey crew is equipped with the latest survey equipment state of the art instruments, GPS receivers and notebook computers. Field data collectors are interfaced with our office wide area network computer system and Internet uplink to insure accurate and timely information transfers. This means fast turnarounds for tightly scheduled projects. All survey vehicles are equipped with radios and cellular phones for efficient and effective response time. All field personnel have been trained in safety, cost and budget controls.

Light Detection and Ranging (LiDAR), Mobile and Aerial: RBF/Baker's aerial light detection and ranging (LiDAR) service provides an efficient and cost-effective high-definition solution for the creation of digital terrain model surfaces and topographic feature data. RBF/Baker's LiDAR capabilities include aerial and mobile systems.

Aerial LiDAR data collection provides highly accurate surveys and maps with faster turnaround times from data acquisition to finished products, when compared to traditional topographic or photogrammetric surveying of large areas. Aerial LiDAR achieves a desired maximum point density while flying at appropriate altitudes, reducing flying costs. The various parameters, such as pulse rate, swath width, and scan rates, can be adjusted to cost-effectively meet mapping specifications and project requirements.

RBF/Baker's mobile LiDAR system provides a more efficient survey solution over traditional methods for cataloging information on our nation's critical utilities infrastructure to resolutions and detail unachievable by aerial LiDAR or photogrammetry. From a single survey session, the mobile LiDAR system facilitates rapid and accurate collection of digital data for easy identification of natural and as -built features. Mobile LiDAR is useful for a variety of utility design and planning that meets your needs for precision and completeness. Mobile LiDAR is useful for a variety of utility applications, including asset inventory, vegetation encroachment, corridor mapping/utility design, and construction management/monitoring.

Landscape Architecture: RBF landscape architects encompass a full complement of creative, practical and technical talent to service both private and public sector clients alike in their landscape architectural needs. RBF provides a full range of services including land planning, site planning, conceptual and schematic design, final construction plans and specifications, cost estimating and construction observation and management. The expertise that RBF's landscape architects bring to a project is utilized to create appropriate, yet innovative, environmentally sensitive and highly individualized solutions.

The effective use of state of the art computer aided design tools and the most current scientific research enables RBF's landscape architects to present the most cost-effective designs to meet client needs. Design services include landscape master plans, conceptual park plans, parks/trails master plans, irrigation plans, fire management and fuel modification programs, signage and monumentation programs, viewshed protection programs, tree surveys, construction documents, landscape mitigation/habitat restoration plans, as well as design of pedestrian, bicycle, and equestrian trails and golf cart paths.

Surveying, Mapping, and GIS Services:

- › Photogrammetry
- › Light Detection and Ranging (LiDAR)
- › ALTA/ACSM Surveys
- › Boundary Surveying
- › Cadastral Surveying
- › Construction Surveying
- › Geographic Information Systems (GIS)
- › Global Positioning System (GPS)
- › Legal Descriptions
- › Monitoring Surveys
- › Right of Way Engineering
- › Topographic Mapping
- › Final Plat Preparation

Landscape Architecture Services:

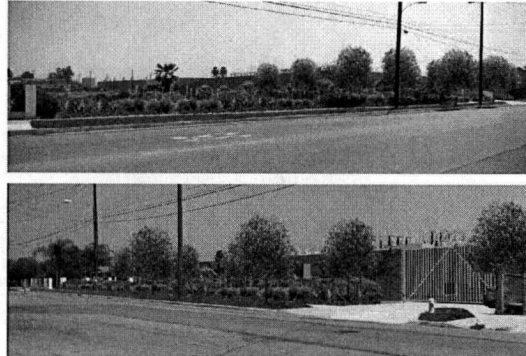
- › Parks, Trails and Open Space
- › Restoration / Revegetation / Mitigation
- › Transportation Facilities
- › Planned Communities
- › Land Use / Site Planning
- › Commercial / Office / Industrial
- › Streetscapes and Downtown Revitalization

Project Experience

North Substation, Colton, CA

RBF was enlisted by the prime consultant, Leidos Engineering (formerly R. W. Beck), to prepare base mapping for the Overhead and Underground 69-kV and 69-kV/12-kV North Substation Design Plans. The substation was a priority in the City's Ten-Year Plan. The facility will allow the utility to balance load; improve power quality, reliability and efficiency; and to provide capacity to meet the City's future power needs.

RBF's survey and mapping units established horizontal and vertical control for the project, and provided full aerial topographic mapping of the 1.95-acre substation site and two blocks in each direction, including as-built utility data, right-of-way, and approximately 8000 feet of transmission line.

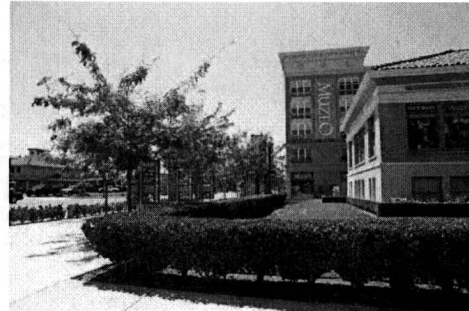


RBF's landscape architects developed a preliminary conceptual landscape plan, and prepared photorealistic renderings of the proposed substation and landscape from several locations on Pennsylvania Avenue. The City had expressed its interest to carefully integrate the substation into the context of the surrounding community and asked that the landscape be attractive, drought-tolerant and easy to maintain. Once the City was satisfied, RBF prepared the final design and plans, specifications and estimates for incorporation into the contract document package, and provided services during the project's construction to ensure a quality outcome.

Carnegie Library Streetscape Improvements, Anaheim, CA

RBF prepared design documents for the widening of existing sidewalk and the addition of historical banners in front of the newly refurbished Carnegie Museum. The Anaheim Redevelopment Agency requested that the corner of Anaheim Boulevard and Broadway be widened to accommodate added pedestrian traffic anticipated for the new Anaheim Muzeo and the transformed Carnegie library. The construction schedule was critical due to the opening of the Rome exhibit in the Muzeo. The sidewalk included features such as up-lighting for the banners, street trees, and landscaping. Much attention was given to the disposition of existing site features such as a historical time capsule, storm drains, and extensive utility appurtenances.

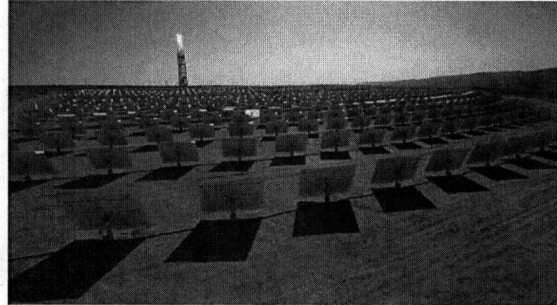
RBF attended concept meetings during the site planning and provided input regarding the implementation of ideas. Utility coordination was led by RBF to identify facilities affected and to work with the various utility owners. RBF worked with museum staff, historic site staff, and the city planners to gain consensus on the project. Our traffic engineers assisted with the signal modification and parking improvements and identified impacts to the street traffic due to the widened sidewalk. Traffic control plans were developed



to minimize the inconvenience to traffic during construction. RBF assisted with construction support to assure that the theme of the site was obtained and that construction could progress quickly. Our landscape, electrical engineering, and civil engineering staff coordinated to prepare the technical specifications and cost estimates needed for a complete construction package. Ongoing work in Anaheim contributed to the successful coordination with the Agency and Public Works to secure the necessary permits and to meet City standards.

Ivanpah Solar Electric Generating Plant, Ivanpah, CA

RBF provided boundary, construction equipment control, project control, and construction lay out surveys for the 3,500-acre Brightsource Energy project. The 3,500-acre site will produce 370 MW nominal (392 MW gross) of clean renewable energy. This project will provide power under a 1,300 MW contract for Southern California Edison and a 1,300 MW contract with Pacific Gas and Electric Company. The 370 MW Ivanpah Solar Power Complex is being built in three phases:



two 110 MW facilities and one 220 MW facility. The first phase (110 MW) began construction in mid-2010. The second phase will begin construction roughly six months after the start of the first phase. A 100 MW solar thermal plant utilizes approximately 50,000 heliostats.

SECTION 8

Rates

The rates listed below will be in effect through April 1, 2015. Payment to the Leidos for services performed under this agreement shall be on the basis of the following hourly labor rates:

2014 Hourly Labor Rates for Leidos Personnel

Role	Staff Name	Hourly Labor Rate (\$)
Senior Project Manager	Anthony Hanson	192
Deputy Project Manager	Jon Olenski	173
Quality Assurance/Quality Control	Ken Aldridge	192
Substation Lead Electrical Engineer	Blake Dicus	125
Substation Electrical Engineer	Adam Fox	88
Substation Lead Electrical Engineer	Adam Stevenson	125
Substation Electrical Designer	Edward Durham	92
Senior Substation Relay & Controls Engineer	Robert Jenkins	175
Substation Relay & Controls / SCADA Engineer	Jack Wallace	115
Senior Civil Engineer	Richard Lippold	172
Senior Civil Engineer	Matthew Bell	172
Civil Engineer	Garrett Moak	130
Civil Engineer	Justin Solitro	94
Senior Distribution Engineer	Paul Dorvel	175
Senior Distribution Engineer	Larry McCullum	175
Senior Distribution Designer	Larry Hendershot	143
Senior Distribution Engineer	Steve Baumgart	175
Distribution Designer	Chris Collier	91
SCADA Engineer	Jason Evans	88
Environmental/CEQA Lead	Andrew Nelson	177
Environmental/CEQA Support	Jessica Degner	103
Environmental/CEQA Support	Lauren Brown	103
Project Assistant	Valerie Crawford	69
Administrative Assistant	Dana Hight	60

Rates will be increased 3% for 2015 and 2016 services.

Expenses

Item	Cost
Printing and Reproduction	Copies: Internal – No Charge, External – at Cost Plots: Internal – No Charge, External – at Cost
Supplies and Small Tools	Copy Center Supplies: Internal – No Charge, External – at Cost
U.S. Mail	No charge
Communications	Cell Phone Rental: No Charge
Equipment Rent	Field Equipment: Internal – No Charge, External – at Cost

Out-of-Pocket Expenses

Item	Cost
Purchased Software	Required for project: At cost
Technical & Stenographic Services	At cost
Communications	long distance telephone: No charge Conference Calls: No charge
Air Travel	At cost plus travel agency fee
Meals	Federal per diem per IRS Publication 1542
Hotels	At cost
Surface Travel	Mileage at IRS mileage rate for privately owned vehicles; currently reimbursed at \$.56 per mile At cost: Car rental, taxi, parking, gas, tolls, ferries, etc.
Dues, Licenses and Fees	At cost
Supplies and Small Tools	At cost
Maps	At cost
Books and Publications	At cost
Printing and Reproduction	At cost for outside services (includes film and film processing)
Delivery and Shipping	At cost
Software/Hardware	At cost

Subconsultants

Item	Cost
Consultants	Billed at actual cost, plus 10%

Typical Travel Expenses

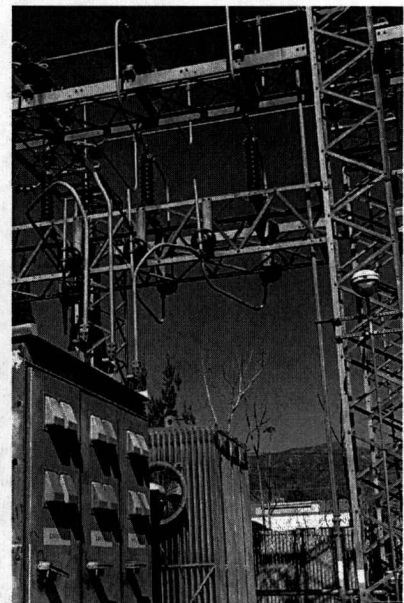
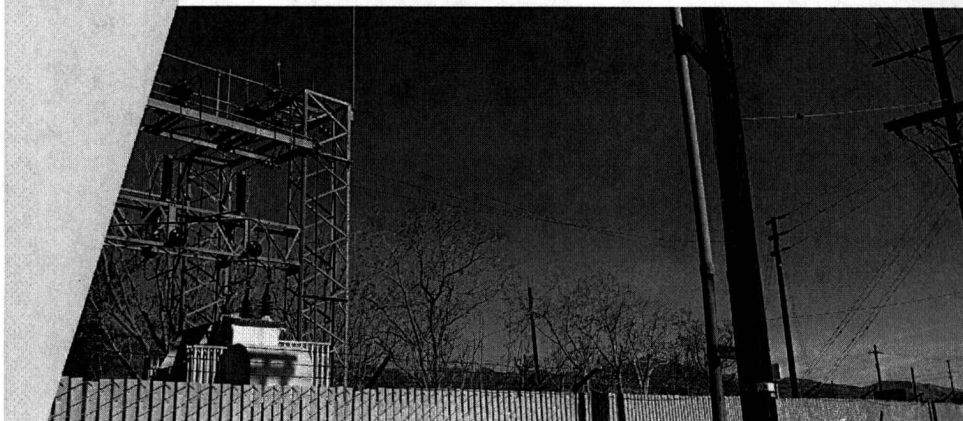
Item	Cost
Seattle, WA – Ontario, CA	Billed at actual cost – Typical airfare round-trip: \$450
Nashville, TN – Ontario, CA	Billed at actual cost – Typical airfare round-trip: \$600
Sacramento, CA – Ontario, CA	Billed at actual cost – Typical airfare round-trip: \$450

Response to RFP for Engineering
Services for Substation 12kV Conversion

February 26, 2014

City of Banning – Electric Utility Department

CONCEPTION TO COMPLETION—
POWER Engineers is ready to work hard for your success.



CONTACT:

Dev D. Birla, P.E./ PMP
Senior Project Manager, Power Delivery
714.507.2732
dev.birla@powereng.com

A proposal from:



440

CONTENTS

We have organized our proposal in accordance with the RFP instructions for ease of navigation and as a demonstration of our responsiveness to the city's requirements.

A. COVER LETTER

B. ADMINISTRATIVE/TECHNICAL SECTION

1. Company Information

Information Requested in the RFP

- a. Name of Firm,*
- b. Location of Principal Offices*
- c. Local Address of Engineers Managing City Projects*

Additional Information

POWER at a Glance

Company Highlights

Service Offerings for the City of Banning

2. Company Experience

- a. Previous relevant designs within the last five years*
- b. References for three clients within the last five years*
- c. Additional experience requirements*

3. Project Team

- a. Organization Chart*
- b. Resumes*

4. Project Design Methodology

5. Computer Use in Design

6. Typical Drawing Examples

7. Proposed Sub-consultants

C. FEE PROPOSAL SECTION

- 1. Hourly Professional Services Billing Rates
- 2. Typical Travel and Related Expense Charges
- 3. AutoCAD System and Personal Computer Billing Rates
- 4. Reprographic Billing Rates
- 5. Separately Billed Charges

D. CLARIFICATIONS TO CONTRACT AGREEMENT



POWER ENGINEERS, INC.

731 EAST BALL ROAD
SUITE 100
ANAHEIM, CA 92805 USA

PHONE 714-507-2700
FAX 714-507-2799

February 26, 2014

ENERGY

FACILITIES

COMMUNICATIONS

ENVIRONMENTAL

Fred Mason
City of Banning
Electric Utility Department
99 E. Ramsey Street
P.O. Box 998
Banning, CA 92220-0998

Subject: RFP for Engineering Services for Substation 12kV Conversion

Dear Mr. Mason:

POWER Engineers is pleased to submit this proposal in response to the City of Banning RFP for Engineering Services for Substation 12kV Conversion. As a full-service engineering and environmental firm with decades of experience in transmission and distribution engineering, POWER has the experience, expertise, local presence and one-stop-shop needed to successfully execute the projects on time and on budget. We are proposing on all areas of your solicitation.

By engaging POWER as your engineering consultant we wish to emphasize the following benefits the City of Banning will receive:

- **Local experience and familiarity.** We have been instrumental in numerous critical projects for other regional utilities and municipalities such as the cities of Burbank, Riverside and Vernon. We have a strong understanding of local concerns and issues and the right background to work effectively with your staff to accomplish your project goals.
- **Local presence for rapid response to the city.** Our Anaheim and San Diego offices are located near the City of Banning. Our staff can be readily available for site visits and review meetings as well as for impromptu meetings at the city's offices or at the project site.
- **Timely delivery.** We have a track record of delivering what we promise, when we promise it. Keeping projects on schedule minimizes the opportunity for cost overruns and helps municipalities maintain control over project budgets.
- **Relevant project manager experience.** Before joining POWER as a senior project manager, I led projects covering all aspects of power delivery at local municipal utility Burbank Water and Power (BWP). I started my career in distribution design and initiated BWP's 12 kV conversions in 1985, continuing through 2011. I managed design and construction of six substations since 2000, upgraded dozens of 69 kV transmission and 34.5 kV sub-transmission lines and converted approximately 140 MW of load from 4 kV to 12 kV. I was a key contributor to the improvement of reliability of power at BWP and will give you the assurance of a proven project methodology and a uniquely valuable perspective to deploy the right resources to get the job done at the lowest cost and on schedule.

City of Banning
February 26, 2014
Page 2

I will serve as the main project manager for all projects released under this contract and your main point of contact throughout the three-year service agreement. Directly supporting me will be an assigned discipline lead depending upon the type of service provided. Please do not hesitate to contact me at the phone number or email address listed below.

Note: POWER has identified exceptions to the City of Banning's proposed Contract Terms. We have summarized the changes we would like to suggest in section *D. Clarifications to Contract Agreement*.

We are excited at the prospect of developing a good working relationship with the City of Banning, and you can be certain that we will take a proactive interest in your success. Our desire is to build a long-term partnership with the City of Banning based on trust, quality, and mutual success.

Thank you for considering POWER Engineers in your search for an engineering and services provider.

Sincerely,

Dev D. Birla P.E.

Dev D. Birla, P.E./PMP
Senior Project Manager
Power Delivery
714.507.2732
dev.birla@powereng.com

c: MPD files

B. ADMINISTRATIVE/TECHNICAL SECTION

444

B.1 COMPANY INFORMATION

IN THIS SECTION

- > Information Requested in the RFP
 - a. Name of Firm
 - b. Location of Principal Offices
 - c. Local Address of Engineers Managing City Projects
- > Additional Information
 - o POWER at a Glance
 - o Company Highlights
 - o Service Offerings for the City of Banning

INFORMATION REQUESTED IN THE RFP

a. Name of Firm

POWER Engineers, Inc.
www.powereng.com

b. Location of Principal Offices

Headquarters:

Hailey, ID
3940 Glenbrook Road/P.O. Box 1066
Hailey, ID 83333

Local Offices:

Anaheim, CA
731 E. Ball Road, Suite 100
Anaheim, CA 92805

San Diego, CA
3944 Murphy Canyon Road Suite 100
San Diego, CA 92123

Sacramento, CA
2934 Gold Pan Court, Suite 4
Rancho Cordova, CA 95670

Other Key Office:

Boise, ID
2041 S. Cobalt Point Way
Meridian, ID 83642

c. Local Address of Engineers Managing City Projects

Project Manager:

Power Delivery
Dev D. Birla, P.E./PMP
Anaheim, California
714-507-2732
dev.birla@powereng.com

Lead Distribution Engineer

Scott Brondyke, P.E.

Boise, Idaho

614-416-8041

scott.brondyke@powereng.com

Lead Substation Engineer

Chin Mou

San Diego, California

858-810-5330

chin.mou@powereng.com

Lead Environmental Support

Michael Benner

Anaheim, CA

714-507- 2752

michael.benner@powereng.com

Lead Construction Support

Kevin Sather

Sacramento, CA

916-858-8601

kevin.sather@powereng.com

The following table indicates the approximate percentage of work that will be performed by the various disciplines by office.

WORK BREAKDOWN BY OFFICE		
DISCIPLINE	OFFICE LOCATION	PERCENTAGE
Project Management & Administration	Anaheim	80%
	San Diego	10%
	Boise	10%
Distribution Design	Boise	70% - additional design/drafting services may be provided from other offices as needed
Substation Design	San Diego	100%
Environmental Support	Anaheim	100%
Construction Support	Sacramento	100%

446

ADDITIONAL INFORMATION

On the following pages of this section, we provide some additional information about our corporate structure, our office locations, our staff resources and the advantages we bring to the City of Banning. As a full-service consulting engineering firm, we have the capability to provide all services the city requires and provide a seamless transition between the various components of projects. This will result in superior management of cost, schedule, scope and quality by POWER for the benefit of the city's business plans and its service areas.

POWER AT A GLANCE

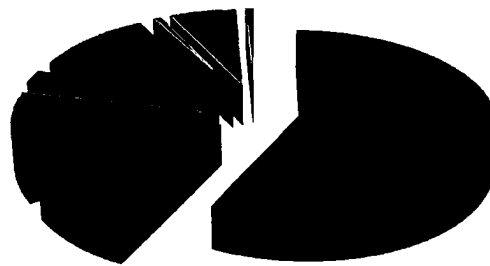
The City of Banning can rely on POWER. We are structured to support municipal utility engineering and environmental municipal needs. It is what we do for a living.

- More than 1,800 employees, focused primarily on utility engineering – means depth of staff to meet the city's needs.
- 41 offices nationwide & overseas – means we're positioned to serve you locally and provide whatever additional resources are required.
- Employee-owned – means the people you work with have a stake in your projects' success.
- Consistent management structure – means a steady partner for your projects.



EMPLOYEES BY DIVISION

Because POWER has one of the largest Power Delivery engineering and design staffs in the country, we can "step up to the plate" with additional engineering resources for your projects. The City of Banning will have access to increased engineering and environmental resources as needed quickly without delay.



- Power Delivery
- Operations
- Facilities
- Communications
- Environmental
- Federal
- Generation
- International

COMPANY HIGHLIGHTS

The City of Banning can rely on POWER. Our company is structured to support a full range of utility engineering and environmental projects.

447

What Others Say About Us

"We were very pleased to energize the 345 kV transmission line ahead of schedule and under budget. Your team provided the knowledge, expertise, and dedication required for this complex and important project. In addition, we always felt like you were on our team as we worked through the many challenges this important project provided."

M.E. Wagner-
Vice President, Customer Services,
Craig L. Holthe-
Senior Project Manager,
Nebraska Public Power District

ENERGY SERVICES

- > Transmission Line Design – Overhead & Underground
- > Distribution Line Design – Overhead & Underground
- > Substation & Switch Station Design
- > Power Plant Design
- > Cogeneration & On-Site Generation
- > System Studies
- > Utility Automation
- > Testing & Commissioning
- > Geographic Information Systems
- > Construction Management
- > Program Management

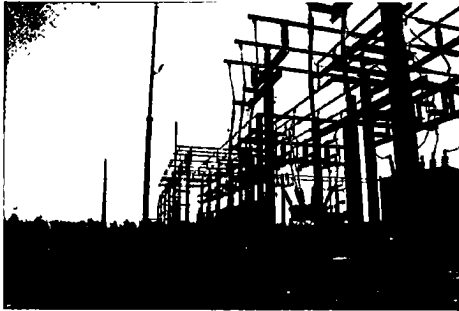
- **Founded in 1976** – During our 38 years of consistent focus on the electric utility industry, POWER has always been employee-owned, with stable yet innovative leadership and a track record of project success. We offer the City of Banning team consistency for many years to come.
- **Recognized power delivery leader** – For the past ten years POWER has been ranked among the top three US T&D engineering consultants by ENR magazine, a reflection of our ever-growing and loyal client base. Clients hire us for our quality engineering and value.
- **Industry focus** – Our growth and success are due to our commitment to electric utilities and municipalities which includes adding services and approaches responsive to changing industry needs. Our employees keep up with advances in utility technology and can help the City of Banning meet any complex engineering challenges that may arise.
- **Experience suited to a variety of work scopes** – POWER has provided services throughout the nation on projects ranging in scope from siting through detailed design. We understand the life-cycle of a project from inception through completion and also provide testing, commissioning, and maintenance. We have the experience to help you meet your goals.
- **Depth of staff to meet unexpected challenges** – POWER has one of the largest Power Delivery engineering and design staffs in the country and we can provide additional engineering resources for your projects. The City of Banning will have access to whatever engineering resources are needed.
- **Nationwide environmental expertise** – One of our fastest growing offerings, our Environmental Division has extensive experience in transmission, distribution and substation projects throughout the US, but with a particularly strong focus on California. We can bring our local California experience and agency knowledge to your projects.
- **Trusted subcontractor relationships** – POWER prefers to build its project team with trusted subcontractors. Using these established relationships will be more efficient for the City of Banning since project start-up time will be minimized.

SERVICE OFFERINGS FOR THE CITY OF BANNING

The services POWER will provide the City of Banning represent some of our core offerings in Power Delivery, particularly distribution and substation services. The following summarizes these services and describes the additional services POWER can provide the City of Banning.

POWER DELIVERY

POWER has the largest dedicated transmission and distribution staff of any U.S. consultant, employing more than 1,000 professionals in our Power Delivery Division (PDD) alone. Our offices, located throughout the U.S., are integrated as business units within each area of specialty.



Our highly experienced distribution staff has extensive experience with traditional overhead and underground design, conversion, planning studies, and a broad spectrum of other services needed by municipal utilities.

These business units are Distribution Services, Transmission Lines, Substations and SCADA and Analytical Services (SAS). This organizational structure allows us to operate seamlessly, providing the City of Banning access to the depth and breadth of our PDD experience for all projects.

Distribution Services

POWER's Distribution Services business unit employs approximately 40 people who are dedicated to distribution design and small and municipal utility services. Our team works with our clients to understand their needs and provide the design and services required for their project's success.

Our distribution staff is made up of utility retirees, mid-career and early-career professionals such that we can provide our clients with the right mix of expertise to perform their projects in a creative, efficient and cost effective manner. On average, these highly experienced staff members have 23 years of experience. Their distribution experience includes traditional overhead and underground design, conversion, planning studies, coordination studies, load flow studies, automation design and commissioning, protection settings, and distributed generation.

In recent years, responding to our clients' increasing need for distribution services, we have recruited engineering and design staff who specialize in distribution, culminating in early 2013 with the establishment of our Distribution Services Business Unit. This has led to a renewed effort to recruit, acquire and develop the appropriate designers and engineers.

The Distribution Services group receives support from the rest of POWER making it a team capable of providing the best solution to your power needs. POWER relies on its unique capability to overlap disciplines and can draw on the required expertise of any business unit to provide the correct resources.

Substations

Substation design has always been a core service at POWER. With thousands of substation projects completed, we have the versatility to design all types of substations from 5 kV through 500 kV. We've worked in diverse locations and with a wide variety of client standards, needs and preferences. We bring solutions – from the practical to the creative – to the substation issues clients face today.

If successful in getting this contract, POWER will evaluate the conceptual design of Alola and Airport substations based on safety, reliability, life cycle cost, flexibility in operation and maintenance and aesthetics and come up with different alternatives for Banning to consider. Development of electrical system model and system studies will be required to achieve that.

PLANNING

- > Transmission
- > Distribution
- > Contingency Analysis
- > Feasibility Studies
- > Long Range Plans
- > Electrical Master Plans
- > Interconnection Studies
- > Alternative Comparisons
- > Life Cycle Cost Analysis

SYSTEM PERFORMANCE

- > Power Flow
- > Short Circuit
- > Transient Stability
- > Switching Surges and Insulation Coordination
- > Lightning

ENVIRONMENTAL SERVICES

- > Environmental Planning & Project Management
- > Geoengineering & Geosciences
- > Biological Resources
- > Cultural Resources
- > Permitting & Compliance
- > Landscape Architecture
- > Public Involvement
- > Visualization
- > Air Quality

We offer a full slate of substation services from concept through commissioning. We are also experts in extending the life of equipment through upgrades and expansions. POWER Engineers can help you meet the challenge, with resources to get the job done and technical savvy to find design solutions that work for you.

System Studies

Today's competitive electric power market puts a premium on reliability, efficiency and low cost. POWER provides essential analysis and planning services that help you meet those goals. Our analysts bring a real-world perspective to planning and engineering. They work closely with POWER's design teams and understand the practical realities behind theoretical solutions. The result is workable plans for your power system. Based on the outcome of discussions with Banning staff, development of an electrical system model, short-circuit and power flow, ground grid studies, relay settings, relay protective coordination and arc-flash analysis and labels may be required.

System Planning

Planning studies provide a roadmap for power system investment. Our short- and long-term plans present practical alternatives balancing cost, capacity, performance, and reliability.

System Performance

Predicting electrical system performance under normal and abnormal conditions is a vital component in planning, permitting, designing, operating and protecting the system. We have the tools and expertise to model power system performance from power flow and stability of the grid down to the transient analysis needed to specify insulation and equipment.

We also perform the increasingly important task of assessing the impact of generation plants, traditional and non-traditional, on the transmission grid. Today many new plants are built in locations never envisioned when the systems were designed.

ENVIRONMENTAL

POWER can help the City of Banning navigate the maze of environmental review, permitting and approvals for your projects. We have extensive CEQA experience, and we understand the issues you face. We are equipped to lead you to appropriate, defensible and cost-effective solutions.

CONSTRUCTION MANAGEMENT AND INSPECTION

As a power delivery leader, we offer complete construction management and inspection services for power projects – as a complement to

traditional power delivery design services, as a stand-alone service, or as part of our design-build offering. POWER can assume total responsibility for reporting and management of multiple contractors at multiple sites or can augment your staff to perform these activities. Our tailored approach gives you an optimal level of service for your project needs. For complex projects, we can provide construction managers augmented by inspectors and construction crews. In other cases, a senior inspector can observe and manage a project with a single construction crew.

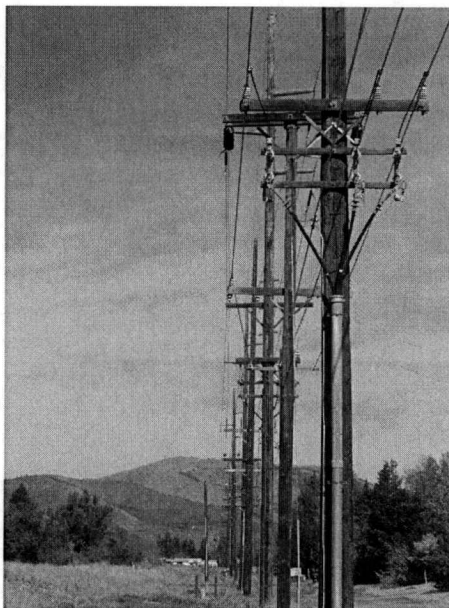
B.2 COMPANY EXPERIENCE

B.2 COMPANY EXPERIENCE – RELEVANT PROJECTS

IN THIS SECTION

> a. Previous Relevant Designs within the Last Five Years

- 1. Distribution Design
- 2. Substations
- 3. Environmental
- 4. Construction Management / Project Management



POWER has helped clients meet the full range of their distribution design needs, with experience including new overhead and underground design, overhead-to-underground conversion, reconductoring, line relocation, cable replacement, joint use, and make-ready work.

a. Previous Relevant Designs within the Last Five Years

The following project descriptions summarize our recent experience executing projects similar to the work that we would perform for the City of Banning. Some of these projects feature pure distribution design. Others focus on the integrated services we have provided to other California utilities, including substation design, environmental services and construction management / project management. The projects we have included in this section demonstrate the depth and breadth of our success executing projects on behalf of our long-term client partners.

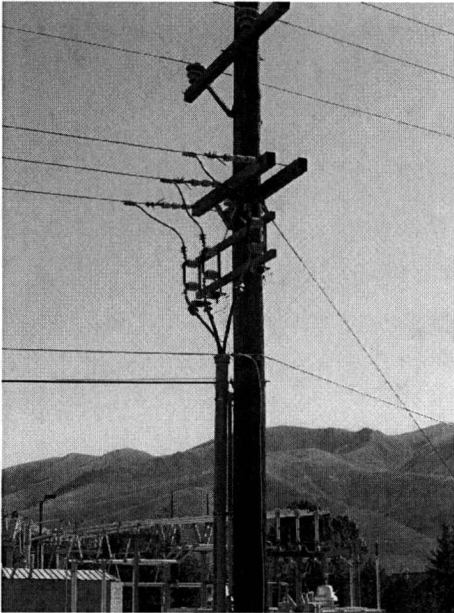
1. DISTRIBUTION DESIGN

BURBANK WATER AND POWER

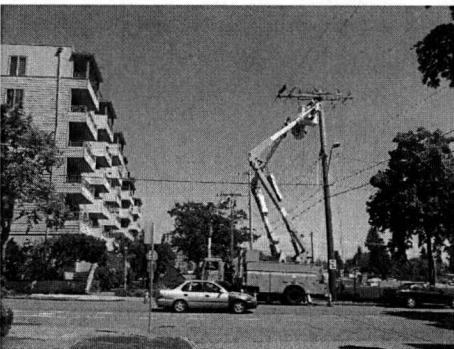
Conversion of Burbank Circuits from 4 kV to 12 kV, California

Contact: Cesar Ancheta, P.E., T&D Engineering Manager, 818-238-3576, cancheta@burbankca.gov

As Burbank Water and Power's Transmission and Distribution Engineering Manager, current POWER Senior Project Manager Dev Birla P.E./PMP was responsible for the overall design and construction of twelve 4 kV Burbank Circuits to 12 kV in a very short duration of three years. The old Burbank Substation had to be relocated, and twelve 4 kV circuits with combination of overhead and underground were rebuilt to 12 kV construction, while the load was transferred from the old substation to new substation in phases. Design and construction was done in-house and in parallel with the construction of the new Burbank Station and upgrade of the 34.5 kV network in the area. Existing pole lines had multiple 4 kV circuits on the same pole line and sometimes under build of 34.5 kV and 69 kV lines both in residential and commercial areas in back property lines with difficult access and in busy public streets with heavy traffic conditions. Each pole was evaluated and determined if it could be rebuilt or needed to be replaced, with new overhead primary conductor, new overhead transformers and secondary/service drop triplex conductors. The same was true for underground, with each and every run reviewed and sometime field verified to see where upgrades to 12 kV were required, such as cable or pad mount transformer replacement with any associated work. There were numerous customer stations with critical loads which had to rebuilt and then cut-over to 12 kV at a later date along with the rest of the 4 kV circuit. New underground conduits and manholes were added and cable



Our team works with you to understand your needs and provide the design and services required for project success.



POWER is providing engineering design services to assist Oncor Electric Delivery with meeting its increased workload due to customer growth and road improvement projects. Projects have included design of underground and overhead facilities, city and state permitting, easement acquisition, field staking, and construction support.

and devices installed to connect the old getaways with the new location of the substation.

BURBANK WATER AND POWER

Conversion of Alameda 4 kV Circuits to 12 kV Hollywood Way Circuits, California

Contact: Cesar Ancheta, P.E., T&D Engineering Manager, 818-238-3576, cancheta@burbankca.gov

As Burbank Water and Power's Transmission and Distribution Engineering Manager, current POWER Senior Project Manager Dev Birla P.E./PMP was responsible for oversight and management of design and construction for the conversion of twelve 4 kV Alameda circuits, starting April 2004 and continuing until June 2011. The project initially involved rebuilding and conversion of one circuit per year and, later on, 1.5-2 circuits per year. It entailed a very intensive process of evaluation of each pole and facility serviced from Alameda Substation, then distribution planning to decide how each circuit would be configured from existing 4 kV circuits based on estimated load and ties to maintain high reliability to customers. It was followed by design and construction, which included replacement of poles, cross arms, overhead primary conductors, distribution transformers, secondary /service drop triplex conductors.

RIVERSIDE PUBLIC UTILITIES

Riverside Transmission Reliability Project, California

Contact: Daniel Honeyfield, Senior Electrical Engineer, 951-826-2122, dhoneyfield@riversideca.gov

The Riverside Transmission Reliability Project is a major upgrade to the City of Riverside's 230 kV, 69 kV electric systems, and distribution system. POWER is providing engineering, environmental and construction support services for the project. Scope includes conceptual and detailed engineering for the new substation, transmission lines, and distribution lines. Distribution design, in conjunction with a new overhead 69 kV line, was performed for the detailed design of new overhead and underground distribution feeders. POWER designed new underbuilt 12 kV circuits using risers, underground primary, and pad mounted equipment to serve existing and future customers. All designs were developed using RPU standards and compatible units with designs progressing through to RPU standard crew construction packages.

ONCOR ELECTRIC DELIVERY

Distribution Services GSA, Texas

Contact: James (Jim) C. Chase, P.E., Distribution Major Design Manager, 817-215-6167, james.chase@oncor.com

POWER is providing engineering design services to assist Oncor Electric Delivery with meeting its increased workload due to customer growth and road improvement projects. Projects have included design of

underground and overhead facilities, city and state permitting, easement acquisition, field staking, and construction support.

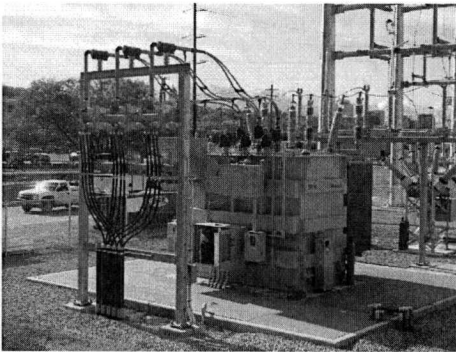
POWER develops its work packages using Oncor's internal Distribution Information System (DIS), which ties together their distribution management system (DMS), outage management system, material procurement, design standards, compatible units (CUs), and finally crew work instructions. POWER performs design within Oncor's system using a dedicated work station and set procedures for internal and client driven quality control, quality assurance processes.

TESORO

LA Refinery Substation 10 Electrical Upgrades, Los Angeles, California

Contact: Gerard Borkovich, Project Engineer, 310-522-6192, gerard.j.borkovich@tsocorp.com

Tesoro contracted with POWER to provide engineering services for work associated with 13.8 kV cable circuits between the Main Substation and Substation #10 to increase the loading capability. This portion of the work included the installation of a new 13.8/2.4 kV outdoor 7.5MVA transformer, a new indoor 5 kV switchgear line up, and a new indoor 5 kV MCC. The work scope for the circuits between Substation #10 and the two new 1250HP and 250HP motors located in the Crude Unit included the installation of two new 2.4 kV cable circuits. POWER also provided permitting services to obtain construction permits from the City of Los Angeles, and CALTRANS.



Pictured is one of two new 138x46-13.8 kV transformers at the Salt Lake City Refinery. POWER provided system improvement designs to increase capacity and maintain high reliability at the refinery.

TESORO

Salt Lake City Refinery, Utah

Contact: Kirti Shah, Engineer, 925-372-3076, kirti.s.shah@tsocorp.com

POWER was selected to provide system improvements to Tesoro's Salt Lake City Refinery to increase capacity and maintain high reliability. The project included replacement of bare open wire circuits and installation of new circuits to power distribution centers throughout the refinery. Designs were developed for new 46 kV, 13.8 kV, and 4160 V circuits to move power throughout the facility from numerous PDCs to the loads. Additionally, both bare wire and covered conductor designs were utilized and a detailed cut-over plan was developed to minimize down time for the refinery.

TESORO

Multiple Power Distribution Centers Commissioning, California

Contact: Kirti Shah, Engineer, 925-372-3076, kirti.s.shah@tsocorp.com

POWER performed the SCADA design and programming, protection study, and commissioning of three 15 kV power distribution centers and one 5 kV power distribution center at Tesoro's Golden Eagle oil refinery. Equipment tested included oil filled transformers, 15 kV metal clad switchgear, 5 kV and 480V electrical systems, SCADA system, and

protective relays and control systems. POWER also verified the system was built to design specifications. The installation of the new power distribution centers required careful planning to minimize refinery outage time, and in some cases required hot cutover to the new systems.

IBERDROLA USA

RGE Circuit 612 K&N Upgrade, New York

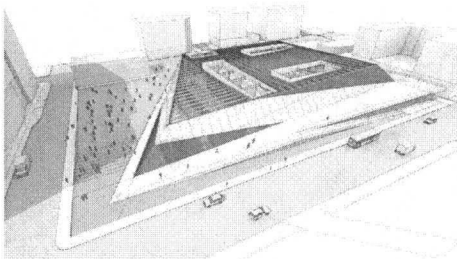
Rochester Gas and Electric's cables for the 612 K&N 11.5 kV distribution circuits in Rochester, New York were being driven beyond their designed loading and seeing premature failures due primarily to load growth. Iberdrola USA contacted POWER to assist with the re-design and up-rating to alleviate the problem. Using the provided mapping and field survey data, POWER utilized existing infrastructure where possible, designed roughly 500 feet of new duct bank and was successful at nearly doubling the line rating.

ACCOMPLISHMENTS

- Reduced cost and minimized installation time using Iberdrola standards and materials in combination with engineered solutions.
- Utilized majority of existing duct bank while meeting Iberdrola's system requirements.

POWER'S SERVICES

- Ampacity calculations, pulling calculations, plan drawings, and manhole racking diagrams.
- Construction support.
- Revised substation get-a-ways, reviewed feeder protection, and recommended modifications.



Design of the substation and distribution system at Denny Way Substation will relieve grid congestion while the transmission line enables flexibility and load shifting within the overall system.

SEATTLE CITY LIGHT

Denny Way 115 kV Substation, Transmission, and Network Distribution Program, Washington

Contact: Greg Stamatou, Project Manager, 206-684-3232, [greg.stamatou@seattle.gov](mailto:ggreg.stamatou@seattle.gov)

POWER is providing the project management and engineering for substation, transmission, and distribution design for this 115 kV project. For the distribution design, POWER will perform routing of four network subnets totaling 24 feeders throughout the Denny Triangle and South Lake Union areas. Working with SCL, routing will address key areas of concern for public impact, load growth, permitting, easement acquisition, and ultimately load transfer. To achieve the desired network expansion, POWER will perform all load flow, short circuit, reactive compensation, and protective coordination studies, and develop cut-over sequences to develop the new subnets as well as to reconfigure the Broad Substation subnets. The network distribution design is being closely coordinated with the substation design as well as the 26 kV express feeder design, which serves an adjacent radially fed residential area bordering the downtown district.

EUGENE WATER AND ELECTRIC BOARD

Network Pre-Design, Oregon

Contact: Tom Ossowski, Electrical Distribution Engineer, 541-685-7421
tom.ossowski@eweb.org

POWER was selected to analyze Eugene's aging network distribution system and develop alternatives for replacing the system. With emphasis on reliability, POWER developed three alternatives for replacing the system: two based on a network system and one using a modern automated radial distribution scheme. The feasibility study focused on reliability, constructability, operations and maintenance, public safety, expandability, and economic impacts using historical data and projected load growths. Additionally, POWER developed an automated "self-healing" design allowing for advanced switching with reduced outage times based on Eugene's standard radial systems.

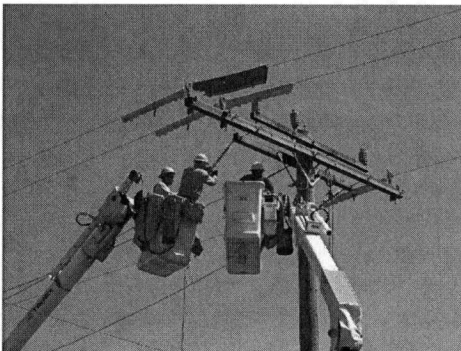
FREEPORT MCMORAN COPPER & GOLD

Morenci Mine 13.8 kV Overhead Distribution Line, Arizona

POWER provided complete engineering design for the construction of a new 3-mile 13.8 kV single circuit overhead distribution line, No. 425, at the Morenci Mine site in southeast Arizona. The work included providing design drawings, specifications and a complete construction cost estimate for the new line, which was needed to accommodate a ramp up at the open-pit copper mining complex. Due to the terrain and locations of the 13.8 kV load centers, the main construction consisted of single-pole, two-pole and three-pole construction with spans up to 1,500 feet. Tap structures to new load centers were designed to come off of all three types of structures.

SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE

Fort Huachuca Distribution System Sectionalizing Study, Arizona

Contact: Torey Bell, Supervisor of Engineering, 520-452-3903,
tbell@ssvec.com

POWER performed a sectionalizing study of the 13.8 kV delta-connected Fort Huachuca distribution system. POWER was tasked with data analysis and review both off- and on-site, system modeling, protection philosophy development, protective device coordination and settings, and detailed feeder summary reporting. The project included analysis of 14 feeders consisting of combinations of overhead and underground loads and lines, capacitor protection, coordination and device selection involving transformer and Cooper SMU PME fuses, SEL-351R recloser controls, and SEL-351S feeder protection relays. Each feeder was analyzed for coordination based on fault analysis. Protective device changes were suggested and summarized on a per feeder basis for ease of implementation.

SEATTLE CITY LIGHT

Distribution Standards Development, Washington

Contact: Jim Maloney, Strategic Advisor, 206-684-3558,
jim.maloney@seattle.gov

The Seattle City Light standards development project will span three years to assist SCL in updating their design and construction standards. These standards detail the design aspects and construction methods for engineering and installation of single phase and three phase overhead/underground distribution systems, as well as network distribution standards. POWER will perform material and equipment analysis and cost estimating, and apply industry knowledge to update current standards as well as create new standards where necessary.

PROGRESS ENERGY FLORIDA

Clarcona to Crown Point 69 kV Line with Distribution Underbuild, Florida

Contact: Hector Cruz, Line Engineering, 407-942-9253,
Hector.Cruz@pgnmail.com

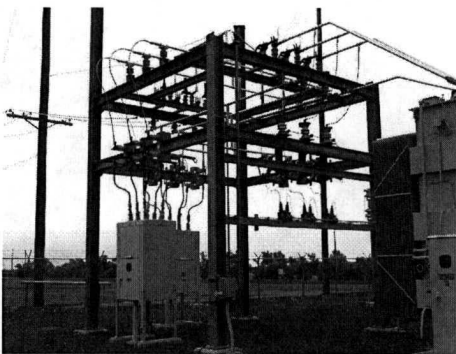
POWER participated in the routing study and completed the design of the 69 kV transmission line from Crown Point to Clarcona Substation with selected sections of the line designed for distribution underbuild. POWER's work included PLS-CADD modeling, pole spotting, coordination with survey and geotechnical, preliminary pole locations field review, bill of material and construction documents for bidding in accordance with Progress Energy standards. The project involves both concrete and steel structures. POWER participated in pre-construction meetings and provided construction engineering support for the project during construction. The line is constructed along road right of way for the majority of its length. The project included an AC interference analysis study to determine the effects of the planned addition on an existing Florida Central Railroad corridor consisting of one track with highway crossing warning systems. POWER created a 3-D model of the various electric and railway systems and used the HIFREQ module of Safe Engineering Service's CDEGS software for analysis.

2. SUBSTATIONS**CITY OF BURBANK**

Burbank Substation Owner's Engineer Support, California

Contact: Cesar Ancheta, P.E., T&D Engineering Manager, 818-238-3576, cancheta@burbankca.gov

POWER acted as Owner's Engineer for this turnkey substation relocation/reconstruction project. The project included construction of a new 34.5-12.47 kV distribution substation. Major equipment included two 34.5-12.47 kV, 50 MVA transformers, 34.5 kV indoor gas-insulated switchgear (GIS), 12.47 kV metalclad switchgear and 34.5 kV and 12.47 kV metal-enclosed capacitor banks. All 34.5 kV and 12.47 kV circuits are underground. Significant challenges were the confined area available



POWER has extensive substation design experience in Southern California, including up to 100 substation projects per year as part of General Services Agreement with Southern California Edison and experience with municipals such as the City of Burbank and the City of Vernon.

for construction, conflicts with existing underground facilities, construction outage restrictions, the use of GIS equipment, and issues related to the high seismic location. Aesthetic issues were addressed using photo simulations. The scope of this project included: conceptual equipment arrangements and one-line diagrams; development of the turnkey procurement/construction specification; system studies to support construction sequencing planning; construction cost estimates; review of the contractor's design documents; and participation in project status and coordination meetings as well as transformer factory inspection. The specification developed covered construction sequencing, construction requirements, and all aspects of the Owner's design preferences including site development, equipment arrangement and connections, foundations and structures, AC and DC station service, grounding, raceway, oil containment, lightning protection, lighting and testing and energization services.

SOUTHERN CALIFORNIA EDISON

General Services Agreement, California

Contact: Thuan Tran, Manager Substation Engineering, 909-274-1518, Thuan.Tran@SCE.com

POWER is helping Southern California Edison maintain the reliability of its electric delivery system with substation and transmission line engineering services through general service agreement contracts in place since 2005. As the largest utility in California, SCE must keep its system modern and efficient to provide its 13 million customers in central and southern areas of the state with a dependable source of power. POWER supports this effort by designing new and upgraded transmission and distribution facilities. Assigned up to 100 projects each year, POWER provides detailed physical, electrical and civil engineering and design services for substations from 4 kV to 500 kV and lines from 66 kV to 500 kV. Services include design, owner's engineering, field scoping, cost estimates, scheduling, standards development and system studies and evaluations. Specific services have included preliminary line design, line rating design, 220 kV and 500 kV line design standards, protective relaying, transformer replacements, new line positions additions, grounding, reactive compensation and environmental services.

SOUTHERN CALIFORNIA EDISON

Colorado River Substation, California

Contact: Scott Lacy, Project Engineer, 714-255-4872, Scott.Lacy@sce.com

The Colorado River Substation is a 500 kV greenfield bulk power substation currently under development in a portion of Riverside County with a high potential for solar generation development. The station is designed to provide transmission access to current and future renewable power resources in the surrounding region. The ultimate design features four AA transformer banks with a total transformation capacity of approximately 4,400 MVA. The 500 kV switchrack will be capable of

terminating up to ten transmission lines, and up to 16 lines can be terminated in the 230 kV switchrack. The design will feature an automation/SCADA system that incorporates many features of IEC 61850.

CITY OF VERNON

Substation Instruction Books, California

Contact: Ali Nourmohamadian, Engineering Manager, 323-583-8811 ext. 316, anour@ci.vernon.ca.us

POWER developed substation instruction books that include emergency switching and procedures, black start procedures, description of station equipment, standard operating procedures, emergency contact information, safety procedures, paramedic contact information, security description, and various notification requirements. Instruction books were prepared for Matheson, Vernon, Owill and Ybarra substations.

SAN DIEGO GAS AND ELECTRIC

Mission Substation Breaker Replacements, California

The Mission Substation owned by San Diego Gas & Electric had been experiencing issues with overstressed 69kV breakers due to the high power flow through this substation. POWER is responsible for coordinating with, and gaining approval from SDG&E for both physical and electrical designs for replacing Four (4) existing 69kV breakers with the higher rated 138kV breakers. This project involves fitting much larger 138kV breakers in minimal space where the existing 69kV breakers are located. In addition this project requires a design that will have the least possible impact on existing buswork and foundations while minimizing outage time.

3. ENVIRONMENTAL

LOS ANGELES DEPARTMENT OF WATER AND POWER

On-Call Environmental Services, California

Contact: Chuck Holloway, Manager, Environmental Assessment, 213-367-0285, charles.holloway@ladwp.com

POWER is providing ongoing environmental planning and compliance services under a multi-year environmental services contract with the Los Angeles Department of Water and Power. Services include environmental resources assessments and documentation preparation for compliance with CEQA and NEPA for transmission line and aqueduct projects. POWER and its subcontractors provide services for biological and cultural resources including reconnaissance and focused threatened and endangered species surveys, site recovery and documentation and resource agency consultations. POWER also provides environmental planning services including preparation of discretionary permits, and preparation of Initial Studies, Mitigated Negative Declarations, and

Environmental Impact Reports in support of new projects and ongoing operations and maintenance activities.

RIVERSIDE PUBLIC UTILITIES

Riverside Transmission Reliability Project Environmental Impact Report (EIR), California

Contact: George Hanson, Riverside Public Utilities
951-826-2400

POWER is providing environmental and permitting services for a major upgrade to the City of Riverside's electric delivery system. The project will provide the City with a second 230 kV interconnect to the Southern California Edison transmission grid. In addition to the new double circuit 230 kV transmission line and substation, the project includes several additional 69 kV subtransmission lines, a new 230 kV/69 kV substation and upgrades to several existing 69 kV substations. POWER conducted a siting study to identify alternative routes for 230 kV and 69 kV transmission lines for the project. POWER is currently preparing an EIR under the California Environmental Quality Act.

As the project proponent for the 230 kV interconnect, SCE will apply for a Certificate of Public Convenience and Necessity from the California Public Utilities Commission to construct the double-circuit 230 kV transmission line and accompanying 230/69 kV Wildlife Substation. The City is the CEQA Lead Agency and the CPUC is a Responsible Agency for the EIR.

POWER implemented an extensive public and agency outreach program targeted to the general public, tribal organizations, and local, state, and federal agencies. Outreach activities included agency and public scoping, public meetings, newsletters, and a citizens' technical advisory committee. POWER completed biological surveys, urban line siting, and the CEQA Initial Study. Potential permits include wetlands identification, highway crossing and encroachment permits, a Nationwide 12-404 permit, 401 Certification under the Clean Water Act, NPDES, air quality, and SPCC permits.

POWER also provided cultural resource support including record searches, cultural and archaeological surveys, an architectural reconnaissance and coordinated with three Native American groups (Soboba, Morongo, and Pechanga) with traditional ties to the project area. POWER prepared a cultural resource technical report and the cultural resource sections of the EIR.



POWER conducted a joint federal and state environmental review under NEPA and CEQA, including an EIS/EIR, for LADWP's Barren Ridge Renewable Transmission Project. POWER was responsible for all environmental and land use analyses for the EIS/EIR. POWER also conducted an extensive public outreach and scoping program.

LOS ANGELES DEPARTMENT OF WATER AND POWER

Barren Ridge EIS/EIR, California

Contact: Chuck Holloway, Manager, Environmental Assessment, 213-367-0285, charles.holloway@ladwp.com

POWER conducted a joint federal and state environmental review under NEPA and CEQA, including an EIS/EIR, for the Barren Ridge

Renewable Transmission Project. To provide access to wind- and solar-generated electricity in the Tehachapi Mountain and Mojave Desert regions, the proposed double-circuit 230 kV facilities would improve the reliability of LADWP's electric delivery system and help the City of Los Angeles meet its Renewable Portfolio Standard obligations mandated by the State of California and the City.

The project included a new transmission line from the existing Barren Ridge Switching Station to a proposed Haskell Canyon Switching Station, added a circuit on an existing line from Haskell Canyon to the Castaic Power Plant, and replaced conductors on the Owens Gorge to Rinaldi line, covering approximately 200 miles of lines. The Forest Service and BLM are federal co-lead agencies and LADWP is the lead state agency.

POWER was responsible for all environmental and land use analyses for the EIS/EIR: biological and cultural field studies, visual, land use, agriculture, transportation, earth and water resources, and noise and socioeconomics. The project area provided habitat for several special status species, including the California red-legged frog, arroyo toad, desert tortoise and California condor. An agency-directed avian risk assessment will examine the relationship between the project's existing and proposed transmission lines and resident and migratory species in Mojave Desert and other habitats. POWER also conducted an extensive public outreach and scoping program.

RENEWABLE RESOURCES GROUP

Blythe Mesa Solar EIR and EA, California

Contact: Rupal Patel, 323-936-9303, rpatel@renewablegroup.com

POWER is the third-party contractor for the Renewable Resources Group, Riverside County, and the BLM California Desert District, hired to prepare a joint EIR and EA (CEQA and NEPA) document for a 485 MW photovoltaic solar project. In addition to the PV solar panels, the project will include three substations, two O&M buildings and a 4.3 mile long, 230 kV transmission line connecting the generating facility to the Southern California Edison Colorado River Substation. The project site and transmission right-of-way contain approximately 3,660 acres. A portion of the interconnection line would cross federal land managed by the BLM. POWER will provide assistance in all phases of the environmental process, including the Notice of Preparation, scoping meetings, technical studies, and preparation of draft and final EIRs.

Key biological issues addressed include burrowing owl, desert tortoise, rare plants, and Mojave fringe-toad lizard. A Phase I cultural resources survey was completed and a technical report prepared. A glint and glare study, visual analysis and visualizations, transportation study, water supply assessment, socioeconomic study, and air quality study are being conducted. Due to project proximity to the Blythe Airport, a computer animation was prepared to simulate the landing sequence of an aircraft over solar panels. The animation was used to demonstrate to the



As SCE's OE/Construction Manager, POWER provided oversight and coordination of the construction process to meet challenging in-service deadlines, promote a culture of safety, and prevent environmental violations on the Eldorado-Ivanpah Transmission Project (EITP). Small helicopters (pictured above) flew in tools and personnel, set stringing dollies, and helped string conductor from structure to structure.

Riverside County Airport Land Use Commission that glint and glare from the solar panels would not be a public hazard. The draft EIR/EA is currently being prepared.

4. CONSTRUCTION MANAGEMENT / PROJECT MANAGEMENT

SOUTHERN CALIFORNIA EDISON

Eldorado-Ivanpah Transmission Project Owner's Engineer & Construction Management, Multiple States

Contact: Roger Schultz, Senior Project Manager, 714-255-6818, roger.schultz@sce.com

The Eldorado-Ivanpah Transmission Project (EITP) was needed to get a highly visible solar client's energy to the electrical grid. The project included a high-profile 220 kV transmission line constructed through a very environmentally sensitive area and along several state boundaries. Regulatory oversight was extreme, focusing on SWPPP, dust control, water restrictions, and protection of endangered species, such as the desert tortoise. As SCE's Owner's Engineer/Construction Manager, POWER provided oversight and coordination of the construction process to meet challenging in-service deadlines, promote a culture of safety, and prevent environmental violations.

ACCOMPLISHMENTS

- Developed new models to manage linear projects, using special tooling, tracking, and problem-solving methods approach.
- Mobilized our signature POWER360® management and collaboration tool to communicate daily project status and share GIS-linked bird nesting areas and bird buffers, map-linked field pictures, detailed reporting and action items.
- Used an innovative GPS-based helicopter navigation system to automate communication of latitude/longitude locations of next locations and buffers.
- Completed the project successfully on time and under budget, despite unexpected delays, to meet the accelerated in-service schedule that had been cut by 8 months.
- Achieved a low safety incident record well below industry levels, with no fatalities or serious injuries.
- Achieved a no-take record of protected plants and species.
- Leveraged key partnerships with DVBE and DBE businesses to assist SCE in achieving specific regulatory and company goals.
- Submitted helicopter plans to gain permits for a Sikorsky S-64 Sky Crane and McDonnell Douglas 530FF for use during construction.

PROJECT FEATURES

- Demolition of existing 35-mile historical 115kV transmission line.
- New construction of 35-mile double circuit 220 kV transmission line, and OPGW installation.

- Communications wire change-out requiring structural modifications to 500 kV towers.
- Micropile foundations used in difficult rocky conditions.

POWER'S SERVICES

- Engineering
- Owner's Engineer
- Permit support
- Construction management
- Inspection
- Material vendors' assessment/oversight
- Environmental coordination
- Project and program reporting through POWER360
- Change management
- Risk management
- Schedule oversight and problem resolution
- Construction specification and RFP creation
- Contractor selection support
- Safety reporting

TERRA-GEN POWER LLC

Alta Wind Projects, California

Contact: Tim Prenger, Project Manager, 646-829-3923,
tprenger@terra-genpower.com

Currently the USA's largest wind power project, the Alta Wind Farm is located in California's Tehachapi-Mojave Wind Resource Area, about 100 miles north of L.A. When complete, it will feed clean energy into California's electricity grid. The project is using GE and Vestas wind turbines. The power is contracted to Southern California Edison as part of its renewable energy commitment. POWER is providing Owner's Engineer services for the first eleven project phases and will continue to provide similar services for the future phases of the project. POWER's scope of services includes: review of project system impact studies and facility studies; wind farm preliminary design; preparation of BOP bid specifications for civil/structural works, electrical collection systems, substations, underground collector lines, and overhead interconnection lines; and utility interconnect SCADA system. POWER also is providing construction monitoring services, SCADA system programming and commissioning, crossing permit acquisition, and reactive power controls design and commissioning.

MICHELS POWER

130 MW PV Solar Farm, El Centro, California

Contact: Bill Schulz, Project Manager, 920.721.9114,
bschulz@michels.us

POWER teamed with Michels Power to provide design and construction services for a new 130 MW photovoltaic solar farm near El Centro, California. One of several contractors on this fast-track project, the POWER-Michels team provided the 34.5 kV AC overhead collection

464

system design and construction, a challenging task that required coordination with several other parties involved in the project such as engineering consultants, contractors, San Diego Gas and Electric, Imperial Irrigation District, Bureau of Land Management and Imperial County.

ACCOMPLISHMENTS

- POWER successfully interfaced with multiple parties to help complete this logistically challenging design within a tight LGIA timeframe.

PROJECT FEATURES

- Six arrays spread across 946 agricultural acres will power 44,000 homes
- Use of Hendrix cable-spacer system allowed all six collection circuits to be contained within a single overhead distribution system.
- Sequenced construction phases

POWER'S SERVICES

- Detailed design for the 34.5 kV overhead collection system
- Management of the overhead collection system permitting process
- Harmonic susceptance analysis and harmonic load flow evaluation for plant configurations

SOUTHERN CALIFORNIA EDISON

NextEra Sagebrush 220 kV Line Reroute, California

Contact: Vince Real, Project Manager – Transmission Project Delivery, 661-726-5717, vince.real@sce.com

POWER provided EPC services for 4,250 feet of single circuit 220 kV overhead transmission line required to relocate 2,500 feet of existing NextEra line around a major utility's expanded substation.

ACCOMPLISHMENTS

- Completed the project within a very tight timeframe.
- Achieved zero-accident safety record.
- Achieved zero-incident environmental record despite strict environmental and biological constraints. Crews encountered numerous active bird nests, which limited and restricted the work. To protect the nests, buffer zones were established around all nests and construction activities were only allowed after obtaining permission from CA Fish & Game.
- Provided daily monitoring of project progress through the Internet using POWER's Program Manager for Construction Management (PPM CM), a web based inspection and progress reporting system.

FEATURES

- Single conductor 1590 ACSR Lapwing
- Single overhead 3/8-inch EHS steel shield wire
- Six new steel monopoles and deadend structures and associated shield wire and conductor using anchor-bolted drilled-pier foundations

POWER'S SERVICES

- Design spotting to allow for proper setback clearances to adjacent properties and provided for spacing and clearances per GO 95 and NextEra overhead line code and standards.
- Structure and foundation installation
- Removal of five existing dead-end and tangent steel monopoles and hardware
- Foundation demolition
- ROW restoration
- Access road design and construction

B.2 COMPANY EXPERIENCE - REFERENCES

IN THIS SECTION

> b. References for Three Clients within the Last Five Years

b. References for Three Clients within the Last Five Years

REFERENCE #1

Client's Name: Burbank Water and Power
Project Engineer: Cesar Ancheta, P.E., T&D Engineering Manager
Phone Number: 818-238-3576
Email: cancheta@burbankca.gov

REFERENCE #2

Client's Name: Riverside Public Utilities
Project Engineer: Daniel Honeyfield, Senior Electrical Engineer
Phone Number: 951-826-2122
Email: dhoneyfield@riversideca.gov

REFERENCE #3

Client's Name: Los Angeles Department of Water and Power (LADWP)
Project Engineer: Chuck Holloway, Manager, Environmental Assessment
Phone Number: 213-367-0285
Email: charles.holloway@ladwp.com

B.2 ADDITIONAL EXPERIENCE REQUIREMENTS

The following is a summary of our qualifications to address the experience requirements on page 13 of the RFP:

15 or more years of electrical, civil and structural design experience on overhead and underground distribution systems and substations

POWER has provided overhead and underground distribution system and substation design since our founding as a consultant to electrical cooperatives 38 years ago.

In recent years, responding to our clients' increasing need for distribution services, we have recruited engineering and design staff who specialize exclusively on distribution. In 2009, POWER acquired Cornelius Pierce Consulting Engineers of Fort Worth, significantly enhancing our ability to meet the specific needs of municipalities, public utility districts and electric cooperatives.

Our corporate re-focus on distribution culminated in early 2013 with the establishment of our Distribution Services Business Unit, followed by renewed efforts to recruit, acquire and develop the appropriate designers and engineers.

15 or more years of foundation design experience for transmission and distribution line and substation structures. The experience shall include drilled piers, footings, mat foundations, slabs, retaining and perimeter walls

As noted in section *B.1 Company Information* of this proposal, transmission/distribution line and substation design and related services are core offerings at POWER. We have decades of experience with foundation design, in a wide variety of contexts and across all regions of the country, including drilled piers, footings, mat foundations, slabs, retaining and perimeter walls.

15 or more years of substation layout experience

As evident from section *B.1 Company Information* of this proposal, POWER has more than 15 years of experience in substation layout.

Extensive experience with and be capable of providing analyses and calculations using PLS-CADD, Alcoa SAG, Mathcad and Spida wind loading calculations software.

POWER has experience with and is capable of providing analyses and calculations using PLS-CADD, Alcoa SAG, Mathcad and Spida wind loading calculations.

Established quality control program that includes internal peer review

POWER is known for its quality of work and has a very stringent Quality Assurance and Quality Assurance Program. QA/QC is followed for all deliverables to customers. We can provide more information on the details of this program if desired.

Experience with California seismology and related design requirements

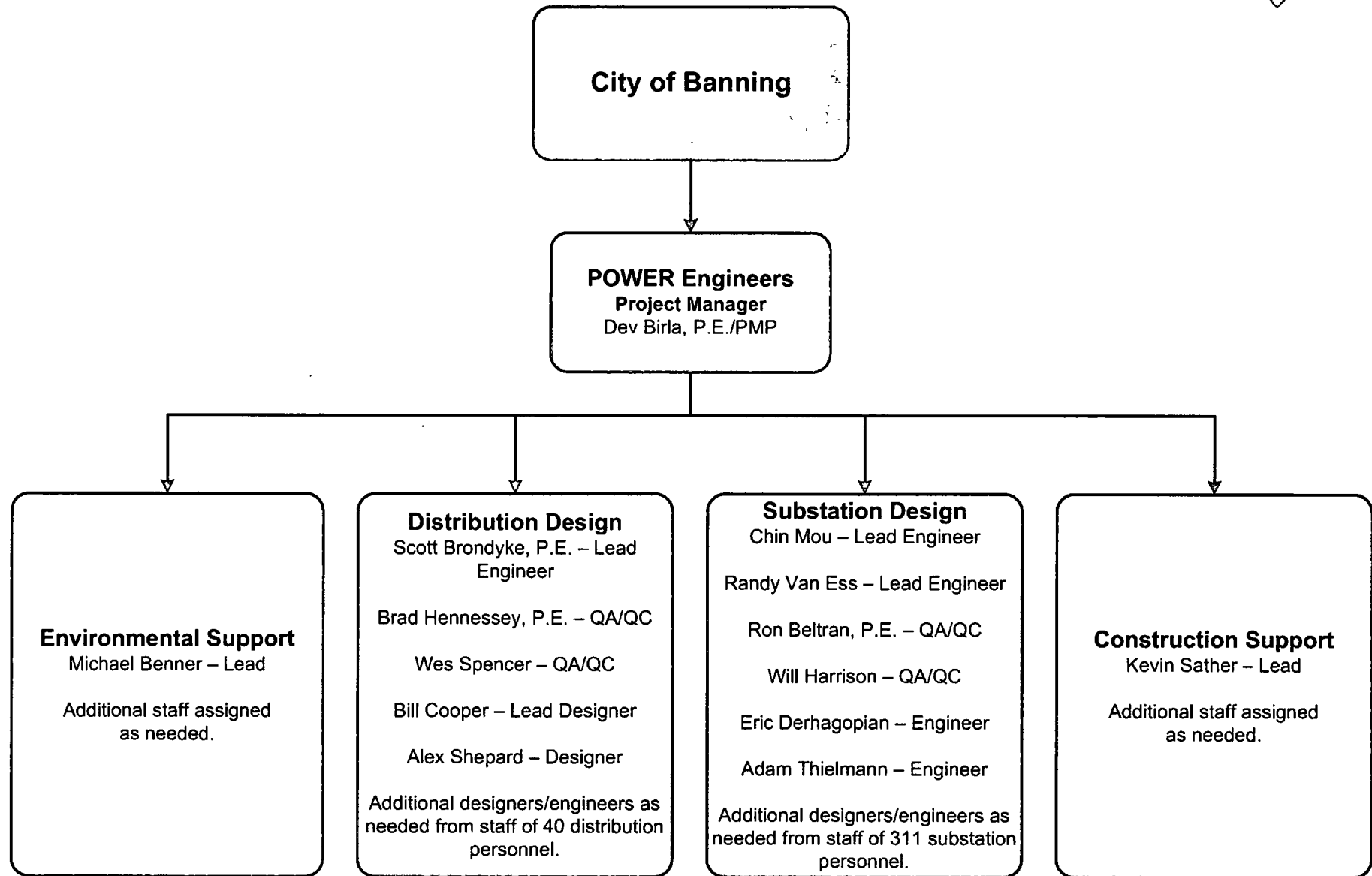
POWER has several civil engineering professionals in our Portland office who are very familiar with and have experience in California seismology and related design requirements. We also have additional capabilities in our Anaheim, San Diego, Boise and Hailey offices in this area.

Understanding of Southern California Joint Pole Committee (SCJPC) procedures

Project Manager Dev Birla is very familiar with SCJPC, having worked as Transmission and Distribution Engineering Manager at Burbank Water and Power, a member of SCJPC. Alex Shepard, one of the Distribution Designers assigned to this project, is also familiar with it. It will not take much effort to understand its operation.

B.3 PROJECT TEAM

City of Banning – Engineering Services for Substation 12kV Conversion Project Organization Chart



RESUMES

472

DEV BIRLA, P.E./PMP
SENIOR PROJECT MANAGER**YEARS OF EXPERIENCE**

33

EDUCATION

- > M.S., Electrical Engineering, Communications and Controls, California State University, Los Angeles, 1987
- > B.S., Electrical Engineering, Punjab University, 1970

AREAS OF EXPERTISE

- > Overhead and underground line design and construction
- > Distribution and customer GIS substations
- > Distribution planning
- > Energy Control Center Operations

LICENSING

- > P.E., Electrical: California
- > Project Management Professional

SPECIAL TRAINING

- > Relay Protection, IEEE Short Technical Courses

CERTIFICATION

- > Project Management Professional

EXPERIENCE SUMMARY

Mr. Birla is an electrical engineer with extensive experience leading and managing power delivery projects from inception to close-out including planning, design, and construction. He enjoyed a successful career at Burbank Water and Power (BWP) for 31 years before retiring as Transmission and Distribution Engineering Manager. He managed hundreds of projects for BWP including distribution design, such as starting the conversion of the distribution system from 4 to 12 kV, design and construction of new substations and transmission lines, conversion of existing distribution overhead lines to underground lines, and customer stations with budgets up to \$25 million per year.

Mr. Birla was responsible for the modernization of BWP's engineering and work practices by introducing the design-build concept for substations and safer and easier to use transmission and distribution equipment and devices, such as aluminum conductor and cable, pad mount equipment, pre-molded cable splices and polymer terminators and insulators, etc. He also introduced distribution transformer and pole replacement programs. As a result of these initiatives, BWP has one of the highest reliability levels in the nation and received the American Public Power Association's RP3 award for reliable electric operations three years in a row.

Burbank Water and Power, Distribution Design and CIP, California

Supervising Electrical Engineer responsible for managing distribution overhead and underground line design including customer stations. Reviewed summer feeder peak loads and routed circuits to the areas short of capacity in summer months. Balanced loads on all three phases to prevent circuit overloads and imbalances to prevent power outages. Calculated loads on distribution transformers and issued work orders to replace overloaded transformers to prevent outages and oil spills. Completed installation of pole mounted capacitor banks and adjusted settings of substation voltage regulators to maintain voltage profile at the customers' panels within operating limits. Reduced power outages due to overloading and imbalance of 4,160-volt circuits and improved the voltage profile. Reduced system losses and improved operation of system due to modernization of equipment in the field.

Burbank Water and Power, Distribution Planning, Selection of 12 kV Design Standards and Construction Material and Conversion of Load to 12 kV

Supervising or Senior Electrical Engineer / Project Manager responsible for overseeing the distribution planning, design and construction of the 4 and 12 kV distribution system. Engineered the design and selection of construction materials for 12 kV construction such as poles, cross arms, insulators, overhead primary and secondary conductor sizes and types, size and type of underground cable (for main feeders, laterals and on-site customer

transformation) , cable terminators and splices including surge arresters, pad mount transformers, pad mount switches (live front vs. dead front, air vs. oil or vacuum or SF6) and overhead transformers and overhead switches and disconnects , transformer fuses for overhead and pad mount transformers etc. Developed detailed specifications and standards for major equipment used in line construction. Initiated first conversion of load from 4 kV feeder Town-21 to 12 kV feeder San Jose-14 in 1985 and then continued conversion of large customers loads such as Disney Channel Building and M David Paul building 4 kV circuit Alameda -8 load to 12 kV feeder San Jose-2 and San Jose-5 in 1986. Then all new large spot loads were served from 12 kV underground distribution in the West Olive Area from the Hollywood Way Substation completed in 1988. Most of the 12 kV distribution system is loop system with EPR cable and pad mount transformers and switches. Rebuilding of overhead and underground lines to 12 kV construction standards continued until early nineties for remaining Hollywood way and San Jose circuits including electrical service to Media City Center Mall.

Burbank Water and Power, Burbank Substation Replacement and 34.5 kV Network Upgrade, California

Transmission and Distribution Engineering Manager/Project Manager responsible for initial planning to project closeout including design, construction and reporting progress to BWP Board and the City Council. This project was a multiple-year project with four different phases of the project and involved replacement of an old open-rack substation, 66 years old, located close to the Administration Building. This new 34.5 kV substation replaced a 12.47 kV substation at another location on the BWP Campus. The biggest challenge was layout of equipment on a very small site, line getaways and interfacing with existing underground infrastructure, including coordination of arranging outages with Energy Control Center and Power Plant.

Burbank Water and Power, Conversion of Burbank Circuits from 4 kV to 12 kV

Transmission and Distribution Engineering Manager/Project Manager responsible for managing the overall design and construction of twelve 4 kV Burbank Circuits to 12 kV in a very short duration of three years. The old Burbank Substation had to be relocated, and twelve 4 kV circuits with combination of overhead and underground were rebuilt to 12 kV construction, while the load was transferred from the old substation to new substation in phases. Design and construction was done in-house and in parallel with the construction of the new Burbank Station and upgrade of the 34.5 kV network in the area. Existing pole lines had multiple 4 kV circuits on the same pole line and sometimes under build of 34.5 kV and 69 kV lines both in residential and commercial areas in back property lines with difficult access and in busy public streets with heavy traffic conditions. Each pole was evaluated and determined if it could be rebuilt or needed to be replaced, with new overhead primary conductor, new overhead transformers and secondary/service drop triplex conductors. The same was true for underground, with each and every run reviewed and sometime field verified to see where upgrades to 12 kV were required, such as cable or pad mount transformer replacement with any associated work. There were numerous customer stations with critical loads which had to rebuilt and then cut-over to 12 kV at a later date along with the rest of the 4 kV circuit. New underground conduits and manholes were added and cable and devices installed to connect the old getaways with the new location of the substation.

Burbank Water and Power, Hollywood Way Distributing Station, California

Transmission and Distribution Engineering Manager /Project Manager responsible for overseeing and managing the design and construction of the new Hollywood Way substation. This project was required to accommodate Caltrans addition of off-ramp to SR-134 and involved building a new larger capacity substation adjacent to two existing substations Alameda and Hollywood Way, transfer all loads in 7 years time period by June 2011. That included five 34,500-Volt lines providing bulk power to both substations and have a tie in between and then conversion of twelve 4 kV circuits to 12 kV and transfer of six 12 kV circuits to the new substation. Burbank Community Department funded this project as a matching fund of SR-134 Project. It was an EPC project with very aesthetically pleasing seven position Gas Insulated Switchgear in a pre-fabricated building for 34,500-Volt, 16 position 12,470-Volt metal clad switchgear in a pre-fabricated building with ten distribution circuits, two 56 MVA banks with LTCs on the low side and two 12.47 kV switched capacitor banks. It also include a communication building with Jungle-Mux and RTUs for SCADA monitoring and control.

Burbank Water and Power, Conversion of Alameda 4 kV Circuits to 12 kV Hollywood Way Circuits

Transmission and Distribution Engineering Manager / Project Manager responsible for oversight and management of design and construction for the conversion of twelve 4 kV Alameda circuits, starting April 2004 and continuing until June 2011. The project initially involved rebuilding and conversion of one circuit per year and, later on, 1.5-2 circuits per year. It entailed a very intensive process of evaluation of each pole and facility serviced from Alameda Substation, then distribution planning to decide how each circuit would be configured from existing 4 kV circuits based on estimated load and ties to maintain high reliability to customers. It was followed by design and construction, which included replacement of poles, cross arms, overhead primary conductors, distribution transformers, secondary /service drop triplex conductors.

Burbank Water and Power, Olive Underground Utility District 1, California

Transmission and Distribution Engineering Manager / Project Manager responsible for the formation of the first underground utility district and execution of undergrounding of all overhead facilities. This project was along Olive Avenue from I-5 bridge to Victory Blvd and then along Lake Street from Olive Avenue to Magnolia Blvd a- approximately 4000 feet and in close proximity to BWP campus. Per City Charter formation of the underground district involved three steps and including two public hearings with proper noticing and posting of signage in the proposed underground utility district. The overhead facilities were owned by BWP (power and street lighting), Charter Communications (cable), ATT (telephone and cable) and Verizon wireless (telephone). Common trench was used and cost shared by all parties. Implementation was done in two phases within 30 month duration and total cost of \$3.5 million. The biggest challenge was coordination with the telephone and cable company for execution of their portion of work and reimbursement of funds from them.

**SCOTT BRONDYKE, P.E.
SR. DISTRIBUTION ENGINEER****YEARS OF EXPERIENCE**

8

EDUCATION

- > B.S., Electrical Engineering, Western Michigan University, 2003

AREAS OF EXPERTISE

- > Distribution planning, protection and design

LICENSING

- > P.E., Electrical: Michigan

HARDWARE/SOFTWARE

- > ArcGIS: Mapping software
- > Cyme: Load flow analysis
- > OMS: Outage Management Software
- > MicroStation: CAD software
- > SAP: Business management software

EXPERIENCE SUMMARY

Mr. Brondyke is an experienced electrical engineer with expertise in design, planning and performance. His professional background includes work for a large public utility, where he was responsible for the design, planning and performance of low-voltage distribution lines. Mr. Brondyke also has provided substation technical support, including testing substation equipment, investigating equipment failure causes, planning future tests and inspections of substation equipment, and evaluating test results. He has created project scopes based on current and future loading, evaluated pole locations, negotiated easements and acquired permits, and created design drawings and documents.

AEP, Sag Study Program, Multiple States

Project Manager responsible for tracking progress of transmission engineering, distribution engineering, right of way, and environmental on 150 sag study projects. The program is seeking to remedy any locations of concern that are caused by the increasing the maximum operating temperature of the 138 kV and 345 kV transmission lines. Duties include tracking the progress of all groups in the project, communicating between multiple groups, running meetings, and being the central point of contact for the program.

Consumers Energy, Newburg Distribution Line Voltage Conversion Project, Michigan

Senior Engineer responsible for planning and designing a multiyear voltage conversion of Newburg substation, from 11 kV delta to 14.4/24.9 kV wye, with a project cost of more than \$4 million. The project sought to increase circuit reliability by converting to a more common voltage and by creating more load transfer points with nearby substations. Duties included designing multiple projects covering 15 line miles, creating all project drawings, sizing all fuses, scheduling outages, obtaining easements and permits, and working as technical support with the line crews.

Consumers Energy, Kipp Road-Dexter Trail Automation Loop, Michigan

System Protection Engineer responsible for planning and implementing a five-device automation loop between Kipp Road and Dexter Trail substations. The project sought to limit customer outages by automatically transferring load between the two substations if a fault occurred. Duties included programming the protective settings into the automation devices and substations, creating a restoration plan for the devices after an operation, and working as technical support with the line crews, engineers and technicians.

Consumers Energy, New Haven Sub Exits and Reconductoring, Michigan

Senior Engineer responsible for planning and designing new sub-exits and reconductoring three miles of line. Larger conductor and new sub-exits were needed to accommodate increased load in the area and a larger bank in the substation. Duties included creating all drawings, ordering material, sizing all fuses, scheduling outages, obtaining easements and permits, and assisting the crews with technical knowledge.



BRAD HENNESSEY, P.E.
SR. DISTRIBUTION ENGINEER

YEARS OF EXPERIENCE

7

EDUCATION

- > B.S., Electrical Engineering, Montana State University, 2007
- > Minor, Math, Montana State University, 2007

AREAS OF EXPERTISE

- > Underground transmission and distribution systems
- > Trenchless design systems
- > Wind farm renewable underground collection systems

LICENSING

- > P.E., Electrical: Arizona
- > P.E., Electrical: Idaho
- > P.E., Electrical: Oregon
- > P.E., Electrical: Texas
- > P.E., Electrical: Washington

HARDWARE/SOFTWARE

- > MicroStation
- > AutoCAD
- > CYMCAP
- > Pull Planner
- > Drill Path

EXPERIENCE SUMMARY

Mr. Hennessey works as a Project Engineer for underground and overhead distribution systems. His primary responsibilities include developing system layouts, equipment selection, system modeling and analysis. He is experienced in a variety of distribution disciplines including new construction, overhead to underground conversions, network design, system upgrades and electrical modeling. Mr. Hennessey is well versed in overseeing multidiscipline design teams and has proven capable of managing a project from conception to completion. Prior to joining POWER, Mr. Hennessey gained valuable field and engineering experience working on both underground and overhead lines at distribution and transmission voltages.

PB Americas, Alaskan Way Viaduct Replacement, Washington

Design Engineer providing engineering support including back checking of drawings and specifications. POWER was the Utility Engineer responsible for the planning and design of temporary and permanent relocations of Seattle City Light's transmission, distribution and service lines impacted by the replacement of the Alaskan Way Viaduct along Seattle's waterfront district. The project involved lines at 115 kV, 26 kV and 13.8 kV and 480 Volts. POWER's on-site team, assisted by staff engineers, completed planning, conceptual design, system modeling, and system studies for the various design options, and the production of final design drawings and specifications for construction. POWER is currently providing Owner's Engineer support to WSDOT for tunnel relocation design and oversight. The multi-billion dollar project is scheduled for completion in 2015.

Eugene Water and Electric Board, Feasibility Study, Oregon

Project Engineer responsible for overseeing a feasibility study for upgrading or replacing EWEB's existing, aging network distribution system. Phase One of the project consists of evaluating the current state of the system, re-designing the primary 12 kV network feeder configurations, developing a conceptual radial system for replacement, and providing an engineering analysis and subsequent recommendation for detailed design. The design also takes into account system and voltage optimization, automated switching, and equipment monitoring systems to maintain the high system reliability current achieved with the network system.

Iberdrola USA (IBR) RGE 612 K&N Circuit Upgrade, New York

Project Engineer responsible for overseeing the cable ampacity modeling and design to ensure new steady state and emergency loading conditions could be met. Helped IBR obtain field survey data for completion of the cable installation and cut-over plan and assisted with construction support. Worked with substation engineers to design the substation get-a-ways and to ensure connections to equipment were feasible. POWER worked with IBR to

478

perform cable replacement and circuit uprating for two primary feeders in Rochester, New York. The feeders, 612 K and N, operate at 11.5kV and traverse nearly 8,000 feet providing low side tie points between two substations. Because of load growth, the cables were being driven beyond their designed loading and seeing premature failures. To alleviate the problem, POWER performed cable ampacity modeling, developed a cable replacement plan to increase capacity of the circuits, and assisted IBR with construction support. Further, POWER helped revise the substation connections, reviewed the feeder protection, and provided recommended modifications to ensure reliability of the circuits.

Seattle City Light, SCL - Denny Way Substation Project, Seattle, Washington

Transmission Line Engineer responsible for coordinating the engineering design and resources to complete the Denny Substation to Massachusetts Substation 230 kV feasibility study and subsequent 30% Downtown Sound Transit Tunnel design. Also designed the 115 kV and 230 kV XLPE bus ties from the GIS switchgear to each transformer, and the 115 kV HPFF Broad to East Pine tap that will serve as the substation's first energized lines. A new pumping plant and cathodic protection system were designed for the tap. Seattle City Light is designing its first new electrical power substation in 30 years. The substation and its related new transmission lines and distribution systems in downtown Seattle will serve high-load commercial users such as Amazon, Vulcan and the University of Washington, as well large medical centers and high-rise urban residential neighborhoods. When finished it will feature a GIS substation with 230 kV, 115 kV, 26 kV and 13.8 kV equipment inside a highly compact footprint with extensive architectural screening. The project includes changes to an existing 115 kV HPFF line, a new 3-mile overhead/underground 115/230 kV transmission line, and a distribution network featuring 40 new underground feeders and associated duct bank systems. SCL selected POWER and its 18 subconsultants for this highly complex, large-scale project based on a proven track record of successful collaboration with multiple team members, in-house expertise with a broad range of engineering skill sets, the ability to successfully manage large project teams from development through implementation and talent working with the local neighborhoods and coalitions. The project is currently in the permitting and preliminary design phase and will be constructed in two phases between 2014 and 2020.

EDP Renewables North America LLC, Kittitas Wind Farm Collector System Electric Design, Ellensburg, Washington

Design Engineer responsible for design of the 34.5 kV collector system. Provided full layout and all design calculations, estimates and specifications. The wind farm consists of 61, 1.67 MW turbines installed near Ellensburg, Washington. POWER's responsibilities included design of the four-circuit collection system, collector substation and tie to the interconnecting switchyard. POWER's design responsibilities included material specification, load flow and ampacity calculations, protective relay settings and communications interface.

Iberdrola Renewables, Hardscrabble Wind Project, New York

Lead Collection Systems Engineer responsible for the design of the 34.5 kV

underground cable system. The Hardscrabble Wind Project generates over 74 megawatts of electricity, produced by 37 Gamesa G90 2 MW turbines. The wind farm, located in Herkimer County, was built and is owned and operated by Iberdrola Renewables. In addition to the turbines, the project consists a 34.5 kV collection system feeding into a 230/34.5 kV collector substation that interconnects to National Grid . POWER provided complete detailed design for the underground and overhead collection system, the collector substation, and the SCADA/communications system. POWER also developed procurement specifications for project components we designed.

**Iberdrola Renewables, Juniper Canyon Wind Project,
Washington**

Lead Collection Systems Engineer responsible for the design of the 34.5 kV underground cable system. The project generates over 150 megawatts of electricity, produced by 63 Mitsubishi 2.4 MW turbines. The wind farm, located in Klickitat County, was built and is owned and operated by Iberdrola Renewables. In addition to the turbines, the project consists of a 34.5 kV collection system feeding into a 230/34.5 kV collector substation that interconnects to BPA. POWER provided complete detailed design for the underground and overhead collection system, the collector substation, and the SCADA/communications system. POWER also developed procurement specifications for project components we designed.

**NorthWestern Energy, Cottonwood Canyon Line Extension,
Montana**

Design Engineer responsible for designing, permitting and staking of an approximately one-mile, three phase, 12 kV overhead line extension. The project was required for current and projected growth in the Cottonwood Canyon Area near Bozeman. Line construction was based on wood pole and crossarm design with transformers, underground risers and services being located as required. The line also had reclosures that were replaced and re-coordinated for the additional equipment/services.

**NorthWestern Energy, Fallon Street Commercial Complex,
Montana**

Design Engineer responsible for the design of a loop-feed underground 12 kV commercial complex. The complex was being developed for mixed use commercial buildings with 10 building sites. All building sites were developed for three phase services and parking lot lighting. Normal open/closed locations and sectionalizing locations were established to increase reliability to the complex. Coordination with gas, water, sewer and communications was performed throughout all phases of design and construction.

**NorthWestern Energy, Ferguson Avenue Subdivision Expansion,
Montana**

Design Engineer responsible for the design of a 159-lot residential subdivision. The design utilized a 12 kV three phase backbone feeder with single phase taps being used to loop-feed different sections of the subdivision. All feeders, including the backbone, had multiple tap points and sectionalizing locations. Design included transformer sizing and siting,

primary and secondary junction box sitting, and individual service design. Coordination with gas, water, sewer and communications was performed throughout all phases of design and construction.

NorthWestern Energy, Valley Center Commercial Complex, Montana

Design Engineer responsible for design of a 12 kV, three phase, underground system to feed 12 commercial customers. Customers included two hotels, two restaurants and three retailers with the rest of the lots yet to be sold. The design was split between two primary areas with each area being served by a loop-feed system. Sectionalizing locations for reliability and future services were located as needed within the acquired easement. Transformers were sized and sited for the current loads, and all services were designed. One hotel utilized primary metering requiring a specialized 12 kV PT/CT enclosure. Coordination with gas, water, sewer and communications was performed throughout all phases of design and construction.

NorthWestern Energy, Springhill Road Line Extension, Montana

Design Engineer responsible for the design of a combination overhead and underground line extension. The line was approximately 1.5 miles, consisting of a half-mile of 12 kV, three phase underground, with the rest being three phase and single phase overhead. Underground construction was open cut with all road crossings utilizing horizontal directional drilling. Sectionalizing locations were placed along the route for future services and increased reliability. Overhead design was wood pole and crossarm construction. The entire line extension was designed for joint use with communications. Water and sewer did not require coordination as the project was in the county, and each landowner had their own well and septic system.

NorthWestern Energy, Cottonwood Road Widening Project, Montana

Design Engineer responsible for the 12 kV overhead line design for the widening of Cottonwood Road in Bozeman. Responsibilities included line design, preliminary and construction staking, permitting, easement acquisition, and utility coordination. The design was a three-phase, wood pole and crossarm design with equipment, underground risers and services being located as necessary. The design also took into account the existing line needing to remain in service during construction and the cut-over sequence used to transition to the new line. All construction was coordinated with other utility work and with the construction process of the road widening effort.

NorthWestern Energy, Residential and Commercial Services, Montana

Design Engineer responsible for the northwest region of Bozeman for all new residential and commercial service. Services consisted of overhead and underground, single and three phase service. Worked with customers to determine service requirements, service routing and coordination of work. Also worked with contractors for temporary construction power prior to permanent services being installed. During peak construction periods design of 60+ services per month were processed and constructed.

**WES SPENCER
PROJECT MANAGER****YEARS OF EXPERIENCE**

40

EDUCATION

- > M.B.A., Florida Institute of Technology
- > B.S., Electrical Engineering, Georgia Institute of Technology

AREAS OF EXPERTISE

- > Distribution system design, installation, and operation
- > Project management
- > Construction coordination and inspection
- > Reliability analysis
- > Problem identification and resolution
- > Organization and management skills in field or office environment

AFFILIATIONS

- > IEEE Insulated Conductors Committee
- > IEEE Power & Energy Society

EXPERIENCE SUMMARY

Mr. Spencer is a project manager with extensive background relating to electric utilities, suppliers, and power consumers. He has experience in project management and utility field and corporate engineering including line design and system operations. He has been involved with projects encompassing concurrent designs and construction of multiple systems including substation, transmission, and distribution. Mr. Spencer also possesses experience in power system analysis relating to service reliability and customer satisfaction. He has led a consulting firm that provided services to power consumers and utilities in the areas of power quality, customer service, and problem resolution. He has delivered legal testimony as an expert witness on applicable codes, utility line design, construction, and operations.

Florida Power Corporation, Distribution System Design and Management, Florida

Senior Engineer for predecessor company to Progress Energy Florida. Developed corporate engineering and material standards, line construction specifications, operational policies, and special programs. Provided counsel and assistance to other corporate departments and made formal presentations to outside agencies on legal, rates, and tax matters.

Florida Power Corporation, System Engineering and Operations, Florida

Engineering Supervisor responsible for the design, installation, and operation of electrical power distribution systems and certain aspects of substations and transmission systems. Managed engineering and support personnel. Directed line crews as on-call supervisor. Directed emergency restoration operations after major weather or catastrophic events such as a transformer fire that totally disabled a substation for several weeks. Specific responsibilities for the distribution system included new service line extensions, feeder load flow analysis, feeder upgrades, reliability, coordination and protection, and general system maintenance. Additional responsibilities included analyzing new transmission line routes, managing distribution/transmission interface as transmission lines were built, working with substation engineering for major substation projects, and providing coordination and site inspections of substation construction.

Seattle City Light, SCL - Denny Way Substation Project, Seattle, Washington

Distribution Project Engineer responsible for coordinating all distribution activities for this substation with other SCL work and networks in the area. Duties include developing the electrical design and coordinating the direct network civil ductbank design with subconsultants, developing the cable

routing and support systems designs for vaults under distribution switchgear in substation, and developing the cut-over sequence to transfer existing transformers and secondary network systems from Broad substation feeders to Denny substation feeders. Seattle City Light is designing its first new electrical power substation in 30 years. The substation and its related new transmission lines and distribution systems in downtown Seattle will serve high-load commercial users as well large medical centers and high-rise urban residential neighborhoods. When finished it will feature a GIS substation with 230 kV, 115 kV, 26 kV and 13.8 kV equipment inside a highly compact footprint with extensive architectural screening. The project includes changes to an existing 115 kV HPFF line, a new 3-mile overhead/underground 115/230 kV transmission line, and a distribution network featuring 40 new underground feeders and associated duct bank systems. POWER is overseeing 21 subconsultants, providing preliminary and detailed design of the substation, distribution and transmission systems, conducting electrical studies and assisting with equipment specifications.

PB Americas, Alaskan Way Viaduct Replacement, Washington

Project Manager for POWER's on-site engineering team. POWER was the Utility Engineer responsible for the planning and design of temporary and permanent relocations of Seattle City Light's transmission, distribution and service lines impacted by the replacement of the Alaskan Way Viaduct along Seattle's waterfront district. The project involved lines at 115 kV, 26 kV and 13.8 kV and 480 Volts. POWER's on-site team, assisted by staff engineers, completed planning, conceptual design, system modeling, and system studies for the various design options, and the production of final design drawings and specifications for construction. POWER is currently providing Owner's Engineer support to WSDOT for tunnel relocation design and oversight. The multi-billion dollar project is scheduled for completion in 2015.

Seattle City Light, Massachusetts-Union 115 kV SCFF to XLPE Conversion, Washington

Project Manager for the designs for replacement of the section of two 115 kV circuits of self-contained fluid filled (SCFF) cable with XLPE cable. POWER designed the replacement of 7,800 feet of two 115 kV circuits of self-contained fluid filled cable (SCFF) with new XLPE cable. The SCFF was suspended under a state highway 99 viaduct in downtown Seattle and was removed as part of a multi-year Alaskan Way Viaduct & Seawall Replacement Program. The conversion was completed in three phases over several years. Replacement of about 4,000 feet of SCFF with XLPE along with the installation of two SCFF/XLPE transition splices at the south was completed as part of the PB Americas project. Replacement of 2,000 feet of XLPE in a permanent duct bank at the north was designed by POWER as a separate project. The 1,800 feet of SCFF in the middle section needed to be temporarily relocated to allow tunnel construction. POWER's solution implemented by the tunnel designer/builder included pulling forward some XLPE cable installed in phase 1 into a temporary position suspended under the viaduct. This saved the purchase of 6,000 feet of cable, allowed for the removal of the transition splices, and kept the construction of the 57' diameter tunnel on schedule. POWER provided extensive construction support and strong project coordination for the north end project, the tunnel D/B project, and several other concurrent projects that all had direct impact on each other. All projects were completed on schedule.

WILLIAM COOPER
SR. DISTRIBUTION DESIGNER**YEARS OF EXPERIENCE**

41

EDUCATION

- > Course Work, Electrical Engineering, Idaho State University
- > Course Work, Electrical Engineering, Brigham Young University-Idaho

AREAS OF EXPERTISE

- > Program and Project Management
- > AutoCAD engineering and design
- > Cost estimating
- > Training and facilitation
- > Budget preparation and management
- > Personnel management

EXPERIENCE SUMMARY

Mr. Cooper works in the design, construction and maintenance of overhead and underground transmission lines. Much of his experience derives from his 34 years working for Idaho Power Company. In his various roles with that company he managed line operations and budgets, supervised teams, prepared work orders for line construction, and developed design estimates. As a team leader for designing new work management programs, he played a key role in designing the Passport program for electric utilities and facilitated the company wide transition to the new system. He is familiar with the latest design software applications.

City of Riverside, Subtransmission Project, California

Designer responsible for overhead and underground distribution circuits, working with transmission engineering to supply 69 kV within the city. Underbuild design included assemblies, details and material lists for construction and cutover of some circuits to supply power to existing residential and commercial customers. Worked with the city to maintain construction standards for the new lines.

Tesoro, Salt Lake City Refinery, Utah

Designer responsible for distribution overhead circuits within the refinery. The project included replacement of bare open wire circuits and installation of new circuits to power distribution centers throughout the refinery. Designed 13.8 kV circuits to each power distribution center using shielded cable lashed to messengers overhead, and temporary 46 kV circuits overhead using Hendrix-type construction to maintain substation power until cutover of circuits to new Rocky Mountain Power substation. Worked with engineers on routing new lines to each power distribution center and routing of the new 4160V out of the power distribution centers to existing and new loads. Routed new fiber optic cable to the power distribution centers.

Michels Power, 12.5 kV Overhead Supply Line, Nevada

Designer responsible for new two-mile overhead distribution 12.5 kV supply line from Nevada Energy line to new photovoltaic (PV) site substation for construction power. Designed underground primary metering package and underground primary to padmount transformers at three sites along the new line. Worked with Nevada Energy engineers and substation engineers to supply needed power to the construction site.

Tesoro, Substation No. 9, California

Designer responsible for distribution design for a new substation. Responsible for the design of a triple circuit of 2300 V to connect existing circuits from the old substation #9 to the new substation #9. Responsible for

creating detailed drawings, the materials list, and structure list.

Idaho Power Company, New Willis Substation Distribution Feeders, Idaho

Construction Manager responsible for the design, drafting, materials and work orders using Idaho Power's systems, AutoCad, AUD, and Passport. Responsible for the design of double circuit 795 MCM AL 12.5 kV distribution for 1 mile north, 1 mile east, and 3 miles west of the new substation. The underbuild was on a 138 kV line coming into the new substation from 3 miles west. Worked with the contractor on materials and design throughout the duration of the project.

Idaho Power Company, 34.5 kV Distribution Feeder Relocation and Rebuilds, Idaho

The project scope included right of way acquisition for a new 230 kV line from Mountain Home, Idaho – Kuna, Idaho. Responsible for the design, drafting, materials and work order using Idaho Power's systems, AutoCad, AUD, and passport. Designed 26 miles of rebuild and underbuild on the 230 kV and 69 kV line. One 20 mile portion of the line is relocation and one 6 mile portion is underbuild.

Chevron, Quarry Substation and Second Feeder, California

Responsible for the creation of material lists, structure lists, plan drawings, and one line drawings and detail drawings. The project consisted of extending fiber optic cables in cable trays and pole lines with 12.5 kV line extensions from Substation #3 to the New Quarry Substation site and from the New Quarry Substation site to the Salt Water Substation.

Chevron, YLN Reroute, California

Designed a double circuit 12.5 kV line to replace a section of existing 12.5 kV line being removed for the construction of a new substation. Responsible for the detailed drawings, plan drawings, materials list, and structure list for the project.

Chevron, Cracking #6 Substation 115 kV Transmission Line, California

Involved in the design of a 12.5 kV distribution system from the new Substation #6 to five other substations including fiber optics for controls. The system required a redundant feed to each of these locations. Created detailed drawings, plan drawings, one line drawings, the materials list, and a structure list.

Idaho Power Company, Right of Way Agent, Idaho

Responsibilities included ensuring compliance with easements and right of way permits throughout Idaho, preparing new easements, filing right of way permits, and approving easements written by others.

**ALEX SHEPARD
DISTRIBUTION DESIGNER****YEARS OF EXPERIENCE**

13

EDUCATION

- > Course Work, University of Texas at Austin, 2000

AREAS OF EXPERTISE

- > Overhead and underground distribution design
- > AutoCAD engineering and design
- > Fiber optic and cable communications
- > Underground duct banks and manhole installations
- > Load analysis
- > Pole loading

SPECIAL TRAINING

- > ArcFM, CPS Energy, 2007

HARDWARE/SOFTWARE

- > ArcFM
- > MicroStation
- > AutoCAD
- > GEOPAK
- > O-Calcul

EXPERIENCE SUMMARY

Mr. Shepard is experienced in underground and overhead distribution design (pole replacements, line extensions, transformer installations, fiber optic and cable communications, underground duct banks and manhole installations). He is adept with AutoCAD, MicroStation, ArcFM and a variety of other design tools. Mr. Shepard is experienced in a variety of distribution disciplines, including new construction, overhead-to-underground conversions, system upgrades and electrical modeling. He performs field staking, surveying support and a wide range of construction support activities.

**Oncor Electric Delivery, Exchange Parkway Road Widening
Overhead and Underground Relocation Design, Texas**

Senior Designer responsible for relocation design of Oncor overhead and underground electric facilities for a road widening project by the City of Allen, Texas. Duties included design in Oncor DIS System to install 21 utility poles, remove 14 utility poles, and install two primary pull boxes. Other duties included the creation of plan drawings for city permitting, material and cost estimation, and coordination with other utilities.

**Oncor Electric Delivery, US-75 Overhead Relocation Design,
Texas**

Senior Designer responsible for the relocation design of Oncor overhead electric facilities along US-75 due to TxDot's plan to install multiple deceleration lanes along the access road. Duties included design in Oncor DIS system, and plan designs in MicroStation for TxDot permits. Other responsibilities included material and cost estimation, and coordination with other utilities in the area. Represented Oncor at all TxDot utility coordination meetings.

**Oncor Electric Delivery, Hwy. 121 Overhead Relocation Design,
Texas**

Senior Designer responsible for the relocation design of Oncor overhead electric facilities along a two-2 mile stretch of Highway 121 due to a TxDot highway improvement project. Duties included design in Oncor DIS system, and plan designs in MicroStation for TxDot permits. Other responsibilities included material and cost estimation, and coordination with other utilities in the area. Represented Oncor at all TxDot utility coordination meetings.

**Oncor Electric Delivery, Hwy. 720 Overhead Relocation Design,
Texas**

Senior Designer responsible for the relocation design of Oncor overhead electric facilities along Highway 720 for a two-mile TxDot road widening

project. Duties included design in Oncor DIS system, and plan designs in MicroStation for TxDot permits. Other responsibilities included material and cost estimation, and coordination with other utilities in the area. Represented Oncor at all TxDot utility coordination meetings.

Texas Utility Engineering, Distribution Engineering, Texas

Manager of Underground Engineering responsible for developing a corporate growth strategy, marketing strategy and employee benefits program. Participated in overhead and underground distribution design, pole replacements and substation design for Rio Grande Electric Cooperative and CPS Energy. Other duties included designing overhead line extensions, padmount and aerial mount transformer installations, underground feed streetlights, and primary and secondary riser relocations; designing fiber optic and cable communications lines; completing plan and profile drawings for Texas Department of Transportation permits; and designing underground duct banks and manhole installations.

Texas Department of Transportation, Highway 46 Relocation Project, Texas

Senior Designer responsible for relocation design of AT&T underground fiber optic and copper cable facilities over a two-mile stretch of highway for a state road widening project in New Braunfels. Duties included creation of plan and profile drawings, creation of bore details, acquisition of state permits, material and cost estimation, and coordination with other utilities and state and local government entities. Represented AT&T at all project utility coordination meetings.

CPS Energy, Texas MedClinic OH and UG Distribution Line, Texas

Senior Designer responsible for design of a new 35 kV overhead and underground line to service the new Texas MedClinic in San Antonio. The project also included the design of a one-mile overhead double circuit, 556kcmil AAC line for future growth of a new business park being constructed next to the MedClinic. Duties included acquiring city and county permits, meeting and coordinating with land developer, and material and cost estimation. Represented CPS Energy at all project utility coordination meetings.

CPS Energy, Alamo Stadium OH and UG Line Extension, Texas

Senior Designer responsible for design of overhead and underground line extensions to feed two new padmount transformers. The project included design and placement of eight utility poles, 1,200 feet of 35 kV 336kcmil AAC overhead line, and two underground duct banks with #2 AWG cable. The project also included acquisition of city permits, coordination with city contractors, coordination with other utilities in the area, material and cost estimation, charge letter submittal to the City of San Antonio, and scheduling of CPS construction crews. Represented CPS Energy at all project utility coordination meetings.

CPS Energy, Brooks City Base UG Distribution and Street Lights, Texas

Project Lead responsible for design review of a new 35 kV underground duct bank system to feed three padmount transformers, as well as the design of 24-250 W underground feed streetlights. Responsible for cost and material estimates, underground crew scheduling, and design training. Represented CPS Energy at all project utility coordination meetings.

Rio Grande Electric Cooperative, Fort Bliss OH to UG Conversion, Texas

Senior Designer responsible for creating designs to convert existing 12 kV overhead facilities to underground along Sergeant Major Blvd. for six miles. The project included one 750kcmil underground feeder, two four-way switches, conduit for future feeder circuits, two 600A switches and 10 padmount transformers. The project also included converting customers to underground services, adding new facilities for undeveloped property, scheduling outages and working with survey crews.

CPS Energy, Engineering Planning, Texas

Engineering Planner responsible for delivering power to new businesses. Duties included performing load analyses, designing routes in MicroStation, utilizing NESC guidelines to determine cable locations, and coordinating with onsite project managers.

Grande Communications, Engineering Planning, Texas

Engineering Planner responsible for planning jobs for pole replacements to enable routes to link the fiber network. Duties included performing site visits to verify adequate spacing for fiber on utility poles, utilizing guidelines to determine cable locations.

CHIN PANG MOU
PROJECT ENGINEER**YEARS OF EXPERIENCE**

8

EDUCATION

> B.S., Electrical Engineering, University
of California, San Diego, 2005

AREAS OF EXPERTISE

- > Electrical design
- > Physical design
- > Protective relaying
- > Budgeting
- > Scheduling

LICENSING

> Engineer in Training: California

HARDWARE/SOFTWARE

- > MAGIC
- > ISIRIM
- > Cadence
- > SPICE
- > Pspice
- > MATLAB

EXPERIENCE SUMMARY

Mr. Mou is an electrical engineer with a specialty in substation design. His responsibilities include preliminary design, detailed electrical design, relay coordination and settings, cost estimates, preparation of equipment and material specifications, construction specifications, bid evaluations, vendor submittal drawing review, adherence to client standards and requirements, and construction support.

**San Diego Gas and Electric, Old Town Substation Rebuild,
California**

Substation Design Engineer responsible for schematic and wiring diagrams, developing bills of materials, training designers on SDG&E's procedures, and interfacing with the client where necessary. POWER provided preliminary and detail design engineering. Design included replacing the 69 kV rack, 12 kV open bus feeders, three power transformer banks, four 15 kV capacitor banks, new control house and new panels with new relaying, communications, DC and AC systems, annunciator, new 230 kV tie line relaying, and RTU. The 12 kV open bus feeders were replaced with two interconnected switchgear line-ups. Scope also included project management, estimating, scheduling, meetings, site visits, engineering and drafting standard adherence, construction support and as-built drawings.

San Diego Gas and Electric, Encinitas Substation, California

Design Engineer for upgrades to the Encinitas Substation. POWER provided engineering services for replacing station 12 kV breakers, upgrading 69 kV tie lines, 12 kV bus and feeder protection, new annunciator and RTU. Scope also included project management, estimating, scheduling, meetings, site visits, engineering and drafting standard adherence, construction support and as-built drawings.

Tesoro, Golden Eagle 230/15 kV Switching Station, California

Design Engineer for the outdoor electrical design. Tasks included preliminary design, preparation of equipment and material specifications, vendor submittal drawing review, detail electrical design (ac/dc schematic, wiring), interfacing design between all parties involved, internal design check, client electrical submittal review, adherence to Tesoro/PG&E standards and requirements. POWER provided preliminary and detailed design engineering, commissioning and a training/operations manual for the new greenfield substation and multi-feeder 15 kV distribution system. The substation has a breaker and one-half configuration.

Southern California Edison, Vincent 500/230 kV Substation, California

Substation Engineer that was part of a team dedicated to performing the QA/QC check on the 230 kV and 500 kV drawing packages prepared by another engineering firm. Responsibilities included project coordination, project scheduling, budgeting, attending design review meetings and performing a detailed design check of the 230 kV and 500 kV schematic and wiring drawings, the bill of materials and cable schedule. Also responsible for ensuring that SCE design standards were adhered to. This joint effort by POWER and Sargent & Lundy was developed to provide SCE with a quality product and design moving into the construction phase for this substation.

Imperial Irrigation District, Ramon Substation 92kV Capacitor Bank Addition, California

Project Engineer responsible for physical, schematic and wiring diagrams, QA/QC, site as-built and interfacing with the client where necessary. POWER provided engineering services for installing a new 92 kV Capacitor Banks and associated equipments at Ramon substations. Scope included physical and electrical design of a 145 kV breaker, a three phase set of potential transformers, a 92 kV Disconnect Switch, a 92 kV zero-crossing breaker, surge arresters on all three phases, inrush reactors and a 33.6 MVAR Capacitor Bank with neutral potential transformers. Developed relay settings based on IID standards and generated as-built information through site visit. Scope also included project management, estimating, scheduling, meetings, engineering and drafting standard adherence, construction support and as-built drawings.

Imperial Irrigation District, 230 kV and 161 kV Relay Upgrade Projects

Project Engineer responsible for schematic and wiring diagrams, QA/QC, site as-built and interfacing with the client where necessary. After conducting a thorough analysis of the IID's 230 kV and 161 kV transmission system protective relaying, POWER was hired to perform a series of projects to upgrade IID's system protection. For these projects POWER is providing services to engineer transmission line protective relay replacements at 14 line terminals on IID's 230 kV and 161 kV systems. Services include demolition drawings for removal of the existing relaying and installation schematics and wiring diagrams to document the new relaying schemes, as well as settings files for all new relays being installed.

Imperial Irrigation District, Carreon Substation, California

Project Engineer responsible for schematic and wiring diagrams, developing bills of materials, test plan documents, and interfacing with the client where necessary. POWER provided engineering services for replacing six DPU relays with primary and backup protection at the Carreon Substation. Design included replacing the six DPU relays with SEL relays. Developed and install additional SEL relays for backup protection. Developed relay settings based on existing settings and generate test plan documents for testing out the new equipments installed. Scope also included project management, estimating, scheduling, meetings, engineering and drafting standard adherence, construction support and as-built drawings.

Imperial Irrigation District, 230 kV & 161 kV Line Relay Protection Replacement Projects, California

Project Engineer responsible for schematic and wiring diagrams, QA/QC, site as-built and interfacing with the client where necessary. POWER provided engineering services for replacing primary and backup line protection relays at several substations which involves a total of six transmission lines. Design included replacing the primary and backup line protection relays, breaker failure, and sync check relays with new SEL relays. Developed relay settings based on existing settings and generated as-built information through site visit. Scope also included project management, estimating, scheduling, meetings, engineering and drafting standard adherence, construction support and as-built drawings.

San Diego Gas and Electric, Master Services Agreement, California

Project Engineer for physical and electrical designs for various substation projects under this general services agreement. Since 2000, POWER has been providing locally based engineering support to SDG&E's substation engineering department to handle its workload for 12 kV through 230 kV facilities. POWER provides design, project management, estimating, scheduling, meetings, site visits, and construction support. Projects have ranged from simple breaker replacements through complex STATCOM installations.

San Diego Gas and Electric, Smart Grid Implementation - Condition Based Maintenance, California

Substation Design Engineer for a multi-year program to design the installation of a broad spectrum of sensors and integrative monitoring and communications gateway equipment on 300 substation power transformers. Responsible for performing the detail design of transformer banks and complete design check. Data from the sensors is being used to determine real-time operating parameters and condition trending that allows full asset utilization and helps predict incipient failure of key transformer components.

Iberdrola Renewables, LLC, Juniper Canyon Wind Project, Washington

Project Engineer responsible for leading the electrical design team, performing and checking electrical detailed design, performing detail check and approval on vendor drawing and design, and providing procurement and construction support. The project generates over 150 megawatts of electricity, produced by 63 Mitsubishi 2.4 MW turbines. The wind farm, located in Klickitat County, was built and is owned and operated by Iberdrola Renewables. In addition to the turbines, the project consists of a 34.5 kV collection system feeding into a 230/34.5 kV collector substation that interconnects to BPA. POWER provided complete detailed design for the underground and overhead collection system, the collector substation, and the SCADA/communications system. POWER also developed procurement specifications for project components within POWER's design scope.

Horizon Wind Energy, Wind Farm Relay Standards, Texas

Substation Engineer responsible for the quality assurance of the development and coordination of 230 kV switchyard, 100 MW and 200 MW collector plant electrical design drawings to be used as the new standard drawing set for development of future Horizon Wind Energy wind farm stations. POWER is providing Horizon with a cohesive drawing package for the electrical design of new wind stations. The intent is that this drawing set will be used by Horizon and their outside contractors to develop a complete electrical package with minimal time and modification. POWER is also coordinating the incorporation of these developed standards into the wind stations currently under construction which relied on previous standards.

Oncor Electric Delivery, Rocky Creek Substation, Texas

Design Engineer responsible for schematic and wiring design. POWER provided engineering services for adding one 138/26.4 kV, 28/36.7/47 MVA transformer with LTC, one high side circuit breaker, one low side MOLB switch, two 26.4 kV feeder breakers, and a bus tie/feeder bypass breaker. Scope also included estimating, scheduling, meetings, site visits, engineering and drafting standard adherence, construction support and as-built drawings.

Oncor Electric Delivery, Troup Substation, Texas

Design Engineer for upgrades to the Troup Substation. POWER provided engineering services for replacing station 69 kV breakers, upgrading the 138 kV line terminal, 69 kV breaker protection and RTU. Scope also included estimating, scheduling, meetings, site visits, engineering and drafting standard adherence, construction support and as-built drawings.

Oncor Electric Delivery, West Levee Switching Station, Texas

Design Engineer for a bay addition to the West Levee Switching Station. POWER provided engineering services for adding a new 345 kV bay which included three 345 kV circuit breakers, 345 kV breaker protections, CCVTs, line trap/tuner, lighting arresters and new RTU. Scope also included estimating, scheduling, meetings, site visits, engineering and drafting standard adherence, construction support and as-built drawings.

RANDAL VAN ESS
PROJECT ENGINEER

YEARS OF EXPERIENCE

14

EDUCATION

- > B.S., Electrical Engineering, California State Polytechnic, 2000

AREAS OF EXPERTISE

- > Conceptual design
- > Physical detailed design
- > Electrical design
- > Quality assurance/quality control
- > Estimating
- > Procurement
- > Installation and commissioning of electrical components
- > Installation and commissioning of project control systems
- > Incident analysis investigation
- > AutoCAD proficiency

LICENSING

- > Engineer in Training: California

EXPERIENCE SUMMARY

Mr. Van Ess brings a solid background of engineering experience for projects involving substation, generation and transmission system interface as well as project control systems. As a project engineer he is responsible for all aspects of his projects from concept to commissioning. He regularly performs conceptual design, physical and electrical detailed design, quality assurance and quality control, vendor support, construction support and some project management duties. In addition to engineering, Mr. Van Ess is experienced in vendor surveillance and quality assurance inspections. He is skilled in incident analysis investigation, root cause determination and reporting for these incidents.

Riverside Public Utilities, Riverside Transmission Reliability Project, California

Project Engineer responsible for substation project management, reporting and controls. Responsible for incorporating client input into the design documents, overseeing production efforts, and providing technical vendor evaluation and guidance. For the project definition phase, generated substation conceptual designs, general arrangement drawings, and construction estimates. Performed rough civil and substation engineering to support conceptual design and site development. The Riverside Transmission Reliability Project is a major upgrade to the City of Riverside's 230 kV and 69 kV electric systems. POWER is providing engineering, environmental and construction support services for the project. Scope includes conceptual and detailed engineering for the new 230-69 kV Wilderness Substation, four new double circuit 69 kV transmission line segments, and upgrades to eight existing 69 kV substations.

City of Vernon, Pabco Transformer & Bus Replacement, California

Project Engineer responsible for overseeing physical and electrical design. POWER provided design for electrical, civil, structural and physical aspects of the project. The project involved replacement of aged 16-7 kV, 3.75 MVA transformers with two new 16 kV-480 V, 5MVA transformers. Metering, SPCC, oil containment and busing were included.

City of Vernon, Matheson Tri-Gas 66 kV Switching Station, California

Project Engineer responsible for proposal, invoicing, design oversight, high level customer interface and QA/QC. POWER provided design for physical, civil, structural and electrical aspects of the project. The project included a two terminal, radially fed switching station with one breaker, switches and metering for a new facility substation.

San Diego Gas and Electric, Borrego 69 kV Substation, California

Project Engineer for modifications to Borrego Substation. POWER provided engineering for addition of a new 69-12 kV transformer, 69 kV circuit switchers, 12 kV bank breakers, 12 kV bus protection, annunciator, RTU and modification of protection scheme. The project also included addition of a power transformer load tap changer and design of the paralleling scheme. Scope also included project management, estimating, scheduling, meetings, site visits, engineering and drafting standard adherence, construction support and as-built drawings.

San Diego Gas and Electric, Smart Grid Implementation - Condition Based Maintenance, California

Project Engineer for a multi-year program to design the installation of a broad spectrum of sensors and integrative monitoring and communications gateway equipment on 300 substation power transformers. Responsible for detail design, quality assurance, and overall project management support. Data from the sensors is being used to determine real-time operating parameters and condition trending that allows full asset utilization and helps predict incipient failure of key transformer components.

San Diego Gas and Electric, 69 kV Ash Substation Rebuild, California

Project Engineer responsible for design oversight, high level customer interface and QA/QC. POWER provided the electrical design to rebuild the 69/12 kV Ash Substation. Major scope items included a new control building and battery, addition of a 69 kV line position and two circuit switchers, complete protection replacement for three 69/12 kV power transformers, three 69 kV circuit breakers, SCADA and annunciator replacement. Work included protection and control design to install new metering and protective relaying.

University of California, San Diego, 69 kV East Campus Substation Troubleshooting, California

Project Engineer responsible for design, high level customer interface and QA/QC. The University of San Diego had been experiencing issues with the alarm/trip functions for a 69/12.47 kV transformer since installation in 2000. POWER was responsible for correcting the paralleling problems and the alarm/trip function issues. Most of the alarm/trip functions were not working or were giving improper indications. POWER completed wire checks of all alarm, trip and SDADA circuits involving the 69 kV OCB and SF6 breakers, the three transformers and the 12.47 kV SF6 breakers.

Oncor Electric Delivery, General Engineering Services, Texas

Project Engineer project documentation, detailed design, QA/ QC and project coordination. POWER works closely with Oncor under a long-term alliance to provide all aspects of transmission and distribution engineering and support services including detailed physical, electrical and civil engineering for substations and transmission lines (overhead and underground); material procurement assistance, permitting and construction support services. In addition, POWER assists with the scheduling and coordination of the

engineering, material procurement and construction for 150-200 projects per year.

Mitsubishi Electric Power Products, St. George 138 kV Substation SVC Upgrade, Utah

Project Engineer responsible for electrical design for a project to design the interface of the St. George 138 kV Substation to a Mitsubishi-designed, thyristor-controlled, reactive compensation system SVC for PacifiCorp. Generated single-line diagrams, current schematics, potential schematics, DC control schematics, building bid package, and panel bid packages. Worked closely with PacifiCorp, the EPC contractor, the power electronics provider (Mitsubishi Electric, Japan), and equipment vendors in order to ensure proper integration of equipment into the Utah Power transmission system using PacifiCorp standard practices. The new system provides -35 to +100 Mvar continuous compensation and 70 to +278 Mvar transient overload compensation. POWER was a subcontractor to Mitsubishi Electric Power Products, the EPC contractor. POWER's scope included complete physical arrangement, busing, foundation, structures, static protection, lighting, grounding, protection and control, wiring, control shelter, station service, testing and commissioning, and fiber optic communications with PacifiCorp.

Mitsubishi Electric Power Products, Rector Substation SVC, California

Project Engineer for the installation of a static var compensator (SVC) at Southern California Edison's Rector Substation. Responsible for electrical interface for design of protection schemes. Helped define single-line diagrams, current schematics, potential schematics, DC control schematics, building bid package, and panel bid packages. Worked closely with SCE, the EPC contractor, the power electronics provider (Mitsubishi Electric, Japan), and equipment vendors to ensure proper integration of equipment into the California power transmission system using SCE standard practices. POWER was a subcontractor to Mitsubishi Electric Power Products, the EPC contractor. The new system provides -120 to +200 Mvar continuous compensation. POWER's scope included complete physical arrangement, busing, foundation, structures, static protection, lighting, grounding, protection and control, wiring, control shelter, station service, relay settings, testing and commissioning, and fiber optic communications with SCE.

Mitsubishi Electric Power Products, Barrow County Substation SVC, Georgia

Lead Electrical Engineer responsible for electrical design of the project. POWER was engineering subcontractor for the EPC installation of the Barrow County static var compensator (SVC) for the Georgia Transmission Corporation. The SVC interfaces with Georgia Power's Winder Primary 230/115/46/25/12 kV substation and is connected by a one-third mile 230 kV transmission line. The SVC provides 0 to +260 Mvar continuous compensation. POWER's scope included physical arrangement, busing, foundation, structures, static protection, lighting, grounding, protection and control, wiring, control shelter, station service, relay settings, testing and commissioning, and fiber optic communications.

Oncor Electric Delivery, West Levee Switching Station, Texas

Project Engineer for a bay addition and infrastructure for the current and future 345 kV underground lines to the West Levee Switching Station. POWER provided engineering services for adding a new 345 kV bay which included structural steel for an underground line termination structure, one 345 kV circuit breaker, 345 kV breaker protection, CCVTs, line trap/tuner, lighting arresters and new RTU. Scope also included estimating, scheduling, meetings, site visits, engineering and drafting standard adherence, construction support and as-built drawings.

Oncor Electric Delivery, Rocky Creek Switching Station, Texas

Project Engineer for establishing a distribution substation at Rocky Creek Switching Station. POWER provided engineering services for adding a new 47MVA distribution substation which included structural steel, one 138 kV circuit breaker, 138 kV breaker protection, 138 kV transformer protection, CCVTs, lighting arresters and a complete 25 kV distribution substation feeder rack. Scope also includes estimating, scheduling, meetings, site visits, engineering and drafting standard adherence, construction support and as-built drawings.

Oncor Electric Delivery, West Roanoke Substation Upgrade, Texas

QA/QC Engineer responsible for physical and electrical design review for line terminal upgrade project. Fault current studies indicated line may become overloaded, necessitating a line terminal upgrade.

Oncor Electric Delivery, South Lufkin Substation Upgrade, Texas

QA/QC Engineer responsible for physical and electrical design review for line terminal upgrade project. Fault current studies indicated line may become overloaded, necessitating a line terminal upgrade. POWER provided engineering services for replacing one 138 kV circuit breaker, line trap/tuner and lighting arresters.

Oncor Electric Delivery, Waco Woodway Substation Upgrade, Texas

QA/QC Engineer responsible for physical and electrical design review for line terminal upgrade project. Fault current studies indicated line may become overloaded, necessitating a line terminal upgrade.

Oncor Electric Delivery, West Waco Substation Upgrade, Texas

QA/QC Engineer responsible for physical and electrical design review for line terminal upgrade project. Fault current studies indicated line may become overloaded, necessitating a line terminal upgrade.

RON BELTRAN, P.E.
SENIOR PROJECT ENGINEER**YEARS OF EXPERIENCE**

24

EDUCATION

- > M.B.A., University of California, Irvine, 1996
- > B.S.E., Electrical Engineering, Stanford University, 1989

AREAS OF EXPERTISE

- > Project management
- > Engineering management
- > Project engineering
- > Substation automation and protective relaying
- > Industrial power systems
- > Electrical system construction and commissioning

LICENSING

- > P.E., Electrical: California

AFFILIATIONS

- > Senior Member, IEEE Power Engineering Society and Industry Application Society
- > National Society of Professional Engineers
- > Society of Hispanic Professional Engineers
- > National Society of Hispanic MBAs

PUBLICATIONS

- > Automatic Transfer Schemes - paper presented at the IEEE Petroleum Chemical Industry Conference in Cincinnati, Ohio, 2008

EXPERIENCE SUMMARY

Mr. Beltran has extensive experience in project management and in all facets of electrical engineering including substation automation and protective relaying in systems from distribution level up to 500 kV. He has served as a Project Manager on substation construction projects with responsibility for design, major equipment specification, construction management and commissioning. Mr. Beltran has managed a diverse collection of personnel in the execution of such projects, including designers, drafters, construction inspectors, engineers, electrical technicians and outside consultants. As a direct employee of large organizations such as Mobil Oil and Pacific Gas and Electric, Mr. Beltran coordinated across these organizations with groups such as engineering, system protection, construction, construction test and operations. Mr. Beltran has also served as an Application Engineer in Protective Relaying for GE and ABB supporting utilities and large industrial clients in the Western U.S.A. in the area of relay settings, scheme design, testing, commissioning, and fault analysis. Mr. Beltran currently serves as a Regional Manager in POWER's Substation Business Unit, managing offices in Anaheim, San Diego, and Phoenix.

Southern California Edison, Numerous Substation Design Projects, California

Served various roles from Project Engineer to QA/QC reviewer on a portfolio of SCE substation design projects throughout their territory. Projects included 66 kV line relaying replacements utilizing GE L90/SEL 311C; and various circuit breaker/transformer bank replacements and a new 220 kV solar interconnection switchyard.

Southern California Edison, Breaker Replacement Projects, California

Served as Senior Electrical Engineer performing QA/QC review of electrical design for projects to replace three 15 kV distribution line breakers and two 66 kV line breakers.

Simbol Minerals, Imperial Irrigation District Interconnection Substation, California

Served as Project Manager on the design and construction of a new 92 kV - 13.2 kV substation for Simbol Materials that interconnects into the Imperial Irrigation District system. Design and engineering includes civil/structural and electrical disciplines as well as the development of relay settings for the 92 kV line; substation transformer; bus differential and 13.2 kV distribution system.

Southern California Edison, Tehachapi Renewable Transmission Project Segments 4-11, California

Served as SCE Project Engineer responsible for all engineering work taking place at Vincent Substation in Palmdale. Responsibility included the technical oversight and schedule management of all aspects of engineering design including civil/structural, architectural, and indoor/outdoor electrical design. The \$100 million project involved the construction of a new control building; remodeling of an existing building to house relaying; installation of temporary control facilities; significant additions/modifications to both the 220 kV and 500 kV bus; the installation of 2 X 200 Mvar 500 kV shunt capacitor banks with hybrid GIS switching breakers; new 48 VDC and 250 VDC battery systems; new digital fault recorder, phasor measurement unit (PMU), and RTU; modification of existing RAS schemes; and associated new 220 kV and 500 kV protective relaying schemes. Relaying schemes utilize SEL (421, 311L), GE (L90/D60/C60), and RFL (9745, 9785) equipment and adhere to SCE standards. The project required significant interface with SCE substation Construction and Maintenance; TDBU Engineering; Operations and Test personnel. Also managed the tasks of outside consultants.

Naval Facilities Engineering Command, Marine Corps Air Station - Yuma 69 kV-12.47 kV Substation, Arizona

Served as Senior Electrical Engineer responsible for reviewing all electrical design drawings, specifications, and calculations for adherence to industry and Arizona Public Service (APS) standards. Served as the liaison to APS on all substation automation and protection issues and was responsible for creating the protective relaying settings and associated documentation for the suite of SEL relays applied on the project including the SEL 351, SEL 387, and SEL 587Z. Relaying applications include transformer protection, Bus protection, and 12.47 kV distribution protection with breaker failure logic. The project also required the configuration of LTCs and transformer paralleling systems and the logic for a 15 kV bus transfer scheme.

Imperial Irrigation District, Hydro Generation Protective Relay Upgrade, California

Served as Project Manager responsible for tasks such as design review and approval; relay settings development, construction management / coordination; and final commissioning. The project involved replacing 23 existing electromechanical relaying systems for generators with microprocessor technology.

NRG Inc., Ivanpah Solar Generating Facility, Owners Engineer, California

Served as a Technical Advisor to review utility interconnection design and coordinate activities with SCE. Project is nearly 300 MW.

Michels Power, Semptra Copper Mountain Solar Farm (CMS 3), Nevada

Project Engineer overseeing the substation design of a 250 MW solar interconnection to LADWP at 500 kV. Work has involved a complete

electrical and civil/structural design as well as supporting calculations and technical specifications for systems and equipment at both 34.5 kV and 500 kV.

Southern California Gas Co. and Solar Reserve, Solar Interconnection Analysis, California

Served as a consultant to provide input on potential grid interconnection for various sized Solar PV plants. Provided conceptual single line diagrams. The location of the potential interconnections is in both SCE and PG&E territory.

Los Angeles Department of Water and Power, Sylmar HVDC Ground Electrode System Study, California

Served as Project Manager on portion to provide system monitoring for a possible new HVDC ground electrode system. Also serving as a Senior Electrical Engineer to provide QA/QC of reports looking at overall feasibility of HVDC ground electrode system off the coast of Malibu.

Pacificorp, Copco 2 Substation - 115 kV Line Relaying, California

Served as the Senior Electrical Engineer responsible for reviewing and approving all electrical design drawings. The project involved the installation of new line and breaker relaying for an existing 115 kV terminal.

Pacific Gas and Electric Co., Relay Upgrade for Midway-Los Banos 500kV Transmission Line, California

Served as the Project Engineer on a job to replace existing solid state relays with a microprocessor-based scheme. Duties included design approval, construction management and field commissioning.

Pacific Gas and Electric Co., Applied Materials 115 kV Transmission Interconnection, California

Served as the Responsible Engineer on a project to provide 115 kV loop connection to the Applied Materials facility. The project required significant coordination with Applied Materials and their engineering consultant. Was responsible for indoor/outdoor substation design, major material specification and coordination with PG&E groups such as system protection, construction and construction test.

Pacific Gas and Electric Co., Herndon Substation Capacity Increase, California

Served as the Responsible Engineer on a project to install a new 420 MVA 230/115 kV 3-Phase Transformer bank at Herndon Substation. The project also involved a complete upgrade of 230/115 kV protection and automation systems along with significant outdoor bus modification and circuit breaker additions. Was responsible for indoor/outdoor substation design, major material specification and coordination with PG&E groups such as system protection, construction and construction test.

Pacific Gas and Electric Co., South San Jose Transmission Reinforcement Project, California

Served as the Responsible Engineer on a project to install line reactors and associated protection on a 230 kV line position. Responsible for indoor/outdoor substation design, major material specification and coordination with PG&E groups such as system protection, construction and construction test.

Pacific Gas and Electric Co., McCall Substation Capacity Increase, California

Served as the Responsible Engineer on a project to install a new 420 MVA 230/115 kV 3-phase transformer bank at McCall Substation. The project also involved a complete upgrade of 230/115 kV protection and automation systems along with significant outdoor bus modification and circuit breaker additions. Was responsible for indoor/outdoor substation design, major material specification and coordination with PG&E groups such as system protection, construction and construction test.

Pacific Gas and Electric Co., Cottonwood Substation SCADA Upgrade, California

Served as the Responsible Engineer on a project to add SCADA functionality on a set of 230 kV Line breakers that connected to the Western Area Power Administration. Duties included coordinating with both WAPA and PG&E personnel on design and construction issues.

Pacific Gas and Electric Co., Los Esteros Substation Conceptual Design, California

Provided the conceptual design for a new 230/115 kV substation that was ultimately built by PG&E. The conceptual design included bus configuration and major equipment layout. Also represented PG&E at numerous community events as the project was going through the approval process.

Pacific Gas and Electric Co., Regional Transmission Planning, California

Served as a Transmission Planning Engineer responsible for maintaining the PSLF load flow model for the southern portion of the PG&E system. Duties included running cases to justify any necessary system improvements and evaluating potential interconnections for their potential impact. Also met with potential interconnection customers to discuss the technical details.

Pacific Gas and Electric Co., Substation Maintenance Supervision, California

Performed a temporary assignment as a Substation Maintenance Supervisor in the Kern region of PG&E. Was responsible for the activities of over 25 substation electricians and relay technicians. Duties also included coordinating system outages to facilitate necessary maintenance on substation equipment. Responsibility included the 500 kV Midway Station.

WILL HARRISON
PROJECT ENGINEER

YEARS OF EXPERIENCE

5

EDUCATION

- > B.S., Electrical Engineering, Ohio University, 2004

AREAS OF EXPERTISE

- > Electrical design
- > Physical design
- > Fiber optic systems design
- > Protective relaying
- > Budgeting
- > Scheduling

EXPERIENCE SUMMARY

Mr. Harrison is a project engineer experienced in substation design with responsibilities ranging from internal design reviews to detailed electrical and physical design. Responsibilities include leading design teams, development and coordination of project schedules and budgets, preliminary and detailed electrical and physical design, quality control, technical support, preparation of equipment and material specifications, construction bid packages and adherence to client standards and requirements.

Burbank Water and Power, Clybourn Substation Phase I, California

Project Engineer responsible for attending project design meetings, project coordination, electrical and physical substation design. The project consisted of electrical and physical design for replacement of two 34.5 kV circuit breakers and addition of one 34.5 kV circuit breaker. Also responsible for revising bus and transformer protection, adding breaker fail protection and rebuilding bus and transformer protection panels.

Burbank Water and Power, Clybourn Substation Phase II, California

Project Engineer responsible for attending project design meetings, project coordination, electrical and physical substation design. The Clybourn-Valley/Clybourn-Winnona line protection upgrade consisted of electrical and physical design for replacement of two 34.5 kV circuit breakers and adding line potential transformers. The project also included revising line protection, adding breaker fail protection and rebuilding line protection panels.

Burbank Water and Power, GIS Preliminary Design, California

Project Engineer responsible for attending project design meetings, project coordination and proposed physical arrangement design. The project consisted of development of a physical (initial and ultimate) arrangement for a 34.5 kV customer substation with a five breaker ring bus, two 34.5-12 kV transformers, transformer oil containment and 12 kV switchgear.

Riverside Public Utilities, Riverside Substation , California

Project Engineer responsible for leading the design teams, attending design meetings, project coordination, electrical substation design and execution of physical design. Project scope included moving line locations, adding a bay breaker-and-a-half arrangement and relay and control panels for new transmission lines to existing 69 kV arrangements.

Riverside Public Utilities, Riverside Transmission Reliability Project, California

Project Engineer responsible for project coordination, electrical substation design and revising transmission line assignments for two substation upgrades. The Riverside Transmission Reliability Project is a major upgrade to the City of Riverside's 230 kV and 69 kV electric systems. POWER is providing engineering, environmental and construction support services for the project. Scope includes conceptual and detailed engineering for the new 230-69 kV Wilderness Substation, four new double circuit 69 kV transmission line segments, and upgrades to eight existing 69 kV substations.

Southern California Edison, Carbogen Substation, California

Design Engineer responsible for executing electrical and physical substation design. Project scope included four 66 kV breaker replacements and the addition of six lightening arrestors to an incoming transmission line.

Southern California Edison, Cameron Substation, California

Design Engineer responsible for executing electrical and physical substation design. Project scope included three breaker replacements and the addition of six lightening arrestors to the transformer and main bus.

Southern California Edison, Vincent Substation QA-QC, California

Substation Engineer responsible for performing the independent quality assurance check on the 230 kV and 500 kV drawing packages prepared by another engineering contractor. Responsibilities included project coordination, project scheduling, budgeting, attending design review meetings and performing a detailed design check of the 230 kV and 500 kV schematic and wiring drawings, bill of materials and cable schedule. In addition to confirming the technical accuracy of the design, responsibilities included verifying that SCE design standards were adhered to, including-drawing presentation, drafting standards and equipment usage.

San Diego Gas and Electric, Clairmont Substation Rebuild, California

Project Engineer responsible for leading the design team, attending project design meetings, project coordination and electrical substation design. The project consisted of electrical design for a 69-12 kV substation, including replacement of ten 12 kV circuit breakers, two 69-12 kV transformers and five 69 kV circuit breakers. Also included installation of a new control house and panels.

San Diego Gas and Electric, Smart Grid Implementation - Condition Based Maintenance, California

Substation Engineer for a multi-year program to design the installation of a broad spectrum of sensors and integrative monitoring and communications gateway equipment on 300 substation power transformers. Responsible for incorporating the design and function of dynamic ratings transformer monitoring equipment. Also aided in incorporating and completing the power

quality assurance and quality control process for designs. Data from the sensors is being used to determine real-time operating parameters and condition trending that allows full asset utilization and helps predict incipient failure of key transformer components.

Silverado Power, 30 MW Solar Generation Interconnection, California

Project Engineer responsible for project coordination, electrical substation design support and quality assurance. The project consists of two (2) solar generation sites (10 and 20 MW) and the development of the interconnection switchyard expandable to a maximum capacity of 90 MW. POWER is providing engineering, construction support and interconnection coordination with the tap utility. Scope includes conceptual and detailed engineering for the two (2) new generation sites, development of the switchyard, protection and control functions and coordination with SCADA communications systems.

Oncor Electric Delivery, Waco West, Texas

Project Engineer responsible for leading the design effort, attending design meetings, project coordination, electrical substation design and execution of physical design. The project scope consisted of 69 kV transmission line equipment replacement, as well as replacement of a 138 kV circuit breaker, switches, wave trap and line panel.

Oncor Electric Delivery, Waco Woodway, Texas

Project Engineer responsible for leading the design effort, attending design meetings, project coordination, electrical substation design and execution of physical design. Project scope included the replacement of 138 kV line terminal equipment to include a circuit breaker, three switches, a 138 kV deadend structure and static line protection.

Horizon Wind Energy, Wind Farm Relay Standards, Texas

Substation Engineer responsible for the coordination and development of 230 kV switchyard, 100MW and 200MW collector plant electrical design drawings to be used as the new standard drawing set for development of future Horizon Wind Energy wind farm stations. POWER is providing Horizon with a cohesive standard drawing package for the electrical design of new wind stations with the intent that Horizon's outside contractors develop a complete electrical package with minimal time and modification. POWER also coordinated the effort to incorporate these standards into new wind stations under construction at the time of standard development.

ADAM THIELMANN
SUBSTATION ENGINEER**YEARS OF EXPERIENCE**

1

EDUCATION

- > B.S., Electrical Engineering, San Diego State University, 2013

AREAS OF EXPERTISE

- > Electrical design
- > Protective relaying

CERTIFICATION

- > OSHA 10-Hour Construction Safety Training

HARDWARE/SOFTWARE

- > Cadence
- > SPICE
- > PSpice
- > MATLAB

EXPERIENCE SUMMARY

Mr. Thielmann is an electrical engineer who specializes in substation design. His responsibilities include detailed electrical design, relay coordination, preparation of equipment and material specifications, and adherence to client standards and requirements.

San Diego Gas and Electric, Smart Grid Implementation - Condition Based Maintenance, California

Substation Design Engineer for a multi-year program to design the installation of a broad spectrum of sensors and integrative monitoring and communications gateway equipment on 300 substation power transformers. Responsible for performing the detail design of transformer banks and complete design check. Data from the sensors is being used to determine real-time operating parameters and condition trending that allows full asset utilization and helps predict incipient failure of key transformer components.

Imperial Irrigation District, Ramon Substation 92 kV Capacitor Bank Addition, California

Design Engineer responsible for schematic and wiring diagrams. POWER provided engineering services for installing a new 92 kV capacitor bank and associated equipment at Ramon Substation. Scope included physical and electrical design of a 145 kV breaker, a three-phase set of potential transformers, a 92 kV disconnect switch, a 92 kV zero-crossing breaker, surge arresters on all three phases, inrush reactors and a 33.6 MVAR capacitor bank with neutral potential transformers. Developed relay settings based on IID standards and generated as-built information through site visit. Scope also included project management, estimating, scheduling, meetings, engineering and drafting standard adherence, construction support and as-built drawings.

Burbank Water and Power, Keystone-Naomi Relay Upgrade, California

Design Engineer responsible for design of schematic and wiring diagrams and monitoring budget. Project consisted of a line protection upgrade between Keystone and Naomi substations. POWER was responsible for the removal of existing primary and backup line protection relays and replacing them with SEL-351S and SEL-311L relays. Developed relay settings based on City of Burbank standards and provided relay settings documentation.

ERIC DERHAGOPIAN
SUBSTATION ENGINEER

YEARS OF EXPERIENCE

2

EDUCATION

- > B.S., Electrical Engineering Technology (Power Concentration), University of Maine-Orono, 2012

AREAS OF EXPERTISE

- > Electrical design
- > Protective relaying
- > Budgeting
- > Scheduling

CERTIFICATION

- > OSHA 10-Hour Construction Safety Training

HARDWARE/SOFTWARE

- > MATLAB

EXPERIENCE SUMMARY

Mr. Derhagopian is an electrical engineer with a specialty in substation design. His responsibilities include preliminary design, detailed electrical design, cost estimates, preparation of equipment and material specifications, construction specifications, vendor submittal drawing review, adherence to client standards and requirements, and construction support.

San Diego Gas and Electric, Smart Grid Implementation - Condition Based Maintenance, California

Substation Design Engineer for a multi-year program to design the installation of a broad spectrum of sensors and integrative monitoring and communications gateway equipment on 300 substation power transformers. Responsible for performing the detail design of transformer banks and complete design check. Data from the sensors is being used to determine real-time operating parameters and condition trending that allows full asset utilization and helps predict incipient failure of key transformer components.

Texas-New Mexico Power, Barstow & Pyote Capacitor Bank, Texas

Substation Design Engineer for capacitor bank replacement with responsibilities including one- and three-line diagrams, schematics, wiring diagrams, bills of material, conduit layout and construction support. POWER was hired to install a new capacitor bank and circuit switcher at the north end of the substation, including all protective equipment.

American Electric Power, Osburn Substation, Arkansas

Substation Design Engineer responsible for schematics, wiring diagrams, bills of material, conduit layout and construction support. POWER was hired to design a new portion of the substation with two 161 kV, 3000A, 40kA breakers to accommodate a future three-bay breaker-and-a-half bus configuration.

MICHAEL BENNER
PROJECT MANAGER**YEARS OF EXPERIENCE**

37

EDUCATION

- > M.S., Environmental Studies, California State University, Fullerton, 1979
- > B.A., Biological Sciences, California State University, Fullerton, 1976

AREAS OF EXPERTISE

- > California Environmental Quality Act
- > National Environmental Policy Act
- > Federal Endangered Species Act
- > Federal Clean Water Act
- > California Department of Fish and Game
- > California Department of Transportation
- > Federal Aviation Administration
- > California High Speed Rail Authority
- > Federal Highway Administration
- > Federal Transit Authority
- > Solid waste management
- > Mitigation
- > Construction monitoring/reporting
- > Regulatory compliance
- > Performance monitoring

AFFILIATIONS

- > Association of Environmental Professionals

EXPERIENCE SUMMARY

Mr. Benner has extensive environmental experience on major public infrastructure. He brings both a strategic and mindful perspective to the environmental industry. His experience bridges both the initial planning stages of project development, the environmental process, permitting and the design and implementation and monitoring phases. His working knowledge and experience of the whole process provides an important perspective to project delivery success.

His experience has included assisting clients in complying with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Federal Clean Water Act (FCWA), and State and Federal Endangered Species Act (S/FESA) and has focused on large multidisciplinary assignments for public works projects. His experience includes environmental services for energy projects, pipelines, transportation corridors, rail projects, airports, landfills, jails, reservoirs, flood control facilities, water treatment facilities, specific plans, and park/open space programs. In addition to environmental documentation, Mr. Benner provides direction as to the monitoring and reporting responsibilities during final design, clearing and grubbing, construction, and post-construction activities. He has served clients throughout Southern California.

Southern California Edison, Alberhill System Project Biological Resource Analysis, California

Project Director responsible for the biological resources assessment for the proposed 500 kV transmission and 115 kV subtransmission line corridors associated with the Alberhill System project. The proposed work included biological surveys across western Riverside County, encompassing land within the Temescal Wash subwatershed of the Santa Ana River watershed as well as the San Jacinto River watershed. The biological survey included updated vegetation mapping, mapping of riparian and streambeds, and a focused habitat assessment for Stephens Kangaroo Rat.

Southern California Gas Company, Gas Pipeline No. 6900 MND Environmental Evaluation, California

Quality Control Officer for the preparation of an environmental evaluation that evolved into a Mitigated Negative Declaration of a 30.1 mile long 36" high pressure natural gas pipeline to be installed in the cities of Moreno Valley, Temecula and Riverside County. Issues included compatibility with adjacent land use, circulation, public services, utilities, seismicity, soils, noise, flood hazards, air quality, biological resources (Stephens Kangaroo Rats), and cultural resources. The project MND and the specific alignment were coordinated with a parallel project, the Inland Feeder Water Pipeline (Metropolitan Water District of Southern California) to verify distinct and separate limits of disturbance. This was particularly important due to the

parallel timing of the facilities and the construction footprint regarding cumulative impacts in the environmentally sensitive area of the San Jacinto Wildlife Ecological Reserve as managed by the California Department of Fish and Game.

Southern California Gas Company, Aliso Canyon Proponent Environmental Assessment (PEA), California

Project Analyst responsible for the cumulative impacts section of the PEA. The Proposed Project is the replacement of three obsolete gas turbines with three new electric-driven compressor trains. Related improvements include modifications to two existing SCE 66 kV sub-transmission lines (supported by the same structures), construction of a new dedicated electrical substation (the "proposed SCE Natural Substation"), and proposed modifications to three existing SCE substations to accommodate the new 66 kV service to the proposed Central Compressor Station. The cumulative environmental analysis focused on local and regional projects that contributed to cumulative impacts on resources.

City of Yucaipa, Yucaipa Specific Plan EIR, California

Project Principal on the City of Yucaipa Specific Plan EIR. Seeing the opportunities for a new gateway, the project sought to provide a means for visitors and residents to know that they have left the non-descript San Bernardino I-10 corridor and have entered Yucaipa. The project envisioned a well-designed, attractive, and functional retail center along the freeway that could be successful because each responds to the regional market needs and could provide the City with revenues. Their vision also included housing that reflects the rural community and yet is sensitive to the delicate environmental conditions of the Site. Major environmental issues included traffic, air quality, noise, landform alteration, view shed, public services and utilities, biological and cultural resources and general plan consistency. Provided quality assurance reviews.

Southwestern Riverside County Multi-Species Reserve Adaptive Management Plan, California

Project Manager on the Adaptive Management Plan for the Metropolitan Water District of Southern California. The purpose of the plan is to provide a general approach towards the management of the approximately 13,000-acre Reserve. The plan provides guidelines in accordance with the provisions of the Multi-Species Habitat Conservation Plan (MSHCP). Specifically, the ten-year plan outlines the goals of the MSHCP, the purpose of the reserve, the members and responsibilities of the Reserve Management Committee, the management objectives for the reserve (including protection and preservation, restoration, habitat enhancement, monitoring and research), the philosophy of adaptive management and its applicability to the reserve and management and monitoring recommendations. This plan was reviewed by the five-member management agencies consisting of the United States Fish and Wildlife Service, California Department of Fish and Game, Metropolitan Water District, Riverside County Habitat Conservation Agency, and the Riverside County Regional Park and Open Space District. Presented the plan to the committee and incorporated salient comments.

Riverside County Transportation Commission, Cajalco Corridor Environmental Evaluation, California

Principal Analyst responsible for the initial environmental evaluation included baseline mapping and environmental constraints analysis for the alternative alignments. The project included a cross section typical of a major highway originating near the existing Cajalco Road and Interstate 15 in Riverside County. The project was then aligned west through a tunnel under Cleveland National Forest to its terminus at the Foothill/Eastern Tollway in northeastern Orange County. Major environmental issues included landform alteration, biological resources, cultural resources, land use compatibility, air quality, noise exposure, and regional surface transportation. This analysis was conducted for the Riverside County Transportation Department.

City of Montebello, Montebello Hills Specific Plan (MHSP) EIR, California

Project Principal/Quality Assurance Officer for the MHSP EIR. The MHSP consist of approximately 487 acres located within the City of Montebello and is contained within the Montebello Oil Field. The proposed project includes developing the area for 1,200 residential units including public and private parks and trails. The residential development is contained on an estimated 166 acres and 315 acres of open space is proposed, including the restoration and enhancement of coastal sage scrub communities. The project planning resulted in significant consultation with the United States Fish and Wildlife Service and the issuance of a Biological Opinion for the Federally-threatened California gnatcatcher. The EIR included a number of project design features that were incorporated into the project description in an effort to minimize impacts to the natural resources present while accommodating existing and projected oil field operations. Mr. Benner coordinated with the Project Manager, City of Montebello and the applicant in producing and circulating a comprehensive EIR for public review and City Council consideration.

California High Speed Rail Authority EIR/EIS (Technical Reports), Los Angeles to Bakersfield, California

Project Environmental Analyst for the 125 mile Los Angeles to Bakersfield segment of the California High-Speed Rail Authority's 700-mile statewide high-speed rail system. Provided quality assurance and quality control activities for select technical reports in support of the program EIR/EIS, including the Biological Resources Technical Evaluation. Specific biological resources included vegetation communities, sensitive plant species, sensitive wildlife (including invertebrates, fishes, reptiles and amphibians, birds, mammals, wildlife movement, and jurisdictional waters and wetlands). Specialized and significance criteria were established for the program level document and subsequent biological resources analysis in the next Tier 2 and mitigation strategies were developed. A combined program EIR/EIS was prepared under the supervision and direction of the FRA and the Authority in conjunction with the federal cooperating agencies. It is intended that other federal, state, regional, and local agencies will use the program EIR/EIS in reviewing the proposed program and developing feasible and practicable programmatic mitigation strategies and analysis expectations for the Tier 2 detailed environmental review process which would be expected to follow any approval of a high-speed train system.

KEVIN SATHER**PROJECT/CONSTRUCTION MANAGER****YEARS OF EXPERIENCE**

25

EDUCATION

- > M.B.A., University of Phoenix, 2006
- > B.A., University of Alberta, 1992

AREAS OF EXPERTISE

- > Construction and project management
- > Stakeholder and customer relations
- > Estimating
- > Union relations
- > Employee development
- > Reading and interpreting IFC engineering documents
- > Helicopter construction methods

LICENSING

- > A-17 Electrical & Transmission Line Contractor: Nevada

CERTIFICATION

- > IBEW Journeyman Lineman

EXPERIENCE SUMMARY

Mr. Sather is a project and construction manager with extensive experience in transmission and distribution, and business insight in the infrastructure construction and energy industry. He has provided leadership for global businesses with footprints in the US, Canada, and the United Kingdom. His expertise includes construction and project management, customer relations, estimating, business development, union relations and employee development.

Southern California Edison, Eldorado-Ivanpah Transmission Project Owner's Engineer & Construction Management, Multiple States

Risk Manager, providing senior-level interface with Southern California Edison to address project or staffing concerns of a sensitive nature. Assisted the Project Manager in looking "over the horizon" to minimize potential impacts from unforeseen obstacles. Responsible to secure necessary resources from within or outside of POWER. POWER performed Owner's Engineer and construction management services for a high-profile 35-mile double circuit 220 kV transmission line in an environmentally sensitive area. Services included construction management, quality assurance, inspection, environmental coordination, material procurement and delivery, outage management, and full project reporting. The project was completed on time despite an accelerated in-service date that had been cut by 8 months.

NV Energy, One Nevada (ON Line) Transmission Project Quality Assurance, Nevada

Corporate Sponsor with overall internal reporting and P&L responsibility for project. Served as upper management contact for NV Energy. Assisted and supported the Project Manager in resolving issues and minimizing potential impacts. POWER provided construction management, quality assurance and other related support for the new 235-mile 500 kV transmission line and substation. The project links NV Energy's northern and southern service territories.

Progress Energy Florida, Substation Readiness DSCADA Project, Florida

Management Sponsor supplying in-line management for the project manager responsible for delivering this complex EPC project. Duties and responsibilities included internal and external stakeholder management. Coordinated and facilitated POWER's internal resources/process used to maximize efficient project delivery. Provided direct support to project manager, Performed project audits to ensure best management practices were used by the construction contractor's and material management staff. POWER provided EPC services for installation of gateways/RTUs and

telecommunication equipment at approximately 199 substations to the point of interconnections with the local telecommunication provider. The project implemented changes within PEF's substations to enable SCADA/Smart Grid control and monitoring for distribution assets separate from existing transmission SCADA systems. The project had over 70 engineers designing in six separate states, along with another 50 personnel implementing and supporting the construction and back office functions. Finished ahead of schedule, under budget and accident free.

MJ Electric, LLC, Massachusetts

Alliance Delivery Manager for the New Energy Alliance Leadership Team. Provided construction management oversight to employees working in the US, United Kingdom, and Canada. Performed start-up operations for diverse construction functions for two multi-national companies participating in a joint venture partnership. Led transmission, substation, fleet and asset management, civil construction, commercial operations and union relations. Member of a senior management team that directed operations for this nearly \$1 billion organization.

- Senior management team member responsible for reporting to Board of Directors. Performed oversight of a start-up joint venture alliance servicing New England area with the mandate of engineering and projects ranging from \$6M to over \$100M. Portfolio was valued at \$800M over five years.
- Cut operational overhead by over \$2M in second year through cost control and department/project staff restructuring creating a lean construction environment.
- Consistently delivered project results at a profit while meeting targeted milestones with an excellent safety record. Delivered a bulk power project with over 80,000 man hours and no incidents.
- Staffed organization through a rigorous interview process including five key direct reports and their subordinate positions. Year one operations staffing levels topped off at over 200 full time employees including craft labor.
- Led team to complete \$28M bare-hand live-line project months ahead of schedule while maintaining an 11% profit margin.
- Instrumental in setting up a productive communications network in a matrix environment aimed at eliminating departmental silos.
- Resulted in collaborative team environments and producing efficiencies through redundancy elimination.
- Identified and developed new work streams within existing contract aimed at larger profit margins as well as strategic resource development.
- Instrumental in developing a culture of collaborative working, knowledge sharing and best practices between the US and United Kingdom.

Moza Construction, Washington

General Manager responsible for overseeing the turnaround of a dysfunctional profit center. Led safety, operations, business development and day to day operations including job cost estimating, project management, and employee and union relations. Increased gross revenues by 20% while expanding existing customer base and developing new partnerships in a

newly developed work stream.

City Pacific Services, Washington

Vice President / Manager responsible for business development, job cost estimating, fleet and facilities management and power operations and projects. Assisted in expansion of the company from its base in Alaska to the lower 48 states. Successfully positioned company to bid work and do business in multiple states for various new customers.

- Involved in all aspects of expansion from estimating, risk assessment, leasing/purchasing equipment, project staffing, customer relations, marketing, identifying new markets and building new revenue streams through new business models i.e. alliance/partnerships.
- Formed and maintained excellent relationships with customers and vendors.
- Recruited and retained top level talent in key operational positions.
- Gross revenue in year one exceeded \$5M with margins of over 25% in the power-line division. Doubled gross revenues in year two while maintaining similar margins.

BC Hydro Projects

Performed services on several BC Hydro projects including:

- Machine Operator/Apprentice Lineman on a 15-mile 500 kV transmission line. Installed new bridges, performed tower assembly, change out (strengthening) lattice pieces, crane erection of new lattice towers, helicopter erection of various tower pieces in inaccessible locations, stringing 15 miles of shield wire, and 2 miles of quad bundle stringing into new substation.
- Apprentice Lineman for 5 miles of 500 kV spacer change out and conductor repairs.
- Lineman responsible for helicopter climbing inspections of lattice towers for maintenance at multiple 500 kV sites. Performed insulator replacements, insulator cleaning and installation of cell sites on energized circuit with lattice tower construction. Performed helicopter flying inspections on 100+ miles of line.
- Lead Lineman on 20 miles of 500 kV line. The project consisted of High Alpine Pass lattice tower helicopter and crane erection, quad bundle dead-ending, tower leg/body replacements on existing strung and tensioned Alpine power-line, clipping/spacing and jumper installation. Pioneered innovative design for high alpine structure reinforcement.
- Operator on the 230 kV Fraser River crossing removal of conductor and insulator/dead-ends.
- Apprentice Lineman responsible for 230 kV H-frame climbing inspections and helicopter line inspections. The project was located in a remote mountain site.
- Lineman responsible for installation of cell sites on energized double circuit 230 kV lattice towers at multiple sites.

B.4 PROJECT DESIGN METHODOLOGY

IN THIS SECTION

Project Approach and Management

- > POWER's Understanding of the City Needs, Goals, and Objectives
- > POWER's General Philosophy
- > Project Management Processes and Procedures
- > Project Management Tools
- > Long-Term Client Relationships
- > Scheduling Methodology

PROJECT APPROACH AND MANAGEMENT

POWER'S UNDERSTANDING OF THE CITY'S NEEDS, GOALS AND OBJECTIVES AS RELATED TO POTENTIAL PROJECTS

The City of Banning has requested support for a broad array of services under this RFP including engineering, project management and construction support/management of the capital improvement program for three years. The capital improvement projects include the following, but are not limited to:

- Overhead and Underground 4 kV to 12 kV voltage conversion
- Conversion of existing overhead distribution lines to underground
- 33 kV to 12 or 4 kV substation improvement including replacement of Alola and Airport substations
- 12 kV and 4 kV distribution system modifications

It is our understanding that there are six capital improvement projects, and Banning will engage a single consulting firm in order to provide coverage for the complete scope of services requested after developing a good understanding of the Banning Electric System and philosophy and the desires of utility staff. We believe that Banning will benefit greatly by engaging POWER, who can satisfy multiple service offerings and who can provide a local, coordinated approach.

POWER is experienced in all facets of the transmission and distribution service chain and offers a comprehensive, coordinated approach to the design and deployment of utility systems. Our goal is to become an integral part of your business process and to help you achieve your goals. This approach will save Banning money by making sure your projects are delivered on schedule and on budget.

Communication with Electric Utility Department Staff

In addition to our internal project execution methods, the key to successful projects is communication between the POWER project team and the city's project team.

Communication with the Banning staff will be tailored to the requirements of this RFP and the needs of each capital project, and it may vary during the different project phases. For example, the frequency

and method of communication during the design phase of each project will be different from the construction phase. Similarly, substation design projects may have a different frequency and method of communication than distribution 12 kV conversion or undergrounding projects. It will all depend on the requirements and scope and schedule and complexity of the project. During the construction period, weekly on-site review meetings will be conducted by the engineer involved with the project team as required and necessary for the successful completion of the project. Travel will be minimized as much as possible to reduce the cost to City of Banning and will be scheduled only when absolutely required.

Throughout a project, planned and regularly scheduled conference calls or WebEx meetings in combination with some face-to-face meetings is the best way to facilitate continuous communications and to be proactive when issues arise. Typically face-to-face meetings would be planned for project kick-offs, initial and follow-up site visits during the project (depending upon the complexity of the project), pre-construction meetings, and at project completion.

During the design phase of the project, regularly scheduled project team conference calls are used to keep the entire team informed of the latest developments on the projects, as well as upcoming tasks and action items; they allow open discussion and coordination of ongoing project activities.

In addition, because of POWER's local presence, at any time during the project, we can be available to attend face-to-face meetings as needed.

POWER'S GENERAL PHILOSOPHY

POWER's project management and control system has a record of success in bringing projects in on time and within budget. This system is effective on large and small projects and on jobs where we manage multiple projects or subcontractors.

Our system has three key elements – work plan, budget and schedule – linked by a common numbering system. The work plan is organized by tasks representing a deliverable or set of related deliverables to be generated for the project. The task numbering system found in the work plan corresponds to our budget and schedule. We use this consistent numbering system throughout the project's life as we assess task completion, schedule progress and budget compliance.

Using the task numbers, we can track the status of each project, team member, task or deliverable. We generate internal project status reports that allow us to:

- Measure the progress of each deliverable for completion and cost

- Determine short-term and long-term manpower workload projections so that the assigned team members are available when you need them.

PROJECT MANAGEMENT PROCESSES AND PROCEDURES – OUR CRITICAL PATH APPROACH

Our management plan incorporates critical path management methods to keep projects on schedule.

Our system keeps the Project Manager abreast of the status of each deliverable and the project as a whole. Our project reports show the budget and schedule status of each task, and if needed, we make adjustments to keep the task on track using critical path management methods. Using these methods, we identify critical tasks that must be completed before other tasks can begin or be completed. We then focus on these tasks, monitor them closely and allocate resources as necessary so they remain on schedule.

Our Project Manager generates reports on predetermined review dates, or whenever needed for a specific project requirement. The City of Banning will receive these reports so that your project manager will know the status of the project on the same schedule as our project manager.

Status reports and budget control

Our status reports will give you an overview of the project and let you know quickly how it is progressing.

Our Project Manager conducts regular conference calls that include POWER's Core Team group and technical team members as needed, subcontractors involved in current tasks, and client representatives. These calls cover project issues such as schedule adjustments, scope of work, personnel assignments, technical studies and reports.

Our Project Manager will comply with the requirement of this RFP and provide the City of Banning with written project status reports on a monthly basis and as required predetermined schedule that contain the following information:

- Project overview including a narrative of the project by task
- Major activities performed during the month
- Areas of concern that are beyond the control of POWER or its subcontractors and require action by the client
- 30-day forecast, including a summary of tasks to be performed during the period
- Cost reports
- Planning schedule status

During the construction phase of each project, as required by the RFP the lead project engineer or his designee will attend the weekly review meetings, develop an agenda, keep track of action items and minutes, etc., as required. POWER will make every effort to reduce travel expenses by assigning people from local offices, and if absolutely necessary to perform any work from offices outside the local office, then we will use WebEx and other available technology if feasible to reduce the cost. Most of the construction support and management related travel

expenses can be minimized by pre-planning and pre-scheduling construction and inspection activities in advance.

Our financial and cost management system is based on submission of weekly time sheets and job cost reports. Subcontractors submit their billing on a monthly basis.

Out-of-scope work

During the course of the project, unforeseen issues may arise. If this occurs, we consult with our clients on the nature and extent of additional work required. Any additional work requires prior client approval. The time frame for accomplishing out-of scope work is coordinated with ongoing tasks to minimize interruptions to established schedules. We expect that designated team members will accomplish the out-of-scope work. However, we will provide additional staff if necessary.

A work scope variance for any unanticipated work will be prepared and submitted to the City of Banning for review and approval.

Coordination with our subcontractors

At every opportunity, we will seek out the City of Banning's preferred subconsultants. This will eliminate valuable start-up time and save money. We will coordinate with our subcontractors regularly, with weekly project meetings serving as an opportunity to schedule and coordinate project work between POWER's Project Manager and the project leads of each subcontractor.

POWER maintains final authority on all project matters, including budget and schedule, through our Project Manager. Our subcontractors are constrained by scope, schedule, budget and quality but retain the freedom to conduct the work for which they are responsible in a professional manner. All work conducted by the subcontractors is subject to POWER's review and acceptance.

Our subcontractors' team members are incorporated into POWER's project management system and critical path scheduling and status reporting described above.

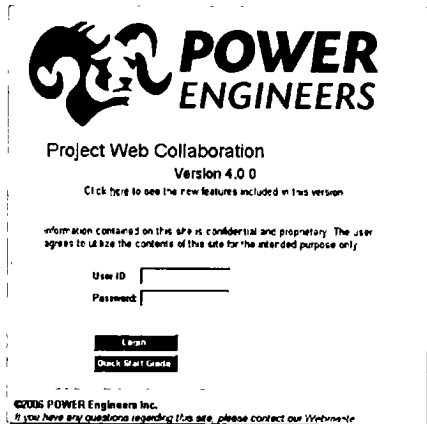
PROJECT MANAGEMENT TOOLS

Our project managers and administrators use the latest versions of industry-standard scheduling and estimating tools. While this software is valuable, it is no substitute for the experience and judgment of the people doing the work.

The seamless office

POWER incorporates Internet, intranet, wireless technology and VOIP into a seamless office concept.

On the road or in another office, key team members are always in touch with your project.



PWC Log-in Screen

The use of valuable administration tools save time and money while keeping multi-site teams current on critical project aspects.

In addition to speeding the transfer of data among offices nationwide, these technologies allow for face-to-face video conferencing and electronic white board brainstorming sessions as well as access to the latest project information from any location. On the road or in another office, key team members are always in touch with your project.

Our video conferencing system allows interactive review of drawings and the ability to redline and make changes with multiple parties participating.

Using the Internet for project coordination

Effective communication between the City of Banning, POWER, and our subcontractors is a key to project success. That's why we developed a Web-based system to share project information.

Using our Project Web Collaboration system, or PWC, we share meeting minutes, project status reports, calendars, schedules, budgets and other essential documents on a system that team members access through a secure Internet site. This valuable administration tool saves time and money while keeping multi-site teams current on critical project aspects.

PWC is an easy-to-use application that enhances project control capabilities using instant e-mail notification of postings, document version control and easy large file exchange. Project Web Collaboration is used to:

- Facilitate document exchange
- Allow instant access to schedules, budgets and project summaries
- Control document review and updates
- Provide a single repository for project documents

Uploading and downloading files is not new using FTP sites. PWC offers many more features than an FTP site, including:

- Instant notification via e-mail to all designated team members whenever a file is uploaded;
- Check-in/check-out functions that log the user and leave read-only files in place of a checked-out file—no duplicates floating around;
- Review controls, including designation of authorization order, sign-off functions; automatic publishing and e-mail notification following review—triggered by the final required sign-off.

The site also includes a discussion area, notes and messages folder and a contact list, which contains the names, phone numbers and e-mail addresses of all key team members.

The City of Banning can review the status of their project at any time of day or night using this unique management tool. Whether it's used for

The City of Banning will receive consistent project leadership throughout your relationship with POWER. A consistent project team translates into consistent project performance which reduces costs and provides timely delivery.

What Others Say About Us

"POWER has proven to be a resourceful and flexible engineering partner, completing over 200 projects annually while keeping a keen eye on the schedule and budget... Over the years TXU Electric Delivery has enjoyed the breadth, depth and professionalism of your staff... Please extend our appreciation to all of your staff members."

Lonnie Frazier,
Project Engineering Manager
Oncor Electric Delivery
(formerly TXU Electric Delivery)

simple document exchange or employed as a management tool for large, complex projects, PWC is an easy-to-use system that saves time while enhancing project control capabilities.

LONG-TERM CLIENT RELATIONSHIPS

POWER's primary business strategy is to form valuable and lasting relationships with, and perform repeat work for our clients. That is our goal with the City of Banning.

As our team becomes increasingly familiar with the City of Banning's standards, processes, and corporate culture, we will become more efficient in our design efforts. It is difficult to quantify this efficiency, but our experience has shown it will be significant.

Development of Key Individuals

Our clients expect to teach us their systems and processes only once. That is why we developed a learning organization model. In our model, we engage several of our "expert" team members to work on the initial series of projects, learn your standards and expectations, and then lead the project teams on subsequent projects. This allows us flexibility in staffing, broadens the resource base available to serve the City of Banning, and eliminates the need for re-training and familiarization. Most of our key individuals proposed in this RFP are currently involved in your projects and will save you valuable start up time on your new projects.

SCHEDULING METHODOLOGY

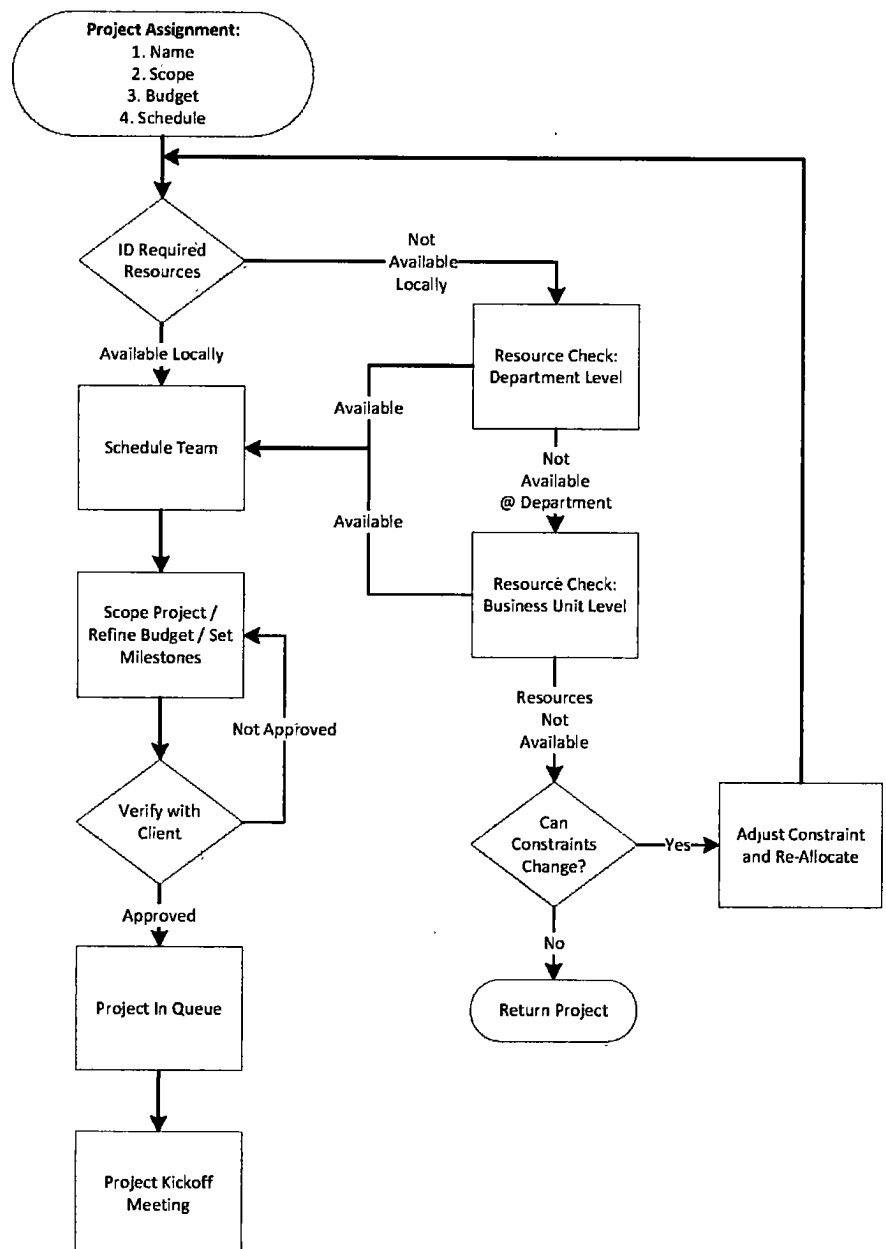
POWER has extensive experience providing services for multiple projects under a single contract. For example, we are providing design services to one client whom we've served for over 14 years and have successfully completed over 2,200 projects. This familiarity allows us to predict, plan and prepare for the client's needs in advance of each budget year. We anticipate developing a similar relationship with the City of Banning.

As our knowledge of the City of Banning's system grows, we will gain a better understanding of the challenges and issues facing your projects. This knowledge allows us to continuously improve project performance. In addition, as we gain experience and understanding of your capital budget cycle, we are able to plan and adapt our own resource commitments to meet the City of Banning's needs. This knowledge and familiarity with your requirements allows POWER to respond to your needs quickly, and in a very cost effective manner.

Our larger project queuing system allows us to take on multiple projects without sacrificing quality.

POWER'S APPROACH FOR PLANNING THE CITY OF BANNING PROJECTS

Since we are sending in this qualification package in the hopes that we will be selected to work on multiple projects, many of which have scopes and schedules yet to be defined, POWER's approach to project planning for the City of Banning will occur in three general steps: 1) project assignment; 2) resource allocation; and, 3) scope determination. The following flow-chart illustrates our process:



1. PROJECT ASSIGNMENT

POWER will maintain a list containing the pertinent details of each project assigned. At this level, we determine the skills and experience required to successfully execute the project. We also consider other constraints such as outage limitations and material availability that may affect project completion.

2. RESOURCE ALLOCATION

Using the project list, POWER will conduct resource allocation meetings focused on the requirements of each project as well as its association with other the City of Banning projects. The project will be assigned to the available team with the most experience for the project type.

3. SCOPE DETERMINATION

Once a project is assigned, the scope of each project is detailed, budgets refined, and milestones set. Initially, a preliminary design or drawing may be developed to establish the extent of the work required.

POWER will interview the City of Banning's project staff to gain additional insight. If necessary, a site visit will be scheduled and will include the City of Banning personnel. Once concluded, POWER will prepare a scope, estimated budget and engineering schedule for the project. Scope, schedule in Microsoft Projects, and budget documents will be submitted to the City of Banning for review and approval. Once approved, the project enters the work queue until the kick-off meeting.

For each service discipline, please see the following general methodologies.

Distribution Design

We understand that a primary goal of these projects is to convert the Alola and Airport Substation feeders from 4 kV to 12 kV with the replacement of these substations to improve service to Banning's customers. Our approach to all projects, regardless of magnitude or technical complexity, is to develop an excellent client relationship, understand the root need for the projects, and use our experience to advise our clients of the best path forward based on project-specific requirements. To accomplish this, we rely on open communication focused around listening to our clients, asking appropriate questions to define the project criteria, and early, active participation of all parties involved to refine a concise problem statement. We have found success with this proven approach and, if selected, plan to implement this collaborative project approach with the Banning voltage conversion team.

We will work with you very closely and start with a prudent and industry standard voltage conversion process. Based on feedback from Banning staff, we will modify this approach to tailor it to the unique needs of Banning. Our understanding of the following will allow us to serve our design needs:

- voltage conversion and undergrounding of overhead lines projects;
- typical design requirements for voltage conversion;
- undergrounding of overhead lines consistent with local, state and federal laws and based on special conditions;
- applicable California General Orders (in particular GO 95, GO 128, and GO 165; GO 170 is new and may be applicable);
- ASCE standards and practices; and
- IEEE standards.

Our team knows distribution design and is as comfortable working in your design system as they are in ours including PLS-CADD, SAG 10, and Spida. By using the right design tools and offering a full range of supporting services – field assessments, staking, permitting, easement support, estimating and construction support – POWER makes your job easier.

POWER will work with the City of Banning to plan all of the proposed project work, breaking it into multiple phases for overhead and underground conversion, selecting the proper conductor, choosing switch and fuse locations and choosing the phasing for each customer transformer. In doing so, this will aid in limiting customer outages during the actual conversions. POWER will make every effort to use existing material and equipment currently used by Banning to reduce addition of new items to your inventory and to take into account the availability of spare parts from neighboring utilities under emergency conditions. Safety, standardization, reliability, life cycle cost and aesthetics will be the main focus in the selection of material and equipment.

Upon completion of the planning phase, POWER will perform site visits with the City of Banning personnel to confirm feasibility of the proposed projects. Utilizing California General Orders 95, 128, 165 and 170 (if applicable) as well as applicable ASCE standards and practices, and applicable IEEE standards, designs will be created for the identified projects. Drawings will be submitted to the City of Banning for approval and once designs have been approved, POWER will continue with the appropriate permitting and creation of material lists for procurement of necessary materials. With the project continuing to the construction phase, POWER will provide field support to discuss with appropriate crews regarding the roll-out of the voltage conversion or underground conversion.

We will provide construction support and as-built drawings if the construction is done in-house. If the construction is done by outside contractors, then POWER will develop a complete bid package to

include construction specifications along with the equipment specification, will assist in evaluation of bids, will provide engineering management during the construction phase to keep track of the progress of the project's budget and schedule, and will prepare status reports as needed.

Substation Design

The following activities may be required to support upgrade planning, design, implementation and any construction support. Each task order will be assessed for how the work fits into the design process and what specific actions are required within the context of the task order work.

- Prepare initial system studies (grounding studies, geotechnical studies, surveying, etc.) if necessary to help the development of project scopes.
- Develop SKM electrical system model and perform studies related to short-circuit, power-flow, reactive power compensation, loss evaluation, protective relay coordination and arc-flash analysis and harmonic analysis if required.
- Conduct site visits and coordination meetings with the Banning Electric Utility Department to discuss study reports and gather information needed (including potential future upgrades at the 33 kV section) to finalize project scopes.
- Recommend relay model based on studies and the city's preference and needs. Determine which areas are impacted by the project, and recommend design changes to accommodate those impacts.
- Coordinate with the Electric Utility Department to develop high-level equipment specifications per NEC and California Public Utilities General Orders 95/128 if applicable and the requirement of the projects to help with the procurement of materials and equipment. Keep GO 165 and 170 in mind while designing these substations.
- Review the conceptual design, and based on system studies, develop different alternatives and configurations based on safety, reliability, flexibility in operation and maintenance, life-cycle cost and aesthetics.
- Discuss those alternatives with the Electric Utility Department and get direction on which alternative to implement.
- Develop 30 percent design package and get approval on that.
- Discuss project delivery method with Electric Utility Department – Design-Build (EPC) or Design-Bid-Build and get approval to proceed with the bid package on one of those methods.
- If the decision is to proceed with the EPC method, then develop the technical part of EPC package which will include 30 percent package plus equipment and construction specifications. POWER will act as Owner's Engineer on behalf of Banning and will review all drawings and specifications and submittals including keeping track of the progress of the project.
- If the decision is to stay with the traditional Design-Bid-Build method of delivery, then prepare Bid Packages that conform to the City of Banning's procurement requirements, and work with the city's engineering group to define a delivery schedule for all long lead

equipment items. Review bids and assists with the recommendation of award based on the city's awarding criteria.

- Review approval drawings from selected manufacturer vendors (transformers, switchgears, etc.)
- Inspect materials and equipment when delivered
- Manage materials and equipment
- If the Design-Bid-Build method of delivery is selected, engineer all civil and physical design to complete each project per the city's specifications. Engineer or review all protection activities and data required to complete each project per the city's specifications.
- Coordinate with the city's SCADA/Communication engineer to review SCADA and communication needs.
- If the Design-Bid-Build method of delivery is selected, coordinate with the city's engineer to hold 30/60/90 percent review meetings during different design phases to ensure the quality of the design and drawing packages.
- Prepare bid packages (if construction work is done by contractors) and attend bid meeting. Review bids and assist with the recommendation of award based on the city's awarding criteria.
- Prepare construction drawing packages that includes all drawings required, criteria documentation, calculation workbook, and coordination curves for each project.
- Construction support as needed

Environmental Support

POWER will conduct an environmental review and coordinate with Banning Planning Department to determine if the proposed work was subject to the California Environmental Quality Act (CEQA), and if so, if the proposed work was included. (POWER will determine if the proposed activity was addressed under a previously prepared/adopted CEQA document.) If it was included, POWER will determine if there are mitigation measures identified (i.e. Mitigation Monitoring and Reporting Program (MMRP) that are associated with the proposed work and determine if they are implemented during final design, site preparation, installation or post-construction and/or if some sort of Addendum or Supplemental document is needed. If the proposed work was not included in a CEQA document, POWER will determine if the action has the potential to result in a new significant impact on the environment, and if so, what type of environmental review/document is appropriate (i.e. Categorical Exemption, Negative Declaration/Mitigated Negative Declaration, Focused EIR). Beyond CEQA, POWER will determine if the proposed action requires any permitting beyond what has been done or follow-up screening on a new permit activity. The permitting or regulatory compliance requirements will focus primarily on resource type impacts that may trigger compliance with the Federal Clean Water Act (Section 401, 402, 404), State Fish and Game Code (Section 1600), National Historic Preservation Act (Section 106), Federal/State Endangered Species Acts and the need to prepare a Storm Water Pollution Prevention Plan(s) (SWPPP(s)).

This approach will essentially scope the task order's environmental review/permitting requirements.

Potential Environmental Review/Permitting Activities

The following activities may be required to support the upgrade planning, design, implementation and any monitoring. Each task order will be assessed for how the work fits into the environmental process and what specific actions are required within the context of the task order work.

- Prepare initial project screening.
- If CEQA/Permits apply and a previous document/permit exists: implement appropriate previous mitigation measures/permit terms and conditions and phasing (CEQA, permits), if required.
- If CEQA/Permits apply and a previous document/permit exists: prepare any supplemental environmental document, process and implement requirements, if required, including any modifications to existing permits.
- If CEQA/Permits apply but no previous document/permit was prepared: prepare new environmental document/permits, process and implement requirements, if required.
- Prepare SWPPP(s) as needed and implement monitoring requirements pending task order requirements.
- Per any CEQA mitigation/permit requirements: conduct mitigation/construction monitoring requirements (pending task order requirements) during final design, site preparation, installation and post construction, as required per CEQA/permitting needs.
- Prepare/submit MMRP reporting/documentation requirements consistent with task order requirements.
- Technical Studies (pre-construction surveys such as for special status species, confirmation of Waters of the United States/Wetlands, etc.)

Construction Support and Management

POWER will follow utility industry standard practices to develop a methodology for construction support and management based on the specific capital project. At the beginning of the construction phase of each capital project, POWER will share its methodology and approach during the construction phase with the City of Banning staff.

IN SUMMARY

POWER's project approach is well organized and based on the fundamentals of effective project management. Through these fundamental principles, the POWER team will consider the City of Banning's "big picture" goals while simultaneously focusing on the day-to-day tactical steps required to complete projects within changing schedule and scope parameters.

B.5 COMPUTER USE IN DESIGN

POWER uses a combination of desktop and laptop, 64 bit, windows-based computers to perform design and drafting functions. All computers are capable of performing work across multiple platforms of AutoCAD including 2014. Design functions performed begin with connectional layouts and progress through construction packages for drawing development, and are supported by a number of key design software packages for cable and conductor sizing, equipment sizing, and pole layout and design. POWER also uses AutoCAD software to convert engineer design information into drawings tailored to our client's drafting standards, enhancing efficiency and accuracy.

B.6 TYPICAL DRAWING EXAMPLES

The following is a summary of the sample design packages and drawings provided in this section.

Typical Distribution Design Packages – Overhead and Underground

The following distribution design samples represent design packages developed through the use of client owned-Distribution Information System (DIS) and design software. Each was developed based on client standards and compatible units. Not shown, but can be upon request, are the completed crew construction packages, permitting, and staking reports.

Typical Substation Drawing Examples

The substation drawings that follow later in the section come from a 69 kV breaker replacement project (for a confidential client). POWER was responsible for coordinating with, and gaining approval from the client, for both physical and electrical designs for replacing four existing 69 kV breakers with higher-rated 138 kV breakers. The project involved fitting much larger 138 kV breakers in minimal space where the existing 69 kV breakers were located. The project required a design to have the least possible impact on existing buswork and foundations while minimizing outage time.

B.7 PROPOSED SUB-CONSULTANTS

POWER Engineers is a leader in power delivery and has most of the required expertise to complete the City of Banning's projects in-house. However, for certain small services it is better to hire a local subcontractor, which the City of Banning has worked with in the past, to reduce cost. POWER will be using sub-consultants for the following services and will work collaboratively with the city to identify the appropriate sub-consultants:

1. Soil Testing and preparation of geotechnical reports
2. Ground Resistivity Tests based on the specification prepared by POWER
3. Surveying and staking of poles and underground conduits layout in the field. Surveying for the substations to ensure all foundations and equipment will match to 1/4-inch accuracy
4. Any other small thing which is determined to be cost effective and agreed upon by POWER and Banning.

C. FEE PROPOSAL SECTION

1. Hourly Professional Services Billing Rates

POWER's proposed schedule of Professional Hourly Rates, including fees and charges, that will apply to the City of Banning's projects during the three-year term of the agreement may be found on the following page.

The table below can be used to match the individuals we have dedicated to this project to their job titles, their grade levels and the hourly rates found on the following page.

Note: The following is our best estimate of POWER staff who will be involved in City of Banning projects based on the information available to us at this time. Actual assignments will depend upon the scope, schedule and complexity of the capital project. POWER will make every effort to assign the people listed below to City of Banning projects, but we may deviate from this plan as needed and will convey who will be involved with the project at the Task Order level.

PROJECT TEAM – HOURLY BILLING RATES / % INVOLVEMENT			
NAME / TITLE	GRADE	HOURLY RATE	% INVOLVEMENT
PROJECT MANAGEMENT AND ADMINISTRATION			
Dev Birla / Sr. Project Manager I	10	\$177	TBD
Kim Nicodemus / Project Manager Assistant II	3	\$90	5%
Barb Lance / Staff Assistant I	2	\$72	10%
Chin Mou / Project Engineer II	7	\$137	TBD
Randy Van Ess / Sr. Project Engineer I	8	\$154	TBD
Bill Cooper / Designer IV	6	\$128	TBD
Alex Shepard / Designer IV	6	\$128	TBD
Scheduler Specialist II	5	\$111	TBD
DISTRIBUTION DESIGN			
Wes Spencer / Project Manager III	9	\$169	5%
Scott Brondyke / Project Manager I	7	\$137	10%

PROJECT TEAM – HOURLY BILLING RATES / % INVOLVEMENT

NAME / TITLE	GRADE	HOURLY RATE	% INVOLVEMENT
Brad Hennessey / Project Engineer II	7	\$137	5%
Bill Cooper / Designer IV	6	\$128	15%
Alex Shepard / Designer IV	6	\$128	10%
Alex Prosper / Designer III	5	\$111	10%
Design – TBD	3	\$90	35%
Staff Assistant -TBD	2	\$72	10%

SUBSTATION DESIGN

Ron Beltran / Sr. Project Engineer II	9	\$169	5% for QA/QC, if required
Randal Van Ess / Sr. Project Engineer I	8	\$154	7.5%
Chin Mou / Project Engineer II	7	\$137	7.5%
Will Harrison / Project Engineer II	7	\$137	5% for QA/QC
Adam Thielmann / Engineer I	4	\$104	17.5%
Eric Derhagopian / Engineer I	4	\$104	17.5%
Design – TBD	4	\$104	20%
Drafting – TBD	3	\$90	10%
Staff Assistant	2	\$72	10%

CONSTRUCTION SUPPORT AND MANAGEMENT

Kevin Sather / Sr. Project Manager I	10	\$177	TBD
Distribution Inspector	5/6	\$111/\$128	TBD
Substation Inspector	6	\$128	TBD

ENVIRONMENTAL SUPPORT

Michael Benner / Project Manager III	9	\$169	TBD
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Note: Any POWER staff at grades 11 to 13 would charge the same billing rate as grade 10 employees, though no such personnel are currently assigned to this table.

2. Typical Travel and Related Expenses

POWER will make every effort to reduce travel expenses and comply with this requirement. Typical travel expenses from our local offices in Anaheim and San Diego would be the car mileage or car rental, actual meal charges and occasional accommodation charges. Accommodation charges would be very rare and only if working hours

are late and/or outside the normal working hours and it is not possible to commute back to the local office. For non-field staff from offices other than our local offices, travel would typically include air travel, car rental, accommodation and meals. The meals would be actual charges and no per diem. It is difficult to quantify into one single number due to number of variables involved.

Field staff (CM/inspectors), should they be requested by the City of Banning, will be budgeted for separately on a project by project basis based on specific project scope, durations and specific deliverables requested by the city of Banning. It is typical to see travel, vehicle and per diem costs included in these budgets. We would be happy to have additional discussions with the city if any clarification is needed.

3. AutoCAD System and Personal Computer Billing Rates

Please see page 2 of the attached schedule of charges for details.

4. Reprographic Billing Rates in Unit Prices for Printing, Photocopies, Electrostatic, Plotting, Stapling, Folding and Binding

Please see page 2 of the attached schedule of charges for details.

5. If not customarily included in the above rates, any separately billed charges such as computer facilities billing rate for standard, discounted rates, timesharing and batch processes, printing, data entry, and propriety software, presentation graphics systems, and drive storage rates

Please see page 2 of the attached schedule of charges for details.

**POWER ENGINEERS INC.
SCHEDULE OF CHARGES – 2014
BANNING ELECTRIC UTILITY DEPARTMENT**

This standard Schedule of Charges is for professional services. These rates will remain effective for the entire three (3) years of the Contract period. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

GRADE PERSONNEL CLASSIFICATION

10	Senior Project Manager I	\$177.00/hr.
	Senior Program Manager I	
	Senior Project Engineer III	
	Strategic Consultant III	
9	Project Manager III	\$169.00/hr.
	Project Lead IV	
	Construction Manager III	
	Senior Project Engineer II	
	Strategic Consultant II	
	Senior Consultant III	
8	Project Manager II	\$154.00/hr.
	Project Lead III	
	Strategic Consultant I	
	Senior Consultant II	
	Project Engineer III	
	Construction Manager II	
	Senior Project Engineer I	
	Engineer V	
7	Project Manager I.....	\$137.00/hr.
	Project Lead II	
	Construction Manager I	
	Environmental Specialist IV	
	Project Engineer II	
	Engineer IV	
	Designer V	
	Project Administrator III	
	Senior Consultant I	
	Consultant III	
6	Project Lead I.....	\$128.00/hr.
	Project Engineer I	
	Engineer III	
	Designer IV	
	Environmental Specialist III	
	Procurement Specialist III	
	Scheduling Specialist III	
	Project Administrator II	
	Consultant II	
5	Engineer II.	\$111.00/hr.
	Designer III	
	Technician IV	
	Environmental Specialist II	
	Procurement Specialist II	
	Scheduling Specialist II	
	Project Administrator I	
	Consultant I	
4	Engineer I.....	\$104.00/hr.
	Designer II	
	Technician III	
	Environmental Specialist I	
	Procurement Specialist I	
	Field Representative IV	
	Scheduling Specialist I	
	Project Managers Assistant III	
3	Designer I.....	\$90.00/hr.
	Drafter III	
	Technician II	
	Administrative Assistant I	
	Field Representative III	
	Staff Assistant II	
	Project Managers Assistant II	
2	Drafter II	\$72.00/hr.
	Staff Assistant	
	Field Representative II	
	Project Managers Assistant I	
1	Drafter I	\$55.00/hr.
	General Office Assistant	
	Field Representative I	

Personnel with specialized experience are employed by or on retainer to POWER. Charges for these specialists are negotiated on an individual basis depending on the assignment. Professional time for depositions and testimony is charged at 1.5 times the rate for services; full-day minimums apply.

**POWER ENGINEERS INC.
SCHEDULE OF CHARGES – 2014
BANNING ELECTRIC UTILITY DEPARTMENT**

This standard Schedule of Charges is for professional services. These rates will remain effective for the entire three (3) years of the Contract period. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

SPECIAL APPLICATION SOFTWARE

Level I Software *	\$10.00/hr.
Level II Software **	\$20.00/hr.
Level III Software ***	\$35.00/hr.
Level IV Software ****	\$60.00/hr.

* Level I Software includes, among others: CPM, Traverse PC, Structural Design, Foundation Design, HVAC Design, Conveyor Design, Rockwell RSView & RSLogix, Subnet Solutions Substation Server.net, Subnet Solutions Substation Explorer, and Wonderware.

** Level II Software includes, among others: ArcPro, ASPEN OneLiner, ESA Easy Power, Millsoft Windmil, OSI ETAP, Pathloss V5, SKM PTW, SynerGee DPA/G (Distribution Primary Analysis/Graphics), Smart Plant P&ID, Smart Plant Instrumentation, SIMFLEXS, DPAG, PTW, Harmflo, Matlab, PLS-CADD, TL-CADD, AutoCAD, MicroStation, Drafting Station w/software, and specialized estimating programs.

***Level III Software includes, among others: CDEGS (RESAP/MALZ), GE PSLF, PSCAD (PSCAD/EMTDC), PTI PSS/E, WinIGS, Smart Plant 3D, PDS, Rebis, GIS Workstation, Engineering Workstation, and Electrocon CAPE.

****Level IV Software includes, among others: CDEGS, CDEGS (HiFREQ), COMSOL Multiphysics, Sigma SLP, STRI Line Performance Software, and Animation.

REPRODUCTION**Drawings – Black & White**

Large Scale Drawings (C Size)	\$1.90/ea.
Large Scale Drawings (D Size)	\$3.30/ea.
Large Scale Drawings (E Size)	\$5.50/ea.

Drawings – Color

Large Scale Drawings (C Size)	\$6.00/ea.
Large Scale Drawings (D Size)	\$10.90/ea.
Large Scale Drawings (E Size)	\$17.50/ea.

Documents – Black & White

Single-sided Copies	8 x 11 \$0.11/ea.	11 x 17 \$0.17/ea.
Double-sided Copies	8 x 11 \$0.22/ea.	11 x 17 \$0.34/ea.

Documents – Color

Single-sided Copies	8 x 11 \$0.50/ea.	11 x 17 \$1.00/ea.
Double-sided Copies	8 x 11 \$1.00/ea.	
Spiral Comb		\$2.65/ea.
3 Ring Binder		Dependent on size
Special Copy Center Projects (Labor)		\$45.00/hr.

SURVEY EQUIPMENT

Survey Equip. to support field crew		\$70.00/day
GPS Equipment 2 Units	\$60.00/hour	\$350.00/day
GPS Equipment 3 Units	\$80.00/hour	\$450.00/day

All other expenses such as rental equipment, photography, transportation, rental vehicles, shipping, outside computer services, lodging, meals, other reproduction, express mail, courier/delivery service, subcontractors and special supplies are charged at cost plus a carrying and handling charge of 10%.

Communication Charge - including but not limited to long distance telephone and fax, charged at 1% of labor billing charges.

CAD Usage Charge – charged at 3% of labor billing charges.

D. CLARIFICATIONS TO CONTRACT AGREEMENT

The following are our comments to the contract terms provided in the RFP. We look forward to the opportunity to discuss these with your team.

Page 1, Section 1.1, Scope of Services: POWER requests the following changes to this provision:

"In compliance As a material inducement to the City entering into this Agreement, Contractor represents ~~and warrants~~ that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, and experience and talent, perform all services described herein. Contractor covenants that it shall follow the ~~highest~~ professional standards in performing the work and services required hereunder in accordance with generally accepted professional practices existing at the time of performance for the locality where the services are performed. NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE PERFORMANCE OF THE SERVICES PROVIDED. ~~and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first class firms performing similar work under similar circumstances."~~

Page 2, Section 1.5, Familiarity with Work: POWER requests that this provision not be included.

Page 3, Section 1.6, Care of Work: POWER requests the following revisions:

"The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to ~~the its~~ ~~work~~, and the equipment, materials, papers, documents, plans, studies and/or other components in Contractor's care and custody thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, ~~until acceptance of the work by City, except such losses or damages as may be caused by City's Contractor's own negligence."~~

Page 3, Section 1.7, Warranty: POWER requests that this provision be waived in Exhibit "B."

Page 5, Section 2.3, Reimbursable Expenses: POWER requests the following changes to this language:

"Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance including any applicable markup or handling charge, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5 including any applicable markup or handling charge, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall ~~not~~ be entitled to any additional compensation for attending said meetings."

Page 6, Section 3.3, Force Majeure: POWER requests the following revisions to this provision:

"The time period(s) The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the reasonable judgment of the Contract Officer such delay is justified. ~~The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.~~"

Page 6, Section 4.1, Representatives and Personnel of Contractor: POWER requests the following revision:

"For purposes of this Agreement, the foregoing ~~Principals~~ Representatives may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City which shall not be unreasonably withheld. . . ."

Page 9, Section 5.1, Insurance Coverages: POWER requests that the wording "shall cover all elected and appointed officers, employees and agents of City" in the first paragraph be removed.

Page 9, Section 5.1, Insurance Coverages, Letter (d), Professional Liability: POWER requests that "and must include coverage for contractual liability" be removed from the first sentence.

Pages, 9-10, General Insurance Requirements: POWER requests the following revisions to this section:

"Except for Professional Liability and Workers Compensation

aAll of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, and employees ~~and agents~~ as additional insureds and any insurance maintained by City or its officers, and employees ~~or agents~~ shall apply in excess of, and not contribute with Contractor's insurance. Except for Professional Liability insurance, ~~t~~The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. . . . City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured as required herein (providing the appropriate endorsement) ~~and shall conform to the following "cancellation" notice:~~

CANCELLATION:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30) DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.~~

~~[to be initialed]~~ _____

Agent Initials

Under Contractor's Comprehensive General Liability policy and Automobile Liability policy, City, its respective elected and appointed officers, directors, officials, and employees, agents ~~and volunteers~~ are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. . . .

Any deductibles or self-insured retentions must be declared to and approved by City. ~~At the option of City, either the insurer shall reduce or eliminate such deductibles or self insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related~~

~~investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.~~

Page 11, Section 5.3, Indemnification: POWER requests the following revisions:

~~"To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, and employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:~~

~~(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;~~

~~(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;~~

~~(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers,~~

~~agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.~~

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes ~~claims or liabilities~~ arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's ~~sole~~ negligence or willful acts or omissions, but, to the fullest extent permitted by law, ~~shall apply to claims and liabilities resulting in part from City's negligence, except that~~ design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement."

Page 13, Section 6.3, Ownership of Documents: POWER requests the following revisions:

"All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon receipt of payment therefore request of the Contract Officer or upon the termination of this Agreement, . . . Contractor shall have an unrestricted right to use the concepts embodied therein. The City shall not gain ownership of any intellectual property that Contractor uses to create the documents. The City shall grant to the City a nonexclusive, perpetual, royalty-free, world-wide, limited license under copyright to use solely for its own benefit, for internal purposes only, and only with its own personnel and without rights to sublicense, such intellectual property that belongs to the Contractor as is necessary for the City to make the agreed use of the documents as contemplated by this Agreement. All subcontractors shall provide for assignment to City of any documents or materials prepared by them as set forth above, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom."

Page 16, Section 7.10, Attorney's Fees: POWER requests that this provision be replaced with the following:

"Any and all disputes, controversies or claims between the parties to this Agreement, not settled within twenty (20) days following written notice of such dispute, shall be referred to senior management of the parties for resolution. In the event that the parties are unable to settle the dispute through senior management negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice by either party to the other of the conclusion of senior management negotiations. Mediation shall follow the Commercial Mediation Rules published by the American Arbitration Association. The parties shall share equally the costs and fees of the mediator and each party shall pay its own costs and attorneys' fees incurred in mediation or any subsequent litigation. Unless the parties agree otherwise, mediation shall be held in Riverside County, California. This agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Contract shall be specifically enforceable under the prevailing law of any court having jurisdiction. In the event that the dispute has not been resolved within thirty (30) days following mediation, or such longer period as the parties may agree, either party may initiate formal proceedings against the other party."

Additional Provision Requested:

Limitation of Liability: POWER requests the addition of the following provision:

"The City agrees to limit the Contractor's liability, to the City and to all persons having contractual relationships with the City, to the total compensation received by the Contractor, for the services under which the liability arises."

Neither the City nor the Contractor nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable."

731 East Ball Road, Suite 100 : Anaheim, CA 92805 : USA
2934 Gold Pan Court, Suite 4 : Rancho Cordova, CA 95670 : USA
3944 Murphy Canyon Road, Suite 100 : San Diego, CA 92123 : USA
www.powereng.com

A proposal from:



Why POWER?

- » Experience with numerous critical projects for other nearby municipal utilities gives us a strong understanding of local concerns and issues and the right background to work effectively with your staff to accomplish your goals.
- » Our local presence in Anaheim and San Diego means ready availability for site visits, review meetings and other impromptu meetings.
- » Timely project delivery, proven by our long track record on similar projects, will minimize the opportunity for cost overruns and help maintain control over project budgets.
- » Our project team will be led by a senior project manager who has managed similar conversion projects at a nearby municipal utility, giving you the assurance of a proven project methodology and a uniquely valuable perspective to deploy the right resources to get the job done.

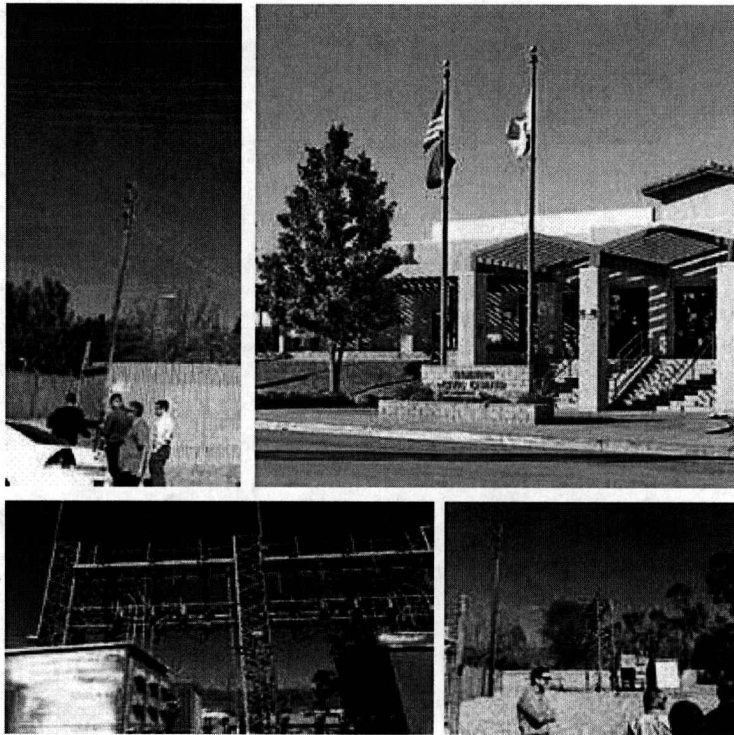
Statement of Qualifications & Proposal

in response to

City of Banning

Request for Proposals for

Engineering Services for Substation 12kV Conversion



Presented To



City of Banning

Attn: City Clerk

Electric Utility Department

99 E. Ramsey Street, Banning, CA 92220

Presented By



Naseer Ahmed, P.E., Principal-in-Charge

901 Via Piemonte, Suite 400, Ontario, CA 91764

T 909 477 6915 F 909 477 6916 E nahmed@ttgcorp.com

Total Building Engineering

Structural, Civil, Mechanical, Electrical, Plumbing, Commissioning & Sustainability Engineers

February 26, 2014



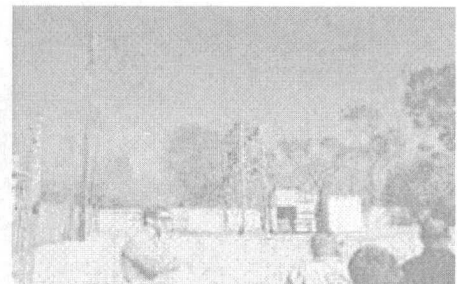
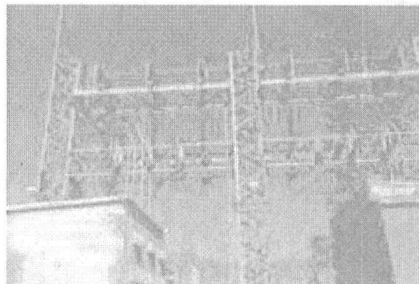
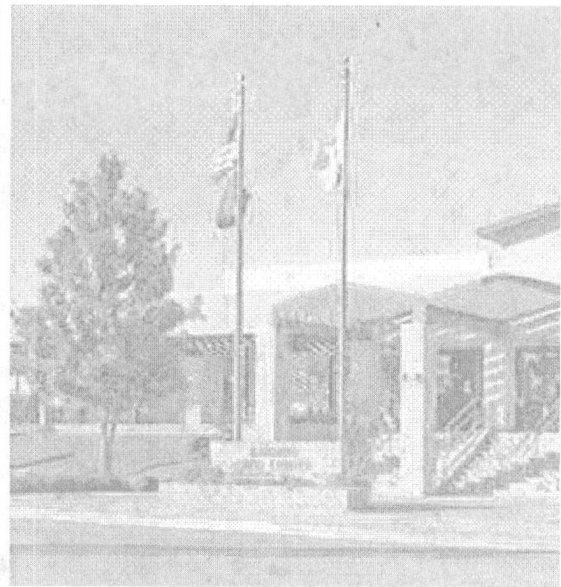
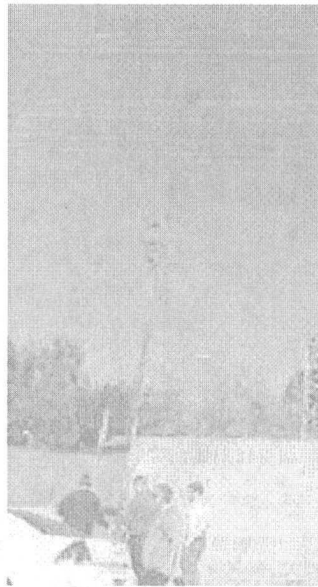


TABLE OF CONTENTS

SECTIONS

TABLE OF CONTENTS

COVER LETTER **A**

ADMINISTRATIVE/TECHNICAL **B**

(1) FIRM PROFILE

(2) TEAM EXPERIENCE

(3) ORGANIZATIONAL CHART/RESUMES

(4) METHODOLOGY

(5) RESOURCES

(6) SAMPLE DRAWINGS (ATTACHED)

(7) PROPOSED SUB-CONSULTANTS

FEE PROPOSAL **C**





COVER LETTER

February 25, 2014

City of Banning
Attn: City Clerk
Electric Utility Department
99 E. Ramsey Street
Banning, CA 92220

Subject: Request for Proposals (RFP)
For Engineering Services for Substation 12kV Conversion

Dear Ms. Calderon,

TTG Engineers is pleased to submit our qualifications and proposal to provide electrical, structural, construction management, geotechnical, cost estimating, and civil services for the City of Banning Request for Proposals (RFP) for Engineering Services for Substation 12kV conversion.

TTG, a certified Minority Business Enterprise (MBE), is a 58-year-old full service structural, civil, mechanical, electrical, plumbing, LEED/sustainable engineering firm with 6 offices in California. TTG's staff consists of over 400 including 90 registered engineers in addition to technical professionals and support staff. Our firm has worked on related projects throughout California.

The local office proposed for this project is:

TTG Engineers
901 Via Piemonte, Suite 400
Ontario, CA 91764
T: (909) 477-6915
F: (909) 477-6916

All the required engineers and key staff are based in the local office.

TTG is a Corporation and was established in 1955. TTG staff can provide electrical, civil, structural, construction management design services and will include American Geotechnical to provide the geotechnical services and KTY to provide Specialty Electrical Engineering Services. If you have any questions please feel free to contact us at nahmed@ttgcorp.com or nignacio@ttgcorp.com, (909) 477-6915.

Sincerely,

A handwritten signature in black ink, appearing to read "Naseer Ahmed", with a long horizontal line extending from the end.

Naseer Ahmed, P.E.
Principal-in-Charge/Electrical Engineer



ADMINISTRATIVE/TECHNICAL

(1) Firm Profile

CONTACT

Inland Empire

901 Via Piemonte
Suite 400
Ontario, CA 91764
T 909 477 6915
F 909 477 6916

Naseer Ahmed, PE
Senior Principal/Electrical Engineer

Nestor Ignacio, P.E.
Principal/Electrical Engineer

Terry Tsang, PE, SE
Vice-President, Structural

Chuck Lockman, PE
Vice-President, Civil

Ileen Rathnam
Business Development

DISCIPLINES

Structural
Mechanical
Electrical
Plumbing
Civil
Commissioning
Energy Conservation
Facility Programming
Fire Protection
LEED, Sustainability & Green Design
Lighting Design
Security Systems
Telecommunications & Data Systems
Utility Infrastructure
Substation & Transmission
Project & Construction Management

MARKET SECTORS

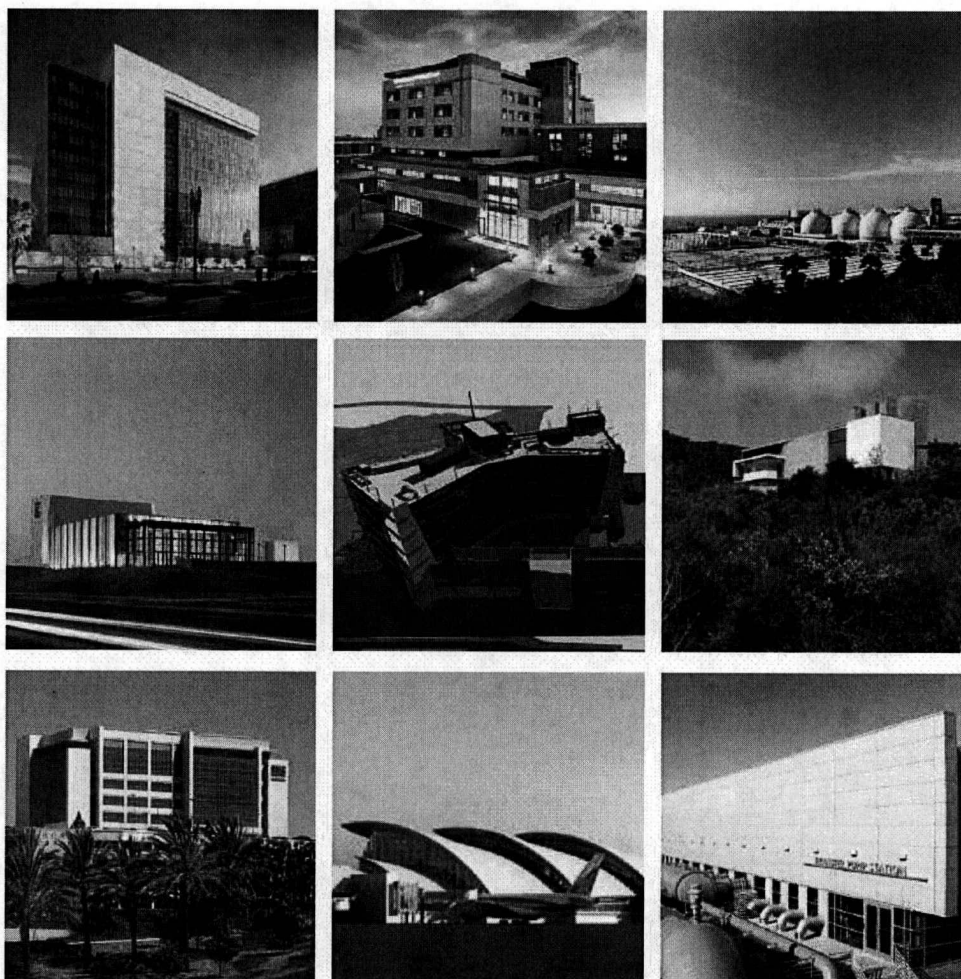
Aviation
Civic
Commercial
Education
Federal/Government
Healthcare
Infrastructure
International
Military
Ports
Utility Companies

LOCATIONS

Arizona
California
Colorado
Texas
Washington



877 786 2384 WWW.TTG-CORP.COM



MEP, STRUCTURAL, CIVIL ENGINEERING, FACILITY PROGRAMMING & CONSTRUCTION SERVICES

Our firm brings more than 58 years of long-standing expertise and dedicated professional experience in engineering, facility programming and construction services. Established in California in 1955, TTG has a team of over 400 professionals throughout 12 locations in five states. Our services cover the full spectrum of engineering—mechanical, electrical, plumbing, structural and civil—and specialized services including Commissioning, LEED Certification, Energy, and BIM/Integrated Project Delivery services.

Our facility programming services offer a flexible approach to the planning and pre-design process for healthcare, institutional and medically related facilities. Our background and experience allows for planning the most functional and operationally efficient facilities.

In addition to TTG's full service engineering and facility programming services, we also offer PM/CM support needed to successfully carry your project from planning through construction phases. TTG also provides full Construction Cost Estimating services.

In more than 58 years as a consulting engineering firm, we have acquired experience from a vast array of projects, numbering more than 40,000 with an aggregate construction cost of over \$40 billion of engineered systems. A dedication to serving our clients through superior engineering, facility programming and construction services is what sets us apart—giving clients the required expertise to reach their project goals from start to finish.



ADMINISTRATIVE/TECHNICAL

(1) Location of Principal Offices



LOCATION OF PRINCIPAL OFFICES (SOUTHERN CALIFORNIA)

TTG Inland Empire
901 Via Piemonte, Suite 400
Ontario, CA 91764

TTG - Pasadena
300 N. Lake Avenue, 14th Floor
Pasadena, CA 91101

TTG Anaheim
100 S. Anaheim Blvd., Suite 150
Anaheim, CA 92805

TTG San Diego
16935 West Bernardo Drive, Suite 101
San Diego, CA 92131

LOCAL OFFICE PROPOSED FOR THIS PROJECT

TTG Inland Empire
901 Via Piemonte, Suite 400
Ontario, CA 91764

ALL PRINCIPAL AND LEAD ENGINEERS PROPOSED ARE LOCATED IN ONTARIO OFFICE.



ADMINISTRATIVE/TECHNICAL

(2) TTG Similar Experience

1. Adelanto Solar Power Plant

TTG is providing electrical, civil, and structural design services for a 11.6-megawatt (MW) DC solar system at the City of Los Angeles, Department of Water & Power
Adelanto, CA

2. Department of Water & Power

230kV to 500kV substation design
Substations & Transmission Services
Los Angeles, CA

3. Providence Holy Cross Medical Center

New Bed Tower/Women's Services
Upgrade of existing chiller plant and existing LADWP 34.5 kV/12kV outdoor substation
Mission Hills, CA

4. Kaiser Permanente Medical Center

Phase 2A Tower & Central Plant Addition
Addition of four 12kV-277/480V unit substations at Patient Tower and Central Plant
Bellflower, CA

5. Huntington Memorial Hospital & Central Plant 17kV service switchgear, indoor/outdoor unit substations and distribution
Pasadena, CA

6. LAX TBIT Bradley West Terminal

34.5 kV Service distribution, indoor/outdoor switchgear, substations design and construction administrative support to LAVA
Los Angeles, CA

College of the Desert

Site Utilities Infrastructure Design, Master Plan & Infrastructure Upgrade
Extension of the on-site 12kV electrical system
Palm Desert, CA

Cuyamaca College Central Plant

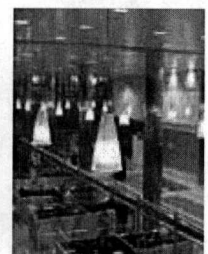
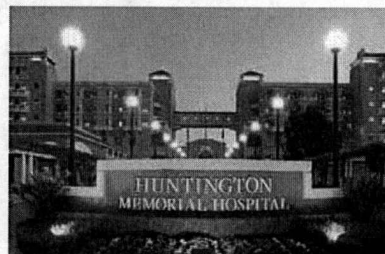
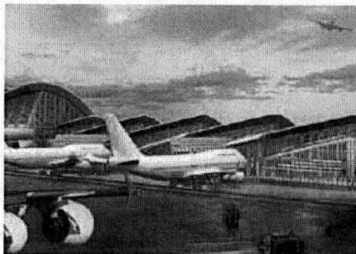
Utility Infrastructure
Renovation & Upgrade
El Cajon, CA

Antelope Valley College

Design and installation of a new 12kV main service, including 12kV and 4160V switchgears and feeder distribution system
Antelope Valley, CA

El Camino College

Planning and design services for the site infrastructure extension of 12KV distribution system
Torrance, CA



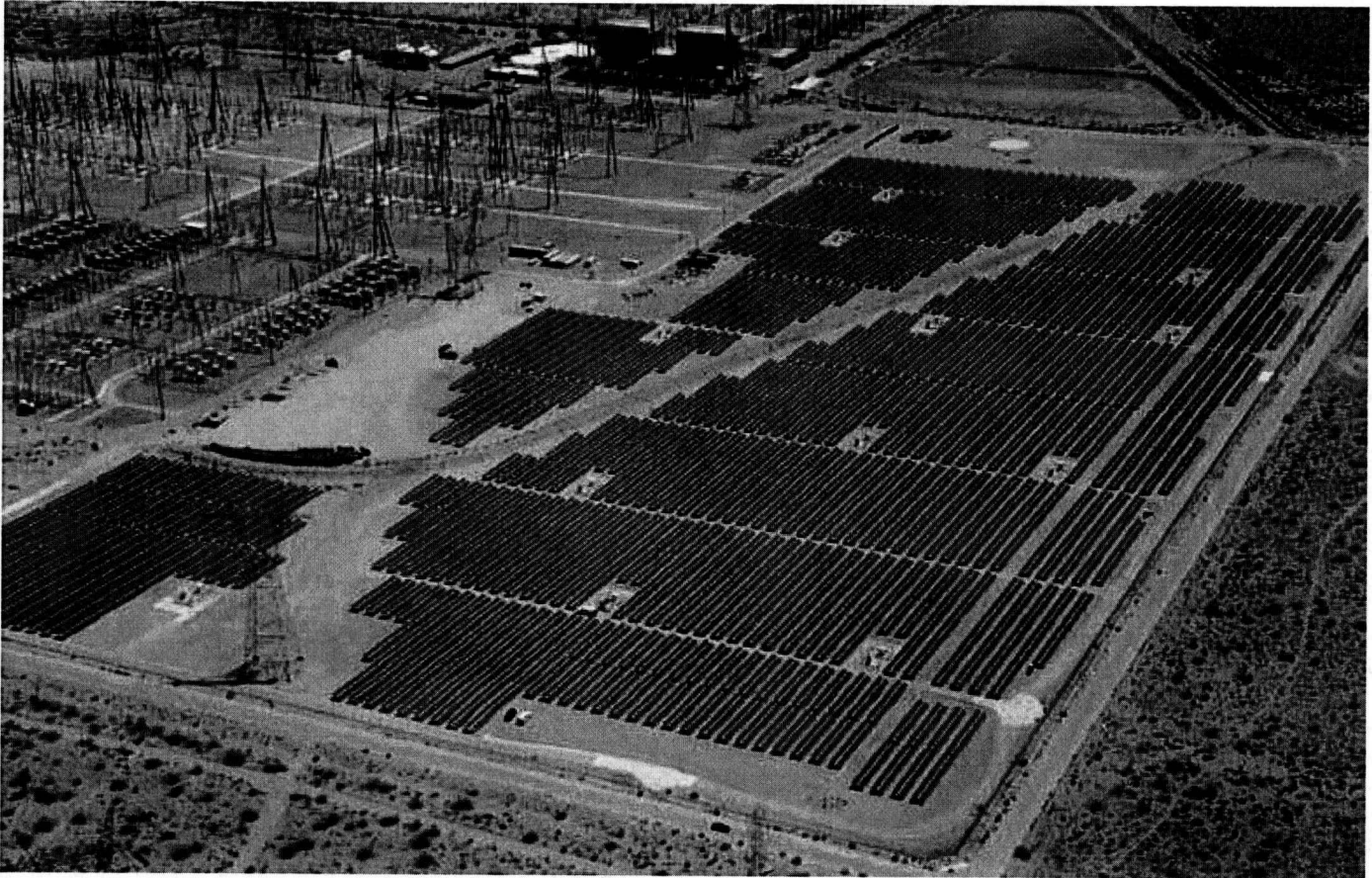
Our firm has designed various utilities and infrastructure systems, including substations design, for numerous public facilities and agencies including the City of Pasadena, Bob Hope Airport, Los Angeles Department of Water & Power, and the Los Angeles International Airport. Our experience ranges from feasibility studies to installations and upgrades of all low and high voltage distribution systems to upgrades to existing substations and chiller plans. Power distribution, lighting, communication, signal systems and switchgear designs are also part of our extended voltage experience.

Our previous experience working with the City of Banning as well as with nearby agencies and entities gives our team a key understanding to efficiently coordinate and execute the scope of services for this project.



ADMINISTRATIVE/TECHNICAL

(2) TTG Similar Experience



Owner
City of Los Angeles

10MW LADWP ADELANTO SOLAR POWER PLANT

Location
Adelanto, CA

Scope
10MW

Completion
2011

Cost
N/A

Our firm provided electrical, civil, and structural design services for a 11.6-megawatt (MW) DC solar system at the City of Los Angeles, Department of Water & Power's Adelanto Switching & Converter Station. This system generates enough clean, renewable solar energy to power over 85,000 homes and displace 290,000 metric tons of CO₂ over 25 years. Scope of work includes the design of the interconnection to the existing transformer 500 kV/5kV, 10MVA, the new breaker bay, specification of major equipment for this section, and design of the protection and control scheme. Our firm also designed the 5kV underground feeders, switchgear and distribution, unit substations and the remaining electrical equipment, including the array located medium voltage switchgear, for the ASPP. Structural and civil, including access roadway design and drainage plan is also included in our scope.

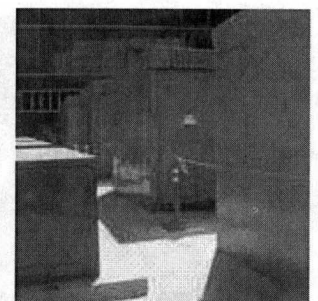
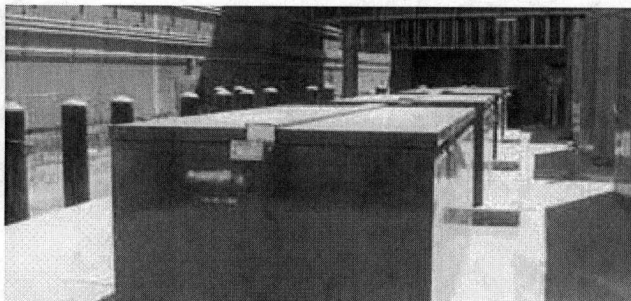
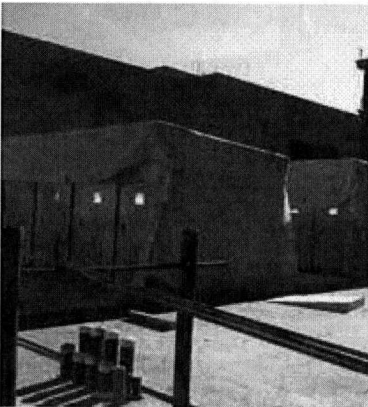
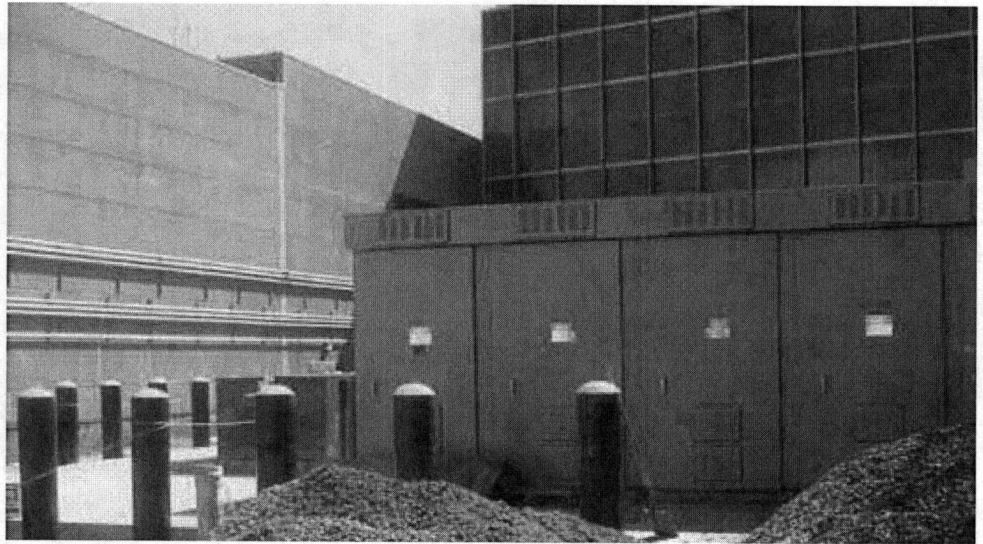
Client Reference

Mohammed Beshir
Los Angeles Depart of Water and
Power
111 N. Hope Street, Room 1242
Los Angeles, CA 90012
Telephone: (213) 367-0327



ADMINISTRATIVE/TECHNICAL

(2) TTG Similar Experience



Owner
LAWA

Location
Los Angeles, CA

Size
1,500,000sf

Construction Cost
\$1,000,000,000

Completion
2013

Client Reference

1. Deepak Patel,
Project Manager, LAWA
310 678 3743.
2. Michael Chang, PM, LAWA
323 793 6345.

LOS ANGELES EXPANSION & BRADLEY WEST TERMINAL (LAX)

Our firm is providing multiple disciplinary engineering services for this new 1,500,000sf Midfield Satellite Concourse and Tom Bradley International Terminal West Side Expansion project. A new satellite concourse will be developed and constructed along with adding gates on the west side of the Thomas Bradley International Terminal (TBIT) to be capable of serving the needs of the new larger, transoceanic aircraft increasingly sought by international carriers. Related to the new concourse development work will be the completion of enabling projects that include relocating current taxiways, adding and extending other taxiways, aircraft bridges, terminal and overnight parking aprons, a utilities master plan and the relocation of an existing aircraft rescue and fire-fighting station and passenger bus terminal.

Our experience related to substations and power distribution design included:

- 34.5 kV service coordination with LADWP
- 34.5 kV service equipment and distribution to multiple substations
- 34.5 kV/480V unit substations, medium voltage and low voltage switchgear
- Metering, controls and relaying
- Energy Management Control systems interface



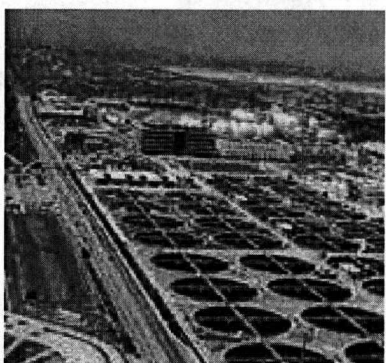
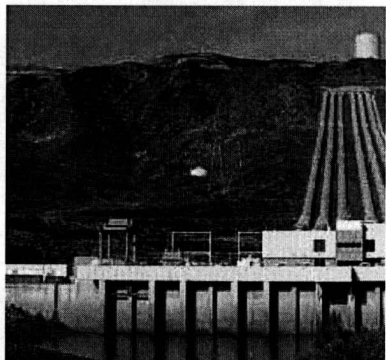
ADMINISTRATIVE/TECHNICAL

(2) KTY Similar Experience (Sub-Consultant)

KTY Engineering is a company primarily composed of retired LADWP employees with many years of power plant design and construction experience in the utility industry. Members of the company offer a wealth of experience including design, drafting, construction, 3rd party reviews, project management, construction management, QA, and testing in utility, petrochemical, industrial, and commercial projects.

Some of the Power Plant projects we were involved in are as follows:

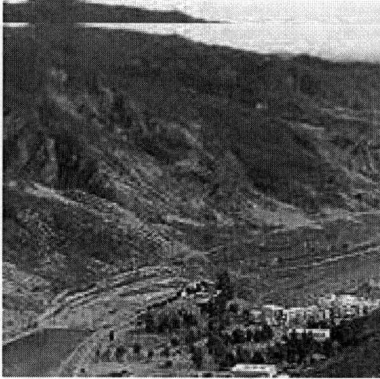
1. Scattergood Generating Station Unit 3, El Segundo, CA
Design and install a new 540 MW supercritical gas fired steam turbine -generator
2. Harbor Generating Station Combined Cycle Units 1&2, San Pedro, CA
Design and Install new 240 MW combined cycle turbine generators to repower existing units.
3. Castaic Pumped Storage Power Plant, Castaic, CA
New 1200 MW Pumped Storage Power Plant
4. Intermountain Generating Station, Delta, Utah
New 1900 MW coal fired Generating Station
5. Alamitos Generating Station, Seal Beach, CA
Design and install new Selective Catalytic Recovery System (SCR) for Units 1, 2, 3, and 4 at Alamitos Generating Station
6. Redondo Generating Station, Redondo Beach, CA
Design and install new Selective Catalytic Recovery System (SCR) for Units 1, 2, 3, and 4 at Redondo Generating Station
7. Harbor Generating Station Combustion Turbine Units 10, 11, 12, 13, and 14, San Pedro, CA
Repowering Project to install five 40 MW combustion turbine generator and auxiliaries at Harbor Generating Station
8. Haynes Generating Station Units 8,9,&10 Combined Cycle, Seal Beach, CA
Project Description: Repowering Project to install a combined cycle unit consisting of two combustion turbine generators and one steam turbine generator with a heat recovery boiler at Haynes Generating Station
9. Valley Generating Station Units 6, 7, & 8 Combined Cycle, San Fernando Valley, CA
Repowering Project to install a combined cycle unit consisting of two combustion turbine generators and one steam turbine generator with a heat recovery boiler at Valley Generating Station.
10. Haynes Generating Station Units 11, 12, 13, 14, 15, & 16, Seal Beach, CA
Repowering Project to install six simple cycle 100 MW combustion turbine generators (LMS100) at Haynes Generating Station.
11. Scattergood Generating Station Units 4, 5, 6, & 7, Seal Beach, CA
Repowering Project to install a 300 MW combined cycle unit consisting of two combustion turbine generators and one steam turbine generator with a heat recovery boiler at Haynes Generating Station.





ADMINISTRATIVE/TECHNICAL

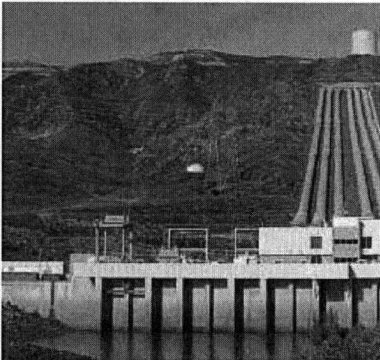
(2) KTY Similar Experience (Sub-Consultant)



Industrial/Commercial Power Projects Including Plan Check:

Note: Generating Stations, Power Plants, and Substations do not normally require electrical plan check since they are exempt from the NEC. Most utilities follow the NEC for safety concerns but are not required to submit plans for plan check.

1. California Steel Industries High Speed Buggy System
2. California Steel Industries Annealing Furnaces
3. Over 8 MW of cogeneration plants. In particular, Knott's Berry Farm, Fairmont Hotel Newport Beach, Nong Shim Foods Inc. Ballys Fitness Centers, Verizon Switching Facilities in Ontario and Pomona, Cal Poly, Mission Plastics



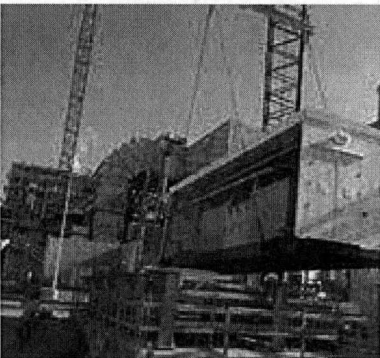
Transmission/Distribution Projects:

1. 230 kV underground transmission cable design, El Segundo, CA
Design and install new 230kV underground transmission cables for Scattergood Unit 3.
2. 34.5 kV DS Stations, Los Angeles, CA
New Distribution Stations DS-84, DS-115, DS-135, and DS-140; Responsible for electrical design and installation of new utility 34.5 kV distribution stations for LADWP.



Renewable Power Projects:

1. Pine Tree Wind Project, Mojave, CA
Install eighty 1.5 MW wind turbine generators (120 MW total). Responsible for initial 34.5 kV distribution collection system layout and point of interconnection grid interface. Also, owners EPC design review and construction QA of electrical systems design including communications and utility SCADA.
2. Pine Tree Solar PV Project, Mojave, CA
Install eighty 10 MW solar PV system. Responsible for project coordination between contractor and LADWP; design review; and constructability review.



Water, Wastewater Projects:

1. SNWA Pumping Plants
2. Hill Canyon Waste Water Treatment Plant
3. Las Virgenes Waste Water treatment Plant
4. Tillman Water Reclamation Plant
5. LA-Glendale Waste Water Treatment Plant



ADMINISTRATIVE/TECHNICAL

(2) American Geotechnical Similar Experience (Sub-Consultant)

RELEVANT PROJECT EXPERIENCE

LOCATION

El Monte, CA

CLIENT

CivilTec, Inc. for
City of El Monte

CLIENT CONTACT

Shem Hawes
CivilTec, Inc.
(626) 357-0588

RELEVANT SERVICES PROVIDED

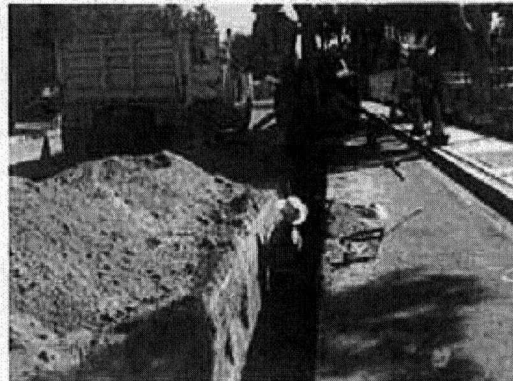
Full Service
Geotechnical:
Geologic Survey
Laboratory Testing
Construction Support

COMPLETION DATE

On-Going

CITY OF EL MONTE - UTILITY PIPELINE INSTALLATION AND GROUNDWATER EXTRACTION WELL FOUNDATION SUPPORT

American Geotechnical is providing laboratory materials testing and earthwork observation / testing services during installation of an 800-foot utility pipeline and subgrade preparation for foundation support. Observation and testing of compaction / density trench backfill, aggregate base and asphalt concrete paving and coordinate with on-site contractor and project inspection team during construction.



STATEMENT OF QUALIFICATIONS

Geotechnical Engineering, Civil Engineering, Materials Inspection & Testing



ADMINISTRATIVE/TECHNICAL (2) American Geotechnical Similar Experience (Sub-Consultant)

RELEVANT PROJECT EXPERIENCE

LOCATION

Bloomington, CA

CLIENT

Marygold Mutual Water Company

CLIENT CONTACT

Justin Brokaw
Marygold Mutual Water
Company
909-877-0516

Steve Gao
Steven Andrews
Engineering
949-215-5050

RELEVANT SERVICES PROVIDED

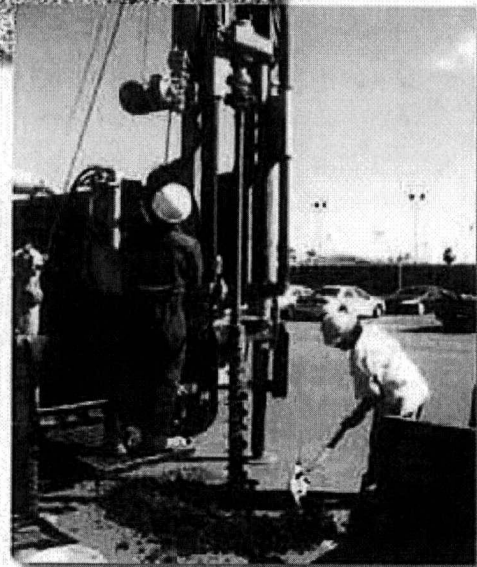
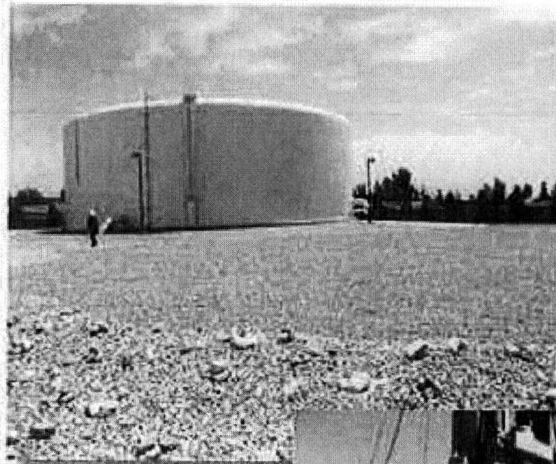
Full Service
Geotechnical

COMPLETION DATE 2012

MARYGOLD MUTUAL WATER COMPANY - 2-MGAL WATER RESERVOIR

American Geotechnical provided geotechnical engineering services for earthwork recommendations and foundation design for a proposed 2-million gallon above ground water reservoir.

The scope of work included advancing subsurface borings, laboratory testing to evaluate hydrocollapse hazards, development of earthwork recommendations and preparation of foundation design criteria.



STATEMENT OF QUALIFICATIONS

Geotechnical Engineering, Civil Engineering, Materials Inspection & Testing



ADMINISTRATIVE/TECHNICAL

(2) American Geotechnical Similar Experience (Sub-Consultant)

RELEVANT PROJECT EXPERIENCE

LOCATION

Westminster, CA

CLIENT

Midway City Sanitary
District
City of Westminster

CLIENT CONTACT

Ken Robbins
714-893-3553

RELEVANT SERVICES PROVIDED

Full Service
Geotechnical
Geologic Survey
Laboratory Testing
Construction Support

CONSTRUCTION COST

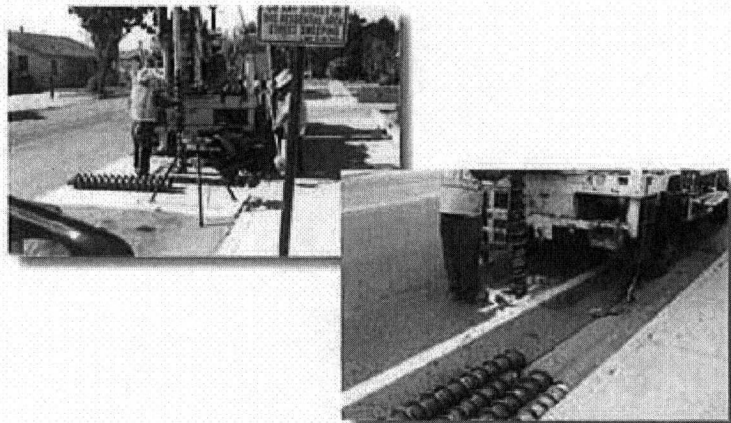
\$1.5 million

MIDWAY CITY SANITARY DISTRICT - SEWER SYSTEM REHABILITATION PROJECT

The project used a pipe-bursting technique to rehabilitate the existing sewer line. The sewer line was located in portions of four streets and a utility easement. Subsurface exploration was not performed within the narrow utility easement or on Hoover Street due to the presence of both underground and overhead utility lines.

The scope of work consisted of project coordination and scheduling/site reconnaissance for marking proposed boring locations for Underground Service Alert, obtaining the necessary encroachment permit for field investigation from the City of Westminster, performing a subsurface investigation consisting of five small diameter borings to a maximum depth of 16.5 feet below street grade utilizing a hollow stem auger-drilling rig, both bulk and relatively undisturbed samples were collected from the borings for subsequent laboratory testing, engineering and geotechnical analyses of the field and laboratory data, and preparation of a report presenting our findings, conclusions, and recommendations for the proposed project.

Services during construction included observation and testing during earthwork.



STATEMENT OF QUALIFICATIONS

Geotechnical Engineering, Civil Engineering, Materials Inspection & Testing





ADMINISTRATIVE/TECHNICAL (2) American Geotechnical Similar Experience (Sub-Consultant)

RELEVANT PROJECT EXPERIENCE

LOCATION

Monterey Park, CA

CLIENT

Southern California Gas Company

CLIENT CONTACT

Tim Gray
562-806-5924

RELEVANT SERVICES PROVIDED

Full Service
Geotechnical
Geologic Survey
Laboratory Testing
Construction Support

CONSTRUCTION COST

\$678,000

COMPLETION DATE

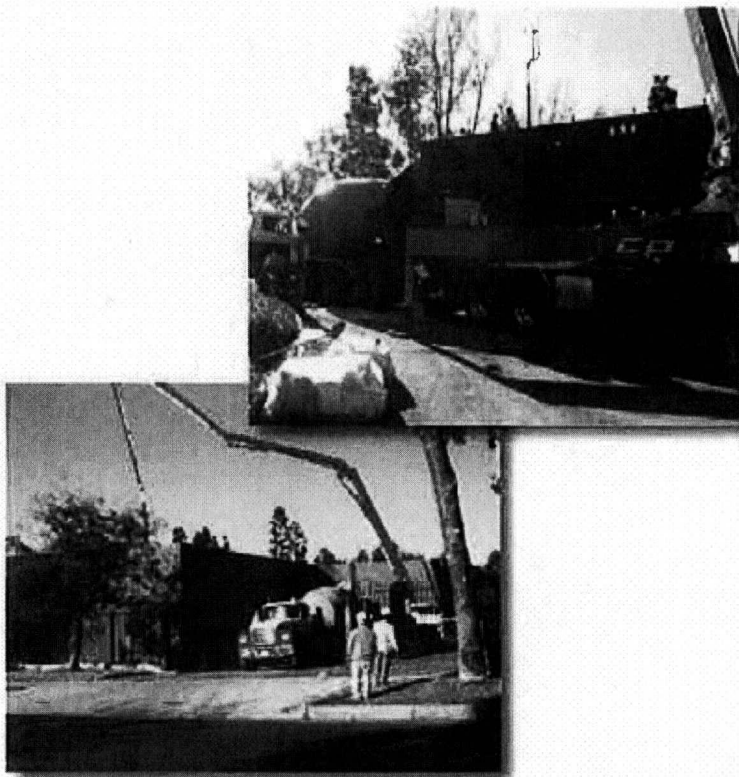
2012

SOUTHERN CALIFORNIA GAS COMPANY / SEMPRA ENERGY - DATA CENTER EXPANSION

American Geotechnical provided Deputy Inspection for reinforced concrete, structural masonry, welding and bolting. Field sampling and laboratory testing of masonry and concrete specimens per project plans, specifications and special provisions. All inspectors were registered with the City of Monterey Park.

FIELD WORK: Provided Engineering Technician for soil/aggregate/asphalt concrete sampling and testing. Sampling and testing was done using Caltrans Test Methods.

LABORATORY TESTS: Subgrade soils, aggregate base and asphalt concrete.



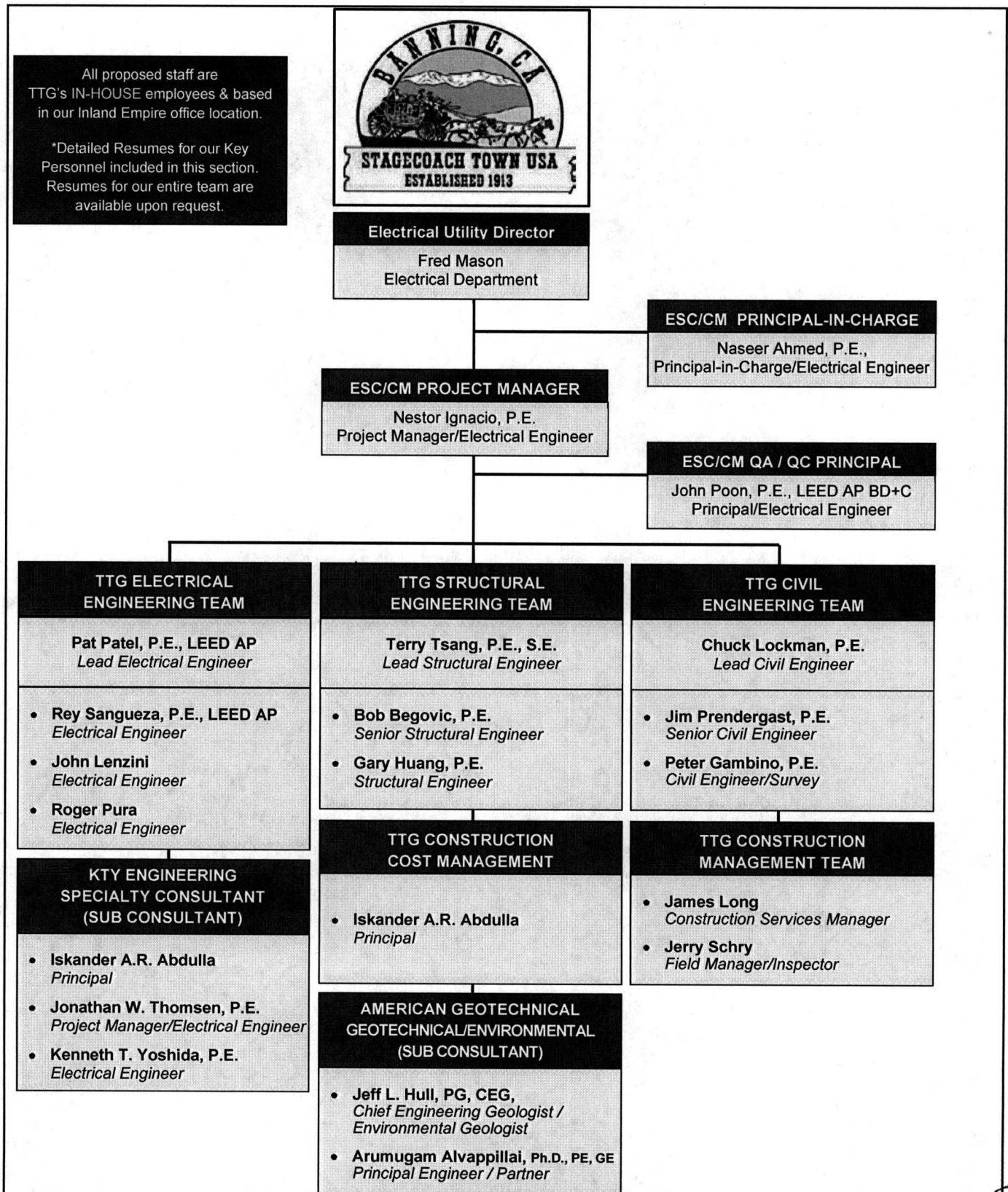
STATEMENT OF QUALIFICATIONS

Geotechnical Engineering, Civil Engineering, Materials Inspection & Testing



ADMINISTRATIVE/TECHNICAL

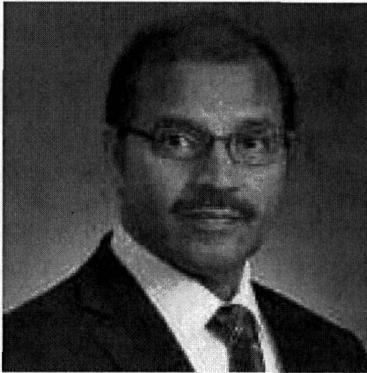
(3) Organization chart





ADMINISTRATIVE/TECHNICAL

(3) Key Personnel (TTG)



Naseer Ahmed, P.E.
Principal-in-Charge/Electrical Engineer

Mr. Ahmed has over 37 years of varied experience in engineering, management, and construction relating to electrical utilities for the building industry. He is experienced in the design of fire alarm, fire protection, industrial power distribution, motor control centers, process control panels, lighting and grounding systems for educational, governmental, healthcare, military, correctional and institutional facilities.

Mr. Ahmed has years of practical construction management and construction administration experience. During these years he has performed several construction management duties such as responding to RFI's, submittal review, justification of change orders, cost, prepare alternative design of problems, review of substitutions, etc.

His experience includes design of power distribution signal, fire alarm and voice/data system infrastructure for hospitals and schools. He has designed emergency generator plants and electrical for chillers, cooling towers, boiler plants for hospitals.

Education

B.S. Electrical Engineering
 University of Engineering &
 Technology
 Lahore, Pakistan
 1980

B.S. Mathematics/ Physics
 Punjab University
 Lahore, Pakistan
 1974

Professional Licenses

E13828:
 EE CALIFORNIA

E72067:
 EE PENNSYLVANIA

E10643:
 EE HAWAII

Membership

The Institute of Electrical &
 Electronics Engineers

Years of Experience

37 years

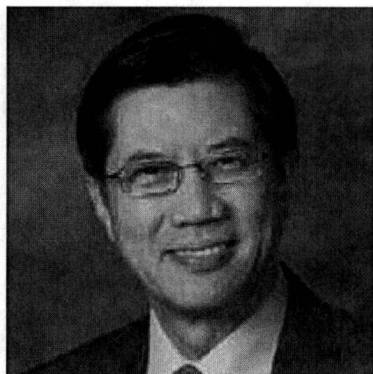
Project Experience

- **City of LA, Department of Water & Power, Los Angeles, CA**
 Substations & Transmission Services
- **San Francisco Hall of Justice, San Francisco, CA**
 Electrical engineering services for replacement of existing DG sets with (2) new 1,000 kW DG Sets and Emergency Power Distribution System
- **San Mateo Youth Services Center, San Mateo, CA**
 12kV Normal and emergency power distribution system included (2) 1,250 kW, 12kV DG sets.
- **Los Angeles Department of Water & Power, Adelanto, CA**
 10MW LADWP Adelanto Solar Power Plant & Connection to 500 kV Substation
- **Department of Veterans Affairs - Los Angeles Ambulatory Care Center Los Angeles, CA**
 Roof Mounted Solar System, 1MW
- **Los Angeles City College Physical Education Building Los Angeles, CA**
 Roof and Wall Mounted Solar Panels, 200 kW
- **City of Pasadena - Department of Water & Power, Pasadena, CA**
 Solar Panel Parking Canopy, 100 kW
- **LAX TBIT Bradley West, Los Angeles, CA**
 34.5 kV Service Distribution, Substations & Switchgear



ADMINISTRATIVE/TECHNICAL

(3) Key Personnel (TTG)



John Poon, P.E., LEED AP **QA/QC, Electrical Engineer**

Mr. Poon has 37 years of varied experience in engineering, management, and construction relating to electrical utilities for the building industry. He is experienced in industrial power distribution, motor control centers, process control panels, lighting and grounding systems for aviation, educational, governmental, healthcare, military, correctional and institutional facilities.

Mr. Poon has years of practical construction management and construction administration experience. During these years he has performed several construction management duties such as responding to RFI's, submittal review, justification of change orders, cost, prepare alternative design of problems, review of substitutions, etc.

Mr. Poon is also involved in all facets of project management duties and responsibilities. He prepares proposals for all building facilities, establish project schedules, establish quality of design, execute quality control engineering, furnish construction cost estimates, and prepare final construction specifications and documents.

Education

B.S. Electrical Engineering
University of Manitoba
1974

Registration

E12687:
EE CALIFORNIA

E6368:
EE HAWAII

E234417:
EE ARIZONA

EE NEVADA

Membership

Association of Professional
Engineers – CA, NV, HI, AZ

Association of Professional
Engineers of the Province of
Manitoba

Association of Professional
Engineers of Geologists and
Geophysicists of Alberta

Institution of Electrical Engineering
of London

Illuminating Engineering Society of
the USA

Years of Experience

37 years

Project Experience

- **City of Los Angeles, Department of Water & Power, Los Angeles, CA**
Renewable Energy Contract - On-Call Transmission Services
- **City of Los Angeles, Department of Water & Power, Los Angeles, CA**
CAT 2005 Energy Transaction Scheduling & Settlement (ETSS) Project
- **California State Prison - Norco, Chino Hills, CA**
High Voltage Infrastructure Analysis
- **California State Prison - Calipatria, Calipatria, CA**
High Voltage Infrastructure Analysis
- **California State Prison - Solano, Solano, CA**
High Voltage Infrastructure Analysis
- **Duel Vocational Institute, Tracy, CA**
High Voltage Infrastructure Analysis
- **California State Prison – Medical Facility, Victorville, CA**
High Voltage Infrastructure Analysis
- **LAPD New Headquarters Facility, Los Angeles, CA**
New LEED Gold Facility & Parking Structure
- **Los Angeles International Airport, Los Angeles, CA**
Tom Bradley International Terminal & West Side Expansion





ADMINISTRATIVE/TECHNICAL

(3) Key Personnel (TTG)



Nestor Ignacio, Jr., P.E.

Project Manager/Electrical Engineer

Mr. Ignacio has over 23 years of electrical engineering experience for medium voltage site infrastructure, light industrial, healthcare, retail, educational, military, commercial, airports, and government facilities. His responsibilities include construction cost estimating, specification writing, construction administration, bidding and negotiation, and all aspects of electrical engineering and design. He has been responsible for the design of normal and emergency power systems for a number of critical applications including hospitals, banks, hotels, and industrial facilities. Emergency power systems for which Mr. Ignacio has had project management and electrical engineering responsibilities have ranged in size from 15 kW to 2250 kW.

Mr. Ignacio has been involved in the design of 4160V conversions to 12kV systems at various college campuses. He has hands-on experience for construction administration such as review of substitution, submittal review, field observation and reports, response to RFI's, etc.

Education

B. S. Electrical Engineering
California State University
Long Beach

Professional Licenses

E16934
PE, CALIFORNIA

Membership

The Institute of Electrical and
Electronics Engineers (IEEE)
National Society of Professional
Engineers (NSPE)
California Society for Healthcare
Engineering (CHSE)

Years of Experience

23 years

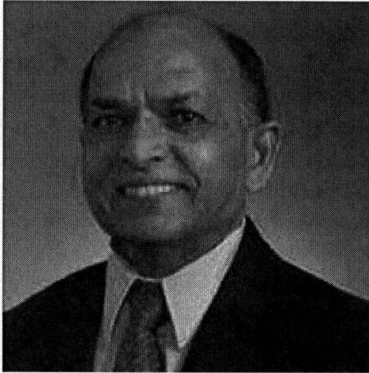
Project Experience

- **Disneyland Resorts, Anaheim, CA**
Show Overhaul - New Warehouse Facility & 12kV Substation Upgrade
Market House - Substation No. 1 Upgrade
- **City of Rancho Cucamonga, Rancho Cucamonga, CA**
Civic Center and Police Department Power, Service Replacement and Emergency Upgrade
- **City of Moreno Valley, Moreno Valley, CA**
New Traffic Office Building
Emergency Generator for City Hall
- **City of Carlsbad, Carlsbad, CA**
3 New Buildings - 1st Responder Police/Fire Facility
- **County of San Bernardino, Fontana, CA**
County Courthouse Switchboard Replacement
- **College of the Desert, Palm Desert, CA**
Campus-wide Site Medium Voltage Infrastructure and New Central Plant
- **Rio Hondo Community College, Whittier, CA**
New Central Plant and Campus site Power Upgrade (4160V to 12 kV)
- **County of Riverside, Indio Health Center, Indio, CA**
Central Plant Upgrade
- **UC Riverside, Riverside, CA**
HSB Building 12kV Site Utility Substation



ADMINISTRATIVE/TECHNICAL

(3) Key Personnel (TTG)



Pankaj Pat Patel, P.E., LEED AP Electrical Engineer

Mr. Patel has over 25 years experience in designing and managing electrical system design including medium voltage service and distribution, lighting, power, fire alarm and telecommunication systems for various projects. He has designed electrical, fire alarm and telecommunication systems for aviation, commercial, industrial, health care, educational, residential, military, and public/institutional facilities. Mr. Patel is responsible for the project management, coordination, design, development, written specifications, cost estimates, construction observation, and equipment selection for electrical engineering projects.

Project Experience

Education

B.S. Electrical Engineering
LD Engineering College
Gujarat, India
1979

Registration

E16245:
PE CALIFORNIA

LEED AP

Years of Experience

25 years

- **Lockheed Martin Palmdale Facility, Palmdale, CA**
Medium voltage site distribution and sub-station upgrade. Design include new 4160V underground feeder from main medium voltage switchgear to building and installation of (1) 1500KVA indoor sub-station and (1) 2500KVA double-ended outdoor substation for future building tenant.
- **Disneyland Market Place, Anaheim, CA**
Replacement of existing 1500KVA sub-station with new 2500KVA substation and new 480V site distribution to block 600.
- **Cerritos High School, Cerritos, CA**
Replacement of existing 41060V sub-station and extension of 4160V feeder to new building
- **Gahr High School, Cerritos, CA**
Replacement of existing 4160V power distribution system with new 480V power distribution system. Designs include removal of existing 41060V electrical service and distribution system and provide new 480V electrical service form utility company and new 480V distribution to system to each building.
- **City of Moreno Valley, CA**
New emergency generator and distribution system. Design include installation of new 750KW generator and connection to existing 1200A, 277/480V, 3p, 4w service to provide 100% back-up power.
- **Cabazon Civic Center, Cabazon, CA**
New multiple electrical services and power distribution system for new Civic Center complex.
- **Kaiser Hospital, Fontana, CA**
Various renovations of existing buildings and addition of new buildings at existing Kaiser Hospital. Design includes extension of existing 4160V and 480V power distribution system to new building.



ADMINISTRATIVE/TECHNICAL

(3) Key Personnel (TTG)



Terry Tsang, SE, PE
Principal, Structural Engineer

Terry Tsang has been practicing structural engineering for over 32 years with 29 years in California, and has been an employee of TTG since 1991.

His experience includes the design and development of new buildings, as well as building modifications and equipment anchorage. Types of buildings include civil buildings, schools, hospitals, office/retail buildings, hotels and parking structures. His work also includes structural investigations and inspections of all types of buildings. Mr. Tsang has experience in preparing reports for FEMA and SB1953 for hospital facilities. He also assists Developer/Owners to select the most economical/appropriate type of structural systems for commercial/retail buildings. Mr. Tsang's role as Project Manager makes him an active participant in all stages of the project. Project specific involvement includes:

- Conduct visual observations of existing buildings and review as-built documents.
- Analyze building structural integrity
- Prepare structural drawings
- Work with the cost estimator to develop the project budget
- Prepare structural calculations using state-of-the-art computer programs.
- Direct the production of structural design and construction documents.
- Monitor construction progress.

Project Experience

- **Ben Clark Training Center, Riverside, CA**
March Air Force Reserve Base
Structural Evaluation for the existing facilities.
- **Fire Station # 42 & 64, Riverside, CA**
Structural Evaluation
- **Riverside County Regional Medical Center, Moreno Valley, CA**
Central Plant Addition & Emergency Department Addition & Remodel
- **Rancho Cucamonga Sheriff Station, Rancho Cucamonga, CA**
New 15,000 SF Facility
- **Indio Public/Police Office, Indio, CA**
New 135,000 SF Facility
- **Long Beach Public Safety/Police Building, Long Beach, CA**
Peer reviewer for the LA County
- **San Bernardino Regional Emergency Training Center, San Bernardino, CA**
New Facility
- **Lompoc Fire/Sheriff Station, Lompoc, CA**
New Building

Education

B.S. Civil Engineering
University of Hawaii

Registration

S.E. California - S2992

P.E. California - C37328

S.E. Arizona - S42537

P.E. UTAH - 5369901

Membership

American Society of Civil Engineers
California Society of Healthcare Engineering

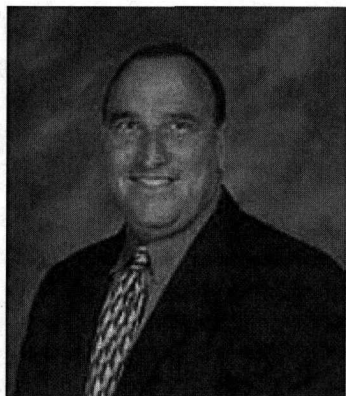
Years of Experience

32



ADMINISTRATIVE/TECHNICAL

(3) Key Personnel (TTG)



Charles W. Lockman, P.E.
Principal, Civil Engineer

Mr. Lockman oversees the civil engineering operation in the Inland Empire area. In this capacity, Mr. Lockman provides overall technical assistance and quality control to the firms projects within this geographical area. Together with Mr. Lockman's expertise and the firm's staff of highly trained individuals, TTG is able to provide its clientele with civil engineering solutions which are innovative, cost effective and which are performed within a timely manner consistent to the client's project schedule and project budgets. These projects have consisted of several infrastructure projects involving the construction of Central Plant Facilities for several Institutional clientele. In addition, Mr. Lockman has a thorough understanding of the Subdivision Map Act, California Planning and Zoning Laws (The Permit Stream Lining Act), and the general processes relative to the California Environmental Quality Act (CEQA). Mr. Lockman is also well versed in the Public Contracting Code, this unique understanding along with a thorough understanding of the jurisdictional requirements of the local municipalities and technical expertise enables Mr. Lockman to be a valuable member to the project team

Education

B.S. Civil Engineering
California State University, Long Beach
1981

Professional Licenses

C42485
CE, CALIFORNIA

Membership

American Society of Civil Engineers
(ASCE)
Associate Member

Consulting Engineers
Association of California (CELSOC)

City and County Engineers Association
San Bernardino and Riverside Chapter

Building Industry Association
Baldy View Chapter
Board of Director and Associate Member

Building Industry Association
Riverside Chapter
Associate Member

Building Industry Association
Orange County
Associate Member

Years of Experience

34 years

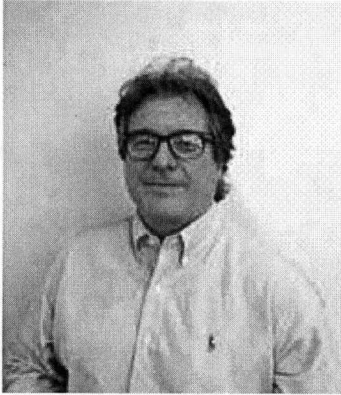
Project Experience

- **County of Riverside Ben Clark Training Center, Moreno Valley, CA**
14-acre Public Safety Training Center owned, operated, and maintained by the County of Riverside. Project consisted of site infrastructure including: SCE 12-kV electrical system; master planned improvements of all on-site roadways; 18" forced main domestic water system; 8" sanitary sewer system; and design/installation of 50+ modular structures with an expected occupancy in excess of 2,000 cadets and staff.
- **County of Riverside Facilities Management: 3rd Street Fleet Services Parking Lot – Riverside, CA**
Site improvements for the approximately 2.5-acre undeveloped site included grading and pavement design in addition to the preparation of a project specific Water Quality Management Plan in compliance with the State Water Quality Control Board's guidelines. Specific water quality devices included bio-remediation via vegetated bioswales and above ground detention basin facilities.
- **County of Riverside EDA, Rancho Jurupa Sports Park – Riverside, CA**
Full design of the grading, drainage, sewer and water systems for the 37-acre Park that includes: 4 Synthetic Soccer Fields with subterranean drainage, Playground, Concession and Restroom Building, 3 Gazebos, Large Shade Structure for group gatherings, and RV Parking. In addition, to the Synthetic Fields, there are several natural turf soccer fields for all age groups.
- **City of Rialto, Frisbie Park, Rialto, CA**
Preparing the precise grading plan and improvement drawings for the revitalization of a 30 acre park consisting of football fields, parking lot facilities, tot lot playground, shade structures and hardscape.



ADMINISTRATIVE/TECHNICAL

(3) Key Personnel (TTG)



James Long **Construction Services Manager**

Senior construction manager with over 30 years of experience managing technological, educational, hospital, office, and industrial facilities domestically and internationally. Customers include Fortune 100 firms, local, regional, state and Federal agencies, and several international companies and governments. Mr. Long's expertise includes fast-track construction, lean practices and integrated project delivery mechanisms. Due to his extensive experience with difficult projects and fast track delivery programs through IBM he has provided global construction consulting services and international crisis management. He is highly experienced in all aspects of scheduling, budgeting, procurement, logistics, quality assurance, risk management.

Project Experience

Education

B.S. Business Administration
University of Redlands
School of Business

M.S. Business Administration
University of Southern California
Marshall Graduate School of
Management

Years of Experience
30 Years

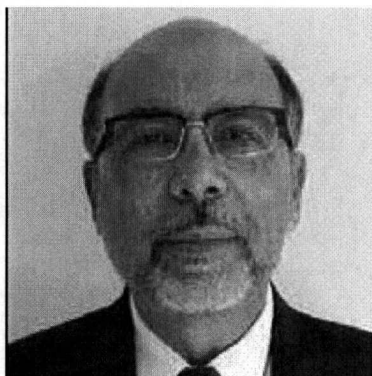
- **Verizon, Various Locations in the US**
Construction management of multiple technology centers throughout the US.
- **Facebook, North Carolina**
Design charrette participation, scheduling, estimating, and construction management of North Carolina and new data center
- **PMI - Walnut Creek, CA**
Construction of seven-story office building including five-story tenant improvement
- **GSA, Washington, D.C.**
Reconstruction of 9-story Federal Court House after the Oklahoma City, OK bombing. Worked closely with senior management of ATF and FBI to assist with clean-up efforts and support of forensic analysis efforts.
- **IBM, Costa Mesa, CA**
10,000 s.f critical data center and 20,000 tenant improvements.
- **City of Hope Hospital, Northridge, CA**
Management of repair efforts for the hospital. Worked closely with senior leadership to implement a forensic plan to verify and validate the facility was free of damage subsequent to the earthquake. Focused heavily on repairs and stabilization of critical care facilities.
- **Heron Financial Corp., Los Angeles, CA**
Six-story tenant improvement remodel. Project included significant reconstruction of building lobby.
- **Metropolitan Museum of Art (NY), Century City Mall, CA**
Construction management for a 6,000 s.f. retail center
- **UCLA Medical Center, Westwood, CA**
Program manager for construction of a new 120,000 s.f. medical center
- **City of Brea, CA**
100,000 s.f. Type V strip center with grocery store anchor.
(2) 150,000 s.f. 6-story office buildings
(2) 100,000 3-story tilt-up office buildings





ADMINISTRATIVE/TECHNICAL

(3) Key Personnel (TTG)



Iskander A. R. Abdulla
Principal, Construction Cost Management

Mr. Abdulla has more than 35 years of experience in the management, coordination, administration and execution of project management, cost consulting and engineering services on a wide range of projects, both domestic and overseas.

His responsibility includes the managing and coordination of construction Cost Estimates and Cost Controls. Additionally, his responsibility consist of leading all pre-construction services including cost estimating, scheduling and budgeting efforts by TTG staff and prepare regular cost reports and cost analysis on the renovation project. Regularly meet with the design team to review cost impacts on design decisions. Provide Value Engineering as appropriate throughout the design process. In addition to his experience in estimating, quantity surveying and project management, Mr. Abdulla has participated in numerous value engineering, cost estimating and cost management projects.

Mr. Abdulla also lectures at the California State University Long Beach Campus in the Construction Engineering Management program Since 2005, including advance estimating, bidding, and cost management.

Project Experience:

- **SW Justice Center Court House, Riverside, CA**
New Construction
- **San Bernardino County Medical Center, Colton, CA**
- **Tom Bradley International Airport - LAX, Los Angeles, CA**
Arrival Area, Renovation and Addition
- **LAX Airport, Los Angeles, CA**
Master Plan Phase Budgeting
- **Fire Station at La Jolla Band Casino, Temecula, CA**
- **Golden West College, Huntington Beach, CA**
Public Safety Building
- **Huntington Beach City Hall, Huntington Beach, CA**
Seismic Retrofit
- **African American Unity Center, Los Angeles, CA**
Value of Incomplete Work and Estimate of Damages caused due to incomplete work
- **Lauth Group Inc. V. - The Sygma Network, Lancaster, CA**
Cost Estimates for Replacement of Defective Drainage and Slab on Grade.
- **VA Outpatient Claim Change Order Evaluation on Owner's Request**
Change Orders for Work Claimed By Contractor
- **San Bernardino Medical Center - Change Order Evaluation**
Supported Owner to Review all Change Orders by General and Sub Contractors

Education

B. S. Civil Engineering
Chicago Technical Institute,
Chicago, IL
Year Graduated –
1975

Professional Affiliations

American Associates of Cost
Engineers International

Value Engineering Workshop
Certificate

Professional Licenses

Contractor "B" License Nevada
(Inactive)

Years of Experience

35 years





2505 Canada Blvd, Suite 3
Glendale, CA 91208
Direct: (818) 839-7777
Fax: (818) 500-4019

Education

Principles and Methods of Supervision
Los Angeles, CA

Masters Program Power Engineering
University of Southern California

Bachelor of Science
University of Washington

Professional License

Electrical Engineer, No. E8163

Years of Experience

45 years

ADMINISTRATIVE/TECHNICAL

(3) Key Personnel (KTY)

Kenneth T. Yoshida, P.E. Principal Electrical Engineer

Supervised the Thermal and Hydro Generating Stations and the Instruments and Controls Groups at the Department of Water and Power Generation Business Unit. Lead project engineer for continuing projects with external agencies including petrochemical and water treatment companies.

Highly qualified engineering professional with extensive background in project management, planning, design, and construction for the utility industry. Strong management and communication skills with excellent administrative and technical background. Over 45 years of combined experience in fossil and hydro power generating stations, co-generation and combined cycle projects, petrochemical plants including power distribution load reconfiguration, wastewater treatment facilities, chlorination and pumping stations.

Relevant Experience

- **LADWP Scattergood Generating Station Units 1, 2, 3 Re-Powering Project**
Scattergood Generating Station Units 1, 2, & 3 Re-powering Project in El Segundo, California. Project is to repower 700 MW existing steam turbine generators with combined cycle and simple Cycle generating units.
- **LADWP Haynes Generating Station Units 5&6 Re-Powering Project**
Haynes Generating Station Units 5&6 Re-powering Project in Long Beach, California. Project will install six 100 MW Gas Turbine Generators for a 600 MW Simple Cycle Power Plant. Project Role: Owner's Electrical consultant for project preliminary design and planning review.
- **Hill Canyon Co-generating Station Units 5&6 Re-Powering Project**
Lead Project Electrical Engineer for Designer Engineering and Contracting, Inc. to install a cogeneration system at Hill Canyon Waste Water Treatment Plant in Thousand Oaks, California.
- **Hyperion Treatment Plant, 2500 HP Variable Frequency Drives**
I was responsible for the Department's involvement in improving the quality of electrical service to Hyperion. I directed the completion of an investigative study to improve the quality of service, which resulted in the construction of a 34,500 volt temporary dedicated line to the treatment plant.
- **AES Alamitos SCR Systems**
Project Electrical Engineer for new Selective Catalytic Recovery System for large steam turbine generator boilers- Units 1, 2, 3, and 4.
- **AES Redondo SCR Systems**
Project Electrical Engineer for new Selective Catalytic Recovery System for large steam turbine generator boilers- Units 5 and 6.
- **Western Riverside Municipal Water District**
Engineering services for complete Y2K inventory and assessment of a 6-MGD wastewater treatment plant, two lift stations, and two pumping plants.



2505 Canada Blvd, Suite 3
Glendale, CA 91208
Direct: (818) 839-7777
Fax: (818) 500-4019

Education

Bachelor of Science
California State University

Professional License

Electrical Engineer, No. E8536

Years of Experience

44 years

ADMINISTRATIVE/TECHNICAL

(3) Key Personnel (KTY)

Jonathan W. Thomsen, P.E. Supervising Engineer/Project Manager

Mr. Thomsen is a professional engineer with background in the design, construction, testing, and commissioning of large projects for the utility industry. He has over 44 years of combined experience in fossil and hydro power generating stations, co-generation and combined cycle projects, petrochemical, water supply systems, wastewater treatment facilities, chlorination and pumping stations.

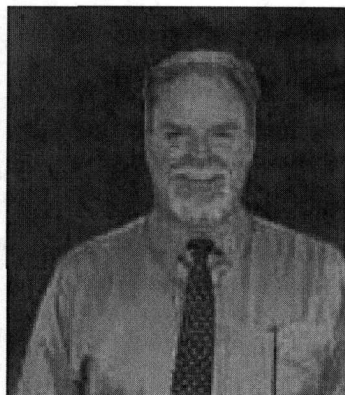
Relevant Experience

- **LADWP Castaic Modernization Project**
Design of electrical systems for controls upgrade for Department of Water and Power pumped storage power plant.
- **LADQWP Castaic Modernization Project**
Scope, specifications and design for auxiliary power systems, 2303 kV high voltage switchyard equipment and wiring, plant control system wiring interface, cable and raceway coordination, system protection interface, turbine generator systems and auxiliaries, for six 270 MW pump storage power plant.
- **County of Los Angeles Department of Sanitation**
Scope, specifications and design for auxiliaries power systems, schematic diagrams, wiring and raceway drawings.
- **Power Tech Engineers Inc., Walnut**
Design and layout of emergency diesel generators.
- **LADWP Harbor Generating Station U1&2 Repowering**
Scope, specifications, and design for 480V-13800V auxiliary power systems automation of water pumping plant, CO₂ fire protection systems, emergency lube oil systems for large turbine-generator sets and 480V through 4160V motor starter installations. Preparation of specifications for purchase and refurbishment of 2400V-4160V power system equipment. Coordination studies and fault duty calculations for auxiliary power system. Design of automatic start-up and shut-down of excitation system for synchronous condensers.
- **LADWP Field Engineer**
Commissioning for new and modified systems and equipment for generating and distribution stations including large power transformers, circuit breakers, and protective relay systems.



ADMINISTRATIVE/TECHNICAL

(3) Key Personnel (American Geotechnical)



Jeff Hull, PG, CEG

Chief Engineering Geologist/Environmental Geologist

Mr. Hull has over 24 years of multi-disciplinary earthscience consulting experience with a focus on engineering geology and geotechnical engineering, environmental geology, paleo-seismology and paleontology.

His background in engineering geology relates to proposed residential/commercial grading and development including remodels/additions, roadway, bridge abutment and slope construction. He has experience in the analysis of landsliding, rock falls, debris flows, active faulting, tsunamis and liquefaction hazards, and served as lead field geologist on several large-scale remedial mass grading development and landslide repair projects. Other experience includes geologic mapping, schematic cross section preparation, cut/fill slope grading support and field-verification of geotechnical recommendations during construction grading. Conducted drilling/trenching, down-hole logging, soil and groundwater sampling, sub-drain installation, manometer surveys, soil density testing, crib-wall construction, caisson/tie-back shoring wall construction, dewatering, rock-bolt drilling, boulder-scape construction, rock-scaling observation, cement-treated soil, pressure grouting, vertical wick-drain installation, slope inclinometers, tilt-meters, and groundwater monitoring well and piezometer instrumentation/installation. Projects also involved application of geotechnical engineering and engineering geologic expertise in support of construction defect litigation cases.

Environmental geologic duties include management and performance of office and field tasks in completion of Phase I & II Site Assessments, involving investigation of hazardous material releases into soil and groundwater. Performs literature and regulatory agency review searches, evaluation of resultant environmental hazard reports, assessment of topographic, geomorphologic, geologic and hydrogeologic conditions, installation of groundwater monitoring well arrays, collection of groundwater and soils samples, establishment of chemical testing analysis programs, groundwater characterization studies including depth, flow rate, flow direction and piezometric surface determinations, aquifer material characterization and migration pathways, oversight of underground storage tank removal, hazardous material inventories, preparation of technical reports and expert witness testimony.

Mr. Hull is also an instructor of Minimum Continuing Legal Education (MCLE/CLE) courses for the agents licensed by the California Department of Insurance and California attorneys.

Relevant Experience

- **Irvine Ranch Water District-Silverado Canyon Water Pipeline Replacement Investigation – Silverado, California (CivilSource) – Project Manager**
Completed a design-level preliminary geotechnical investigation for a proposed 8,200-foot domestic water pipeline project including drilling, traffic control and laboratory testing tasks.
- **Preliminary Geotechnical Investigation - Yorba Linda, California - Project Manager**
Manager of geotechnical exploration activities for proposed 500-acre Esperanza Hills residential community including construction of large cut/fill slopes, roadways, bridge and other infrastructure.

Education

Bachelor of Science - General Geology
San Diego State University,
San Diego, CA

Associate of Arts - Earth Science
Saddleback Community College

Professional Registrations

Professional Geologist
California No. 6364 (issued 08/95)
Certified Engineering Geologist
California No. 2056 (issued 06/97)

Professional Involvement

Association of Environmental &
Engineering Geologists
South Coast Geological Society
San Diego Association of Geologists
Central Coast Geological Society

Years of Experience

24 years



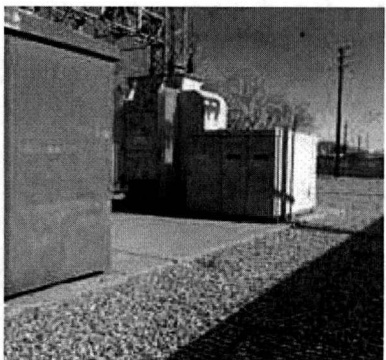
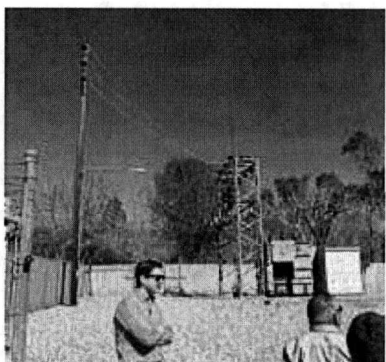
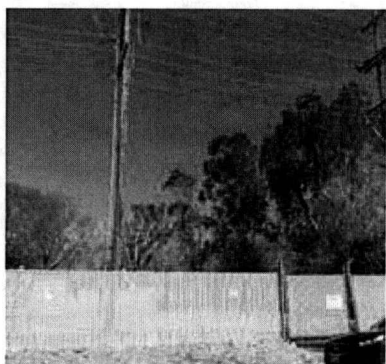
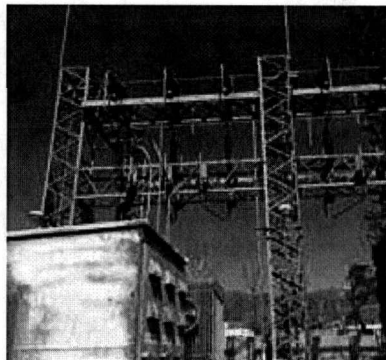
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ADMINISTRATIVE/TECHNICAL

(4) Project Design Methodology

Description of project design methodology including manner and frequency of coordination with City Staff.



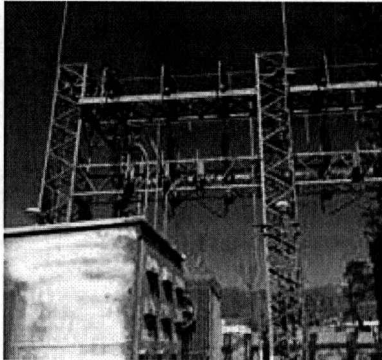
TTG believes in and practices a collaborative approach to executing a project with multiple stakeholders and project goals. The collaborative approach starts with selecting the right project manager and project design team. For the City of Banning, Engineering Services for Substation 12kV Conversion project, we propose a project management approach that includes a Principal of the firm as the overall Principal-in-Charge and an experienced Project Engineer assigned as the Project Manager. Naseer Ahmed, P.E. is proposed as the overall Principal-in-Charge. Mr. Ahmed is an experienced (37 years), hands-on electrical design engineer responsible for delivering many successful electrical system renovation and replacement projects for public agencies and private owners, including the City of Moreno Valley, University of California Riverside, and College of the Desert. In addition to setting the direction of the project, Mr. Ahmed will be responsible for all contract negotiations, client interface and management, overall project scheduling and budget control, and implementation of the Quality Assurance/Quality Control plan. Nestor Ignacio, P.E., Associate Principal is proposed as the Project Manager. Mr. Ignacio is an experienced (23 years) project manager with several recent high profile projects successfully delivered. Mr. Ignacio will be responsible for the day to day management of the project, in charge of production, sub-consultant coordination and commissioning of the medium and high voltage substation, transformer, feeder conduit and cables.

This project is represented by TTG as the prime consultant that manages structural, civil, geotechnical engineers, cost estimator, Specialty Substation Consultant and Construction Management. TTG feels that by providing an executive level principal-in-charge as well as a technical oriented project manager, the City of Banning will benefit from the cohesive team's successful track record. The remainder of the proposed project team will be rounded out by TTG experts in electrical engineering, structural engineering, Civil, cost estimating and construction management, as well as sub-consultants specializing in medium voltage and high voltage substations, and medium voltage system test and certification. TTG is unique in that we offer all major engineering disciplines in-house and under one roof. The sub-consultants chosen for the team also bring expertise and experience specific to this type of project. This project will be executed from our Inland Empire office located in Ontario. The Ontario office is just 45 miles from the City of Banning. The close proximity of our office to the project site will offer unparalleled prompt service as well as TTG's full attention and dedication to the project. Many of the chosen sub-consultants are also Inland Empire firms, further enhancing a local presence to the project team.



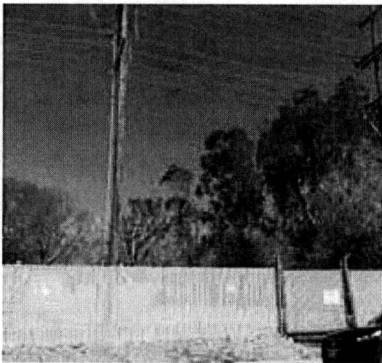
ADMINISTRATIVE/TECHNICAL

(4) Project Design Methodology

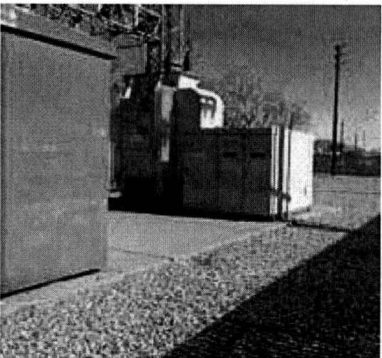
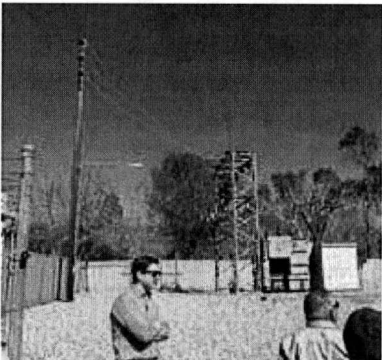


Description of project design methodology including manner and frequency of coordination with City Staff.

TTG understands that the City of Banning is planning to implement its capital improvement project program beginning in 2014 for a period of three years. The Capital improvement projects include, but not limited to: Overhead and underground 4-KV to 12KV voltage conversions, Overhead distribution to underground distribution at voltages of 33KV, 12KV and 4KV and secondary systems conversions, 33KV/12KV and 33KV/4KV substation improvements, and 12KV and 4KV distribution systems modifications. The City has intended to award one master services agreement for a period of three years with not to exceed amount of \$720,000 to perform the engineering services based on task order basis to include project management, engineering and design, environmental review and permitting, procurement of materials, equipment and construction services, construction management and other related services to support the City of Banning electrical capital improvement program. Upon reaching an agreement on each Engineer's project task order proposal, The City will issue a written task authorization to the Engineer authorizing to commence work. Each task authorization will contain the minimum of: description of the work to be performed, the estimated cost, time required, and any extraordinary project parameters.



The project management and Administration task will be provided throughout the duration of the projects to ensure fulfillment of the project scope within budget and schedule. Project management responsibilities include proper scheduling of review, budget control, invoice preparation, and complete coordination between Banning Project manager, City staff, and the TTG Engineering Team. TTG manager will maintain the master project schedule identifying all tasks, weekly and monthly project progress reports, milestones and client review periods, implement TTG's thorough quality assurance/quality control (QA/QC) plan through the course of the project, attend project meetings and prepare meeting minutes. TTG will submit QA/QC plan to the City for review and provide copies of all QA/QC project documents at the 50% and 100% milestones. It is important for TTG to provide written notice to the City within 7 days if the task expenditures reach 70% of the authorized dollar limit. Weekly progress reports shall be transmitted to the City project manager by every close of business on Friday. The monthly progress report shall be transmitted to the City project manager that briefly describes the status of all contract tasks.



Engineering, design and environmental services include preparation of job packages per specific task order, project kick-off meeting, initial data collection and preliminary design report, prepare calculations, design drawings, construction and materials standards, specifications, cost estimates, project schedules, and specific services as required such as environmental review, geotechnical studies, and surveying to complete the work. The project team will focus on the existing condition; verify, confirm and validate report recommendation by providing a preliminary design report that will dictate the final scope. All as-built and existing drawings will be gathered and

566



ADMINISTRATIVE/TECHNICAL

(4) Project Design Methodology

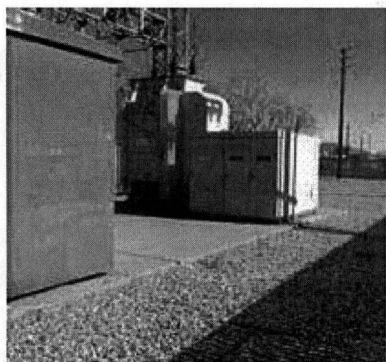
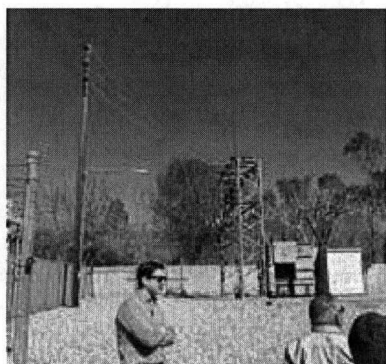
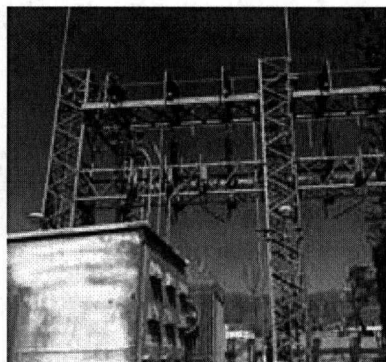
Description of project design methodology including manner and frequency of coordination with City Staff.

reviewed. We will develop a thorough understanding of the original design intent, analyze the capacity based on the current usage and future expansion. Each piece of equipment part of the scope will be analyzed for condition, capacity, maintenance history, remaining useful life. The existing electrical infrastructure and structural concrete pad and project boundaries will be analyzed with respect to the equipment replacement so that any required upgrades can be identified and accounted for in the preliminary budget cost estimate. The deliverables will include the electrical systems assessment report with options and recommendations for replacement, a schematic level design package based on the City of Banning's Task Order and a budget cost estimate.

The development of construction documents will be in accordance with the City approved schematic design package and preliminary design report. The construction documents will include all necessary plans, drawings, specifications, and calculations required to obtain approval from all government agencies having jurisdiction over the project. The construction documents will be submitted to the City at 50% and 90% milestones for City review and comment. Technical specifications will be prepared in CSI format and written in Microsoft Word format. The 90% construction document package will also be submitted to City plan check. All comments from the 90% staff review and City plan check will be incorporated into the 100% construction documents. A final construction cost estimate will be prepared based on the approved 100% construction documents and a construction schedule will be prepared. The final approved 100% construction document package will be submitted to the City purchasing service manager in PDF format for public advertising for bid.

American Geotechnical, Inc. proposes to evaluate the geotechnical conditions underlying new substations and associated areas by conducting a combination of exploratory tasks and analyses that may include, but not be limited to, subsurface drilling and trenching exploration, soil and bedrock sampling, physical laboratory testing, assessment of seismic design parameters and identification of tectonic criteria such as locations of the nearest active earthquake fault, maximum credible earthquake accelerations, etc. The scope of the investigations will be tailored to each specific substation plan and the overall intent of our services will be to determine appropriate parameters for use by engineers to prepare specific design plans for construction. Depending upon the details of the individual substation design we will provide geotechnical recommendations for structural pads, drilled pier, building foundations, mat slabs, and retaining or screen walls. If appropriate, we will also analyze and provide recommendations for pavement design, temporary crane access and tie-down supports.

Support services during construction include preparation of the notice of inviting bids, attend and conduct pre-bid job walk with prospective bidders and City staff, provide plan clarifications during bid and award period, and provide information and issuance of bid addenda, assisting City with the preparation and procurement of materials and equipment, providing all standards and practices typical of electric municipal utilities in





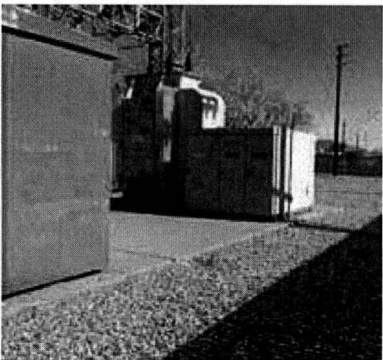
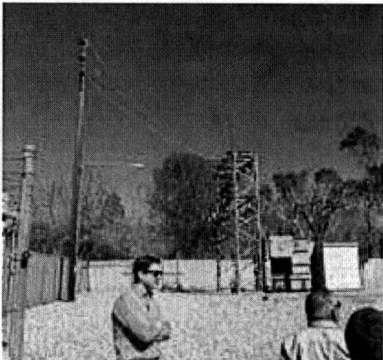
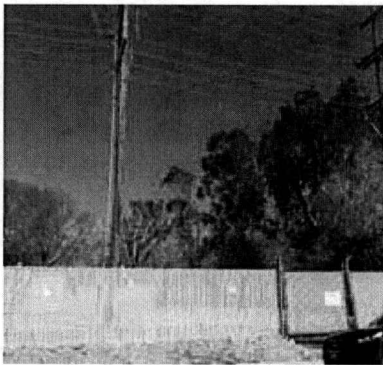
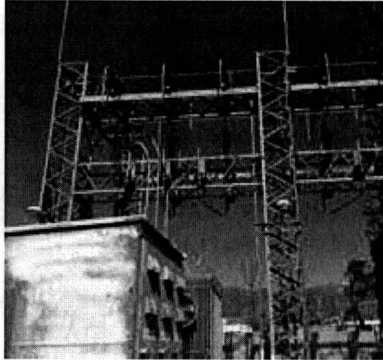
ADMINISTRATIVE/TECHNICAL

(4) Project Design Methodology

Description of project design methodology including manner and frequency of coordination with City Staff.

Southern California, review bids, assist with the recommendation of the award, review of RFI and submittals, inspect materials and equipment when delivered at site and assist the city with management of materials and equipment for use by City and Contractor use. TTG services also include preparation and updating of project schedules and completion cost estimates, conduct weekly on site project review meetings with City and Contractor representative, prepare meeting agenda and minutes, review of change requests, and completion of as-built record drawings. The weekly site meeting will conclude with weekly site inspections of construction projects and will work with the City and Contractor on resolving any issues that arise during course of construction.

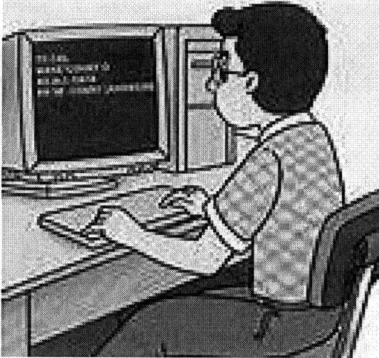
TTG, in conjunction with a high voltage inspector (TTG sub-contractor) will develop a commissioning plan at the beginning of construction and conduct a meeting with the contractor to review the commissioning plan and to schedule appropriate commissioning milestones. The high voltage specialty inspector with the team will perform all the high or medium voltage inspections for the duration of the construction. The commissioning plan will contain appropriate pre-functional and functional checklists for all electrical equipment. During start-up of the equipment and systems, the TTG commissioning agent will work with the contractor and equipment manufacturer's field service technicians to ensure that all equipment is properly started up and functionally tested. Once all systems have been tested to the satisfaction of the commissioning agent and the City, a final commissioning report will be issued to the city. As part of the closeout process, TTG will collate the contractor's red marked construction set and produce a final "As-Built" set of drawings for the City's records and use.



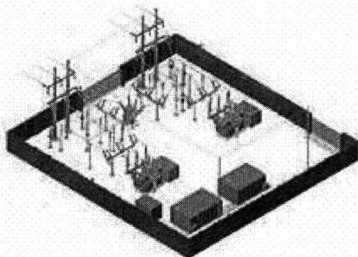


ADMINISTRATIVE/TECHNICAL

(5) Resources - AutoCad



TTG is supported by state-of-the-art computer resources and is capable of providing design and construction documents using the latest versions of Computer Aided Drafting (CAD). TTG began CAD operations in August 1988. CAD allows TTG to provide its services with greater speed and accuracy than previously possible with manual techniques. TTG has a total commitment to CAD and is constantly expanding its system to involve all professional personnel in the office. The system presently includes 200 IBM-Compatible PC's and notebooks running AutoCAD. The systems are extremely flexible and are used by all disciplines in the office involved with the production of drawings.



In the design stages, rapid drafting of alternatives allow for a more comprehensive search for the best possible design. During the production of construction documents, speed, accuracy, & uniform use of symbols result in a better-coordinated & complete set of drawings. During job negotiations and construction, a flexible graphic database allows for rapid changes, which produces documents that are up-to-date and accurate. The engineers have the most advanced analysis & design software available on the market, as well as a large library of programs written in-house. This facilitates refined studies of both existing & proposed systems. By utilizing AutoCAD, we have the capability to be in direct link with each other via a Local Area Network (LAN) to efficiently exchange design & drafting information.

TTG can successfully translate drawings to and from all major CAD systems (AutoCAD, etc.) ensuring compatibility with the CAD solutions employed by our consultants and clients. TTG is versed in the use of electronic document transfer (email, FTP) of files across the country facilitating project delivery and document transfer in minimal time frames, enabling our clients and us to optimize work effort and coordinate plotting and printing schedules.

TTG is fully equipped with state-of-the-art equipment such as copy machines, fax machines, computers, telecommunication equipment, and all other engineering related equipment. TTG employs the graphic computers as an extension of the capabilities of its existing professional staff rather than merely a device to increase the speed of a small group of technical draftsmen.

Our computer software includes the following:

- CADD SOFTWARE (AutoCad 2014)
- PC HARDWARE
- COMPUTER SOFTWARE
- PROJECT MANAGEMENT & SCHEDULING SOFTWARE
- WORD PROCESSING SOFTWARE
- SPECIFICATIONS SOFTWARE
- ELECTRONIC FILE TRANSFERRING



ADMINISTRATIVE/TECHNICAL (7) Proposed Sub-Consultants



2505 Canada Blvd, Suite 3
Glendale, CA 91208
Telephone: (818) 839-7777
Fax: (818) 500-4019

KTY Engineers: (Speciality Consultants)

Speciality Engineers providing design services for the following:

- Substations Overhead structures and rigid bus structures
- Overhead transmission line
- SCADA
- Relaying/Protection



**American
Geotechnical, Inc**

22725 Old Canal Rd,
Yorba Linda, CA 92887
Telephone: (714) 685-3900
Toll Free:(800) 275-4436

American Geotechnical: (Geotechnical/Environmental)

The following services shall be provided on as-needed basis:

- Inspections: Reinforced concrete, welding, and bolting
- Soil testing/Lab Testing
- Geotechnical Analysis



FEE PROPOSAL

TTG Engineers

2014 SCHEDULE OF CHARGES FOR ENGINEERING SERVICES

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advance notice.

PERSONNEL HOURLY RATES

Principal.....	\$212	Designer	\$128
Project Manager	\$185	CADD Operator	\$ 92
Project/Senior Engineer	\$170	Construction Administrator	\$145
Engineer	\$145	Word Processor/Clerical	\$ 72

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight hours will be charged in any day. Overtime, if required in the interest of the project, will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel. Overtime will apply to time in excess of forty hours per week and all time on Saturdays, Sundays, and holidays. In the event of adverse weather conditions or other factors beyond our control, a standby charge of four hours per weekday will be made for field personnel. Reimbursable expenses are in addition to personnel rates. Reimbursables will be billed at cost except as noted below.

MISCELLANEOUS CHARGES

Passenger Car	\$0.55/mile with minimum of	\$ 35/day
Plotting (except for in-house use)	\$3.50/sheet	Photo Copy..... \$ 0.15/page

ANNUAL ADJUSTMENT

These rates will be adjusted annually effective the beginning of each year.

INSURANCE

TTG Engineers maintains Professional Liability Insurance with a limit of \$5,000,000 per occurrence and \$6,000,000 aggregate as well as General Liability Insurance with an aggregate limit of \$2,000,000 and will furnish certificates of such insurance upon request. In the event the client desires additional coverage, we will, upon the client's written request, obtain additional insurance at the client's expense.



FEE PROPOSAL
KTY Engineers
(Sub-Consultant)



Rates for 2014

Our standard rates are:

Project Manager	\$200.00 / hr
Project Engineer	\$190.00 / hr
Specialist	TBD
Structural Engineer	\$200.00 / hr
Sr. Mechanical Engineer	\$175.00 / hr
Sr. Electrical Engineer	\$175.00 / hr
Civil Engineer	\$145.00 / hr
Designer	\$105.00 / hr
Drafting:	\$90.00 / hr
Clerical	\$50.00 / hr

- At request of client, any hours worked over 8 hours in one day, Monday through Friday, and first 8 hours on Saturday will be charged at 1.5 times the hourly rate.
- At request of client, any hours worked on Sunday, holidays and hours over 8 hours on Saturdays will be charged at twice the hourly rate.
- All project expenses such as blue prints, parking, plan check, permit fees, etc. will be billed at cost.
- Mileage charge of \$0.60/mile will be added on project related automobile use.
- Commercial travel expenses such as airlines, car rentals, etc. will be billed at cost.
- Subsistence allowance of \$300/day will be added for personnel on out-of-area assignment requiring overnight stay.



572



FEE PROPOSAL

American Geotechnical (Sub-Consultant)

PROFESSIONAL SERVICES

Principal Engineer/Geologist	200.00/hr
Chief Engineer/Geologist.....	185.00/hr
Senior Engineer/Geologist.....	175.00/hr
Project Engineer/Geologist.....	155.00/hr
Staff Engineer/Geologist.....	135.00/hr
Project Manager – Field & Lab	125.00/hr
Laboratory Technician Services	85.00/hr
Field Assistant.....	75.00/hr
Technical Illustrator	85.00/hr
Office Services	70.00/hr
Staff Information Services	85.00/hr
Field Technician (Soils/ACI-Concrete/Paving Inspector).....	75.00/hr

LABORATORY TESTING SERVICES – SOIL AND AGGREGATE

(per test unless otherwise indicated)

Moisture Density and Dry Unit Weight (Rings)	30.00
Atterberg Limits (D4318)	170.00
Visual and Tactile Classification (D2488)	25.00
Particle Size Distribution.....	190.00
Particle-Size Distribution/Hydrometer Combined (D1140, D422)	280.00
Hydrometer Analysis (D422)	100.00
Special Gradation	285.00
#200 Wash (C117, D1140).....	65.00
Sand Equivalent (D2419/CT217).....	85.00
Swell or Collapse (Intact Air-Dry, HUD).....	115.00
Swell or Collapse (Remolded Air-Dry, HUD)	135.00
Expansion Index (D4829)	115.00
Maximum Density (D1557-4 in. mold)	210.00
Maximum Density (D1557-6 in. mold)	215.00
Maximum Density (check point)	100.00
R-Value – Soil (D2844/CT301)	285.00
R-Value Aggregate Base (D2844/CT301)	300.00
Unconfined Compression (D2166)	175.00
Direct Shear: Quick, per point	85.00
Direct Shear: Slow, per point.....	100.00
Direct Shear: Cyclic Residual, per point	150.00
Direct Shear: Constant Stress, per point	285.00
Direct Shear: Quick, per point (remolded)	100.00
Direct Shear: Slow, per point (remolded).....	50.00
Consolidation, Time (D2435) 1 load test	230.00
Consolidation, No Time Monitoring (8-10 pt. Incremental)	230.00
Torsional Shear (D6467), per point	345.00
Unit Weight-Aggregates (C29/CT212).....	125.00
Plasticity Index (D424/CT204).....	200.00
Particle-Size Distribution-ret. on #200 (C136/CT202)	100.00
Special Handling, Storage, and/or Disposal	Hourly Rates
Outside Laboratory	Cost + 20%
Corrosivity (So ₄ , Cl, pH and Resistivity)	260.00
Concrete Cylinder Compression Test (C39/CTM521)	30.00/ea
Maximum Density (Marshall D6926 or Hveem D1561)	285.00/ea
Thickness of core samples.....	25.00/ea
Density of core samples	65.00/ea
Resistance to Abrasion of Slurry Seal Mixes (D3910).....	125.00/ea
Binder Content (Ignition Oven Method CT382/D6307/T308).....	105.00/ea
Extraction, % Asphalt (Reflux)D2172	285.00/ea
Gradation of Extracted Aggregate (including wash) CT202/C136	115.00/ea
Mix Design by Marshall or Stabilometer method	Quote

Wpdata/contract templates/ FEE SCHEDULE 02-14-14 NON I-14 (TMG BANNING PROPOSAL ONLY)



FEE PROPOSAL

American Geotechnical (Sub-Consultant)

Regular, Overtime, and Minimum Charges

- Regular Time: First 8 hours, Monday thru Friday, between the hours of 5:00 am and 5:00 pm.
- Time and One-Half: After the first 8 hours through 12 hours, Monday thru Friday, and the first 12 hours on Saturday.
- Double Time: After the first 12 hours, Monday thru Saturday, all day Sunday
- Called out but no section performed: 2 hours
- Four Hour Minimum: 1 to 4 hours of inspection completed before noon or commencing afternoon
- Eight Hour Minimum: Inspection over 4 hours plus any inspection extending past noon.

Outside services, subcontract costs, and other expenses will be charged on a cost plus 20 percent basis. Charges for special equipment, testing, and/or services will be by arrangement in accordance with the above fees on a unit and/or cost plus 20 percent basis. Unless otherwise stated, proposals are valid for 45 days from the date thereon.

Wpdata/contract templates/ FEE SCHEDULE 02-14-14 NON I-14 (TMG BANNING PROPOSAL ONLY)



574

Exhibit "A"

CONTRACT SERVICES AGREEMENT

By and Between

**THE CITY OF BANNING,
A MUNICIPAL CORPORATION**

and

LEIDOS ENGINEERING, LLC

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
LEIDOS ENGINEERING, LLC**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this ___ day of _____, 2014 by and between the City of Banning, a municipal corporation (“City”) and Leidos Engineering, LLC, (“Consultant” or “Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.” (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning’s Municipal Code, City has authority to enter into this Agreement Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities

necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the

performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Seven Hundred Twenty Thousand Dollars (\$720,000.00) (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>P. Anthony Hanson</u>	<u>Senior Project Manager</u>
(Name)	(Title)

<u>Steven S. Rupp</u>	<u>Vice President</u>
(Name)	(Title)

_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers,

employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days

prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3. .

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost

of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other

discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ (\$ _____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has

initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times

avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David Aleshire, City Attorney

CONTRACTOR:

LEIDOS ENGINEERING, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ ☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____
☐ GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
☐ OTHER _____	

SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Engineering and Design Services for capital improvement projects which will include, but are not limited to

- Replace existing 34-kV/4-kV with new 69x34-kV/12-kV Substation for Airport and Alola Substations
- Overhead and Underground 4-kV to 12-kV voltage conversion
- Conversion of Overhead distribution to underground distribution at voltages of 34-kV and 12-kV
- 12-kV distribution system modifications

B. Project Management

C. Environmental Review and Permitting

D. Procurement of materials, equipment, and construction services

E. Engineering Services during construction

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

A. An Engineer's Task proposal containing the following information for each task:

- A description of the work to be performed
- The estimated cost
- Time required to complete
- Any extraordinary project parameters

B. Conduct field investigations and prepare calculations, design drawings, construction and material standards, construction specifications, material and equipment specifications, cost estimates, and cost-loaded project schedules as may be required to define the work for completion by either the City or a Contractor hired by the City

C. Provide environmental review, geotechnical studies and surveying to complete the work

D. Prepare weekly progress reports of approved projects

- E. Preparation of bid packages and review of contractor bids
 - F. Prepare requests for information, submittal information, and change orders
 - G. Submit as-built records and drawings at the closing of each construction project
- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
- A. Conduct periodic project review meetings during design
 - B. Submittal of weekly progress reports of approved projects
 - C. Prepare meeting minutes, meeting agendas, and action items during the construction of projects
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor will utilize the following personnel to accomplish the Services:**
- A. Senior Project Manager Anthony Hanson
 - B. Deputy Project Manager Jon Olenski
 - C. Quality Assurance/Quality Control Ken Aldridge
 - D. Substation Lead Electrical Engineer Blake Dicus
 - E. Substation Electrical Engineer Adam Fox
 - F. Substation Lead Electrical Engineer Adam Stevenson
 - G. Substation Electrical Designer Edward Durham
 - H. Senior Substation Relay & Controls Engineer Robert Jenkins
 - I. Substation Relay & Controls / SCADA Engineer Jack Wallace
 - J. Senior Civil Engineer Richard Lippold
 - K. Senior Civil Engineer Matthew Bell
 - L. Civil Engineer Garrett Moak

- M. Civil Engineer Justin Solitro
- N. Senior Distribution Engineer Paul Dorvel
- O. Senior Distribution Engineer Larry McCullum
- P. Senior Distribution Designer Larry Hendershot
- Q. Senior Distribution Engineer Steve Baumgart
- R. Distribution Designer Chris Collier
- S. SCADA Engineer Jason Evans
- T. Environmental/CEQA Lead Andrew Nelson
- U. Environmental/CEQA Support Jessica Degner
- V. Environmental/CEQA Support Lauren Brown
- W. Project Assistant Valerie Crawford
- X. Administrative Assistant Dana Hight

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

**CONTRACT TERMS TO BE ADDED TO CITY OF BANNING'S STANDARD
PROFESSIONAL SERVICES AGREEMENT**

SCOPE OF SERVICES.

1.12 Retention of Engineer. City hereby retains Consultant to perform, and Consultant agrees to render, technical and professional services, including labor, material, equipment, supervision and expertise for various projects for the City's Electric Utilities Department. Services rendered under this Agreement, shall be administered by the City's Electric Utilities Department (the "Department") for various capital improvement projects.

1.13 Assigned Project. During the term of this Agreement, Consultant shall have the opportunity to submit proposals ("Engineer's Task Proposal") for various capital improvement projects ("Assigned Project"). The scope of work for the project will be defined in a Request for Proposals issued by City. All Engineer's Task Proposals submitted shall be reviewed by the City, and Consultant shall perform the services for the project. Acceptance of Engineer's Task Proposal shall be made in the form of a Task Authorization for Assigned Project, to be initiated and created by the Department. Execution of this Agreement by Consultant and/or the submission of Engineer's Task Proposals for City Assigned Projects does not guarantee the award of a Task Authorization.

CONSULTANT'S COMPENSATION.

4.6 Services. Consultant shall receive compensation for all services rendered under this Agreement at the rates negotiated for the Assigned Project, and set forth in the Task Authorization for Assigned Project. The total amount to be paid to Consultant for all Assigned Projects shall not exceed \$720,000 over the term of this Agreement without prior approval of the City Council.

4.7 Extra Services. Payment for Extra Services shall be negotiated between City and Consultant on the basis of the Professional Hourly Rates schedule negotiated for the Assigned Project.

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks:

		RATE	TIME	SUB-BUDGET
A.	Task A	See Exhibit C-1	As needed throughout project	\$720,000.00

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

VI. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

V. The total compensation for the Services shall not exceed \$720,000.00, as provided in Section 2.1 of this Agreement.

VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all services timely in accordance with the following schedule:

	<u>Days to Perform</u>	<u>Deadline Date</u>
A. Task A	As needed throughout project	Expected Project completion date of 6/30/2017

- II. Contractor shall deliver the following tangible work products to the City by the following dates.

- A. Engineer's Task Proposals – as needed throughout the project
- B. Bid packets which include design drawings and specifications – as needed throughout the project
- C. Progress Reports, Meeting Agendas & Minutes – as needed throughout the project
- D. As-built drawings – at the closing of each construction project

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

Performance Guarantee

If the City determines through reasonable evidence that the performance of the Work is behind schedule such that the Contractor will be unable to achieve Substantial Completion in accordance with the Schedule of Performance, the City shall have the right, but no obligation, to order the Contractor in writing to take corrective measures necessary to expedite the progress of design, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower and facilities and (iii) other similar measures (collectively "***Extraordinary Measures***"). The determination of whether the progress of the Work is behind schedule shall take into account any extensions in time to which the Contractor is entitled under Section 3.3 herein. The City is hereby permitted to continue use of Extraordinary Measures until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's achievement of Substantial Completion in accordance with the Schedule of Performance. In no event shall the City have control over, charge of, or any responsibility for design means, methods, techniques, sequences or procedures, notwithstanding the rights and authority granted in this Section or elsewhere in the Contract Documents. If the Contractor contends that the Extraordinary Measures are the result of fault of the City, or some other event that may justify an

extension of the Contract Time pursuant to Section 3.3 of this Contract, the Contractor may make a claim for additional time or cost pursuant to Article 3 herein. The City may exercise its rights under or pursuant to this Section frequently as the City deems reasonably necessary to ensure that the Contractor's performance of the Work will comply with the Schedule of Performance and the Contract Documents.

SAMPLE

	Task	Performance Date
1.	Needs Assessment and Timeline (may vary based upon on-site meetings). Includes timeline approval, statistics from current website due, department listing from client.	1-2 weeks from initial timeline meeting
2.	Website Design and Navigation Architecture. Includes main navigation and standards meeting, main navigation and standards worksheet due, pictures due, initial design meeting, initial content meeting, content process meeting, website design comp due to client, initial design feedback meeting, and design approval.	2-3 weeks
3.	Site Development and Module Setup (varies based upon development options). Includes wireframe due	2-3 weeks
4.	Content Development (varies based upon amount of content). Includes content worksheets due, content starts, content development completed, content finalized and approved.	5-6 weeks
5.	Reviews and testing.	2 weeks
6.	Training.	1 week
7.	Final Review and Test.	1-2 weeks
8.	Marketing.	1 week
9.	Go Live.	1 week
	Total (maximum)	21 weeks (22 weeks)

[Put in Phase numbers and approximate dates.]

EXHIBIT "C-1"
SCHEDULE OF PERFORMANCE

The rates listed below will be in effect through April 1, 2015. Payment to the Leidos for services performed under this agreement shall be on the basis of the following hourly labor rates:

2014 Hourly Labor Rates for Leidos Personnel

Role	Staff Name	Hourly Labor Rate (\$)
Senior Project Manager	Anthony Hanson	192
Deputy Project Manager	Jon Olenski	173
Quality Assurance/Quality Control	Ken Aldridge	192
Substation Lead Electrical Engineer	Blake Dicus	125
Substation Electrical Engineer	Adam Fox	88
Substation Lead Electrical Engineer	Adam Stevenson	125
Substation Electrical Designer	Edward Durham	92
Senior Substation Relay & Controls Engineer	Robert Jenkins	175
Substation Relay & Controls / SCADA Engineer	Jack Wallace	115
Senior Civil Engineer	Richard Lippold	172
Senior Civil Engineer	Matthew Bell	172
Civil Engineer	Garrett Moak	130
Civil Engineer	Justin Solitro	94
Senior Distribution Engineer	Paul Dorvel	175
Senior Distribution Engineer	Larry McCullum	175
Senior Distribution Designer	Larry Hendershot	143
Senior Distribution Engineer	Steve Baumgart	175
Distribution Designer	Chris Collier	91
SCADA Engineer	Jason Evans	88
Environmental/CEQA Lead	Andrew Nelson	177
Environmental/CEQA Support	Jessica Degner	103
Environmental/CEQA Support	Lauren Brown	103
Project Assistant	Valerie Crawford	69
Administrative Assistant	Dana Hight	60

Rates will be increased 3% for 2015 and 2016 services.

CITY COUNCIL AGENDA

Date: May 13, 2014

To: Honorable Mayor and City Council

From: Fred Mason, Electric Utility Director

Subject: Resolution No. 2014-19, "Awarding the Construction Contract for Project No. 2014-02EL 'Downtown Underground Project – Phase 3' and Rejecting All Other Bids"

RECOMMENDATION: Adopt City Council Resolution No. 2014-19:

- I. Awarding the Construction Contract for Project No. 2014-02EL "Downtown Underground Project – Phase 3" to Southern California West Coast Electric, Inc. ("SCWCE"), of Beaumont, California, in the amount not to exceed \$1,203,845.00 including taxes and allowing a 10% contingency of \$120,384.50.
- II. Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers to fund this project and to approve change orders within the 10% contingency of \$120,384.50.

STRATEGIC PLAN: Infrastructure and City Facilities Approval of this agreement would support the City Council's goal of improving infrastructure throughout the City of Banning.

BACKGROUND: In May of 2011, the City of Banning adopted Resolution 2011-33 which called for the establishment of an Underground Utility District. Resolution 2011-33 is a successor to Resolution 2004-120 which stated that all utilities along Ramsey Street shall be underground as part of the City's beautification plan.

Establishing the boundaries of the City's Downtown Underground Distribution system began as a measure to reduce the overconcentration of overhead utilities from the southwest corner of San Geronio Avenue and Livingston Street north to Hays Street. The project has since grown to include the entire downtown corridor with the backbone being Ramsey Street, western boundary at Eighth Street, northern boundary at Williams Street, Hargrave Street to the east, and Livingston Street on the south end. The Downtown Underground Project - Phase 3 will encompass the last four of six phases into one single project. The total cost is estimated to be \$2.4 million for all downtown overhead-to-underground distribution system improvements. The underground conversion of the downtown distribution system will be completed in conjunction with the Downtown Decorative Lighting Plan (City Council Resolution No. 2012-30), whereas the City of Banning Electric Department personnel will provide efforts for the installation of the decorative lights.

On March 17, 2014 the City Clerk received three (3) bids and publicly opened and read out loud the following results:

1. Perry C. Thomas Const, Inc., Monrovia, CA at \$2,697,754.00
2. Southern California West Coast Electric, Inc., Beaumont, CA at \$1,203,845.00
3. International Line Builders Inc., Riverside, CA at \$1,944,421.70

The bids were evaluated by staff as well as the Electric Department's consultant, SAIC Energy, Environment & Infrastructure LLC, and it was determined that SCWCE's proposal meets the requirements of the City and is the lowest responsible bidder. Included with this staff report, as Exhibit "A", is the Notice Inviting Bids proof, Summary of Bids received, Addenda, and the bid documents for SCWCE. The signed acknowledgement of addenda received (Sheet I-12 of the bid documents) was signed by the bidder and was provided in the bid documents prior to bid opening although it had not been checked off on the Summary of Bids Received sheet during the bid opening. The bid opening date was revised from March 10, 2014 to March 17, 2014 during the Request for Information (RFI) period through an addendum.

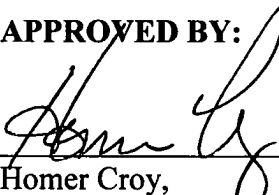
In addition to the scope of work outlined in the contract documents for the Downtown Underground Project Phase - 3, the contractor may also complete a number of service panel upgrades for specified commercial customers within the Downtown corridor that will require conversion from an existing 120/240 volt service to a new 120/208 volt service. If completed, the cost for this work is covered within the total project budget.

FISCAL DATA: Funds for the Downtown Underground Project – Phase 3 contract are available in account 674-7000-473-96-29, D.T. Underground Conversion. The total project budget is equal to \$1,324,229.50 which includes a 10% construction contingency of \$120,384.50.

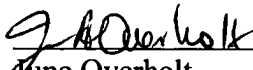
RECOMMENDED BY:


Fred Mason,
Electric Utility Director

APPROVED BY:


Homer Croy,
Interim City Manager

REVIEWED BY:


June Overholt,
Administrative Services Director/
Deputy City Manager

Prepared by Brandon Robinson

RESOLUTION NO. 2014-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING THE CONSTRUCTION CONTRACT FOR PROJECT NO. 2014-02EL "DOWNTOWN UNDERGROUND PROJECT – PHASE 3" AND REJECTING ALL OTHER BIDS

WHEREAS, the City of Banning owns and operates its own Municipal Electric Utility;
and

WHEREAS, it is essential that the City of Banning continues to maintain and upgrade electric utility systems within the city limits; and

WHEREAS, the City of Banning adopted Resolution 2011-33 which called for the establishment of an Underground Utility District to reduce the overconcentration of overhead utilities and provide beautification to the downtown corridor ; and

WHEREAS, Staff solicited bids and received three bid proposals for the "Downtown Underground Project – Phase 3"; and

WHEREAS, Southern California West Coast Electric, Inc. of Beaumont, CA is the lowest responsible bidder as shown on Exhibit "A";

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

SECTION 1. Adopt Resolution No. 2014-19, approving the bid award, in the amount of \$1,203,845.00, for Project No. 2014-02EL "Downtown Underground Project – Phase 3" contract to Southern California West Coast Electric, Inc., and allowing a 10% contingency of \$120,384.50 and rejecting all other bids.

SECTION 2. The City Manager is authorized to execute the contract agreements for Project No. 2014-02EL "Downtown Underground project – Phase 3." This authorization will be rescinded if the contract agreements are not executed within sixty (60) days of the date of this resolution.

SECTION 2. Authorize the Administrative Services Director to complete the necessary account transfers as required for the completion of said project and to approve change orders within the 10% contingency of \$120,384.50.

PASSED, ADOPTED AND APPROVED this 13th day of May 2014.

Deborah Franklin, Mayor
City of Banning

•
ATTEST:

Marie A. Calderon, City Clerk

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire and Wynder, LLP

CERTIFICATION

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-19 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of May 2014 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning, California

Exhibit "A"

Printed at: 11:32 am

on: Thursday, Feb 13, 2014

Ad #: 0001224379

Order Taker: Maria Tinajero

enterprise media

Classified Advertising
Proof

1825 Chicago Ave.
Riverside, CA 92507
(800) 614-7263
(951) 684-1200
(951) 368-9006 Fax

Account Information

Phone #: 9519223260
Name: CITY OF BANNING
Address: 176 E LINCOLN ST
BANNING, CA 92220
USA

Account #: 100143507
Client: CITY OF BANNING
Placed By: Brandon Robinson
Fax #:

Ad Information

Classification: EN CLS Legals
Publication: EN Press Enterprise, EN PE.com

Start Date: 02/15/2014
Stop Date: 02/21/2014
Insertions: 2 print / 2 online

Rate code: EN LGL PE City Legal
Ad type: EN CLS 10 Lner

Size: 3 X 46.00 LI
Bill Size:

Amount Due: 287.70

Ad Copy:

**NOTICE INVITING TO BID
PROJECT TITLE: NO. 2014-02EL
"DOWNTOWN UNDERGROUND PROJECT - PHASE 3"**

OWNER: City of Banning.

PROJECT DESCRIPTION: The principal items of work are providing labor, material and equipment to install facilities necessary for the conversion of the City's overhead electrical distribution system in downtown Banning to underground.

PLANS & SPECS: Available February 24, 2014 at 176 E. Lincoln, (951) 922-3260; first set free, additional sets non-refundable \$30 check per set + \$10 for mailing (optional).

QUESTIONS REGARDING PROJECT: Any questions pertaining to this invitation to Bid shall be directed to Jon Oienkski at (312) 316-7906.

REQUIREMENTS: Prevailing Wage, Certified Payroll, Bid Bond, Payment and Performance Bond. The successful bidder shall meet all insurance requirements of the City, including \$1,000,000 per occurrence for General, Automobile, Professional, and Employer's Liability. Insurance shall name the City of Banning as additional insured. No bid will be considered unless it is made on a proposal form furnished by the City. Each bid must be accompanied by cash, a certified or cashier's check, or bidders bond of the prescribed form and made payable to the City of Banning for an amount equal to ten (10%) of the total bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to furnish the required bonds and enter into a contract with the City within the period of time provided by the proposal requirements.

MANDATORY PRE-BID MEETING: February 26, 2014 @ 10:00 a.m. at 176 E. Lincoln, Banning, CA to discuss the Description of Work. Site walk through will immediately follow.

SEALED BIDS DUE: March 10, 2014 and opened publicly @ 2:30 p.m. by the City Clerk's Office at 99 E. Ramsey, Banning, CA.

CITY OF BANNING, CALIFORNIA Publication Date: 2/13/14
Dated: February 12, 2013 2/21/14

Marie A. Calderon, City Clerk

2/15, 2/21

613

SUMMARY OF BIDS RECEIVED CITY OF BANNING

PROJECT NO.: 2014-02EL

DESCRIPTION: Downtown Underground Project - Phase 3

BID OPENING DATE: March 17, 2014 TIME: 2:30 p.m.

NAME OF BIDDER:	Add #1	Add #2	BID BOND	TOTAL BID AMOUNT:
Perry G. Thomas Const, Inc. Monrovia, CA	✓	✓	yes	\$2,697,754. ⁰⁰
Southern California West Coast Electric Inc. Beaumont, CA			yes	\$1,203,845. ⁰⁰
International Line Builders Inc Riverside, CA	✓	✓	yes	\$1,944,421. ⁷⁵

VERIFIED BY: [Signature] 3/17/14
[Signature] 3/17/14

Addendum No. 1

Project No. 2014-02EL
Downtown Underground Project – Phase 3

Pre-Bid Meeting Notes and Scope of Work Clarifications

Revisions to Drawings and Specifications

Replace Drawing E-1174, E-1211, E-1212, E-1213, E-1214, and E-1215 with revised E-1174, E-1211, E-1212, E-1213, E-1214, and E-1215 attached.

Replace Section 1.3 "Bid Schedule" sheets I-9 through I-12 with revised bid schedule sheets I-9 through I-12 attached in PDF file: **Section 1.3_Bid Schedule_I-9_I-12**

General Information, as indicated in the Contract Documents:

1. There will be a change to the bid date per this addendum. Bids will now be due at 2:30 p.m. on **Thursday, March 13, 2014**. Note that bids are due at the City Clerk's office located at City Hall.
2. The deadline for bid Request for Information will be extended to Wednesday March 12, 2014 at 12:00 p.m. Responses will be provided by Wednesday March 12, 2014 at 4:00pm.
3. Bids submitted shall be complete utilizing the forms provided in Section I, Procedural Documents. Please see revised "Bid Schedule" included with this addendum
 - a. #18, Grind and Overlay 1/10 ft Thick (Street) – Unit type has changed
 - b. #20, Installation of Switch Vault – Bid Item has been added
 - c. Quantities on many of the bid items have changed, please update your bid accordingly
4. Bids shall include a list of all materials to be used on the project; this is to minimize the time required for submittal processing during the construction period.
5. This is a prevailing wage contract.
6. The Contract duration is **275 calendar days** to achieve Substantial Completion and 7 days to achieve Final Completion after receipt of punch list as stated in the specifications.
7. City will make payments once every 30 days for the value of the work installed upon receipt of an invoice.
8. The City works a 4 day 10 hour per week schedule, Monday through Thursday. If the Contractor requires City inspections on Friday, OT charges for City staff will be reflected as a credit on the Contractor's invoice.
9. The Engineer's Estimate of the job including the addenda is \$1,150,000.00.

Scope of Work Clarifications

Note if a question was asked during the Pre-Bid Meeting or subsequent project area walk-through but the answer does not appear to be included below, submit your question again in accordance with the

6/15

Instructions to Bidders for an official response. Note clarifications not provided in writing via Addenda are not made a part of the Contract Documents.

1. The City will provide the Contractor with a staging area once the contract has been administered.
2. All service outages will be coordinated by the City Electric Utility department.
3. The Contractor is responsible for the salvage, recycle, or disposal of all materials removed from the project site, not indicated on the Drawings to be included in the work.
4. The Contractor will be responsible for providing any compaction testing for all conduit installed on named streets (i.e. Ramsey St., Hays St., Williams St., 1st St., 2nd St., Livingston St., etc). Alleyways will not require compaction testing but trenches must be confirmed to be firm and unyielding and shall be probed at any time by C.O.B. Inspectors.
5. C.O.B. Electric will provide anchor bolts for all street light bases and locator balls to place over capped conduits.

Additional Questions

The following questions were asked by Perry C. Thomas Construction:

1. How wide is the grind and overlay going to be? Can you change the unit to SQFT?
Ans: The grind and overlay shall extend 1 foot (12 inches) beyond the AC pavement for trench repair. The units have been included as SQFT (SF) in the revised bid schedule.
2. Is the installation of conduit supposed to be an average cost for 2", 3", 4", 5" & 6" conduit?
Ans: Yes. It shall be an average cost for all conduit.
3. Is there a std. drawing for the conduit raceways?
Ans: The raceway should be a standard 12x12x6 outdoor-rated pull box as shown in the detail. C.O.B. does not have a standard for this pull box.
4. How are we supposed to bid landscape restoration?
Ans: Landscape shall be bid according to the contractor's estimate for repair of parkway grass, dirt, gravel, etc that will be disturbed during construction. A lump sum cost was deemed to be more appropriate instead of assigning units to different types of landscape to be repaired.
5. Can striping repair be per foot instead of lump sum?
Ans: Striping will remain a lump sum cost as well.
6. There is more than one handhole installation on the plans, but bid item 8 shows one handhole as a lump sum bid?
Ans: This is correct. We've used hand hole installation as a lump sum cost based on the total amount of hand holes on the drawings.
7. Are there going to be stamped engineered traffic control plans required?
Ans: Yes. We will require stamped traffic control drawings mainly for all work to be completed on Ramsey St since it is the City of Banning main thoroughfare.
8. Is the potholing going to be per the City's discretion or the contractors?

Ans: Potholing will be as needed for the contractor's discretion. The contractor will be required to call out all USA alerts prior to excavation.

9. When removing the existing streetlights, will the contractor have to haul and dispose of them, or is the City going to store and haul them to their yard?

Ans: The contractor will be required to dispose of all marble-type street lights that are removed. If any lights to be demoed are steel light standards, they shall be returned to the C.O.B. City Yard. The contractor will not be required to remove the full sub-surface street light base. Removal of the marble streetlight and sidewalk panel repair will suffice.

10. Are we going to be able to do all the grinding and overlay at one time?

Ans: Yes, the contractor may do all grind and overlay at the same time as long as all trenches have been repaired with the AC base course. We will not allow traffic plates to remain on the project for extended periods of time.

The following questions were asked by So. Cal West Coast Electric:

1. Estimate?

Ans: The engineer's estimate is approximately \$1,150,000.00 as stated above.

2. Start Date?

Ans: The start date will be sometime in April 2014 after the Banning City Council has approved the contract and a Notice to Proceed has been issued to the awarding contractor.

3. Completion Date?

Ans: The completion date will be 275 calendar days following the date that the Notice to Proceed is issued.

Addendum No. 2

**Project No. 2014-02EL
Downtown Underground Project – Phase 3**

Pre-Bid Meeting Notes and Scope of Work Clarifications

Revisions to Specifications:

Replace Section 1.3 "Bid Schedule" sheets I-9 through I-12 with revised bid schedule sheets I-9 through I-12 attached in PDF file: Section 1.3_Bid Schedule_I-9_I-12_V2

General Information, as indicated in the Contract Documents:

1. There will be a change to the bid date per this Addendum. Bids will now be due at 2:30 p.m. on **Monday, March 17, 2014**. Note that bids are due at the City Clerk's office located at City Hall.

Additional Questions:

The following questions were asked by So. Cal. West Coast Electric:

1. Line Item 17 (Asphalt Concrete Pavement Restoration, including Type II Aggregate Base Course) shows the unit of measurement to be linear Feet. Because of the different sizes of trenches it would be more accurate for us to price with a Square Foot unit of measurement. Can this be changed?

Ans: The units for Line Item 17 in the Bid Schedule will be modified to list units as SQFT (SF). Please see the revised "Bid Schedule" included with this Addendum.

2. Since Ramsey has an existing asphalt thickness of approximately 12 inches, when repairing are we to use the city standard 5 inches of asphalt fill or do we have to replace the full 12 inches with asphalt.

Ans: There have been cases where the existing asphalt has been 12 inches and we have seen cases where thickness is at 4 inches. Therefore it cannot be confirmed that all of Ramsey Street has an existing asphalt thickness of 12 inches. The contract will require that the contractor repair asphalt per the city standard for "Typical Joint Trench Repair" as shown in Standard SD600-01 on the city website. Please refer to the website at the following address:

<http://www.ci.banning.ca.us/index.aspx?NID=396>.

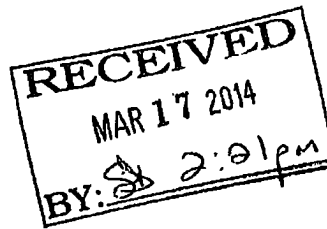
PROJECT NO. 2014-02EL

"Downtown Underground Project- Phase 3"

Bidder: Southern California West Coast Electric Inc.

Address: 252 W 4th Street Suite F Beaumont, Ca. 92223

License No.: 462222/C-10



SECTION 1.3
OF
PROCEDURAL DOCUMENTS

BID

Proposal of Southern California West Coast Electric Inc.,
hereinafter called "bidder", organized and existing under the laws of the State of California,
doing business as Corporation.
*insert "a corporation", "a partnership", or "an individual", as applicable.

To the CITY OF BANNING, hereinafter called "Owner":

In compliance with your Invitation for Bids and Instruction to Bidders, Bidder hereby proposes to perform all work for the **Project No. 2014-02EL, "Downtown Underground Project – Phase 3"** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees that the Owner shall have a period of forty-five (45) calendar days after opening of bids within which to accept or reject the bids.

Bidder agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to achieve Substantial Completion **within Two Hundred Seventy-Five (275) calendar days**. Final Completion shall be achieved within seven (7) calendar days following receipt of Substantial Completion punch-list.

Bidder agrees that if the project is not fully completed within said time, he shall pay as liquidated damages, the sum of **\$500.00** for each calendar day thereafter as provided in the General Conditions, and that this amount shall be presumed to be the amount of damages sustained by Owner in the event of such a breach by Bidder, as it would be impractical or extremely difficult to fix the actual damage.

BID SCHEDULE

PROJECT NO. PROJECT NO. 2013-05EL, "Downtown Underground Project – Phase 3"

BID SHEET AND UNIT PRICE

The Bid Schedule includes Bid Items 1 through 22. The work of each Bid Item is specified or shown in the Contract documents.

Bidder will perform and complete the work in accordance with the Contract documents for the following Lump Sum and Unit Prices.

A Lump Sum or Unit Price, as applicable, shall be offered for each Bid Item; failure to do so shall render the Bid non-responsive. All prices shall be in legible figures (not words) written in ink or typed. Unit Prices shall be multiplied by the Estimated Quantity ("Est. Qty.") to calculate the Extended Amount.

Lump Sum Items: the bidder is to provide the price to perform all work as specified or shown herein, including labor, materials, equipment and all overhead and profit, as well as any other ancillary costs associated with completing this work.

Unit Price Items: the bidder is to provide a unit price and should include all labor, materials, equipment and all overhead and profit, as well as any other ancillary costs associated with completing the work. The Contractor will be compensated for the actual unit quantities performed in accordance with the terms and conditions set forth in the Contract.

Bid Lump Sum and Unit Prices shall include all applicable taxes.

The **Total Bid Price** shall be the sum of the Extended Amounts for Bid Items 1 through 22.

Having carefully examined the Contract documents, as well as the site of the work, and the availability of materials and labor, Bidder proposes to perform the work identified in the Contract documents under the terms and conditions contained herein for the prices and amounts set forth below.

Bid Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
1	Potholing	1	LS		\$14,000 ⁰⁰
2	Permits and Licensing	1	LS		\$ 500 ⁰⁰
3	Traffic Control	1	LS		\$20,250 ⁰⁰
4	Trench Excavation and Native Backfill for primary up to 60" (36" minimum cover depth)	7600	LF	\$12 ⁵⁰	\$95,000 ⁰⁰

5	Trench Excavation and Native Backfill for secondary with minimum 24" cover depth	9860	LF	\$10 ⁰⁰	\$98,600 ⁰⁰
6	Installation of Conduit	41720	LF	\$5 ⁰⁰	\$208,600 ⁰⁰
7	Slurry Backfill (price adjustment) *	1400	CY	\$110 ⁰⁰	\$154,000 ⁰⁰
8	Installation of Handhole	1	LS		\$30,420 ⁰⁰
9	Installation of PVC Risers at Poles	180	LF	\$40 ⁰⁰	\$7,200 ⁰⁰
10	Installation of Three-Phase Transformer Pad	4	EA	\$3,725 ⁰⁰	\$14,900 ⁰⁰
11	Installation of Single-Phase Transformer Pad	11	EA	\$1,500 ⁰⁰	\$16,500 ⁰⁰
12	Installation of Vault	7	EA	\$7,000 ⁰⁰	\$49,000 ⁰⁰
13	Installation of Street Light Base (City to provide anchor bolts)	125	EA	\$400 ⁰⁰	\$50,000 ⁰⁰
14	Demolition and Removal of Existing Street Light and Base	30	EA	\$390 ⁰⁰	\$11,700 ⁰⁰
15	Installation of Protective Barriers	60	EA	\$325 ⁰⁰	\$19,500 ⁰⁰
16	Concrete Sidewalk and Pavement Restoration	100	CY	\$525 ⁰⁰	\$52,500 ⁰⁰
17	Asphalt Concrete Pavement Restoration, including Type II Aggregate Base Course	47895	SF	\$5 ⁰⁰	\$239,475 ⁰⁰
18	Grind and Overlay 1/10 ft Thick (Street)	48500	SF	\$2 ⁰⁰	\$97,000 ⁰⁰
19	Installation of Conduit Raceways	12	EA	\$225 ⁰⁰	\$2,700 ⁰⁰
20	Installation of Switch Vault	1	EA	\$6,000 ⁰⁰	\$6,000 ⁰⁰
21	Installation of Retaining Wall at Three-Phase Transformers	1	EA	\$6,000 ⁰⁰	\$6,000 ⁰⁰
22	Striping Repair	1	LS		\$5,000 ⁰⁰
23	Landscape Restoration	1	LS		\$5,000 ⁰⁰
TOTAL BID PRICE				\$1,203,845 ⁰⁰	

* Slurry Backfill shall constitute a unit price adjustment to Bid Items 4 and 5. The unit price adjustment shall include all costs associated with the use of Slurry Backfill in lieu of native material for trench backfill, including the removal and disposal of surplus native material not used in the work. The unit price adjustment shall be made when Slurry Backfill is called for on the Drawings or as directed by the City. The unit price adjustment shall not be made when Slurry Backfill is used at the Contractor's decision in place of native backfill.

ADDENDA

Bidder acknowledges receipt of the following Addenda:

Addendum No.: #1

DATED: March 11, 2014

Addendum No.: #2

DATED: March 12, 2014

Addendum No.: _____

DATED: _____

Confirmed by Bidder: _____

(Signature of authorized representative)

Print Name: _____

Corporate Title: _____

NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF Riverside

Southern California West Coast Electric Inc., being first duly sworn, the party making the
(Name of Bidder)

foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

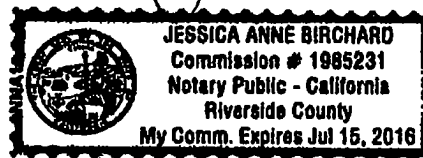
[Signature]
(Signature)
Jessie Birchard
(Typed Name)

SUBSCRIBED BEFORE ME on this 10th day of march, 2014.

[Signature]
Notary Public

My commission Expires:

July 15, 2016



BID SECURITY OR BOND

There is enclosed herewith bid security or bond in the following form (check one):

- ☐ Cash (10%)
☐ Cashier's Check or Certified Check (10%)
☒ Bond - 1 Surety (10%)

in the sum of \$ 1,203,845⁵⁰ (10%) percent of the base bid of one million, two hundred and three dollars (10%), made payable to the order of the City of Banning, and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds and insurance certificates, the cashier's check or surety bond and the money payable thereon shall be and remain the property of the CITY OF BANNING.

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

The undersigned has thoroughly examined the Location Map and Addenda (if any), has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof. The undersigned is aware of and will observe all security regulations enforced at this facility. Contractor understands that the project site consists of various locations, throughout the City.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 - 4108 of the Public Contract Code of the State of California, and any amendments thereto, each Bidder shall set forth below, the name and location of the mill, shop, or office of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half ($\frac{1}{2}$) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and he shall not be permitted to subcontract that portion of the work except under conditions permitted by law.

LIST OF SUBCONTRACTORS

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity, or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

LIST OF SUBCONTRACTORS

NAME: <i>Roquest Paving</i>	License No and Classification <i>A-568814</i>	DBE/MBE __Yes ☒ No
ADDRESS: <i>PO Box 887</i>	Telephone: <i>909-783-4477</i> Fax: <i>909-783-6267</i>	Ownership (Circle One) Minority Women <u>Not Applicable</u>
City, Zip: <i>Colton, Ca. 92324</i>	Bid Item No. <i>17+18</i>	% of Total bid <i>8²/₆</i>

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

LIST OF MATERIAL SUPPLIERS

NAME: KASCO Enterprises	MATERIAL(S) TO BE SUPPLIED Conduit fittings	
ADDRESS: 645 S. Santa Fe Street	Telephone: 714-836-5900	Ownership (Circle One) Minority Women <u>Not Applicable</u>
City, Zip: Santa Ana, Ca. 92705	Bid Item No. Le	% of Total bid n/A

NAME: Robertsons Ready Mix	MATERIAL(S) TO BE SUPPLIED concrete / slurry	
ADDRESS: 200 main st. Suite 200	Telephone: 800-834-7557	Ownership (Circle One) Minority Women <u>Not Applicable</u>
City, Zip: Corona, Ca. 92882	Bid Item No. 16 + 7	% of Total bid n/A

NAME: Jensen Precast	MATERIAL(S) TO BE SUPPLIED vaults / Transformers	
ADDRESS: 14221 San Bernardino Ave.	Telephone: 909-350-4111	Ownership (Circle One) Minority Women <u>Not Applicable</u>
City, Zip: Fontana, Ca. 92335	Bid Item No. 10, 11, 12	% of Total bid n/A

LIST OF MATERIAL SUPPLIERS - cont.

NAME: CED-Baumont	MATERIAL(S) TO BE SUPPLIED misc.-material	
ADDRESS: 252 W. 4 th Street	Telephone: 951-988-7738	Ownership (Circle One) Minority Women <u>Not Applicable</u>
City, Zip: Baumont, Ca. 92223	Bid Item No. misc.	% of Total bid n/A

NAME: One Source Dist.	MATERIAL(S) TO BE SUPPLIED misc.-material	
ADDRESS: 22075 Commerce way?	Telephone: 818-392-1873	Ownership (Circle One) Minority Women <u>Not Applicable</u>
City, Zip: Grand Terrace, Ca. 92313	Bid Item No. misc.	% of Total bid n/A

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

LIST OF MATERIALS

The Contractor shall submit this sheet with his Bid, completed, to list details of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Contract documents he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Engineer. It is the Contractor's responsibility to ascertain prior to bidding the acceptability of substitutes. No adjustment to the Contract price will be made for Contractor's failure to seek approval of substitutes prior to submitting its bid, except as permitted herein. Only one manufacturer shall be listed for each item.

Item #	Item or Material Description	Qty	Manufacturer	Make & Model Number	Vendor / Supplier
6	Installation of conduit	9250	JW Eagle	SCH 40 80 1"-6" PVC	Kasco
16, 7	Slurry / concrete	180	Robertsons	2 sack slurry w/ utility pole	Robertsons
10, 11, 12	Installation of transformer pad	1	Jensen	1 Phase Pad	Jensen
10, 11, 12	Vault	1	Jensen	5' x 8' x 6'	Jensen
5	Concrete	1	Robertsons	560C 3250	Robertsons
8	Installation Handholes	n/A	J & R	600-40 600-41	CED

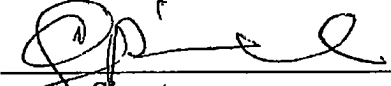
No change shall be allowed of any material manufacturer listed above after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

ANTI-TRUST CLAIM

In submitting a Bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

DECLARATION OF ACCURACY

I, the undersigned, declare under penalty of perjury that the information presented in this bid, including without limitation the Contractor's license number and expiration date, are true and correct to the best of my knowledge. The bid of any Bidder not signed by the Bidder, or not containing the Bidder's license number and license expiration date, or containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected.


Signature
President
Title
3-10-14
Date
462002
Contractor's License No.
33-0202816
Federal ID No. (If applicable)

252 W. 4th Street Suite F
Address
Beaumont, CA 92223
City, State, Zip
951-849-4223
Telephone
C-10
Type of License
8/31/14
Expiration Date of License

(SEAL - if Bid is by a corporation)

ATTEST

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et. Seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor agrees to utilize federal job classifications for the submittal of the certified payrolls and further agrees to pay all of its employees the higher of the prevailing State or Federal wages.

CONTRACTOR:

Southern California West Coast Electric Inc.
Firm Name

By

President / Clyde Birchard
Title

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name 28 years

List of at least the last three contracts performed which show experience in working on a project of a nature similar to that covered in this proposal. If none, so indicate. Attach separate list of references if necessary.

Year	Type of Work	Contract Amt.	Location	Contact person/phone
1 12-13	underground	\$178,611 ⁴⁰	Banning, ca.	Brandon 951-922-3260
2 11-12	Traffic Signal crosswalk	\$335,898 ¹⁴	Carlsbad, ca.	Don Jacobson 760-345-8780
3 2012	utilities	\$175,000 ⁰⁰	Riverside, ca.	Tiden-coil April Rost 951-684-5901
4 2011	utilities	\$147,732 ⁰⁰	Riverside, ca.	urbano 949-487-0181
5				
6				
7				

State of California Contractor's License No.: 462222 / C-10

Contractor's License Expiration Date: 8/31/14

SECTION 1.4
OF
PROCEDURAL DOCUMENTS

BID SUBMITTAL CHECKLIST

Bidder confirms that the following documents are fully completed, included in and made a part of its Bid.

- ☐ Bid -- Page I-8
- ☐ Bid Schedule -- I-9 & I-10
- ☐ Addenda Acknowledgement -- I-11
- ☐ Non-Collusion Affidavit -- I-12
- ☐ Bid Security or Bond -- I-13, I-22 & I-23
- ☐ List of Subcontractors -- I-14
- ☐ List of Material Suppliers -- I-15 & I-16
- ☐ List of Materials -- I-17
- ☐ Declaration of Accuracy -- I-18
- ☐ Labor Code Certification -- I-19
- ☐ Questionnaire Regarding Bidders -- I-20
- ☐ Corporate Certificate -- I-28
- ☐ Preliminary Project Schedule
- ☐ Bid Submittal Checklist -- I-21

Confirmed by Bidder _____

(signature of authorized representative)

Print Name: _____

Corporate Title: _____

SECTION 1.5
OF
PROCEDURAL DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Southern California West Coast Electric, Inc., as Principal, and SureTec Insurance Company, as Surety, are hereby held and firmly bound unto the CITY OF BANNING as Owner in the penal sum of Ten Percent (10%) of Bid Amount for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 6th day of March, 2014. The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF BANNING a certain Bid; attached hereto and hereby made a part hereof to enter into a contract in writing for the

Project No. 2014-02EL, "Downtown Underground Project - Phase 3"

NOW, THEREFORE,

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver, within fifteen (15) days after the Notice of Award, a contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, 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 the Surety for any and all claims there under shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the Principal and the 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, the day and year first set forth above.

Two Witnesses
(If Individual):

Principal: Southern California West Coast Electric, Inc.

By: [Signature]
Title President

ATTEST (If Corporation):

By: [Signature] Jessica Richard
Title Estimating Admin.
(Corporate Seal)

ATTEST:

By: [Signature]
Title Susan J. McGowan, Chief Financial Officer
(Corporate Seal)

SURETY: SureTec Insurance Company

By: [Signature]
Title Debbie L. Welsh, Attorney-in-Fact

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.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

SureTec Insurance Company
Attn: Surety Dept.
3033 5th Ave., Suite 300
San Diego, CA 92103

(Name and address of Agent or Representative in California, if different from above)

M.B. McGowan & Associates Insurance Agency, Inc.
7250 Redwood Blvd., Suite 110
Novato, CA 94945

(Telephone number and address of Surety and Agent or Representative in California)

SureTec Insurance Company
Phone: (619) 400-4100
M.B. McGowan & Associates Insurance Agency, Inc.
Phone: (415) 892-1080

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

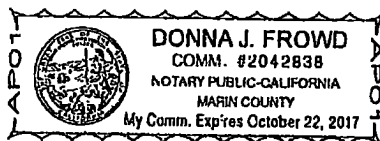
On March 6, 2014 before me, Donna J. Frowd, Notary Public, personally appeared Debbie L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ 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.

(seal)

Signature Donna J. Frowd



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

Michael B. McGowan, Donna J. Frowd, Debbie L. Welsh, Donna L. Welsh

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:

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 President, 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 shall continue in force until 10/31/2015 and 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 President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

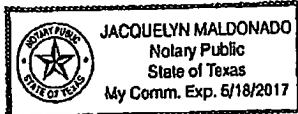
By: [Signature]
John Knox Jr., President



State of Texas
County of Harris

SS:

On this 21st day of March, A.D. 2013 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 President 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.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

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 6th day of March, 2014, A.D.

[Signature]
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 8:00 am and 5:00 pm CST.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

No 08138

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

SureTec Insurance Company

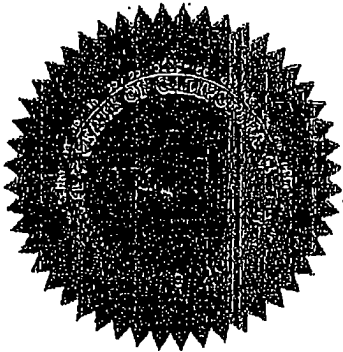
of Texas, organized under the
laws of Texas, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 24th
day of October, 2005, I have hereunto
set my hand and caused my official seal to be affixed this
24th day of October, 2005



John Garamendi
Insurance Commissioner

By

Patricia K. Stagg
for Richard D. Baum Deputy
Chief Deputy

NOTICE:

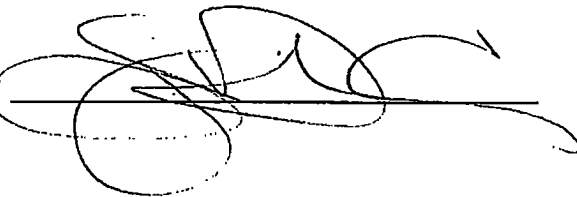
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

639

CORPORATE CERTIFICATE

I, Suzanne Birchard, certify that I am the Corporate Secretary of
the Southern California West Coast Electric Inc. Corporation named as
CONTRACTOR in the foregoing contract; that Clyde Birchard
_____, who signed said contract on behalf of the CONTRACTOR was then
President of said corporation; and that said contract was
duly signed for and in behalf of said corporation by authority of its governing
body and is within the scope of its corporate powers.

Name: _____



(SEAL)

ATTEST:

Name _____

(Please Print)

Title _____

Jessica Birchard
Estimating Administration

**CITY COUNCIL AGENDA
REPORT OF OFFICERS**

Date: May 13, 2014

TO: City Council

FROM: David J. Aleshire, City Attorney
Bill R. Manis, Director of Economic Development/Public Information Officer

SUBJECT: Rancho San Gorgonio Deposit Reimbursement Agreement

RECOMMENDATION: That the City Council adopt Resolution No. 2014-28, Approving the Deposit Reimbursement Agreement with Rancho San Gorgonio, LLC.

INTRODUCTION AND BACKGROUND: The primary reasons for the Deposit Reimbursement Agreement (the "Agreement") between the City of Banning ("City") and Rancho San Gorgonio LLC ("Developer") are three fold.

First, it will allow the City to recover its costs for processing entitlements related to the proposed development of the Rancho San Gorgonio property (the "Project"). The Project entitlements include the preparation of the general plan amendment, zone change, specific plan amendment, development agreement, subdivision improvement agreements, annexation, financing agreements, CEQA review and preparation of an environmental impact report ("EIR"). The City's municipal code gives the City the authority to recover expenses from the Developer for third party consulting costs and the City's legal costs associated with plans, studies and agreements for the Project.

Second, the Agreement gives the City sole discretion and control in hiring and managing contractors and consultants for work on the Project. This includes environmental consultants which allow the City to have independent judgment over the environmental studies and the preparation of the EIR.

Third, the Agreement further supports that the City is under no obligation to take any action to approve the Project. It also provides that this Agreement or any other agreement between the City and Developer does not create a debt or liability other than to return unexpended or uncommitted portions of the deposits from the Developer.

SUMMARY OF AGREEMENT

The developer of the Project is and it has agreed to enter into the Agreement with the City specifying the terms for the deposit and reimbursement of the aforementioned expenses. The following is a summary of the Agreement between the City and Developer:

- City's Control Over Employees and Contractors. With regard to the application for the Project, the City has sole discretion to select its employees and contractors assigned to work on the applications; to direct work and evaluate performance, terminate and replace such employees and contractors; to determine the amount of compensation paid to such employees or contractors; and shall pay employees and contractors from a City account.

- Projected Costs for Processing the Project is \$415,575. The estimated costs for processing the Project is about \$415,575 allocated as follows: (i) \$186,013 to obtain CEQA compliance which includes the EIR and environmental consultant costs; (ii) \$79,156 to obtain Project Entitlements; (iii) \$65,406 for engineer and consultants for utility, water, sewers, streets, and other infrastructure; (iv) \$60,000 for the City legal costs not including litigation; and (v) \$25,000 for preparation of a Fiscal Impact Analysis.

- Initial and Supplemental Deposits. Developer has already deposited \$165,000 with the City for the Project. The City may request additional funds whenever it believes in good faith that the deposit balance is insufficient to cover 90 days worth of eligible expenses. The Developer shall make the additional deposit within five business days of the City's request. The deposit shall generally maintain a balance of \$50,000 and will not accrue interest.

- Eligible Expenses. the deposit shall be used for the following eligible expenses: (i) preparing CEQA reports and documents; (ii) distribution of such documents; (iii) noticing and holding public hearings involving the Project; (iv) considering certification of CEQA documents; (v) preparing, negotiating and approving permits, Entitlements, and conditions on the Project; (vi) preparing and negotiating further legal documents; (vii) litigation and other legal costs related to the Project; (viii) the fees and expenses of any consultants employed by the City in connection with the Project; (ix) studies, reports and design services related to development of any Project-related infrastructure; and (x) any and all actions connected with the planning of the Project.

- Administration of the Deposit. City will administer the deposit and maintain accounting records of the expenditures at all items. City will provide Developer with monthly cost reports and copies of all invoices except that all confidential information will be removed. City will return any unexpended funds after the approval of the Project and expiration of any appeals period or resolution of any challenge on the Entitlements.

- Deposit Cap. Developer may elect to cancel the Deposit Reimbursement Agreement if cumulative amount of the Deposit requested by the City exceeds \$450,000.

- CEQA Consultant. CEQA requires independent judgment by the lead agency thus any consultant hired by the City to prepare the EIR must be under contract with and

directed by the City, and Developer cannot attempt to influence, direct, or otherwise control the consultant in the performance of the work.

- No Obligation By City To Approve Project; No Debt Or Liability. The Deposit Reimbursement Agreement shall not obligate the City to adopt the EIR or take any action approving the Project. Moreover, the Deposit Reimbursement Agreement is not a debt or liability of the City and the City is not liable under the agreement other than to return the unexpended and uncommitted portions of the deposit.

- Indemnification and Indemnification Deposit. Developer must indemnify and hold harmless the City, its officials, officers, employees and agents from any and all actions fro or related to the Entitlements. Developer may be required to deposit funds within 5 days of the request to cover its indemnification obligations for 90 days or to provide other form of security. The deposit must not fall below \$50,000. If Developer fails to timely pay the deposit or provide the required security, the Developer will be liable to the City for reasonable cost to defend the action or choose not to defend the action without any liability to the Developer.

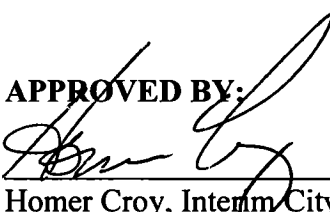
- Indemnification For Developer's Construction. Developer shall indemnify and hold harmless the City, its officials, officers, employees and agents from damages, personal injury or death that may arise from Developer, its agents, contractors, subcontractors or employees' operation of the Deposit Reimbursement Agreement. Developer's indemnification obligations do not apply to City's gross negligence or willful misconduct.

FISCAL DATA: There will be no fiscal impact to the City.

RECOMMENDED BY:

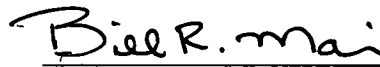
David Aleshire,
City Attorney

APPROVED BY:



Homer Croy, Interim City Manager

REVIWED BY:



Bill R. Manis,
Director of Economic
Development/
Public Information Officer

Attachment:

- A. Resolution No. 2014-28
- B. Rancho San Geronio Deposit Agreement

RESOLUTION NO. 2014-28

A RESOLUTION OF THE CITY OF BANNING, CALIFORNIA, “APPROVING THE DEPOSIT REIMBURSEMENT AGREEMENT WITH RANCHO SAN GORGONIO LLC”

WHEREAS, the City of Banning Municipal Code Chapter 3.36 provides for recovery of costs reasonable borne by the City for expenses relating to land development; and

WHEREAS, the developer, Rancho San Gorgonio, LLC (the “Developer”) is proposing to develop approximately 848-acre property in the City commonly known as “Rancho San Gorgonio” (the “Project”); and

WHEREAS, the Project contemplates preparing general plan amendment, zone change, specific plan, development agreements, subdivision improvement agreements, annexation, agreements relating to financing mechanisms and on environmental analysis (the “Entitlements”); and

WHEREAS, the Developer has agreed to fund and be solely responsible for all third-party consulting costs and the City’s legal costs associated with the preparation of plans, studies and agreements for the Project; and

WHEREAS, the Developer has agreed to terms set forth in the Deposit Reimbursement Agreement for deposits, reimbursements, eligible expenses, deposit administration and other provisions related to the cost of processing the Entitlements; and

WHEREAS, City Council finds that the provisions of the Deposit Reimbursement Agreement are proper, in the best interest of the City, and in compliance with City’s Municipal Code; and

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

SECTION 1. City Council adopted Resolution 2014-28, approving the Deposit Reimbursement Agreement with Rancho San Gorgonio LLC.

SECTION 2. That the Mayor is hereby authorized to execute the Deposit Reimbursement Agreement in a form approved by the City Attorney on behalf of the City of Banning.

PASSED, APPROVED, and ADOPTED this 13th day of May, 2014.

Deborah Franklin, Mayor
City of Banning

644

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

**APPROVED AS TO FORM AND
LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-28 was duly adopted by the City Council of the City of Banning at the regular meeting thereof held on the 13th day of May, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning, California