

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

March 24, 2015
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey St.

The following information comprises the agenda for a regular meeting of the city council and a Joint Meeting of the City Council and the Banning Utility Authority and a joint meeting of the City Council and the City Council Sitting in Its Capacity of a Successor Agency.

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
- Pledge of Allegiance
- Roll Call – Councilmembers Miller, Moyer, Peterson, Welch, 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. A thirty-minute time limit is placed on this section. 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 or future study, research, completion and/or future Council Action.) (See last page. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

CORRESPONDENCE: Items received under this 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.

PRESENTATIONS

1. Proclaiming the Month of April 2015 as “DMV/Donate Life California Month” 1

IV. 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 12

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 – 02/24/15 *(Closed Session)* 3
2. Approval of Minutes – Regular Meeting – 02/24/15 5
3. Ordinance No. 1484 – 2nd Reading: An Ordinance of the City Council of the City of Banning, California, Approving an Initial Study/Negative Declaration, General Plan Amendment No. 14-2501 and Zone Change No. 14-3501 Relating to Eighteen (18) Properties (APN: 541-320-001, 541-320-002, 541-320-003, 541-320-004, 541-320-005; 541-320-006; 541-320-007, 541-320-008, 541-320-009, 541-320-010, 541-320-011, 541-320-012, 541-320-013; 541-320-014, 541-320-015, 541-320-018, 541-320-019, and 541-320-020) and Zoning Text Amendment No. 15-97501 Amending Section 17.08.030 (General Standards) Table 17.08.030 (Residential Development Standards) of the Zoning Ordinance (Title 17 of the Banning Municipal Code) Pertaining to the Minimum Lot Size Per Single Family Unit for Nine (9) Properties (APN: 541-320-010, 541-320-011, 541-320-012, 541-320-013, 541-320-014, 541-320-015, 541-320-018, 541-320-019 and 541-320-020) Within the Very Low Density Residential Zoning District. 17
4. Ordinance No. 1485 – 2nd Reading: An Ordinance of the City Council of the City of Banning, California, Approving the Initial Study/Negative Declaration, General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 Relating to Twelve (12) Properties (APN: 535-060-008, 535-070-023, 535-070-038, 535-070-014, 535-070-025, 535-110-002, 535-110-011, 535-311-014, 535-311-015, 535-311-016, 535-311-017 and 535-311-018). . . 29
5. Notice of Completion for Project No. 2014-05, Sidewalk Repairs at Various Locations. 40
6. Report of Investments for January 2015. 44
7. Approval of Accounts Payable and Payroll Warrants for Month of January 2015. 51
8. Resolution No. 2015-14, Approving the Purchase of One (1) 2015 Ford Utility Vehicle in the Amount of \$29,421 from Wondries Fleet Group. 54

9.	Resolution No. 2015-I5, Authorizing the Banning Police Department to Begin Using the Mine-Resistant Ambush Protected (MRAP) Vehicle It Procured Through the Department of Defense (DOD) 1033 Program and to Use Funding Available in the Supplemental Law Enforcement Services Fund Grant Allocation (SLESA) Account to Pay for Equipment, Labor, and Materials to Make the Vehicle Operational for Department Use	108
10.	Resolution No. 2015-16, Amending the Professional Services Agreement Between the City of Banning and Romo Planning Group, Inc. for Additional Senior Management Analyst Services	114
11.	Resolution No. 2015-17, Approving the Purchase of Nineteen (19) Data911 M7 In-Car CPUs with Installation Accessories and Two (2) Back-Up Hard Drives in the Amount of \$65,669 from Hubb System LLC DbA Data 911	160
12.	Resolution No. 2015-18, Approving the First Amendment to the Contract Services Agreement Between the City of Banning and Innovative Federal Strategies, LLC for Federal Advocacy “Lobbying” and Governmental Affairs Services	188

- Open for Public Comments
- Make Motion

RECESS REGULAR CITY COUNCIL MEETING AND CALL TO ORDER A JOINT MEETING OF THE BANNING CITY COUNCIL AND THE BANNING UTILITY AUTHORITY

V. CONSENT ITEM

1.	Resolution No. 2015-04 UA, Approving a Professional Services Agreement with Land Engineering Consultants, Inc. for the Water Main Replacement Design at Various Locations in the amount of \$107,980.00 . . .	215
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- Open for Public Comments
- Make Motion

RECESS joint meeting of the Banning City Council and the Banning Utility Authority AND CALL TO ORDER A JOINT MEETING OF THE BANNING CITY COUNCIL AND THE BANNING CITY COUNCIL SITTING IN ITS CAPACITY OF A SUCCESSOR AGENCY

VI. CONSENT ITEM

1.	Resolution No. 2015-01 SA, Approving the Establishment of Recognized Obligation Payment Schedule 15-16A for the Period of July through December 2015 and Approving Certain Related Actions	285
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- Open for Public Comments
- Make Motion

RECESS joint meeting and reconvene the regular City Council Meeting.

VII. REPORTS OF OFFICERS

1. Resolution No. 2015-12, Awarding the Construction and Professional Services Contracts for Project No. 2014-04, Corporate Yard Warehouse and Rejecting All Other Bids.

Staff Report. 296

Recommendations: **That the City Council adopt Resolution No. 2015-12:**

(I) Approving the Construction Contract for Phase I (Civil Improvements) of Project No. 2014-04 “Corporate Yard Warehouse” to Moalej Builders, Inc., of Sherman Oaks, California, in the amount not to exceed \$1,091,500.00 including taxes and allowing a 10% contingency of \$109,150.00, and rejecting all other Bids; (II) Approving the Construction Contract for Phase II (Metal Building) of Project No. 2014-04 “Corporate Yard Warehouse” to Kinsman Construction Inc., of San Diego, California, in the amount not to exceed \$859,000.00 including taxes and allowing a 10% contingency of \$85,900.00, and rejecting all other Bids; (III) Approving the Construction Contract for Phase III (Tenant Improvements) for Project No. 2014-04 “Corporate Yard Warehouse” to International Computing Systems, Inc., of Los Angeles, California, in the amount not to exceed \$1,145,000.00 including taxes and allowing a 10% contingency of \$114,500.00, and rejecting all other bids; (IV) Approving a Professional Services Agreement with Bernards, of Ontario, California for Construction Management Services (“CMS”) for an amount “Not to Exceed” \$356,159.00; (V) Approving a Professional Services Agreement with RMA Group of Rancho Cucamonga, California for Material Testing and Construction Inspection Services (“MT&CIS”) for an amount “Not to Exceed” \$99,113.00; (VI) Approving the first Amendment to the Professional Services Agreement with Higginson & Cartozian Architects (“HCA”) of Redlands, California to include additional services in an amount of \$69,495.00; (VII) Approving the first Amendment to the Professional Services Agreement with Albert A. Webb Associates (“WEBB”) of Riverside, California to include additional services in an amount of \$15,800.00; (VIII) Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers related to the project and to approve change orders within the 10% contingencies; (IX) Authorizing the Interim City Manager to execute the construction and professional services contract agreements and amendments related to Project No. 2014-04 “Corporate Yard Warehouse”.

2. Resolution No. 2015-19, Approving the Purchase of an Electric Vehicle Fast DC Charging Station and Awarding the Construction Contract for Project No. 2015-02EL, EV Charging station, 2140 W. Ramsey Street, City of Banning and Rejecting all Other Bids.

Staff Report. 368

Recommendations: **That the City Council adopt Resolution No. 2015-19: (I) Approving the equipment purchase and installation of a new Electric Vehicle (“EV”) Fast DC Charging Station from Greenlots in the amount not to exceed \$33,175.38 including taxes; (II) Approving the Construction Contract for**

Project No. 2015-02EL “EV Charging Station, 2140 W. Ramsey St, City of Banning” to M. Brey Electric, Inc., of Beaumont, California, in the amount not to exceed \$25,014.00 including taxes and allowing a 10% contingency of \$2,501.40, and rejecting all other bids; and (III) Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers related to the project and to approve change orders within the 10% contingencies; and (IV) Authorizing the Interim City Manager to execute the construction and professional services contract agreements and amendments related to Project No. 2015-02EL “EV Charging Station, 2140 W. Ramsey St, City of Banning.”

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

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

IX. ITEMS FOR FUTURE AGENDAS

New Items – None

Pending Items – City Council

1. Discussion regarding City’s ordinance dealing with sex offenders and child offenders.
2. Bond Workshop *(Midcycle)*

X. 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]



PROCLAMATION

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 123,000 individuals nationwide and almost 21,000 in California are currently on the national organ transplant waiting list, and every 90 minutes one person dies while waiting due to the shortage of donated organs; and

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities; and

WHEREAS, more than 600,000 units of blood per year are needed to meet the need in California and at any given time, 6,000 patients are in need of volunteer marrow donors; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 50 others; and a single blood donation can help three people in need; and

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood and the spirit of giving and decision to donate are not restricted by age or medical condition; and

WHEREAS, nearly twelve million Californians have signed up with the state-authorized Donate Life California Registry to ensure their wishes to be organ and tissue donors are honored; and

WHEREAS, California residents can sign up with the Donate Life California Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles.

NOW, THEREFORE, BE IT RESOLVED, that I, Deborah Franklin, Mayor of the City of Banning along with the City Council in recognition of National Donate Life Month, hereby proclaim the month of April 2015 as "DMV/Donate Life California Month" in the city of Banning, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFecalifornia.org or www.doneVIDAcalifornia.org

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Banning, California to be affixed this 24th day of March, 2014.

ATTEST:

Marie A. Calderon, City Clerk

Deborah Franklin, Mayor



January 28, 2015

Mayor Debbie Franklin
99 E. Ramsey St.
Banning, CA 92220

Dear Mayor Debbie Franklin,

We are extremely excited to announce an areawide challenge to all Southern California Mayors to participate in the Eleventh Annual "Mayor-athon" at the Donate Life Run/Walk on Saturday, April 25, 2015. The event's founders, Fullerton residents Craig and Kathleen Hostert, began the event thirteen years ago to educate the community on the importance of organ donation. Since then, the event has achieved overwhelming success with over 12,000 participants in 2014.

The purpose of the "Mayor-athon" is to challenge the Mayors and Politicians of Southern California to participate in the event and celebrate the life-saving mission of the Donate Life California Organ & Tissue Donor Registry. Donate Life California has chosen the Donate Life Run/Walk as a signature event to promote this lifesaving tool, which the California Legislature authorized in 2003 (SB 112, Speier) and linked to the Department of Motor Vehicles in July 2006 (SB 689, Speier). Over the past eight years, the Donate Life California Registry has grown to over 11 million residents making the commitment to become an organ and tissue donor!

The "Mayor-athon" has huge potential to inspire residents throughout Southern California to sign up with the Donate Life California Registry during the month of April, which is National Donate Life Month. In addition, the program offers cities the opportunity to issue an official Proclamation declaring the month of April as DMV/Donate Life California Month. This will encourage people to take the step that ensures their wish to save lives is honored by signing up as an organ and tissue donor via the DMV when they renew/apply for a driver's license or ID card.

Over the past ten years, 220 mayors and civic officials have attended the event and participated in the inspiring pre-race donor ceremony as they join family members who chose to give the gift of life. In addition, mayors and officials joined transplant recipients or donor families from their own city to walk together in support of organ and tissue donation.

We feel honored to have established this event in Southern California and challenge you to support our life-saving mission. We are confident that through the support from yourself and the other mayors/council members in Southern California, we can save lives and inspire people to Donate Life.

Sincerely,

Mayor Greg Sebourn
City of Fullerton

Kathleen & Craig Hostert
2015 Donate Life Run/Walk Event Directors

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

02/24/15
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Franklin on February 24, 2015, at 3:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: James E. Smith, Interim City Manager
David J. Aleshire, City Attorney
Colin Tanner, Deputy City Attorney
Glen Tucker, Attorney – Aleshire & Wynder
Rita Chapparosa, Deputy Human Resources Director
Sonja De La Fuente, Office Specialist

CLOSED SESSION

City Attorney said the items on the closed session agenda involve two cases of significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2).; existing litigation pursuant to Government Code Section 54956.9(d)(1) – City of Banning v. Hunter Consulting, Inc. – Case No. RIC1311358, City of Banning v. Mary Ann Dureau, U.S.D.C. – Case No. EDCV12-004 VAP(SPX); real property negotiations pursuant to Government Code Section 54956.8 – Fire Memories Museum – 5261 W. Wilson (APN: 408-134-009); labor negotiations pursuant to the provisions of Government Code Section 54957.6; and one item to add under existing litigation, which is the case of Takata, Burk & Purvis vs. the City of Banning – Case No. RIC1408547, as there have been developments that occurred after the posting of the agenda.

Motion Moyer/Welch to approve adding one case of existing litigation to the Closed Session Agenda. Mayor Franklin opened the item for public comment; there were none. **Motion carried, all in favor.**

Mayor Franklin opened the closed session item for public comments; there were none.

Meeting went into closed session at 3:03 p.m. and recessed at 4:58 p.m. and reconvened at 6:55 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 7:36 p.m.

Minutes Prepared by:

Sonja De La Fuente, Deputy City Clerk

Approved by:

Marie A. Calderon, City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

02/24/15
REGULAR MEETING

A regular meeting of the Banning City Council and a Joint Meeting of the City Council and the Banning Utility Authority was called to order by Mayor Franklin on February 24, 2015, at 5:09 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John McQuown, City Treasurer
David J. Aleshire, City Attorney
Dean Martin, Interim Finance Director
Fred Mason, Electric Utility Director
Alex Diaz, Chief of Police
Heidi Meraz, Community Services Director
Brian Guillot, Acting Community Development Director
Sonja De La Fuente, Office Specialist/Deputy City Clerk

The invocation was given by Pastor Steve Braun, Banning Foursquare Church. Councilmember Peterson led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

City Attorney said the Council met in closed session and there were two cases of exposure to litigation and Council was provided with a status report. There was no reportable action taken. With regards to the existing litigation matters, the HCl matter was not discussed and Council will go back into closed session following the regular City Council Meeting to discuss that item. With regard to the Dureau case, a status report was provided and the City Attorney announced that the City has received a check in the amount of \$625,000.00. A status report was given in closed session regarding the item unanimously added to the agenda, an existing litigation matter, Takata, Burk & Purvis lawsuit against the city. The City Attorney stated that lawsuit has been dismissed at this time. With regards to the real property negotiations with the Fire Memories Museum, a status report and direction was given for further negotiations. With regards to labor negotiations with the city's bargaining units, a status report was given on those items and direction was given for further negotiations. With respect to the last item, which was the evaluation of the City Attorney, the item was not discussed due to time constraints and that matter will be deferred to a future meeting.

PUBLIC COMMENTS/CORRESPONDENCE/APPOINTMENTS

PUBLIC COMMENTS – *On Items Not on the Agenda*

Fred Sakurai, resident of Banning, directed his comment to Interim City Manager, Mr. James Smith, and asked if during the meeting he could provide a short report on his term with the City. He said he believed Mr. Smith's term is for six months and that he had already been here approximately three months and would like to know the status of the recruitment process for a permanent City Manager. He would like to know how many applications have been received, the deadline for the submittal of all applications, and when interviews will begin. He stated that he is hopeful the City won't have to go through another Interim City Manager and that a permanent City Manager can be hired within the next three months.

Heather and Ana, with Inland Behavioral Health Services, stated that they are here to announce that they have a new facility in Banning at 1070 E. Ramsey Street next to Consuelo's Mexican Restaurant. Heather said they now have their dental operation open from 8am-5pm and their pharmacy is now open from 8am-5pm as well. They now have family practice, pediatrician, dental and pharmacy. She explained that they do outreach and connect their facility with other resources in the community. They also do Covered California, so they are helping people sign up for health insurance. She said Covered California has just notified them that it has been extended to April 30th due to the tax penalty coming up. Ana explained that they also help people sign up with Medical and other programs through the County for people who are low income and don't qualify for Covered California Insurance. Also, they assist those with Medicare and have trouble using the computer doing their SSI, at no charge. Heather announced they have a new flyer and will place some on the back table.

Susan Salvolinan, resident of Banning, stated she is here presenting on behalf of the Banning Community Advisory Committee. She said that at their last meeting they decided to hold a tree planting a week from Saturday, March 7th at 10:00am meeting at the City Hall parking lot. They will be planting the Crate Myrtle, which is the tree of Banning and are looking for volunteers who like to plant trees to come and help them. Key Club members, Scout troops, gardening clubs, and people who need more exercise. Adults are welcome and younger folks encouraged. If anyone has any questions they can contact Susan.

Carol Bouldin, representative of the Inland Valley and Pass Alliance for Democracy (partner affiliate of movetoamend.org), stated they believe that our democracy is in peril due in large part to the submersion of our constitution and the corruption of our political process by monied interests. She said our democracy has been undermined by multi-national corporations, which not only lobby and buy elections and undue influence, but litigate in order to overturn laws, which they oppose by claiming rights under the Bill of Rights, which was meant for natural persons. Therefore, the only effective fix for a broken system that increasingly serves corporate interests while ignoring the will of the people is to pass a constitutional amendment to abolish the twin illegitimate legal doctrines of corporate so-called personhood and money as speech, which are based on unconstitutional rulings by the Supreme Court. We must reclaim our democracy by returning the governing of these United States to the Citizenry so that it is once again of the people, by the people and for the people. She said they are asking that the City of Banning adopt a Resolution to urge the US Congress to pass an amendment to the US

Constitution to this end, as over 600 cities nationwide have done, including Redlands and the City of Coachella. Several amendments have already been proposed in Congress. She said they endorse the 'We the People Amendment' introduced by Mark Pocan and Rick Nolan, as they feel it best addresses both issues of corporate constitutional rights and money as protected speech. California has passed Resolution urging the passing of an amendment to restore constitutional rights to the people and similar resolutions have been passed by 12 other states to date. Maine in line to likely be the 13th. They ask that the Banning City Council put the adoption of a Municipal Resolution formally on a future agenda. She left some materials with the Clerk for staff to review.

Sharon Geyser, local resident, stated that she would like to read the 'We the People' Amendment. She explained that Section 1 of the Amendment is about artificial entities that are not persons and can be regulated. She then read the section. She said Section 2 is about money not being speech and can be regulated. She then read the section. Ms. Geyser asked the Council to put a resolution on a future agenda and asked if they had any questions. Mayor Franklin informed Ms. Geyser to give the item to the City staff then they can make the recommendation to the Council.

CORRESPONDENCE – None at this time.

PRESENTATIONS

Wendy Hetherington, Public Health Program Chief for the Riverside County Department of Public Health gave a presentation about a series of public forums they have planned throughout the County. She stated that they will be holding their forum in Banning on Wednesday, February 25th at the Banning Senior Center from 6:00 p.m. until 7:00 p.m. and said light refreshments will be provided. She said the purpose of the meetings is to gather input from the communities throughout the County about health concerns in the community and to help guide the direction of the Public Health Department in regard to everything from access to health care, education and community safety. She advised that the role of the community leaders is to encourage their constituents to attend the forum. She encouraged those unable to attend the forum to visit their website to complete their survey. She said they will report the results of the survey and the community forums back to the community and that report should come out during the summer of 2015. She advised that she left flyers in English and Spanish on the table in the back of Council Chambers. Mayor Franklin asked about those that do not have access to the internet and cannot attend the forum. Ms. Hetherington stated that a paper copy of the survey can be provided if they contact their office and she will leave some of her business cards.

CONSENT ITEMS

Item No. 3 was pulled for discussion

1. Approval of Minutes – Special Meeting – 02/10/15 (*Closed Session*)

Recommendation: That the minutes of the Special Meeting of February 10, 2015 be approved.

2. Approval of Minutes – Regular Meeting – 02/10/15

Recommendation: That the minutes of the Regular Meeting of February 10, 2015 be approved.

Motion Welch/Moyer to approve Consent Items 1 through 2. Mayor Franklin opened the item for public comment; there were none. **Motion carried, all in favor.**

3. Adopt Resolution No. 2015-13

Council Member Peterson commented that he believed the new City Manager came up with the amendment to the Resolution to hire intern employees from University of California Riverside. He explained that these individuals will come into City Hall and working and learning. He said part of their salary will be reimbursed to the City through a Federal Grant. He thinks this is a pretty innovative way to get assistance with staff and a cost saving measure for the City and just wanted the public to know how the City is moving forward to augment staff.

Motion Miller/Moyer to adopt Resolution No. 2015-13 amending Resolution No. 2013-67 the Class and Compensation Policy for Part Time Employees. Mayor Franklin opened the item for public comment; there were none. **Motion carried, all in favor.**

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

CONSENT ITEM

Item No. 1 was pulled for discussion

1. Adopt Resolution No. 2015-03UA

The City Attorney said that with respect to the FLUME system they have been involved in a lengthy process in terms of providing for a transfer of that facility from Edison to Banning Heights then Banning Heights actually had an agreement between the City and Banning Heights assigns the maintenance responsibilities and much of the water rights to the City of Banning. He said in connection with that some issues arise concerning obtaining a permit from the US Forest Services for a portion of the facility to occupy the property and have been going through a process with the Federal Energy Regulatory Commission in regard to trying to get the transfer approved with them. One of the ideas that has come up is to provide a tunneling option where a part of where the FLUME is located now and a prior failure with the FLUME system. He explained that potentially putting a tunnel through a portion of the mountain would allow the FLUME to transfer the water through the system through a tunnel. That is a potential alternative in the process, but because it hasn't been studied there aren't any costs for that and there is a need as part of the overall process to develop a cost study and an alignment and a gradient in terms of how that tunnel would work. He said the San Geronio Pass Water Agency and Banning Heights Mutual Water Company both see merits in this process and they have come up Councilmember Miller stated that Mayor Franklin and he are part of the Committee responsible for looking at the FLUME and reporting to the rest of the City Council. He said that at their last

meeting they discussed the possibilities of looking at tunneling as an option to solve some of the problems with the National Forest Service and at that meeting they agreed they would have cost sharing and that the cost to our city would be \$30,000 and that is being brought to the Council for approval. He advised that the sub-committee did not discuss or approve expenditures for anything else.

The City Attorney explained that Resolution 2015-03UA would be amended to reflect the changes discussed today.

Mayor Franklin stated that one piece of that study that was agreed upon was to look at tunneling as well as going over the mountain.

Motion Miller/Moyer that the City Council Adopt Resolution No. 2015-03UA Approving the Cost Sharing Agreement with San Geronio Pass Water Agency and the Banning Heights Mutual Water Company in the Amount of \$30,000 for a Tunneling Study. Motion carried, all in favor.

Mayor Franklin recessed the Joint Meeting and reconvened the regular City Council Meeting

PUBLIC HEARINGS

1. Consideration of Ordinance No. 1484 Approving Initial Study/Negative Declaration, General Plan Amendment No. 14-2501 and Zone Change No. 14-3501 and Zone Text Amendment No. 15-97501 for the Eighteen (18) Properties Located on the South Side of Barbour Street, Between Hargrave Street and Juarez Street.

Acting Director Guillot addressed the Council presenting his staff report as contained in the agenda packet. He explained that staff is proposing to re-zone 18 properties located on the south side of Barbour Street, between Hargrave and Juarez Street. He explained that it was formerly zoned as residential, then in 2006 a General Plan Amendment came through and it was zoned industrial. The residents there requested it be re-zoned to residential and at the Council's direction, staff has followed through with that. Therefore, a project was presented to the Planning Commission, which recommended it be approved. He shared an aerial photograph of the area and explained how the areas are zoned and what they are currently zoned for then showed the area staff is proposing to re-zone. He stated that staff recommends this Zone Change and Zone Text Amendment.

Mayor Franklin asked what the cost would be and Acting Director Guillot said there would be not cost other than staff time.

Councilmember Peterson asked if anyone in the audience would be speaking on this, as he would like to hear from them and if they are happy.

Councilmember Miller asked if all of the owners of these properties have been notified and if any responses had been received. Acting Director Guillot stated they had been notified three times; once for Airport Land Use Commission, once at the Planning Commission Meeting in February, and for this meeting. He did receive response from one owner at the public counter because he had purchased a property for industrial use to locate a business there and he was

concerned. He was advised to come and speak on his behalf at the Public Hearing. He said he did speak at the Planning Commission Meeting, but didn't see him at the City Council Meeting.

Councilmember Peterson wanted to be sure we had already changed the property directly south of this area to residential and Acting Director Guillot assured him that had been done. Councilmember Peterson asked about the area to the north and if it was industrial. Acting Director Guillot said it is airport industrial.

Mayor Franklin asked what the Planning Commission's recommendation is. Acting Director Guillot advised that the Planning Commission unanimously recommended approval of this through adoption of a Planning Commission Resolution

Councilmember Miller asked if this area was residential before it was changed to industrial. Acting Director Guillot advised that it was his understanding that it was. Councilmember Miller asked why it might have been changed. Acting Director Guillot made an assumption as a planner that it might have been because it is in close proximity to the airport, but he does not know for sure. Councilmember Miller asked if there were records of the property owners being noticed at that time. Acting Director Guillot explained that when the General Plan was adopted, it was a notice for a large city, so each and every property owner did not receive a letter, as it is noticed through the newspaper. But, in doing a zone change and General Plan amendment like this evening, the city is required by law to notice them individually, and that is what staff has done. Mayor Franklin said that as a member of the General Plan Advisory Committee it is very frustrating now going through and making these amendments to the General Plan. At the time they did it they had community members come up and advise that is what they had to do. Finding out now that they didn't have to do it is very frustrating, but that's what they were advised at the time.

Mayor Franklin opened the item for public comments.

The following people spoke against or in favor of this item:

Heidi Meraz, resident of Banning
Inge Schuler, resident of Banning

Inge Schuler, Banning resident, stated that there are four General Plan amendments allowed per year and asked if this takes care of the General Plan amendments that are allowed this year. Acting Director Guillot advised that even though there are to place holders on the agenda this evening, they are counting this as one amendment to the General Plan. The City Attorney advised that that rule applies to different elements, so on the housing element you get four changes to that and this is counted as one. Someone could argue that because they aren't all on one document that they are separate, but this is the way it is being approached.

Mayor Franklin, seeing no further comments, closed the item for public comment.

Mayor Franklin asked the City Clerk to read the title of Ordinance No. 1484. City Clerk read: An Ordinance of the City Council of the City of Banning, California, approving an Initial Study/Negative Declaration, General Plan Amendment No. 14-2501 and Zone Change No. 14-3501 Relating to Eighteen (18) Properties (APN: 541-320-001, 541-320-002, 541-320-003, 541-320-004,

541-320-005, 541-320-006, 541-320-007, 541-320-008, 541-320-009, 541-320-010, 541-320-011, 541-320-012, 541-320-013, 541-320-014, 541-320-015, 541-320-018, 541-320-019, and 541-320-020) and Zoning text Amendment No. 15-97501 amending Section 17.08.030 (General Standards) Table 17.08.030 (Residential Development Standards) of the Zoning Ordinance (Title 17 of the Banning Municipal Code) Pertaining to the Minimum Lot Size per Single Family Unit for Nine (9) Properties (APN: 541-320-010, 541-320-011, 541-320-012, 541-320-013, 541-320-014, 541-320-015, 541-320-018, 541-320-019 and 541-320-020) Within the Very Low Density Residential Zoning District.

Motion Moyer/Welch to waive further reading of Ordinance No. 1484. Motion carried, all in favor.

Motion Welch/Moyer that Ordinance No. 1484 pass its first reading. Motion carried, all in favor.

2. Consideration of Ordinance No. 1485 Approving Initial Study/Negative Declaration, General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 for twelve (12) properties located north of Gilman Street west of 8th Street.

Acting Director Guillot addressed the Council presenting his staff report as contained in the agenda packet. He explained that this item is considered by staff as another correction to the General Plan and Zoning. This area is located north of Gilman and west of 8th Street. It involves a Tentative Map approved by City Council in 2006. He showed the area on the map to Council and outlined where part of the map falls into the Park Zone. Acting Director Guillot shared that this came to light when the developer came to submit the design review application for the homes and was asked why the zoning was not correct, but had a tentative approval. Research was completed and the reason for this was not found and perhaps it was overlooked. Therefore, staff would like to correct it by bringing some acreage into the low density residential zoning district and bringing a majority of the rezoning into the open space parks. As far as staff knows, this land has always been owned by the Riverside County Parks Department. When they were contacted, again there were no records as to why this area wasn't zoned for the park. Therefore, staff thought it would be best to correct both issues with a single action. Staff recommends approval of the General Plan Amendment and Zone change. The Planning Commission also recommended approval by adoption of a Resolution.

Councilmember Miller asked for clarification on Gilman Regional park and its location as it relates to the item being presented. Acting Director Guillot explained the areas on the map, how specific locations are zoned and how staff is proposing to amend the zone to correct issues and it was clarified that the area being changed is being changed to a park.

Councilmember Peterson asked if the cemetery is included. Acting Director Guillot explained that the map approved in 2006 was approved with conditions of approval and those conditions stipulated that the title to the cemetery would be transferred to the Morongo Band of Mission Indians as along with a Memorandum of Understanding to maintain the area. The Developer is responsible for working with the Morongo Band of Mission Indians on the disposition of the cemetery. There was discussion about the history of the cemetery. Councilmember asked how close the homes will be to the area. It was shared that the homes should not be very close and the developer is working with the tribe on additional setbacks in regard to that because it is part of the conditions on the approved

tentative map so the developer cannot move forward until this issue is settled with the tribe. Councilmember Peterson explained he was just concerned that care would be taken with regard to the cemetery and those at rest there and he was assured that it would be. Mayor Franklin pointed out that a fence was put in place at the time the tentative map was approved.

Mayor Franklin asked if this would be counted as one General Plan Amendment of the four allowed per year and the City Attorney felt it should.

Mayor Franklin opened the item for public comments. There was none.

Councilmember Miller asked if there would be any issue with the tribe taking care of the area.

Mayor Franklin shared a comment going back to the General Plan Advisory Committee, and that is that it is frustrating to see be fixing what cost a lot of money and should have been done right the first time.

Mayor Franklin asked the City Clerk to read the title of Ordinance No. 1485. City Clerk read: An Ordinance of the City Council of the City of Banning, California, approving the Initial Study/Negative Declaration, General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 Relating to Twelve (12) Properties (APN: 535-060-008, 535-070-023, 535-070-038, 535-070-014, 535-070-025, 535-110-002, 535-110-011, 535-311-014, 535-311-015, 535-311-016, 535-311-017 and 535-311-018).

Motion Moyer/Welch to waive further reading of Ordinance No. 1485. Motion carried, all in favor.

Motion Welch/Moyer that Ordinance No. 1485 pass its first reading. Motion carried, all in favor.

REPORTS OF OFFICERS

1. Review of Code Enforcement Program

Police Chief Diaz addressed the Council presenting his staff report as contained in the agenda packet. Chief Diaz explained that late 2014 the Code Enforcement operation was moved to the Police Department and some of the duties of the Code Enforcement program were reviewed. He explained that the program has been more a reactive rather than a proactive code enforcement program over the past few years and attributed that to staffing levels. He explained that they are working on addressing that by transitioning a dispatcher (former community services officer in our city) to Code Enforcement. Also, a centralized software system is being looked at to address compatibility and time issues, ultimately allowing the Code Enforcement Officer to be out in the community more.

Councilmember Moyer shared that during his campaign a lot of what was shared with him was concern for consistency and feels that this will take care of that. Chief Diaz stated that he believes the integrated and centralized software system will alleviate a lot of the issues.

Chief Diaz shared contact information and provided flyers for the public. The Code Enforcement telephone number is (951) 922-4821, after hours dispatch number is (951) 922-3170 option #3, and the email address is ce@ci.banning.ca.us.

Mayor Franklin opened the item for public comments.

Dolores Ramirez asked if there is a place online to see what all of the codes are. It was explained that the Police Department website is being updated to show municipal code violations the Code Enforcement division works with along with fees associated with the violations and this should be done within a couple of weeks. Mayor Franklin advised that the entire Municipal Code can be found on the City's website as well.

2. Transportation Update

Director Meraz addressed the Council with a brief presentation on the transportation services. She shared a slide presentation outlining the different routes and services provided. She explained the routes and showed where they currently run. She addressed a question often asked, which is "How do we fund our transit system?" Director Meraz explained that it is completely funded through local transportation funds and also through STA funds for capital purchases. The City is required to make a 10% recovery from the fare box and last year they did just under 13% on the recovery. Both the LTF and STA funds are allocated through Riverside County Transportation Commission (RCTC) and appropriated through the short range transit planning process. Director Meraz shared that they are currently working on some grant funded programs. One of the programs is to purchase mobile digital recorders with cameras for the newer buses (five years or more life remaining) with a wireless download system. Also through Prop 1B there is some money coming forward for two new buses, which will be 35 foot buses that seat 22 ambulatory passengers and two wheelchair positions. In planning ahead they will be looking into expanding their services hours to the college campus due to a lot of classes being held in the evening. Also, they are looking at restructuring Route 5 and realigning the secondary Route 1. Another thing they are looking at if it would be beneficial to stop the City's Route 1 at Highland Springs and not continue on into northwest Beaumont.

Councilmember Welch asked about the Circulator Route to Cabazon and if Director Meraz could share the importance of that route. Director Meraz agreed that this is a very high performing route for a first year route, averaging about 60 passengers per day, which is tremendous. Councilmember Welch also asked about the comprehensive operational analysis done between Banning and Beaumont. Director Meraz explained that has been completed and that is where some of the recent route changes came from and it has given them a good start in the right direction.

Councilmember Miller asked if there is a part of the website that permits people to see exactly where the routes go and the connections to the Riverside and San Bernardino railroad system. Director Meraz shared that all of the transit information on the City's website showing the City's routes and any connecting routes. Councilmember Meraz mentioned that they are in the process of getting everything finalized to get GPS locators on the buses so folks can go online and actually see where the bus is by route.

Mayor Franklin recessed the regular City Council Meeting and called to order a joint meeting of the Banning City Council and the Banning Successor Agency Board

3. File and Receive the Audit Reports for Fiscal Year 2013-14

Interim Finance Director Martin addressed the Council presenting his staff report as contained in the agenda packet. He explained that they received an unqualified opinion for the City. The audit was conducted by the audit firm of Lance Soll & Lunghard, and they reported that the City had no material weaknesses, no significant deficiencies, and no significant audit findings. This is a good mark for the city in terms of financial reporting. He pointed out that the best thing to look at for an overview of the result would be the Management's Discussion and Analysis found attached to the Staff Report in the Agenda Packet and explained this was reviewed in detail with the members of the Budget and Finance Committee. He shared some of the financial highlights with the Council and explained a change recently made and why. He shared that Debbie Harper from the auditing firm was in attendance to address any questions as well. Finally, he commended Michelle Green, Deputy Finance Director and her staff for their hard work.

Councilmember Miller wanted it emphasized that of the \$70.72 million in reserves, only \$40 million is available (unrestricted), as the remainder can only be used for capital construction because it is from bond funds and cannot be used for salaries or anything else. Councilmember Miller was wondering about the Pearlman Note. Interim Finance Director Martin explained where it could be found on the report.

Councilmember Welch complimented the team on the report and said it was a good report and that although the city is not plush, it is not broke and that is appreciated.

Mayor Franklin asked for clarification on the requirements of where the reserves have to be in different areas. Interim Director Martin explained that the City has imposed certain requirements upon itself and that is prudent to do because there is outstanding debt and a certain level of reserves and revenues is required to be maintained because of that.

Mayor Franklin opened the item for public comments. There was none.

Motion Miller/Welch to receive and file the audit reports for Fiscal Year 2013-2014. Motion carried, all in favor.

Mayor Franklin recessed the Joint Meeting and reconvened the regular City Council Meeting

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

City Council

Councilmember Moyer –

- Over the last week the Council and Interim City Manager have had Jim Smith, PhD host Focus Group Meetings throughout the City. The intent of these meetings is to get information from the residents of the city to set the goals for the City Council for the next 3-5 years. The next meeting is Wednesday, February 25th at 6:00pm at the Senior Center then Saturday, February 28th at

14

Russo's at 9:00am. Attendance is encouraged and it is a venue to speak and share issues with no time limit.

Councilmember Welch–

- The Focus Group Meeting at Russo's on Saturday, February 28th is for everyone, but Business people are strongly encouraged to attend.

Mayor Franklin –

- The Water Alliance meeting is February 25th at 6:00pm and the public is invited. There will be a dialogue with the Office of Emergency Services for Riverside County to get an idea of what services are provided at the County level in regard to turning off different utilities in the event of a disaster.
- There was a meeting on Monday, February 23rd with CalFire and they laid out anticipated costs. A comprehensive study will be done to cover how they do business that will take approximately 18 months and will report back when a response is received.
- There was a public hearing for the Metrolink line going from Coachella to Los Angeles on Monday, February 23rd. This is the beginning of many hearings that will be taking place regarding this project that won't start for several years. There is a webinar on Thursday, February 26th if attendance wasn't possible on the 23rd.
- Has discussed holding workshops on different topics with the Interim City Manager and asked the City Council to think about and decide what would work best for them, the first or third Tuesday to hold those.

Report by City Manager –

Interim Finance Director Dean Martin reported on behalf of the City Manager that he will convey to the Interim City Manager the citizen interest in knowing where the recruitment process is. He announced placeholder dates as follows:

- March 10th – No City Council Meeting
- March 19th – Special Meeting of the City Council, which will be an all-day session where Council will discuss goals and objectives and direction will be provided to staff as a result
- March 24th – Regular Meeting of the City Council
- March 31st – Special Meeting/Workshop where the mid-year budget process and proposals from staff will be brought back regarding accomplishing goals and objectives determined on the 19th of March

City Committee Reports – None

Report by City Attorney – None

ITEMS FOR FUTURE AGENDAS

New Items – None

Pending Items – City Council

1. Discussion on how the City Council handles donations to the City. *(Feb. 2015)*
2. Discussion regarding City's ordinance dealing with sex offenders and child offenders. *(2/2015)*
3. Discussion to move "Announcements" (events) up on the agenda after Public Comments. *(1/15)*
4. Discussion regarding Animal Control Services *(Midyear Budget)*
5. Discussion regarding Police Staffing *(Midyear Budget)*
6. Golf Cart Lanes
7. Bond Workshop *(Midyear Budget)*
8. General Plan Update & Housing Element
9. Discussion regarding change in time for Council Meetings

City Attorney announced that the City Council will return to Closed Session to discuss the HCI litigation matter.

ADJOURNMENT

By common consent the meeting adjourned at 6:44 p.m.

Minutes Prepared by:

Sonja De La Fuente, Deputy City Clerk

Approved by:

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.

2nd Reading

ORDINANCE NO. 1484

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING AN INITIAL STUDY/NEGATIVE DECLARATION, GENERAL PLAN AMENDMENT NO. 14-2501 AND ZONE CHANGE NO. 14-3501 RELATING TO EIGHTEEN (18) PROPERTIES (APN: 541-320-001, 541-320-002, 541-320-003, 541-320-004, 541-320-005, 541-320-006, 541-320-007, 541-320-008, 541-320-009, 541-320-010, 541-320-011, 541-320-012, 541-320-013, 541-320-014, 541-320-015, 541-320-018, 541-320-019 and 541-320-020) AND ZONING TEXT AMENDMENT NO. 15-97501 AMENDING SECTION 17.08.030 (GENERAL STANDARDS) TABLE 17.08.030 (RESIDENTIAL DEVELOPMENT STANDARDS) OF THE ZONING ORDINANCE (TITLE 17 OF THE BANNING MUNICIPAL CODE) PERTAINING TO THE MINIMUM LOT SIZE PER SINGLE FAMILY UNIT FOR NINE (9) PROPERTIES (APN: 541-320-010, 541-320-011, 541-320-012, 541-320-013, 541-320-014, 541-320-015, 541-320-018, 541-320-019 and 541-320-020) WITHIN THE VERY LOW DENSITY RESIDENTIAL ZONING DISTRICT

WHEREAS, the eighteen (18) subject properties that are located on the south side of Barbour Street, between Hargrave Street and Juarez Street, were re-zoned from Low Density Residential (LDR) to Industrial (I) when the current General Plan and Zoning Code were adopted on January 31, 2006; and

WHEREAS, as a result of the adoption of the current General Plan and Zoning Code, the existing single family residences became legal non-conforming. Since that time, this legal non-conforming status has created challenges for the property owners, including difficulty refinancing their existing home loans, difficulty qualifying for home improvement loans to make improvements to their residences and properties, difficulty purchasing homeowner's insurance, and difficulty selling their existing single family residences under the current zoning designation. Additionally, future expansions (additions) to the existing single family residences are limited to a maximum of fifty (50%) percent of the existing square footage of the single family residence, subject to the approval of a Conditional Use Permit by the Planning Commission, pursuant to Section 17.88.030F of the Zoning Ordinance; and

WHEREAS, on June 10, 2014, the City Council adopted Resolution No. 2014-32 approving the City-initiation of General Plan Amendment No. 14-2501 and Zone Change No. 14-3501 for Assessor's Parcel Numbers (APN) 541-320-001, 541-320-002, 541-320-003, 541-320-004, 541-320-005, 541-320-006, 541-320-007, 541-320-008 and 541-320-009 to change their respective current zoning designation from Industrial (I) to Low Density Residential (LDR) and for Assessor's Parcel Numbers (APN) 541-320-010, 541-320-011, 541-320-012, 541-320-013, 541-320-014, 541-320-015, 541-320-018, 541-320-019 and 541-320-020 to change their respective current zoning designation from Industrial (I) to Very Low Density Residential (VLDR); and

WHEREAS, on December 11, 2014, the Riverside County Airport Land Use Commission (ALUC) approved the determination that General Plan Amendment No. 14-2501 and Zone Change No. 14-3501 is consistent with the 2004 Banning Municipal Airport Land Use Compatibility Plan, subject to the condition that additional dwelling units, beyond the eighteen (18) dwelling units that are currently permitted, will not be added. To comply with this request by the ALUC, an 80,000 square foot minimum lot size overlay zone has been added for the nine (9) subject properties on the south side of Barbour Street, between Hargrave Street and Juarez Street, thereby necessitating the requirement of this Zone Text Amendment; and

WHEREAS, the City Council has authority per Chapter 17.116 of the Municipal Code to approve, approve with modifications, or disapprove amendments to the Zoning Ordinance; and

WHEREAS, on February 4, 2015, during a duly advertised public hearing, the Planning Commission adopted Resolution No. 2015-01 recommending to the City Council the adoption of Ordinance No. 1484 approving the Initial Study/Negative Declaration, General Plan Amendment No. 14-2501, Zone Change No. 14-3501 and Zone Text Amendment No. 15-97501; and

WHEREAS, on the 13th day of February, 2015, the City gave public notice as required under Chapter 17.68 of the Zoning Ordinance by advertising in the Record Gazette newspaper of the holding of a public hearing at which the Initial Study/Negative Declaration, General Plan Amendment, Zone Change and Zone Text Amendment would be considered; and

WHEREAS, on the 24th day of February, 2015, the City Council held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to the proposed amendments, and at which time the City Council considered the Initial Study/ Negative Declaration, General Plan Amendment No. 14-2501, Zone Change No. 14-3501 and Zone Text Amendment No. 15-97501; and

WHEREAS, at this public hearing on the 24th day of February, 2015, the City Council considered and heard public comments on the proposed Initial Study/Negative Declaration, General Plan Amendment, Zone Change and Zone Text Amendment; and

WHEREAS, the City Council has carefully considered all pertinent documents and the staff report offered in this case as presented at the public hearing held on the 24th day of February, 2015.

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

SECTION 1. ENVIRONMENTAL.

California Environmental Quality Act (CEQA)

In accordance with the requirements of the California Environmental Quality Act (CEQA), the proposed General Plan Amendment No. 14-2501, Zone Change No. 14-3501 and Zone Text Amendment No. 15-97501 are considered a "project." CEQA defines a "project" as an activity that may have a potential for resulting in either a direct or indirect significant effects on the environment. General plan amendments, zone changes and zone text amendments are defined as "projects" because they typically involve the adoption of land use policies that involves the potential future land use and/or development of properties. Therefore, General Plan Amendment No. 14-2501, Zone Change No. 14-3501 and Zone Text Amendment No. 15-97501 is a "project" due to the fact that the proposal involves the change of the General Plan land use designations and Zoning classifications and Zoning regulations for the subject eighteen (18) properties from Industrial (I) to Low Density Residential (LDR) (9 properties) and Very Low Density Residential (VLDR)(80,000 square foot minimum lot size) (9 properties) which in turn changes the manner in which the subject eighteen (18) properties may be used and developed.

The findings of the Initial Study/Negative Declaration are that General Plan Amendment No. 14-2501, Zone Change No. 14-3501 and Zone Text Amendment No. 15-97501 could not have a significant effect on the environment. In compliance with CEQA, an Initial Study/Negative Declaration was prepared and made available for the mandatory 20-day public review period commencing on January 16, 2015.

Multiple Species Habitat Conservation Plan (MSHCP)

General Plan Amendment No. 14-2501, Zone Change No. 14-3501 and Zone Text Amendment No. 15-97501 do not relate to any one physical development project and are not subject to the MSHCP. Further, projects subject to this resolution will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

Senate Bill (SB) 18 – Tribal Consultation

Pursuant to the requirements of Senate Bill (SB) 18, on December 31, 2014, the City of Banning transmitted a formal request for Tribal Consultation to the Native American Heritage Commission. Tribal Consultation request letters were also transmitted directly to the following: Morongo Band of Mission Indians; Soboba Band of Luiseno Indians; Cabazon Band of Mission Indians; Pechanga Band of Luiseno Indians; Augustine Band of Cahuilla Indians; Twenty-Nine Palms Band of Mission Indians; Cahuilla Band of Indians; Ramona Band of Cahuilla Indians; Agua Caliente Band of Cahuilla Indians; Santa Rosa Band of Cahuilla Indians; Fort Mohave Indian Tribe; San Manuel Band of Mission Indians; and Torres Martinez Dessert Cahuilla Indians.

SECTION 2. REQUIRED FINDINGS - GENERAL PLAN AMENDMENT NO. 14-2501 AND ZONE CHANGE NO. 14-3501.

The California Government Code and Section 17.64.070 of the City of Banning Zoning Ordinance require that General Plan Amendments and Zone Changes meet certain findings prior to the approval by the City Council. The following findings are provided in support of the approval of the General Plan Amendment No. 14-2501 and Zone Change No. 14-3501.

Finding No. 1: The proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501 are internally consistent with the General Plan.

Findings of Fact: The City of Banning General Plan Land Use and Zoning Overlay Map depicts the subject eighteen (18) properties within the Industrial (I) designation/classification. The proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, along with proposed Zone Text Amendment No. 15-97501, will amend the General Plan land use designations and Zoning classifications of the nine (9) properties (APN: 541-320-001, 541-320-002, 541-320-003, 541-320-004, 541-320-005, 541-320-006, 541-320-007, 541-320-008 and 541-320-009) located on the east side of Hargrave Street, south of Barbour Street, from Industrial (I) to Low Density Residential (LRD) and the nine (9) properties (APN: 541-320-010, 541-320-011, 541-320-012, 541-320-013, 541-320-014, 541-320-015, 541-320-018, 541-320-019 and 541-320-020) located on the south side of Barbour Street, between Hargrave Street and Juarez Street, from Industrial (I) to Very Low Density Residential (VLDR)(80,000 square foot minimum lot size).

The proposed Low Density Residential (LDR) and Very Low Density Residential (VLDR)(80,000 square foot minimum lot size) General Plan land use designations and Zoning classifications will eliminate the current legal non-conforming restrictions from the existing eighteen (18) properties. Thereby, allowing for future home improvements and/or the future development of new single-family residences and other uses that are allowable and compatible with single-family residences, and consistent with the City's standards for properties within the Low Density Residential (LDR) and Very Low Density Residential (VLDR)(80,000 square foot minimum lot size) zones.

All nine (9) of the properties located on the east side of Hargrave Street, south of Barbour Street, are currently developed with single-family residences (1 has an accessory structure). Of the nine (9) properties located on the south side of Barbour Street, between Hargrave Street and Juarez Street, six (6) properties are currently developed with single-family residences (5 have accessory structures) and the remaining three (3) properties are vacant.

The subject properties under proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, along with proposed Zone Text Amendment No. 15-97501, have been reviewed against the development standards for Low Density Residential and Very Low Density Residential land use and existing development within the City of Banning Zoning Ordinance for internal consistency within all of the General Plan element's text, diagrams, and maps and it has been determined that the proposed General Plan Amendment and Zone Change, along with the proposed Zone Text Amendment, will not create any conflicts among the various General Plan elements' goals, policies, and objectives, including the maps and diagrams of all the elements in the City's General Plan. Therefore, proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, along with proposed Zone Text Amendment No. 15-97501, will make the current single family residential land uses, as well as the accessory structures, on the subject properties consistent with City's General Plan and Zoning Ordinance.

Finding No. 2: The proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501 would not be detrimental to the public interest, health, safety, convenience, or welfare of the community.

Findings of Fact: The General Plan Goal 1 for Residential Land Uses states, "*Preserve and enhance the City's neighborhoods.*" Proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, along with proposed Zone Text Amendment No. 15-97501, provides conformity between the existing single-family residences that have been previously developed on the subject properties and the proposed General Plan land use designations and Zoning classifications. Furthermore, an Initial Study/Negative Declaration was prepared pursuant to the requirements of the California Environmental Quality Act. The Initial Study/Negative Declaration concluded that proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, along with proposed Zone Text Amendment No. 15-97501, would not have any significant impacts on the environment. The Initial Study/Negative Declaration was made available for the required 20-day public review period commencing on January 16, 2015.

With regard to the compatibility with the existing surrounding land uses and neighborhoods, the proposed General Plan land use designations and Zoning classifications for the subject eighteen (18) properties will make the existing and future development of the eighteen (18) properties consistent and compatible with the existing surrounding land uses and neighborhoods to the westerly and southerly areas of the subject properties in that the General Plan land use designations and Zoning classifications for these adjacent areas is Low Density Residential.

Additionally, due to the proximity of the subject properties being within the project “influence” area of the Banning Municipal Airport, a Major Land Use Review application was filed by the City of Banning with the Riverside County Airport Land Use Commission (ALUC) for their land use consistency review. Accordingly, on December 11, 2014, the ALUC approved the determination that General Plan Amendment No. 14-2501 and Zone Change No. 14-3501 is consistent with the 2004 Banning Municipal Airport Land Use Compatibility Plan, subject to the condition that additional dwelling units, beyond the eighteen (18) dwelling units that are currently permitted, will not be added. To comply with this requirement by the ALUC, an 80,000 square foot minimum lot size overlay zone has been added for the nine (9) properties (APN: 541-320-010, 541-320-011, 541-320-012, 541-320-013, 541-320-014, 541-320-015, 541-320-018, 541-320-019 and 541-320-020) on the south side of Barbour Street, between Hargrave Street and Juarez Street, being recommended as Very Low Density Residential (VLDR). Therefore, proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, along with proposed Zone Text Amendment No. 15-97501, would not be detrimental to the public interest, health, safety, convenience, or welfare of the community as the project has been reviewed for compliance with the City of Banning General Plan, City of Banning Zoning Ordinance and the California Environmental Quality Act (Public Resources Code Section 21000 et seq.).

Finding No. 3: The proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501 would maintain the appropriate balance of land uses within the City.

Findings of Fact: The General Plan Build-Out Summary, Table III-1, on page III-10, shows that the City of Banning presently has 420.8 acres of land area that are zoned Industrial. The eighteen (18) properties that are proposed to be changed by General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, along with proposed Zone Text Amendment No. 15-97501, from Industrial (I) to Low Density Residential (LDR)(1.44 acres) and Very Low Density Residential (VLDR)(80,000 square foot minimum lot size)(17.17 acres) contain a total of 18.62 acres. The proposed General Plan Amendment and Zone Change, along with the proposed Zone Text Amendment, would reduce the amount of Industrial properties by 18.62 acres (or 4.4%) from 420.8 acres to 402.18 acres.

The proposed 4.4% reduction of land area currently designated for the Industrial (I) Zone is relatively an extremely minor reduction given the fact that there does not exist any actual industrial use or development within any of the subject eighteen (18) properties. Forty (40) percent (or 7.55 acres) of the 18.62 acres that are zoned for Industrial is already developed with single-family residences. This means that any potential

industrial development will only occur on the 3.7 acres of land that is currently vacant. The loss of 3.7 acres of industrial land is insignificant compared to the overall land that is still available (402.18 acres) for industrial development and the City is still maintaining an appropriate balance of land use within the City.

The General Plan Build-Out Summary, Table III-1, on page III-10, shows that the City of Banning presently has 3,446.6 acres of land area that are currently zoned Low Density Residential (LDR). The nine (9) properties that are proposed to be changed by General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, along with proposed Zone Text Amendment No. 15-97501, from Industrial (I) to Low Density Residential (LDR) contain a total of 1.44 acres. The proposed General Plan Amendment and Zone Change would increase the amount of Low Density Residential properties by 1.44 acres (or 0.0004%) from 3,446.6 acres to 3,448.04 acres.

The General Plan Build-Out Summary, Table III-1, on page III-10, shows that the City of Banning presently has 2,367.3 acres of land area that are currently zoned Very Low Density Residential (VLDR). The nine (9) properties that are proposed to be changed by General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, along with proposed Zone Text Amendment No. 15-97501, from Industrial (I) to Very Low Density Residential (VLDR)(80,000 square foot minimum lot size) contain a total of 17.17 acres. The proposed General Plan Amendment and Zone Change, along with the proposed Zone Text Amendment, would only increase the amount of Very Low Density Residential properties by 17.17 acres (or 0.0072%) from 2,367.3 acres to 2,384.47 acres.

Finding No. 4: With regard to the General Plan Amendment No. 14-2501 and Zone Change No. 14-3501 to the General Plan Land Use, the subject properties are physically suitable for the requested land use designation(s) and the anticipated land use development(s).

Findings of Fact: Fifteen (15) of the eighteen (18) properties are currently developed with single-family residences. Proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, along with proposed Zone Text Amendment No. 15-97501, will bring the existing single family residential development on the properties in conformance with the City's General Plan and Zoning. Additionally, the physical characteristics of the surrounding area in terms of topography and existing infrastructure improvements (i.e., streets, water, sewer, etc.) are adequate and suitable for single family residential development. The proposed General Plan Amendment and Zone Change, along with the proposed Zone Text Amendment, will also bring the eighteen (18) properties into

compatibility and consistency with the General Plan and Zoning designations with the existing residential neighborhoods to the west and south of the subject properties. Based on the facts indicated in this subsection and subsections above, the subject properties are suitable for the requested Low Density Residential (LDR) and Very Low Density Residential (VLDR)(80,000 square foot minimum lot size) land use designations and zoning classifications, as well as with the anticipated residential land uses and developments.

SECTION 3. REQUIRED FINDINGS – ZONE TEXT AMENDMENT NO. 15-97501.

The California Government Code and Section 17.116.050 of the City of Banning Zoning Ordinance require that Zone Text Amendments meet certain findings prior to the approval by the City Council. The following findings are provided in support of the approval of the Zone Text Amendment No. 15-97501.

Finding No. 1: The proposed Zone Text Amendment No. 15-97501 is consistent with the goals and policies of the General Plan.

Findings of Fact: Proposed Zone Text Amendment No. 15-97501 is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and Zoning classifications of the subject properties will be changed, through proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, to reflect the existing single family residences in order to remove their non-conforming status, and the text amendment will result in clarifying the goals, policies and programs of the General Plan with respect to future development regulations for such single family residences. The primary General Plan Land Use Element Goal is “A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents.” By amending the Zoning Ordinance specifically to establish an 80,000 square foot minimum lot size for the proposed Very Low Density Residential (VLDR) Zone will allow for improvements to the existing non-conforming residential properties consistent with the surrounding single family residential character that will ultimately enhance the quality of life for Banning residents who may desire to improve their respective existing residential properties.

Finding No. 2: The proposed Zone Text Amendment No. 15-97501 is internally consistent with the Zoning Ordinance.

Findings of Fact: Proposed Zone Text Amendment No. 15-97501, along with proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, is consistent with the existing provisions of Section 17.80.020 (Permitted, Conditional and Prohibited Uses) and Section 17.08.030 (General Standards) of the Zoning Ordinance. The proposed amendment

will amend the existing Zoning Ordinance pertaining to single family residential development within the proposed Very Low Density Residential (VLDR) Zone and the establishment of an 80,000 square foot minimum lot size maintains the development standards established by the Zoning Ordinance for single family residential uses. Additionally, staff has reviewed and compared the proposed changes and finds no conflicting statements or inconsistencies in the Zoning Ordinance.

Finding No. 3: That the Planning Commission has independently reviewed and considered the requirements of the California Environmental Quality Act.

Findings of Fact: An Initial Study/Negative Declaration was prepared pursuant to the requirements of the California Environmental Quality Act. The Initial Study/Negative Declaration concluded that proposed Zone Text Amendment No. 15-97501, along with proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3501, would not have any significant impacts on the environment. The Initial Study/Negative Declaration was made available for the required 20-day public review period commencing on January 16, 2015. Therefore, proposed Zone Text Amendment No. 15-97501, along with proposed General Plan Amendment No. 14-2501 and Zone Change No. 14-3503, would not be detrimental to the public interest, health, safety, convenience, or welfare of the community as the project has been reviewed for compliance with the City of Banning General Plan, City of Banning Zoning Ordinance and the California Environmental Quality Act (Public Resources Code Section 21000 et seq.).

SECTION 4. CITY COUNCIL ACTION.

The City Council hereby takes the following actions:

1. **Adoption of Negative Declaration.** In accordance with Public Resources Code Section 21006 and CEQA Guidelines Section 15074 the City Council hereby adopts the Negative Declaration, based upon the Initial Study prepared pursuant to CEQA Guidelines Section 15063, for General Plan Amendment No. 14-2501, Zone Change No. 14-3501 and Zone Text Amendment No. 15-97501.
2. **Approve General Plan Amendment No. 14-2501.** Approve General Plan Amendment No. 14-2501 amending the General Plan land use designations of the nine (9) properties (APN: 541-320-001, 541-320-002, 541-320-003, 541-320-004, 541-320-005, 541-320-006, 541-320-007, 541-320-008 and 541-320-009) located on the east side of Hargrave Street, south of Barbour Street, from Industrial (I) to Low Density Residential (LRD) and the nine (9) properties (APN: 541-320-010, 541-320-011, 541-320-012, 541-320-013, 541-320-014, 541-320-015, 541-320-018, 541-320-019 and 541-320-020) located on the south side of Barbour Street, between Hargrave Street and Juarez Street, from

Industrial (I) to Very Low Density Residential (VLDR)(80,000 square foot minimum lot size).

3. **Approve Zone Change No. 14-3501.** Approve Zone Change No. 14-3501 amending the Zoning classifications of the nine (9) properties (APN: 541-320-001, 541-320-002, 541-320-003, 541-320-004, 541-320-005, 541-320-006, 541-320-007, 541-320-008 and 541-320-009) located on the east side of Hargrave Street, south of Barbour Street, from Industrial (I) to Low Density Residential (LRD) and the nine (9) properties (APN: 541-320-010, 541-320-011, 541-320-012, 541-320-013, 541-320-014, 541-320-015, 541-320-018, 541-320-019 and 541-320-020) located on the south side of Barbour Street, between Hargrave Street and Juarez Street, from Industrial (I) to Very Low Density Residential (VLDR)(80,000 square foot minimum lot size).
4. **Approve Zone Text Amendment No. 15-97501.** Approve Zone Text Amendment No. 15-97501 amending the minimum lot size per single family lot within the Very Low Density Residential Zone Assessor's Parcel Numbers 541-320-010, 541-320-011, 541-320-012, 541-320-013, 541-320-014, 541-320-015, 541-320-018, 541-320-019 and 541-320-020 by amending Table 17.08.030 *residential development standards* as follows:

Maximum Density (Units/Ac.)	0-2 DU/A
Minimum Lot Size/Single Family Lot	20,000 Square Feet or suffix ⁵
Minimum Lot Width	100 Feet
Minimum Lot Depth	100 Feet
Minimum Front Yard Setback	35 Feet
Minimum Rear Yard Setback	35 Feet
Minimum Side Yard Setback	15 Feet
Minimum Street Side Yard Setback	20 Feet
Maximum Building Coverage	25 Percent
Maximum Building Height (stories/feet)	2 Stories/35 Feet
Maximum Fence/Wall Height	6 Feet
Floor Area Ratio (FAR)	
One-Story Home	25 Percent
Multi-Story Home	40 Percent

⁵ In the LDR and VLDR Zone, if no suffix is shown on the map. If a suffix is shown on the map, that suffix indicates the minimum lot size."

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council of the City of Banning hereby declares that it would have passed this Ordinance and

each and every section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.


SECTION 6. PUBLICATION; EFFECTIVE DATE.

The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2015.

Deborah Franklin, Mayor
City of Banning, California

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



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

ATTEST:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1484 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 24th day of February, 2015, and was duly adopted at a regular meeting of said City Council on the _____ day of _____, 2015, by the following vote, to wit:

AYES:

NOES:

ABSEN:

ABSTAIN:

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

2nd Reading

ORDINANCE NO. 1485

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING THE INITIAL STUDY/NEGATIVE DECLARATION, GENERAL PLAN AMENDMENT NO. 14-2503 AND ZONE CHANGE NO. 14-3503 RELATING TO TWELVE (12) PROPERTIES (APN: 535-060-008, 535-070-023, 535-070-038, 535-070-014, 535-070-025, 535-110-002, 535-110-011, 535-311-014, 535-311-015, 535-311-016, 535-311-017 AND 535-311-018)

WHEREAS, on January 31, 2006, the City Council of the City of Banning adopted Resolution No. 2006-12 certifying the Final Environmental Impact Report (California Clearinghouse Schedule No. 2005011039) adopting the Statement of Overriding Considerations, Statement of Facts and Findings, and Mitigation Monitoring Program for General Plan Amendment No. 03-2501 and Zone Change No. 03-3501 (Comprehensive General Plan Amendment); adopted Resolution No. 2006-13 approving General Plan Amendment No. 03-2501 adopting the new General Plan; and, adopted Ordinance No. 1339 approving Zone Change 03-3501 repealing the existing Zoning Ordinance and adopting the new Zoning Ordinance and associated Zoning Map. The Community Development Element of the City's General Plan establishes the land use designations for all properties within the City of Banning and in doing so Gilman Ranch Regional Park was identified as "open space;" and

WHEREAS, On August 28, 1976, the United States Department of the Interior – National Parks Service certified the inclusion of Gilman Ranch Regional Park within the National Register of Historic Places, based upon the support of nomination evidence presented by Dr. John R. Brumgardt (History Division – Riverside County Parks Department). This certification preserves Gilman Ranch Regional Park as open space. Subsequently, in March 1979, the Riverside County Regional Parks and Open Space District purchased the 124.51 acre site and officially established the "historic" Gilman Ranch Regional Park; and

WHEREAS, the General Plan land use designations and Zoning classifications for certain portions of three (3) properties (APN: 535-060-008, 535-070-023 and 535-070-038) contained within Gilman Ranch Regional Park located north of Wilson Street between 16th Street and 20th Street is currently Ranch/Agriculture – Hillside (RA-H) and Low Density Residential (LDR) which is inconsistent with the intended Open Space – Parks (OS-P) General Plan land use designation and Zoning classification for Gilman Ranch Regional Park; and

WHEREAS, the overall land area of Gilman Ranch Regional Park is approximately 124.51 acres. However, of the approximate 124.51 acres, approximately 57% (approximately 71.09 acres) is depicted with General Plan land use designations and Zoning classifications of Ranch/Agriculture – Hillside (RA-H) and Low Density Residential (LDR) which is contrary and inconsistent with what should be a General Plan land use designation and Zoning classification of Open Space – Parks (OS-P) as with the remainder of Gilman Ranch Regional Park. On August 28, 1976, the United States Department of the Interior – National Parks Service certified the inclusion of Gilman Ranch Regional Park within the National Register of

Historic Places, based upon the support of nomination evidence presented by Dr. John R. Brumgardt (History Division – Riverside County Parks Department). This certification preserves Gilman Ranch Regional Park; and

WHEREAS, on September 26, 2006, the City Council of the City of Banning adopted Resolution No. 2006-58 approving the Mitigated Negative Declaration and Mitigation Monitoring Program for Tentative Tract Map No. 33540 for a subdivision creating 172 single family residential lots, 3 open space lots, 1 flood control basin and 10 lettered lots for public streets (public right-of-way) and approving the land area contained within Tentative Tract Map No. 33540 within the City's Low Density Residential (LDR) General Plan land use designation and Zoning classification; and

WHEREAS, the General Plan land use designations and Zoning classifications for certain portions of nine (9) properties (APN: 535-070-014, 535-070-025, 535-110-002, 535-110-011, 535-311-014, 535-311-015, 535-311-016, 535-311-017 and 535-311-018) contained within approved Tentative Tract Map No. 33540 located north of Gilman Street west of 8th Street is currently Open Space – Parks (OS-P), Ranch/Agriculture – Hillside (RA-H) and Very Low Density Residential (VLDR) which is inconsistent with the intended Low Density Residential (LDR) General Plan land use designation and Zoning classification for Tentative Tract Map No. 33540; and

WHEREAS, the overall land area of approved Tentative Tract Map No. 33540 is approximately 65 acres. However, of the approximate 65 acres, approximately 33% (21.76 acres) is depicted with General Plan land use designations and Zoning classifications of Open Space – Parks (OS-P), Ranch/Agriculture – Hillside (RA-H) and Very Low Density Residential (VLDR) which is contrary and inconsistent with what should have been a General Plan land use designation and Zoning classification of Low Density Residential (LDR) as with the remainder of approved Tentative Tract Map No. 33540; and

WHEREAS, General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 is intended to reflect the existing open space land use of Gilman Ranch Regional Park and the approved low density residential land use of Tentative Tract Map No. 33540, thereby ensuring the conformity with the City's General Plan Land Use and Zoning maps; and

WHEREAS, the City Council has authority per Chapter 17.64 of the Municipal Code to approve, approve with modifications, or disapprove amendments to the General Plan; and

WHEREAS, the City Council has authority per Chapter 17.116 of the Municipal Code to approve, approve with modifications, or disapprove amendments to the Zoning Ordinance; and

WHEREAS, on February 4, 2015, during a duly advertised public hearing, the Planning Commission adopted Resolution No. 2015-02 recommending to the City Council the adoption of the Initial Study/Negative Declaration, General Plan Amendment No. 14-2503 and Zone Change No. 14-3503; and

WHEREAS, on the 13th day of February, 2015, the City gave public notice as required under Chapter 17.68 of the Zoning Ordinance by advertising in the Record Gazette newspaper of the holding of a public hearing at which the Initial Study/Negative Declaration, General Plan Amendment No. 14-2503 and Zone Change No. 14-3501 would be considered; and

WHEREAS, on the 24th day of February, 2015, the City Council held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to the amendments, and at which time the City Council considered the Initial Study/Negative Declaration, General Plan Amendment No. 14-2503 and Zone Change No. 14-3503; and

WHEREAS, at this public hearing on the 24th day of February, 2015, the City Council considered and heard public comments on the Initial Study/Negative Declaration, General Plan Amendment No. 14-2503 and Zone Change No. 14-3503; and

WHEREAS, the City Council has carefully considered all pertinent documents and the staff report offered in this case as presented at the public hearing held on the 24th day of February, 2015;

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

SECTION 1. ENVIRONMENTAL FINDINGS.

The following environmental findings are made and supported by substantial evidence on the record before the City Council, including and incorporating all evidence in the staff report and attendant attachments thereto:

California Environmental Quality Act (CEQA)

In accordance with the requirements of the California Environmental Quality Act (CEQA), the proposed General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 are considered a "project." CEQA defines a "project" as an activity that may have a potential for resulting in either a direct or indirect significant effects on the environment. General plan amendments and zone changes are defined as "projects" because they typically involve the adoption of land use policies that involves the potential future land use and/or development of properties. Therefore, General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 is a "project" due to the fact that the proposal involves the change of the General Plan land use designations and Zoning classifications for certain portions of three (3) properties contained within the Gilman Ranch Regional Park from Ranch/Agriculture – Hillside (RA-H) and Low Density Residential (LDR) to Open Space – Parks (OS-P) and for certain portions of nine (9) properties contained within approved Tentative Tract Map No. 33540 from Open Space – Parks (OS-P), Ranch/Agriculture – Hillside (RA-H) and Very Low Density Residential (VLDR) to Low Density Residential (LDR) which in turn changes the manner in which the subject twelve (12) properties may be used and developed.

The findings of the Initial Study/Negative Declaration are that General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 could not have a significant effect on the environment. In compliance with CEQA, an Initial Study/Negative Declaration was prepared and made available for the mandatory 20-day public review period commencing on January 9, 2015.

Multiple Species Habitat Conservation Plan (MSHCP)

General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 do not relate to any one physical development project and are not subject to the MSHCP. Further, projects subject to this resolution will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

Senate Bill (SB) 18 – Tribal Consultation

Pursuant to the requirements of Senate Bill (SB) 18, on December 31, 2014, the City of Banning transmitted a formal request for Tribal Consultation to the Native American Heritage Commission. Tribal Consultation request letters were also transmitted directly to the following: Morongo Band of Mission Indians; Soboba Band of Luiseno Indians; Cabazon Band of Mission Indians; Pechanga Band of Luiseno Indians; Augustine Band of Cahuilla Indians; Twenty-Nine Palms Band of Mission Indians; Cahuilla Band of Indians; Ramona Band of Cahuilla Indians; Agua Caliente Band of Cahuilla Indians; Santa Rosa Band of Cahuilla Indians; Fort Mohave Indian Tribe; San Manuel Band of Mission Indians; and Torres Martinez Dessert Cahuilla Indians.

SECTION 2. FINDINGS FOR GENERAL PLAN AMENDMENT NO. 14-2503 AND ZONE CHANGE NO. 14-3503:

The California Government Code and the City of Banning Zoning Ordinance require that General Plan Amendments and Zone Changes meet certain findings prior to the approval by the City Council. The following findings, as supported by substantial evidence on the record including and incorporating all facts and evidence in the staff report and its attendant attachments, in support of the approval of the General Plan Amendment No. 14-2503 and Zone Change No. 14-3503:

Finding No. 1: The proposed General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 are internally consistent with the General Plan.

Findings of Fact: The City of Banning General Plan Land Use and Zoning Overlay Map depicts certain portions (totaling approximately 71.09 acres) of three (3) properties contained within Gilman Ranch Regional Park with Ranch/Agriculture- Hillside (RA-H) and Low Density Residential (LDR) designations/classifications and certain portions (totaling approximately 21.76 acres) of nine (9) properties contained within approved Tentative Tract Map No. 33450 with Ranch/Agriculture – Hillside (RA-H), Open Space – Parks (OS-P) and Very Low Density Residential (VLDR) designations/ classifications. The proposed General Plan Amendment and Zone Change will amend the General Plan land use designations and Zoning classifications for the three (3) properties within Gilman Ranch

Regional Park (APN: 535-060-008, 535-070-023 and 535-070-038) located north of Wilson Street between 16th Street and 20th Street to Open Space – Parks (OS-P) and certain portions for the nine (9) properties within Tentative Tract Map No. 33540 (APN: 535-070-014, 535-070-025, 535-110-002, 535-110-011, 535-311-014, 535-311-015, 535-311-016, 535-311-017 and 535-311-018) located north of Gilman Street west of 8th Street to Low Density Residential (LDR).

On January 31, 2006, the City Council of the City of Banning adopted Resolution No. 2006-12 certifying the Final Environmental Impact Report (California Clearinghouse Schedule No. 2005011039) adopting the Statement of Overriding Considerations, Statement of Facts and Findings, and Mitigation Monitoring Program for General Plan Amendment No. 03-2501 and Zone Change No. 03-3501 (Comprehensive General Plan Amendment); adopted Resolution No. 2006-13 approving General Plan Amendment No. 03-2501 adopting the new General Plan; and, adopted Ordinance No. 1339 approving Zone Change 03-3501 repealing the existing Zoning Ordinance and adopting the new Zoning Ordinance and associated Zoning Map. The Community Development Element of the City's General Plan establishes the land use designations for all properties within the City of Banning and in doing so Gilman Ranch Regional Park was identified as "open space."

On August 28, 1976, the United States Department of the Interior – National Parks Service certified the inclusion of Gilman Ranch Regional Park within the National Register of Historic Places, based upon the support of nomination evidence presented by Dr. John R. Brumgardt (History Division – Riverside County Parks Department). This certification preserves Gilman Ranch Regional Park as open space. On March 1979, the Riverside County Regional Parks and Open Space District purchased the 124.51 acre site and officially established the "historic" Gilman Ranch Regional Park. General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 to amend the General Plan land use designation and Zoning classification to Open Space – Parks (OS-P) will preserve Gilman Ranch Regional Park as an open space land use.

On September 26, 2006, the City Council of the City of Banning adopted Resolution No. 2006-58 approving the Mitigated Negative Declaration and Mitigation Monitoring Program for Tentative Tract Map No. 33540 for a subdivision creating 172 single family residential lots, 3 open space lots, 1 flood control basin and 10 lettered lots for public streets (public right-of-way) and approving Tentative Tract Map No. 33540 within the City's Low Density Residential (LDR) General Plan land use designation and Zoning classification. General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 to amend the General Plan land use designation and Zoning classification to Low Density Residential (LDR)

will reflect the appropriate General Plan land use designation and Zoning classification for Tentative Tract Map No. 33540.

The subject properties under proposed General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 have been reviewed against the development standards for Open Space – Parks (OS-P) for Gilman Ranch Regional Park and Low Density Residential (LDR) for Tentative Tract Map No. 33540 land uses within the City of Banning Zoning Ordinance for internal consistency within all of the General Plan element's text, diagrams, and maps and it has been determined that the proposed General Plan Amendment and Zone Change will not create any conflicts among the various General Plan elements' goals, policies, and objectives, including the maps and diagrams of all the elements in the City's General Plan. Therefore, proposed General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 will make the land uses for Gilman Ranch Regional Park and Tentative Tract Map No. 33540 consistent with City's General Plan and Zoning Ordinance.

Finding No. 2: The proposed General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 would not be detrimental to the public interest, health, safety, convenience, or welfare of the community.

Findings of Fact: The General Plan Goal 1 for Open Space and Conservation states, "*The conservation and management of open space areas to provide recreational opportunities and protect important resources in perpetuity.*" General Plan Goal 1 for Residential Land Uses states, "*Preserve and enhance the City's neighborhoods.*" On January 31, 2006, the City Council of the City of Banning adopted Resolution No. 2006-12 certifying the Final Environmental Impact Report (California Clearinghouse Schedule No. 2005011039) adopting the Statement of Overriding Considerations, Statement of Facts and Findings, and Mitigation Monitoring Program for General Plan Amendment No. 03-2501 and Zone Change No. 03-3501 (Comprehensive General Plan Amendment); and on September 26, 2006, the City Council of the City of Banning adopted Resolution No. 2006-58 approving the Mitigated Negative Declaration and Mitigation Monitoring Program for Tentative Tract Map No. 33540. Additionally, on August 28, 1976, the United States Department of the Interior – National Parks Service certified the inclusion of Gilman Ranch Regional Park within the National Register of Historic Places. On March 1979, the Riverside County Regional Parks and Open Space District purchased the 124.51 acre site and officially established the "historic" Gilman Ranch Regional Park. Proposed General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 provides for the preservation of Gilman Ranch Regional Park as open space and conformance with approved Tentative Tract Map No. 33540. Furthermore, an Initial Study/ Negative Declaration was prepared

pursuant to the requirements of the California Environmental Quality Act. The Initial Study/Negative Declaration concluded that proposed General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 would not have any significant impacts on the environment. The Initial Study/ Negative Declaration was made available for the required 20-day public review period from January 12, 2015 through February 2, 2015.

With regard to the compatibility with the existing surrounding land uses and neighborhoods, the proposed General Plan land use designations and Zoning classifications for Gilman Ranch Regional Park and Tentative Tract Map No. 33540 will make the properties consistent and compatible with the existing surrounding land uses and neighborhoods.

Therefore, proposed General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 would not be detrimental to the public interest, health, safety, convenience, or welfare of the community as the project has been reviewed for compliance with the City of Banning General Plan, City of Banning Zoning Ordinance and the California Environmental Quality Act (Public Resources Code Section 21000 et seq.).

Finding No. 3: The proposed General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 would maintain the appropriate balance of land uses within the City.

Findings of Fact: The overall land area of Gilman Ranch Regional Park is approximately 124.51 acres. However, of the approximate 124.51 acres, approximately 57% (approximately 71.09 acres) is depicted with General Plan land use designations and Zoning classifications of Ranch/Agriculture – Hillside (RA-H) and Low Density Residential (LDR) which is contrary and inconsistent with what should be a General Plan land use designation and Zoning classification of Open Space – Parks (OS-P) as with the remainder of Gilman Ranch Regional Park. The overall land area of approved Tentative Tract Map No. 33540 is approximately 65 acres. However, of the approximate 65 acres, approximately 33% (21.76 acres) is depicted with General Plan land use designations and Zoning classifications of Open Space – Parks (OS-P), Ranch/Agriculture – Hillside (RA-H) and Very Low Density Residential (VLDR) of Ranch/Agriculture – Hillside (RA-H) and Low Density Residential (LDR) which is contrary and inconsistent with what should have been a General Plan land use designation and Zoning classification of Low Density Residential (LDR) as with the remainder of approved Tentative Tract Map No. 33540. The proposed General Plan Amendment and Zone Change is intended to reflect the existing open space land use of Gilman Ranch Regional Park and the approved low density residential land use of Tentative Tract Map No. 33540, thereby ensuring the

conformity with the City's General Plan Land Use and Zoning maps. Therefore, General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 will maintain the appropriate balance of land uses within the City.

Finding No. 4: With regard to the General Plan Amendment No. 14-2503 and Zone Change No. 14-3503 to the General Plan Land Use, the subject properties are physically suitable for the requested land use designation(s) and the anticipated land use development(s).

Findings of Fact: On March 1979, the Riverside County Regional Parks and Open Space District purchased the 124.51 acre site and officially established the "historic" Gilman Ranch Regional Park as "open space." Based on the facts indicated in this subsection and subsections above, the subject properties are suitable for the requested Open Space – Parks (OS-P) for Gilman Ranch Regional Park by proposed General Plan Amendment No. 14-2503 and Zone Change No. 14-3503.

During the discretionary review and approval process for Tentative Tract Map No. 33540, it was determined that the subject site was physically suitable to accommodate the residential subdivision and that the residential subdivision was designed to accommodate the 172 single family residential dwelling units considering the site configuration, physical characteristics, topography and existing and proposed infrastructure improvements. Based on the facts indicated in this subsection and subsections above, the subject properties are suitable for the requested Low Density Residential (LDR) for Tentative Tract Map No. 33540 by proposed General Plan Amendment No. 14-2503 and Zone Change No. 14-3503.

SECTION 3. CITY COUNCIL ACTION.

The City Council hereby takes the following actions:

1. **Adoption of Negative Declaration.** In accordance with Public Resources Code Section 21006 and CEQA Guidelines Section 15074 the City Council hereby adopts the Negative Declaration, based upon the Initial Study prepared pursuant to CEQA Guidelines Section 15063, for General Plan Amendment No. 14-2503 and Zone Change No. 14-3503.
2. **Approve General Plan Amendment No. 14-2503.** Approve General Plan Amendment No. 14-2503 amending the General Plan land use designations for certain portions of three (3) properties (APN: 535-060-008, 535-070-023 and 535-070-038) contained within Gilman Ranch Regional Park, located north of Wilson Street between 16th Street and 20th Street, from Ranch/Agriculture – Hillside (RA-H) and Low Density Residential (LDR) to Open Space – Parks (OS-P) and certain portions of nine (9)

properties (APN: 535-070-014, 535-070-025, 535-110-002, 535-110-011, 535-311-014, 535-311-015, 535-311-016, 535-311-017 and 535-311-018) contained within approved Tentative Tract Map No. 33540, located north of Gilman Street west of 8th Street, from Open Space – Parks (OS-P), Ranch/Agriculture – Hillside (RA-H) and Very Low Density Residential (VLDR) to Low Density Residential (LDR).

3. **Approve Zone Change No. 14-3503.** Approve Zone Change No. 14-3503 amending the Zoning classifications for certain portions of three (3) properties (APN: 535-060-008, 535-070-023 and 535-070-038) contained within Gilman Ranch Regional Park, located north of Wilson Street between 16th Street and 20th Street, from Ranch/Agriculture – Hillside (RA-H) and Low Density Residential (LDR) to Open Space – Parks (OS-P) and certain portions of nine (9) properties (APN: 535-070-014, 535-070-025, 535-110-002, 535-110-011, 535-311-014, 535-311-015, 535-311-016, 535-311-017 and 535-311-018) contained within approved Tentative Tract Map No. 33540, located north of Gilman Street west of 8th Street, from Open Space – Parks (OS-P), Ranch/Agriculture – Hillside (RA-H) and Very Low Density Residential (VLDR) to Low Density Residential (LDR).

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council of the City of Banning hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

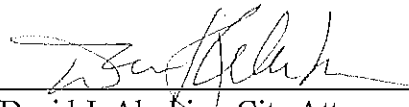
SECTION 5. PUBLICATION; EFFECTIVE DATE.

The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

Deborah Franklin, Mayor
City of Banning, California

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


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

ATTEST:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1485 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 24th day of February, 2015, and was duly adopted at a regular meeting of said City Council on the _____ day of _____, 2015, by the following vote, to wit:

AYES:

NOES:

ABSEN:

ABSTAIN:

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

CITY COUNCIL

DATE: March 24, 2015

TO: City Council

FROM: Art Vela, Acting Director of Public Works

SUBJECT: Notice of Completion for Project No. 2014-05, "Sidewalk Repairs at Various Locations"

RECOMMENDATION: That the City Council accepts Project No. 2014-05, "Sidewalk Repairs at Various Locations" as complete and directs the City Clerk to record the Notice of Completion.

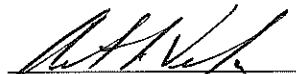
JUSTIFICATION: Staff has determined that the project has been completed per the City of Banning Plans and Specifications.

BACKGROUND: On November 12, 2014, the City Council adopted Resolution No. 2014-79, "Awarding the Construction Contract for Project No. 2014-05, 'Sidewalk Repairs at Various Locations and Rejecting All Other Bids'. The project was awarded to Hardy & Harper, Inc. of Santa Ana, California.

The scope of work under the project included the removal and repairs of sidewalks, handicap ramps, curb and gutters and spandrels in order to improve and maintain safe pedestrian travel.

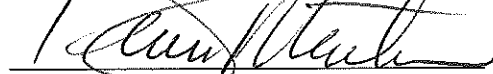
FISCAL DATA: The original contract amount for this project was \$73,905.00. The final contract amount is \$70,170.50 approximately 5% under the original contract amount.

RECOMMENDED BY:



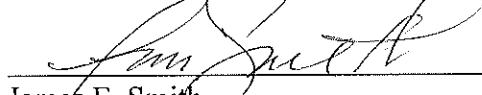
Art Vela
Acting Director of Public Works

REVIEWED BY:



Dean Martin
Interim Administrative Services Director

APPROVED BY:



James E. Smith
Interim City Manager

1 WHEN RECORDED MAIL TO:

2
3 Office of the City Clerk
4 City of Banning
5 P.O. Box 998
6 Banning, California 92220
7

8 FREE RECORDING:
9 Exempt Pursuant to
10 Government Code §6103
11

12
13 NOTICE OF COMPLETION

14 PROJECT NO. 2014-05

15 SIDEWALK REPAIRS AT VARIOUS LOCATIONS

16
17 THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the
18 City of Banning, a municipal corporation, pursuant to the provisions of Section 3093 of
19 the Civil Code of the State of California, and is hereby accepted by the City of Banning,
20 pursuant to authority conferred by the City Council this March 24, 2015, and the grantees
21 consent to recordation thereof by its duly authorized agent.
22

23 That the OWNER, the City of Banning, and Hardy & Harper, Inc. California, the vendee,
24 entered into an agreement dated November 13, 2014, for Construction of Project No.
25 2014-05, "Sidewalk Repairs at Various Locations."
26

27 The scope of work under this project included the removal and repairs of sidewalk,
28 handicap ramps, curb and gutters and spandrels all in accordance with the City of
29 Banning Standard Specifications.
30

31 (1) That the work of improvement was completed on February 19, 2015, for
32 Project No. 2014-05, "Sidewalk Repairs at Various Locations."

33 (2) That the City of Banning, a municipal corporation, whose address is
34 Banning City Hall, 99 E. Ramsey Street, Banning, California 92220, is completing work
35 of improvement.

1 (3) That said work of improvement was performed at various locations in
2 Banning, California 92220.

3 (4) That the original contractor for said improvement was Hardy & Harper,
4 Inc., State Contractor's License No. 21592.

5 (5) That Performance and Payment bonds were required for this project.

6 (6) The nature of interest is in fee.
7

8 Dated: March 24, 2015

9 CITY OF BANNING
10 A Municipal Corporation
11
12
13

14 By _____
15 James E. Smith
16 Interim City Manager
17

18 APPROVED AS TO FORM:
19
20
21

22 _____
23 David J. Aleshire, City Attorney
24 Aleshire & Wynder, LLP
25
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38

JURAT

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2015 by _____ proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(S e a l)

Notary Public in and for said County
and State

STATE OF CALIFORNIA)

) ss

COUNTY OF RIVERSIDE)

MARIE A. CALDERON, being duly sworn, deposes and says:

That I am the City Clerk of the City of Banning, which City caused the work to be performed on the real property hereinabove described, and is authorized to execute this Notice of Completion on behalf of said City; that I have read the foregoing Notice and know the contents thereof, and that the facts stated therein are true based upon information available to the City of Banning, and that I make this verification on behalf of said City of Banning. I declare under perjury that the forgoing is true and correct.

Executed on _____, 2015 at Banning, California.

City Clerk of the City of Banning

CITY COUNCIL AGENDA

Date: March 24, 2015

TO: City Council

FROM: Dean Martin, Interim Administrative Services Director

SUBJECT: Report of Investments for January 2015

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 January 2015. As of January 31, 2015, the City's operating funds totaled \$76,858,872. Included in Successor Agency operating funds is \$790,963 of restricted CRA bond proceeds that are on deposit with LAIF and reflected separately on the Summary Schedule.

As of January 31, 2015 approximately 43% of the City's unrestricted cash balances were invested in investments other than LAIF.

The January 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

The attached Summary Schedule of Cash and Investments has been updated to show the rate of earnings allowance received from Wells Fargo Bank. The amount earned reduces the total amount of bank fees charged.

FISCAL DATA: The latest reports from the State indicate that the average interest achieved by the Local Agency Investment Fund (LAIF) was decreased to 0.262% in January. The average rate for all investments in January was 0.390%.

RECOMMENDED BY:



Dean Martin
Interim Administrative Services Director

APPROVED BY:



James E. Smith
Interim City Manager

Summary Schedule of Cash and Investments

Operating Funds		<u>Amount</u>	
<u>Petty Cash</u>			3,705
<u>Bank Accounts</u>			
	Interest Rate	Amount	
Wells Fargo Bank	0.200% *	5,340,887	
Bank of America-Airport	0.020%	5,980	
Bank of America-Parking Citations	0.020%	3,576	
Bank of America-CNG Station	0.020%	3,883	
<i>Money Market and Bank Account Sub-Total</i>			5,354,326
<u>Government Pools</u>			
Account #1 Operating Amount	41,293,120		
Account #1 CRA Bond Cash Bal.	790,963		
Local Agency Investment Fund: Account #1	0.262%	42,084,084	
Account #2 Successor Agency Cash Bal	0		
Local Agency Investment Fund: Account #2	0.262%	0	
<i>Government Pool Sub-Total</i>			42,084,084
Operating Cash Balance			47,442,115
<u>Restricted Operating Funds</u>			
Riverside Public Utilities- Highmark U.S. Government Money Market Fund	0.010%		1,440,610
California ISO Corp- Union Bank			100,191
Worker's Compensation Program- (PERMA)			1,939,705
<u>Other Investments</u>			
Investments-US Bank/Piper Jaffray - See Page 2	0.638%		25,936,251
<i>Operating Funds Total</i>			<u>76,858,872</u>
Fiscal Agent			
		<u>Amount</u>	
US Bank		35,385,262	
<i>Fiscal Agent Total</i>			<u>35,385,262</u>

* Rate of earnings allowance received, offsets analyzed bank charges.

City of Banning Investment Report

January 31, 2015

Operational Portfolio Individual Investments

Par Value	Investment Description	Coupon Rate	Interest Rate	Maturity Date	Purchase Date	Date	Discount or (Premium) Amortization	Market Value
<i>Bank Accounts</i>								
5,340,887	Wells Fargo Bank-Operating	n/a	0.20%	daily	varies	5,340,887	n/a	5,340,887
5,980	Bank of America-Airport	n/a	0.02%	daily	varies	5,980	n/a	5,980
3,576	Bank of America-Parking Citations	n/a	0.02%	daily	varies	3,576	n/a	3,576
3,883	Bank of America-Parking Citations	n/a	0.02%	daily	varies	3,883	n/a	3,883
Sub-total								
								5,354,326
<i>Government Pools</i>								
42,084,084	L.A.I.F. account #1	n/a	0.262%	daily	varies	42,084,084	n/a	42,084,084
0	L.A.I.F. account #2	n/a	0.262%	daily	varies	0	n/a	0
								42,084,084
<i>Investments-US Bank/Piper Jaffray</i>								
1,000,000	FHLMC Mtn	n/a	0.570%	6/20/2016	6/6/2013	1,000,000		1,000,470
1,000,000	FNMA	n/a	0.750%	12/19/2016	6/19/2013	1,000,000		1,000,720
2,000,000	FHLMC Mtn	n/a	0.375%	6/24/2016	12/24/2013	2,000,000		2,000,500
2,000,000	FHLMC Mtn	n/a	0.500%	6/27/2016	12/27/2013	2,000,000		1,997,920
2,000,000	FHLMC Mtn	n/a	0.750%	12/27/2016	12/27/2013	2,000,000		2,001,880
2,000,000	Federal Home Loan Bks	n/a	0.700%	12/27/2016	3/27/2014	2,000,000		2,001,800
2,000,000	Federal Home Loan Bks	n/a	0.900%	3/27/2017	3/27/2014	2,000,000		2,001,100
2,000,000	Federal Home Loan Bks	n/a	0.500%	7/15/2016	4/15/2014	2,000,000		2,002,440
1,000,000	Federal Home Loan Bks	n/a	1.050%	4/17/2017	4/17/2014	1,000,000		1,001,440
1,700,000	FHLMC Mtn	n/a	0.700%	12/30/2016	6/30/2014	1,700,000		1,704,216
2,000,000	FHLMC Mtn	n/a	0.750%	2/28/2017	11/28/2014	2,000,000		2,003,860
2,000,000	FHLMC Mtn	n/a	0.800%	5/26/2017	11/26/2014	2,000,000		2,003,320
2,000,000	Federal Home Loan Bks	n/a	1.200%	5/24/2018	11/6/2014	2,000,000		2,001,140
3,215,445	Money Market	n/a	0.010%	daily	varies	3,215,445	0	3,215,445
US Bank/Piper Jaffray Average Rate=								
			0.638%					25,936,251

Average Rate All= 0.390%

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 January 13, 2015. 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 247 days and does not include Bond Reserve Fund Investments.

76

City of Banning Investment Report

January 31, 2015

Individual Investments with Fiscal Agent

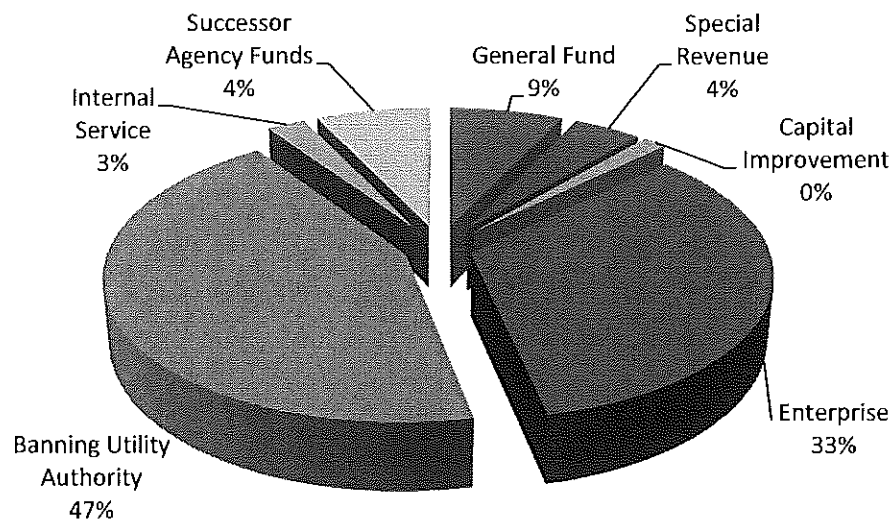
Bond Issue Description	Bond Maturity Date	Investment Description	Current Yield	Bond Reserve Bond Maturity Date	Minimum Reserve Requirement	1/31/2015 Market Value
COB IMPROVEMENT DISTRICT LIMITED OBLIGATION BONDS SERIES 2005A						
2005 Fair Oaks Ranch Estates	2035	US Bank Mmkt 5-Ct	0.020%	daily	188,024	3.19 188,053
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION, SERIES 2003						
2003 CRA Tax Allocation Bonds	2028	U S Treasury Bill	4.61%	1/29/2015	971,250	21,022.04 1,013,025
		US Bank Mmkt 5-Ct	0.000%	daily		
		US Bank Mmkt 5-Ct	0.020%	daily		463,472
		US Bank Mmkt 5-Ct	0.000%	daily		12
Surplus Fund						
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARITY BONDS, SERIES 2007						
Redevelop Fund	2037	US Bank Mmkt 5-Ct	0.020%	daily	141.55	8,333,222
Reserve Fund		US Bank Mmkt 5-Ct	0.020%	daily	31.86	1,875,414
Special Fund		US Bank Mmkt 5-Ct	0.020%	daily		937,201
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	0.200%	daily	55.48	3,266,150
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES						
Interest Account		US Bank Mmkt 5-Ct	0.000%	daily		12
Principal Account		US Bank Mmkt 5-Ct	0.000%	daily		21
Reserve Fund		US Bank Mmkt 5-Ct	0.020%	daily	2,310,738	2,310,950
Project Fund		US Bank Mmkt 5-Ct	0.020%	daily	27.22	1,602,310
BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES						
		US Bank Mmkt 5-Ct	0.000%	daily		12
		US Bank Mmkt 5-Ct	0.020%	daily	2,672,050	2,672,229
Acquisition & Construction		US Bank Mmkt 5-Ct	0.020%	daily	216.12	12,723,160
*Paid Semi-Annually-Deposited into Money Mkt Account						
Total					21,582.10	35,385,262

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 Jan. 2014 to Dec. 2014. *(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 –

When reviewing the *Report of Investments*, please keep in mind that the balances shown on the *Summary Schedule of Cash and Investments* for bank accounts are “statement” balances. They reflect what the financial institution has on hand as of particular date and lists on their statement. They are not “general ledger” balances. General ledger balances reflect all activity through a particular date (i.e. all checks that have been written and all deposits that have been made) and is what we show on our books (the general ledger). The general ledger balance more accurately reflects the amount of cash we have available.

It should be noted that statement balances and general ledger balances can differ significantly. For example – on June 30th the statement balance for Wells Fargo Bank could show \$1,000,000, however, staff may have prepared a check run in the amount of \$750,000 on the same day. Our general ledger balance would show \$250,000, as the Wells Fargo statement does not recognize the checks that have been issued until they clear the bank.

For investment decisions and cash handling purposes staff relies on the balance in the general ledger. Staff does not invest funds that are not available. Sufficient funds must be kept in the bank accounts to cover all checks issued.

- 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. The Summary Schedule of Cash and Investments shows the rate of earnings allowance received from the bank. The amount earned reduces the total amount of bank fees charged.
- 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.

Summary Schedule – Line item descriptions – Cont.

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.

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 AGENDA

Date: March 24, 2015

TO: City Council

FROM: Dean Martin, Interim Administrative Services Director

SUBJECT: Approval of Accounts Payable and Payroll Warrants for Month of January 2015

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 January 2015.

The reports are:

Expenditure approval lists

January 8, 2015	117,803.99
January 15, 2015	419,133.56
January 22, 2015	284,621.03
January 29, 2015	339,404.08
March 12, 2015	2,171,723.57 (January Month End)

Payroll check registers

January 9, 2015	2,388.39
January 23, 2015	3,089.44

Payroll direct deposits*

January 9, 2015	255,326.36
January 23, 2015	252,425.03

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: Melissa Rodriguez-Elizondo, Accountant

RECOMMENDED BY:



Dean Martin
Interim Administrative Services Director

APPROVED BY:



James E. Smith
Interim City Manager

CITY of BANNING

Fund/Department Legend

Fund/Department Legend

001 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
86D – Project Fund

**CITY COUNCIL AGENDA
CONSENT ITEM**

Date: March 24, 2015

TO: City Council

FROM: Alex Diaz, Chief of Police

SUBJECT: Resolution No. 2015-14. Authorize the purchase of one (1) 2015 Ford Police Interceptor Utility vehicle from Wondries Fleet Group in the amount of \$29,421.

RECOMMENDATIONS: "Adopt Resolution No. 2015-14 authorizing the purchase of one (1) Ford Police Interceptor Utilities vehicle from Wondries Fleet Group in an amount not to exceed \$29,421."


JUSTIFICATION: The requested vehicle will be used to replace a 2005 Ford Crown Victoria patrol unit with excessive miles.

BACKGROUND: On February 25, 2015, the Banning Police Department acquired a "Piggy Back" bid for a 2015 Ford Police Interceptor Utility vehicle from Wondries Fleet Group under the current Los Angeles County Contract Purchase Order #SH-153200005-1. The quoted cost of the vehicle is \$29,421, including taxes. See Addendum A, which includes a copy of the noted purchase order and the Los Angeles County Request for Bid (RFB-IS-14201579-1) for the 2015 Ford Police Interceptor Utility vehicle.

In 2011 Ford Motor Company stopped its production of the Ford Crown Victoria Police Interceptor. Since that time, the Ford Police Interceptor Utility vehicle has become the predominant choice amongst law enforcement agencies to replace their aging Crown Victoria patrol vehicles. The California Highway Patrol and the San Bernardino County Sheriff's Department are just two of the numerous agencies throughout California and the country who are in the process of replacing their patrol fleets with the Ford Police Interceptor Utility vehicle. As funds become available, it is the intent of the Banning Police Department to continue replacing its aging patrol vehicles with the Ford Police Interceptor Utility vehicles.


FISCAL DATA: The funding for the purchase of this vehicle is currently available in the Police Facility Development Fee fund account.

RECOMMEND BY:


Alejandro Diaz
Chief of Police


Dean Martin
Interim Administrative
Services Director

APPROVED BY:


James E. Smith
Interim City Manager

RESOLUTION NO. 2015-14

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE PURCHASE OF ONE (1) 2015 FORD POLICE INTERCEPTOR UTILITY VEHICLE IN THE AMOUNT OF \$29,421.

WHEREAS, the City of Banning Police Department is responsible for the security and safety of the Citizens of the City; and

WHEREAS, the City of Banning Police Department operates a 24 hour a day operation; and

WHEREAS, it is imperative the Banning Police Department maintain the optimal level of transportation for its officers to complete their assignments; and

WHEREAS, there is a need to replace high mileage patrol vehicles.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning authorizes the appropriation of \$29,421 into account 400-2200-421.90-52 for the purchase of one (1) 2015 Ford Police Interceptor Utility Vehicle from Wondries Fleet Group in the amount of \$29,421. The Finance Department is authorized to make the necessary budget adjustments related to this purchase.

PASSED, APPROVED, AND ADOPTED this 24th day of March, 2015.

Deborah Franklin, Mayor
City of Banning

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. 2015-14 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March, 2015, by the following to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

lt - Duffy

CV-14202058
 R-SH-14324084
 1532005

Solicitation # RFB-IS-14201579
 Requisition # RQN-SH-14030672
 Dept: LASD

Vendor:	Wondries Fleet Group
Model:	2015 Ford Utility
Delivery:	90-120 D
SBE?	no
Price Quoted	\$30,923.00
Discount Offered	10.00%
Discount Amount	\$3,092.30
Subtotal	\$27,830.70
SBE Adjustment	\$0.00
Adjusted Subtotal	\$27,830.70
Sales Tax	\$2,504.8
MPG	0.0
Fuel Cost	\$0.0
Net Total Each	\$30,335.5
Qty Purchased	200
GRAND TOTAL	\$6,067,092.60
	RANK 1

IF LOW OFFER IS REJECTED STATE REASONS:

low bid acceptable
6-2-14

VEHICLE DEALER LIC. NO. 01016

Time Issued: DEC 1, 2013 **Expiration Date:** NOV 30, 2015

VEHICLE DEALER
A Public Service Agency

This license is valid for the period indicated above. This license is to be assigned and displayed in the office at the address shown below, pursuant to the provisions of the California Vehicle Code.



ISSUED BOB WONDRIES FORD
TO 400 S ATLANTIC BL
VALID ALHAMBRA CA 91801
ONLY AT

Signature: A.C. NEWBROKER

License must be renewed prior to expiration date pursuant to California Vehicle Code Sections 11105, 11105.5, 11204, 11410, 11500, 11520 or 11717.

FORM CONTRACT NO. 1164066

SR 1400 4752

	REQUEST FOR BID	SOLICITATION : RFB-IS-14201579-1
	INTERNAL SERVICES DEPARTMENT	BID DUE: 05/28/14 12:00:00 PM
Vendor No. : 04215		RETURN BID TO ADDRESS BELOW INTERNAL SERVICES DEPARTMENT ISD CENTRAL PURCHASING 1100 N EASTERN AVENUE RM 103 BID ROOM 1ST FLOOR LOS ANGELES CA 90063
<div style="border: 1px solid black; padding: 10px;"> Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 </div>		BUYER : Anet Simonian BUYER PHONE : 323-267-2215 DATE ISSUED : 05/07/14 REQ. DEPARTMENT : IS AGENCY REQ. NO. : 15757 - REQ. NO. : RQN-SH-14030672 FISCAL YEAR : SCHEDULED BEGIN DATE : SCHEDULED END DATE : NUMBER OF COMMODITY LINES : 2 PROCUREMENT FOLDER : 750379
15757 - SUV, PPV - SPECS		
<p style="text-align: center;">90-120 TO BE COMPLETED BY VENDOR</p> 1. DELIVERY WILL BE MADE IN _____ THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 2. CASH DISCOUNT <u>10 % 30</u> DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID. 3. BID BOND ATTACHED: _____ CERTIFIED CHECK ATTACHED: _____ OTHER ATTACHMENTS: _____ 4. BID REFERENCE NUMBER: <u>14201579-1</u> (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT). 5. PLEASE REMOVE FROM THIS COMMODITY CODE: _____ 6. FEIN OR SOCIAL SECURITY# REQUIRED: <u>95-1426789</u>		
<p style="text-align: center;">** IMPORTANT **</p> <p>IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @ HTTP://CAMISVR.CO.LA.CA.US/WEBVEN/</p> <p>USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.</p> <p>VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.</p>		
VENDOR PHONE NUMBER: (626) 457-5590	TITLE: Fleet Manager	DATE: 5-28-14
SIGNATURE OF BIDDER: (MUST BE SIGNED) 		

59

STANDARD TERMS & CONDITIONS Please Mail to:	REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMPANY NAME Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 2
<p>1. Responses to Requests for Bids are to be delivered to the County Purchasing Agent by 12:00 noon on the date set forth above, at which time the responses will be publicly opened and, if requested, publicly read. Responses to Requests for Quotations are to be delivered to the County Purchasing Agent by date and time set forth above. There will be no public opening or reading of these responses. (See title of this solicitation in top left-hand corner of this document.) Fax responses will not be accepted unless noted in writing. Any response received after the closing date/time set forth in the solicitation document will be considered late, non-responsive and will be returned to the responder, unless the County Purchasing Agent determines that it is in the best interest of the County to accept it.</p> <p>2. All bids shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initialed.</p> <p>3. State brand name or make on each item. If quoting other than item specified, include the manufacturer's name, a product description and model number.</p> <p>4. Bid each item separately. Prices must be stated in units specified hereon.</p> <p>5. Each bid must be in a separate sealed envelope with both the bid number and closing date plainly visible on the envelope. Bid must be received at the place, time and on the date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. County assumes no financial obligations for preparation and submittal of bid. Submit bids as indicated hereon. Bidder shall be solely responsible for understanding the specifications and requirements.</p> <p>6. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder shall so state in the column provided opposite the item. Unless otherwise noted, "days for delivery" or "days from receipt of order" mean calendar days.</p> <p>7. An authorized officer or employee must sign with the Firm's name on all bids. Obligations assumed by such signature must be fulfilled.</p> <p>8. Unless otherwise definitely specified, prices bid shall not include sales or use taxes. Bidder shall provide either the serial number or its retailer's permit to engage in business as a seller (if a CA company). Without one of these numbers, County will not pay sales/use tax direct to any Vendor. If Vendor is outside CA, the County will pay sales tax directly to the State.</p> <p>9. All charges, e.g., packing and installation, must be included in the bid. No charges will be allowed unless specified in the bid.</p> <p>10. County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.</p> <p>11. If required, samples of items shall be furnished at no cost. Samples are not returnable; County will dispose of at its discretion. Unless specifically requested, bidders shall not submit samples. Cost of testing will be as stated herein.</p> <p>12. Bids are subject to acceptance at any time within 30 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.</p> <p>13. County shall not return bids for change/correction after receipt.</p> <p>14. Insurance, surety and performance bonds shall be in the amounts set forth hereon.</p> <p>15. All factors being equal and to the extent authorized by law, County shall prefer products grown, manufactured or produced in the County of Los Angeles, and then in the State of California. To qualify for such preference, bids must definitely and conspicuously state whether the items are wholly or partially grown, manufactured or produced in the County of Los Angeles or the State of California.</p> <p>16. Bids must include employer's identification number as assigned by the U.S. Treasury Department.</p> <p>17. If you do not bid, return this solicitation ("Request") and state reason, or if you do not respond or do not submit a bid for (3 consecutive Requests, you may, at County's sole option, be removed from the mailing list.</p> <p>18. Inspections and examinations or failure to so do is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition.</p>		

60

STANDARD TERMS & CONDITIONS Please Mail to:	REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMPANY NAME Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 3
<p>19. Changes or modifications to the terms and conditions of this Request shall only be made by issuance of a written amendment by County's Purchasing Agent. No other change or modification, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this Request.</p> <p>20. The purchase, if any, resulting from the Request shall be governed by the County's terms and conditions which are attached hereto. Unless County specifically agrees in writing, any other terms and conditions shall have no force or effect.</p> <p>21. No County employee whose position in County service enables him/her to influence any award to your offer any competing offer, and no spouse or economic dependent of such employee, shall be employed in any capacity by the bidder herein, or have any other direct or indirect financial interest in any transaction resulting from this Request.</p> <p>22. County reserves the right to designate the transportation carrier when common carriers are used in delivery, or make pick up by County truck if the point of origin is within the County of Los Angeles or an adjacent county. Failure to adhere to shipping terms as specified on the purchase order or written agreement will result in deduction of additional handling costs from the invoice(s).</p> <p>23. County may, at its sole option, select other than the low price bidder if, as solely determined by County, another bid is a more responsible and responsive offer.</p> <p>24. County reserves the right to negotiate price, terms and conditions with the selected vendor.</p> <p>25. This Request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made without a purchase order.</p> <p>26. County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unreasonable failure of bidder to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may, at County's discretion, be grounds for a determination of non-responsibility.</p> <p>27. Community based enterprises are encouraged to bid. It is the County's policy that on final analysis and award, the Vendor shall be selected without regard to gender, race, creed or color.</p> <p>28. All bids must include a complete "Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form" and "Attestation of Willingness to Consider Gain/Grow Participants Survey" attached hereto. Bids not including completed forms may, at county's option, be returned or the bidder may be required to provide complete forms prior to consideration.</p> <p>29. Wherever possible, vendors are encouraged to subcontract portions of the work to responsible and qualified community Business Enterprise owned businesses and/or entities.</p> <p>30. Bidders are reminded to thoroughly review all solicitation documents.</p> <p>31. Prior to bid award, County reserves the right to request clarification of any bid.</p> <p>32. The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.</p> <p>33. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles Code Section 2.160.010, retained by bidder/proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2.160 can be reviewed and downloaded from the following website: http://bos.co.la.ca.us/categories/LobInfo/Ordinance.htm.</p> <p>34. Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.</p> <p>35. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p>36. Bidder shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the County's prior written consent.</p> <p>37. Bidders/Proposers Adherence to County's Child Support Compliance Program Bidders/proposers shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202)</p> <p>38. Time Off for Voting The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.</p>		

601

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMPANY NAME Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 4
<p>ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE:</p> <p>TERMS AND CONDITIONS OF PURCHASE</p> <p>1. CONDITIONS OF PURCHASE; This order shall be in accordance with these terms and conditions and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from Vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.</p> <p>2. DELIVERY; Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at County's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.</p> <p>3. INVOICES; Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination.</p> <p>4. PRICE/SALES TAX; Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc., shall be allowed unless specified herein.</p> <p>5. PAYMENT TERMS; Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.</p> <p>6. WARRANTIES; Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.</p> <p>7. CANCELLATION; Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged County for cancellation with less than thirty (30) days prior written notice.</p> <p>8. HAZARDOUS MATERIALS; Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.</p> <p>9. COVENANT AGAINST GRATUITIES; Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.</p> <p>10.0 CONFLICT OF INTEREST:</p> <p>10.1 No County employee whose position with County enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.</p> <p>10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.</p> <p>11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Purchase Order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.</p> <p>12. INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.</p>		

62

STANDARD TERMS & CONDITIONS Please Mail to:	REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMP. Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 5
<p>13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:</p> <p>a. Vendor has materially breached the Purchase Order; or</p> <p>b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.</p> <p>In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.</p> <p>The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.</p> <p>14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provision to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.</p> <p>15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.</p> <p>The Vendor shall indemnify and hold harmless the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.</p> <p>16. NONDISCRIMINATION: By acceptance of this Purchase Order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase order amount or One Thousand Dollars (\$1,000).</p> <p>17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control including, but not limited to, fire, flood, act of God or restriction of civil or military authority.</p> <p>18. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This purchase Order shall not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.</p> <p>19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.</p> <p>20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.</p> <p>21. ACCEPTANCE: Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.</p> <p>22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to County for a period of two (2) years from the date of delivery of the items to County. If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.</p> <p>23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make changes or modifications by issuance of an official change notice.</p>		

63

STANDARD TERMS & CONDITIONS Please Mail to:	REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMPANY NAME: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 6

24. **INDEPENDENT CONTRACTOR STATUS:** This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of Workers' Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to this Purchase Order.

25. **COUNTY STOCK:** Stock furnished by County to be used in this Purchase Order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. **TAX EXEMPT STATUS:** Tax exempt items shall be clearly listed and identified.

27. **COUNTY LOBBYISTS:** The Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.

28. **CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:** Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the vendor shall give consideration for such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. **TERMINATION FOR IMPROPER CONSIDERATION:** The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award, amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.

30. **SAFELY SURRENDERED BABY LAW:** The Contractor shall notify and provide to its employees, and shall, require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

31. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance, with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/Purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract/Purchase Order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.

64

STANDARD TERMS & CONDITIONS		REQUEST FOR BID	
Please Mail to:		SO NO : RFB-IS-14201579-1	
Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801		BID DUE: 05/28/14 12:00:00 PM	PAGE 7

32. Provided, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division, of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:

- Original Document
- Company Name & Address
- Account Number/Project Number
- Project Name and Address
- Authorizing County Department and Purchase Order or Contract Number
- Period of Time in Which Work is Being Performed
- Employee Name, Address and Social Security Number
- Work Classification, Including Sub-classification
- Hours Paid
- Rate of pay
- Deductions
- Payroll Check Number
- Benefits
- Signature of Employee Authorized to Certify Payroll

Prevailing Wage Scale

Wherever required:

- The Contractor shall comply with all provisions of the Labor Code of the State of California.
- Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
- Current prevailing wage rates may be obtained at:
www.dir.ca.gov/DLSR/PWD/Apprentice.htm
 or
 Division of Labor Standards Enforcement
 455 Golden Gate Avenue, 9th Floor
 San Francisco, CA 94102 (415) 703-4810

Records Retention and Audit, Federal or State Funded Purchases

The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this Purchase Order or Agreement. Such records shall be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract and for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of Vendor.

Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.

Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.

County makes no representation or guarantee as to any minimum to be purchased by County or public entities.

Do you agree to the aforementioned? Yes ☒ No ☐

65

STANDARD TERMS & CONDITIONS Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	REQUEST FOR BID SO NO : RFB-IS-14201579-1	PAGE 8
COMPANY NAME	BID DUE: 05/28/14 12:00:00 PM	

VENDOR'S RESPONSIBILITY AND DEBARMENT

A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requirements of the Purchase Order. It is the County's policy to conduct business only with responsible vendors.

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on this or other Purchase Orders which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Purchase Order, debar the Vendor from bidding on any County Contracts/Purchase Orders for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts/Purchase Orders the Vendor may have with the County.

The County may debar a Vendor if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated any term of Contract/Purchase order with the County, (2) committed any act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a Contract/Purchase Order with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to the subcontractors of County Contractor/Vendor.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above.

To apply for certification as a Local SBE, companies may register at the Office of Small Business website at: <http://www.laosb.org>

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Proposers must attach the Local SBE Certification Letter to the Required Form - Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - with their proposal. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: <http://www.dgs.ca.gov/pd/home.aspx>

66

STANDARD TERMS & CONDITIONS Please Mail to:	REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMPANY NAME Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 9

Local Small Business Enterprise Preference Program

Instructions: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

For County solicitations which are not federally funded, a certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1096 et seq., and is also available on the California Department of General Services Procurement Division website at: <http://www.dgs.ca.gov/pd/home.aspx>

Pursuant to the adopted Ordinance No. 2007-0090, amending Chapter 2.204 of the Los Angeles County Code:

For County solicitations which are federally funded and subject to the federal restriction on geographical preferences, a certified small business is a business: 1) self-certified as small using the SBA size standards and industry codes (NAICS) and; 2) registered on the federal Central Contractor Registration (CCR) data base. Information about federal small business registration is available on the CCR website at: <http://www.ccr.gov>. Certified small businesses must request the SBE preference in their solicitation response and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

To determine whether this solicitation is federally funded, please refer to the SPECIAL TERMS AND CONDITIONS in this solicitation document for clarification.

FIRM NAME: Wondries Fleet Group

- ☒ I AM NOT a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) or the federal CCR as of the date of this proposal/bid submission
- ☐ I AM a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.
- ☐ I AM a certified small business with the federal CCR as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

My County (WebVen) Vendor Number is: _____

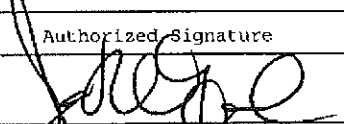
My Commercial and Government Entity (CAGE) code is: _____

STANDARD TERMS & CONDITIONS Please Mail to:		REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMPANY NAME Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801		BID DUE: 05/28/14 12:00:00 PM	PAGE 10

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary).

Agency name	Minority	Women	Dis- Advantaged	Disabled Veteran	Expiration Date
		N/A			

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
John Oviyach		Fleet Manager	5-28-14

STANDARD TERMS & CONDITIONS Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	REQUEST FOR BID SO NO : RFB-IS-14201579-1 BID DUE: 05/28/14 12:00:00 PM
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PAGE
11

COUNTY OF LOS ANGELES

BIDDER'S ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT - As a threshold requirement for consideration of a bidder for award of an Agreement, the bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for future employment openings if they meet the minimum qualifications for that opening. Additionally, bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders shall complete, sign, and return with their bid the form "Attestation of Willingness to Consider GAIN/GROW Participant's" attached. Bidders who are unable to meet this requirement shall not be considered for award of an Agreement.

Bidder shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Bidder has a proven record of hiring GAIN/GROW participants and will continue to consider participants for any future employment openings.

☐ YES (SUBJECT TO VERIFICATION BY COUNTY)
 ☒ NO

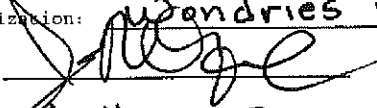
B. Bidder is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that bidder is willing to interview qualified GAIN/GROW participants.

☒ YES
 ☐ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

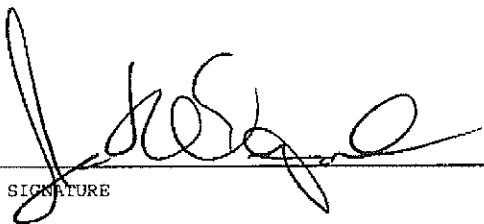
☐ YES
 ☐ NO
☒ N/A (Program not available)

Bidder Organization: Wondries Fleet Group

Signature:  Print Name: John Oviyach

Title: Fleet Manager Date: 5-28-14

Tel. #: (626) 457-5590 Fax #: (626) 457-5593

STANDARD TERMS & CONDITIONS		REQUEST FOR BID	
		SO NO : RFB-IS-14201579-1	
COMPANY NAME :	Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 12
<p align="center">PROHIBITION AGAINST USE OF CHILD LABOR</p> <p>I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:</p> <ol style="list-style-type: none"> 1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment. 2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and 3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions. <p>I understand and agree that, if awarded a Purchase Order or Agreement and COUNTY discovers that any products, goods, supplies or other personal property sold or supplied by bidder to COUNTY are produced in violation of any international child labor conventions, bidder shall immediately provide an alternative, compliant source of supply.</p> <p>I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.</p>			
 VENDOR SIGNATURE		5-28-14 DATE	

STANDARD TERMS & CONDITIONS Please Mail to:	REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMPANY NAME Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 13

LOCKOUT/TAG-OUT PROGRAM FOR MACHINERY OR ELECTRICAL EQUIPMENT

For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CCR Title 8, Section 3314.

Any Lockout method must utilize a positive means such as 1) a lock, either key or combination type, 2) a hasp or other means of attachment to which, or through which, a lock can be affixed or it has a locking mechanism built into it, in order to hold an energy-isolating device in a safe (locked) position and prevent the energizing, transmission or release of electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy from a machine or equipment. Such machinery and equipment includes, but is not limited to: a manually operated electrical switch breaker; a disconnected switch; a manually operated switch by which conductors of a circuit can be disconnected from all underground supply conductors and a line valve. In addition, this would include installing pieces of equipment used in maintenance and service activities, such as pipelines, vessels and/or pressurized tanks to service air, gas, water, steam and/or petrochemical distribution systems.

Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*.

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries.

The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

STANDARD TERMS & CONDITIONS		REQUEST FOR BID	
		SO NO : RFB-IS-14201579-1	
COMPANY NAME	Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 14
<p style="text-align: center;">JURY SERVICE PROGRAM</p> <p>The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.</p> <ol style="list-style-type: none"> 1. The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service program, "employee" means any California resident who is a full-time employee of a Contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if; 1. the lesser number is a recognized industry standard as determined by the County, or 2. the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement. 3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final. 			

STANDARD TERMS & CONDITIONS Please Mail to:		REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMPANY NAME	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 15

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

Company Name: <u>Wondries Fleet Group</u>			
Company Address: <u>1247 W. Main Street</u>			
City: <u>Alhambra</u>	State: <u>CA</u>	Zip: <u>91801</u>	
Telephone Number: <u>(626) 457-5590</u>			
Solicitation for (Type of Goods or Services): <u>Automobile Sales</u>			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "Contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

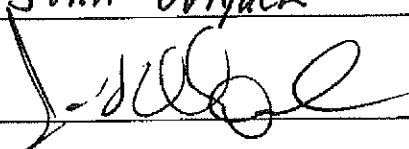
"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operations, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

73

STANDARD TERMS & CONDITIONS Please Mail to:		REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMPANY NAME : Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801		BID DUE: 05/28/14 12:00:00 PM	PAGE 16
<p>Part II: Certification of Compliance</p> <p><input checked="" type="checkbox"/> My Business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.</p> <p>I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.</p> <p>Print Name: <u>John Oriyach</u> Title: <u>Fleet Manager</u></p> <p>Signature: <u></u> Date: <u>05-28-14</u></p>			

STANDARD TERMS & CONDITIONS Please Mail to:	REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMPANY NAME Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 17

PRICES SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGNMENTS BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Buyer within thirty (30) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. Contractor shall indemnify and hold County harmless against any and all loss or damage Contractor may suffer arising from any Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program. Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

Is Contractor/Proposer or any of its staff members currently barred from participation in any Federal or State funded health care program?

☒ NO, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

☐ YES, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars in detail below

Wondries Fleet Group

Printed Name of Vendor or Contractor

John Driyach

Printed Name of Responsible Manager

[Signature]

Signature

5-28-14

Date

STANDARD TERMS & CONDITIONS
Please Mail to:

REQUEST FOR BID

SO NO : RFB-IS-14201579-1

COMPANY NAME

Wondries Fleet Group
1247 W. Main Street
Alhambra, CA 91801

BID DUE: 05/28/14 12:00:00 PM

PAGE

18

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF SOLICITATION RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

John Oviyach

(626) 457-5590

Joe Connell

(626) 457-5590

NOTE: Persons signing on behalf of the Contractor/Vendor will be required to warrant that they are authorized to bind the Contractor/Vendor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this solicitation. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this solicitation process, the County shall reject this proposal.

Name of Firm

Wondries Fleet Group

Print Name of Signer

John Oviyach

Title

Fleet Manager

Signature

Date

[Signature]

5-28-14

STANDARD TERMS & CONDITIONS	REQUEST FOR BID	
	SO NO : RFB-IS-14201579-1	
Please Mail to: COMPANY NAME: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 19

REQUIRED FORMS - EXHIBIT

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

Bob Wondries Motors CA 1950
NAME STATE YEAR INC.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner.

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

Name	County of Registration	Year became DBA
<u>Bob Wondries Ford</u>	<u>L.A.</u>	<u>1960</u>
<u>Wondries Fleet Group</u>	<u>L.A.</u>	<u>2000</u>

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? _____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years:

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below:

_____ N/A _____

STANDARD TERMS & CONDITIONS

Please Mail to:

REQUEST FOR BID

SO NO : RFB-IS-14201579-1

COMPANY NAME

Wondries Fleet Group
1247 W. Main Street
Alhambra, CA 91801

BID DUE: 05/28/14 12:00:00 PM

PAGE

20

Page 2 of 2

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed - Minimum Mandatory Requirements of this Request for Proposal, as listed below.

List each minimum requirement

Check the appropriate box below:

☒ YES ☐ NO 20 years experience, within the last 60 years

☒ YES ☐ NO Willingness to consider hiring GAIN/GROW participant

☒ YES ☐ NO Complies with the County's Child Support Compliance

☒ YES ☐ NO Certifies intent to comply with County's Jury Service Program

☒ YES ☐ NO Declares intent to comply with County's Living Wage Program

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgement and his/her judgment shall be final.

Proposer's Name:

Wondries Fleet Group

Address:

1247 W. Main StreetAlhambra, CA 91801E-mail: John.Oviyach@verizon.com

Telephone Number:

(626) 457-5590Fax number: (626) 457-5593

On behalf of Wondries Fleet Group (Proposer's name), I John Oviyach (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire Affidavit is true and correct to the best of my information and belief.

Signature

Fleet Manager

Title

5-28-14

Date

Internal Revenue Service
Employer Identification Number00517

California Business License Number

County Vendor Number

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMPANY NAME : Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 21
<p>OFF-PEAK (HOURS) - DELIVERY OF COMMODITIES</p> <p>It is the policy of the Los Angeles County Board of Supervisors that County departments promote off-peak deliveries and pickup of all commodities by County Vendors between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled County business days. The purpose of this policy is to reduce vehicle trips and vehicle emissions during the morning and afternoon commute periods. For purposes of the Board Policy, the trip shall be deemed to be compliant if the actual time of delivery provides for arrival at the County facility or location on or after 9:00 a.m. and the delivery or pickup is initiated at the County facility or location on or before 3:30 p.m..</p> <p>Noncompliance with this policy may result in cancellation of a Purchase Order or termination of contract and/or agreement between the County and the awarded Vendor.</p> <p>Unless otherwise instructed by authorized County department personnel, vendors shall be required to confer with County departments to schedule, as appropriate, regularly planned trips to County facilities for deliveries and/or pickup of commodities within the designated off-peak periods. County departments co-located at facilities that are serviced by the same Vendor shall make every effort to coordinate off-peak deliveries and pickups between the Vendor and other County departments at the facility.</p> <p>Emergency, special orders, and other non-conforming deliveries and pickups specifically requested by County departments shall not constitute a violation of the Board Policy. In addition, circumstances documented by the Vendor to the satisfaction of the affected County department that are outside of the control of the Vendor that preclude adherence to the Board Policy shall not constitute a violation of the Board Policy.</p> <p>If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, the department shall notify the Vendor of any exception(s) allowable under the Board Policy. If such circumstances are permanent in nature, the department shall notify the Chief Administrative Office and ISD of their intent to exclude the affected contract(s) and/or commodities from the provisions of the Board Policy.</p> <p>County departments doing business with non-commodity or service-related vendors that schedule regular trips to County facilities shall, to the extent feasible and appropriate, encourage such vendors to schedule such trips to their facilities between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly schedule business days.</p> <p>By signature below, vendor acknowledges receipt and understanding of this Board Policy, and agrees to adhere to above requirements regarding Off-Peak Delivery of Commodities.</p> <div style="margin-top: 20px;"> <p style="font-size: 1.2em; font-family: cursive;">Wondries Fleet Group</p> <hr/> <p>Vendor's Company</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p style="font-size: 1.2em; font-family: cursive;">1247 W. Main Street, Alhambra CA 91801</p> <hr/> <p>Address</p> </div> <div style="width: 20%;"> <p style="font-size: 1.2em; font-family: cursive;">City</p> <hr/> <p>City</p> </div> <div style="width: 20%;"> <p style="font-size: 1.2em; font-family: cursive;">State & Zip Code</p> <hr/> <p>State & Zip Code</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;"> <p style="font-size: 1.2em; font-family: cursive;">John Vriyach</p> <hr/> <p>Printed Name</p> </div> <div style="width: 35%;"> <p style="font-size: 1.2em; font-family: cursive;">[Signature]</p> <hr/> <p>Signature</p> </div> <div style="width: 30%;"> <p style="font-size: 1.2em; font-family: cursive;">05-28-14</p> <hr/> <p>Date</p> </div> </div> </div>		
<p>PROTEST POLICY FOR GOODS AND SERVICES SOLICITED BY THE COUNTY PURCHASING AGENT</p> <hr/> <p><u>General Authority</u></p> <p>The County Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by departments, districts or agencies of Los Angeles County who are governed by the Los Angeles County Board of Supervisors.</p>		

STANDARD TERMS & CONDITIONS		REQUEST FOR BID	
Please Mail to:		SO NO : RFB-IS-14201579-1	
COMPANY NAME	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 22

Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:

- Government Code 25501, et seq.;
- Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and
- Section 24 of the County Charter.

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

The Purchasing Agent or his/her designee shall be responsible for the review and disposition of any protest of a bid solicitation conducted under the statutory authority of the County Purchasing Agent.

Review of Solicitation Requirements and Specifications

A Vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received no later than five (5) days prior to the closing date of the solicitation or as otherwise specified within the solicitation.

This request must itemize, in sufficient detail, each matter contested and one or more factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition with supporting details, etc.). The Purchasing Agent will provide a written response to the requesting Vendor(s).

Bid Protests

In accordance with County Purchasing Policy M-1100, Bid/Vendor Protest, participant vendors may request a review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally, participant vendors may protest any award within three (3) business days after the "Notice of Intent to Award" is posted on the County's bid website. These protest procedures are as follows:

Upon a determination of vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended award via email.

1. Non-selected vendors will have three (3) business days, from the date the notice is posted, to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that conducted the solicitation.
2. The bid protest, which must be received by the Buyer within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
3. Bid protests must be filed prior to the award of contract or purchase order. Upon execution of the contract or purchase order to the selected vendor, the Purchase Agent will not take action on a bid protest; however, a written response will be provided to the protesting vendor.
4. If a vendor bid protest is appropriately filed (i.e., prior to the award), the Purchasing Agent may delay the award of contract or purchase order until the matter is resolved.

There are, however, situations where the delay of an award may not be in the best interest of the County due to emergency and/or time critical acquisitions such as at the end of the County's fiscal year. In these instances, the County has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a vendor protest.

5. In all cases, the County Purchasing Agent reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.
6. The Purchasing Agent will respond to all bid protests in a timely manner.
7. The Purchasing Agent may refer a protest of a technical nature to the requisitioning County department for further clarification, and will prepare a letter to the protesting vendor, advising them of the pending action(s), and when a formal response can be expected.

STANDARD TERMS & CONDITIONS		REQUEST FOR BID	
		SO NO : RFB-IS-14201579-1	
COMPANY NAME	Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 23
<p><u>Transitional Job Opportunities Preferred Program</u></p> <p>In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. The preference only applies to solicitations where Transitional Job Opportunity participants will be employed for the services solicited. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their bid response to the purchasing or contracting solicitation for which they are competing; has been in operation for at least one year providing transitional job and the related supportive services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department. Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunity vendor.</p> <p>If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:</p> <ol style="list-style-type: none"> 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded; 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment). <p>The above penalties shall also apply to any entity that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.</p> <p><input type="checkbox"/> In accordance with the above stated criteria, I certify that I am a Transitional Job Opportunity Vendor and I am claiming the preference on this solicitation. I further certify that Transitional Job Opportunity participants will be used for the services that are being solicited by the County in this solicitation.</p>			

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14201579-1	
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COMPANY NAME Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 24
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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"). Prospective Bidder/Proposer/Contractor should carefully read the Defaulted Tax Program Ordinance which may be found in Los Angeles County Code, Title 2. Administration, Chapter 2.206 at

<http://ordlink.com/codes/lacounty/index.htm>

which is incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Each Bidder/Proposer/Contractor shall be required to certify that it is in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that it is exempt from the Defaulted Tax Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

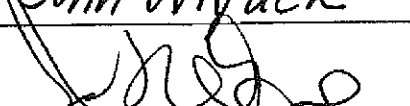
The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206;
- ☒ To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; and
- ☒ The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

COMPANY NAME: Wondries Fleet Group	
PRINT NAME: John Oviyach	TITLE: Fleet Manager
SIGNATURE: 	DATE: 05-28-14

Please Mail to: STANDARD TERMS & CONDITIONS Wondries Fleet Group	REQUEST FOR BID SO NO : RFB-IS-14201579-1	
COMPANY NAME 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 25

SUBCONTRACTING

The County of Los Angeles provides Small Business Enterprises an equal opportunity to compete for County Awards for commodities and services. Bidders shall assist the County in providing these opportunities to Small Business Enterprises by making good efforts to reach out to Small Business Enterprises to compete in County Awards.

BID SUBMITTAL

Bidders shall submit with their bid, the **SBE Subcontractor Information Form** @ <http://doingbusiness.lacounty.gov/SBESubcontractorInformationForm.PDF>. Bidder shall complete this form in its entirety. Bidder shall list itself, the names and addresses of all firms to be used with a complete description of work supplies to be completed, provided by each subcontractor and the estimated dollar value.

REPORTING

The **Final Report of Subcontracting Form** @ <http://doingbusiness.lacounty.gov/FinalReportofSubcontractingForm.PDF> a summary report of subcontractors work/supplies, shall be submitted at the completion of the award.

Upon Completion of a Purchase Order, Vendor shall submit the **Final Report of Subcontracting and Purchases Form** within Fifteen (15) working days.

If the award is a one year or more agreement, the **Final Report of Subcontracting and Purchases Form** shall be submitted on a quarterly basis.

The form shall be certified correct and accurate by signature of the bidder or its authorized representative.

The **Final Report of Subcontracting and Purchases Form** shall be submitted to the Office of Small Business at:

Debbie Cabreira-Johnson
Office of Small Business
1100 N Eastern Ave 1st Floor
Los Angeles, CA 90063
DCabreira@isd.lacounty.gov

ELECTRONIC CATALOG

If required by County, the awarded vendor will submit a catalog of its entire product offering in an electronic format. The submitted electronic catalog shall be in the format prescribed in the **ELECTRONIC CATALOG** Clause which may be found at the website indicated below. Such submission shall be within the time frame to be determined by the County in its sole discretion.

http://doingbusiness.lacounty.gov/terms_and_conditions.htm

If required by county, I agree to submit an electronic catalog of my entire product offering in the prescribed format within the required time frame.

Wondries Fleet Group

Name of Company

John Viyach

Name of Authorized Vendor Representative

[Signature]

Signature of Authorized Representative

05-28-14

Date

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14201579-1
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COMPANY NAME: Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 26
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**REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE
PREFERENCE PROGRAM CONSIDERATION**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

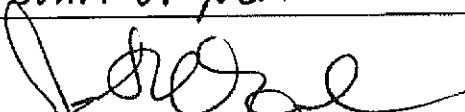
Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

☒ **I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.

☐ **I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm: Wondries Fleet Group	County Webven No.:
Print Name: John Oriyach	Title: Fleet Manager
Signature: 	Date: 5-28-14

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

SPECIAL TERMS & CONDITIONS		REQUEST FOR BID SO NO : RFB-IS-14201579-1	
Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91804		BID DUE: 05/28/14 12:00:00 PM	PAGE 27

LICENSEE
 EACH BIDDER MUST POSSESS A CURRENT DEALER'S LICENSE (INCLUDING AUTO BROKER'S ENDORSEMENT TO DEALER'S LICENSE, IF APPLICABLE) OR CURRENT AUTO BROKER'S LICENSE AND SHALL SUBMIT SUCH DOCUMENTATION WITH ITS BID. IN ADDITION, EACH BID SUBMITTED BY AN AUTO BROKER SHALL INCLUDE THE DEALER INFORMATION FROM WHICH THE VEHICLE WILL BE PURCHASED, ALONG WITH A LETTER FROM THE DEALER (ON THE DEALER'S LETTERHEAD) CONFIRMING THAT IT WILL FULFILL ANY AWARD ISSUED TO THE AUTO BROKER IN ITS ENTIRETY AND WILL BE RESPONSIBLE FOR MEETING ALL OF THE APPLICABLE SOLICITATION REQUIREMENTS AND SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO THE DELIVERY OF THE VEHICLE(S) TO, AND ACCEPTANCE THEREOF, THE REQUESTING DEPARTMENT.

DELIVERY
 THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ANY/ALL BIDS FROM A VENDOR THAT HAS FAILED TO FULFILL EXISTING PURCHASE ORDERS WITHIN THE STATED DELIVERY TIME FRAME. BIDS WILL BE REVIEWED ON A CASE-BY-CASE BASIS AND FINAL AWARD WILL BE MADE BASED ON THE DEPARTMENT'S NEEDS AND IN THE BEST INTEREST OF THE COUNTY.

NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (LAST PAGE OF INVITATION FOR BID) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN NINETY (90) CALENDAR DAYS AFTER OPENING.

QUOTE PRICES EXCLUSIVE OF FEDERAL EXCISE TAX. IF TAX IS NOT APPLICABLE, SO STATE IN YOUR BID.

BIDDERS ARE REQUIRED TO FURNISH THE SERIAL NUMBER OF YOUR CALIFORNIA SELLERS PERMIT TO ENGAGE IN BUSINESS AS A SELLER IN CALIFORNIA OR YOUR SELLERS CERTIFICATE OF REGISTRATION-USE TAX. FAILURE TO FURNISH SAME WILL PREVENT THE COUNTY OF LOS ANGELES FROM PAYING SALES/USE TAX TO YOUR COMPANY. DO NOT INCLUDE SALES/USE TAX ON ANY INVOICE IF YOU DO NOT FURNISH ONE OF THE FOLLOWING:

SELLERS PERMIT # SRAP-98-037902

CERTIFICATE OF REGISTRATION # _____

IF YOU ARE UNCERTAIN AS TO WHETHER YOU HAVE SUCH A NUMBER OR HAVE ANY QUESTIONS, PLEASE CONTACT THE STATE BOARD OF EQUALIZATION AT WWW.BOE.CA.GOV OR CALL 1.800.400.7115.

QUOTE F.O.B. DELIVERED.
 FREIGHT PREPAID AND ALLOWED
 VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)
 COUNTY: TAKES OWNERSHIP AT DESTINATION

EQUIPMENT OFFERED MUST BE NEW, UNUSED, CURRENT MODELS.

SPECIFICATIONS OF EQUIPMENT DESCRIBED HAVE BEEN DEEMED ADEQUATE TO SATISFY THE PERFORMANCE REQUIREMENTS OF THE REQUISITIONING DEPARTMENT. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE AN AWARD ON EQUIPMENT WHICH MEETS FUNCTIONAL NEEDS AND IS SUITABLE FOR THE SERVICE REQUIRED.

BIDDERS SHALL RETURN SPECIFICATION SHEET FULLY COMPLETED STATING ANY EXCEPTION TO SPECIFICATION IN LETTER FORM. FAILURE TO COMPLY WITH INSTRUCTIONS MAY BE CONSIDERED SUFFICIENT REASON FOR REJECTION OF YOUR OFFER.

BIDDER MUST COMPLETE RIGHT HAND COLUMN OF ANY ATTACHED SPECIFICATION SHEET WHEN TAKING EXCEPTION TO A SPECIFIC ITEM. INDICATE SUCH EXCEPTION IN THE SPACE PROVIDED. IF QUOTING AS SPECIFIED ON AN ITEM, INDICATE IN THE SPACE 'AS SPECIFIED'.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ALTERNATE OFFERS WHEN THE POTENTIAL SAVINGS WILL NOT OFFSET THE COST TO TEST. DETERMINATION OF 'COST TO TEST' WILL BE AT THE SOLE DISCRETION OF THE COUNTY OF LOS ANGELES.

ONE AWARD WILL BE MADE BASED ON THE LOWEST TOTAL ACCEPTABLE OFFER.

PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS
 BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM

SPECIAL TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14201579-1	
Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 28

BIDDER THAT ALL OR A PORTION OF SUCH WRITINGS ARE IN ADDITION TO THE COUNTY TERMS AND CONDITIONS.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

STATE HERE THE MANUFACTURER'S WARRANTY COVERING PRECEDING EQUIPMENT:
 ON _____
 PARTS.....
 ON LABOR.....

EACH EQUIPMENT ITEM AND RELATED WARRANTY SERVICE WILL BE AWARDED ON A LOT TOTAL BASIS.

INSURANCE COVERAGE REQUIREMENTS;
 GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:
 GENERAL AGGREGATE: \$2 MILLION
 PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$1 MILLION
 PERSONAL AND ADVERTISING INJURY: \$1 MILLION
 EACH OCCURENCE: \$1 MILLION

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE
 PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.
 IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:
 EACH ACCIDENT: \$1 MILLION
 DISEASE - POLICY LIMIT: \$1 MILLION
 DISEASE - EACH EMPLOYEE: \$1 MILLION

CONTRACTOR'S FAILURE TO MAINTAIN OR TO PROVIDE ACCEPTABLE EVIDENCE THAT IT MAINTAINS THE REQUIRED INSURANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT, UPON WHICH COUNTY IMMEDIATELY MAY WITHHOLD PAYMENTS DUE TO CONTRACTOR, AND/OR SUSPEND OR TERMINATE THIS CONTRACT. COUNTY, AT ITS SOLE DISCRETION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, THE COUNTY MAY PURCHASE THE REQUIRED INSURANCE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, DEDUCT THE PREMIUM COST FROM SUMS DUE TO CONTRACTOR OR PURSUE CONTRACTOR FOR REIMBURSEMENT.

ALL CHARGES, E.G., TRANSPORTATION, PACKING, INSTALLATION, MUST BE INCLUDED IN THE BID. NO CHARGES WILL BE ALLOWED UNLESS SPECIFIED IN THE BID.

DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.

STATE MAKE AND MODEL YOU OFFER. 2015 Ford utility KBA DELIVERY TO BE MADE VIA FULL MOUNT TRUCK _____ OR RAIL _____ (CHECK ONE)
 STATE LOCATION OF FACTORY. _____
 QUOTE PRICE PER UNIT DELIVERED.....

TERMINATION FOR CONVENIENCE:

86

SPECIAL TERMS & CONDITIONS		REQUEST FOR BID	
		SO NO : RFB-IS-14201579-1	
COMPANY NAME	Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	BID DUE: 05/28/14 12:00:00 PM	PAGE 29
<p>ANY AGREEMENT MAY BE TERMINATED, WHICH ACTION IS DEEMED BY COUNTY TO BE IN ITS DISCRETION. TERMINATION SHALL BE EFFECTED BY DELIVERY TO VENDOR OF A NOTICE OF TERMINATION SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF AGREEMENT IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) DAYS AFTER THE NOTICE IS SENT.</p> <p>AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT ITS TERMINATION CLAIM AND INVOICE TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, BUT NOT LATER THAN THREE MONTHS FROM THE EFFECTIVE DATE OF TERMINATION. UPON FAILURE OF VENDOR TO SUBMIT ITS TERMINATION CLAIM AND INVOICE WITHIN THE TIME ALLOWED, COUNTY MAY DETERMINE ON THE BASIS OF INFORMATION AVAILABLE TO COUNTY, THE AMOUNT, IF ANY, DUE TO VENDOR IN RESPECT TO THE TERMINATION, AND SUCH DETERMINATION SHALL BE FINAL. WHEN SUCH DETERMINATION IS MADE, COUNTY SHALL PAY VENDOR THE AMOUNT SO DETERMINED.</p> <p>VENDOR SHALL HONOR PURCHASE ORDERS ACCEPTED ON OR BEFORE THE EFFECTIVE DATE OF TERMINATION.</p> <p>TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.</p> <p>TERMINATION FOR GRATUITIES: COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AMENDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING, OF SUCH CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.</p> <p>This solicitation IS NOT for a federally funded purchase. Only Local Small Business Enterprises certified by the Office of Small Business (OSD) are eligible for the Local SBE Preference.</p> <p>PROCUREMENT RATED AS COMPLEX</p>			

PRICE SHEET		REQUEST FOR BID			
Please Mail to: Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801		SO NO : RFB-IS-14201579-1			PAGE 30
LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
1	<p>COMMODITY CODE: 070-06-00-0000000</p> <p>VEHICLE - SUV, UTILITY, PPV, B&W, AWD, 3.7 LITER / V-6 ENGINE, 6-SPEED AUTO - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>NOTE: VEHICLES SHALL BE OF THE MAKE, MODEL, AND MECHANICALLY EQUIPPED AS TESTED & CERTIFIED AS "HIGH SPEED POLICE PACKAGE VEHICLES" AT THE LASD'S MOST RECENT ANNUAL "LAW ENFORCEMENT VEHICLE TEST & EVALUATION PROGRAM".</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO :</p> <p>COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES, CA 90063</p> <p>COMM AND FLEET MGMT BUREAU</p>	200.00	EA	30,923. ⁰⁰	6,184,600. ⁰⁰ plus TAX
2	<p>COMMODITY CODE: 070-06-00-0000000</p> <p>NEW TIRE TAX FEE (5 TIRES x 200 VEHICLES) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>NOTE: VEHICLES SHALL BE OF THE MAKE, MODEL, AND MECHANICALLY EQUIPPED AS TESTED & CERTIFIED AS "HIGH SPEED POLICE PACKAGE VEHICLES" AT THE LASD'S MOST RECENT ANNUAL "LAW ENFORCEMENT VEHICLE TEST & EVALUATION PROGRAM".</p> <p>REFERENCE: RQN # 14030672 FA APPROVAL CODE: 14FXLC198 FUND: A01 UNIT: 15757-COMM & FLEET MNGMT OBJECT CODE: 6049-60D (FIXED ASSET) ACTIVITY CODE: OLCL FUNCTION CODE: TSD FUNDED BY: LAC-CAL 55573</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO :</p> <p>COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES, CA 90063</p> <p>COMM AND FLEET MGMT BUREAU</p>	1,000.00	EA	1.75	1750. ⁰⁰



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT VEHICLE SPECIFICATION SHEET

VEHICLE TYPE	SHERIFF'S HIGH SPEED, BLACK & WHITE, POLICE PACKAGE, V-6 POWERED, 4 DOOR UTILITY VEHICLE, ALL WHEEL DRIVE
BUDGET PERIOD	FY 13/14
REQUISITION NO.	RQN-SH-14030672
QUOTATION NO.	RFB-IS-14201579
SPEC'S PREPARED BY / TELEPHONE NO.	Brandon Walusko, C.F.M.B., bawalusk@lasd.org (323) 267-3016
END USER, (DEPT. UNIT) / REPRESENTATIVE	Fleet Management Unit
APPROVED BY (FLEET MANAGER)	Lt. Vance Duffy, CFMB, veduffy@lasd.org (323) 881-3982
VENDOR NAME	Please Mail to:
VENDOR ADDRESS	Wondries Fleet Group
VENDOR PHONE #	1247 W. Main Street
VENDOR REPRESENTATIVE	Alhambra, CA 91801 (626) 457-5590
	<i>John Dviyach Fleet Manager</i>

SPECIAL INSTRUCTIONS

The successful vendor must allow the same prices to any additional participating agency that requests it, through the requested model year. Bid prices must be guaranteed for the current model year.

The final delivery date of the completed unit(s) / vehicle(s), may not exceed 120 days from the date the bid is awarded.

Vehicles shall be of the make, model and mechanically equipped as tested and certified as High Speed Police Package Vehicles at the Los Angeles County Sheriff Department's most recent annual "Law Enforcement Vehicle Test and Evaluation Program."

WARRANTY

1. Warranty to be standard manufacturer's warranty as supplied with all vehicles sold by manufacturer.
2. Warranty work will be performed at a dealership in the area in which the vehicle is assigned.
3. WARRANTY PERIOD WILL START ON THE DAY THAT THE VEHICLE IS PUT INTO SERVICE BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, NOT THE DATE OF VEHICLE DELIVERY. DELAYED WARRANTY START NOT TO BE LESS THAN EIGHTEEN MONTHS.
4. Use of other than original equipment parts will not void warranty.
5. Warranty card to be delivered to Sheriff's Fleet Management Unit.
6. All vehicle components substituted or changed after bid is awarded, and any component deviations initiated at the discretion of vehicle manufacturer must be warranted by the manufacturer for parts replacement and parts installation. The warranty shall be effective from the day the vehicle is put into service by Sheriff's Department.

EMISSION STANDARDS

1. Manufacturer's Standard Equipment and all devices necessary to comply with the Federal Motor Vehicle Safety Standards will be included.
2. Vehicle must comply with all Federal Emission Standards on crankcase, exhaust, and applicable California State laws on crankcase and fuel emissions.

GENERAL SPECIFICATIONS AND STANDARDS

1. All equipment furnished will be subject to the approval of the Purchasing Agent, Director of Internal Services Department and the using Department.
2. The body, finish, and fittings shall be the latest model. They shall be new and not have been used in demonstrator or other service, and shall be factory standard in all respects and not in conflict with any specification requirements.
3. All standard equipment is to be included on the vehicle as listed in the current model year brochure.
4. Trade names mentioned in these plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing other than these trade name items, they must be of equal or better quality, must be indicated in bidder's proposal, and must be approved by the Los Angeles County Sheriff's Department Fleet Manager.
5. All deviation(s) or component change(s) after the bid has been awarded must first be proceeded by notification to the Sheriff's Department Fleet Management Unit and acceptance/approval must be granted by the Sheriff's Department's Fleet Manager or his/her designated representative.
6. Thirty (30) electronic copies of the *Maintenance Service Manual* and Thirty (30) electronic copies of the electrical wiring diagram manuals must be furnished by the successful bidder(s) within 45 days of the receipt of the Purchase Order or payment will be delayed. In addition, two (2) copies of all *Technical Bulletins* pertaining to selected vehicle shall be provided in a timely manner.
7. Bidders shall submit detailed literature of the vehicle they propose to furnish.
8. Failure to submit this information is sufficient cause for rejection of bid.
9. Dealer shall furnish Dealer's Bill of Sale in the name of:
Los Angeles County Sheriff's Department
1277 North Eastern Avenue
Los Angeles, California 90063.
10. Successful bidder shall provide within fifteen (15) days verification of dealer order. Verification is to be forwarded to the Fleet Manager.
11. Dealer to furnish invoice at time of delivery for each vehicle received.
12. Dealer shall furnish a list of all specialized tools and equipment needed for the repair of the vehicle and/or any related components.

DELIVERY

1. The vehicles delivered to the Los Angeles County Sheriff's Department by the successful bidder will be identical in every detail.
2. Vehicles will have the dealer preparation service work, normally performed by the dealer, completed before delivery.
3. Dealer preparation shall include the removal of all window stickers, transport papers, etc., that are adhered to the windows or any other portion of all vehicles. Vehicles shall not be delivered with any type of license plate frame or placard identifying the dealer's name.
4. The final delivery date of the complete order of vehicles may not exceed 120 days from the date the bid is awarded.
5. Vehicles, upon delivery, will be ready for service.
6. Vehicles will be delivered with a full tank of fuel.
7. Vehicles will be delivered with all non-installed and/or to be attached after delivery, components in the trunk of each respective vehicle.

PRE-DELIVERY INSPECTION - PILOT VEHICLE

1. Vendor shall provide for pilot vehicle inspection at the assembly plant by one (1) representative of the Los Angeles County Sheriff's Department. All pilot vehicle inspection travel arrangements shall be direct non-stop flights, between the most convenient points of both departure and destination. The scheduled flights will be during normal business hours. All related costs of the pilot vehicle inspection including travel, lodging, and meals will be the responsibility of the vendor. In the event that a vendor representative will not accompany the Sheriff Department's representative, the dealer will arrange for a rental car to be made available to the Sheriff Department's representative, and will also provide a per diem to the Sheriff Department's representative for lodging, meals, and vehicle rental prior to the actual travel.
2. Inspection to confirm vendor's compliance to vehicle specifications.

LIQUIDATED DAMAGES

All time limits stated in the Purchase Order are critical and mandatory. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and the Los Angeles County Sheriff's Department that:

A delay in delivery would seriously affect the public and the operation of the Los Angeles County; that a reduction in the unit price of twenty-five dollars (\$25) per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time, therefore, the County and the successful bidder hereby establish said reduction in the unit price of twenty-five dollars (\$25) per calendar day for each and every day of delay for each unit as *liquidated damages* and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the Purchase Order.

Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful bidder or rejection of sub-specification material. The above conditions may be invoked if deliveries exceed the specified time or if replacement of material not meeting specifications exceed the specified time.

Should the successful bidder be obstructed or delayed in the work required to be done herewith by changes in the work or by default, act, or omission of the Sheriff's Department, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by the Sheriff's Department and the successful bidder.

If there is insufficient time to grant such extensions prior to completion date of the contract, the Sheriff's Department may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

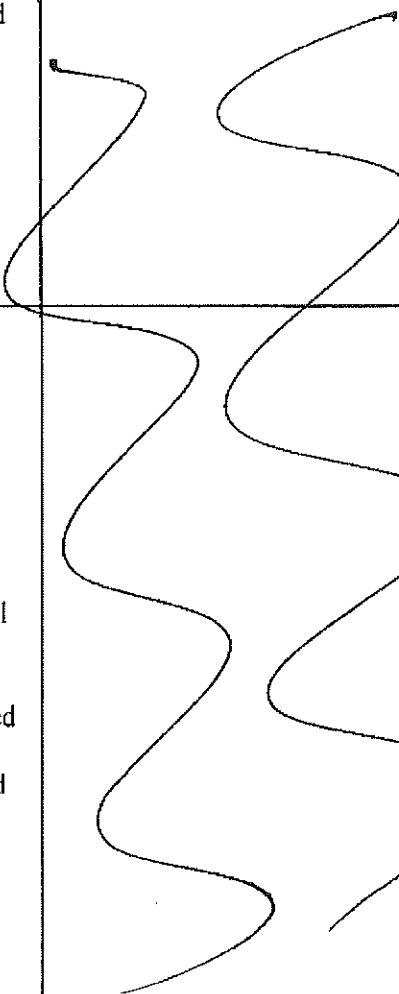
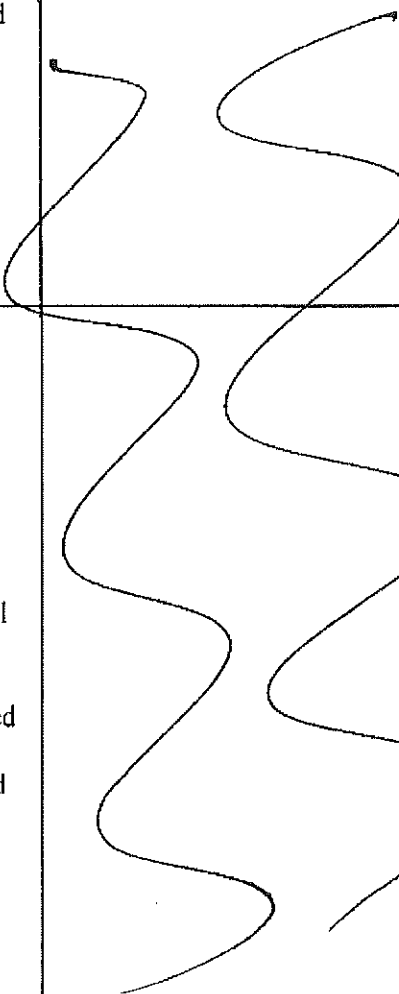
In the event that the successful bidder is on strike at the time of the award of the bid, the Sheriff's Department reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

BIDDER INSTRUCTIONS

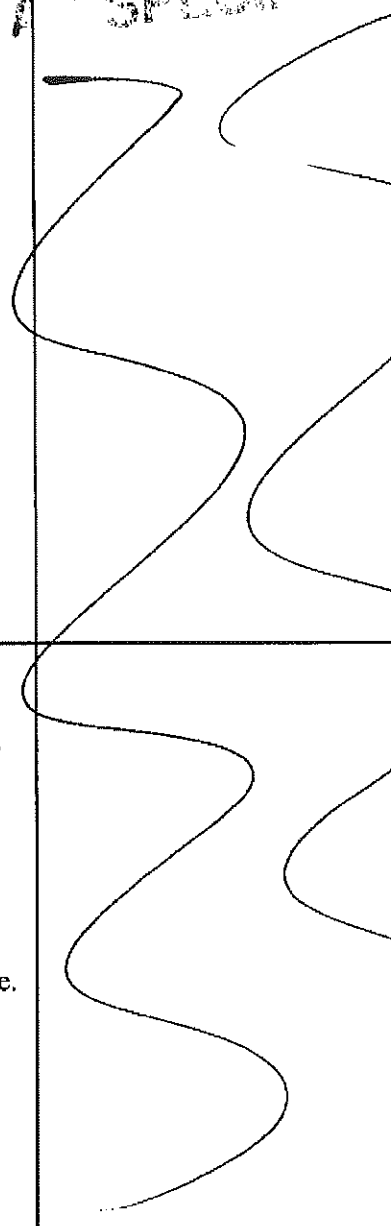
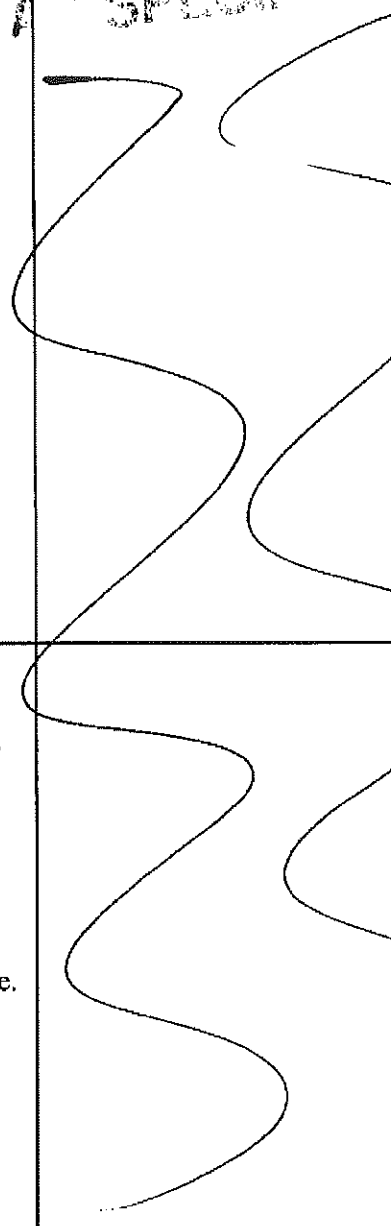
Bidders will use box provided at left margin. A check mark therein will be considered by the Sheriff's Department as indication that bidders are meeting or exceeding that portion of the specification. Any deviations of specifications are to be noted by the bidder to right or specification form under a bidder's Exceptions. Any equivalent substitution of specified items or parts, must be with the prior approval of the Sheriff's Fleet Manager.

CHASSIS		BIDDERS EXCEPTIONS
<input type="checkbox"/>	Unitized body, 4-door SUV.	AS SPECIFIED
	<u>Layout</u>	
<input type="checkbox"/>	Front engine.	
<input type="checkbox"/>	All-wheel drive.	
	<u>Wheel base</u>	
<input type="checkbox"/>	112.6 inches.	
	<u>Suspension</u>	
<input type="checkbox"/>	Front – McPherson Strut independent suspension.	
<input type="checkbox"/>	Rear – Multi-link full independent suspension.	
	<u>Steering</u>	
<input type="checkbox"/>	Electric heavy-duty power-assisted steering. Power steering should be engineered as to provide maximum road feel and handling.	

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, AWD, BLACK & WHITE,
POLICE PACKAGE, V-6 POWERED, 4 DOOR UTILITY
VEHICLE**

CHASSIS (continued)	BIDDERS EXCEPTIONS
<p><u>Brakes</u></p> <p>[] Heavy-duty power disk brakes required on both front and rear axles.</p> <p>[] 4-wheel Anti-lock brake system (ABS) required.</p> <p>[] Hydraulic Brake Assist.</p> <p>[] Electronic traction/stability control.</p>	<p>NOT SPECIFIED</p> 
<p><u>Tires and Wheels</u></p> <p>[] Five (5) each, radial tires and wheels per vehicle.*</p> <p>[] Tire size: P245/55R18</p> <p>[] Tire pressure monitoring system.</p> <p>[] Five (5) each, 18"-5 spoke heavy duty black painted steel wheels with chrome center caps.</p> <p>[] All tires supplied shall be of the make and model as tested and certified at the most recent Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program.</p> <p>[] Full size spare tire. *Space Saver compact type spare tire <u>is not acceptable</u></p>	<p>NOT SPECIFIED</p> 

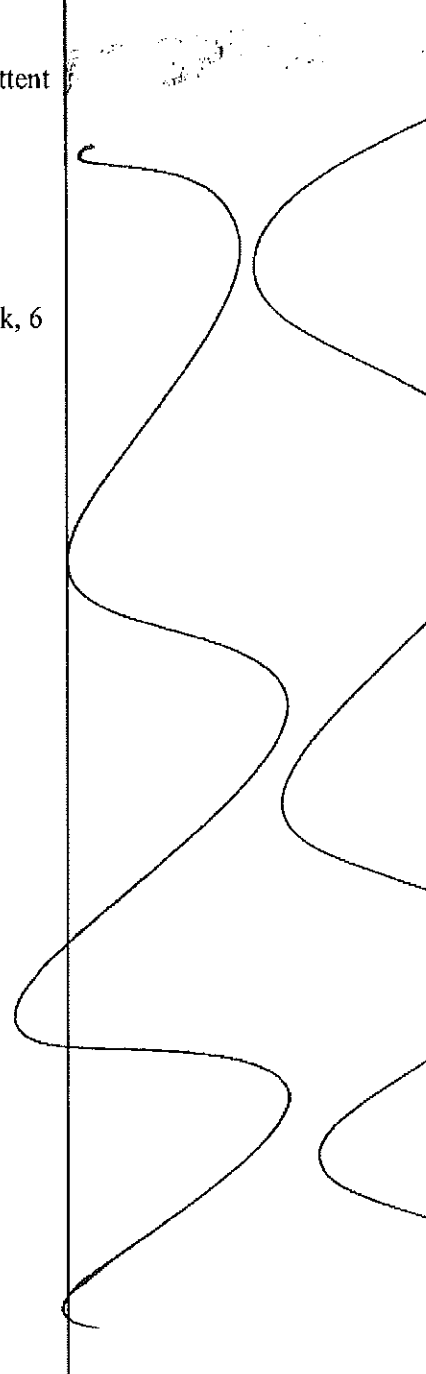
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, AWD, BLACK & WHITE,
POLICE PACKAGE, V-6 POWERED, 4 DOOR UTILITY
VEHICLE**

DRIVE TRAIN	BIDDERS EXCEPTIONS
<p><u>Engine</u></p> <p>[] Sequential multi - port injected, gasoline, liquid cooled.</p> <p>[] Engine to be 3.7 liter minimum, variable camshaft timing V6 – 24 valve DOHC design (NO EXCEPTIONS).</p> <p>[] 300 horsepower minimum @ 6,500 RPM, on regular 87 octane gasoline.</p> <p>[] 280 ft. lb. torque minimum @ 4,000 RPM on regular 87 octane gasoline.</p> <p>[] Pulley sizes and arrangements identical on all vehicles delivered.</p> <p>[] Oil filter to be manufacturer's standard.</p> <p>[] Accessories to be identical on all vehicles delivered.</p>	<p align="center">SPECIFIED</p> 
<p><u>Cooling System</u></p> <p>[] Radiator must be heavy-duty and of sufficient capacity to cool the engine under typical operating conditions.</p> <p>[] Coolant recovery system is required and identical on all vehicles delivered. *</p> <p>[] All radiator/coolant hoses to be EPDM type, two (2) ply pre-formed constructed, to include bypass and heater hose.</p> <p>[] Factory installed external engine and transmission oil coolers required.</p> <p>* Recovery system must be factory-installed type. Dealer-installed after-market systems <i>will not be acceptable.</i></p>	

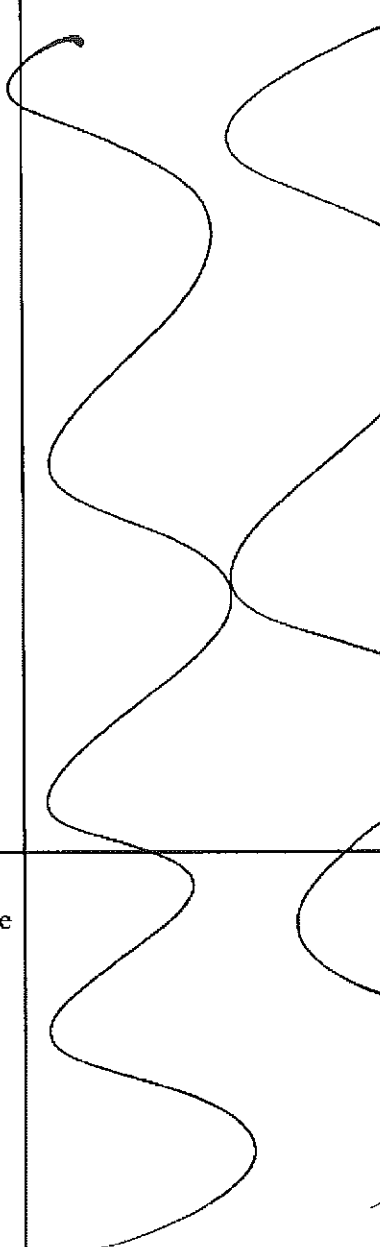
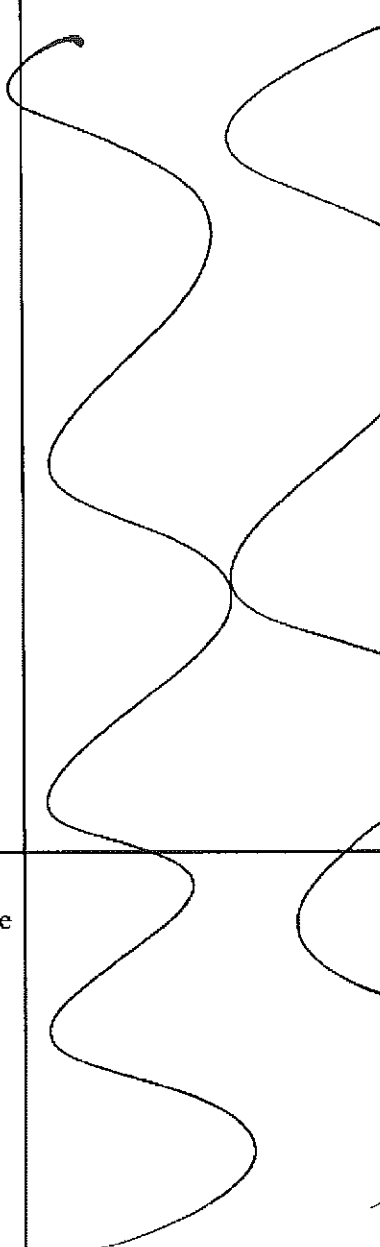
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, AWD, BLACK & WHITE,
POLICE PACKAGE, V-6 POWERED, 4 DOOR UTILITY
VEHICLE**

DRIVE TRAIN (continued)		BIDDERS EXCEPTIONS
<input type="checkbox"/> <u>Transmission</u> <input type="checkbox"/> Six (6) speed electronically controlled automatic overdrive. <input type="checkbox"/> Transaxle type. <input type="checkbox"/> Gear shift lever to be steering column mounted. <input type="checkbox"/> <u>Differential</u> <input type="checkbox"/> Final drive axle ratio 3:65		
<input type="checkbox"/> <u>Fuel Tank</u> <input type="checkbox"/> Single tank, with a minimum capacity of 19 US gallons. <input type="checkbox"/> The fuel tank capacity shall be sufficient to provide a minimum cruising range of 300 miles.		
ELECTRICAL		BIDDERS EXCEPTIONS
<input type="checkbox"/> Battery, 12 volt, negative ground, 750 C.C.A., maintenance free. <input type="checkbox"/> Battery saver feature. <input type="checkbox"/> Alternator, 200-amp output minimum. <input type="checkbox"/> Ignition, electronic, direct. <input type="checkbox"/> Wiring on all vehicles to be identical. <input type="checkbox"/> Power door locks and windows with one touch up/down driver window features, power remote trunk release.		

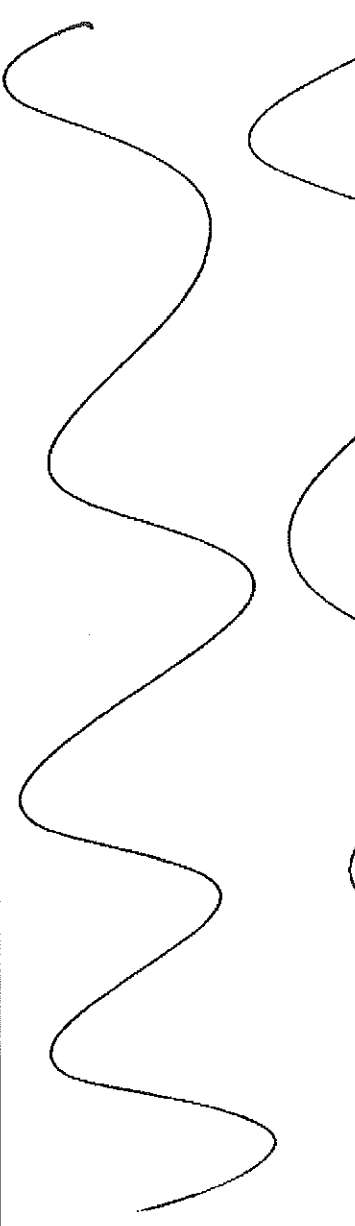
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, AWD, BLACK & WHITE,
POLICE PACKAGE, V-6 POWERED, 4 DOOR UTILITY
VEHICLE**

	<p><u>Electrical Continued:</u></p> <p>[] Multiple speed electric windshield wipers with intermittent feature and washer.</p> <p>[] Air Conditioning / Climate control</p> <p>[] Heater integral with air conditioning.</p> <p>[] Radio, AM/FM with single CD player / MP3 audio jack, 6 speakers.</p> <p>[] Audible reverse sensing system with back-up camera integrated, rear view mirror back-up camera display.</p> <p>[] Interior courtesy light shall be disabled.</p> <p>[] Daytime running lamps to be disabled.</p>	
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**SPECIFICATIONS - SHERIFF'S HIGH SPEED, AWD, BLACK & WHITE,
POLICE PACKAGE, V-6 POWERED, 4 DOOR UTILITY
VEHICLE**

BODY	BIDDERS EXCEPTIONS
<p><u>Exterior</u></p> <p>[] Four-door utility.</p> <p>[] Wide opening rear doors.</p> <p>[] Front door tether straps.</p> <p>[] Framed door windows required.</p> <p>[] Factory solar tinted glass front row, privacy glass 2nd and 3rd rows.</p> <p>[] Dual, power side view, manual fold away mirrors with integrated blind spot mirrors.</p> <p>[] Grill – black in color.</p> <p>[] Rear window defroster.</p> <p>[] Color(s) to be black and white, paint scheme to be determined after the bid is awarded. No premium for clear-coat colors.</p> <p>[] Note: Vehicle body is to be painted to OEM quality standards – <u>Vinyl wrap will not be accepted.</u></p>	<p>10 SEP 01</p> 
<p><u>Interior</u></p> <p>[] Driver's and front passenger's dual stage air bags, seat side and side curtain system.</p> <p>[] Two row safety canopy system with side curtain airbags and roll over sensor.</p> <p>[] Gauge cluster / Message center to include (Tachometer, volt, oil pressure, water temperature, fuel level and engine hour meter.)</p> <p>[] Speedometer to indicate minimum speeds to 120 MPH.</p>	

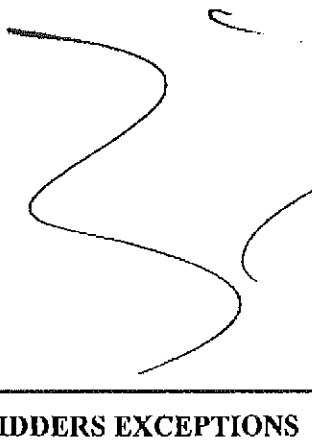
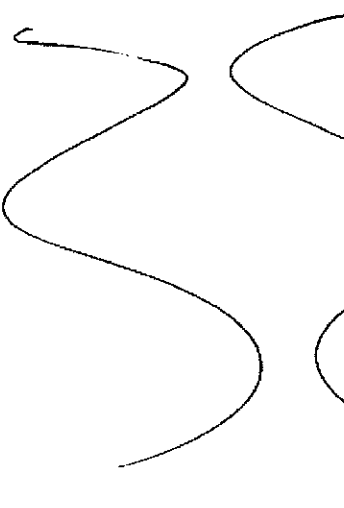
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, AWD, BLACK & WHITE,
POLICE PACKAGE, V-6 POWERED, 4 DOOR UTILITY
VEHICLE**

BODY (continued)	BIDDERS EXCEPTIONS
<p><u>Interior (continued)</u></p> <p>[] Minimum of Two (2), 12-volt power outlets (cigarette type) In front passenger area.</p> <p>[] Manual tilt urethane wrapped steering wheel to include speed/audio controls.</p> <p>[] Universal equipment tray atop instrument panel at center of dash board.</p> <p>[] Black e-coat console mounting plate.</p> <p>[] Minimum of 9" spacing between front seats to allow for adequate installation of police equipment.</p> <p>[] Belt minder.</p> <p>[] All courtesy lighting to be inoperative when opening doors.</p> <p>[] Overhead console w/dome, map lights, sunglass holder.</p> <p>[] Power adjustable accelerator/brake pedals.</p> <p>[] Rear window defroster.</p> <p>[] Auto dimming rearview mirror, inside (day/night design).</p> <p>[] Rear power window switches to be deleted or inoperable from rear passenger compartment.</p> <p>[] Rear door locks and handles to be inoperable from inside vehicle. Door lock plungers to be hidden.</p>	<p align="center">3/12/01</p> 

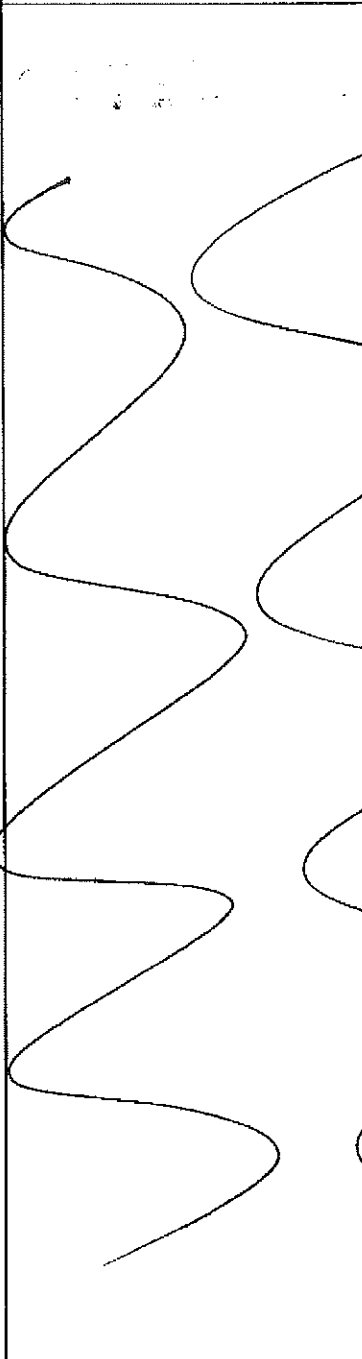
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, AWD, BLACK & WHITE,
POLICE PACKAGE, V-6 POWERED, 4 DOOR UTILITY
VEHICLE**

	BODY (continued)	BIDDER'S EXCEPTIONS
	<u>Seats</u> <input type="checkbox"/> Front: Bucket seats including six (6) way power driver's seat with manual lumbar adjustment, heavy duty cloth. <input type="checkbox"/> Front seats to have steel intrusion plates in the seat backs. <input type="checkbox"/> Rear: 60/40 split heavy duty vinyl, bench. <input type="checkbox"/> Heavy-duty, sculpted foam rubber in all seats required <input type="checkbox"/> Seat belts shall meet Federal Motor Vehicle Safety Standard (FMVSS) 208.	
	<u>Upholstery</u> <input type="checkbox"/> Insulated headliner. <input type="checkbox"/> Heavy-duty Thermoplastic elastomer floor covering (vinyl) <input type="checkbox"/> Front and rear scuff plates. <input type="checkbox"/> Front seats to be heavy-duty police grade cloth. <input type="checkbox"/> Rear seats to be heavy duty vinyl. <input type="checkbox"/> Color selection of interior and upholstery shall be made by the Los Angeles County Sheriff's Department Fleet Manager or his/her designee after the bid is awarded.	

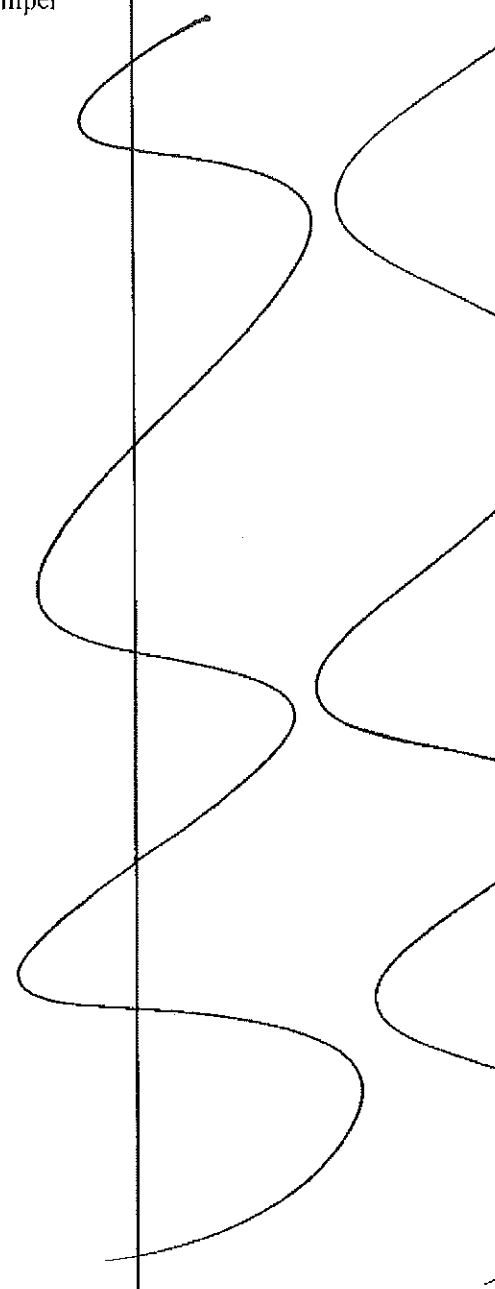
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, AWD, BLACK & WHITE,
POLICE PACKAGE, V-6 POWERED, 4 DOOR UTILITY
VEHICLE**

BODY (continued)		BIDDERS EXCEPTIONS
	<u>Trunk</u> <input type="checkbox"/> Gas tank utilized as trunk floor <i>will not be acceptable.</i> <input type="checkbox"/> Flat load Trunk/Cargo area floor. <input type="checkbox"/> Rear hatch door must remain in the full open position when opening manually.	
FACTORY INSTALLED ACCESSORIES		BIDDERS EXCEPTIONS
	<input type="checkbox"/> Two (2) LED Spot lamps, includes driver & passenger side A-pillar mounted.	

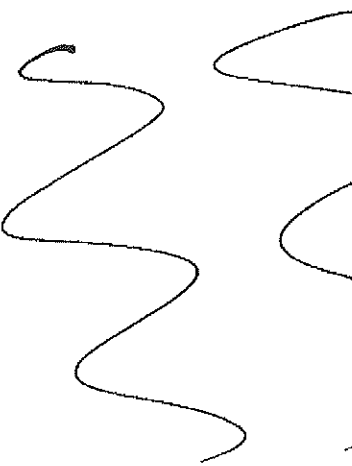

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, AWD, BLACK & WHITE,
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VEHICLE**

	ADDITIONAL BIDDER SUPPLIED ITEMS (NOT INSTALLED / NEW IN-BOX / DROP SHIPPED)	BIDDERS EXCEPTIONS
	<p><u>Emergency Vehicle Components:</u></p> <p>Note: Quantities listed below are "per vehicle"</p> <p>[] Troy Front Partition Qty.(1) model #TP-DELUXE-SB-SS (or department approved equivalent)</p> <p>[] Troy Mounting Kit Qty. (1) model #2-SAB-FDUV-BB (or department approved equivalent)</p> <p>[] Troy Kick Panel Qty. (1) model # KP-UV-DAP-SS (or department approved equivalent)</p> <p>[] Troy Rear Partition/Hard Seat/Belt System Qty. (1) model #PS-FDUV-OS-R (or department approved equivalent) Note: Rear partition system must be tested and proven to be free from interference with side curtain airbag deployment.</p> <p>[] Troy Rear Cargo Mount, Full Length Qty. (1) model #CP-UV-CARGO-XL (or department approved equivalent)</p> <p>[] Troy Cargo Mount Electronics Tray Qty. (1) model #AC-UV-TRAY-H (or department approved equivalent)</p> <p>[] Troy Hatch Window Screen Qty. (1) model #AC-UV-HATCH (or department approved equivalent)</p> <p>Contact: Jorge Rojas, Troy Sheet Metal Works Inc. Phone (323) 829-9771</p>	

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, AWD, BLACK & WHITE,
POLICE PACKAGE, V-6 POWERED, 4 DOOR UTILITY
VEHICLE**

	<p><u>Emergency Vehicle Components (continued):</u></p> <p>[] Go Rhino Products 2-Light "LR" Series Push Bumper Qty. (1) model #5340-2L41 (or department approved equivalent)</p> <p><i>Contact: Tony Griego Go Rhino Products Phone # (714) 961-1843</i></p>	
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**SPECIFICATIONS - SHERIFF'S HIGH SPEED, AWD, BLACK & WHITE,
POLICE PACKAGE, V-6 POWERED, 4 DOOR UTILITY
VEHICLE**

KEYS AND ENTRY SYSTEM(S)	BIDDERS EXCEPTIONS
<p><input type="checkbox"/> Single-key locking system in all vehicles, including trunk and glove compartment.</p> <p><input type="checkbox"/> All vehicles shall be keyed identical. NO CHIPPED KEYS. <u>Aluminum keys are not acceptable.</u> * After the bid is awarded, the successful bidder shall obtain the designated key code from Hiroshi Aramaki or Brandon Walusko at (323) 267-3016.</p> <p><input type="checkbox"/> All vehicles provided with four (4) keys.</p> <p><input type="checkbox"/> No keyless entry remote fobs.</p>	
SPECIALITY ITEMS AND INSTRUCTIONS	BIDDERS EXCEPTIONS
<p><input type="checkbox"/> Vehicles to be delivered with a full tank of fuel.</p> <p><input type="checkbox"/> All Window stickers and license plate placards removed.</p> <p><input type="checkbox"/> Two (2) seat belt extenders shall be supplied with each vehicle.</p>	

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, AWD, BLACK & WHITE,
POLICE PACKAGE, V-6 POWERED, 4 DOOR UTILITY
VEHICLE**

DELIVERY:

Los Angeles County Sheriff's Department
Fleet Management Unit
1104 N. Eastern Avenue, Door #50
Los Angeles, CA 90063
(323) 267-3016

SPECIAL INSTRUCTIONS:

Vehicles shall be delivered with a full tank of fuel.

Upon delivery no dealer decals or license plate identifiers.

Alternate delivery location within 25 miles of address listed above may be required.

Staggered delivery of vehicles may be required.

Dealer shall notify Sheriff's Department Fleet Unit a minimum of 24 hours prior to delivery.
Deliveries will not be accepted after 2:00 pm.

All State of California Department of Motor Vehicle paperwork, and invoicing **MUST** accompany each vehicle at time of delivery. **There shall be one invoice per vehicle.**

At time of delivery, all vehicles **MUST** meet all specifications as written, **NO EXCEPTIONS.**

At time of delivery, dealer shall furnish one *Dealers Report of Sale* per vehicle in the name of:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
1277 N. EASTERN AVENUE
LOS ANGELES, CA 90063

VENDOR BID LIST

BID NUMBER

14201579

CLOSING DATE

5/28/2014

BUYER

P. SIMONIAN

NO	COMPANY NAME	DATE	SAMPLES (Check for Yes)	INITIAL
1	Wondries Fleet Group	5/28/2019		Jmc
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16	BID RESPONSES	<u>1</u>		
17	NO BID RESPONSES	<u>0</u>		
18	TOTAL	<u>1</u>		
19				
20				

**CITY COUNCIL AGENDA
CONSENT ITEM**

Date: March 24, 2015

TO: City Council

FROM: Alex Diaz, Chief of Police

SUBJECT: Resolution No. 2015-15. Approval request from the Banning Police Department to begin using a Mine-Resistant Ambush Protected (MRAP) Armored Vehicle and the use of funds from the Supplemental Law Enforcement Services Fund Grant Allocation (SLESA) to make the vehicle operational.

RECOMMENDATION: Resolution No. 2015-15, "Approve the Banning Police Department's request to begin using the Mine-Resistant Ambush Protected (MRAP) armored vehicle and approve funds from the Supplemental Law Enforcement Services Fund Grant Allocation (SLESA) to make the vehicle operational."

BACKGROUND: In September 2013, the Banning Police Department acquired a 2007 Mine Resistance Ambush Protected (MRAP) vehicle from the U.S. Military, which was facilitated through the Department of Defense (DOD) 1033 program. The National Defense Authorization Act FY97 authorizes the Secretary of Defense to transfer excess DOD property to Federal, state, and local Law Enforcement Agencies for law enforcement related activities through this program. It should be noted the vehicle was neither donated nor sold to the police department. Instead, the vehicle is on loan to the police department with the U.S. Government retaining title. When there is no longer a use for the vehicle or it is no longer operational, due to its age and/or physical condition, the department must return it to the U.S. Military for disposition. Presently, the vehicle is not in use.

As a note, since September 2013, forty-three California Law Enforcement agencies have received and deployed MRAP's through the 1033 program. Of the forty-three MRAPs, several were provided to Southern California agencies including but not limited to the cities of Redlands, Covina, West Covina, Pomona, Gardena, Garden Grove, Barstow, El Monte, Azusa, Whittier, Claremont, and Placentia.

Activation of the MRAP will enhance the Department's capabilities to protect both officers and citizens alike with a vehicle that has superior capabilities over the department's currently available armored vehicle.

Presently the Department utilizes a converted 1992 armored bank truck that lacks the adequate armor protection needed to address the increasing threats facing law enforcement officers. Additionally, it lacks the mechanical ability to navigate through rough terrain or reach areas made inaccessible during natural disasters. The capabilities of the vehicle are lacking in the following areas:

- No armor protection for the vehicle engine.
- No armor protection for the bottom of the vehicle to protect its occupants from explosive devices.
- Limited armor protection on the roof, which compromises officers approaching an armed suspect who has a position of advantage from higher ground, such as roof tops or second story windows.
- The current windows and armor on the sides and rear of the vehicle are designed to withstand handgun and shotgun rounds. However, rifle rounds traveling at greater than a 15° angle of impact have the ability to penetrate the vehicle's armor compromising the safety of the vehicle's occupants.
- Low ground clearance and lack of off-road capabilities limit its use to paved and well maintained roadways with no obstacles to overcome or drive through.

As seen during the past few years, law enforcement officers throughout the country are facing an increasing number of incidents involving violent and well-armed suspect(s) intent on causing as much mayhem and death as possible. From small towns like Newton, CT. to larger cities, such as Santa Monica, CA, and Boston, MA, these extremists have utilized automatic weapons and improvised explosive devices (IEDs) to attack people in schools, colleges, public settings, and movie theatres.

Subsequently, if our officers had to respond to such an incident in our city, their safety and the safety of citizens being evacuated in the current armored vehicle would not provide an ideal level of protection. The MRAP is the solution to this problem. The MRAP was designed to withstand and protect its occupants from both high caliber weapons fire and explosive devices. Consequently, our officers will have the capability of responding to critical incidents to perform citizen and officer rescues without fear of rounds or explosive fragments penetrating the hull of the vehicle. The MRAP engine is armored as well; therefore, preventing it from becoming disabled from gun fire or explosions. The MRAP is also large enough to be parked between an evolving critical incident and a sensitive location, such as a school, to act as a shield while student and/or citizen evacuations are conducted.

The MRAP would also be used by officers to assist citizens during natural disasters to navigate through extreme terrain or drive over damaged areas to provide supplies to otherwise inaccessible areas and/or to conduct citizen rescues and evacuations.

Additionally, the MRAP would be made available as a regional asset to those agencies in need of its capabilities when not in active use by the City. The Banning Police Department would provide the requesting agency with a qualified MRAP operator to ensure the use of the vehicle is consistent with its operational capabilities.

Use of the MRAP will be limited to training, critical incidents and natural disaster responses, and public relation events. If in the future the Banning City Council determines the use of the MRAP is not in the best interest of the City, it can make the decision to stop the Police Department's use of the vehicle and have it returned to the military.

TRAINING: During the fall of 2014, Congressional Hearings and a White House review regarding the use of MRAP's by law enforcement agencies resulted in a requirement that officers receive training in their use before operating them. Subsequently, upon City Council approval of its use, the Banning Police Department will develop an MRAP training program consistent with the recommended training, which will include the following areas:

- Roadway and Off Road Operations & Maneuverability
- Acceleration/Deceleration & Exhaust Breaking
- Inclinometer Issues and Vehicle Weight Limitations
- Effective Transmission Uses & Vehicle Characteristics
- Safety/Warnings/Cautions /Emergency Egress
- Controls & Indicators and their Functions and Locations
- Daytime / Nighttime Operations
- Preventative Maintenance & Operator / Tech Troubleshooting Techniques

FISCAL DATA:

The following costs are associated with activation of the MRAP for Police Department use:

Insurance: Approval of the MRAP vehicle would result in the decommissioning of the Department's current armored vehicle. Subsequently, the current insurance coverage would not change as one vehicle would take the place of the other.

Maintenance: During the past five years (2010-2014), \$1295 was spent on maintaining the current armored vehicle or \$259 annually. Maintenance costs are not expected to increase as the MRAP would take the place of the current armored vehicle.

Fuel: During a four year period (2010-2013) \$540 was spent on fuel for the current armored vehicle or \$135 annually. Fuel costs are not expected to increase as the MRAP would take the place of the current armored vehicle. During this same period, the current armored vehicle was driven approximately 980 miles or 245 miles annually.

Equipment: To save costs, equipment such as spot lights, light bar, and radio will be removed from the current armored vehicle and reinstalled on the MRAP. There will be a one-time cost associated with the installation of the equipment, which is estimated to be approximately \$1,510. This cost would be covered by currently available SLESA Grant funds and will not require any general funds.

Appearance: To ensure the MRAP has a professional appearance, a one-time cost would be required to paint it the same color as the current armored vehicle (gray). A local city vendor estimated the cost to paint the MRAP would be \$12,500 (\$9,500 exterior & \$3,000 interior). Additionally, there would be a cost of approximately \$350 to add "Banning Police" emblems on the vehicle with the word "Rescue"

placed on all four sides. These costs would be covered by currently available SLESA Grant funds and will not require any general funds.

Training: Training costs for officers involved with operating the MRAP would be paid for through the Department's current training budget. Subsequently, no additional funds would be required for this activity.

Licensing: Officers assigned to drive the MRAP will be required to obtain a Class B Driver's License due to the weight of the vehicle through California's DMV. The cost of a Class B license is \$71 per driver, which would be paid for through the department's current training budget. Subsequently, no additional funds would be required for this activity.

In all, it is estimated that \$14,360 would be required in one time capital expenditures to outfit the MRAP for Department use. These funds are currently available through SLESA Grant funds and would not require any general funds.

The cost for maintenance and fuel is estimated to be under \$500 annually. This would not be an increased cost as they would take the place of fuel and maintenance costs for the current armored vehicle that would be decommissioned.

All training and licensing costs associated with the MRAP will be paid for through the Police Department's training budget.

RECOMMENDED BY:




Alex Diaz
Chief of Police

REVIEWED BY:



Dean Martin
Interim Administrative
Services Director

APPROVED BY:



James E. Smith
Interim City Manager

RESOLUTION NO. 2015-15

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BANNING AUTHORIZING THE BANNING POLICE DEPARTMENT TO BEGIN USING THE MINE-RESISTANT AMBUSH PROTECTED (MRAP) VEHICLE IT PROCURED THROUGH THE DEPARTMENT OF DEFENSE (DOD) 1033 PROGRAM AND TO USE FUNDING AVAILABLE IN THE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND GRANT ALLOCATION (SLESA) ACCOUNT TO PAY FOR EQUIPMENT, LABOR, AND MATERIALS TO MAKE THE VEHICLE OPERATIONAL FOR DEPARTMENT USE.

WHEREAS, the City of Banning Police Department is responsible for the security and safety of the Citizens of the City; and

WHEREAS, it is imperative the Banning Police Department strive to provide the best equipment available for the protection of citizens and its officers.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning hereby authorizes the Banning Police Department to begin using the Mine-Resistant Ambush Protected (MRAP) vehicle and to use funds from the Supplemental Law Enforcement Services Fund Grant Allocation (SLESA) to make the vehicle operational, and authorizes the Finance Department to make necessary budget adjustments related to these funds.

PASSED, APPROVED, AND ADOPTED this 24th day of March, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

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

112

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-15 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March, 2015, by the following to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

CITY COUNCIL AGENDA

DATE: March 24, 2015

TO: City Council

FROM: Brian Guillot, Acting Community Development Director

SUBJECT: Resolution No. 2015-16, "Amending the Contract Services Agreement between the City of Banning and the Romo Planning Group"

RECOMMENDATION: That the City Council:

- I. Adopt Resolution No. 2015-16, approving the second amendment to the Contract Services Agreement with the Romo Planning Group, Inc. for Senior Management Analyst services for remainder of the contract period; and
- II. Authorize the Interim City Manager to execute the Second Amendment with Romo Planning Group, Inc. on the form that is approved by the City Attorney; and
- III. Authorize the Interim Administrative Services Director to make necessary budget adjustments for FY 2015.

JUSTIFICATION: The City of Banning is contracted with Romo Planning Group, for planning services as the project manager for the Rancho San Gorgonio Specific Plan review and a contract planner position. Presently, the City is experiencing a critical need for support staff for the City Manager. In order to provide those services for the City Manager, it is necessary to amend the agreement.

BACKGROUND/ANALYSIS: On October 9, 2013, the City Council approved Resolution No. 2013-88, authorizing the City Manager to enter into a Professional Services Agreement with Romo Planning Group for project management services. Additionally, on November 12, 2014, the City Council approved the first amendment to the existing agreement for a temporary employee to act as the Associate Planner to continue services during the transition period.

Article 1.10 of the agreement makes provision for additional services should the City require extra work. At this time there is a critical need for Senior Management Analyst in addition to the associate planner services to provide typical staff work for the City Manager. Typical duties would include preparing press releases, providing management, administrative, analytical, and technical support for the City Manager. Romo Planning Group can meet the City's temporary staffing needs; and, therefore it is recommended that the amendment be approved.

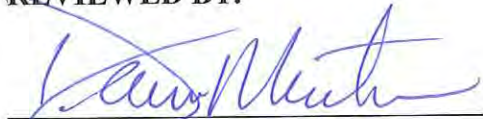
FISCAL DATA: This amendment to the consultant services agreement will be funded through salary savings from vacant positions.

RECOMMENDED BY:



Brian Guillot
Acting Community Development Director

REVIEWED BY:



Dean Martin,
Interim Administrative Services
Director

APPROVED BY:



James E. Smith, Interim City Manager

Attachments:

1. Resolution No. 2015-16 Approving the Second Amendment to the Contract Services agreement with Romo Planning Group.
2. Original Contract Services Agreement between the City of Banning and Romo Planning Group

Attachment 1

Resolution No. 2015-16

RESOLUTION NO. 2015-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC. FOR ADDITIONAL SENIOR MANAGEMENT ANALYST SERVICES

WHEREAS, the City Manager is responsible to perform and carry out the management duties and functions of the City; and

WHEREAS, due to staff vacancies within the Department there is a critical need for Senior Management Analyst services at this time; and

WHEREAS, the City currently contracts with Romo Planning Group for professional project management services for the Rancho San Geronimo Specific Plan processing and associate planner services; and

WHEREAS, Article 1.10 of the agreement makes provision for additional services should the City require additional professional services.

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

SECTION 1. The Second Amendment to the Contract Services Agreement with Romo Planning Group, Inc. for additional Senior Management Analyst services is hereby approved (Attachment A).

SECTION 2. The Administrative Services Director is authorized to make the necessary budget adjustments and appropriations, if needed, to implement the contract for FY 2015.

SECTION 3. The City Manager is authorized to execute the contract amendment with Romo Planning Group, Inc. in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2015.

Deborah Franklin, Mayor
City of Banning

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

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

ATTEST:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-16 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 24th day of March, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTACHMENT “A”
SECOND AMENDMENT

**SECOND AMENDMENT TO THE CONTRACT SERVICES BY AND BETWEEN THE
CITY OF BANNING, CALIFORNIA AND ROMO PLANNING GROUP, INC.**

THIS SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT ("First Amendment") by and between the CITY OF BANNING ("City") and Romo Planning Group ("Consultant") is effective as of the _____ day of _____ 2015.

RECITALS

A. City and Consultant entered into an Agreement for Contract Services ("Agreement") approved by the City Council on October 9, 2013, to provide project management services as fully described in Exhibit "A" of the Agreement entitled Scope of Services.

B. Article 1.10 of the agreement makes provision for Additional Services should they be required.

C. City and Consultant now desire to amend the Agreement to provide Senior Management Analyst services in accordance with section 1.10 *Additional Services* as provided herein.

D. City and Consultant wish to amend the Agreement in accordance with the terms herein.

E. This amendment to the Agreement is made in accordance with Section 9.4 of the Agreement, which provides that "No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council".

NOW, THEREFORE, it is hereby agreed that the recitals contained above are incorporated herein by reference and the Agreement is hereby amended as follows:

Section 1. Article 1.1 Scope of Services is amended to add Senior Management Analyst services in accordance with Exhibit "A-1".

Section 2. Article 2.1 Contract Sum is amended to add Senior Management Analyst services in accordance with Exhibit "C-1" and the following:

- I. The City will compensate Contractor for the Services performed upon submission of a valid invoice not more than one time each calendar month. Each invoice shall 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.

120

D. The Contractor's billing rates for all personnel are attached as Exhibit "C-1".

Section 3. Article 2.3 Reimbursable Expenses is amended for Senior Management Analyst services in that any reimbursable expenses incurred for temporary planning services shall be approved in advance in writing by the Director.

Section 4. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contractual Services Agreement.

Section 5. Affirmation of Agreement; Warranty Re: Absence of Defaults. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Section 6. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

Section 7. Authority. The person(s) executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and Contractor have entered into this First Amendment as of the date set forth above.

CITY OF BANNING

By: _____
James E. Smith, Interim City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Lona N. Laymon, Assistant City Attorney

“CONSULTANT”
THE ROMO PLANNING GROUP, INC.

By: _____
Gustavo J. Romo, Principal/CEO
Address: 2560 N. Los Lomas Way
Covina, CA 91724

EXHIBIT "A-1"

SCOPE OF SERVICES (SUPPLEMENTAL)

SENIOR MANAGEMENT ANALYST

I. As the Senior Management Analyst, the Consultant will perform the following services:

- A. Under the direction of the Community Development Director, assist with the day-to-day functions of the Planning Division. Conduct professional, current and advanced planning studies for the City of Banning. Collect and present data and prepare reports regarding land use, zoning, urban design, population trends, transportation, housing, redevelopment and community service needs for City Council, Planning Commission and Community Development Director. Serve as a project leader for professional and technical personnel. Assist with work instruction or project direction of new staff members. Receive and process site plan and rezoning permits, plan amendments, use permits, environmental clearance and business licenses. Review, investigate and process plans and applications for subdivisions, housing and commercial developments. Determine conformity with laws, policies, regulations and procedures. Identify problems and alternative solutions for planning activities. Administer, interpret and enforce provisions of zoning codes and standards to potential applicants and public. Monitor status of development applications for acceptance to issuance of final permit and conduct periodic reviews of conditional permits. Provide information and assistance to developers, property owners and public. Assist with the review, development or revision of plans, environmental impact reports and ordinances. Compile, analyze and interpret data relating to environmental, social, economic, housing, community and demographic trends. Conduct field surveys and investigations.
- B. Under the direction of the City Manager, perform and carry out the management duties and functions of the City as an extension of City staff by serving in the role as the Assistant to the City Manager, and to perform such other legally permissible and proper duties and functions as the City Manager shall direct. To the best of his ability and experience, he will at all times loyally and conscientiously perform all of the duties and obligations required of him by the City, subject to the control and direction of the City Manager. Perform a wide variety of highly responsible, complex, and diverse advanced level professional duties involved in providing management, administrative, analytical, and technical support to the City Manager's Office; plan, organize, coordinate, and participate in various management, program and administrative operations and activities including those having a City-wide impact; manage and oversee assigned departmental service areas; coordinate assigned activities with City departments, outside agencies, and the general public; and provide information and assistance to internal and external customers regarding assigned department programs and services.

C. Under the direction of the City Manager and the City's Economic Development Consultant, assist in the coordination of development projects and function as a liaison and facilitator between businesses, development professionals and City staff. Respond to leads and inquiries for potential new business development, as well as retention of existing businesses. Develop and manage marketing strategies to attract potential businesses and new development projects. Research policies, procedures and programs relative to economic development. Recommend and implement appropriate policies, procedures and programs in accordance with the City's economic development goals and objectives. Identify and pursue potential funding opportunities.

II. As part of the Senior Management Analyst Services, the Consultant will prepare and deliver the following tangible work products to the City:

A. Monthly Project Status Updates summarizing the "tasks completed" and the "tasks to be completed." A separate Project Status Update shall be provided to the Community Development Director and City Manager.

III. The Consultant will utilize the following personnel to serve as the Senior Management Analyst:

A. Oliver Mujica

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

NONE

ADDENDUM TO EXHIBIT "C-1"

For services pertaining to the position of Senior Management Analyst, RPG proposes the following rates:

Senior Management Analyst

Classification/Personnel	Hourly Rate
Senior Managment Analyst	\$100.00

ATTACHMENT 2

Original Contract Services Agreement

**CONTRACT SERVICES AGREEMENT FOR RANCHO SAN
GORGONIO PROJECT MANAGER**

By and Between

**THE CITY OF BANNING,
A MUNICIPAL CORPORATION**

and

THE ROMO PLANNING GROUP, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
THE ROMO PLANNING GROUP, INC.
FOR RANCHO SAN GORGONIO PROJECT MANAGER**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 9th day of October, 2013 by and between the City of Banning, a municipal corporation ("City") and The Romo Planning Group, Inc., a California corporation ("Consultant" or "Contractor"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.". (The term Consultant 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 Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of 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 Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough,

competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be 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 Consultant's Proposal.

The Scope of Service shall include the Consultant'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.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Consultant 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. Consultant 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, Consultant 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. Consultant shall act sooner as requested by the City in response to an emergency. In addition, Consultant shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other Consultants) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Consultant'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. Consultant 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 Consultant. 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 Consultant 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 Consultant agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Consultant 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 Consultant's sole expense. Consultant 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.

Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant's principal place of business and at the project site. Consultant 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 Consultant, 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 Consultant. 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 Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Sixty Thousand Four Hundred Eighty Dollars (\$60,480.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant'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 Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. 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 Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the 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 Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant'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, Articles 1 and 5, pertaining to indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) 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 Consultant.

The following principals of Consultant (Principals) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Ernest Perea</u> (Name)	<u>Project Manager</u> (Title)
<u>Tracyi Nelson</u> (Name)	<u>Principal Planner</u> (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager of City. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the 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 Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. 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. Consultant'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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant 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, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnors"), or arising from Consultant's reckless or willful misconduct, or arising from Consultant's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Consultant 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 Consultant 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 Consultant 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 Consultant 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.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the 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 Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant 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. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractor 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 Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have 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 Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, 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 Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the

142

default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel

specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of _____ (\$_____) 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 Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the 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 Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such

action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which 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 Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Consultant, 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 Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 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]

147

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

J. Overholt
June Overholt, Interim City Manager

ATTEST:

Marie A. Calderon
Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David Aleshire
David Aleshire, City Attorney

CONSULTANT:

THE ROMO PLANNING GROUP, INC.

By: Gustavo J. Romo
Name: Gustavo J. Romo
Title: Principal / CEO

By: _____
Name: _____
Title: _____

Address: 2560 N. Los Comitas Way
Covina, CA 91724

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 CONTRACTOR'S BUSINESS ENTITY.

ACKNOWLEDGMENT

State of California

County of Los Angeles

On September 26, 2013 before me, Cynthia L. Petersen, Notary Public, personally appeared Gustavo J. Romo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Cynthia L. Petersen (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)		
<input type="checkbox"/>	PARTNER(S)	<input type="checkbox"/> LIMITED
		<input type="checkbox"/> GENERAL
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	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. Consultant will perform the following Services:

- A. **Overall Planning Project Management:** provide planning project management for the Rancho San Geronio Project which proposes the development of a master planned community providing a mix of residential, commercial, open space and recreational areas (the "Project"). The Project Manager, listed below in Section V., will be the primary contact for the City and an extension of City staff and will report to the City of Banning Community Development Director.
- B. **Project Initiation / Background Research:**
 - 1. Project Kick-Off Meeting (1 meeting)
 - 2. Background Research
 - 3. Issue Identification
- C. **Specific Plan:**
 - 1. Review Draft Specific Plan
 - 2. Provide Specific Plan comments to applicant
 - 3. Review Final Specific Plan
- D. **Environmental Impact Report:**
 - 1. Review and comment on technical studies prepared by applicant and/or EIR Consultant.
 - 2. Oversee and manage the consultants who will prepare the Draft and Final Environmental Impact Report for the project and making sure that the EIR complies with the various timelines and review process in accordance with CEQA Guidelines including filing of the various notices with the State and County.
- E. **General Plan Amendment / Zone Change / Tentative Tract Map:** Process and report preparation of any general plan amendment or zone change. Review and process subdivision maps.
- F. **Design Review/ Site Plan/ Conditional Use Permit Review:** design plan, site plan, and conditional use permit review.
- G. **Development Agreement:** Coordinate the preparation of the Development Agreement with City Attorney's Office.

H. **Water Supply Assessment:** water supply assessment pursuant to SB 610 and an SB 221 verification of sufficient water supply will be prepared. The EIR will include the assessment and any additional supply information in determining the adequacy of the water supply to support the Project.

I. **Meetings:**

1. One (1) meeting with Riverside County Airport Land Use Commission (ALUC).
2. Two (2) Planning Commission meetings.
3. Two (2) City Council meetings.
4. The Contractor will provide information and/or attend meetings(s) requested by the Community Development Director as the process moves forward. The Contractor is also responsible for answering questions from the public with regard to the project.

J. **Annexation:** Coordinate application for annexation with Riverside County Local Agency Formation Commission (LAFCO) on behalf of the City.

K. **Regulatory Approvals:** coordinate regulatory approval from US Army Corps of Engineers (404 Permit), California Department of Fish and Wildlife (1602 Permit), Regional Water Quality Control Board (401 Certification).

II. **As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

As part of the entitlement approval process described above, the Contractor is responsible for preparing staff reports and all attachments to the staff report, comments, memos, letters, and public hearing notices. The Project Manager is also responsible for filing of the Notice of Determination with the State and County Clerk.

III. **In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**

Bi-weekly status reports.

IV. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

V. **Consultant will utilize the following personnel to accomplish the Services:**

A. Earnest Perea, Project Manager

B. Trayci Nelson, Principal Planner

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

- Section 1.7 entitled "Warranty" is hereby deleted in its entirety.
- Section 5.4 entitled "Performance Bond" is hereby deleted in its entirety.
- Section 7.7 entitled "Liquidated Damages" is hereby deleted in its entirety.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks and the following rates:

TASK DESCRIPTION	PROJECT MANAGER ERNEST PEREA	PRINCIPAL PLANNER TRAYCI NELSON	SUB- CONSULTANTS	TOTAL
	\$140/HOUR	\$110/HOUR	FLAT RATE	
Overall Project Management	\$8,400.00	\$3,520.00	N/A	\$11,920.00
Project Initiation	\$2,800.00	\$1,760.00	N/A	\$4,560.00
Specific Plan Processing	\$2,240.00	\$660.00	N/A	\$2,900.00
Environmental Impact Report Processing	\$16,800.00	\$2,200.00	**\$3,000.00	\$22,000.00
GPA / ZC / TTM / DA Processing	\$5,600.00	\$6,600.00	N/A	\$12,200.00
Public Hearings	\$1,680.00	\$1,320.00	N/A	\$3,000.00
Annexation Processing	\$2,800.00	\$1,100.00	N/A	\$3,900.00
Total Cost (Not To Exceed)	\$40,880.00	\$18,700.00	\$3,000.00	\$60,480.00

**If necessary

II. Payments will be made based upon the satisfactory completion of the task.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

VI. The City will compensate Consultant 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 \$60,480.00, as provided in Section 2.1 of this Agreement.**
- VI. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"

CONTRACTOR BILLING RATES

Classification / Personnel	Hourly Rate
Project Manager – Ernest Perea	\$140.00
Principal Planner – Trayci Nelson	\$110.00
Sub-Consultants	
Kevin Carr, KPC Environmental	\$100.00
George Writes, Biologist	\$100.00
Jean A. Keller, Ph.D., Archaeologist	\$125.00

Notes:

- 1.) Reimbursable direct costs, such as reproduction, supplies, messenger service, long-distance telephone calls, travel, and traffic counts will be billed at cost plus ten percent (10%).
- 2.) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

TASK DESCRIPTION	PERFORMANCE SCHEDULE
A. Planning Project Manager: The Project Manager will be an extension of City staff and will report to the City of Banning Community Development Director. The Project Manager will be an extension of City staff and will report to the City of Banning Community Development Director.	On-going
B. Project Initiation / Background Research: 1.) Project Kick-Off Meeting (1 meeting) 2.) Background research 3.) Issue identification	B.1) To be determined by City. B.2 and B.3) Within 2 weeks after authorization to start work by City.
C. Specific Plan: 1.) Review Draft Specific Plan 2.) Provide Specific Plan comments to applicant 3.) Review Final Specific Plan	C.1 and C.2) Within 2 weeks after submittal of Specific Plan. C.3) Within 2 weeks after re-submittal of Specific Plan by applicant.
D. Environmental Impact Report: 1.) Review & comment on technical studies prepared by applicant and/or EIR Consultant. 2.) Oversee and manage the consultants who will prepare the Draft and Final Environmental Impact Report for the project and making sure that the EIR complies with the various timelines and review process in accordance with CEQA Guidelines including filing of the various notices with the State and the County.	D.1) Within 2 weeks after submittal of technical reports. D.2). On-going per agreement between City and EIR Consultant.

E. General Plan Amendment / Zone Change / Tentative Tract Map: Process & report preparation.	Per City directed timelines to be determined.
F. Development Agreement: Coordinate the preparation of the Development Agreement with the City Attorney's Office.	Per City directed timelines to be determined.
G. Meetings: 1.) Riverside County ALUC (one meeting). 2.) Planning Commission (2 meetings). 3.) City Council (2 meetings). 4.) The Contractor will provide information and/or attend meeting(s) requested by the Community Development Director as the process moves forward. The Contractor is also responsible for answering questions from the public with regard to the project.	G.1) Prior to completion of Draft EIR. G.2) Per City directed timelines. G.3.) Per City directed timelines. G.4) On-going.
H. Annexation: Coordinate application with Riverside County LAFCO on behalf of the City.	H.1) 4 to 6 months after a complete set of application materials have been submitted to the LAFCO office.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A.** Staff reports and all attachments, delivery date to be determined.
- B.** Written comments, memos and letters, delivery date to be determined.
- C.** Public hearing notices, delivery date to be determined.
- D.** Notice of Determination including filing with the State and County Clerk, delivery date to be determined based on the City's direction and California Environmental Quality Act (CEQA) requirements.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

**CITY COUNCIL AGENDA
CONSENT ITEM**

Date: March 24, 2015

TO: City Council

FROM: Alex Diaz, Chief of Police

SUBJECT: Resolution No. 2015-17. Authorize the purchase of nineteen (19) M7 In-Car Computers from Hubb Systems, LLC dba Data911 in the amount of \$65,669.

RECOMMENDATIONS: "Adopt Resolution No. 2015-17 authorizing the purchase of nineteen (19) M7 In-Car Computers with installation accessories and two (2) backup hard drives from Hubb Systems, LLC dba Data911 in an amount not to exceed \$65,669.00"

JUSTIFICATION: The requested computers will be used to replace existing in-car computers that are between six and seven years old and still using the Windows XP operating system.

BACKGROUND: On April 8, 2014, Microsoft ended its support for Windows XP, which is the current operating system for the department's in-car-computers. As a result, previously provided security patches are no longer available for the computers making them susceptible to viruses, which over time will make the computers operating systems unstable and unusable for department use. Due to the age and configuration of the computers they are not capable of being upgraded to the Windows 7 operating system or higher. Additionally, the current XP based systems cannot support upgrades for air card devices and law enforcement related software applications that are Windows 7 based or higher.

Based on the need to upgrade the in-car computers, staff members of the Banning Police Department explored several options to replace the current computers. These options included testing tablets, ruggedized laptop computers, and all-in one CPU devices using the Windows 7 operating system with configurations capable of supporting operating system upgrades over the next five to six years.

During the testing process it was determined the dimensions of tablet screens would not properly support the Department's Record Management System (RMS) software and was unusable for the department needs. Both the ruggedized laptop and all-in-one computers were found to support the RMS screen views and software. However, implementation of these computers would require new vehicle mounting systems at an expense beyond what the computers would cost. The estimated cost for just the ruggedized laptop computers was approximately \$105,000 and \$98,000 for the all-in-one computers.

Based on the estimates, Banning Police Department Staff contacted Data911 who is the vendor of the current in-car computers. Data911 suggested the department only upgrade the in-car computers mainframes without replacing the monitors and keyboards, which are compatible with

the new M7 mainframe. Subsequently, the in-car computer mounting systems would not require replacement; as the change is an upgrade of the current system and not an entire replacement. The Data911 M7 mainframe uses the Window 7 operating system and is configured to handle upgrades to the system for the next five to six years. The cost of the M7 mainframe upgrade, with installation accessories and two back-up hard drives, is estimated to be \$65,669.00. It should be noted, the current Data911 computers have continued to function well beyond the industry standard of three to four years, which is a clear indication of the product quality Data911 provides and a good indicator of what the Banning Police Department can expect in the way of life expectancy for the new M7 mainframes.

Hubb Systems, LLS dba Data911 is able to offer the proposed pricing through the California Multiple Award Schedule (CMAS) under CMAS Contract No. 3-08-70-2549A, Supplement 1, currently in place from December 10, 2013 through June 30, 2018. The pricing structure under the CMAS contract is based on the current U.S. General Services Administration (GSA) Schedule for Hubb Systems, LLS dba Data911, under GSA Base Contract No. GS-35F-0259U. California Public Contract Code Sections 10298 and 10299 authorize local government agencies to use CMAS contracts for purchasing without competitive bidding. Subsequently, an official bid process is not required to process this purchase request. Copies of the noted CMAS and GSA contracts have been included with this approval request.

FISCAL DATA: The funding for the purchase of the computers, installation accessories, and back-up hard drives is currently available through Supplemental Law Enforcement Services Allocation (SLESA) Grant Funds and would not require any general funds. Because of previous City Council Approved Resolutions, involving SLESA Grant Funds, approving and appropriating SLESA Grant Funds for this purchase request is not necessary.

RECOMMEND BY:



Alejandro Diaz
Chief of Police



Dean Martin
Interim Administrative
Services Director

APPROVED BY:



James E. Smith
Interim City Manager

RESOLUTION NO. 2015-17

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE PURCHASE OF NINETEEN (19) DATA911 M7 IN-CAR CPUs WITH INSTALLATION ACCESSORIES AND TWO (2) BACK-UP HARD DRIVES IN THE AMOUNT OF \$65,669.

WHEREAS, the City of Banning Police Department is responsible for the security and safety of the Citizens of the City; and

WHEREAS, grants provided by the State and Federal monies assist in supplementing these services,

WHEREAS, the grant funds will provide the Banning Police Department with updated technology, equipment, and service capabilities;

WHEREAS, there is a need to replace all of the current in-car computers.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning authorizes the Banning Police Department to purchase nineteen (19) M7 In-Car Computers, with installation accessories and two (2) backup hard drives, from Hubb Systems, LLC dba Data911 in an amount not to exceed \$65,669.00, under CMAS Contract No. 3-08-70-2549A, Supplement 1, with Supplemental Law Enforcement Services Allocation (SLESA) Grant Funds. The Finance Department is authorized to make the necessary budget adjustments related to this purchase.

PASSED, APPROVED, AND ADOPTED this 24th day of March, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

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

162

CERTIFICATION:

I, Marie A Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-17 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March, 2015, by the following to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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



2021 Challenger Dr.
Alameda, Ca. 94501

Quote Number:	107665
Printed Date:	12 Mar 2015
Ship Method:	
Assigned To:	Michael Mattal

Invoice to:

Lt. Phil Holder
Banning Police Dept (CA)
P.O. Box 998
Banning CA 92220
United States

Deliver to:

Lt. Phil Holder
Banning Police Dept (CA)
United States

Qty	Part Number	Item Description	Unit Price	Ext Price
19	3868.75	M7 CPU; Core i7 Processor, 8GB RAM, 24 Month Warranty	\$3,062.9700	\$58,196.43
		CMAS P/N: D9-01-M7-CI722G-8G-64c (INDV)		
		GSA or CMAS Contract No. must be referenced on PO to receive 24 month warranty.		
		CMAS Contract No.: 3-08-70-2549-A		
		CPU mounting brackets to be provided:		
		1 Universal for Tahoe		
		1 FIU glove box (see line item below)		
		17 CV glove box (see line item below)		
		Expansion: None Storage: 64GB SSD Operating System: Windows 7 (64 BIT) Mount: Universal Mount		
19	MA10558	M7 LVDS Upgrade Kit	\$60.4500	\$1,148.55
		CMAS P/N: D9-09-0023		
1	MT10554	Upgrade from universal M7 CPU mounting kit to Ford Interceptor Utility (FIU) Glove Box Mounting Kit.	\$89.3000	\$89.30
		Open Market Item		
17	MT10553	Substitute universal M7 CPU mounting kit for Crown Vic glove box mounting kit.	\$0.0000	\$0.00
		Open Market Item		
		(no additional charge)		
19	CA10365	Cable, Power Input, w/ Ferrites, M7	\$34.9600	\$664.24
		Open Market Item		
2	DR10514	SSD, SATA, 64GB, Virtium VSFA25RI064G-300 (spare hard drive-will be mounted on carrier prior to shipment)	\$248.0000	\$496.00
		CMAS P/N: D9-09-0038		
2	MA10550	SATA Carrier & Door Sub-Assembly	\$32.2400	\$64.48
		CMAS P/N: BA-01-6003		
1	PR10352	M7 AC/DC Power Converter	\$145.0900	\$145.09
		CMAS P/N: D9-09-0028		
19.0000	SH00004	Shipping	\$0.0000	\$0.00
		CMAS Contract No. 3-08-70-2549-A must be referenced on PO to receive free shipping.		
		For Product: CPU Method: Ground		

Subtotal

\$60,804.09

164

USA: CA; Riverside County @	\$4,864.33
8%	
Not rated @ 0%	\$0.00
<hr/>	
Total	\$65,668.42
<hr/>	
Paid to date	\$0.00

Rennit Purchase Order To:

Data911

2021 Challenger Dr.

Alameda, Ca. 94501

sales@data911.com

F: (510) 865-9090

Pricing subject to prepayment or credit approval



December 10, 2013

Mr. Doug Mosby
Data911
2021 Challenger Dr.
Alameda, CA 94501

Subject: RENEWAL of Data911's California Multiple Award Schedule (CMAS)

CMAS Contract No.: 3-08-70-2549A, SUPPLEMENT NO. 1
CMAS Contract Term: December 10, 2013 through June 30, 2018
Base GSA Schedule No.: GS-35F-0259U

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) contract for the term identified above. The contract has been awarded the same contract number as the original CMAS contract. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: 1) this acceptance letter, 2) CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), 3) CMAS terms and conditions, 4) Federal GSA terms and conditions, and 5) product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

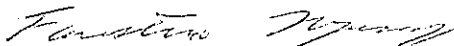
To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.


It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q4-2013 (OCT-DEC)
DUE BY JAN 15, 2014.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to www.dgs.ca.gov/pd/Home/FormsResourcesLibrary.aspx, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4394. Thank you for your continued cooperation and support of the CMAS Program.



 FAUSTINO MARQUEZ, Program Analyst
California Multiple Award Schedules Unit

State of California
MULTIPLE AWARD SCHEDULE
Hubb Systems LLC dba
Data911

CONTRACT NUMBER:	3-08-70-2549A
SUPPLEMENT NO.:	1
CMAS CONTRACT TERM:	12/10/2013 through 6/30/2018
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0259U
BASE SCHEDULE HOLDER:	Hubb Systems LLC

This contract provides for the purchase and warranty of hardware and software. (See page 2 for the specific brands, and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 6-30-2018. In addition, this supplement replaces in its entirety Data911's existing California Multiple Award Schedule (CMAS) that expired on 6-30-2013. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Faustino Marquez
Effective Date: **12/10/2013**
FAUSTINO MARQUEZ, Program Analyst, California Multiple Award Schedules Unit

167

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-8 Purchase of New Equipment

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION
Laptop/Portable/Notebook Computers

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

Hubb Systems, LLC dba Data911 2021 Challenger Dr. Alameda, CA 94501 510-865-9100 http://www.data911.com
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Contract Number: GS-35F-0259U

Period Covered by Contract: March 03, 2008 through March 02, 2018

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # 5, dated 11/12/2013.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

TABLE OF CONTENTS

Information for Ordering Activities	3
Terms and Conditions for SIN 132-8	10
Best Value Blanket Purchasing Agreements (BPS's)	12
Basic Guidelines for using "Contractor Team Agreements"	15
Information Technology Schedule Pricelist – GSA Pricing	16

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering and Payments:

**Hubb Systems, LLC
2021 Challenger Dr.
Alameda, CA 94501**

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Phone: 510-865-9100 FAX: 510-865-9090

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract

Block 16: Data Universal Numbering System (DUNS) Number: 13-160-3607

Block 30: Type of Contractor: B. Other Small Business

Block 31: Woman-Owned Small Business - No

Block 37: Contractor's Taxpayer Identification Number (TIN): 94-3413053

4a. CAGE Code: 3BCU9

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-8

30 Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: NONE

b. Quantity: NONE

c. Dollar Volume: NONE

d. Other Special Discounts (i.e. Government Education Discounts, etc.): NONE

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

171

10. **Small Requirements:** The minimum dollar of orders to be issued is \$100.00

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 **FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. **CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

(a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT APPLICABLE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes X

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): <http://Data911.com>

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW
EQUIPMENT(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule: Installation is not offered. Ordering activity may procure installation services from the open market, or opt for self-installation.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was

discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Length of standard warranty identified on the price list per product line.

Services provided are limited to, during the term of this contract, Data911's repair or replacement, at Data911's discretion, of any part or component, which prohibits the proper and normal operation of the Data911 equipment purchased. Maintenance services include, but are not limited to, all parts and/or labor required to identify the failure and to repair the equipment to guarantee proper working condition of the product returned.

Return Material Authorization Procedure

Upon determination that a hardware failure has occurred the client will contact Data911 by telephone at (510) 865-9100 ext. 125 to obtain a Return Material Authorization number. A qualified Data911 technician will provide initial telephone consultation to assist the client in problem analysis and determination, as some problems may be in other layers of the system and therefore will not require the return of a unit. Equipment is to be removed and returned to the factory, shipping prepaid by Client. Prior to equipment shipment, Client is to call Data911 for a Return Material Authorization (RMA) number. The RMA number is to be clearly marked on shipping label or shipping container. The unit will be repaired and shipped by Data911 back to Client via ground shipping service within 10 business days of receipt. Client is to pay for any expedited return shipping service.

Parts and Labor Availability

Data911 will guarantee that for a period of ten years from the time of purchase of new equipment, availability of parts and labor. If parts become unavailable within the ten-year period, Data911 will replace the obsolete equipment to equivalent functionality at no additional charge.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Hubb Systems, LLC, 2021 Challenger Dr. Alameda, CA 94501

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

Page 12 of 15

179

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

Data911 GSA Pricelist

GS-35F-0259U

M7 SYSTEMS

Part #	Description	GSA Price w/IFF	Warranty	Origin	SIN
D9-01-M7-C1722G-8G-64c (SYS)	M7 SYSTEM Core i7 2.2Ghz, 8GB RAM, 64/50GB SSD, w 12.1" HIGH-BRIGHT DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,638.29	48 months	USA	132-8
D9-01-M7-C1722G-8G-128c (SYS)	M7 SYSTEM Core i7 2.2Ghz, 8GB RAM, 128/100GB SSD, w 12.1" HIGH-BRIGHT DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,799.50	48 months	USA	132-8
D9-01-M7-C1722G-8G-256c (SYS)	M7 SYSTEM, Core i7 2.2Ghz, 8GB RAM, 256/200 SSD, w 12.1" HIGH-BRIGHT DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$6,138.04	48 months	USA	132-8
D9-01-M7-C2D18G-2G-80-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 2GB RAM, 80GB HDD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,638.29	48 months	USA	132-8
D9-01-M7-C2D18G-4G-80-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 4GB RAM, 80GB HDD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,759.19	48 months	USA	132-8
D9-01-M7-C2D18G-8G-80-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 8GB RAM, 80GB HDD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$6,037.28	48 months	USA	132-8
D9-01-M7-C2D18G-2G-200-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 2GB RAM, 200GB HDD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,872.04	48 months	USA	132-8
D9-01-M7-C2D18G-4G-200-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 4GB RAM, 200GB HDD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,992.95	48 months	USA	132-8
D9-01-M7-C2D18G-8G-200-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 8GB RAM, 200GB HDD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$6,271.03	48 months	USA	132-8
D9-01-M7-C2D18G-2G-64-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 2GB RAM, 64/50 SSD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,718.89	48 months	USA	132-8
D9-01-M7-C2D18G-4G-64-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 4GB RAM, 64/50 SSD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,839.80	48 months	USA	132-8
D9-01-M7-C2D18G-8G-64-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 8GB RAM, 64/50 SSD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$6,001.01	48 months	USA	132-8
D9-01-M7-C2D18G-2G-128-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 2GB RAM, 128/100 SSD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,799.50	48 months	USA	132-8
D9-01-M7-C2D18G-4G-128-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 4GB RAM, 128/100 SSD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,920.40	48 months	USA	132-8
D9-01-M7-C2D18G-8G-128-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 8GB RAM, 128/100 SSD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$6,081.61	48 months	USA	132-8

M7 CPUS

Part #	Description	GSA Price w/IFF	Warranty	Origin	SIN
D9-01-M7-C1722G-8G-64c (INDV)	M7 CPU Core i7 2.2Ghz, 8GB RAM, 64/50GB SSD, 24 Month Factory Warranty	\$3,062.97	24 months	USA	132-8

Data911 GSA Pricelist

GS-35F-0259U

D9-01-M7-C1722G-8G-128c (INDV)	M7 CPU Core i7 2.2Ghz, 8GB RAM,128/100GB SSD, 24 Month Factory Warranty	\$3,224.18	24 months	USA	132-8
D9-01-M7-C1722G-8G-256c (INDV)	M7 CPU, Core i7 2.2Ghz, 8GB RAM, 256/200 SSD, 24 Month Factory Warranty	\$3,562.72	24 months	USA	132-8
D9-01-M7-C2D18G-2G-80-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 2GB RAM, 80GB HDD, 24 Month Factory Warranty	\$3,017.83	24 months	USA	132-8
D9-01-M7-C2D18G-4G-80-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 4GB RAM, 80GB HDD, 24 Month Factory Warranty	\$3,138.74	24 months	USA	132-8
D9-01-M7-C2D18G-8G-80-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 8GB RAM, 80GB HDD, 24 Month Factory Warranty	\$3,416.83	24 months	USA	132-8
D9-01-M7-C2D18G-2G-200-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 2GB RAM, 200GB HDD, 24 Month Factory Warranty	\$3,251.59	24 months	USA	132-8
D9-01-M7-C2D18G-4G-200-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 4GB RAM, 200GB HDD, 24 Month Factory Warranty	\$3,372.49	24 months	USA	132-8
D9-01-M7-C2D18G-8G-200-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 8GB RAM, 200GB HDD, 24 Month Factory Warranty	\$3,650.58	24 months	USA	132-8
D9-01-M7-C2D18G-2G-64-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 2GB RAM, 64/50 SSD, 24 Month Factory Warranty	\$3,098.44	24 months	USA	132-8
D9-01-M7-C2D18G-4G-64-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 4GB RAM, 64/50 SSD, 24 Month Factory Warranty	\$3,219.35	24 months	USA	132-8
D9-01-M7-C2D18G-8G-64-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 8GB RAM, 64/50 SSD, 24 Month Factory Warranty	\$3,380.55	24 months	USA	132-8
D9-01-M7-C2D18G-2G-128-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 2GB RAM, 128/100 SSD, 24 Month Factory Warranty	\$3,179.04	24 months	USA	132-8
D9-01-M7-C2D18G-4G-128-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 4GB RAM, 128/100 SSD, 24 Month Factory Warranty	\$3,299.95	24 months	USA	132-8
D9-01-M7-C2D18G-8G-128-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 8GB RAM, 128/100 SSD, 24 Month Factory Warranty	\$3,461.16	24 months	USA	132-8

M7 Options

Part #	Description	GSA Price w/IFF	Warranty	Origin	SIN
D9-09-0024	M7 Internal GPS	\$88.66	1 yr	USA	132-8
D9-09-0016	M7 Internal WIFI	\$76.57	1 yr	USA	132-8
D9-09-0026	M7 Internal Broadband (AT&T GSM)	\$193.45	1 yr	USA	132-8
D9-09-0031	M7 Internal Broadband (Sprint CDMA, others TBD)	\$193.45	1 yr	USA	132-8
D9-09-0023	M7 LVDS Expansion (CPU upgrade to allow for M6 Display Compatibility)	\$60.45	1 yr	USA	132-8
CA-M7-9999B (SYS)	M7 System Extended Cable (uplift from standard cables)	\$38.69	1 yr	USA	132-8
D9-03-0014 (SYS)	Sealed Back-Lit Keyboard w/touchpad (System Uplift from Std Keyboard)	\$80.60	1 yr	USA	132-8
D9-02-M7-10400L (SYS)	M7 System 10.4inch XGA Display Option	\$0.00	1 yr	USA	132-8

Data911 GSA Pricelist

GS-35F-0259U

D9-02-M7-1500C (SYS)	M7 System 15inch XGA Display Option	\$318.39	1 yr	USA	132-8
D9-D2-M7-1210CL	M7 System Second 12.1 inch Display Kit; CPU LVDS expansion port, power adapter cable, LVDS display cables, 12.1" LVDS display (Standard Length Cables)	\$1,608.06	1 yr	USA	132-8
D9-D2-M7-1500C	M7 System Second 15 inch Display Kit; CPU LVDS expansion port, LVDS display and power cables, 15" LVDS display (Standard Length Cables)	\$1,930.48	1 yr	USA	132-8
MA7021	M7 CPU Extended Warranty (per Year)	\$128.16	1 yr	USA	132-8
MA7031	M7 Display Extended Warranty (per Year)	\$128.16	1 yr	USA	132-8
MA7001	M7 System Extended Warranty (per Year)	\$239.40	1 yr	USA	132-8
MAARM1	M7 Advance Replacement Service (per Year)	\$120.91	1 yr	USA	132-8

M7 Peripherals

Part #	Description	GSA Price w/IFF	Warranty	Origin	SIN
D9-02-M7-1040OL	M7 Display, 10.4inch XGA, 12 month Factory Warranty	\$1,608.06	1 yr	USA	132-8
D9-02-M7-1210CL	M7 Display, 12.1inch XGA, 12 month Factory Warranty	\$1,608.06	1 yr	USA	132-8
D9-02-M7-1500C	M7 Display, 15inch XGA, 12 month Factory Warranty	\$1,930.48	1 yr	USA	132-8
D9-03-0008	Standard Full-Travel Back-Lit Keyboard w/touchpad	\$237.78	1 yr	USA	132-8
D9-03-0014	Sealed Back-Lit Keyboard w/touchpad	\$318.39	1 yr	USA	132-8
D9-LTI-M6-1210CL	M6LTI Laptop Interface Package; Includes 12.1inch XGA LVDS Display, Cables, & Keyboard, 36 Month Factory Warranty (Standard Length Cables)	\$2,011.08	1 yr	USA	132-8
D9-09-0010-80	M6/M7 80GB Spare Removable HDD	\$241.01	1 yr	USA	132-8
D9-09-0010-200	M6/M7 200GB Spare Removable HDD	\$402.22	1 yr	USA	132-8
HD-01-0028	M6/M7 80GB Rotating HDD (Drive Only)	\$224.89	1 yr	USA	132-8
HD-01-0036	M6/M7 200GB Rotating HDD (Drive Only)	\$386.10	1 yr	USA	132-8
HD-01-0038	M6/M7 64/50GB SSD (Drive Only)	\$265.19	1 yr	USA	132-8
HD-01-0037	M6/M7 128/100GB SSD (Drive Only)	\$345.79	1 yr	USA	132-8
HD-01-0039	M6/M7 256/200GB SSD (Drive Only)	\$587.61	1 yr	USA	132-8
BA-01-6003	M6/M7 Drive Carrier (for HDD/SSD)	\$32.24	1 yr	USA	132-8
CA-M7-9999A (INDV)	M7 System Standard Cable Kit (2m DVI, USB Power, Audio, and 6m Power Input)	\$80.60	1 yr	USA	132-8
CA-M7-9999B (INDV)	M7 System Extended Cable Kit (6m DVI, USB Power, Audio, and Power Input)	\$119.29	1 yr	USA	132-8
D9-04-0013	Y-Mouse for USB Adapter	\$79.80	1 yr	USA	132-8
D9-09-0030-32	Hard-Drive Imaging Kit for M7; 32GB USB Drive, Clonezilla	\$200.71	1 yr	USA	132-8
D9-09-0005	Petax PocketJet IV Thermal Printer Package	\$275.67	1 yr	USA	132-8
D9-09-0028	M7 AC/DC Power Converter	\$145.09	1 yr	USA	132-8

Legacy M6 Components

Data911 GSA Pricelist

GS-35F-0259U

<u>Part #</u>	<u>Description</u>	<u>GSA Price w/IFF</u>	<u>Warranty</u>	<u>Origin</u>	<u>SIN</u>
D9-02-M6-1040OL	M6 LVDS Color Display - 10.4" XGA	\$1,608.06	1 yr	USA	132-8
D9-02-M6-1210CL	M6 LVDS Color Display - 12.1" XGA	\$1,608.06	1 yr	USA	132-8
D9-02-M6-0840TL	M6 LVDS Color Display - 8.4" SVGA	\$1,608.06	1 yr	USA	132-8
D9-02-M6-1500S	M6 LVDS Color Display - 15" XGA	\$1,930.48	1 yr	USA	132-8
D9-04-0009	M6 Display Replacement Touch Pen	\$128.97	1 yr	USA	132-8
CA-M6-9999A	M6 Standard Cable Kit (2m Power input, LVDS, Display Power, & Audio)	\$128.16	1 yr	USA	132-8
CA-M6-9999B	M6 Extended Cable Kit (6m Power input, LVDS, Display Power, & Audio)	\$208.77	1 yr	USA	132-8
D9-09-0011	M6 GPS Field Upgrade Kit	\$96.73	1 yr	USA	132-8
D9-09-0016	M6 / M7 Internal WIFI	\$76.57	1 yr	USA	132-8
D9-09-0007	M6 USB Strain Relief	\$8.06	1 yr	USA	132-8
D9-09-0008-32	Hard-Drive Imaging Kit for M6; 32GB USB Drive, Norton Ghost	\$200.71	1 yr	USA	132-8

Digital Video / License Plate Recognition

<u>Part #</u>	<u>Description</u>	<u>GSA Price w/IFF</u>	<u>Warranty</u>	<u>Origin</u>	<u>SIN</u>
D9-DV-MDVrii	MDVrii Tethered Digital Video System; Control Module, EX11D 10x Optical Zoom Video Camera, Self Syncing Wireless Microphone, 8GB CF Card, Windshield Camera Mount, Rear (prisoner) Camera, Cables, Client Software. 36 Months of Hardware Warranty (Excluding Mic & Cradle).	\$4,026.20	36 months	USA	132-8
D9-DV-LPR	LPR License Plate Recognition Base Software Package. Uses MDVrii Front facing camera (EX20D required). Requires D9-DV-MDVrii.	\$3,586.90	1 yr	USA	132-8
D9-DV-LPRD	LPR two Camera Add on Package. Includes EX20D Front facing camera, rear side-facing camera (choose internal or exterior mounted), switchbox, cables, camera mounts, 12 months of hardware warranty. Requires D9-DV-LPR.	\$1,608.06	1 yr	USA	132-8
D9-12-2008	Wireless Mic Desktop Charger	\$79.80	1 yr	USA	132-8
D9-12-2004	Wireless Mic	\$201.51	1 yr	USA	132-8
D9-12-2005	Wireless Mic in-car Cradle	\$201.51	1 yr	USA	132-8
D9-12-2012	EX20D Front Camera Upgrade	\$201.51	1 yr	USA	132-8
D9-DV-STR	Digital Video Streaming. One time charge. Support and maintenance for this feature is covered under the standard Mobilivid/Vidnet program (price is per vehicle)	\$159.60	1 yr	USA	132-8
CRTHDW	Prisoner Cam Delete. Credit available to customers that choose not to receive the rear facing (prisoner) MDV camera.	-\$137.03	1 yr	USA	132-8
D9-12-2013	Replacement Camera EX11D	\$479.60	1 yr	USA	132-8
D9-12-2012	Replacement Camera EX20D	\$802.02	1 yr	USA	132-8
D9-12-2020	Replacement Camera, Rear/Prisoner	\$201.51	1 yr	USA	132-8
D9-12-2006	Replacement/Spare Lapel Mic	\$20.15	1 yr	USA	132-8

186

Data911 GSA Pricelist

GS-35F-0259U

D9-04-0043
D9-04-0044

Replacement/Spare Flash Card, 8GB
Replacement/Spare Flash Card, 16GB

\$64.48 1 yr USA 132-8
\$96.73 1 yr USA 132-8

Mounts

Part #	Description	GSA Price w/IFF	Warranty	Origin	SIN
D9-08-0021	Desktop Mount for 8.4" Display	\$160.40	1 yr	USA	132-8
D9-08-0022	Desktop Mount for 12.1" Display	\$160.40	1 yr	USA	132-8
D9-08-0023	Desktop Mount for 15" Display	\$160.40	1 yr	USA	132-8
D9-08-7001	M7 CPU Mount / Blower, Crown Victoria	\$103.98	1 yr	USA	132-8
D9-08-7002	M7 CPU Mount / Blower, Universal	\$103.98	1 yr	USA	132-8
D9-08-6003	M6 CPU Mount / Blower Kit, Crown Victoria	\$103.98	1 yr	USA	132-8
D9-08-6004	M6 CPU Mount / Blower Kit, Universal	\$103.98	1 yr	USA	132-8
D9-05-1001	Trunk Fan Assembly	\$79.80	1 yr	USA	132-8
D9-08-0024	One-Piece Desktop Mount for 12.1" Display	\$63.68	1 yr	USA	132-8
D9-08-2011	Ford Crown Victoria Display mount for M6/M5	\$79.80	1 yr	USA	132-8
D9-08-2012	Ford Crown Victoria Radio Relo kit & kb shelf for M6/M5	\$79.80	1 yr	USA	132-8
D9-08-2013	Ford Crown Victoria full mount kit for M6/M5	\$160.40	1 yr	USA	132-8
D9-08-2009	Pedestal Mount w Adjustable secure keyboard tray for 15" Display (Requires Baseplate)	\$321.61	1 yr	USA	132-8
D9-08-2005	Keyboard pedestal mount (Requires Baseplate)	\$281.31	1 yr	USA	132-8
D9-09-0020	M6 Universal to Glovebox Blower Mount Kit	\$20.15	1 yr	USA	132-8
D9-09-0021	M7 Glovebox to Universal Blower Mount Kit	\$20.15	1 yr	USA	132-8

Antennas

Part #	Description	GSA Price w/IFF	Warranty	Origin	SIN
D9-04-0020-B	GPS antenna, surface mount, black, 10 ft.	\$54.01	1 yr	USA	132-8
D9-04-0020-W	GPS antenna, surface mount, white, 10 ft.	\$54.01	1 yr	USA	132-8
D9-04-0025-A	802.11g modem/antenna, adhesive surface mount (USB), white	\$200.71	1 yr	USA	132-8
D9-04-0025-M	802.11g modem/antenna, magnetic surface mount (USB), white	\$200.71	1 yr	USA	132-8
D9-04-0026-B	GPS antenna, magnetic mount, SMA connector, black, 10 ft.	\$31.44	1 yr	USA	132-8
D9-04-0026-W	GPS antenna, magnetic mount, SMA connector, white, 10 ft.	\$31.44	1 yr	USA	132-8
D9-04-0028-A	802.11g modem/antenna, adhesive surface mount (USB), black	\$200.71	1 yr	USA	132-8
D9-04-0028-M	802.11g modem/antenna, magnetic surface mount (USB), black	\$200.71	1 yr	USA	132-8
D9-04-0053-W	WiFi antenna, dual element, mag mount, white, 16 ft.	\$125.74	1 yr	USA	132-8
D9-04-0056-W	GPS / WIFI combo antenna, 3-wire, mag mount, white, 16 ft.	\$153.95	1 yr	USA	132-8
D9-04-0041	802.11g antenna, knuckle type, adjustable, black	\$16.93	1 yr	USA	132-8

187

CITY COUNCIL AGENDA

DATE: March 24, 2015

TO: City Council

FROM: Oliver Mujica, Contract Planner

SUBJECT: Resolution No. 2015-18 Approving the First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC to Provide Federal Legislative Advocacy (Lobbying) and Governmental Affairs Services

RECOMMENDATION: That the City Council:

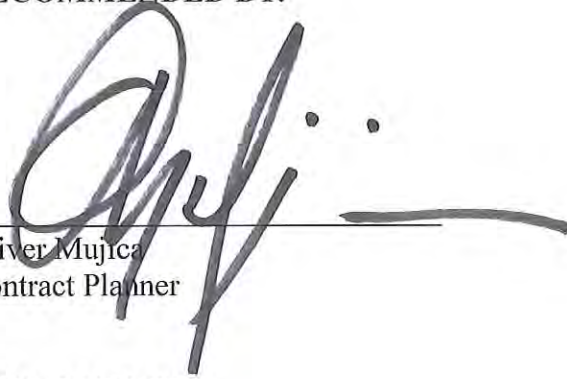
- I. Adopt Resolution No. 2015-18 approving the First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC for Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services; and
- II. Authorize the Interim City Manager to execute the First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC in the form that is approved by the City Attorney; and
- III. Authorize the Interim Administrative Services Director to make necessary budget adjustments for FY 2015.

JUSTIFICATION: The primary focus of a Federal Legislative Advocate is to assist the City with improving its efforts to influence legislation, applying for and receiving competitive grants and other discretionary funding available to the City. In order to continue these services for the City, it is necessary to amend the term of the existing agreement.

BACKGROUND/ANALYSIS: On April 9, 2013, the City Council adopted Resolution No. 2013-40 approving the Contract Services Agreement with Innovative Federal Strategies (IFS) for Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services. Over the course of the past two (2) years, IFS has demonstrated their ability to perform the services of Federal legislative advocacy and consulting for the City of Banning.

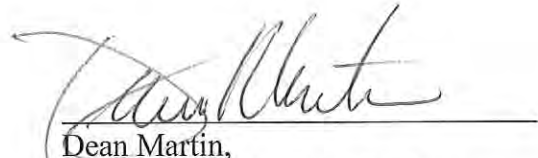
FISCAL DATA: Funding for these services will be paid from the General Fund and Electric Fund. The total fee for services to be provided by Innovative Federal Strategies, LLC is \$3,500.00 per month which equates to \$42,000.00 annually, plus related eligible travel expenses. There is sufficient funding available for the services through the end of the current fiscal year. Budget adjustments will be necessary for the FY16 budget.

RECOMMENDED BY:



Oliver Mujica
Contract Planner

REVIEWED BY:



Dean Martin,
Interim Administrative Services
Director

APPROVED BY:



James E. Smith, Interim City Manager

ATTACHMENTS:

1. Resolution No. 2015-18 approving the First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC for Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services.
2. First Amendment to the Contract Services Agreement by and between the City of Banning, California and Innovative Federal Strategies, LLC.
3. Original Contract Services Agreement between the City of Banning and Innovative Federal Strategies, LLC.

Attachment 1
Resolution No. 2015-18

RESOLUTION NO. 2015-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND INNOVATIVE FEDERAL STRATEGIES, LLC FOR FEDERAL ADVOCACY "LOBBYING" AND GOVERNMENTAL AFFAIRS SERVICES

WHEREAS, on April 9, 2013, the City Council adopted Resolution No. 2013-40 approving the Contract Services Agreement with Innovative Federal Strategies for Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services; and

WHEREAS, the City of Banning desires to continue the Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services of Innovative Federal Strategies, LLC.

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

SECTION 1. The First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC is hereby approved to continue the Federal Advocacy "Lobbying" and Governmental Affairs Services for a term of three (3) years until June 30, 2018.

SECTION 2. The Interim Administrative Services Director is authorized to make the necessary budget adjustments and appropriations, if needed, to implement the contract for FY 2016.

SECTION 3. The Interim City Manager is authorized to execute the contract amendment with Romo Planning Group, Inc. in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2015.

Deborah Franklin, Mayor
City of Banning

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

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

ATTEST:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-18 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 24th day of March, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attachment 2
First Amendment to the Contract Services Agreement

FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF BANNING, CALIFORNIA AND
INNOVATIVE FEDERAL STRATEGIES, LLC

THIS FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT ("First Amendment") by and between the City of Banning ("City") and Innovative Federal Strategies, LLC ("Contractor") is effective as of the 24th day of March 2015.

RECITALS

A. City and Contractor entered into an Agreement for Contract Services ("Agreement") approved by the City Council on April 9, 2013, to provide Federal Legislative Advocacy and Governmental Affairs as fully described in Exhibit "A" of the Agreement entitled Scope of Services.

B. City and Contractor wish to amend the Agreement in accordance with the terms herein.

NOW, THEREFORE, it is hereby agreed that the recitals contained above are incorporated herein by reference and the Agreement is hereby amended as follows:

Section 1. Article 3.5 Term is amended to extend the term of the Agreement for three (3) years until June 30, 2018.

Section 2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contractual Services Agreement.

Section 3. Affirmation of Agreement; Warranty Re: Absence of Defaults. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Section 4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

194

Section 5. Authority. The person(s) executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound

IN WITNESS WHEREOF, City and Contractor have entered into this First Amendment as of the date set forth above.

CITY OF BANNING

By: _____
James E. Smith, Interim City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP

By: _____
David J. Aleshere, City Attorney

“CONSULTANT”
INNOVATIVE FEDERAL STRATEGIES, LLC

By: _____

Attachment 3
Original Contract Services Agreement

ORIGINAL

**CITY OF BANNING
CONTRACT SERVICES AGREEMENT FOR
FEDERAL LEGISLATIVE ADVOCACY (LOBBYING) SERVICES**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 1st day of May, 2013, by and between the CITY OF BANNING, a California municipal corporation herein ("City") and INNOVATIVE FEDERAL STRATEGIES, LLC (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 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 the Agreement.

1.4 Warranty. 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. Contractor warrants all work under the Agreement 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 nonconformance 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. The 1-year warranty may be waived in Exhibit "A" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contracted monthly retainer amount of \$3,500; \$42,000 annually ("Contract Sum").

2.2 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 Administrative Services Director. 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, 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.

2.3 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 Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Additionally, any travel and other extraordinary expenses shall be approved in writing by the Contract Officer.

2.4 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. Contractor shall determine the applicable prevailing rates and 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. The provisions of this Section may be waived in Exhibit "A" if inapplicable to the services provided hereunder.

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 "C" 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 thirty (30) 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 City, 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 forty 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, Article 5, pertaining to indemnification and insurance, respectively.

3.5 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding sixty (60) days from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "C").

4. COORDINATION OF WORK

4.1 Representative of Contractor. Letitia White or Heather McNatt Hennessey are hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Andrew J. Takata, City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer"). The Chief Administrative Officer of the City shall have the right to designate another Contract Officer by providing written notice to Contractor

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

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. Contractor shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

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 either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

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 this 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

The insurance 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 City Manager or other designee of the City due to unique circumstances.

5.2 Indemnification. To the full extent provided by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (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 or services of Contractor, its officers, agents, employees, subcontractors, or invitees, provided for herein ("indemnitors"), or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the negligence or willful misconduct of the City indemnitees.

5.3 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.

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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

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 or as the Contract Officer shall require.

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 County, State of California.

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, 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. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 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. 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

7.4 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 City, except that where termination is due to the fault of the City, 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. 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, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "B". 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.

7.5 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.

8. MISCELLANEOUS

8.1 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 ensure 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

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, at City of Banning City Hall, 6330 Pine Avenue, Banning, California 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

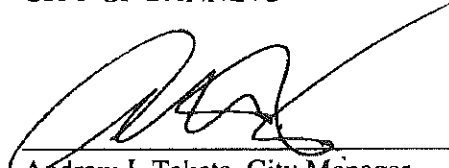
8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment

8.8 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY.

CITY OF BANNING



Andrew J. Takata, City Manager

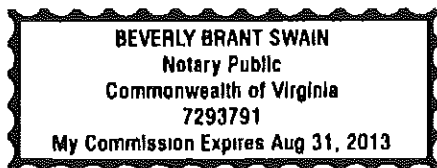
ATTEST:



Marie A. Calderon, City Clerk

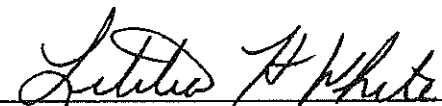
APPROVED AS TO FORM
AND LEGAL CONSENT


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



Beverly Brant Swain
April 18, 2013

CONTRACTOR:


By: _____
Name: Letitia H. White
Title: Partner

By: 
Name: Heather Hennessey
Title: Partner

Address: _____

Two signatures are required if a corporation

NOTE: CONTRACTOR'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 CONTRACTOR'S BUSINESS ENTITY.

[END OF SIGNATURES]

EXHIBIT "A"
SCOPE OF SERVICES

Professional services will include, but are not limited to, the following:

Grant Solicitations/Management – Consultant will work with the City to identify and apply for grant solicitations announced by Federal agencies. Consultant will regularly scrutinize federal grants available, and maintain constant communication with federal agency staff to uncover other opportunities to significantly benefit the City.

Consultant will also provide Federal Weekly Updates to the City containing the latest grant postings for review and evaluation, and consultant with the City in preparing grant applications, draft letters of support for Congressional offices and implement follow-up strategies.

Consultant will follow up on the outcome of grant applications and recommend strategies for preparing to understand the agency requirements prior to the next grant cycle.

Monitoring – Consultant shall serve as a reliable and consistent conduit of information to and from the congressional delegation, other members of Congress, congressional committees, congressional staff, and federal agencies, monitor and provide regular reports, both orally and in writing, on current legislation, the federal budget process, or any congressional events that may directly or indirectly impact the City. Firm should work closely with the city council or city manager to assist in developing the City's legislative priorities and identifying current needs. Frequent contact should be made with Members of Congress and staff, as well as Committee and federal agency staff on matters concerning the development of future legislation and regulations impacting the City of Banning. Said contact shall keep policy makers aware of the potential effect of specific legislation and regulations relative to the City of Banning's interests.

Bill Tracking Service - Firm should obtain and monitor all bills, resolutions, files, journals, histories, etc. As such, copies of all bills and amendments that are determined to have an impact on the legislative and regulatory interests of the agency should be forwarded to the City of Banning.

Regular Bill List – Once legislative positions are established by the City, required actions should be logged into the Consultant's computer bill tracking system and updated on a regular basis.

Special Projects Facilitation - Contractor should be a special project facilitator for the City of Banning before federal agencies on funding matters and to develop project guidelines, policy and resolution statements. Assist the City of Banning with strategic communication or crisis response, if needed, relative to the City's federal affairs activities.

EXHIBIT "A"
SCOPE OF SERVICES
(continued)

Legislative Advocacy - The City of Banning's position on key House and Senate action shall be transmitted to Members of Congress and staff, as well as Committee and federal agencies (as appropriate) and other interest groups. This should be accomplished through personal discussions with congressional delegation, committee consultants and agency representatives, direct lobbying of legislators, meeting with federal agencies and other interest groups represented at the Congressional level, testifying at appropriate congressional policy and fiscal committees and agency hearings, orchestrating statements of legislators before the House/Senate, prepare and send letters notifying appropriate officials and agencies of the City of Banning's position and drafting announcements. Design and implement a strategy, in consultation with City of Banning staff that raises the consciousness and awareness of issues relating to the City of Banning with congressional leaders and broadens and improves direct communication of City officials with the House and Senate Leadership.

Coordination of Legislative/Regulatory Efforts - Contractor will work with the City of Banning in the coordination of a legislative/regulatory program, which includes the development of legislative/regulatory positions and platforms as well as drafting proposed legislation when appropriate. The firm should strive to coordinate the City's perspective with other associates as appropriate. Design and implement a strategy, in consultation with City of Banning staff that raises the consciousness and awareness of issues relating to the City of Banning with congressional leaders and broadens and improves direct communication of City officials with the House and Senate leadership

Establish an Active Presence - Contractor should actively establish a strong identity and presence in Washington, DC on behalf of the City of Banning. This effort should be reinforced by day-to-day involvement in the political, regulatory and congressional actions on behalf of this organization. Additionally, on-site visits to the City of Banning shall be made upon reasonable notice and request to Consultant along with a presentation to the City Council and to confer with City officials regarding federal issues as requested

Federal Budget Issues - Focus efforts of supporting the City's appropriations requests and legislative objectives during the final phases of Congressional action on spending and authorization legislation, including coordinating additional meetings with relevant Members of Congress or staff in support of the City's federal objectives (as appropriate).

EXHIBIT "B"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks:

Please refer to the Scope of Services

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 per monthly retainer shall not exceed \$3,500; \$42,000 annually, as provided in Section 2.1 of this Agreement. It is understood that the City will be billed additional amounts for approved reimbursable expenses.

VI. The Contractor's monthly retainer of \$3,500; \$42,000 annually encompasses payment for all tasks outlined in the scope of services.

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

Monthly reports to be provided along with ongoing notifications and updates regarding legislation which may affect the *City of Banning*.

Presentations to the City Council as requested and negotiated.

And any and all other tasks as negotiated between the City of Banning and Innovative Federal Strategies, LLC.

**CITY COUNCIL AGENDA
CONSENT ITEM**

DATE: April 9, 2013

TO: Honorable Mayor and City Council

FROM: Andy Takata, City Manager

SUBJECT: Adopt Resolution No. 2013-40, Approving a Professional Services Agreement with Innovative Federal Strategies, LLC to provide services in Federal Legislative Advocacy and Governmental Affairs.

RECOMMENDATION: Staff respectfully requests the City Council adopt Resolution No. 2013-40:

- I. Approving a Professional Services Agreement with Innovative Federal Strategies, LLC to provide services in Federal Legislative Advocacy and Governmental Affairs.
- II. Authorizing the City Manager to negotiate and sign the Professional Services Agreement with Innovative Federal Strategies, LLC.

JUSTIFICATION: At present, the City of Banning does not utilize any firms to provide federal legislative services. The City of Banning does utilize the services of Joe A. Gonsalves and Son for State legislative services. The primary focus of a Federal Legislative Advocate is to assist the City with improving its efforts to influence legislation, capture revenues available to local governments and assist the City in identifying, applying for and receiving competitive grants and other discretionary funding available to the City.

BACKGROUND: In December 2012, a total of 22 legislative consulting firms were contacted and provided with a Request for Proposals (RFP) for Federal Legislative Advocacy (Lobbying) Services. A total of 13 responded to the RFP as follows:

1. District Strategies
2. Alcalde & Fay Government
3. Thomas Walters & Associates, Inc.
4. David Turch & Associates
5. Lobbyit.com
6. Innovative Federal Strategies, LLC
7. Townsend Public Affairs
8. Van Scoyoc Associates
9. Waterman & Associates
10. The Ferguson Group, LLC
11. Cliff Madison Government Relations, Inc.
12. Catalyst
13. Foley & Company, Inc. Government & Public Affairs

58
210

At a regular meeting held November 13, 2012 the City Council adopted Resolution No. 2012-89, Establishing the Intergovernmental Communications and Advocacy Committee. At which time one of the powers of the committee was to act as an evaluation committee in the review and selection of the City's State and Federal Lobbyists through a normal and customary RFP process utilized to solicit interested firms. The Committee was tasked with interviewing top candidates and to make recommendations to the City Council and City Manager, or his designee, as to who/what firm(s) would best serve as our State and Federal Lobbyists.

The Intergovernmental Communications and Advocacy Committee held candidate interviews on March 20, 2013. The Committee met with the firms that met the requirements for qualified staff and experience with California cities. At the conclusion of the interviews, out of the three top candidates, Innovative Federal Strategies, Inc. was selected to serve as the City's Federal lobbyist.

PROPOSAL ANALYSIS:

Innovative Federal Strategies, LLC (IFS) is fully able to perform the services of Federal legislative advocacy and consulting for the City of Banning as validated in the attached RFP response labeled Exhibit "A". The firm's leadership and staff have extensive experience in performing similar work for current and past municipalities, and have been extremely successful in doing so. IFS has achieved an unprecedented level of success in helping advocate for federal funding and policy issues on behalf of municipalities. Each principal, associate and consultant member of IFS has an intimate knowledge of the appropriate process, and several are experts in the representation of local governments.

The primary scope of services includes IFS to serve as a reliable and consistent conduit of information, to obtain and monitor all bills, resolutions, files, journals, histories, etc., to maintain a computer bill tracking system, to monitor and update all legislative positions established by the City on a regular basis, to provide reports, to present the City's position to key House and Senate Members, staff, Committees, Federal agencies (as appropriate) and other interest groups, and to coordinate with the City to prepare a legislative/regulatory program.

Please see the attached Exhibit "B", Professional Services Agreement, which contains the full scope of services as an exhibit.

59
211

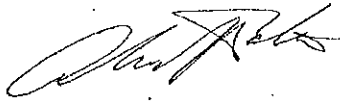
STRATEGIC PLAN INTEGRATION: To facilitate securing grant funding in the areas of economic development, law and code enforcement, streets and highways, etc. to meet the strategic plan goals adopted by the City Council.

FISCAL IMPACT: Funding for these services will be paid from the General Fund and Electric Fund. The fee for services to be provided by Innovative Federal Strategies, LLC is \$3,500 per month which equates to \$42,000 annually plus related travel expenses. There is sufficient budget for the services through the end of the current fiscal year. Budget adjustments will be necessary for the FY14 budget.

RECOMMENDED BY:

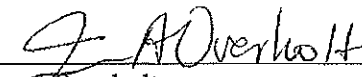
The Intergovernmental Communications and Advocacy Committee

APPROVED BY:



Andy Takata
City Manager

REVIEWED BY:



June Overholt
Administrative Services Director/
Deputy City Manager

Attachments:

Exhibit A – Proposal

Exhibit B – Professional Services Agreement

RESOLUTION NO. 2013-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH INNOVATIVE FEDERAL STRATEGIES, LLC TO PROVIDE SERVICES IN FEDERAL LEGISLATIVE ADVOCACY AND GOVERNMENTAL AFFAIRS.

WHEREAS, the City of Banning utilizes Joe A Gonsalves and Son to provide state legislative services; and

WHEREAS, the City of Banning desires to also seek federal legislative consulting services; and

WHEREAS, thirteen bids were received and analyzed by staff; and

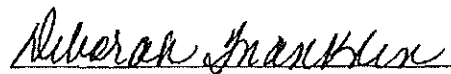
WHEREAS, there is sufficient budget for the services through the end of the current fiscal year. Budget adjustments will be necessary for the FY14 budget.

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

SECTION 1: Approving a Professional Services Agreement with Innovative Federal Strategies, Inc. to provide services in Federal Legislative Advocacy and Governmental Affairs.

SECTION 2: Authorizing the City Manager to negotiate and sign the Professional Services Agreement with Innovative Federal Strategies, LLC.


PASSED, APPROVED, AND ADOPTED this 9th day of April, 2013.


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 2013-40 was duly adopted by the City Council of the City of Banning at a regular meeting held on the 9th day of April, 2013, by the following vote, to wit:

AYES: Councilmembers Botts, Miller, Peterson, Welch, Mayor Franklin

NOES: None

ABSTAIN: None

ABSENT: None



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

CITY COUNCIL AGENDA

DATE: March 24, 2015

TO: Banning Utility Authority

FROM: Art Vela, Acting Director of Public Works

SUBJECT: Banning Utility Authority Resolution No. 2015-04 UA, "Approving a Professional Services Agreement with Land Engineering Consultants, Inc. for Water Main Replacement Design at Various Locations"

RECOMMENDATION: Adopt Banning Utility Authority No. 2015-04 UA:

- I. Approving a Professional Services Agreement with Land Engineering Consulting, Inc. of Calimesa, California in the amount of \$107,980.00.
- II. Authorizing the City Manager to execute the Professional Services Agreement with Land Engineering Consultants, Inc.

JUSTIFICATION: The Professional Services Agreement is necessary in order to obtain engineering design services for the preparation of construction documents for the replacement of undersized and aging infrastructure.

BACKGROUND: The City of Banning owns, operates and maintains water distribution and transmission pipelines that distribute water to residents and businesses. In order to provide its customers with a reliable supply of water it is important for the city to continue replacing aging and undersized infrastructure.

The proposed water main replacement design project includes three project locations as shown in Exhibit "A":

Project Location No. 1

The project will replace approximately 2,610 linear feet of eight inch steel main installed in 1933 along Hargrave Street from Hoffer Street to Indian School Lane. Steel mains are typically coated and wrapped in order to protect from corrosion. The existing steel main, which is neither coated nor wrapped, will be replaced with an eight inch ductile iron main. The Water Division has repaired 9 leaks in the past 4 years on this section of main. Additionally, the project will relocate the water main alignment to the opposite side of the street in order to support a future Riverside County Flood Control storm drain project.

Project Location No. 2

The project will replace approximately 5,400 linear feet of an existing six inch riveted steel main and four inch steel mains (not wrapped and not coated) installed in 1925 and 1947, respectively. The water department has repaired 15 leaks in the previous 4 years on these mains. The six inch main is located along Nicolet Street from 8th Street to 16th Street. The four inch water mains are currently located in alleys between Nicolet Street and Cottonwood Road and George Street and Cottonwood

Road. The four inch water mains will be replaced with eight inch ductile iron pipes which will be constructed within the public streets which will allow for efficient access and maintenance.

Project Location No.3

The project will replace approximately 5,060 linear feet of 4 inch steel mains (not wrapped and not coated) installed in 1947. This project location is similar to Project Location No. 2 in that it will replace four inch mains that are currently located in alleys. The mains will be replaced with eight inch ductile iron pipes which will be constructed within the public streets which will allow for efficient access and maintenance. Additionally, the project includes the design of a twelve inch ductile iron pipe along 22nd Street from Ramsey Street to Nicolet Street. The twelve inch main is a distribution main identified in the city's Water Master Plan.

Staff advertised a Request for Proposals ("RFP"), attached as Exhibit "B", on February 13, 2015 in the Press Enterprise and on the City's website. The RFP is provided as Exhibit "C".

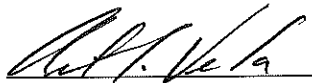
Public Works staff received five proposals in response to the RFP, assembled a committee consisting of three members from the Public Works Department and evaluated the proposals based on project approach, technical competency, project team and experience, overall responsiveness to the RFP and cost. The following are the average scores for the five proposers:

<u>Consultant</u>	<u>Score</u>
1. Land Engineering Consultants, Inc. ("LEC")	86.3
2. Albert A. Webb Associates	83.0
3. Tait & Associates, Inc.	80.0
4. Heptagon Seven	77.3
5. Michael Baker International	77.0

The evaluation summary can be found attached as Exhibit "D". As noted, LEC submitted the highest scored proposal. The fee schedule submitted by LEC can be found attached as Exhibit "E". The cost to perform the design services is for an amount "not to exceed" \$107,980.00.

FISCAL DATA: The total cost for the Professional Services Agreement is for an amount "not to exceed" \$107,980.00. Funding for this agreement is available in the Water Account No. 660-6300-471.90-78 (Planning/Design-Capital).

RECOMMENDED BY:



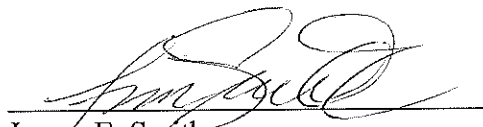
Art Vela
Acting Director of Public Works

APPROVED BY:



Dean Martin
Interim Administrative Services Director

APPROVED BY:



James E. Smith
Interim City Manager

Attachments:

1. Exhibit "A" - Project Locations
2. Exhibit "B"- Press Enterprise Advertisement
3. Exhibit "C" - Request for Proposals (RFP)
4. Exhibit "D" – Proposal Evaluation Summary
5. Exhibit "E" – LEC Fee Schedule

BANNING UTILITY AUTHORITY RESOLUTION NO. 2015-04 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LAND ENGINEERING CONSULTANTS, INC. FOR THE WATER MAIN REPLACEMENT DESIGN AT VARIOUS LOCATIONS

WHEREAS, the purpose of the Water Main Replacement Design is to prepare construction documents in order to eliminate undersized and aging infrastructure at various locations as shown in Exhibit "A"; and

WHEREAS, staff advertised a Request for Proposals ("RFP"), attached as Exhibit "B", on February 13, 2015 in the Press Enterprise and on the City's website;

WHEREAS, the project scope includes the design of new water mains ranging from 8 inch to 12 inch ductile iron pipe and further described in the RFP attached as Exhibit "C"; and

WHEREAS, Public Works staff received five proposals in response to the RFP, assembled a committee consisting of three members from the Public Works Department and evaluated the proposals, see Exhibit "D", based on project approach, technical competency, project team and experience, overall responsiveness to the RFP and cost; and

WHEREAS, Land Engineering Consultants, Inc. submitted the highest scored proposal; and

WHEREAS, the total cost for the Professional Services Agreement is for an amount "not to exceed" \$107,980.00, see Exhibit "E", and funding for these services is available in the Water Fund, Account No. 660-6300-471.90-78 (Planning/Design-Capital).

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

SECTION 1. Banning Utility Authority adopts Resolution No. 2015-04UA approving a Professional Services Agreement with Land Engineering Consultants, Inc. of Calimesa, California in an amount "not to exceed" \$107,980.00.

SECTION 2. The City Manager is authorized to execute the Professional Services Agreement with Land Engineering Consultants, Inc. of Calimesa, California, in a form approved by the City Attorney. This authorization will be rescinded if the contract agreement is not executed by the parties within sixty (60) days of the date of this resolution.

PASSED, ADOPTED AND APPROVED this 24th day of March, 2015.

Deborah Franklin, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary

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

David J. Aleshire, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, Secretary of the Banning Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-04 UA, was adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 24th day of March, 2015.

AYES:

NOES:

ABSTAIN:

ABSENT:

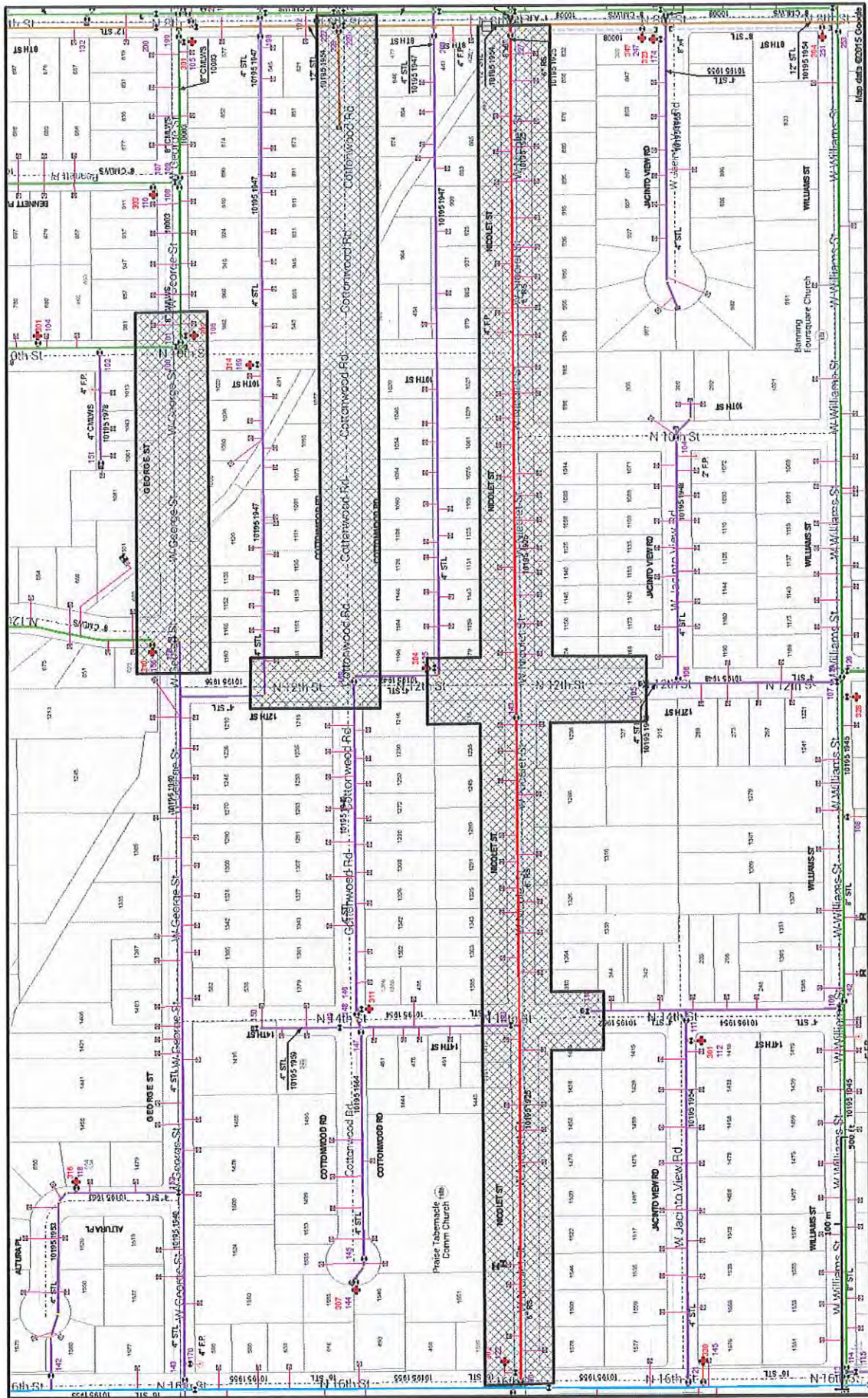
Marie A. Calderon, Secretary
Banning Utility Authority
City of Banning, California

**EXHIBIT “A”
PROJECT LOCATIONS**

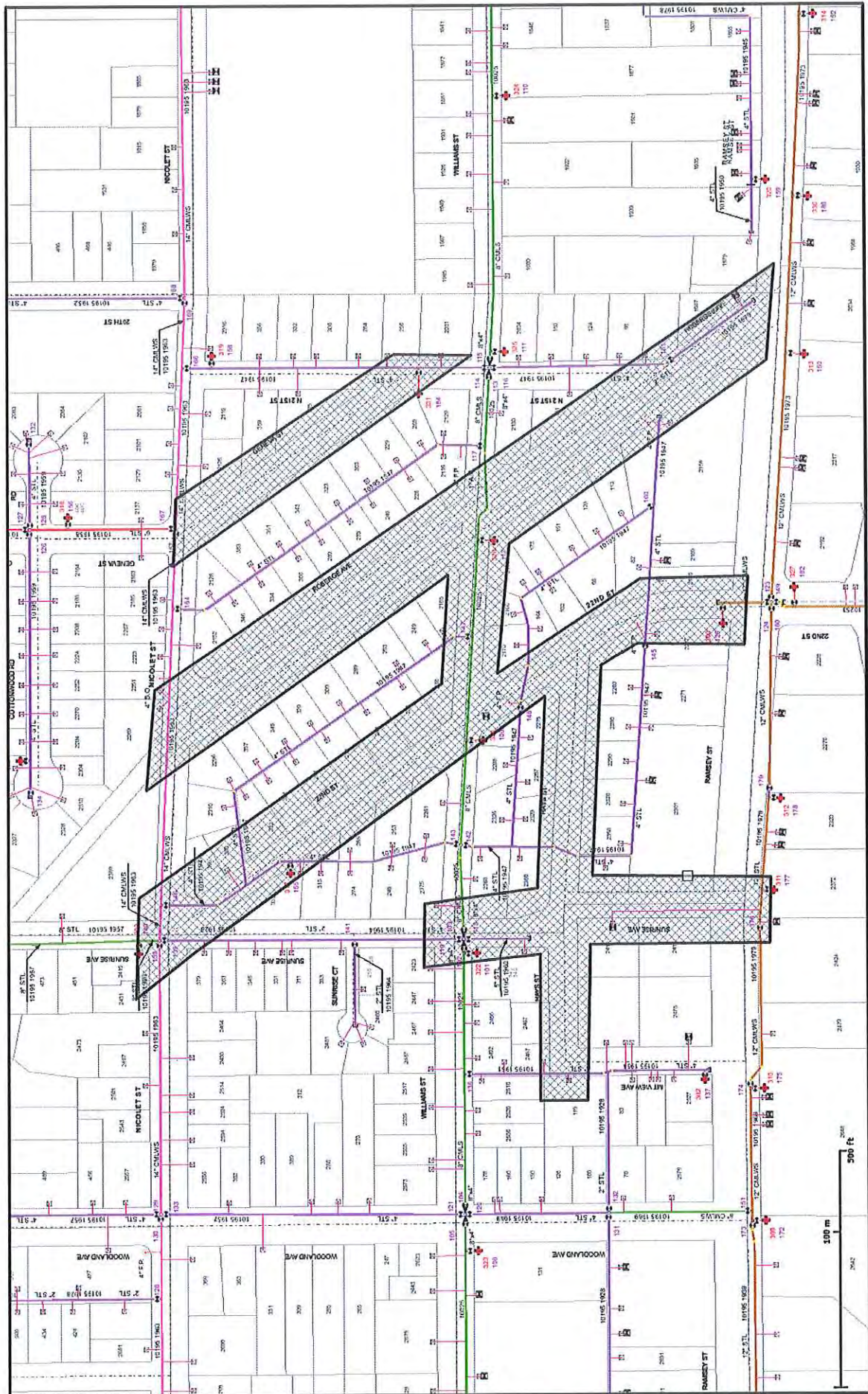
PROJECT LOCATION #1



PROJECT LOCATION #2



PROJECT LOCATION #3



**EXHIBIT “B”
RFP ADVERTISEMENT**

Printed at: 10:54 am
on: Tuesday, Feb 10, 2015
Ad #: 0010017728
Order Taker: mtinajero

THE PRESS-ENTERPRISE

Classified Advertising
Proof

1825 Chicago Ave, Suite 100
Riverside, CA 92507
(951) 684-1200
(800) 514-7253
(951) 368-9018 Fax

Account Information

Phone #: 951-922-3130
Name: BANNING, CITY OF
Address: 99 E RAMSEY ST, ,
BANNING, CA 92220
USA

Account #: 1100143211
Client:
Placed By: Holly Stuart
Fax #:

Ad Copy:

REQUEST FOR PROPOSAL (RFP) WATER MAIN REPLACEMENT DESIGN AT VARIOUS LOCATIONS

The City of Banning is soliciting proposals from qualified consulting firms to provide a "Water Main Replacement Design at Various Locations".

A complete copy of the Request for Proposals may be obtained by visiting the City of Banning website at <http://www.ci.banning.ca.us/index.aspx?nid=19> or by contacting Ms. Holly Stuart, Public Works Analyst by email at hstuart@ci.banning.ca.us or by phone at (951) 922-3138. The Proposals are due on Tuesday, February 24, 2015 at 5:00 pm to the City of Banning, City Clerk located at 99 E. Ramsey Street, Banning, CA 92220.

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

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

DATED: February 9, 2015
PUBLISH: February 13, 2015

Ad Information

Placement: Legal Liner PE P2W Riverside P2W
Publication: PE Riverside, PE.com

Start Date: 02/13/2015
Stop Date: 02/13/2015
Insertions: 1 print / 1 online

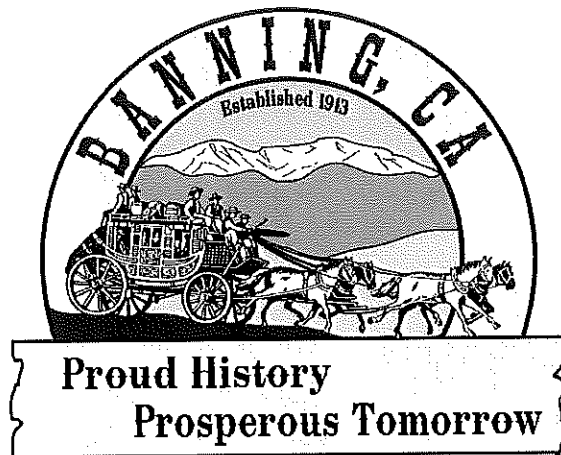
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Ad type: C Legal

Size: 2.0 X 25 Li
Bill Size: 50.00

Amount Due: **\$60.00**

**EXHIBIT “C”
REQUEST FOR PROPOSALS**

Request for Proposals (RFP)
Water Main Replacement Design at Various
Locations



Responses Due:
City of Banning
Public Works Department
99 E. Ramsey Street
Banning, CA 92220
(951) 922-3130

February, 2015

TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	Project Description and Objectives	1
1.2	Background Information	1
2.0	SCOPE OF WORK	1
2.1	Project Administration and Coordination	1
2.2	Utility Documentation, ROW, Property and Utility Research	2
2.3	Potholing	2
2.4	Preliminary Design	2
2.5	Detailed Design	2
2.6	Final PS&E	3
2.7	Construction Surveying and Staking	3
2.8	As-Built Preparation	3
2.9	Additional Services	3
3.0	CONSULTANT QUALIFICATIONS	3
3.1	Qualifications and Understanding	3
3.2	Project Team	4
3.3	References	4
3.4	Schedule	4
3.5	Workshop and Meetings	4
4.0	PROPOSAL SUBMISSION	5
4.1	RFP Time Schedule	5
4.2	Number of Copies and Delivery	5
4.3	Format and Content	5
4.4	Proposal Evaluations	6
4.5	Negotiations	6
5.0	CONTRACT REQUIREMENTS AND SUBMITTALS	7
5.1	City of Banning Requirements	7

1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION AND OBJECTIVES

The City of Banning (City) is soliciting proposals from qualified consulting firms to provide design services for replacement of water distribution mains at various locations.

1.2 BACKGROUND INFORMATION

The City of Banning, incorporated in 1913, covers approximately 23.2 square miles located in the San Geronio Pass area of Riverside County, approximately 30 miles east of the cities of San Bernardino and Riverside. The 2010 California Department of Finance recorded a population of 29,603 for the City of Banning. It is estimated that the population will increase by approximately 2% per year.

The City of Banning Water System collects 100% of the water that it supplies from local groundwater aquifers. It currently operates 21 active ground water production wells and co-owns 3 production wells with the Beaumont Cherry Valley Water District (total of 24 active wells). The 24 wells have a design capacity of 24,300 gallons per minute (GPM). The City facilities also include 11 storage tanks with a total storage capacity of 18.4 million gallons (MG). In 2014 the City produced and provided approximately 8,500 acre-feet. Water service is provided to the entire City as well as unincorporated areas of the county that bound the south City limits.

2.0 SCOPE OF WORK

The project scope includes the design of new water mains ranging from 8 inch to 12 inch ductile iron pipe (DIP). The purpose of the project is to eliminate undersized and aging infrastructure. Some of the existing water mains that will be abandoned are currently located in alleys, which will be replaced with water mains within the street limits. In these areas, the design will include the reconnection of the water service laterals to the new main and removal/replacement of disturbed areas (e.g. private improvements).

The proposed project includes three project locations as shown in Exhibit A and will include the following tasks (2.1 to 2.8) for each project location.

2.1 PROJECT ADMINISTRATION AND COORDINATION

Kick-off Meeting

Upon receipt of a written Notice to Proceed from the City of Banning, consultant shall conduct a kick-off meeting with the City to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule shall include each task and subtasks, milestones, critical path designation and a schedule for progress meetings.

Multi-Agency Coordination

The pipeline alignment is in public streets owned by the City of Banning. There are existing public utilities in these streets. It is very important to coordinate with these entities before survey, geotechnical exploration, and construction can be started.

Communication with affected property owners will be coordinated through the City of Banning.

Project Milestone/Monthly Meetings

Consultant shall prepare a project execution schedule with major milestones to the City of Banning for approval. Consultant shall prepare regular progress reports for the City of Banning staff each month.

2.2 UTILITY DOCUMENTATION, ROW, PROPERTY AND UTILITY RESEARCH

Consultant shall conduct thorough research to obtain all available utility documents within the project area. Consultant shall be responsible for researching all applicable agency and utility company records. Consultant shall conduct field research to collect visible information of project sites. Consultant shall be responsible for preparing a complete list of all underground (U/G) and aboveground (A/G) utilities and facilities in the project area.

2.3 POTHOLING

Consultant shall be responsible for developing a potholing plan for locating and profiling existing U/G utilities, and when approved by the City of Banning, will be responsible for conducting the required potholing. Consultant shall submit Potholing Report describing all findings in PDF format electronically. For the purpose of providing a fee for this scope, the consultant shall assume that there will be 30 pothole locations at a depth of 5 feet.

2.4 PRELIMINARY DESIGN (60% DESIGN)

Upon completing record document research, field data collection and potholing, the Consultant shall compile all gathered information and prepare preliminary design plans. Preliminary design shall include recommended alignment of the pipeline (plan & profile) and connections to existing services. After the Preliminary Design is approved by the City of Banning, the Consultant shall proceed with the detailed design.

2.5 DETAILED DESIGN (90% DESIGN)

With preliminary design review comments from the City of Banning and other entities, Consultant shall prepare detailed design PS & E for the proposed improvements. Plans shall be prepared using computer aided design software (AutoCAD) and shall be printed on size 24x36 paper. Final plan submittal shall be signed by a California Registered Professional Engineer. Consultant shall submit the detailed design plans including traffic control plans to agencies for comments. The special conditions and technical specifications shall be prepared and submitted. The City of Banning will review the submitted PS & E, provide comments, and request revisions until it is in compliance with City of Banning standards and policies.

2.6 FINAL PS&E (100% DESIGN)

Upon approval of the detailed design PS & E from the City of Banning the Consultant shall prepare the final PS & E for bid. The final bid package shall include plans and specifications.

2.7 CONSTRUCTION SURVEYING AND STAKING

Provide one set of construction staking and calculations per project location and submit related cut sheets.

2.8 AS BUILT PREPARATION

Upon receipt and acceptance of the field as-built construction drawings from the City of Banning Project Manager, Consultant shall prepare final as-builts incorporating any changes that occurred during the construction. Consultant shall submit final as-builts to the City of Banning in mylars and PDF electronically. Final as-builts shall be signed by a California Registered Professional Engineer in each corresponding discipline.

2.9 ADDITIONAL SERVICES

Consultant is encouraged in its proposals to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the project as defined herein. Consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal but separated out in the Consultant's Fee Schedule.

3.0 CONSULTANT QUALIFICATIONS

3.1 QUALIFICATIONS AND UNDERSTANDING

Each Consultant must provide the following information about their company so the City can evaluate the Consultant's stability and ability to support the commitments set forth in response to the RFP. It is imperative the Consultant's proposal fully address all aspects of the RFP. The proposal must provide the City Staff with clearly expressed information concerning the Proposer's understanding of the City's specific requirements which would result in the conduct of this study in a thorough and efficient manner.

The Consultant shall outline their company's (or team's) background, including:

- How long the company has been in business, plus a brief description of the company history, size and organization.
- Consultant qualifications to complete the scope of services and a statement of understanding of the work involved to complete this assignment.

3.2 PROJECT TEAM

Each Consultant must provide the following information about their project team.

- Primary point of contact, person responsible for overall corporate commitment (must be a company principal or officer) and project manager. Describe the responsibilities of the individuals and extent of involvement with the project.
- Identify and list key individuals proposed for the project team. Describe the responsibilities of the individuals and extent of involvement with the project.
- All key personnel listed should have current names, titles and telephone numbers and be listed on at least one of the supplied client references who are familiar with work performed by the individual in a similar capacity. References will be contacted as part of the selection process.
- Clearly identify project sub consultants, how long the prime and sub have worked together and the reason why they were selected. Consultants are encouraged to support small businesses where ever possible.

3.3 REFERENCES

The Consultant shall supply a minimum of 3 references from agencies with projects of similar nature. Each reference shall contain:

- Client name and contact information
- Project description
- Role of key project team members.

Only references of the prime consultant shall be considered, or references from project teams that have completed at least 3 projects together. The Consultant shall also list projects completed for other agencies.

3.4 SCHEDULE

The consultant shall provide a project schedule indicating key project milestones and project activities. The schedule shall reflect a tentative start date of April 27, 2015.

3.5 WORKSHOPS AND MEETINGS

Additionally, a minimum of 3 meetings (kickoff, progress and final) will be held between staff and the Consultant and shall be included in the proposal.

4.0 PROPOSAL SUBMISSION

4.1 RFP TIME SCHEDULE

- | | |
|----------------------------------|---------------------------|
| • Request for Proposal Available | Mon. , February 13, 2015 |
| • Inquiry Deadline | Thur. , February 19, 2015 |
| • Proposals Due | Tue. , February 24, 2015 |
| • Final Selection | Thur. , March 10, 2015 |
| • City Council Recommendation | Tue. , March 24, 2015 |
| • Notice to Proceed (Tentative) | Mon. , April 27, 2015 |

4.2 NUMBER OF COPIES AND DELIVERY

Four (4) copies of the proposal shall be submitted to the following address:

**City of Banning
City Clerk's Office
99 E. Ramsey Street
P.O. Box 998
Banning, CA 92220**

The proposal title, consultants name and deadline information shall be clearly identified on the submission package and cover page. Submission deadline is Tuesday, February 24, 2015 at 5:00 p.m. Proposals submitted after that time shall not be considered. All questions regarding the scope of work shall be submitted to Arturo Vela, Senior Engineer at the address above or via e-mail at avela@ci.banning.ca.us.

4.3 FORMAT AND CONTENT

Proposals shall be printed on 8 ½" X 11" paper, single sided in a 10 point Arial font and be limited to 25 pages excluding the cover letter, resumes and any appended information.

Proposals should address the following items in order of appearance:

Cover letter

The cover letter shall be provided which explains the firm's interest in the project. The letter shall contain name/address/phone number of the person who will serve as the firm's principal contact person.

Qualifications of Firm/Project Team

Provide names, titles and responsibilities of key personnel who will be responsible for the management of the project. Include qualifications, resumes, experience of each, and length of time with the company.

References

Give at least three (3) references for projects of similar size and scope, including at least three (3) references for projects completed during the past five years. Include the name and organization, a brief summary of the work, the cost of the project and the name and telephone number of a responsible contact person.

Strategy and Implementation Plan

Prepare a list of tasks to address the Scope of Work. Describe the firm's interpretation of the City's objectives with the regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of the RFP. The narrative should include a description of the logical progression of tasks and efforts. Also include an explanation of the type of technology that will be used. This section shall also include a time schedule for the completion of the project and an estimate of time commitments from City staff.

Proposed quality assurance program (QA/QC)

Explain the firm's quality assurance program and the proposed approach for implementing the plan with this project.

Fee Proposal: One set in a separate sealed envelope

The Fee Schedule in a separate envelope shall be broken down on separate sheets as follows:

- A "Not to Exceed" fee for all services. Man-hours and billing rates per classification of personnel will be indicated for each task and/or subtask.
- Provide a complete list of costs per task and/or subtask and a total fee for the proposal, including expected reimbursable expenses (non-binding), for completion of the scope of services set forth in the proposal.
- A current hourly Fee Schedule for Fiscal Year 2014/2015 and classification of personnel for the firm, along with the type of work they and any sub consultants will perform, is also required.
- All printing and reproduction costs, research, meetings, mileage, telephone usage, general office supplies and overhead, etc., shall be included in the proposal and its "Not to Exceed" Fee schedule. Proposals should be prepared in a straight forward manner.

Note: A separate fee schedule is required for each project location.

4.4 PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

- Responsiveness to the RFP.
- Consultant qualifications, project understanding, and overall experience.
- Technical Competency.
- Results of reference checks.
- Project Schedule.

- Proposed QA/QC plan.
- Proposal Fee.

4.5 NEGOTIATIONS

In an effort to manage the resources available for this project, the City may find it necessary to negotiate tasks, include contingencies for additional meetings or workshops, and address other factors identified by the Proposer not contemplated in this document or the City's standard agreement.

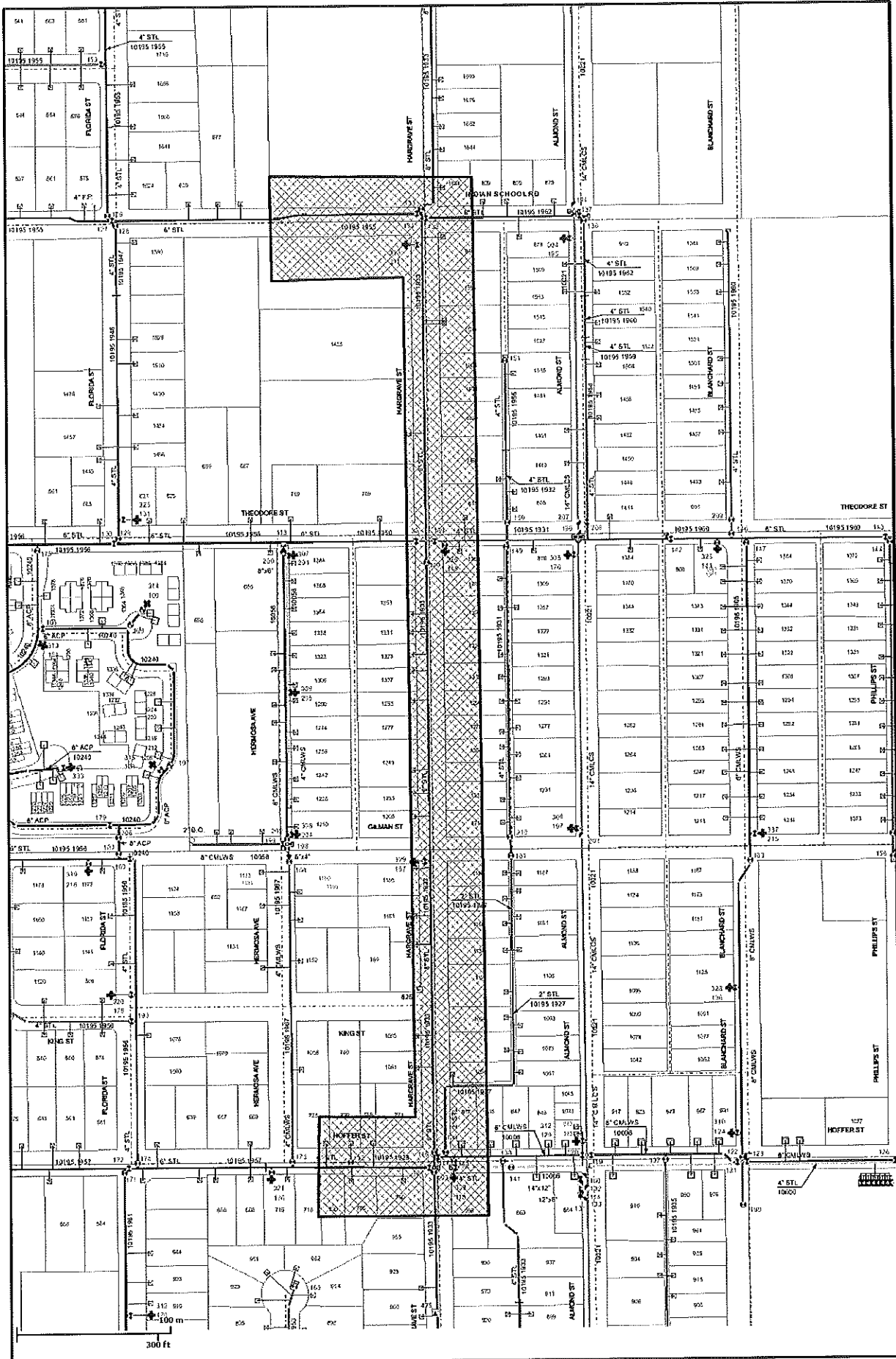
5.0 CONTRACT REQUIREMENTS AND SUBMITTALS

5.1 CITY OF BANNING REQUIREMENTS

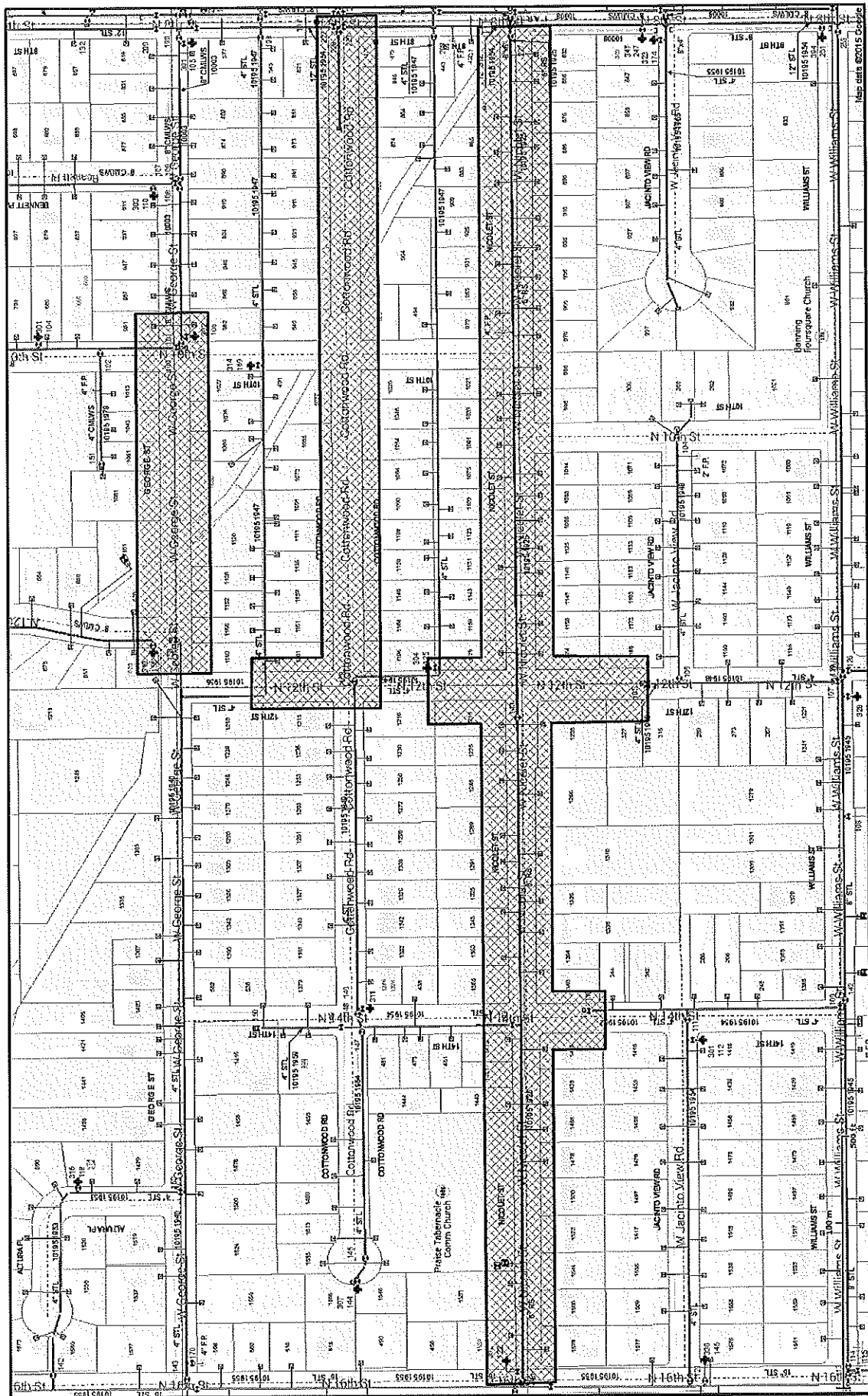
The Contract will be presented to Council for approval. Please provide a copy of the attached City agreement to your legal team and insurance provider, if you are selected for Final Evaluation. This will expedite the process. A purchase order will not be granted until the contract is signed and all insurance requirements are satisfied.

EXHIBIT A: PROJECT LOCATIONS

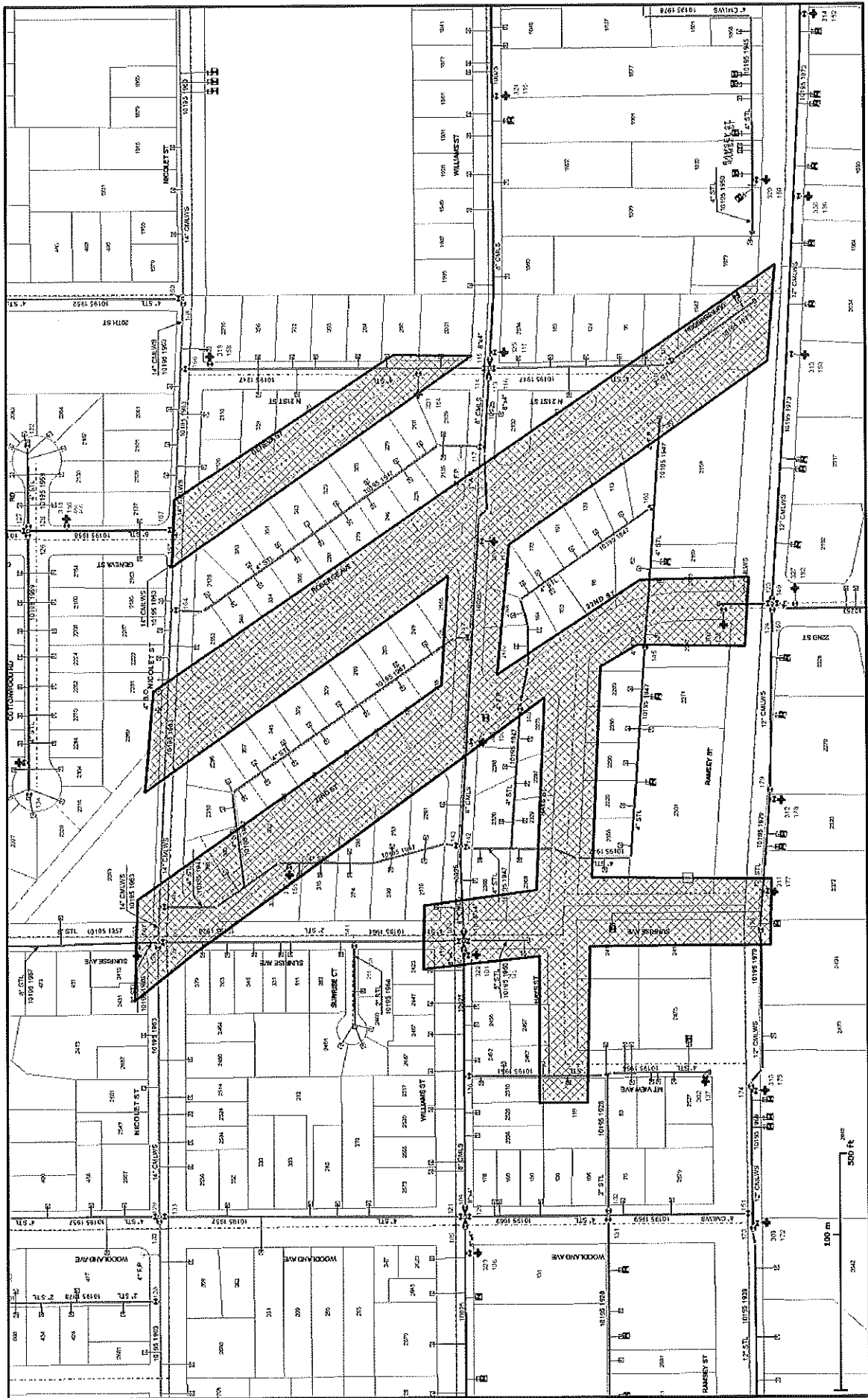
PROJECT LOCATION #1



PROJECT LOCATION #2



PROJECT LOCATION #3



CONTRACT SERVICES AGREEMENT

By and Between

**THE CITY OF BANNING,
A MUNICIPAL CORPORATION**

and

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 20____ by and between the City of Banning, a municipal corporation ("City") and _____, ("Consultant" or "Contractor"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."). (The term Consultant 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. Consultant, 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 Consultant 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 CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough,

competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be 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 Consultant's Proposal.

The Scope of Service shall include the Consultant'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.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Consultant 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. Consultant 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, Consultant 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. Consultant shall act sooner as requested by the City in response to an emergency. In addition, Consultant shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other Consultants) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Consultant'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. Consultant 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 Consultant. 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 Consultant 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 Consultant agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Consultant 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 Consultant's sole expense. Consultant 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.

Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant's principal place of business and at the project site. Consultant 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 Consultant, 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 Consultant. 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 Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ (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 Consultant'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 Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. 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 Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the 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 Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Consultant 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant'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 one (1) 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 Consultant.

The following principals of Consultant (Principals) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers,

employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager of City. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the 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 Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the 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 Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Agency.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. 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. Consultant'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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3. .

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant 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, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnors"), or arising from Consultant's reckless or willful misconduct, or arising from Consultant's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Consultant 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 Consultant 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 Consultant 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 Consultant 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.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the 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 Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant 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. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractor 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 Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant 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 Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, 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 Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the

default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel

specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of _____ (\$_____) 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 Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the 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 Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such

action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the 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 Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Consultant, 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 Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall

not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 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

CONSULTANT:

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.

260

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
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	<input type="checkbox"/> LIMITED
		<input type="checkbox"/> GENERAL
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT

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

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

262

EXHIBIT "A"
SCOPE OF SERVICES

- I. Consultant will perform the following Services:**
 - A.
 - B.
 - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A.
 - B.
 - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**
 - A.
 - B.
 - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A.
 - B.
 - C.

263

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"
COMPENSATION

I. Consultant shall perform the following tasks:

		RATE	TIME	SUB-BUDGET
A.	Task A	_____	_____	_____
B.	Task B	_____	_____	_____
C.	Task C	_____	_____	_____
D.	Task D	_____	_____	_____
E.	Task E	_____	_____	_____

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 subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

VI. The City will compensate Consultant 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 \$_____, as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____
D.	Task D	_____	_____
E.	Task E	_____	_____

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.
- B.
- C.
- D.
- E.

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT "D"
PROPOSAL EVALUATION SUMMARY

Water Main Replacement Design Evaluation Totals

Reviewers	Land Engineering	Albert A. Webb	Tait & Associates	Heptagon Seven	Michael Baker
Associate Engineer	85	86	86	79	86
Public Utilities Superintendent	85	84	82	84	76
Public Works Analyst	89	79	72	69	69
Total Score	259	249	240	232	231
Average Score	86.3	83.0	80.0	77.3	77.0
Cost	\$107,980.00	\$128,366.00	\$270,670.00	\$203,280.00	\$180,615.00

EXHIBIT "E"
LAND ENGINEERING CONSULTANT, INC.
FEE SCHEDULE

FEE PROPOSAL **PROJECT LOCATION #1**

PROJECT ADMINISTRATION AND COORDINATION

Kick-off Meeting: Upon receipt of a written Notice to Proceed from the City of Banning, LEC will conduct a kick-off meeting with the City to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule will include each task and subtasks, milestones, critical path designation and a schedule for progress meetings.

Multi-Agency Coordination: The pipeline alignment is in public streets owned by the City of Banning. There are existing public utilities in these streets. LEC will coordinate with these entities before survey, geotechnical exploration, and construction is started. Communication with affected property owners will be coordinated through the City of Banning.

Project Milestone/Monthly Meetings: LEC will prepare a project execution schedule with major milestones to the City of Banning for approval. LEC will also prepare regular progress reports for the City of Banning staff each month.

Professional Engineer – 2.0 hrs. @ \$140.00 = \$280.00

Senior Project Manager – 2.0 hrs. @ \$132.00 = \$264.00

Project Engineer – 6.0 hrs. @ \$118.00 = \$708.00

Not to Exceed Fee: \$1,252.00

UTILITY DOCUMENTATION, ROW, PROPERTY AND UTILITY RESEARCH

LEC will conduct a thorough research to obtain all available utility documents within the project area. LEC will be responsible for researching all applicable agency and utility company records. LEC will conduct field research to collect visible information of project sites. LEC will be responsible for preparing a complete list of all underground (U/G) and aboveground (A/G) utilities and facilities in the project area.

Professional Surveyor – 2.0 hrs. @ \$124.00 = \$248.00

Project Engineer – 4.0 hrs. @ \$118.00 = \$472.00

Not to Exceed Fee: \$720.00

TOPOGRAPHIC SURVEY

Perform a Boundary & Topographic Survey to determine street improvement limits, locations of public right of way and property lines, and location of all utilities. Includes preparation of a Topographic Map at 1"=20' scale indicating street improvements, right of ways, property lines and dimensions, physical features, and surface indications of underground utilities. A USA request for location of utilities would be made and utility markings would be located to determine as-built conditions.

2-Man Survey Crew – 8.0 hrs. @ \$170.00 = \$1,360.00

Senior Cad Designer – 8.0 hrs. @ \$110.00 = \$880.00

Not to Exceed Fee: \$2,240.00

POTHOLING

LEC will be responsible for developing a potholing plan for locating and profiling existing U/G utilities, and when approved by the City of Banning, will be responsible for conducting the required potholing. LEC will submit Potholing Report describing all findings in PDF format electronically. For the purpose of providing a fee for this scope, the consultant shall assume that there will be 6 pothole locations at a depth of 5 feet.

Potholing Sub-Consultant – 6 holes @ \$415.00 = \$2,490.00
Project Engineer – 4.0 hrs. @ \$118.00 = \$472.00
Not to Exceed Fee: \$2,962.00

PRELIMINARY DESIGN (60% DESIGN)

Upon completing record document research, field data collection and potholing, LEC will compile all gathered information and prepare preliminary design plans. Preliminary design will include recommended alignment of the pipeline (plan & profile) and connections to existing services. After the Preliminary Design is approved by the City of Banning, LEC will proceed with the detailed design.

Professional Engineer – 6.0 hrs. @ \$140.00 = \$840.00
Project Engineer – 20.0 hrs. @ \$118.00 = \$2,360.00
Senior Cad Designer – 20.0 hrs. @ \$110.00 = \$2,200.00
Not to Exceed Fee: \$5,400.00

DETAILED DESIGN (90% DESIGN)

With preliminary design review comments from the City of Banning and other entities, LEC will prepare detailed design PS & E for the proposed improvements. Plans shall be prepared using computer aided design software (AutoCAD) and will be printed on size 24x36 paper at a scale of 1"=20'. Final plan submittal will be signed by a California Registered Professional Engineer. LEC will submit the detailed design plans including traffic control plans to agencies for comments. The special conditions and technical specifications will be prepared and submitted. The City of Banning will review the submitted PS & E, provide comments, and request revisions until it is in compliance with City of Banning standards and policies.

Professional Engineer – 3.0 hrs. @ \$140.00 = \$420.00
Project Engineer – 10.0 hrs. @ \$118.00 = \$1,180.00
Senior Cad Designer – 10.0 hrs. @ \$110.00 = \$1,100.00
Senior Project Manager – 17.0 hrs. @ \$132.00 = \$2,244.00
Traffic Control Sub-Consultant – 90% of \$2,000 = \$1,800.00
Not to Exceed Fee: \$6,744.00

FINAL PS&E (100% DESIGN)

Upon approval of the detailed design PS & E from the City of Banning, LEC will prepare the final PS & E for bid. The final bid package will include plans and specifications.

Professional Engineer – 1.0 hrs. @ \$140.00 = \$140.00
Project Engineer – 3.5 hrs. @ \$118.00 = \$413.00
Senior Cad Designer – 3.5 hrs. @ \$110.00 = \$385.00
Senior Project Manager – 2.0 hrs. @ \$132.00 = \$264.00
Traffic Control Sub-Consultant – 10% of \$2,000 = \$200.00
Not to Exceed Fee: \$1,402.00

CONSTRUCTION SURVEYING AND STAKING

LEC will provide one set of construction staking and calculations per project location and submit related cut sheets to the City.

Professional Surveyor – 4.0 hrs. @ \$124.00 = \$496.00
2 Man Survey Crew – 9.0 hrs. @ \$170.00 = \$1,530.00
Not to Exceed Fee: \$2,026.00

AS BUILT PREPARATION

Upon receipt and acceptance of the field as-built construction drawings from the City of Banning Project Manager, LEC will prepare final as-builts incorporating any changes that occurred during the construction. LEC will submit final as-builts to the City of Banning in mylars and PDF electronically. Final as-builts will be signed by a California Registered Professional Engineer in each corresponding discipline.

Project Engineer – 4.0 hrs. @ \$118.00 = \$472.00
Senior Cad Designer – 5.0 hrs. @ \$110.00 = \$550.00
Not to Exceed Fee: \$1,022.00

REIMBURSABLE EXPENSES:

Client will be billed for Reimbursable Expenses associated with this work as incurred, such as printing of plans and reports, commercial delivery expenses or overnight mailing charges as requested. Reimbursable Expenses will be billed at actual cost plus 10%. An estimated budget of \$800.00 is provided.

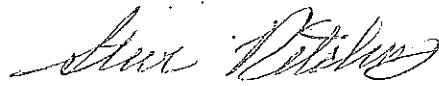
Reimbursable Expenses = \$800.00
Estimate Fee: \$800.00

Total Not to Exceed Fee: \$24,568.00

The services described above will be completed for the not to exceed fees indicated, as per the attached Schedule of Rates. Should additional services be requested or become required, revisions to this proposal would be discussed with the client and authorized prior to proceeding with the additional work. Specifically excluded from the scope of services are the following:

1. Environmental Studies and Reports such as Biology, Archeology, Paleontology, Hazardous Materials, Earthquake, Traffic Study, Health, etc, unless otherwise noted.
2. City and Public Agency Plan Review or Permit Fees.
3. Construction Management and Contract Administration.

Sincerely,
LAND ENGINEERING CONSULTANTS, INC.



Steven H. Ritchey, PE, PLS
Principal

Note:

Invoicing will be provided monthly based upon the percentage of work completed for each scope item. Terms: Net 45 days.

LAND ENGINEERING CONSULTANTS, INC
SCHEDULE OF RATES
JANUARY 2015

Professional Engineer	\$140.00
Senior Project Manager	\$132.00
Professional Surveyor	\$124.00
Project Engineer	\$118.00
Senior Cadd Designer	\$110.00
Cadd Technician	\$92.00
Project Coordinator	\$68.00
Clerical Assistant	\$48.00
2 – Man Survey Crew	\$170.00
3 – Man Survey Crew	\$195.00
Sub-Consultants	Actual Cost
Reimbursable Expenses	Actual Cost + 10%

FEE PROPOSAL PROJECT LOCATION #2

PROJECT ADMINISTRATION AND COORDINATION

Kick-off Meeting: Upon receipt of a written Notice to Proceed from the City of Banning, LEC will conduct a kick-off meeting with the City to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule will include each task and subtasks, milestones, critical path designation and a schedule for progress meetings.

Multi-Agency Coordination: The pipeline alignment is in public streets owned by the City of Banning. There are existing public utilities in these streets. LEC will coordinate with these entities before survey, geotechnical exploration, and construction is started. Communication with affected property owners will be coordinated through the City of Banning.

Project Milestone/Monthly Meetings: LEC will prepare a project execution schedule with major milestones to the City of Banning for approval. LEC will also prepare regular progress reports for the City of Banning staff each month.

Professional Engineer – 2.0 hrs. @ \$140.00 = \$280.00

Senior Project Manager – 2.0 hrs. @ \$132.00 = \$264.00

Project Engineer – 6.0 hrs. @ \$118.00 = \$708.00

Not to Exceed Fee: \$1,252.00

UTILITY DOCUMENTATION, ROW, PROPERTY AND UTILITY RESEARCH

LEC will conduct a thorough research to obtain all available utility documents within the project area. LEC will be responsible for researching all applicable agency and utility company records. LEC will conduct field research to collect visible information of project sites. LEC will be responsible for preparing a complete list of all underground (U/G) and aboveground (A/G) utilities and facilities in the project area.

Professional Surveyor – 2.0 hrs. @ \$124.00 = \$248.00

Project Engineer – 4.0 hrs. @ \$118.00 = \$472.00

Not to Exceed Fee: \$720.00

TOPOGRAPHIC SURVEY

Perform a Boundary & Topographic Survey to determine street improvement limits, locations of public right of way and property lines, and location of all utilities. Includes preparation of a Topographic Map at 1"=20' scale indicating street improvements, right of ways, property lines and dimensions, physical features, and surface indications of underground utilities. A USA request for location of utilities would be made and utility markings would be located to determine as-built conditions.

2-Man Survey Crew – 16.0 hrs. @ \$170.00 = \$2,720.00

Senior Cad Designer – 16.0 hrs. @ \$110.00 = \$1,760.00

Not to Exceed Fee: \$4,480.00

POTHOLING

LEC will be responsible for developing a potholing plan for locating and profiling existing U/G utilities, and when approved by the City of Banning, will be responsible for conducting the required potholing. LEC will submit Potholing Report describing all findings in PDF format electronically. For the purpose of providing a fee for this scope, the consultant shall assume that there will be 12 pothole locations at a depth of 5 feet.

Potholing Sub-Consultant – 12 holes @ \$415.00 = \$4,980.00
Project Engineer – 8.0 hrs. @ \$118.00 = \$944.00
Not to Exceed Fee: \$5,924.00

PRELIMINARY DESIGN (60% DESIGN)

Upon completing record document research, field data collection and potholing, LEC will compile all gathered information and prepare preliminary design plans. Preliminary design will include recommended alignment of the pipeline (plan & profile) and connections to existing services. After the Preliminary Design is approved by the City of Banning, LEC will proceed with the detailed design.

Professional Engineer – 9.0 hrs. @ \$140.00 = \$1,260.00
Project Engineer – 34.0 hrs. @ \$118.00 = \$4,012.00
Senior Cad Designer – 34.0 hrs. @ \$110.00 = \$3,740.00
Not to Exceed Fee: \$9,012.00

DETAILED DESIGN (90% DESIGN)

With preliminary design review comments from the City of Banning and other entities, LEC will prepare detailed design PS & E for the proposed improvements. Plans shall be prepared using computer aided design software (AutoCAD) and will be printed on size 24x36 paper at a scale of 1"=20'. Final plan submittal will be signed by a California Registered Professional Engineer. LEC will submit the detailed design plans including traffic control plans to agencies for comments. The special conditions and technical specifications will be prepared and submitted. The City of Banning will review the submitted PS & E, provide comments, and request revisions until it is in compliance with City of Banning standards and policies.

Professional Engineer – 4.5 hrs. @ \$140.00 = \$630.00
Project Engineer – 17.0 hrs. @ \$118.00 = \$2,006.00
Senior Cad Designer – 17.0 hrs. @ \$110.00 = \$1,870.00
Senior Project Manager – 17.0 hrs. @ \$132.00 = \$2,244.00
Traffic Control Sub-Consultant – 90% of \$4,000 = \$3,600.00
Not to Exceed Fee: \$10,350.00

FINAL PS&E (100% DESIGN)

Upon approval of the detailed design PS & E from the City of Banning, LEC will prepare the final PS & E for bid. The final bid package will include plans and specifications.

Professional Engineer – 1.5 hrs. @ \$140.00 = \$210.00
Project Engineer – 5.5 hrs. @ \$118.00 = \$649.00
Senior Cad Designer – 5.5 hrs. @ \$110.00 = \$605.00
Senior Project Manager – 2.0 hrs. @ \$132.00 = \$264.00
Traffic Control Sub-Consultant – 10% of \$4,000 = \$400.00
Not to Exceed Fee: \$2,128.00

CONSTRUCTION SURVEYING AND STAKING

LEC will provide one set of construction staking and calculations per project location and submit related cut sheets to the City.

Professional Surveyor – 8.0 hrs. @ \$124.00 = \$992.00
2 Man Survey Crew – 18.0 hrs. @ \$170.00 = \$3,060.00
Not to Exceed Fee: \$4,052.00

AS BUILT PREPARATION

Upon receipt and acceptance of the field as-built construction drawings from the City of Banning Project Manager, LEC will prepare final as-builts incorporating any changes that occurred during the construction. LEC will submit final as-builts to the City of Banning in mylars and PDF electronically. Final as-builts will be signed by a California Registered Professional Engineer in each corresponding discipline.

Project Engineer – 6.0 hrs. @ \$118.00 = \$708.00
Senior Cad Designer – 8.0 hrs. @ \$110.00 = \$880.00
Not to Exceed Fee: \$1,588.00

REIMBURSABLE EXPENSES:

Client will be billed for Reimbursable Expenses associated with this work as incurred, such as printing of plans and reports, commercial delivery expenses or overnight mailing charges as requested. Reimbursable Expenses will be billed at actual cost plus 10%. An estimated budget of \$1,200.00 is provided.

Reimbursable Expenses = \$1,200.00
Estimate Fee: \$1,200.00

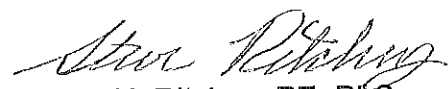
Total Not to Exceed Fee: \$40,706.00

277

The services described above will be completed for the not to exceed fees indicated, as per the attached Schedule of Rates. Should additional services be requested or become required, revisions to this proposal would be discussed with the client and authorized prior to proceeding with the additional work. Specifically excluded from the scope of services are the following:

1. Environmental Studies and Reports such as Biology, Archeology, Paleontology, Hazardous Materials, Earthquake, Traffic Study, Health; etc, unless otherwise noted.
2. City and Public Agency Plan Review or Permit Fees.
3. Construction Management and Contract Administration.

Sincerely,
LAND ENGINEERING CONSULTANTS, INC.



Steven H. Ritchey, PE, PLS
Principal

Note:

Invoicing will be provided monthly based upon the percentage of work completed for each scope item. Terms: Net 45 days.

LAND ENGINEERING CONSULTANTS, INC
SCHEDULE OF RATES
JANUARY 2015

Professional Engineer	\$140.00
Senior Project Manager	\$132.00
Professional Surveyor	\$124.00
Project Engineer	\$118.00
Senior Cadd Designer	\$110.00
Cadd Technician	\$92.00
Project Coordinator	\$68.00
Clerical Assistant	\$48.00
2 – Man Survey Crew	\$170.00
3 – Man Survey Crew	\$195.00
Sub-Consultants	Actual Cost
Reimbursable Expenses	Actual Cost + 10%

FEE PROPOSAL PROJECT LOCATION #3

PROJECT ADMINISTRATION AND COORDINATION

Kick-off Meeting: Upon receipt of a written Notice to Proceed from the City of Banning, LEC will conduct a kick-off meeting with the City to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule will include each task and subtasks, milestones, critical path designation and a schedule for progress meetings.

Multi-Agency Coordination: The pipeline alignment is in public streets owned by the City of Banning. There are existing public utilities in these streets. LEC will coordinate with these entities before survey, geotechnical exploration, and construction is started. Communication with affected property owners will be coordinated through the City of Banning.

Project Milestone/Monthly Meetings: LEC will prepare a project execution schedule with major milestones to the City of Banning for approval. LEC will also prepare regular progress reports for the City of Banning staff each month.

Professional Engineer – 2.0 hrs. @ \$140.00 = \$280.00
Senior Project Manager – 2.0 hrs. @ \$132.00 = \$264.00
Project Engineer – 6.0 hrs. @ \$118.00 = \$708.00
Not to Exceed Fee: \$1,252.00

UTILITY DOCUMENTATION, ROW, PROPERTY AND UTILITY RESEARCH

LEC will conduct a thorough research to obtain all available utility documents within the project area. LEC will be responsible for researching all applicable agency and utility company records. LEC will conduct field research to collect visible information of project sites. LEC will be responsible for preparing a complete list of all underground (U/G) and aboveground (A/G) utilities and facilities in the project area.

Professional Surveyor – 2.0 hrs. @ \$124.00 = \$248.00
Project Engineer – 4.0 hrs. @ \$118.00 = \$472.00
Not to Exceed Fee: \$720.00

TOPOGRAPHIC SURVEY

Perform a Boundary & Topographic Survey to determine street improvement limits, locations of public right of way and property lines, and location of all utilities. Includes preparation of a Topographic Map at 1"=20' scale indicating street improvements, right of ways, property lines and dimensions, physical features, and surface indications of underground utilities. A USA request for location of utilities would be made and utility markings would be located to determine as-built conditions.

2-Man Survey Crew – 16.0 hrs. @ \$170.00 = \$2,720.00
Senior Cad Designer – 16.0 hrs. @ \$110.00 = \$1,760.00
Not to Exceed Fee: \$4,480.00

POTHOLING

LEC will be responsible for developing a potholing plan for locating and profiling existing U/G utilities, and when approved by the City of Banning, will be responsible for conducting the required potholing. LEC will submit Potholing Report describing all findings in PDF format electronically. For the purpose of providing a fee for this scope, the consultant shall assume that there will be 12 pothole locations at a depth of 5 feet.

Potholing Sub-Consultant – 12 holes @ \$415.00 = \$4,980.00
Project Engineer – 8.0 hrs. @ \$118.00 = \$944.00
Not to Exceed Fee: \$5,924.00

PRELIMINARY DESIGN (60% DESIGN)

Upon completing record document research, field data collection and potholing, LEC will compile all gathered information and prepare preliminary design plans. Preliminary design will include recommended alignment of the pipeline (plan & profile) and connections to existing services. After the Preliminary Design is approved by the City of Banning, LEC will proceed with the detailed design.

Professional Engineer – 9.0 hrs. @ \$140.00 = \$1,260.00
Project Engineer – 34.0 hrs. @ \$118.00 = \$4,012.00
Senior Cad Designer – 34.0 hrs. @ \$110.00 = \$3,740.00
Not to Exceed Fee: \$9,012.00

DETAILED DESIGN (90% DESIGN)

With preliminary design review comments from the City of Banning and other entities, LEC will prepare detailed design PS & E for the proposed improvements. Plans shall be prepared using computer aided design software (AutoCAD) and will be printed on size 24x36 paper at a scale of 1"=20'. Final plan submittal will be signed by a California Registered Professional Engineer. LEC will submit the detailed design plans including traffic control plans to agencies for comments. The special conditions and technical specifications will be prepared and submitted. The City of Banning will review the submitted PS & E, provide comments, and request revisions until it is in compliance with City of Banning standards and policies.

Professional Engineer – 4.5 hrs. @ \$140.00 = \$630.00
Project Engineer – 17.0 hrs. @ \$118.00 = \$2,006.00
Senior Cad Designer – 17.0 hrs. @ \$110.00 = \$1,870.00
Senior Project Manager – 17.0 hrs. @ \$132.00 = \$2,244.00
Traffic Control Sub-Consultant – 90% of \$6,000 = \$5,400.00
Not to Exceed Fee: \$12,150.00

FINAL PS&E (100% DESIGN)

Upon approval of the detailed design PS & E from the City of Banning, LEC will prepare the final PS & E for bid. The final bid package will include plans and specifications.

Professional Engineer – 1.5 hrs. @ \$140.00 = \$210.00
Project Engineer – 5.5 hrs. @ \$118.00 = \$649.00
Senior Cad Designer – 5.5 hrs. @ \$110.00 = \$605.00
Senior Project Manager – 2.0 hrs. @ \$132.00 = \$264.00
Traffic Control Sub-Consultant – 10% of \$6,000 = \$600.00
Not to Exceed Fee: \$2,328.00

CONSTRUCTION SURVEYING AND STAKING

LEC will provide one set of construction staking and calculations per project location and submit related cut sheets to the City.

Professional Surveyor – 8.0 hrs. @ \$124.00 = \$992.00
2 Man Survey Crew – 18.0 hrs. @ \$170.00 = \$3,060.00
Not to Exceed Fee: \$4,052.00

AS BUILT PREPARATION

Upon receipt and acceptance of the field as-built construction drawings from the City of Banning Project Manager, LEC will prepare final as-builts incorporating any changes that occurred during the construction. LEC will submit final as-builts to the City of Banning in mylars and PDF electronically. Final as-builts will be signed by a California Registered Professional Engineer in each corresponding discipline.

Project Engineer – 6.0 hrs. @ \$118.00 = \$708.00
Senior Cad Designer – 8.0 hrs. @ \$110.00 = \$880.00
Not to Exceed Fee: \$1,588.00

REIMBURSABLE EXPENSES:

Client will be billed for Reimbursable Expenses associated with this work as incurred, such as printing of plans and reports, commercial delivery expenses or overnight mailing charges as requested. Reimbursable Expenses will be billed at actual cost plus 10%. An estimated budget of \$1,200.00 is provided.

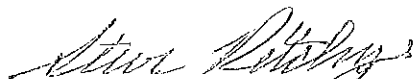
Reimbursable Expenses = \$1,200.00
Estimate Fee: \$1,200.00

Total Not to Exceed Fee: \$42,706.00

The services described above will be completed for the not to exceed fees indicated, as per the attached Schedule of Rates. Should additional services be requested or become required, revisions to this proposal would be discussed with the client and authorized prior to proceeding with the additional work. Specifically excluded from the scope of services are the following:

1. Environmental Studies and Reports such as Biology, Archeology, Paleontology, Hazardous Materials, Earthquake, Traffic Study, Health, etc, unless otherwise noted.
2. City and Public Agency Plan Review or Permit Fees.
3. Construction Management and Contract Administration.

Sincerely,
LAND ENGINEERING CONSULTANTS, INC.


Steven H. Ritchey, PE, PLS
Principal

Note:

Invoicing will be provided monthly based upon the percentage of work completed for each scope item. Terms: Net 45 days.

LAND ENGINEERING CONSULTANTS, INC
SCHEDULE OF RATES
JANUARY 2015

Professional Engineer	\$140.00
Senior Project Manager	\$132.00
Professional Surveyor	\$124.00
Project Engineer	\$118.00
Senior Cadd Designer	\$110.00
Cadd Technician	\$92.00
Project Coordinator	\$68.00
Clerical Assistant	\$48.00
2 – Man Survey Crew	\$170.00
3 – Man Survey Crew	\$195.00
Sub-Consultants	Actual Cost
Reimbursable Expenses	Actual Cost + 10%

**SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF BANNING**

CONSENT ITEM

DATE: March 24, 2015

TO: Successor Agency Board

FROM: Michelle Green, Deputy Finance Director

SUBJECT: Approval of Recognized Obligation Payment Schedule 15-16A for the Period of July through December 2015 for the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning

RECOMMENDATION:

That the City Council, acting in its capacity as the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, adopts Resolution 2015-01 SA approving Recognized Obligation Payment Schedule 15-16A for the period of July through December 2015 and approving certain related actions.

BACKGROUND:

Pursuant to Health and Safety Code (the "HSC") § 34172 (a)(1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Banning previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the "Successor Agency"). The Oversight Board for the Successor Agency (the "Oversight Board") has been established pursuant to HSC § 34179 to assist in the wind-down of the dissolved redevelopment agency.

Staff, together with Urban Futures, Inc., has prepared ROPS 15-16A, which consists of several spreadsheets that are appended to the attached Resolution as Exhibit "A". Per HSC § 34177 (l)(1), the Successor Agency is required to prepare a ROPS before each six-month fiscal period, which corresponds to equal halves of a fiscal year (i.e., January through June and July through December). Pursuant to HSC § 34180 (g), Oversight Board approval is required for the establishment of each ROPS. Pursuant to HSC § 34177 (m), an Oversight Board-approved ROPS 15-16A for the period of July through December 2015 must be submitted to the County Auditor-Controller, County Administrative Officer, the State Controller and the State Department of Finance no later than March 3, 2015. The Oversight Board has approved the establishment of ROPS 15-16A.

Approval of the attached Resolution will authorize the City Manager, as the Successor Agency's Executive Director or designee to:

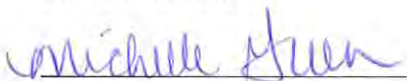
1. Post the ROPS 15-16A on the City's website;

2. Transmit the ROPS 15-16A to the County Auditor-Controller, the County Administrative Officer, the State Controller and the State Department of Finance for their review within the timeframe and in the manner prescribed by the HSC; and
3. Make ministerial revisions to ROPS 15-16A, which may include, but are not limited to restating the information included within ROPS 15-16A in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement ROPS 15-16A on behalf of the Successor Agency, including authorizing and causing such payments.

FISCAL IMPACT:

Per HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations. The Oversight Board has approved the establishment of ROPS 15-16A, which will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations.

PREPARED BY:




Michelle Green
Deputy Finance Director

REVIEWED BY:



Dean Martin
Interim Administrative Services Director

APPROVED BY:



James Smith
Interim City Manager

Attachment: Resolution No. 2015-01 SA

RESOLUTION NO. 2015-01 SA

A RESOLUTION OF THE SUCCESSORY AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING APPROVING THE ESTABLISHMENT OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE 15-16A FOR THE PERIOD OF JULY THROUGH DECEMBER 2015 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a)(1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Banning previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the "Successor Agency"); and

WHEREAS, the Oversight Board for the Successor Agency (the "Oversight Board") has been established pursuant to HSC § 34179 to assist in the wind-down of the dissolved redevelopment agency; and

WHEREAS, per HSC § 34177 (l)(1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (the "ROPS") before each six-month fiscal period, which corresponds to equal halves of a fiscal year (i.e., January through June and July through December); and

WHEREAS, pursuant to HSC § 34180 (g), Oversight Board approval is required for the establishment of each ROPS; and

WHEREAS, pursuant to HSC § 34177 (m), an Oversight Board-approved ROPS 15-16A for the period of July through December 2015 must be submitted to the County Auditor-Controller, County Administrative Officer, the State Controller and the State Department of Finance no later than March 3, 2015; and

WHEREAS, pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations; and

WHEREAS, the Oversight Board's approval of the establishment of ROPS 15-16A which ensure that the Successor Agency has the authority to continue to pay its enforceable obligations; and

WHEREAS, it is proposed that the Successor Agency approve the establishment of the ROPS 15-16A, which is attached hereto as Exhibit "A"; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, as follows:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The ROPS 15-16A for the period of July through December 2015, which is attached hereto as Exhibit "A", is approved, inclusive of each enforceable obligation.

SECTION 3. The City Manager, as the Successor Agency's Executive Director or designee, is authorized to: i) post that ROPS 15-16A on the City's website, ii) transmit the ROPS 15-16A to the County Auditor-Controller, the County Administrative Officer, the State Controller and the State Department of Finance for their review within the timeframe and in the manner prescribed by the HSC; and iii) make ministerial revisions to ROPS 15-16A, which may include, but are not limited to restating the information included within ROPS 15-16A in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement ROPS 15-16A on behalf of the Successor Agency, including authorizing and causing such payments.

SECTION 4. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2015.

Deborah Franklin, Chair
Successor Agency

ATTEST:

Marie A. Calderon, Secretary
Successor Agency

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

David J. Aleshire, Agency Counsel
Aleshire & Wynder, LLC

CERTIFICATION:

I, Marie A. Calderon, Secretary for the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, do hereby certify that the foregoing Resolution No. 2015-01 SA was duly adopted by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, at a joint meeting thereof held on the 24th day of March, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, Secretary
Successor Agency
City of Banning, California

EXHIBIT "A"

**SUCCESSOR AGENCY TO THE
DISSOLVED COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BANNING**

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE 15-16A
(JULY THROUGH DECEMBER 2015)**

(See Attachment)

Recognized Obligation Payment Schedule (ROPS 15-16A) - Summary Filed for the July 1, 2015 through December 31, 2015 Period

Name of Successor Agency: Banning
 Name of County: Riverside

Current Period Requested Funding for Outstanding Debt or Obligation			Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):			
A	Bond Proceeds Funding (ROPS Detail)	\$	50,000
B	Reserve Balance Funding (ROPS Detail)		50,000
C	Other Funding (ROPS Detail)		-
D			-
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$	1,572,131
F	Non-Administrative Costs (ROPS Detail)		1,447,131
G	Administrative Costs (ROPS Detail)		125,000
H	Current Period Enforceable Obligations (A+E):	\$	1,622,131

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding

I	Enforceable Obligations funded with RPTTF (E):	1,572,131
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(19,158)
K	Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 1,552,973

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding

L	Enforceable Obligations funded with RPTTF (E):	1,572,131
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	Adjusted Current Period RPTTF Requested Funding (L-M)	1,572,131

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (m) of the Health and Safety code, I
 hereby certify that the above is a true and accurate Recognized
 Obligation Payment Schedule for the above named agency.

/s/ _____
 Name Title
 Signature Date

Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail
July 1, 2015 through December 31, 2015
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)					
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total
1	2003 TABs (Interest Only)	Bonds Issued On or Before 12/31/10	12/16/2003	8/7/2028	US Bank	Interest Only Payments for the 2003 TABs	Merged	\$ 69,344,340	N	\$ 50,000	\$ -	\$ -	\$ 1,447,131	\$ 125,000	\$ 1,622,131
2	2007 TABs (Interest Only)	Bonds Issued On or Before 12/31/10	5/15/2007	8/7/2037	US Bank	Interest Only Payments for the 2007 TABs	Merged	15,370,131	N				234,498		234,498
4	Annual Continuing Disclosure Fees	Fees	12/16/2003	8/7/2037	Urban Futures, Inc.	Bonding Continuing Disclosure Services	Merged	75,700	N				562,484		562,484
5	Bond Trustee Fees	Fees	12/16/2003	8/7/2037	US Bank	Bond Trustee Fees	Merged	130,700	N				6,000		6,000
6	Principal Reduction Payment for 2003 and 2007 TABs	Reserves	12/16/2003	8/7/2037	US Bank	One-half of the annual principal reduction payment for the 2003 and 2007 TABs	Merged	1	Y						
8	Note Payable	Third-Party Loans	8/7/2008	12/1/2023	Glick	Property Purchase - Trust Deed	Merged	164,246	N						
10	RDA Audit	Professional Services	10/1/2009	8/7/2037	Lance, Soli & Lungeard	close out audit of FY14	Merged	20,000	N				6,000		6,000
12	Successor Agency Admin	Admin Costs	2/1/2012	8/7/2037	City of Banning	Successor Agency Administration	Merged	5,500,000	N						
13	Fiscal Consulting Services	Professional Services	9/30/2009	8/7/2037	Urban Futures, Inc.	RDA wind down	Merged	90,000	N				12,500		12,500
17	Arbitration Analysis for TABs	Fees	12/16/2003	8/7/2037	William Associates	Arbitration Analysis for TABs	Merged	55,000	N						
23	Ramsey Street Improvements	Improvement/Infrastr	12/1/2014	9/30/2015	IPS	Infrastructure Improvements post FOC	Merged	7,452,207	N						
24	Fiscal Consulting Services	Professional Services	9/30/2009	8/7/2028	Urban Futures, Inc.	Correction of budget under-estimate in ROPS 15-16A	Merged	1	Y						
25	2003 TABs (Principal Reduction Only)	Bonds Issued On or Before 12/31/10	12/16/2003	8/7/2028	US Bank	Principal Reduction Only for the 2003 TABs	Merged	9,620,000	N				250,000		250,000
26	2007 TABs (Principal Reduction Only)	Bonds Issued On or Before 12/31/10	5/15/2007	8/7/2037	US Bank	Principal Reduction Only for the 2007 TABs	Merged	26,875,000	N				375,000		375,000
27	RDA Audit	Professional Services	10/1/2009	8/7/2037	Lance, Soli & Lungeard	Shortfall from ROPS 14-15A for audit services - PPA Form for EO # 10 - One-Time Only Request	Merged	649	N				649		649
28	Design Park Improvements	Improvement/Infrastr	7/1/2015	12/31/2015	RHA Landscape Architects	Design Roosevelt William's Park Improvements	Merged	50,000	N	50,000					50,000
29									N						
30									N						
31									N						
32									N						
33									N						
34									N						
35									N						
36									N						
37									N						
38									N						
39									N						
40									N						
41									N						
42									N						
43									N						
44									N						
45									N						
46									N						
47									N						
48									N						
49									N						
50									N						
51									N						
52									N						
53									N						
54									N						

292

Recognized Obligation Payment Schedule (ROPS 15-16A) - Report of Cash Balances

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf .										
A	B	C	D	E	F	G	H	I		
	Cash Balance Information by ROPS Period	Fund Sources							RPTTF	Comments
		Bond Proceeds		Reserve Balance			Other	RPTTF		
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)					
ROPS 14-15A Actuals (07/01/14 - 12/31/14)										
1	Beginning Available Cash Balance (Actual 07/01/14)	11,795,249			40,566			11,429		Cell C-1 consists of DSRFs and unspent bond proceeds. Cell H-1 is the ROPS 14-15A PPA.
2	Revenue/Income (Actual 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014	60,769								Cell C-2 includes interest earnings and loan repayments attributable to the bond fund. Cell H-2 is the actual amount of RPTTF distributed by the CAC.
3	Expenditures for ROPS 14-15A Enforceable Obligations (Actual 12/31/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	13,295			40,566			1,576,974		Cell H-3 ties to the PPA form.
4	Retention of Available Cash Balance (Actual 12/31/14) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)									
5	ROPS 14-15A RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 14-15A PPA in the Report of PPA, Column S	No entry required								
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 11,842,723	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,509		
ROPS 14-15B Estimate (01/01/15 - 06/30/15)										
7	Beginning Available Cash Balance (Actual 01/01/15) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 11,842,723	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,510		Cell H-7 is the PPA for ROPS 14-15B.
8	Revenue/Income (Estimate 06/30/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015							1,543,122		Cell H-8 is the actual amount of RPTTF distributed by the CAC.
9	Expenditures for ROPS 14-15B Enforceable Obligations (Estimate 06/30/15)	1,538,000						1,557,632		Cell H-9 equals the projected expenditure of RPTTF during ROPS 14-15B.
10	Retention of Available Cash Balance (Estimate 06/30/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)									Of the amount depicted in Cell C-11, \$2,852,516 represents DSRFs for the 2003 and 2007 TABs and the \$7,452,207 represents yet to be committed bond-funded project funds.
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ 10,304,723	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Recognized Obligation Payment Schedule (ROPS 15-16A) - Report of Prior Period Adjustments
 Reported for the ROPS 14-15A (July 1, 2014 through December 31, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
 (Report Amounts in Whole Dollars)

ROPS 14-15A Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15A (July through December 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16A (July through December 2015) period will be offset by the SA's self-reported ROPS 14-15A prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.																		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Non-RPTTF Expenditures																		
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin				Admin				Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16A Requested RPTTF)		
Item #	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available (ROPS 14-15A distributed + all other available as of 07/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available (ROPS 14-15A distributed + all other available as of 07/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	
1	2003 Tax Allocation	\$ 43,846	\$ 9,631	\$ 40,566	\$ 40,566	\$ -	\$ -	\$ 1,470,483	\$ 1,470,483	\$ 1,470,483	\$ 1,451,974	\$ 19,158	\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ -	\$ 19,158
2	2007 Tax Allocation	-	9,545	40,566	40,566	-	-	443,832	443,832	443,832	434,287	9,545	-	-	-	-	9,545	9,545
3	Annual Continuing Disclosure	-	396	-	-	-	-	929,809	929,809	929,809	929,523	286	-	-	-	-	396	396
4	Bond Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5	Bond Trustee Fees	-	-	-	-	-	-	6,700	6,700	6,700	5,825	\$ 875	-	-	-	-	\$ 875	\$ 875
6	Principal Reduction Payment for 2003 and 2007 TABs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7	Note Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8	Note Payable	43,846	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	RDA audit	-	-	-	-	-	-	5,000	5,000	5,000	5,649	\$ -	-	-	-	-	\$ -	\$ -
10	RDA audit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11	Successor Agency Admin	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12	Fiscal Consulting Services	-	-	-	-	-	-	12,500	12,500	12,500	4,148	\$ 8,352	-	-	-	-	\$ 8,352	\$ 8,352
13	Fiscal Consulting Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	Arbitrage Analysis for TABs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	Past Under Paid TI	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
16	Past Under Paid TI	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	Past Under Paid TI	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18	Past Under Paid TI	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	Past Under Paid TI	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	2003 TABs Interest ROPS 12-14A	-	-	-	-	-	-	53,620	53,620	53,620	53,620	\$ -	-	-	-	-	\$ -	\$ -
21	Fiscal Consulting Services	-	-	-	-	-	-	6,108	6,108	6,108	6,108	\$ -	-	-	-	-	\$ -	\$ -
22	RREG Repayment to USDA	-	-	-	-	-	-	12,814	12,814	12,814	12,814	\$ -	-	-	-	-	\$ -	\$ -

294

July 1, 2015 through December 30, 2015

295

CITY COUNCIL AGENDA

Date: March 24, 2015
To: City Council
From: Fred Mason, Electric Utility Director
Subject: Resolution No. 2015-12, "Awarding the Construction and Professional Services Contracts for Project No. 2014-04 'Corporate Yard Warehouse' and Rejecting All Other Bids"

RECOMMENDATION: Adopt City Council Resolution No. 2015-12:

- I. Approving the Construction Contract for Phase I (Civil Improvements) of Project No. 2014-04 "Corporate Yard Warehouse" to Moalej Builders, Inc., of Sherman Oaks, California, in the amount not to exceed \$1,091,500.00 including taxes and allowing a 10% contingency of \$109,150.00, and rejecting all other bids.
- II. Approving the Construction Contract for Phase II (Metal Building) of Project No. 2014-04 "Corporate Yard Warehouse" to Kinsman Construction Inc., of San Diego, California, in the amount not to exceed \$859,000.00 including taxes and allowing a 10% contingency of \$85,900.00, and rejecting all other bids.
- III. Approving the Construction Contract for Phase III (Tenant Improvements) for Project No. 2014-04 "Corporate Yard Warehouse" to International Computing Systems, Inc., of Los Angeles, California, in the amount not to exceed \$1,145,000.00 including taxes and allowing a 10% contingency of \$114,500.00, and rejecting all other bids.
- IV. Approving a Professional Services Agreement with Bernards, of Ontario, California for Construction Management Services ("CMS") for an amount "Not to Exceed" \$356,159.00.
- V. Approving a Professional Services Agreement with RMA Group of Rancho Cucamonga, California for Material Testing and Construction Inspection Services ("MT&CIS") for an amount "Not to Exceed" \$99,113.00.
- VI. Approving the first Amendment to the Professional Services Agreement with Higginson & Cartozian Architects ("HCA") of Redlands, California to include additional services in an amount of \$69,495.00.
- VII. Approving the first Amendment to the Professional Services Agreement with Albert A. Webb Associates ("WEBB") of Riverside, California to include additional services in an amount of \$15,800.00.

VIII. Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers related to the project and to approve change orders within the 10% contingencies.

IX. Authorizing the Interim City Manager to execute the construction and professional services contract agreements and amendments related to Project No. 2014-04 "Corporate Yard Warehouse."

STRATEGIC PLAN: Infrastructure and City Facilities Approval of this resolution would support the City Council's goal of improving City facilities throughout the City of Banning.

BACKGROUND: In April of 2010, the City Council adopted Resolution 2010-27 which authorized the use of Electric Bond funds for the construction of a new Electric warehouse to replace the existing dilapidated structure. To that end, the City began working with HCA, in November 2012 to assist in the development and design of the new building.

During an 18 month period, City staff met with representatives from HCA and finalized a set of plans and specifications and on June 27 and July 4, 2014 advertised a Notice Inviting to Bid. On August 12, 2014 the City Clerk received and publicly opened six (6) bids, resulting in a lowest bid equal to \$5,116,529.00.

On September 23, 2014 the City Council rejected all bids and directed staff to evaluate the design and revise the scope of the project to reduce the construction costs. As a result, City staff met multiple times with HCA and developed a new set of plans and specifications. The major changes to the project include:

1. Revisions/Deletions to the structural steel system.
2. Revisions/Deletions to various HVAC components.
3. Substitution of certain finishes for less costly ones.
4. Phasing of the project to eliminate overhead costs and to open the bidding to more contractors. The phases are as follows:
 - a. Phase I: Civil Improvements
 - b. Phase II: Metal Building
 - c. Phase III: Tenant Improvement

City staff advertised a Notice Inviting to Bid on October 17 and October 24, 2014 for Phase II-Metal Building in the Press Enterprise, City Website and various industry plan rooms. On November 3, 2014 the City Clerk received, publicly opened and read out loud the following results:

<u>Company</u>	<u>Bid Results</u>
1. Kinsman Construction, Inc. ("KCI")	\$879,000.00
2. Cairo Construction Company	\$940,930.00
3. PRAVA Construction, Inc.	\$998,457.00

The engineer's estimate was \$1,150,000.00. A copy of the lowest bid can be found attached as Exhibit "A".

The scope of work for Phase II includes the design of the structural steel system and foundation; and fabrication of the steel structure and erection of the metal building including steel walls, mezzanine, metal roof and metal exterior.

The City has entered into a \$20,000.00 design contract with KCI to complete the design of the foundation (concrete pad and footings) in order to include the construction details as part of the bidding documents for Phase I. For this reason Phase II was bid first. Since the design portion of the project has commenced KCI's bid will be reduced by \$20,000.00, therefore the construction contract amount shall be for a not to exceed amount of \$859,000.00.

On November 13, 2014 City staff received a formal bid protest from Cairo Construction Company against the lowest bidder claiming that the bid was non-responsive. Staff forwarded the protest to the office of the City Attorney for review. It was determined that the irregularities in the bid were minor, not material and waivable. A response letter, attached as Exhibit "B", from the office of the City Attorney was issued on January 26, 2015.

On November 25 and December 2, 2014 City staff advertised Phase I – Civil Improvements and Phase III – Tenant Improvements. The projects were advertised in the Press Enterprise, City of Banning website and various industry plan rooms.

On February 3, 2015 the City Clerk received fourteen (14) bids, publicly opened and read out loud the following results for Phase III – Tenant Improvements:

<u>Company</u>	<u>Bid Results</u>
1. International Computing Systems, Inc.	\$1,145,000.00
2. Kinsman Construction, Inc.	\$1,323,944.00
3. PUB Construction	\$1,355,158.00
4. CA City Construction	\$1,385,000.00
5. Dalke & Sons Construction	\$1,402,936.00
6. AMG & Associates	\$1,412,065.10
7. PRAVA Construction Services	\$1,420,280.00
8. AVI-CON, Inc.	\$1,527,000.00
9. Delt Builders, Inc.	\$1,623,000.00
10. Hinkley & Associates	\$1,728,946.00
11. Kemcorp Construction	\$1,749,500.00
12. Horizon Construction Co.	\$1,797,300.00
13. Jitney Company, Inc.	\$1,816,641.00
14. Moalej Builders, Inc.	\$1,938,000.00

The engineer's estimate was \$1,125,000.00. A copy of the lowest bid can be found attached as Exhibit "C".

The scope of the work includes the construction of interior wall framing/drywall, suspended ceilings, casework and finishes such as painting, flooring and doors and installation of plumbing, electrical and mechanical systems. A copy of the bidding documents can be reviewed at the counter of the Public Works Department.

The original bid opening date for Phase I – Civil Improvements was set for February 3, 2014, but was revised, via an addendum during the Request for Information (“RFI”) period. On February 12, 2015 the City Clerk received five (5) bids, publicly opened and read out loud the following results for Phase I – Civil Improvements:

<u>Company</u>	<u>Base Bid</u>	<u>Bid Alternative</u>	<u>Total Bid</u>
1. PUB Construction, Inc.	\$638,410.00	\$105,670.00	\$744,080.00
2. Moalej Builders, Inc.	\$974,000.00	\$117,500.00	\$1,091,500.00
3. Hamel Contracting, Inc.	\$1,108,924.83	\$97,698.38	\$1,206,623.21
4. Horizon Construction Co.	\$1,231,597.00	\$139,000.00	\$1,370,597.00
5. Fata Construction and Dev.	\$1,817,715.04	\$150,543.80	\$1,968,258.84

The engineer’s estimate was \$1,050,000.00.

After the bid opening, PUB Construction, Inc. withdrew their bid due to errors, see Letter of Bid Withdrawal attached as Exhibit “D”. City staff has deemed their bid as non-responsive. As a result the lowest bidder is Moalej Builders, Inc. A copy of the bid submitted by Moalej Builders, Inc. can be found attached as Exhibit “E”.

The base scope of work includes abatement of lead and asbestos; demolition of the existing warehouse and site paving; site grading and pad preparation; site paving and concrete walkways; construction of the building’s reinforced concrete foundation (slab and footings); and installation of site utilities including plumbing, gas, sewer, water and fire protection. A copy of the bidding documents can be reviewed at the counter of the Public Works Department.

Additionally, the bidding documents for Phase I include Bid Alternative #1 which includes additional grading and paving for an area to be used by the Electric Department for the storage of wood poles. In addition to the Base Bid, staff recommends the award of Bid Alternative #1.

As part of Resolution No. 2015-12, staff is also recommending the award of two professional services contracts: (1) CMS and (2) MT&CIS. City staff has determined that it is essential to have these services provided by consultants due to the time commitment required to manage the construction of the project and complexity of completing the required specialty testing and inspections.

On November 24, 2014, staff advertised a Request for Proposal (“RFP”) for CMS and a RFP for MT&CIS. The RFPs were advertised in the Press Enterprise and the City of Banning website. On January 15, 2015, the City Clerk received a total of eighteen (18) proposal, nine (9) each, in response to the RFPs.

An evaluation committee, made up of the Senior Engineer, Associate Electrical Engineer and Public Works Analyst evaluated all 18 proposals. The proposals were scored on: project approach, technical competency, qualifications, project team, responsiveness to the RFP and cost.

The CMS proposal evaluation results are as follows:

<u>Company</u>	<u>Score (out of 100)</u>
1. Bernards	90.0
2. Michael Baker	86.8
3. KOA	83.5
4. Vanir	81.3
5. PRAVA	78.5
6. Z&K	75.3
7. Interwest	74.8
8. Erickson Hall	72.7
9. Alsaleh	70.5

Staff therefore recommends the award of a professional services contract to Bernards of Ontario, California in a not to exceed amount of \$356,159.00 to provide CMS. Bernard's fee statement can be found attached as Exhibit "F".

The main items in the scope of services for the CMS include: implementation of the project schedule; coordination between contractors, utility agencies and inspectors/material testers; ensuring contractors comply with contract documents (plans and specifications), labor laws and state and federal regulations; reviewing contractor's monthly progress; manage the submittal of RFI's, shop drawings and construction change orders; preparation of daily, weekly and monthly progress reports; coordination of weekly construction meetings; and project closeout including coordination of final inspections, commissioning of equipment, submittal of As-Built drawings and final project record compilation.

A detailed list of the scope of services is included in the "Request for Proposal for Construction Management Services" attached as Exhibit "G".

The MT&CIS proposal evaluation results are as follows:

<u>Company</u>	<u>Score (out of 100)</u>
1. RMA	86.3
2. Southwest	76.0
3. Koury	74.2
4. Heider	73.0
5. CTE South	71.2
6. Michael Baker	70.5
7. Hilltop	65.0
8. Twining	61.0

Staff therefore recommends the award of a professional services contract to RMA Group of Rancho Cucamonga, California in a not to exceed amount of \$99,113.00 to provide MT&CIS. RMA's fee statement can be found attached as Exhibit "H".

The scope of services to be provided by RMA include observation of grading; compaction testing during site preparation and structural backfill placement including building pads, foundation, utility trenches and site pavement; performance of special inspection such as concrete placement for foundation/footing, structural steel shop fabrication, structural steel assembly; and material sampling and testing (concrete, steel, bolts and welding).

A detailed list of the scope of services is included in the "Request for Proposal for Material Testing and Construction Inspection Services" attached as Exhibit "I".

As part of Resolution No. 2015-12, staff is also recommending the amendment of two professional services contracts: (1) HCA and (2) WEBB.

It is recommended that the existing professional service contract with HCA, the architect of record, be amended in order for the firm to provide services during construction. The architect team also includes the mechanical, structural and electrical engineers of record. The services will include responding to RFIs submitted by the contractor; field revisions to the plans; and review of submittals, shop drawings and product samples. The amount of the amendment is equal to \$69,495.00. HCA's proposal can be found attached as Exhibit "J".

Finally, staff recommends the amendment of the existing professional services contract with WEBB, the civil engineer of record. The services included in the amendment include construction surveying and staking. The amount of the amendment is equal to \$15,800.00. WEBB's proposal can be found attached as Exhibit "K".

All contracts and amendments related to this resolution shall be prepared on documents approved by the City Attorney.

If approved, the project will commence during the month of May, 2015. It is estimated that the project will be completed during July, 2016.


FISCAL DATA: The total construction costs, not including contingency, equal \$3,095,500.00. That amount is \$2,021,029.00 less than the previous low bid of \$5,116,529.00, which was rejected on September 23, 2014. The total project budget is equal to \$3,945,617.00 and includes the following:

<u>Description</u>	<u>Cost</u>	<u>10% Contingency</u>	<u>Total</u>
1. Phase I	\$1,091,500.00	\$109,150.00	\$1,200,650.00
2. Phase II	\$859,000.00	\$85,900.00	\$944,900.00
3. Phase III	\$1,145,000.00	\$114,500.00	\$1,259,500.00
Sub Total	\$3,095,500.00	\$309,550.00	\$3,405,050.00

4. CMS	\$356,159.00	\$0.00	\$356,159.00
5. MT&CIS	\$99,113.00	\$0.00	\$99,113.00
6. Architect	\$69,495.00	\$0.00	\$69,495.00
7. Surveying/Staking	<u>\$15,800.00</u>	<u>\$0.00</u>	<u>\$15,800.00</u>
Sub Total	\$540,567.00	\$0.00	\$540,567.00
Total Project Cost	\$3,636,067.00	\$309,550.00	\$3,945,617.00

Funds in the amount of \$2,473,910.31 are available in account 674-7000-473.90-11, New Building – City Yards. The remaining amount of \$1,471,706.69 will be appropriated from the Electric Improvement Fund, which currently has a balance of \$6,924,309.00.

RECOMMENDED BY:



Fred Mason,
Electric Utility Director

APPROVED BY:



James E. Smith
Interim City Manager

REVIEWED BY:



Dean Martin
Interim Administrative Services Director

RESOLUTION NO. 2015-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDED THE CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS FOR PROJECT NO. 2014-04 "CORPORATE YARD WAREHOUSE" AND REJECTING ALL OTHER BIDS

WHEREAS, the City of Banning owns and operates its Municipal Electric Utility; and

WHEREAS, it is essential that the City of Banning continues to maintain and upgrade electric utility facilities within the city limits; and

WHEREAS, the City of Banning adopted Resolution 2010-27 which authorized the use of Electric Bond funds for the construction of a new Electric warehouse to replace the existing dilapidated structure; and

WHEREAS, staff solicited bids for Phase I (Civil Improvements), Phase II (Metal Building) and Phase III (Tenant Improvements) of Project No. 2014-04 "Corporate Yard Warehouse"; and

WHEREAS, Moalej Builders, Inc. of Sherman Oaks, CA is the lowest responsive and responsible bidder to complete the scope of work related to Phase I; and

WHEREAS, Kinsman Construction, Inc. of San Diego, CA is the lowest responsive and responsible bidder to complete the scope of work related to Phase II; and

WHEREAS, International Computing Systems, Inc. of Los Angeles, CA is the lowest responsive and responsible bidder to complete the scope of work related to Phase III; and

WHEREAS, staff advertised a Request for Proposal for Construction Management Services and received and evaluated nine proposals; and

WHEREAS, the evaluation committee, made up of three city staff members, rated Bernards, of Ontario, CA the highest and recommends the award of a Professional Services contract to provide the City with Construction Management Services throughout the project; and

WHEREAS, staff advertised a Request for Proposal for Material Testing and Construction Inspection Services and received and evaluated nine proposals; and

WHEREAS, the evaluation committee rated RMA Group, of Rancho Cucamonga, CA the highest and recommends the award of a Professional Services contract to provide the City with Material Testing and Construction Inspection Services throughout the project; and

WHEREAS, staff recommends that the existing professional services contract with Higginson & Cartozian Architects, the architect of record, be amended in order for the firm to provide services during construction; and

WHEREAS, staff recommends that the existing professional services contract with Albert A. WEBB and Associates, the civil engineer of record, be amended in order for the firm to provide services during construction; and

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

SECTION 1. Adopt Resolution No. 2015-12, "Awarding the Construction and Professional Services Contracts for Project No. 2014-04 'Corporate Yard Warehouse' and Rejecting All Other Bids.

SECTION 2. Approve the construction contract, in an amount not-to-exceed \$1,091,500.00, for Phase I (Civil Improvements) to Moalej Builders, Inc. of Sherman Oaks, CA and allowing a 10% contingency of \$109,150.00.

SECTION 3. Approve the construction contract, in an amount not-to-exceed \$859,000.00, for Phase II (Metal Building) to Kinsman Construction, Inc. of San Diego, CA and allowing a 10% contingency of \$85,900.00.

SECTION 4. Approve the construction contract, in an amount not-to-exceed \$1,145,000.00, for Phase III (Tenant Improvements) to International Computing Systems, Inc. of Los Angeles, CA and allowing a 10% contingency of \$114,500.00.

SECTION 5. Approve the professional services contract, in an amount not-to-exceed \$356,159.00, for construction management services to Bernards of Ontario, CA.

SECTION 6. Approve the professional services contract, in an amount not-to-exceed \$99,113.00, for material testing and construction inspection services to RMA Group of Rancho Cucamonga, CA.

SECTION 7. Approve an amendment to the professional services contract with Higginson & Cartozian Architects of Redlands, CA in an amount of \$69,495.00, for services during construction.

SECTION 8. Approve an amendment to the professional services contract with Albert A. WEBB Associates of Riverside, CA in an amount of \$15,800.00, for services during construction.

SECTION 9. The Interim City Manager is authorized to execute the construction contract and professional service agreements and amendments for Project No. 2014-04 "Corporate Yard Warehouse."

SECTION 10. The Administrative Services Director is to make the necessary budget adjustments, appropriations, and transfers related to the project and to approve change orders within the 10% contingencies.

PASSED, ADOPTED AND APPROVED this 24th day of March, 2015.

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. 2015-12 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March, 2015 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Exhibit “A”
Phase II – Metal Building Lowest Bid
(Kinsman Construction, Inc.)

PROJECT NO. 2014-04E, "CORPORATE YARD WAREHOUSE, Phase II, Metal Bldg."

BID SCHEDULE

ITEM NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY		UNIT PRICE	TOTAL
1.	Metal Building Structure (Material)	1	LS	489,000	489,000
2.	Metal Building Design (must be less than \$20,000.00)	1	LS	20,000	20,000
3.	Metal Building Erection	1	LS	326,000	326,000
4.	All unidentified components	1	LS	0	0
5.	GC OH/profit	1	LS	44,000	44,000

BID AMOUNT IN FIGURES: \$ 879,000

BID AMOUNT IN WORDS: eight hundred seventy nine thousand dollars

NOTE: This Bid Schedule will be included by the Contractor as a part of their bid. The City of Banning reserves the right to reduce quantities without a change in the Contractor's Bid Prices, due to a possible reduction in funding, at the time of contract award.

Exhibit “B”
Phase II – Metal Building Bid Protest
Response Letter from the Office of the City
Attorney



**ALESHIRE &
WYNDER LLP**
ATTORNEYS AT LAW

ORANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

David S. Kwon
dkwon@awattorneys.com
(951) 241-7338

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Riverside, CA 92501
P (951) 241.7338
F (951) 300.0985

AWATTORNEYS.COM

January 26, 2015

VIA ELECTRONIC MAIL ONLY

P. Randolph Finch Jr., Esq.
Marks Finch Attorneys for
Cairo Construction Company
E-Mail: pfinch@marksfinch.com

Richard J. Pinto, Esq.
Marks Finch Attorneys for
Cairo Construction Company
E-Mail: rpinto@marksfinch.com

Re: Bid Protest for Project No. 2014-04E – Corporate Yard Warehouse Phase II

Dear Messrs. Finch and Pinto:

As you are aware our firm serves as the City Attorney for the City of Banning (“City”) as its City Attorney and this letter is the City’s response to the bid protest filed by your client Cairo Construction Company (“Cairo”). As we discussed in December, we received the Cairo’s bid protest dated November 13, 2014 which alleges that Kinsman Construction (“Kinsman”) bid proposal is non-responsive and demands that the City award the Corporate Yard Warehouse Project (“Project”) to Cairo as the lowest responsive bidder. We have also received your letter dated January 12, 2015 which supplements your bid protest (“Protest Supplement”).

Cairo’s basis for its protest is that 1) Kinsman did not sign the addendums I & II to the bid proposal and thus is not bound to the same bid proposal as the other bidders; and 2) Kinsman did not select a manufacturer accredited by the IAS as called for in the bid specifications giving Kinsman an unfair advantage over bidders. In addition, the Protest Supplement alleges that the project Architect stated that any failure to comply with Section 13 3419 would result in the bid being non-responsive.

After reviewing Cairo’s bid protest and Protest Supplement, the City’s Utility Director has determined that the defects in Kinsman bid proposal are not material and minor and such defects are waivable.

A bid that “substantially conforms” to a call for bids may, even if it is not strictly responsive, be accepted if the variance or defect in the bid proposal is minor or inconsequential. (*Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181.) A bid defect is non-consequential or minor if it does not 1) affect the amount of the bid or 2) give a bidder an advantage or benefit not allowed other bidders. (*Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 908 [a deviating bid must be set aside only where the deviation is capable of facilitating corruption or extravagance, or likely to affect the amount of the bids or the response of potential bidders].) The question of whether in any given case a bid varies substantially or only inconsequentially from the call for bids is a question of fact. These

considerations must be evaluated from a practical rather than hypothetical standpoint, with reference to the factual circumstances of the case. (*Id.*)

A. Unsigned Addendum Acknowledgments

Here, Kinsman did certify receipt of the addendums, but did so in the wrong place. The purpose of the acknowledgments was to certify receipt of the addendums to the changes in the bid specifications. Kinsman provided acknowledgment of receipt of the addendums but just did not sign it in the correct place. A court has held that where a bidder had failed to sign the bid on the appropriate line, the bid was nevertheless valid because it was signed elsewhere. (*Menefee v. County of Fresno*, 163 Cal.App.3d 1175, 1180 [contractor's bid for a county public works contract was valid despite the contractor's failure to sign the appropriate line on the bid form, which contained mandatory language requiring the signature].)

Also, the bid addendums state that failure to acknowledge receipt of the addendum in the space provided *may* subject bidder to disqualification leaving the discretion to reject an unacknowledged bid with the City. Moreover, there is no facts to support that Kinsman received an unfair competitive advantage by failing to sign the addendums in the appropriate place. Kinsman is still bound to the addendums because they signed the bid documents elsewhere. Therefore, Kinsman failure to sign the acknowledgement in the correct place is a non-material defect in which the City may waive.

B. Listing of an Unaccredited Manufacturer

As for listing a non-accredited manufacturer, the bid specifications required that manufacturer's qualifications be accredited based on IAS Accreditation Criteria AC472. (§13-3419-4.) This accreditation demonstrates that manufacturer has personnel, experience, knowledge and quality procedures and commitment to fabricate in accordance with specified requirements. Here, Kinsman listed Empire Steel Buildings ("Empire") as their manufacturer which is not accredited by IAS. However, Kinsman included a letter in its bid proposal verifying that Empire purchases supplies from All American Systems, a division of NCI Building Systems, which is IAS accredited. Kinsman included NCI's IAS accreditation certificates in its bid proposal showing that Kinsman will be using supplies from an IAS accredited manufacturer.

Also, the bid forms state "[i]t shall be understand that where Contractor elects *not* to use the material manufacturers called for in the Specifications he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Engineer." Here, the City Engineer determined that Empire is a manufacturer of equal quality as a manufacturer of that is IAS accredited since Empire purchases its supplies through All American Systems, a division of NCI, which is an accredited manufacturer. Therefore, listing Empire is a minor and inconsequential defect in the bid specifications.

C. Protest Supplement

In regard to the Protest Supplement, you argue that the project Architect's e-mail stating, "The General Contractor's bid will be nonresponsive if they list a subcontractor and metal building manufacturer [for] whom they have not sent in the data *one week prior to bid date*" means that a bidders failure to comply with any of the certification or accreditation requirements under Section 13 3419 cannot be awarded the Project because their bids are nonresponsive. However, this argument is misplaced for several reasons. First, this pre-bid email chain does not pertain to same bid Cairo is protesting. The emails which are dated July 24, 2014 are for the first bid opening that took place on August 12, 2014. Kinsman was lowest bidder on the second bid opening for this Project which was on November 3, 2014. Second, as stated in your Protest Supplement, the email exchange was in reference to the certification requirements under §1.5 and Cairo is not alleging that Kinsman failed to meet these specific requirements. Even if Cairo did, *arguendo*, the requirements for under §1.5 were changed in Addendum #1 which provides that the metal building certification may be submitted with the bid. (See page 6 of 30 of Addendum #1 dated October 29, 2014.) Third, as stated under section B of this letter, the bid form allowed bidders to submit material manufacturers not called for in the specifications if they are of equal quality, durability, functional character and efficiency and the Director Fred Mason determined Empire met this standard. Therefore, the City does not find that Kinsman failed to comply with the certification or accreditation requirements of the bid.

D. Conclusion

The Project bid specifications provide that the City *may waive any informalities or minor defects* or reject any and all Bids. Given the above, the Director Fred Mason has determined that the defects in the Kinsman bid documents are minor and therefore waived by the City. Thus, the recommendation to the City Council will be to award the contract for the Project to Kinsman as the lowest responsive bidder. As stated in the bid instructions, the award of contract, if made, will be made within 180 calendar days from the bid opening date which was on November 3, 2014. City has scheduled the award of the contract for this Project on February 24, 2015, but the award date is subject to change. You have an opportunity to be heard by the Council regarding your bid protest during public comment portion of that meeting when contract will be awarded.

Richard J. Pinto
January 26, 2015
Page 4

Very truly yours,

ALESHIRE & WYNDER, LLP



David S. Kwon
Deputy City Attorney

DSK

cc: David J. Aleshire, City Attorney (email only)
Lona N. Laymon, Assistant City Attorney (email only)
Fred Mason, Electric Utility Director (email only)
Art Vela, Senior Engineer (email only)

Exhibit “C”
Phase III – Tenant Improvements
Lowest Bid
(International Computing Systems, Inc.)

**PROJECT NO. 2014-04E, "CORPORATE YARD WAREHOUSE – PHASE III
TENANT IMPROVEMENTS"**

BID SCHEDULE

ITEM NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY		UNIT PRICE	TOTAL
1.	Interior wall/drywall and floor framing	1	LS	\$ 150,000. ⁰⁰	\$ 150,000. ⁰⁰
2.	Interior electrical, low voltage, and data	1	LS	\$ 50,000. ⁰⁰	\$ 50,000. ⁰⁰
3.	Exterior masonry wainscot	1	LS	\$ 30,000. ⁰⁰	\$ 30,000. ⁰⁰
4.	Doors and Door Hardware	1	LS	\$ 35,000. ⁰⁰	\$ 35,000. ⁰⁰
5.	Interior lighting	1	LS	\$ 200,000. ⁰⁰	\$ 200,000. ⁰⁰
6.	HVAC and ventilation systems	1	LS	\$ 100,000. ⁰⁰	\$ 100,000. ⁰⁰
7.	Suspended ceilings	3,500	SF	\$ 7. ⁰⁰	\$ 25,000. ⁰⁰
8.	Finishes, including painting, flooring, tiles, etc.	1	LS	\$ 150,000. ⁰⁰	\$ 150,000. ⁰⁰
9.	Casework	1	LS	\$ 25,000. ⁰⁰	\$ 25,000. ⁰⁰
10.	Plumbing	1	LS	\$ 120,000. ⁰⁰	\$ 120,000. ⁰⁰
11.	Fire sprinklers	1	LS	\$ 50,000. ⁰⁰	\$ 50,000. ⁰⁰
12.	Motorized roll-up doors	10	EA	\$ 3,000. ⁰⁰	\$ 30,000. ⁰⁰
13.	All unidentified components	1	LS	\$ 30,000. ⁰⁰	\$ 30,000. ⁰⁰
14.	GC OH/profit		LS	\$ 150,000. ⁰⁰	\$ 150,000. ⁰⁰

BID AMOUNT IN FIGURES: \$ 1,145,000.⁰⁰

BID AMOUNT IN WORDS: One million one hundred forty five thousand only Dollars.

NOTE: This Bid Schedule will be included by the Contractor as a part of their bid. The City of Banning reserves the right to reduce quantities without a change in the Contractor's Bid Prices, due to a possible reduction in funding, at the time of contract award.

Exhibit “D”
Letter of Bid Withdrawal
(Pub Construction, Inc.)

23441 Golden Springs Drive, #104
Diamond Bar, CA 91765
T. 909-455-0187 | F. 909-455-0188
CA License 788668 | License A, B, C-33, C-15, C-54



02/12/2015

VIA ELECTRONIC MAIL

Attn: Art Vela
Senior Engineer
City of Banning
Banning City Hall
99 E. Ramsey Street
Banning, CA 92220

RE: Letter of Bid Withdrawal
CORPORATE YARD WAREHOUSE – Phase I CIVIL IMPROVEMENTS
Bid Schedule # 2014-04E

Dear Mr. Art Vela;

In preparation of bid#2014-04E, conjunction to the aforementioned project, we discovered we made a clerical error. This mistake involves an error made in the proposed price. This error is reflected in the total bid price, and thus this mistake should have been added as part of the final calculation of our total proposed bid.

In view of the error, we would like to respectfully request to withdrawal our bid as provided in the California Public Contract Code Section 5103. I want to thank you very much for considering our Bid Proposal for the project and hope to bid for upcoming projects.

Sincerely,

A handwritten signature in black ink, appearing to be "Chris Yi", written over a horizontal line.

Chris Yi
President

Cc: Millennium Corporate Solutions

Exhibit “E”
Phase I – Civil Improvements Lowest Bid
(Moalej Builders, Inc.)

**PROJECT NO. 2014-04E, "CORPORATE YARD WAREHOUSE – PHASE I
CIVIL IMPROVEMENTS"**

BID SCHEDULE

ITEM NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY		UNIT PRICE	TOTAL
1.	Demolition	65,000 ^{65,000}	SF	1.00	65,000
2.	Site grading and pad preparation	1	LS	70,000	70,000
3.	Site paving, concrete walks, parking upgrades, etc.	1	LS	205,000	205,000
4.	Building concrete foundation, footings, slab	700	CY	215	150,500
5.	Concrete reinforcing	2,000	LF	4.00	8,000
6.	Site masonry	1	LS	53,500 ^{53,500}	53,500 ^{53,500}
7.	Site utilities including mechanical, electric, plumbing gas, sewer, water, fire hydrant, etc.	1	LS	225,000	225,000
8.	All unidentified components	1	LS	40,000	40,000
9.	GC OH/profit	1	LS	157,000	157,000

BASE BID AMOUNT IN FIGURES: \$ 974,000.00

BASE BID AMOUNT IN WORDS: Nine hundred seventy-four thousand & zero cents

BID ALTERNATE #1

ITEM NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY		UNIT PRICE	TOTAL
10.	Grading & installation of AC paving to San Geronio Ave. and E. Barbour St. See Sheet C-3	26,000	SF	3.75	97,500
11.	GC OH/profit	1	LS	20,000	20,000

BID ALT #1 AMOUNT IN FIGURES: \$ 117,500 ⁰⁰/₁₀₀

BID ALT #1 AMOUNT IN WORDS: one hundred seventeen thousand five hundred ⁰⁰/₁₀₀ zero cents

NOTE: This Bid Schedule will be included by the Contractor as a part of their bid. The City of Banning reserves the right to reduce quantities without a change in the Contractor's Bid Prices, due to a possible reduction in funding, at the time of contract award.

**Exhibit “F”
Fee Statement
Bernards**

Fee Proposal Summary (Revised 2-12-15)**Fee Proposal for Construction Management Services**

City of Banning - Project No. 2014-04E, "Corporate Yard Warehouse"



Fee Proposal Summary	Staffing	Materials	Total
1. Preconstruction	\$ 49,596		
2. Construction Services, (Staffing)	\$ 246,094		
3. Move-In & Closeout (Staffing)	\$ 40,716		
4. Construction Services (General Conditions)		\$ 19,753	
Subtotals	\$ 336,406	\$ 19,753	
Total Fee Proposal			\$ 356,159

LE BERNARDS

Bernards CM Fee Proposal
City of Banning - Corporate Yard Warehouse

HOURLY RATES

Fee Proposal for Construction Management Services

City of Banning - Project No. 2014-04E, "Corporate Yard Warehouse"



Hourly Rates	
Position	Hourly Rate
Project Executive	\$ 175.00
Project Manager/Construction Manager	\$ 117.00
Assistant Project/Construction Manager	\$ 88.00
Project Engineer	\$ 72.00
General Superintendent	\$ 203.00
Project Superintendent	\$ 117.00
Project Assistant/Administrative Support	\$ 61.00
Scheduler/Project Planner	\$ 117.00
Safety Director	\$ 108.00
Labor Compliance Manager	\$ 81.00
IT Support	\$ 108.00

* Rates increase 4% each July 1st, subject to approval by City.

General Conditions / Material Costs (Revised 2-12-15)

Fee Proposal for Construction Management Services

City of Banning - Project No. 2014-04E, "Corporate Yard Warehouse"



General Conditions / Material Costs		Duration:	15	Months
Staff Services/Insurance	Rate per Month	Months	Costs	
Temporary Field Office	\$ 550	0	\$ -	
Office Equipment and Furniture	\$ 30	15	\$ 450	
Office Supplies/Photos	\$ 50	15	\$ 750	
Postage/Delivery	\$ 50	15	\$ 750	
Computers and Software	\$ 300	15	\$ 4,500	
Information Technology Maintenance and Support	\$ 100	15	\$ 1,500	
Phone/Cellphones	\$ 125	15	\$ 1,875	
Water/Water Cooler	\$ 125	15	\$ 1,875	
Copier/Printer	\$ 350	15	\$ 5,250	
Document Reproduction	\$ 20	15	\$ 300	
Fire Equipment, Hard Hats, First Aid	\$ 10	15	\$ 150	
General Liability Insurance	Lump Sum		\$ 1,890	
Professional Liability Insurance	Lump Sum		\$ 463	
Totals (Direct Cost - No mark-ups)		Mo. Rate \$ 1,710	\$ 19,753	

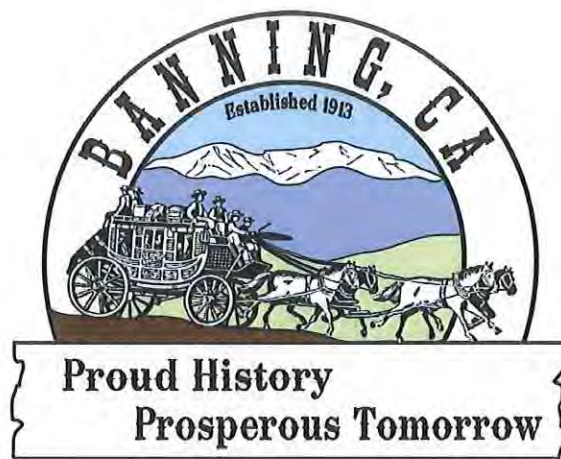
Construction Phase - General Requirements	Description
<u>Project and Site Facilities</u>	
Field Equipment	By Contractor
OSHA Requirements (shade, drinking water, first aid, PPE, etc.)	By Contractor
Temporary Field Offices/Storage Containers for Contractors	By Contractor
Temporary Site Fencing, Barricades and Walkways	By Contractor
Temporary Roads and Maintenance	By Contractor
Worker Parking/Shuttle Costs	By Contractor
Temporary Toilets and Handwash Facilities	By Contractor
Temporary Job Signage and Project Sign	By Contractor
Trash Dumpsters and Service	By Contractor
Storm Water Pollution Prevention Plan (SWPPP)	By Contractor
Dust Protection and Control	By Contractor
Progressive Clean-up	By Contractor
Final Clean-up	By Contractor
Utility Connection Fees and Permits	By Contractor
Material Testing and Special Inspection and Geotechnical Monitoring	By City
<u>Temporary Utilities</u>	
Temporary Electrical Power, Lighting and Spider Boxes	By Contractor/City
Monthly Electrical Bill	By Contractor/City
Temporary Water Connection	By Contractor/City
Monthly Water Bill	By Contractor/City
Temporary Sewer Connection	By Contractor/City

324

Exhibit “G”
Request for Proposals for Construction
Management Services

Request for Proposals

Construction Management Services (CMS) for: Project No. 2014-04E, "Corporate Yard Warehouse"



Responses Due:
City of Banning
99 E. Ramsey Street
Banning, CA 92220
(951) 922-3130

Due Date: 1/15/2015 by 5:00 p.m.

November, 2014

TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	Project Description and Objectives	1
1.2	Background Information	1
2.0	CONSULTANT QUALIFICATIONS	1
2.1	Qualifications and Understanding	2
2.2	Project Team	2
2.3	Proposed Approach	3
2.4	References	3
3.0	SCOPE OF WORK	
3.1	Task 1: Pre-Construction Services	3
3.2	Task 2: Services During Construction	3
3.3	Task 3: Services During Construction Close-Out	8
4.0	PROPOSAL SUBMISSION	9
4.1	RFP Time Schedule	9
4.2	Number of Copies and Delivery	9
4.3	Format and Content	9
4.4	Proposal Evaluation	10
4.5	Negotiations	10
5.0	CONTRACT REQUIREMENTS AND SUBMITTALS	11
5.1	City of Banning Requirements	11

1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION AND OBJECTIVES

The City of Banning (City) is soliciting proposals from qualified and professional Construction Management firms to provide construction management services for Project No. 2014-04E, "Corporate Yard Warehouse."

1.2 BACKGROUND INFORMATION

The City of Banning, incorporated in 1913, covers approximately 23.2 square miles located in the San Geronio Pass area of Riverside County, approximately 30 miles east of the cities of San Bernardino and Riverside. The 2010 U.S. Census reported a population of 29,603 for the City of Banning. It is estimated that the population will increase by approximately 2% per year.

Project No. 2014-04E, "Corporate Yard Warehouse" consist of the demolition of an existing 6,800 SF metal building and the construction of a new 26,200 SF metal building. The project, located at the City's Corporate Yard (176 E. Lincoln Street) has been bid out in three separate phases of construction: Phase I includes demolition, grading, site utilities, drainage structures, paving and the new building's foundation; Phase II includes the erection of the new metal building and Phase III includes tenant improvements.

It is anticipated that the project will commence during the end of March, 2015 and will take approximately 15 months to complete.

In general, the Consultant CMS Project Manager shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the project. The Consultant Project Manager shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), California Building Code, Caltrans Standard Specifications, City Standards, and OSHA Construction Safety Orders. The Consultant shall be able to interact professionally with contractors, engineers, elected officials, property owners, business owners, and the public at large; coordinate with other city personnel; promote quality customer service; and respond promptly and courteously to requests. The Consultant shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

The Consultant shall be responsible for providing complete project management services for approximately 15 months during pre-construction, construction, and after construction of the project (project closeout). The consultant shall provide coordination services with architects, engineers, geotechnical engineers/material testing consultant, construction inspection consultant, City-owned utilities, affected non-City-owned utility companies, City of Banning's staff and general contractors. Non-City (privately) owned utilities include gas, cable television, and communications.

The Consultant shall work with the City staff, consultants, architects, contractors, and others in providing any required services, as determined by the Public Works Director. A full-time CMS Project Manager shall be assigned to this project.

Field office facilities will not be provided by the City. The Consultant shall provide a trailer for his personnel. All personal equipment (cell phones, computers, safety equipment, transportation, etc.) needed to conduct the proposed construction management services shall be provided by the Consultant as a part of his services.

2.0 CONSULTANT QUALIFICATIONS

2.1 QUALIFICATIONS AND UNDERSTANDING

Each Consultant must provide the following information about their company so the City can evaluate the Consultant's stability and ability to support the commitments set forth in response to the RFP. It is imperative the consultant's proposal fully address all aspects of the RFP. The proposal must provide City staff with clearly expressed information concerning the Proposer's understanding of the City's specific requirements.

The Consultant shall outline their company's background, including:

- How long the company has been in business, plus a brief description of the company history, size and organization.
- Consultant qualifications to provide the required services and a statement of understanding of the work involved to complete this assignment.

2.2 PROJECT TEAM

Each Consultant must provide the following information about their project team:

- Primary point of contact, person responsible for overall corporate commitment (must be a company principal or officer) and project manager. Describe the responsibilities of the individuals and extent of involvement with the project.
- Identify and list key individuals proposed for the project team. Describe the responsibilities of the individuals and extent of involvement with the project. As an exhibit to your proposal enclose brief resumes of each key team member with a list of all credentials, certificates, previous projects and roles taken.
- All key personnel listed should have current names, titles and telephone numbers and be listed on at least one of the supplied client references who are familiar with work performed by the individual in a similar capacity. References will be contacted as part of the selection process.
- Clearly identify project sub consultants, how long the prime and sub have worked together and the reason why they were selected. Consultants are encouraged to support small businesses where ever possible.

2.3 PROPOSED APPROACH

Each consultant shall provide the following information:

- A statement of the proposed approach to the project Scope of Work, with a description of tasks, sub-tasks and deliverables that will be provided. Describe the personnel with each task.

- A description of the consultants Quality Assurance/Control Plan (QA/QC) to be in effect during the entire time of the work in progress. The QA/QC plan shall address the accuracy, completeness and timeliness of all meeting notes, contract change orders, progress payments, labor compliance documentation, reports, and all other work performed under this contract, as listed in this RFP.

2.4 REFERENCES

The Consultant shall supply a minimum of 3 references from agencies with projects of similar nature. Each reference shall contain:

- Client name and contact information
- Project description
- Role of key project team members.

Only references of the prime consultant shall be considered, or references from project teams that have completed at least 3 projects together. The Consultant shall also list a minimum of 4 comparable projects completed for other agencies.

3.0 SCOPE OF WORK

The following scope of work will become part of the Contract Agreement and must be listed and addressed on the proposal submitted to the City as follows:

3.1 TASK 1: PRE-CONSTRUCTION SERVICES

The Consultant shall be responsible for providing services during the pre-construction phase of the project, including, but not limited to:

Subtask A:

- Reviewing approved Plans and Specifications thoroughly prior to the Pre-Construction Meeting.
- Coordinating activities of pre-construction phase with utility companies
- Monitor Scheduling of activities during pre-construction phase

Subtask B:

- Conducting the pre-construction conference with the Contractor and all stakeholders including preparation of meeting agenda and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.

3.2 TASK 2: SERVICES DURING CONSTRUCTION

The Consultant shall be responsible for providing services during construction throughout the duration of the project including, but not limited to:

Subtask A - Project Management:

- Implementation of Schedule: Review and monitor construction schedule which will be provided by the Contractor. Ensure Contractor complies with the Schedule and has ordered materials, supplies and performed work, etc. per his schedule. CMS Consultant shall submit the final draft construction and project schedules to the City's Public Works Engineer for approval. Prepare and maintain a project schedule identifying the critical path for expeditious project completion.

- Record Management: Maintain all files generated for the Project including daily reports, submittals, transmittals, O & M Manuals, warranties, etc. Ensure City Staff receives copies of items also. Handover all files to the Public Works Engineer upon completion and per his approval. Show the proposed filing system to the Public Works Engineer prior to the start of the job and obtain his approval, during pre-construction phase.
- Site Coordination between Contractor, City staff, Public Works and Consultant Inspector, City-appointed consultants, (material testing, inspection, architecture, engineering, etc.), and utility companies.
- Communication with Contractor, Public Works Engineer, Public Works Inspector, Consultant Inspector and others, on a daily basis as required.
- Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.
- Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.
- Report directly to the Public Works Engineer and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.
- Check all contract documents to ensure compliance.
- Review and approval of Contractor's monthly progress report and payment request. The monthly progress report from the CMS Consultant shall be due to the Public Works Director on the tenth (10th) of every month and shall contain at a minimum:
 - Overview of work accomplished during the previous month
 - Overview of work to be accomplished the following month
 - Updated schedule
 - Contractor work progress and completion percentage in a summary form and graphs
 - Problem areas, if any, with proposed corrective actions
 - Outstanding issues with deadline to resolve by date
 - Monthly progress photos (coordinate with Inspector Consultant)
 - Approve contractor payment request for partial breakdown of lump sum items
 - Combine with Inspector Consultant's daily reports and field inspections diaries and his required submittals with this package
 - Daily reports written by CMS Consultant of activities he performed
- Prepare daily report of work completed by the CMS Consultant and submit weekly to the Public Works Director.

Subtask B - Construction Contract Administration

- Reviewing of contract documents at 100% completion for familiarity with project plans and specifications, prior to construction.

- Coordination of weekly site meetings with the Contractor, Inspection Consultant and City staff/consultants, and preparation and distribution of meeting agenda and minutes within three (3) working days. Participation in all required conferences and progress meetings on a weekly basis.
- Establish and maintain project controls and provide administrative, management, and related services necessary to coordinate the work of the Contractor and all sub-contractors in order to facilitate timely completion of the project in accordance with contract documents and City objectives.
- Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, Change Notice, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, negotiations and issuance of the CCO to the Contractor.
- Follow the established City procedures in processing CCO. Following is a brief outline of the City's procedures:
 - Review requests for CCO received from the Contractor.
 - Recommend necessary or desirable project changes to the City with Design Consultant's concurrence.
 - Assist the City with concurrence of the Design Consultant in CCO negotiations and negotiate price with the Contractor.
 - Submit recommendations to the City relative to change order requests.
 - Prepare the CCO, obtain project designer's concurrence, and obtain Contractor and Design Consultant's signature on the CCO forms for the City's consideration, review, and approval.
- Ensure that contractor's daily work effort is documented.
- Ensure adequate inspection coverage for the project, coordinate and oversee project Consultant Inspector(s).
- Schedule applicable department for inspection of Electrical Services/Cabinets, footings, specialty retaining walls, or as otherwise required.
- Coordinate and schedule telephone service with the City's Building Maintenance Specialist and/or the I.T. Department.
- Provide administrative, management, and related services as required to coordinate work and to complete the project in accordance with the City's objectives for cost, time, and quality. The Consultant shall provide sufficient qualified personnel and management to carry out the requirements of the Project.
- Schedule and conduct pre-construction and construction progress meetings to discuss such matters as procedures, progress, problems, scheduling, and coordination and other project related items. General construction progress meetings will be required on a weekly basis until the project is completed. Primary attendees will include: Utilities, Consultant Inspector, the City of Banning, and the Contractor. Prepare meeting agendas, and minutes for all meetings. The minutes shall be prepared and distributed to all attendees within three (3) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and e-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to the action items.
- Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.

- Maintain the record copies of the following:
 - Plans, specifications, and contract documents with all changes and modifications.
 - Permits, SWPPP, etc.
 - Addenda(s), change order(s), shop drawings, product data, submittals, and samples, material certifications.
 - Progress payments, inventories, and applicable codes.
 - Contractor's reports, correspondence, certified payrolls, and accident reports.
 - Survey and layout data and certifications, photographs of as-built locations and depths.
 - List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies.
 - Daily reports (logs) of Consultant Inspector and CMS Project Manager.
- Determine whether the work of the Contractor is being performed in accordance with the requirements of the contract documents, and endeavor to guard the City against defects and deficiencies in such work. The Consultant shall make recommendations to the City Engineer regarding special inspection or testing of work not in accordance with the provision of the contract documents whether or not such work is then fabricated, installed or completed. The Consultant shall also inform the City of work that does not conform to the requirements of the contract documents. The Consultant shall review the Contractor's recommendations for corrective action on observed non-conforming work.
- Consult with the Design Consultant and Public Works Engineer if any contractor requests interpretations of the meaning and intent of the PS&E, and shall assist in the resolution of questions or disputes which may arise.
- Identify and report potential contractor claims and recommend resolution.
- Prepare the weekly statement of working days and send to the Contractor on a weekly basis.
- Conduct interviews with the Contractor's and subcontractor's employees to ensure labor compliance (prevailing wage, benefits, etc.).
- Compare Certified Payrolls with Inspection Reports, employee interview forms, and the Prevailing Wage Rates, and verify proper payment in compliance with the project Specifications.
- Reviewing working days, contract time, and documenting time extensions. Documentation similar to the Caltrans Local Assistance Procedures Manual (LAPM) Exhibit 16-A, "Weekly Statement of Working Days," will be required in the project file.
- Enforcing Labor Compliance by preparing daily reports with required information, including work completed and pay items, monitoring Certified Payrolls and doing spot check labor surveys and interviews, to ensure Prevailing Wages.
- Provide regular monitoring (minimum monthly) of the approved estimates of Total Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Consultant shall identify variances between actual and budgeted or estimated costs, and inform the Public Works Engineer whenever Project costs exceed budgets or estimates.

- Maintain cost accounting records on authorized work performed under unit cost, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- The Consultant shall provide written documentation (e.g. memorandum, letter, email, etc.) to the Contractor, Public Works Director, etc., regarding all important issues, decisions, and discussions within three (3) working days.
- The Consultant shall be required to document and submit weekly written progress reports to the Engineer on multiple construction phases of the project, which shall include information on the Contractor and the Contractor's work, as well as the entire Project. The CMS Consultant shall also keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data as the Design Consultant may require. The consultant shall make log available to the City and submit weekly.
- Observe the contractor's check-out of utilities, operational systems and equipment for readiness, and assist in their initial start-up testing.
- Determine when the contractor's work or a designated portion thereof is complete. The Consultant shall prepare a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The CMS Consultant shall coordinate the correction and completion of the Work with appointed Inspector.
- Evaluate the completion of the work of the Contractor and make recommendations to the Public Works Engineer when work is ready for final inspection. The CMS Consultant shall assist the Public Works Engineer in conducting final inspection and shall secure and transmit to the Public Works Engineer required guarantees, affidavits, release, and waivers. The Consultant shall also deliver keys, manuals, and record drawings to the Public Works Engineer.
- Coordinate close-out of the project; obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Provide all documentation in a well-organized (binders, folders, CDs, etc.) manner in electronic and hard copies.
- Obtain all releases and warranty bonds from the Contractor and sub-contractors. Provide all documentation in a well-organized (binder, folders, CDs, etc.) manner in electronic and hard copies. Prepare any require documents (N.O.T., etc).
- Deliver a final completed project to the Public Works Director which is in compliance with the PS&E package, and all applicable codes, standards and requirements.
- Provide a redline set of any modified plans to the Design Consultant to prepare "drawings of record" and "As-Builts" on the Mylars.
- Maintaining well organized photographic/video records.
- Monitoring construction schedules throughout the course of construction.
- Tracking sub-contractors' work. Ensuring Contractor submits written request prior to substituting a subcontractor.

3.3 TASK 3: SERVICES DURING CONSTRUCTION CLOSE-OUT:

The Consultant shall be responsible for providing services during construction close-out:

Subtask A:

- Substantial and Final Completion services, including:
 - Site inspection to determine if facilities are complete and in compliance with Contract Documents and Plans.
 - Preparation of punch-list and inspection of punch-list corrective actions.
 - Recommendation to City as to release of Notice of Completion and final payment and retention to Contractor.
 - O&M Manual Submittal and Training Coordination with Contractor, and City staff, and O&M review.

Subtask B:

- Record Compilation and Submittal, including:
 - Preparation and submittal of a complete set of organized construction contract documentation, and all submittals, transmittals, etc. in filing format approved by Public Works Engineer.
 - Submittal of any record drawings made by CMS Consultant and Contractor during construction.
- Obtaining Warranty and Lien Release Information from Contractor and organize in binders.
- Establishing an approved record file that supports: 1) adequacy of field control, 2) conformance to contract specifications, 3) payments to contractor, 4) daily reports of work done by the Consultant's CMS Project Manager and Consultant Inspector during this project. The file must be complete, organized, and maintained in a manner that permits inspection by the City at any time.
- Compile, on a disc and printed, all photos taken during the progress and final completion of said project.

Subtask C:

- Review As-Builts prepared by Contractor and Inspector Consultant and ensure they are accurate and signoff (with PE or SE stamp). Submit to Public Works Engineer for approval.

General Notes:

- The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the Design Consultant and Public Works Engineer.
- Endeavor to achieve satisfactory performance from each of the contractors and recommend courses of action to the Engineer when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action from the Consultant or Engineer.
- Perform warranty walk within one (1) year of the Notice of Completion and provide list of deficiencies (punch list).

- The extent of the duties, responsibilities, and limitations of authority of consultant as a representative of the City during the construction shall not be modified or extended without the written consent of the Public Works Engineer.
- Review, keep log of and file all shop drawings, substitutions, RFI's submittals, etc. and route to the Design Consultant for approval.

4.0 PROPOSAL SUBMISSION

4.1 RFP TIME SCHEDULE

- | | |
|--|--------------------------------|
| • Request for Proposal Available | Mon., Nov. 24, 2014 |
| • Inquiry Deadline (no questions after this date/time) | Thurs., Jan. 8, 2015 – 1 p.m. |
| • Proposals Due | Thurs., Jan. 15, 2015 – 5 p.m. |
| • Consultant Interviews | Thurs., Jan. 29, 2015 |
| • Final Selection | Mon., Feb. 5, 2015 |
| • City Council Recommendation for Award | Tuesday, Feb. 24, 2015 |
| • Notice to Proceed (Tentative) | Monday, Mar. 16, 2015 |

4.2 NUMBER OF COPIES AND DELIVERY

Four (4) copies of the proposal shall be submitted to the following address:

**City of Banning
City Clerk's Office
99 E. Ramsey Street
P.O. Box 998
Banning, CA 92220**

The proposal title, consultants name and deadline information shall be clearly identified on the submission package and cover page. Submission deadline is Thursday, January 15, 2015 at 5:00 p.m. Proposals submitted after that time shall not be considered. All questions regarding the scope of work shall be submitted to Arturo Vela, Senior Engineer at the address above or via e-mail at avela@ci.banning.ca.us.

4.3 FORMAT AND CONTENT

Proposals shall be printed on 8 1/2" X 11" paper, single sided in a 10 point Arial font and be limited to 25 pages excluding the cover letter, resumes and any appended information.

Proposals should address the following items in order of appearance:

Cover letter

The cover letter shall be provided which explains the firm's interest in the project. The letter shall contain name/address/phone number of the person who will serve as the firm's principal contact person.

Qualifications and Project Team

Provide names, titles and responsibilities of key personnel who will be responsible for the management of the project. Include qualifications, resumes, experience of each, and length of time with the company.

Proposed Approach and Quality Assurance/Control Plan (QA/QC)

Prepare a list of tasks to address the Scope of Work. Describe the firm's interpretation of the City's objectives with the regard to this RFP. Describe the

proposed strategy and/or plan for achieving the objectives of the RFP. The narrative should include a description of the logical progression of tasks and efforts. Include a statement of understanding of the required tasks/scope of work. Also, include an explanation of the type of technology that will be used. Explain the firm's quality assurance program and the proposed approach for implementing the plan with this project.

References

Give at least four (4) references for projects of similar size and scope, including at least two (3) references for projects completed during the past five years. Include the name and organization, a brief summary of the work, the cost of the project and the name and telephone number of a responsible contact person.

Fee Proposal: One set in a separate sealed envelope

The Fee Schedule in a separate envelope shall be broken down on separate sheets as follows:

- A "Not to Exceed" fee for all services. Man-hours and billing rates per classification of personnel will be indicated for each task and/or subtask.
- Provide a complete list of costs per task and/or subtask and a total fee for the proposal, including expected reimbursable expenses (non-binding), for completion of the scope of services set forth in the proposal.
- A current hourly Fee Schedule and classification of personnel for the firm, along with the type of work they and any sub consultants will perform, is also required. The fee schedule shall remain in effect throughout the life of the project.
- All printing and reproduction costs, research, meetings, mileage, telephone usage, general office supplies and overhead, etc., shall be included in the proposal and its "Not to Exceed" Fee schedule. Proposals should be prepared in a straight forward manner.

4.4 PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

- Responsiveness to the RFP.
- Consultant qualifications and overall project team experience.
- Proposed methodology and ability to meet the scope of work.
- Proposed QA/QC plan
- Results of reference checks.
- Proposal Fee

4.5 NEGOTIATIONS

In an effort to manage the resources available for this project, the City may find it necessary to negotiate tasks, and address other factors identified by the Proposer not contemplated in this document or the City's standard agreement.

5.0 CONTRACT REQUIREMENTS AND SUBMITTALS

5.1 CITY OF BANNING REQUIREMENTS

The Contract will be presented to Council for approval. Please provide a copy of the attached City agreement to your legal team and insurance provider, if you are selected for Final Evaluation. This will expedite the process. A purchase order will not be granted until the contract is signed and all insurance requirements (attached) are satisfied.

**Exhibit “H”
Fee Statement
RMA Group**

ESTIMATE WORKSHEET					
PRECONSTRUCTION ACTIVITIES AND PROJECT CLOSEOUT					
Project Manager	20	hours	\$ 145.00	\$	2,900.00
Principal Engineer	12	hours	\$ 175.00	\$	2,100.00
Field Supervisor	4	hours	\$ 105.00	\$	420.00
Lead Inspector	40	hours	\$ 90.00	\$	3,600.00
			Subtotal	\$	9,020.00
SUBTOTAL PRECONSTRUCTION ACTIVITIES AND PROJECT CLOSEOUT				\$	9,020.00
GRADING					
Field Testing & Inspection					
Lead Inspector	120	Hours	\$ 90.00	\$	10,800.00
Field Supervisor	16	Hours	\$ 105.00	\$	1,680.00
Sample Pick Up & Delivery	4	Hours	\$ 50.00	\$	200.00
			Subtotal	\$	12,680.00
Laboratory Testing					
Expansion Index	2	Each	\$ 175.00	\$	350.00
Sulfate Content	2	Each	\$ 110.00	\$	220.00
Compaction, Max Density (ASTM D1557)	5	Each	\$ 175.00	\$	875.00
			Subtotal	\$	1,445.00
Engineering Review & Reporting					
Principal Engineer	4	Hours	\$ 175.00	\$	700.00
Staff Engineer	16	Hours	\$ 115.00	\$	1,840.00
Administrative/Secretarial	16	Hours	\$ 50.00	\$	800.00
			Subtotal	\$	3,340.00
SUBTOTAL GRADING				\$	17,465.00
TRENCH BACKFILL AND OTHER SOILS WORK					
Field Testing & Inspection					
Lead Inspector	96	Hours	\$ 90.00	\$	8,640.00
Field Supervisor	8	Hours	\$ 105.00	\$	840.00
Sample Pick Up & Delivery	4	Hours	\$ 50.00	\$	200.00
			Subtotal	\$	9,680.00
Laboratory Testing					
Sieve Analysis	2	Each	\$ 125.00	\$	250.00
Sand Equivalent	2	Each	\$ 95.00	\$	190.00
Compaction, Max Density (ASTM D1557)	5	Each	\$ 175.00	\$	875.00
			Subtotal	\$	1,315.00
Engineering Review & Reporting					
Principal Engineer	4	Hours	\$ 175.00	\$	700.00
Staff Engineer	8	Hours	\$ 115.00	\$	920.00
Administrative/Secretarial	16	Hours	\$ 50.00	\$	800.00
			Subtotal	\$	2,420.00
SUBTOTAL TRENCH BACKFILL AND OTHER SOILS WORK				\$	13,415.00

PORTLAND CEMENT CONCRETE - PAVING						
Field Testing & Inspection						
Lead Inspector	24	Hours	\$	90.00	\$	2,160.00
Batch Plant Technician/Inspector	12	Hours	\$	85.00	\$	1,020.00
Field Supervisor	4	Hours	\$	105.00	\$	420.00
Pick Up & Delivery	4	Hours	\$	50.00	\$	200.00
			Subtotal		\$	4,760.00
Laboratory Testing						
Sieve Analysis-Fine Aggregate	2	Each	\$	125.00	\$	250.00
Sieve Analysis-Coarse Aggregate	2	Each	\$	110.00	\$	220.00
Flexural Strength-Beam	6	Each	\$	75.00	\$	450.00
			Subtotal		\$	920.00
Engineering Review & Reporting						
Principal Engineer	2	Hours	\$	175.00	\$	350.00
Staff Engineer	4	Hours	\$	115.00	\$	460.00
Administrative/Secretarial	6	Hours	\$	50.00	\$	300.00
			Subtotal		\$	1,110.00
SUBTOTAL PORTLAND CEMENT CONCRETE - PAVING					\$	6,790.00
PORTLAND CEMENT CONCRETE - FOUNDATIONS AND SITE WORK						
Field Testing & Inspection						
Lead Inspector	80	Hours	\$	90.00	\$	7,200.00
Batch Plant Technician/Inspector	40	Hours	\$	85.00	\$	3,400.00
Field Supervisor	8	Hours	\$	105.00	\$	840.00
Pick Up & Delivery	10	Hours	\$	50.00	\$	500.00
			Subtotal		\$	12,900.00
Laboratory Testing						
Sieve Analysis-Fine Aggregate	4	Each	\$	125.00	\$	500.00
Sieve Analysis-Coarse Aggregate	4	Each	\$	110.00	\$	440.00
Concrete Compressive Strength	40	Each	\$	27.00	\$	1,080.00
			Subtotal		\$	2,020.00
Engineering Review & Reporting						
Principal Engineer	4	Hours	\$	175.00	\$	700.00
Staff Engineer	8	Hours	\$	115.00	\$	920.00
Administrative/Secretarial	12	Hours	\$	50.00	\$	600.00
			Subtotal		\$	2,220.00
SUBTOTAL PORTLAND CEMENT CONCRETE - FOUNDATIONS AND SITE WORK					\$	17,140.00

ASPHALT CONCRETE PAVEMENT						
Field Testing & Inspection						
Field Technician	32	Hours	\$	85.00	\$	2,720.00
Plant Technician/Inspector	16	Hours	\$	85.00	\$	1,360.00
Field Supervisor	4	Hours	\$	105.00	\$	420.00
				Subtotal	\$	4,500.00
Laboratory Testing						
Asphalt Core Density	4	Each	\$	45.00	\$	180.00
Sieve Analysis-Fine and Coarse	2	Each	\$	150.00	\$	300.00
Sand Equivalent	2	Each	\$	110.00	\$	220.00
Asphalt Content, Ignition	2	Each	\$	165.00	\$	330.00
Maximum Theoretical Density	1	Each	\$	190.00	\$	190.00
Bulk Specific Gravity and Density	1	Each	\$	295.00	\$	295.00
				Subtotal	\$	1,515.00
Engineering Review & Reporting						
Principal Engineer	2	Hours	\$	175.00	\$	350.00
Staff Engineer	4	Hours	\$	115.00	\$	460.00
Administrative/Secretarial	8	Hours	\$	50.00	\$	400.00
				Subtotal	\$	1,210.00
SUBTOTAL ASPHALT CONCRETE PAVEMENT \$						7,225.00
BUILDING CONSTRUCTION - WELDING AND HIGH-STRENGTH BOLTS						
Field Testing & Inspection						
Certified Welding Inspector - Field	80	Hours	\$	90.00	\$	7,200.00
Certified Welding Inspector - Shop	40	Hours	\$	90.00	\$	3,600.00
Torque Testing Technician	40	Hours	\$	85.00	\$	3,400.00
Masonry Inspector	80	Hours	\$	90.00	\$	7,200.00
Field Supervisor	16	Hours	\$	105.00	\$	1,680.00
				Subtotal	\$	23,080.00
Laboratory Testing						
Allowance for Steel Testing (4 sets of bend and tensile tests)	1	LS	\$	460.00	\$	460.00
Allowance for Bolt Testing (4 bolt assemblies)	1	LS	\$	778.00	\$	778.00
				Subtotal	\$	1,238.00
Engineering Review & Reporting						
Principal Engineer	4	Hours	\$	175.00	\$	700.00
Staff Engineer	16	Hours	\$	115.00	\$	1,840.00
Administrative/Secretarial	24	Hours	\$	50.00	\$	1,200.00
				Subtotal	\$	3,740.00
SUBTOTAL BUILDING CONSTRUCTION - WELDING AND HIGH-STRENGTH BOLTS \$						28,058.00
FEE ESTIMATE TOTAL \$						99,113.00

Schedule of Fees

PERSONNEL RATES

Professional and Office Staff

Staff Type	Rate/Cost
Principal Engineer	\$175.00 /hour
Principal Geologist	\$175.00 /hour
Project Engineer	\$125.00 /hour
Project Geologist	\$145.00 /hour
Project Manager	\$145.00 /hour
Quality Control Manager	\$135.00 /hour
Qualified SWPPP Developer	\$135.00 /hour
Qualified SWPPP Practitioner	\$110.00 /hour
Staff Engineer	\$100.00 /hour
Staff Geologist	\$115.00 /hour
Drafting	\$75.00 /hour
Administrative	\$50.00 /hour

Inspectors and Technicians

Staff Type	Rate/Cost
Laboratory Technician	\$75.00 /hour
Soils Engineering Technician	\$85.00 /hour
Public Works Technician	\$85.00 /hour
ACI Concrete Technician	\$85.00 /hour
Pull Torque Testing Technician	\$85.00 /hour
Coring Technician	\$85.00 /hour
Public Works Inspector	\$90.00 /hour
Special Inspector (ICC)	\$90.00 /hour
Special Inspector Coatings	\$95.00 /hour
Special Inspector DSA Masonry	\$90.00 /hour
Special Inspector Wood Construction	\$90.00 /hour
AWS Certified Welding Inspector – Field	\$90.00 /hour
AWS Certified Welding Inspector – Shop	\$90.00 /hour
Non-Destructive Testing ASNT Level II	\$90.00 /hour
Non-Destructive Testing ASNT Level III	\$150.00 /hour
Radiographic Testing Crew	\$275.00 /hour
Building Inspector	\$95.00 /hour
Mechanical Electrical Inspector	\$95.00 /hour
Project Inspector (IOR)	\$100.00 /hour
SWPPP Inspector	\$95.00 /hour
Field Supervisor	\$105.00 /hour
Pick-up and Delivery of Test Specimens	\$50.00 /hour

EXPLORATORY AND FIELD TESTING EQUIPMENT

Description	Rate/Cost
Dutch Cone Penetrometer with Operator	\$185.00 /hour
Hollow Stem Auger Drill Rig with Operator	\$250.00 /hour
Portable Drilling Equipment with Operator	\$275.00 /hour
Bucket Auger Drill Rig with Operator	\$300.00 /hour
Air Rotary Drill Rig with Operator	\$350.00 /hour
Rotary Wash Drill Rig with Operator	\$350.00 /hour
Ground Penetrating Radar with Operator	\$150.00 / hour
Rebar Locator / Pachometer	\$20.00 / day
Diamond Bit Core Rig and Generator	\$250.00 /day
Nuclear Density Test Gage	\$25.00 /day
Hand Held Turbidity Meter	\$15.00 /day
Ultrasonic Test Unit and Consumables	\$25.00 /day
Magnetic Particle Test Unit	\$15.00 /day
Skidmore	\$30.00 /day
Schmidt Hammer	\$20.00 /day
Torque Wrench	\$20.00 /day
Proof Load Testing Equipment	\$45.00 /day
Rh Probes	\$50.00 /each
Moisture Emission Test Kit	\$50.00 /each
Inertial Profiler	\$1,350.00 /day

LABORATORY TESTS

Aggregate Tests

Description	Rate/Cost
ASTM C131 Abrasion, Los Angeles Rattler	\$250.00 /each
ASTM C40 Organic Impurities in Fine Agg	\$95.00 /each
ASTM D4791 Flat & Elongated Particles	\$250.00 /each
ASTM D5821 Percent Fractured Particles	\$125.00 /each
ASTM C123 Percent Lightweight Particles	\$200.00 /each
ASTM C566 Moisture Content by Drying	\$20.00 /each
ASTM C1252 Angularity and Voids in Fine Agg	\$175.00 /each
ASTM C117 Materials Finer than No. 200	\$85.00 /each
ASTM C289 Potential Alkali Silica Reaction	\$500.00 /each
ASTM D2419 Sand Equivalent Value	\$110.00 /each
ASTM C136 Sieve Analysis-Combined Sample	\$145.00 /each
ASTM C136 Sieve Analysis-Fine Aggregate	\$130.00 /each
ASTM C136 Sieve Analysis-Coarse Aggregate	\$120.00 /each
ASTM C88 Soundness by Sodium Sulfate	\$375.00 /each
ASTM C127 Specific Gravity of Coarse Agg	\$125.00 /each
ASTM C128 Specific Gravity of Fine Agg	\$135.00 /each
ASTM C142 Clay and Friable Particles	\$190.00 /each
AASHTO T304 Angularity and Voids in Fine Agg	\$150.00 /each
AASHTO T84 Specific Gravity, Fine Agg	\$135.00 / each
AASHTO T85 Specific Gravity, Coarse Agg	\$125.00 / each
AASHTO T96 Abrasion, Los Angeles Rattler	\$250.00 / each
AASHTO T27 Sieve Analysis, Combined Agg	\$155.00 / each
AASHTO T27 Sieve Analysis, Fine Agg	\$130.00 / each
AASHTO T27 Sieve Analysis, Coarse Agg	\$120.00 / each
AASHTO T176 Sand Equivalent	\$110.00 / each
AASHTO T335 Crushed Particles	\$135.00 / each

Asphalt Tests

Description	Rate/Cost
ASTM D2726 Core Density (SSD)	\$40.00 /each
ASTM D1188 Core Density Paraffin Coated	\$45.00 /each
ASTM D6926 Lab Max Density Marshall Method	\$250.00 /each
ASTM D6927 Marshall Stability and Flow	\$325.00 /each
ASTM D1561 LTMD Kneading Compactor	\$200.00 /each
ASTM D1560 Hveem Stability	\$225.00 /each
ASTM D1560 Hveem Stability and Density	\$295.00 /each
ASTM D2041 Maximum Theoretical Density	\$190.00 /each
ASTM D6307 Asphalt Content by Ignition	\$160.00 /each
ASTM D6307 Ignition Oven Calibration	\$300.00 /each
ASTM D2172 Asphalt Content by Solvents	\$250.00 /each
ASTM D4125 Asphalt Content by Nuclear Gauge	\$250.00 /each
ASTM D 5444 Gradation of Extracted Aggregate	\$165.00 /each
ASTM D244 Emulsion Residue, Evaporation	\$175.00 /each
ASTM D244 Emulsion Sieve Analysis	\$115.00 /each
ASTM D3910 Wet Tract Abrasion	\$150.00 /each
AASHTO T283 Tensile Strength Ratio	\$750.00 /each
AASHTO T324 Hamburg Wheel Tracking Test	\$1,200.00 / each
AASHTO T312 Core Density Paraffin Coated	\$45.00 / each
AASHTO T312/T275 LTMD Gyratory Compactor	\$350.00 / each
AASHTO T308 Asphalt Content by Ignition	\$185.00 / each
AASHTO T308A Ignition Oven Calibration	\$325.00 / each
AASHTO T209 Theoretical Maximum Density	\$200.00 / each

Schedule of Fees

LABORATORY TESTS

Concrete Tests

Description	Rate/Cost
Mix Design Review – Calculations Only	\$300.00 /each
ASTM C39 Concrete Cylinder Cured or Tested	\$19.00 /each
ASTM C39 Cylinder Tested out of Sequence	\$45.00 /each
ASTM C39 Compressive Strength - Core	\$65.00 /each
ASTM C495 Lightweight Concrete Strength	\$45.00 /each
ASTM C78 Flexural Strength - Beam	\$85.00 /each
ASTM C39 Guniting Cyl Compression Test	\$35.00 /each
ASTM C1140 Shotcrete Panel Test	\$250.00 /each
ASTM C649 Concrete Modulus of Elasticity	\$225.00 /each
ASTM C157 Linear Shrinkage (Set of 3)	\$430.00 /each
ASTM C138 Unit Weight of Concrete	\$55.00 /each
ASTM C495 Oven Dry Density Light Weight Conc	\$50.00 / each
ASTM C496 Splitting Tensile Test	\$90.00 /each
AASHTO T 336 Coefficient of Thermal Expansion	\$500.00 /each

Caltrans Tests

Description	Rate/Cost
CT 202 Sieve Analysis-Combined Sample	\$150.00 /each
CT 202 Sieve Analysis-Fine Aggregate	\$125.00 /each
CT 202 Sieve Analysis-Coarse Aggregate	\$110.00 /each
CT 204 Plasticity Index Atterberg	\$210.00 /each
CT 205 Percentage Crushed Particles	\$125.00 /each
CT 206 Specific Gravity of Coarse Aggregate	\$125.00 /each
CT 207 Specific Gravity of Fine Aggregate	\$135.00 /each
CT 208 Apparent Specific Gravity of Fines	\$150.00 /each
CT 209 Specific Gravity of Soils	\$200.00 /each
CT 211 Abrasion by Los Angeles Rattler	\$190.00 /each
CT 213 Organic Impurities in Sand	\$95.00 /each
CT 214 Soundness by Sodium Sulfate	\$375.00 /each
CT 216 California Impact Max Density	\$195.00 /each
CT 216 CA Impact Max Dens - Rock Correction	\$65.00 /each
CT 217 Sand Equivalent Value	\$110.00 /each
CT 226 Moisture Content by Oven Drying	\$20.00 /each
CT 227 Cleanness Value	\$275.00 /each
CT 229 Durability Index	\$285.00 /each
CT 234 Angularity & Voids Fine Aggregate	\$175.00 /each
CT 235 Flat and Elongated Particles	\$285.00 /each
CT 301 Resistance R-Value Stabilometer	\$250.00 /each
CT 303 Approximate Bitumen Ratio	\$250.00 /each
CT 304/308 LTMD Kneading Compactor	\$250.00 /each
CT 305 Swell of Bituminous Mixtures	\$325.00 /each
CT 308 (A) Core Density Paraffin Coated	\$45.00 /each
CT 308 (C) Core Density SSD	\$40.00 /each
CT 308, CT 366 Stability & Density	\$295.00 /each
CT 309 Maximum Theoretical Density	\$190.00 /each
CT 366 Stabilometer Value	\$225.00 /each
CT 370 Moisture Content by Microwave	\$75.00 /each
CT 371 Tensile Strength Ratio	\$950.00 /each
CT 379 Asphalt content Nuclear Gauge	\$250.00 /each
CT 382 Asphalt Content, Correction Factor	\$300.00 /each
CT 382 Asphalt Content by Ignition Oven	\$165.00 /each
CT 417 Soluble Sulfates	\$45.00 /each
CT 422 Chloride Content	\$60.00 /each
CT 515 Relative Mortar Strength, PCC Sand	\$750.00 /each
CT 521 Concrete Compressive Strength	\$27.00 /each
CT 523 Conc Flexural Strength - Beam	\$75.00 /each
CT 531 Length of Drilled Concrete Cores	\$45.00 /each
CT 534 Water Retention, Liq Curing Compnd	\$425.00 /each
CT 550 Surface Abrasion of Concrete	\$400.00 /each
CT 643 Resistivity and pH	\$95.00 /each

LABORATORY TESTS

Masonry Tests

Description	Rate/Cost
ASTM C140 Block Compressive Strength	\$65.00 /set
ASTM C140 Block Moisture & Absorption	\$75.00 /set
ASTM C426 Block Linear Shrinkage	\$275.00 /set
ASTM C140 Block Unit Wt & Dimensions	\$195.00 /set
ASTM C90 Masonry Block Conformance	\$550.00 /set
ASTM C67 Brick Compressive Strength	\$85.00 /set
ASTM C67 Brick Moisture & Absorption	\$75.00 /set
ASTM C67 Brick 5 Hour Boil	\$95.00 /each
ASTM C67 Brick Modulus of Rupture	\$95.00 /each
ASTM C780 Mortar Cylinder Compression	\$30.00 /each
ASTM C1019 Grout Prism Compression	\$30.00 /each
ASTM C1314 Masonry Core Comp Str 8" max dia	\$65.00 /each
ASTM C1314 Masonry Core Shear 8" max dia	\$75.00 /each
ASTM E519 Assemblage Comp Str 8" Block	\$85.00 /each
ASTM E519 Assemblage Comp Str 12" Block	\$100.00 /each
ASTM E519 Assemblage Comp Str 16" Block	\$125.00 /each
ASTM C109 Compression Test 2" Cube	\$30.00 /each

Soils Tests

Description	Rate/Cost
ASTM D4318 Plasticity Index of Soils	\$210.00 /each
ASTM D1883 CA Bearing Ratio of Soils	\$500.00 /each
ASTM D2435 Consolidation	\$200.00 /each
ASTM D2435 Consolidation, with Time Rate	\$250.00 /each
ASTM D3080 Direct Shear, Consol & Drained	\$275.00 /each
ASTM D4829 Expansion Index of Soils	\$175.00 /each
ASTM D2166 Unconfined Comp Strength	\$250.00 /each
ASTM D2434 Const Head Permeability Test	\$350.00 /each
ASTM D5333 Hydro-Collapse Potential	\$175.00 /each
ASTM D2050 Tri-Axial Shear Strength	\$350.00 /each
ASTM D422 Hydrometer Analysis	\$250.00 /each
ASTM D854 Specific Gravity of Soils	\$195.00 /each
ASTM 4546 Swell Potential	\$175.00 /each
ASTM D4943 Shrinkage Factor by Resin	\$190.00 /each
ASTM D559 Soil Cement Sample Preparation	\$100.00 /each
ASTM D558 Soil Cement Maximum Density	\$275.00 /each
ASTM D1633 Compression Test Soil Cement	\$65.00 /each
ASTM D2937 In-Place Density, Drive Cylinder	\$30.00 /each
ASTM D2216 Soil Moisture Content by Mass	\$18.00 /each
ASTM D698 Maximum Density Std Effort	\$135.00 /each
ASTM D1557 Max Density Optimum Moisture	\$175.00 /each
ASTM D2974 Moisture, Ash, Organic Matter	\$75.00 /each
ASTM D4972 pH of Soils	\$50.00 /each
ASTM D2844 R-Value & Expansion Pressures	\$310.00 /each
ASTM D2419 Sand Equivalent	\$110.00 /each
ASTM D422 Sieve Analysis of Soils	\$125.00 /each
ASTM D1140 Materials Finer than #200	\$80.00 /each
AASHTO T100 Specific Gravity of Soils	\$195.00 / each

Reinforcing Steel Bars

Description	Rate/Cost
ASTM A370 Rebar Tension up to #8	\$ 40.00/each
ASTM A370 Rebar Tension #9 to #11	\$ 50.00/each
ASTM A370 Rebar Tension #14	\$ 80.00/each
ASTM A370 Rebar Tension #18	\$ 120.00/each
ASTM E290 Bend Test Rebar up to #8	\$ 30.00/each
ASTM E290 Bend Test Rebar #9 to #11	\$ 40.00/each
ASTM E290 Bend Test Rebar #14	\$ 80.00/each
ASTM E290 Bend Test Rebar # 18	\$ 120.00/each

Schedule of Fees

LABORATORY TESTS

Mechanical Splices of Reinforcing Steel

Description	Rate/Cost
CT670 Tensile Strength up to #8	\$ 50.00/each
CT670 Tensile Strength #8 - #11	\$ 75.00/each
CT670 Tensile Strength #14	\$ 100.00/each
CT670 Tensile Strength #18	\$ 150.00/each
CT 52-1-08C Slip Test	\$ 150.00/each

Operator Qualifications Reinforcing Steel Bar Splicing

Description	Rate/Cost
CT670 Op Qual Ult Butt Splice to #8	\$ 300.00/lot
CT670 Op Qual Ult Butt Splice #9-#11	\$ 350.00/lot
CT670 Op Qual Ult Butt Splice #14	\$ 500.00/lot
CT670 Op Qual Ult Butt Splice #18	\$ 650.00/lot
CT670 Op Qual Service Splice to #8	\$ 220.00/lot
CT670 Op Qual Service Splice #9 to #11	\$ 240.00/lot
CT670 Op Qual Service Splice #14	\$ 300.00/lot
CT670 Op Qual Service Splice #18	\$ 400.00/lot

Production Lot Reinforcing Steel Bar Splicing

Description	Rate/Cost
CT670 Production Lot up to #8	\$ 230.00/lot
CT670 Production Lot #9 to #11	\$ 280.00/lot
CT670 Production Lot #14	\$ 450.00/lot
CT670 Production Lot #18	\$ 600.00/lot

Headed Reinforcing Steel Bars

Description	Rate/Cost
ASTM A370 Headed Bar Tensile up to #8	\$ 200.00/lot
ASTM A370 Headed Bar Tensile #9 to #11	\$ 250.00/lot
ASTM A370 Headed Bar Tensile #14	\$ 380.00/lot
ASTM A370 Headed Bar Tensile #18	\$ 500.00/lot

Prestressing Wires

Description	Rate/Cost
ASTM A416 Stress-Strain Analysis	\$ 170.00/each
ASTM A416 Tensile Test Only	\$ 125.00/each

LABORATORY TESTS

Structural Steel Tests

Description	Rate/Cost
ASTM A370 Tensile Up to 100K lbs (Each)	\$ 50.00/each
ASTM A370 Tensile Up to 200K lbs (Each)	\$ 55.00/each
ASTM A370 Tensile Up to 300K lbs (Each)	\$ 65.00/each
ASTM A370 Tensile Up to 400K lbs (Each)	\$ 110.00/each
ASTM A370 Tensile 400K - 500K lbs (Each)	\$ 300.00/each
ASTM A370 Tensile Stress-Strain Percent Offset	\$ 150.00/each
AWS Weld: Macroetch	\$ 65.00/each
AWS Weld: Fracture	\$ 30.00/each
AWS Bend Test	\$ 45.00/each
ASTM A370 Rockwell Hardness (Each)	\$ 72.00/each
Steel Chemical Analysis	\$ 125.00/each

High Strength Bolts

Description	Rate/Cost
ASTM F606 Bolt Axial Tensile to 7/8"	\$ 40.00/each
ASTM F606 Bolt Wedge Tensile to 7/8"	\$ 55.00/each
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	\$ 60.00/each
ASTM F606 Bolt Wedge Tensile 7/8" to 1 1/2"	\$ 75.00/each
ASTM F606 Bolt: Proof Load Test up to 7/8"	\$ 65.00/each
ASTM F606 Bolt: Proof Load Test up to 1 1/2"	\$ 85.00/each
ASTM F606 Nut: Proof Load Test up to 7/8"	\$ 45.00/each
ASTM F606 Nut: Proof Load Test up to 1 1/2"	\$ 65.00/each

Spray Applied Fire Proofing Tests

Description	Rate/Cost
ASTM E605 Spray Applied Fireproofing Density	\$95.00 /each

Schedule of Fees

General Charges

- RMA Group requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.
- Inspection charges start at the scheduled show up time at the job site. All inspection hours will be billed in the following increments:
 - There will be a minimum two (2) hour charge for any RMA Group employee presence on site.
 - Any time less than four (4) hours of work will be billed as four (4) hours.
 - Four (4) to eight (8) hours will be billed as eight (8) hours.
- When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.
- Rates are valid through June 30, 2015. Rates for personnel will increase by 3% per year on July 1st of each subsequent year.
- Administrative/clerical support will be charged at 5% of the monthly direct charges.
- Certified Payroll Reports will be prepared upon request. There will be a \$75.00 charge for each certified payroll report.
- Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.
- Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

Overtime Charges

- Work performed in excess of 8 hours per day and/or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

Per Diem and Travel Charges

- An \$85.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.
- Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay
- Mileage for travel outside a 50 mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.55 per mile.

Night Work

- A \$10.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.

Exhibit “I”
**Request for Proposals for Material Testing
and Construction Inspection Services**

Request for Proposals

Material Testing and Construction Inspection for: Project No. 2014-04E, "Corporate Yard Warehouse"



Responses Due:

City of Banning
99 E. Ramsey Street
Banning, CA 92220
(951) 922-3130

Due Date: 1/15/2015 by 5:00 p.m.

November, 2014
(Revised January 8, 2015)

TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	Project Description and Objectives	1
1.2	Background Information	1
2.0	CONSULTANT QUALIFICATIONS	2
2.1	Qualifications and Understanding	2
2.2	Project Team	2
2.3	Proposed Approach	2
2.4	References	3
3.0	SCOPE OF WORK	
3.1	Task 1: Pre-Construction Services	3
3.2	Task 2: Services During Construction	4
3.3	Task 3: Services During Construction Close-Out	5
4.0	PROPOSAL SUBMISSION	6
4.1	RFP Time Schedule	6
4.2	Number of Copies and Delivery	6
4.3	Format and Content	6
4.4	Proposal Evaluation	7
4.5	Negotiations	7
5.0	CONTRACT REQUIREMENTS AND SUBMITTALS	8
5.1	City of Banning Requirements	8

1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION AND OBJECTIVES

The City of Banning (City) is soliciting proposals from qualified Material Testing and Construction Inspection (T&I) firms to provide material testing and inspection services for Project No. 2014-04E, "Corporate Yard Warehouse."

1.2 BACKGROUND INFORMATION

The City of Banning, incorporated in 1913, covers approximately 23.2 square miles located in the San Geronio Pass area of Riverside County, approximately 30 miles east of the cities of San Bernardino and Riverside. The 2010 U.S. Census reported a population of 29,603 for the City of Banning. It is estimated that the population will increase by approximately 2% per year.

Project No. 2014-04E, "Corporate Yard Warehouse" consist of the demolition of an existing 6,800 SF metal building and the construction of a new 26,200 SF metal building. The project, located at the City's Corporate Yard (176 E. Lincoln Street) has been bid out in three separate phases of construction: Phase I includes demolition, grading, site utilities, drainage structures, paving and the new building's foundation; Phase II includes the erection of the new metal building and Phase III includes tenant improvements. The project plans and specifications will be available for download.

It is anticipated that the project will commence during the end of March, 2015 and will take approximately 15 months to complete.

In general, the T&I Consultant shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the project. The T&I Consultant shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), California Building Code, Caltrans Standard Specifications, City Standards and OSHA Construction Safety Orders. In addition, it is required the consultant have all the required certifications and licenses for the types of testing and inspections that will be performed such as, but not limited to: Registered California Geotechnical Engineer, ICC (for special inspectors for soil, reinforced concrete, masonry, structural steel and welding), AWS (for certified welding inspectors), ACI (for concrete field testing technician and concrete strength testing technician) and certified nuclear density gauge operators. The Consultant shall be able to interact professionally with contractors, engineers, elected officials, property owners, business owners, and the public at large; coordinate with other city personnel; promote quality customer service; and respond promptly and courteously to requests. The Consultant shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

The Consultant shall be responsible for providing complete T&I services for approximately 15 months during pre-construction, construction, and after construction of the project (project closeout) and be the acting inspector of record during this time. The consultant shall provide coordinated services with architects, engineers, construction management consultants, City-owned utilities, affected non-City-owned utility companies, City of Banning's staff and general contractors.

Field office facilities will not be provided by the City. The Consultant shall provide a trailer for his personnel, if needed. All personal equipment (cell phones, computers, safety equipment, transportation, etc.) needed to conduct the proposed construction management services shall be provided by the Consultant as a part of his services.

2.0 CONSULTANT QUALIFICATIONS

2.1 QUALIFICATIONS AND UNDERSTANDING

Each Consultant must provide the following information about their company so the City can evaluate the Consultant's stability and ability to support the commitments set forth in response to the RFP. It is imperative the consultant's proposal fully address all aspects of the RFP. The proposal must provide City staff with clearly expressed information concerning the Proposer's understanding of the City's specific requirements.

The Consultant shall outline their company's background, including:

- How long the company has been in business, plus a brief description of the company history, size and organization.
- Consultant qualifications to provide the required services and a statement of understanding of the work involved to complete this assignment.

2.2 PROJECT TEAM

Each Consultant must provide the following information about their project team:

- Primary point of contact, person responsible for overall corporate commitment (must be a company principal or officer) and project manager. Describe the responsibilities of the individuals and extent of involvement with the project.
- Identify and list key individuals proposed for the project team. Describe the responsibilities of the individuals and extent of involvement with the project. As an exhibit to your proposal enclose brief resumes of each key team member with a list of all credentials, certificates, previous projects and roles taken.
- All key personnel listed should have current names, titles and telephone numbers and be listed on at least one of the supplied client references who are familiar with work performed by the individual in a similar capacity. References will be contacted as part of the selection process.
- Clearly identify project sub consultants, how long the prime and sub have worked together and the reason why they were selected. Consultants are encouraged to support small businesses where ever possible.

2.3 PROPOSED APPROACH

Each consultant shall provide the following information:

- A statement of the proposed approach to the project Scope of Work, with a description of tasks, sub-tasks and deliverables that will be provided. Describe the personnel with each task.

- A description of the consultants Quality Assurance/Control Plan (QA/QC) to be in effect during the entire time of the work in progress. The QA/QC plan shall address the accuracy, completeness and timeliness of all testing and inspections and related reports, and all other work performed under this contract, as listed in this RFP.

2.4 REFERENCES

The Consultant shall supply a minimum of 4 references from agencies with projects of similar nature. Each reference shall contain:

- Client name and contact information
- Project description
- Role of key project team members.

Only references of the prime consultant shall be considered, or references from project teams that have completed at least 3 projects together. The Consultant shall also list a minimum of 4 comparable projects completed for other agencies.

3.0 SCOPE OF WORK

The consultant's team will work and participate throughout the life of the project, as needed, to ensure that all construction elements and systems work individually and together as intended and provide timely reporting back to the City. The team shall partner with all those involved with the project, including the architectural, structural, electrical and civil design team, the contractors, the City and the CMS consultant to ensure the construction meets the minimum requirements of all governing rules and regulations which include California Building Code (CBC) and City of Banning Standards. Construction inspections shall effectively and efficiently ensure that all work complies with the approved construction documents and these applicable codes and regulations. The following scope of work will become part of the Contract Agreement and must be listed and addressed on the proposal submitted to the City as follows:

3.1 TASK 1: PRE-CONSTRUCTION SERVICES

The Consultant shall be responsible for providing services during the pre-construction phase of the project, including, but not limited to:

Subtask A:

- Provide the City with a complete list of all required inspections, based upon review of the approved plans, specifications and documents, within thirty (30) days of the approval of the contract.
- Reviewing approved plans and Specifications thoroughly prior to the Pre-construction meeting.
- Coordinating a testing and inspection schedule with the City (Public Works Department), Construction Management Services (CMS) Consultant & Contractor.

Subtask B:

- Attending the pre-construction conference.
- All proposed forms (inspection logs, progress reports, etc) and filing system shall be approved by the Public Works Engineer prior to project start.

3.2 TASK 2: SERVICES DURING CONSTRUCTION

The Consultant shall be responsible for providing material testing and construction inspection services during construction throughout the duration of the project, including, but not limited to:

Subtask A:

- Provide construction inspection services based on the approved plans and documents to ensure all new construction is in conformance and compliance with the CBC and all other volumes within the Title 24 California Code of Regulations and all other State and local laws.
- Inspection of new utility construction, surface improvements (including pavement, curb and gutter layouts, sidewalk and other facilities), alterations and repairs to existing facilities, trench work (including verifying bedding materials, trench backfill and pavement restoration), insure compliance with plans, specifications and applicable federal, state and local codes.
- Inspections and Material Testing during Phase I – Civil Improvements, Phase II – Metal Building and Phase III – Tenant Improvements shall be provided, as applicable.
- Performing daily site inspection, as needed, to determine if facilities are complete and being constructed in compliance with the Contract Documents, CBC, approved contract change orders and standard plans.
- Serve as inspector of record and create redlines on as-built/record drawings as work is completed and inspected.
- Document with photographs whenever necessary and possible.
- Participating in all required conferences and progress meetings on a weekly basis.
- Assist in preparing punch lists of uncompleted work, non-conformance reports and deficiency notices.
- Monitoring of corrective actions taken by the Contractor needed to fix work that is not in compliance with Contract Documents.
- Review and inspect work and materials in a timely manner so as to avoid as much as possible, disruption to the schedule or work already in place.
- Provide quality control of work, materials and equipment, and reject work that is substandard and/or which does not meet the intent of governing codes, laws, rules and/or regulations.
- Rely on the City's design team to solve technical problems arising during construction.
- Maintain continuous 24 hours telephone accessibility during construction activity for emergency use.
- During the course of inspection and monitoring of the work, if the Consultant Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor.

Subtask B:

- A daily Inspection Report identifying work done by the Contractor shall be submitted to the Consultant CMS Project Manager on the next business day for review and filing. Prepare these daily reports on forms approved by Public Works Engineer, and submit copies to him/her weekly.

Subtask C:

- Perform daily site observation and compaction testing, as needed, during site ground preparation and structural backfill placement including building pads, foundations, utility trenches and site pavement construction.
- Review the contractor's mix design to ensure conformance with the project's specifications.
- The consultant shall coordinate material testing with the City's CMS consultant and contractor. The material testing services shall include all those required to successfully complete the project. The services shall include, but not limited to:
 - Soil Compaction Testing
 - Concrete, Grout and Mortar Compression Testing
 - Ultrasonic Testing of Steel Welding (on and off-site)
- Special inspections will include, but not limited to: concrete placement inspection (including rebar inspection) and sampling, structural steel shop fabrication inspection and testing and structural steel assembly inspection (welded and bolted connections; concrete fasteners and embeds)
- Submit all required final lab test reports to the City.

3.3 TASK 3: SERVICES DURING CONSTRUCTION CLOSE-OUT

The Consultant shall be responsible for providing services during construction close-out including, but not be limited to:

Subtask A:

- Substantial and Final Completion services, including:
 - Task A:
 - Perform site inspection and provide punch-list to the Public Works Engineer and CMS consultant.
 - Assistance in warranty inspections.
 - Task B:
 - Preparation of punch-list and inspection of punch-list corrective actions.
 - All files, inspection reports, documents, photos, etc. shall be maintained and submitted to the City of Banning in an electronic and hard copy.

Subtask B:

- Warranty walk through.
 - Task A:
 - Within one year of a Notice of Completion perform a site inspection, check all warranty items and provide punch list to the Public Works Engineer.

General Notes:

- Possess a vehicle and a mobile phone for immediate contact by the City, show proof of a valid California's driver's license, insurance, and required certifications.

- The Consultant Material Testing and Construction Inspector does not have the authority to allow changes or deviations from the Contract Plans and Specifications.
- Present the City with a complete project close-out file.
- The extent of the duties, responsibilities, and limitations of authority of consultant as a representative of the City during the construction shall not be modified or extended without the written consent of the Public Works Director.

4.0 PROPOSAL SUBMISSION

4.1 RFP TIME SCHEDULE

- | | |
|--|--------------------------------|
| • Request for Proposal Available | Mon., Nov. 24, 2014 |
| • Inquiry Deadline (no questions after this date/time) | Thurs., Jan. 8, 2015 – 1 p.m. |
| • Proposals Due | Thurs., Jan. 15, 2015 – 5 p.m. |
| • Consultant Interviews | Thurs., Jan. 29, 2015 |
| • Final Selection | Mon., Feb. 5, 2015 |
| • City Council Recommendation for Award | Tuesday, Feb. 24, 2015 |
| • Notice to Proceed (Tentative) | Monday, Mar. 16, 2015 |

4.2 NUMBER OF COPIES AND DELIVERY

Four (4) copies of the proposal shall be submitted to the following address:

**City of Banning
City Clerk's Office
99 E. Ramsey Street
P.O. Box 998
Banning, CA 92220**

The proposal title, consultants name and deadline information shall be clearly identified on the submission package and cover page. Submission deadline is Thursday, January 15, 2015 at 5:00 p.m. Proposals submitted after that time shall not be considered. All questions regarding the scope of work shall be submitted to Arturo Vela, Senior Engineer at the address above or via e-mail at avela@ci.banning.ca.us.

4.3 FORMAT AND CONTENT

Proposals shall be printed on 8 ½" X 11" paper, single sided in a 10 point Arial font and be limited to 25 pages excluding the cover letter, resumes and any appended information.

Proposals should address the following items in order of appearance:

Cover letter

The cover letter shall be provided which explains the firm's interest in the project. The letter shall contain name/address/phone number of the person who will serve as the firm's principal contact person.

Qualifications and Project Team

Provide names, titles and responsibilities of key personnel who will be responsible for the management of the project. Include qualifications, resumes, experience of each, and length of time with the company.

Proposed Approach and Quality Assurance/Control Plan (QA/QC)

Prepare a list of tasks to address the Scope of Work. Describe the firm's interpretation of the City's objectives with the regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of the RFP. The narrative should include a description of the logical progression of tasks and efforts. Include a statement of understanding of the required tasks/scope of work. Also, include an explanation of the type of technology that will be used. Explain the firm's quality assurance program and the proposed approach for implementing the plan with this project.

References

Give at least four (4) references for projects of similar size and scope, including at least four (4) references for projects completed during the past five years. Include the name and organization, a brief summary of the work, the cost of the project and the name and telephone number of a responsible contact person.

Fee Proposal: One set in a separate sealed envelope

The Fee Schedule in a separate envelope shall be broken down on separate sheets as follows:

- A "Not to Exceed" fee for all services. Man-hours and billing rates per classification of personnel will be indicated for each task and/or subtask.
- Provide a complete list of costs per task and/or subtask and a total fee for the proposal, including expected reimbursable expenses (non-binding), for completion of the scope of services set forth in the proposal.
- A current hourly Fee Schedule and classification of personnel for the firm, along with the type of work they and any sub consultants will perform, is also required. The fee schedule shall remain in effect throughout the life of the project.
- All printing and reproduction costs, research, meetings, mileage, telephone usage, general office supplies and overhead, etc., shall be included in the proposal and its "Not to Exceed" Fee schedule. Proposals should be prepared in a straight forward manner.

4.4 PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

- Responsiveness to the RFP.
- Consultant qualifications and overall project team experience.
- Proposed methodology and ability to meet the scope of work.
- Proposed QA/QC plan
- Results of reference checks.
- Proposal Fee

4.5 NEGOTIATIONS

In an effort to manage the resources available for this project, the City may find it necessary to negotiate tasks, and address other factors identified by the Proposer not contemplated in this document or the City's standard agreement.

5.0 CONTRACT REQUIREMENTS AND SUBMITTALS

5.1 CITY OF BANNING REQUIREMENTS

The Contract will be presented to Council for approval. Please provide a copy of the attached City agreement to your legal team and insurance provider, if you are selected for Final Evaluation. This will expedite the process. A purchase order will not be granted until the contract is signed and all insurance requirements (attached) are satisfied.

Exhibit “J” HCA Proposal



February 11, 2015

City of Banning
Public Works Department
99 E. Ramsey St.
Banning, California 92220-0998

Attention: Mr. Art Vela, PE
Senior Engineer

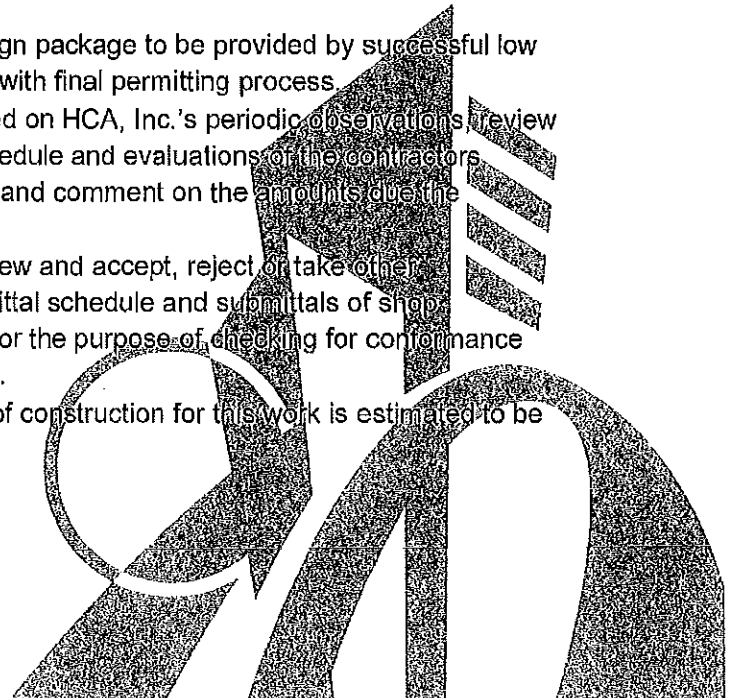
Re: Proposal for Construction Administration Services
New Warehouse and Maintenance Building – Corporate Yard

Dear Mr. Vela:

Higginson+Carlozian Architects, Inc. are pleased to provide this Architectural Services proposal to the City of Banning for the Construction Administration Support Phase for the proposed Corporation Yard Warehouse and Maintenance Building.

Construction Administration

- Site Visits: HCA, Inc. shall visit the site on a bi-monthly basis to become generally familiar with the construction progress and quality of the work completed, as well as conformance with the construction documents. (20 Site Visits are included in this proposal. Additional site visits as needed or requested by owner will be billed on an hourly basis)
- Assist with submittal of metal building design package to be provided by successful low bidder. Coordinate corrections and assist with final permitting process.
- Review of Application for Payments. Based on HCA, Inc.'s periodic observations, review of the construction schedule, payment schedule and evaluations of the contractors application for payment, HCA shall review and comment on the amounts due the contractor.
- Review of Submittals. HCA, Inc. shall review and accept, reject or take other appropriate action upon contractor's submittal schedule and submittals of shop drawings, product samples, and samples for the purpose of checking for conformance with the approved construction documents.
- Construction Period. The estimated time of construction for this work is estimated to be approximately fifteen (15) months.



Professional Service Fee and Terms

District shall compensate HCA, Inc. for the aforementioned services, as follows:

- **Basic Architectural Compensation Fee:** HCA, Inc. shall be paid a Lump Sum Fixed Fee of **\$69,495.00** for the Basic Architectural Compensation Fee.
 - Structural Engineer
 - Mechanical Engineer
 - Electrical Engineer
- HCA, Inc. proposes that the fee shall be paid on an hourly basis with the amount not exceeding the fixed fee as stated above.
- **Reimbursable expenses such as reproduction of construction and permits sets and related documents are not included in our fee and will be billed at direct cost plus 10%.**
- For any additional services not indicated in the scope of work above, fees shall be computed on an hourly basis. See attached Appendix "A" Hourly Rate Schedule.
- Consultants, Engineers, and/or items not included in Basic Services include:
 - City and local Agency Fees
 - Preparation of Record Drawings and Scanning of close out documents
 - Testing and Inspection
 - Fire Sprinkler Design
 - Topographic Surveys
 - Civil Engineering and site utility plans
 - Fire Hydrant design and flow calcs
 - Landscape and Irrigation Design
 - Soils and Geotechnical Reports
 - Renderings and models
 - Significant modifications to original program after design approval
 - Phasing of construction
 - Value Engineering
 - Life Cycle Cost Analysis
 - Interim Housing Services

Summary

This proposal is based upon our understanding of the Project Scope as herein described and detailed record drawings are available. If the scope of the project or services is otherwise, the Proposal shall be adjusted accordingly to the mutual satisfaction of both the City of Banning and HCA, Inc.

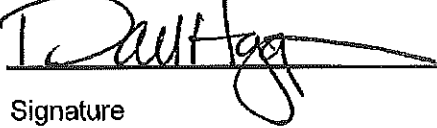
We appreciate the opportunity to provide services to the City of Banning and look forward to continuing the positive working relationship that has already been established.

Submitted By:

David Higginson, AIA, CEO

Ca. License C-19168

Higginson+Cartozian Architects, Inc.



2-11-15

Signature

Date

Authorization Given or Notification Acknowledged By:

Authorized Representative, City of Banning

Signature

Date

APPENDIX "A"

HOURLY RATE FEE SCHEDULE

HIGGINSON+CARTOZIAN ARCHITECTS

Corporate Officer	Hourly Rate: \$190.00
Architect	Hourly Rate: \$175.00
Senior Associate	Hourly Rate: \$145.00
Associate	Hourly Rate: \$120.00
Project Manager	Hourly Rate: \$100.00
Senior CADD Operator	Hourly Rate: \$ 80.00
CADD Operator:	Hourly Rate: \$ 65.00
Administrative/Clerical:	Hourly Rate: \$ 55.00

NAI (Mechanical/Electrical/Plumbing Engineers)

Hourly Rate Schedule

Valued Engineering.....	\$200.00
Principal-In-Charge.....	\$180.00
Professional Engineer.....	\$165.00
Project Manager.....	\$145.00
Project Engineer.....	\$130.00
Construction Administrator.....	\$115.00
Design Engineer.....	\$105.00
Chief Drafter.....	\$95.00
Drafter/Cad Operator.....	\$80.00
Administrative/ Secretary.....	\$70.00

**Exhibit “K”
WEBB Proposal**



Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office
36-951 Cook Street #103
Palm Desert, CA 92211
760.568.5005

Murrieta Office
41391 Kalmia Street #320
Murrieta, CA 92562
951.686.1070

September 19, 2014

010609

Mr. Arturo Vela
CITY OF BANNING
99 E. Ramsey Street
Banning, CA 92220

**RE: Proposal for Construction Land Surveying Services for the new
Corporate Warehouse located in the City of Banning, CA**

Dear Darrell:

Albert A. Webb Associates as the Engineer of Record is pleased to provide you with this proposal for Construction Survey for the subject site. This scope of service addresses those improvements shown within the unapproved "Precise Grading Plan" for the New Corporate Warehouse for the City of Banning. The scope of services outlined within this proposal is based on a one-time mobilization and staking for each of the following items:

SURVEY CONTROL

- Provide horizontal and vertical survey control points throughout the progress of the project, including the setting of project Bench Marks.

COORDINATION, CALCULATIONS, AND OFFICE SUPPORT

- Provide coordination of acquiring project construction plans for consultant's use and scheduling of field surveyors with the client/client representative.
- Provide office support to the field surveyors consisting of task setup, calculating and plotting, and preparation of grade sheets for those items to be staked as requested by the client/client representative.
- Provide review and cataloging of all developed field compiled data. Distribute digital grade sheets to client/client representative for their distribution to agency and/or contractors.
- Attend one pre-construction meeting and one close-out meeting with the client/client representative.

DEMOLITION LIMITS

- Demo Limits. Consisting of stakes being set at 75-foot intervals along the perimeter of the plan delineated demolition/sawcut line. No grades.

ROUGH GRADING

- Building Pad. Consisting of 2 stakes being set per building grid line on the building grid lines. Stakes to be graded to pad grade, (6 grid lines).
- Parking Area(s). Consisting of stakes being set at 75-foot intervals along the curb face, gutter flow line, and ridge lines. Stakes to be graded to finish surface.
- Structural Retaining Wall. Consisting of stakes being set at 75-foot intervals offset from the wall face. Stakes to be graded to top of wall and finish surface.



www.webbassociates.com

365

FINISH GRADING

- Building Pad. Consisting of fine grade stakes (1"x1" wood hub), set to pad grade at building pad grid line intersections. Client shall protect said stakes insuring their use by consultant for rough grade pad verification (5 stakes).
- Building Pad Verification. Utilizing the final building finish grade pad stakes, consultant shall verify for location and grade for compliance to the approved rough grade plan.
- Rough Grade Certification letter(s). In accordance with the California Building Code Appendix Chapter 33, and based upon field measured observations and their verification to the compliance to the approved plans, consultant shall certify that all constructed rough grade slopes, pads, and streets are in substantial conformance to the rough and precise grade plans.
 - a. At the client's request for verification/certification, all requested pads are assumed to be completed and certifiable in their current state with no adjustments necessary.
 - b. Excludes redesign, re-staking, and re-certifying of pads, slopes or streets which were found not to be certifiable.

SEWER

- Sanitary sewer mainline. Consisting of stakes being set at 25-foot intervals offset from and graded to the flow line. Includes (BCs) beginning and (ECs) end of curves, grade breaks, house wyes and manholes. Excludes sewer within building.

WATER

- Domestic Water Line. Excluded.
- Fire Water Line. Consisting of stakes being set at 100-foot intervals offset from and graded to the flow line. Includes (BCs) beginning and (ECs) end of curves, tees for services and appurtenances. Excludes fire line within building. Includes two fire risers within building.
- Fire Water appurtenances. Consisting of two stakes for fire hydrant, water meter, blow off valve, and air vac. First stake for actual location, second stake for offset and grade. Excludes water appurtenances within building.

STORM DRAIN

- WQMP Chambers. Consisting of 4 stakes for each of (2) two Chambers. Stakes to be offset from Chamber and graded to finish surface.
- Grate Inlets. Consisting of 2 stakes for each of (2) two inlets being set for the center of inlet. Stakes to be offset from center of inlet and graded to flow line.

DRY UTILITIES

- Excludes utility vault(s), lights and utility backbone or conduit.

EDGE OF PAVEMENT AND RIBBON GUTTER

- Edge of Pavement. Consisting of stakes being set at 25-foot intervals offset from edge of pavement and graded to finish surface. Includes (BCs) beginning and (ECs) end of curves, and grade breaks.
- Ribbon Gutter. Consisting of stakes being set at 25-foot intervals offset from flow line and graded to flow line. Includes (BCs) beginning and (ECs) end of curves, and grade breaks.

BUILDING(S)

- Building Grid Lines. Consisting of 2 stakes per grid line offset from the perimeter grid lines. 6 building grid lines.

WALLS

- Structural Retaining Wall. Consisting of stakes being set at 50-foot intervals offset from the face of wall and graded to (TW) Top of Wall and (FG) Finish Grade. Excludes perimeter walls or fencing.

PRECISE GRADE CERTIFICATION

- Field verify finish grading, drainage devices, location and slope ratio for all manufactured slopes and construction of earthen berms.
- Provide Final Precise Certification letters upon acceptance of field verification and in accordance with the California Building Code Appendix Chapter 33.

REIMBURSABLE

- Vehicle Mileage.

The anticipated budget for the aforementioned scope of land survey services is **\$15,800.00**. It is recommended that a detailed review of the items shown within this scope of services being furnished be completed by the general contractor to insure all required scope of service items are accounted for. Those items not shown but required can be estimated if plans are available. Please notify the estimator as soon as possible for a revised estimate. Restaking and additional services specifically not included in this scope together with additional construction meetings will be compensated on a time and materials basis. This proposal and its provisions will expire 30 days from date of proposal, and shall be subject to revision thereafter.

We appreciate this opportunity to be of service and look forward to hearing from you. Please feel free to contact us at PH. (951) 686-1070 if you have any questions.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Andrew Y. Orosco, L.S.
Director of Land Survey



Scott R. Hildebrandt, P.E.
Senior Vice President

CITY COUNCIL AGENDA

DATE: March 24, 2015

TO: Honorable Mayor and City Council

FROM: Fred Mason, Electric Utility Director

SUBJECT: Resolution 2015-19, "Approving the Purchase of an Electric Vehicle Fast DC Charging Station and Awarding the Construction Contract for Project No. 2015-02EL 'EV Charging Station, 2140 W. Ramsey St, City of Banning' and Rejecting All Other Bids"

RECOMMENDATION:

- I. Approving the equipment purchase and installation of a new Electric Vehicle ("EV") Fast DC Charging Station from Greenlots in the amount not to exceed \$33,175.38 including taxes.
- II. Approving the Construction Contract for Project No. 2015-02EL "EV Charging Station, 2140 W. Ramsey St, City of Banning" to M. Brey Electric, Inc., of Beaumont, California, in the amount not to exceed \$25,014.00 including taxes and allowing a 10% contingency of \$2,501.40, and rejecting all other bids.
- III. Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers related to the project and to approve change orders within the 10% contingencies.
- IV. Authorizing the Interim City Manager to execute the construction and professional services contract agreements and amendments related to Project No. 2015-02EL "EV Charging Station, 2140 W. Ramsey St, City of Banning."

STRATEGIC PLAN Infrastructure and City Facilities: Installing an EV charging station will improve Community Relations by providing Banning residents who own electric plug-in vehicles the ability to charge their vehicles in a fast and efficient manner. In addition, it furthers the City's commitment to reduce greenhouse gas emissions.

BACKGROUND: The Southern California Public Power Authority ("SCPPA") has been participating in an exercise, along with Southern California Edison ("SCE"), to develop a strategy and policies for developing a robust EV charging station network throughout southern California. In conjunction with this exercise, SCPPA applied for and was awarded a \$500,000 grant from the California Energy Commission ("CEC") on behalf of its member utilities, to help offset the costs of installing EV charging stations in their respective service territories. The Banning Electric Utility ("Utility") desires to participate in this endeavor and has worked with

the other SCPPA members to develop a cost effective project to install EV charging stations at specific locations throughout southern California.

The Utility looked for a suitable location, which per the grant required that it be close to the freeway and accessible to the public 24/7. In addition, the Utility required that it be close to an existing transformer for reduced costs and ease of interconnection. After reviewing potential sites, the Utility determined that the McDonald's parking lot, located at 2140 W. Ramsey Street, was an ideal location. The owner of the property agreed to allocate two parking spaces and the additional area necessary to install the charging system.

SCPPA had gone through a bid process for a turnkey EV charger installation and had selected Greenlots as the low cost vendor. However, SCPPA members had the option of obtaining their own quotes to ensure that they were receiving the best cost benefit for their cities. Staff solicited additional bids and determined it was in the best interest of the City to split the project into two phases: 1) Hardware and software purchase; and 2) Installation. The reason for splitting the project is that due to the volume quantity purchase, the hardware price from Greenlots (\$33,175.38) was significantly lower than the other quotes the Utility received (\$44,372.78). However, the installation quote from LilyPad EV (\$26,391.83) was nearly 25% lower than Greenlots (\$34,000).

The Utility found it necessary to solicit bids for the EV charger installation based on the prices of the quotes received. On February 6 and February 13, 2015 the Utility advertised Project No. 2015-02EL "EV Charging Station, 2140 W. Ramsey St, City of Banning." The scope of services to be provided includes the furnishing of all labor, materials, equipment, services, and incidentals necessary for the installation of electric vehicle charging equipment at 2410 W. Ramsey St., Banning, CA 92220. The project was advertised in the Press Enterprise, Record Gazette, Desert Sun, City of Banning website and various industry plan rooms.

On March 4, 2015 the City Clerk received three (3) bids, publicly opened and read out loud the following results for Project No. 2015-02EL "EV Charging Station, 2140 W. Ramsey St, City of Banning":

<u>Company</u>	<u>Bid Results</u>
1. M. Brey Electric, Inc. of Beaumont, CA	\$25,014.00
2. Regency Pacific Development Corp. of Beaumont, CA	\$26,400.00
3. Endure Electric Company of Murrieta, CA	\$31,740.00

Each SCPPA member installing an Electric Vehicle Fast DC Charging Station has been allocated approximately \$48,000 from the grant funds to help offset the costs. At an installed cost of \$60,690.78 including any contingencies, the grant allocation covers over 75% of the total project costs.

Staff is recommending that the City Council approve the purchase of the new Electric Vehicle Fast DC Charging Station.

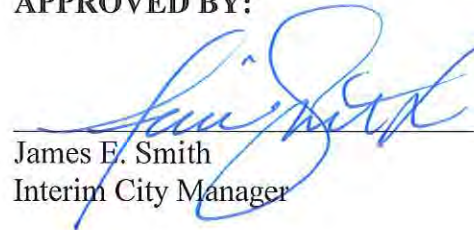
FISCAL DATA: The total cost of the EV charging system hardware, software and installation is \$60,690.78. An appropriation from the Electric Improvement Fund is required to cover the full cost of \$60,690.78 for the charging system. Funds will be appropriated through the regular budget process in each applicable Fiscal Year. The cost of the system will be offset by grant funds in the amount of approximately \$48,000, which will be issued by the California Energy Commission after the installation of the charging station is complete.

RECOMMENDED BY:



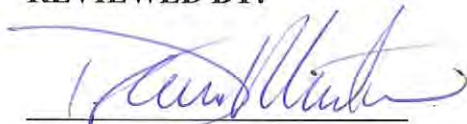
Fred Mason
Electric Utility Director

APPROVED BY:



James E. Smith
Interim City Manager

REVIEWED BY:



Dean Martin
Interim Administrative Services Director

RESOLUTION NO 2015-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE PURCHASE OF AN ELECTRIC VEHICLE FAST CHARGING STATION AND AWARDING THE CONSTRUCTION CONTRACT FOR PROJECT NO. 2015-02EL "EV CHARGING STATION, 2140 W. RAMSEY ST, CITY OF BANNING" AND REJECTING ALL OTHER BIDS.

WHEREAS, the City of Banning promotes renewable energy and reductions in Greenhouse Gas emissions; and

WHEREAS, the City is a member of the Southern California Public Power Authority ("SCPPA"); and

WHEREAS, SCPPA has developed a project to assist its member utilities with the purchase and installation of Electric Vehicle ("EV") Fast DC Charging Stations, including obtaining a \$500,000 grant from the California Energy Commission ("CEC"); and

WHEREAS, Banning's allocation from the \$500,000 grant is approximately \$48,000 or 75% of allowable expenditures, which will be issued by the CEC upon completion of the EV Charging Station installation; and

WHEREAS, staff obtained quotes for purchase and solicited bids for the installation of a new EV Fast DC Charging Station to be located in the parking lot of the McDonald's restaurant located at 2140 W. Ramsey Street; and

WHEREAS, staff determined that Greenlots' hardware and software proposal as shown on Exhibit 'A' and M. Brey Electric, Inc's installation proposal as shown on Exhibit 'B' were the most responsive in meeting the City's needs and requirements; and

WHEREAS, an appropriation in the amount of \$60,690.78 from the Electric Fund is necessary in order to cover the cost of the new EV Fast DC Charging Station;

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

SECTION 1. Adopt Resolution No. 2015-19 approving the equipment purchase and installation of a new Electric Vehicle ("EV") Fast DC Charging Station from Greenlots in the amount not to exceed \$33,175.38 including taxes and Construction Contract for Project No. 2015-02EL "EV Charging Station, 2140 W. Ramsey St, City of Banning" to M. Brey Electric, Inc., of Beaumont, California, in the amount not to exceed \$25,014.00 including taxes and allowing a 10% contingency of \$2,501.40, and rejecting all other bids.

SECTION 2. Authorize the Interim City Manager, or his designee, to execute the necessary documents to complete said agreements.

SECTION 3. Authorize the Interim Administrative Services Director to complete the necessary budget adjustments, appropriations, and transfers related to the purchase and to approve change orders within the 10% contingencies.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2015.

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. 2015-19 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March, 2015, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Exhibit “A”

SCPPA Member Equipment Delivery and Installation Address	Banning
	McDonalds
	2140 W. Ramsey Street
	Banning, CA 92220

EQUIPMENT		Unit/Model # & Description	EFACEC QC501 pc Chademo+SAE Combo	per unit price	# of units	Total Price
		Pt of Sale, Credit Card Swipe		\$ 30,647.00	1	\$ 30,647.00
		Branding/Logo Inclusion				\$ -
		Other - specify				\$ -
		Sub-Total				\$ 30,647.00
		Taxes @	8.25%	(specify)		\$ 2,528.38
		Equipment Total				\$ 33,175.38
INSTALLATION						
		Plan/Eng/Permit				\$ 2,100.00
		Demolition	Core Drill			\$ 150.00
		Excavation	Hand Trench / Backfill			\$ 1,500.00
		Main Service	200A Meter Pedestal			\$ 6,500.00
			Trenched Conduit			\$ 1,800.00
			Wire			\$ 2,200.00
			Transformer & Pad			\$ 8,500.00
		DCFC	Trenched Conduit			\$ 1,800.00
			Wire			\$ 1,600.00
			Foundation			\$ 1,500.00
		Surface Replacement				\$ 500.00
		Commission				\$ 1,000.00
		Special	Signage			\$ 350.00
			Bollards			\$ 2,400.00
			Wheel Stops			\$ 100.00
			EV Paint/Striping			\$ 1,500.00
		Permit Fees	Est			\$500
		Installation Total				\$ 34,000.00
						+ 15% Contingency
						\$ 5,100.00
		Subtotal				\$ 39,100.00
SKY LICENSE						
		per charging port per year		\$ 960.00	1	\$ 960.00 for 5 years
CELLULAR DATA PLAN						
		per year		\$ 132.00	1	\$ 660.00 for 5 years
MAINTENANCE PLAN						
		per year (based on # of units)		\$ 175.00	1	\$ 875.00 for 5 years
		Subtotal				\$ 2,495.00
OTHER PRODUCTS & SERVICES (specify)						
						\$ -
TOTAL estimated cost						\$ 74,770.38
TOTAL not to exceed cost						\$ 79,870.38 (inc. contingency)

Bill Carnahan
Southern California Public Power Authority
Executive Director

Brett Hauser
Greenlots
Chief Executive Officer

375



City of Banning

Electric Department

January 21, 2014

Mr. Bill D. Carnahan
Executive Director
Southern California Public Power Authority
1160 Nicole Court
Glendora, CA, 91740

Subject: CEC PON 13-606 Grant Application

Dear Mr. Carnahan:

The City of Banning ("Participant") hereby requests that the Southern California Public Power Authority ("SCPPA") apply for grant funding under the California Energy Commission's (CEC's) Program Opportunity Notice (PON) 13-606 to support the development of electric vehicle (EV) charging infrastructure in the greater southern California region in accordance with SCPPA Resolution number 2014-004, which is hereby incorporated into and made a part of this authorization letter by reference. Participant understands and agrees that potential grant funding resulting from a successful grant application will typically be made available to SCPPA and ultimately Participant as a reimbursement for up to 75 percent of allowable expenditures under the CEC PON 13-606 specifications, and the remaining amount of expenditures shall be borne by Participant.

Further, Participant hereby requests that SCPPA retain Zeco Systems, Inc. (dba Greenlots) ("Contractor") to provide goods and services to Participant in accordance with the applicable Goods and Services Agreement by and between SCPPA and Contractor ("Agreement"), SCPPA Resolution number 2014-006, which is hereby incorporated into and made a part of this authorization letter by reference.

Participant agrees to pay for actual fees and expenses invoiced by Contractor and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant also requests that any and all grant funds that are provided to SCPPA by the CEC as an up-front payment or as reimbursement for expenditures made in connection with the development of EV charging infrastructure shall be credited to the Participant's Palo Verde (Hoover for Anaheim) Project billing.

Participant agrees to indemnify, defend and hold SCPPA and other SCPPA members free and harmless for the cost of any work performed at the direction of, and for the exclusive benefit of Participant by Contractor. Further, to the extent permitted by law, Participant agrees to indemnify, defend and hold SCPPA and other SCPPA members free and harmless from any and all liability, claims and losses accruing or resulting to SCPPA in connection with the performance of any resulting Agreement between SCPPA and the CEC in accordance with or related to CEC PON 13-606.

Sincerely,

A handwritten signature in cursive script, appearing to read "Fred Mason".

Fred Mason
Electric Utility Director



Tom Mangione
Owner/Operator
8605 Indiana Avenue
Riverside, California 92504
951/689-8400
Fax: 951/689-5669

January 28, 2014

Tatyana Yakshina
Commission Agreement Officer
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814

Subject: CEC PON 13-606 Grant Application

Dear Ms. Yakshina:

Jo-Sam Foods, inc, dba McDonald's is pleased to be a provide this Letter of Commitment to the California Energy Commission (CEC) as a Key Partner in the application under Program Opportunity Notice 13-606, submitted by the Southern California Public Power Authority (SCPPA). As a customer of the City of Banning, an SCPPA Member, we support the efforts of the proposed project to install electric vehicle chargers across Southern California to serve our customers and encourage the adoption of plug-in electric vehicles and specifically on my property at 2140 West Ramsey St, Banning, Ca 92220.

The funding from the CEC is critical to the project to help publicly owned utilities continue to provide reliable and cost-effective electric service to all of their customers and visitors to our region.

It is my understanding that Banning has committed matching funds to support the project, if approved.

We greatly appreciate your consideration of SCPPA's application. Please contact me should you have any questions regarding our participation in this project.

Sincerely,

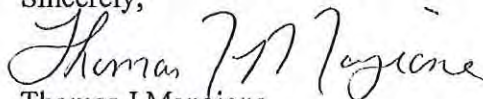

Thomas J Mangione
Owner/Operator

Exhibit “B”

SUMMARY OF BIDS RECEIVED CITY OF BANNING

PROJECT NO.: 2015-02EL

DESCRIPTION: EV Charging Station, 2140 W. Ramsey Street

BID OPENING DATE: March 4, 2015 TIME: 1:30 p.m.

NAME OF BIDDER:	A 1	A 2	BID BOND	TOTAL BID AMOUNT:
Regency Pacific Development Corp. Beaumont, CA	✓	✓	✓	\$ 26,400.00
Endure Electric Company Murrieta, CA	✓	✓	✓	\$ 31,740.00
M. Brey Electric, Inc. Beaumont, CA	✓	✓	✓	\$ 25,014.00

(A)-Addendum

VERIFIED BY:

B. R. R. R.
Janis A. Calderon

SECTION 1.3
OF
PROCEDURAL DOCUMENTS

BID

Proposal of M. Bray Electric, Inc,
hereinafter called "bidder", organized and existing under the laws of the State of California,
doing business as a 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. 2015-02EL, "EV Charging Station 2140 W. Ramsey St, City of Banning"** 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 Thirty (30) 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 **\$750.00** 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. 2015-02EL, "EV Charging Station 2140 W. Ramsey St,
City of Banning"

UNIT BID SCHEDULE

The Bid Schedule includes Bid Items 1 through 11. 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 **Bid Price** shall be the sum of the amounts for Bid Items 1 through 11.

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	Total
1	Potholing	1	LS	740	740
2	Permits & Licensing	1	LS	118	118
3	Trench and Native Backfill	1	LS	19360	19360

Bid Item	Description	Est. Qty.	Unit	Unit Price	Total
4	200 Amp Meter Pedestal	1	EA	3786	3786
5	Conduit and Wire	1	LS	1524	1524
6	Dry Type Transformer and Base	1	LS	8964	8964
7	EFACEC QC DC Fast Charger and Base	1	LS	1256	1256
8	Protective Bollards	6	EA	786	4716
9	Signage	1	LS	954	954
10	Paint Striping	1	LS	460	460
11	Core Drilling and Concrete Repair	1	LS	560	560
BID PRICE				\$ 25,014.00	

SCHEDULE I BID AMOUNT IN WORDS: Twenty Five Thousand and Fourteen Dollars.

ADDENDA

Bidder acknowledges receipt of the following Addenda:

Addendum No.: 1

DATED: 2/20/15

Addendum No.: 2

DATED: 2/27/15

Addendum No.: _____

DATED: _____

Confirmed by Bidder: _____

(signature of authorized representative)

Print Name: Matt Brey

Corporate Title: President

NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF Riverside

Matt Brey, 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)
MATT BREY
(Typed Name)

SUBSCRIBED BEFORE ME on this 3rd day of March, 2015.

Shelley Bates
Notary Public

My commission Expires:

July 14th 2018



SECTION 1.5
OF
PROCEDURAL DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, M. BREY ELECTRIC, INC., as Principal, and U.S. SPECIALTY INSURANCE COMPANY, as Surety, are hereby held and firmly bound unto the CITY OF BANNING as Owner in the penal sum of TEN PERCENT OF GREATER AMOUNT BID for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 2ND day of MARCH, 2015. 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. 2015-02EL, "EV Charging Station 2140 W. Ramsey St, City of Banning"

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: M. BREY ELECTRIC, INC.

By: 

Title MATTHEW A. BREY, PRESIDENT

ATTEST (If Corporation):

By _____

Title _____

(Corporate Seal)

SURETY: U.S. SPECIALTY INSURANCE COMPANY

By: 

Title MARK D. IATAROLA, ATTORNEY-IN-FACT

ATTEST:

By _____

Title _____

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance code.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

U.S. SPECIALTY INSURANCE COMPANY
601 SOUTH FIGUEROA STREET, SUITE 1600
LOS ANGELES, CA 90017

(Name and address of Agent or
Representative in California, if
different from above)

MALONEY AND ASSOCIATES
435 WEST GRAND AVENUE
ESCONDIDO, CA 92025

(Telephone number and address
of Surety and Agent or
Representative in California)

310/649-0990 (SURETY)
601 SOUTH FIGUEROA STREET, SUITE 1600, LOS ANGELES, CA 90017
760/738-2610 (AGENT)
435 WEST GRAND AVENUE, ESCONDIDO, CA 92025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

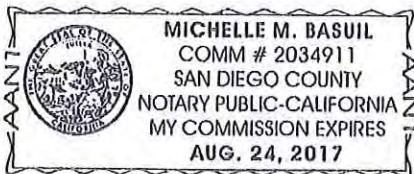
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of SAN DIEGO)
 On 3/2/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
 personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Michelle M. Basuil*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark D. Iatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifteen Million***** Dollars (\$ *15,000,000.00*).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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 on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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]

(Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2ND day of MARCH, 2015.

Corporate Seals

Bond No.

Agency No.

4013



[Signature]
Michael Chalekson, Assistant Secretary

389

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Riverside

S.S.

On 3/3/15 before me, Shelley Bates, Notary Public

Name of Notary Public, Title

personally appeared Matthew Bray

Name of Signer (1)

Name of Signer (2)

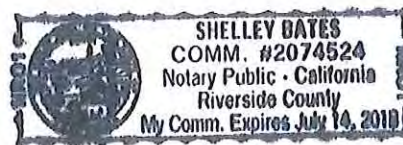
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Shelley Bates

Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☒ Corporate Officer(s)

President

Title (if)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Name of Entity or Entity's Representative

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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 10% OF BID (10) percent of the base bid of \$25,014.00 (\$_____), 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 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>Superior Pavement Markings</i>	License No and Classification <i>776306 Striping</i>	DBE/MBE __Yes <input checked="" type="checkbox"/> No
ADDRESS: <i>PO Box 278</i>	Telephone: <i>(951) 845 2799</i> Fax: <i>(951) 845 4399</i>	Ownership (Circle One) Minority Women <u>Not Applicable</u>
City, Zip: <i>Beaumont, CA 92223</i>	Bid Item No. <i>9, 10</i>	% of Total bid <i>5070.</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: <i>Walters Wholesale</i>	MATERIAL(S) TO BE SUPPLIED <i>Transformer, pedestal, wire</i>	
ADDRESS: <i>10804 Edison Ct.</i>	Telephone: <i>(909) 939-7058</i>	Ownership (Circle One) Minority Women <u>Not Applicable</u>
City, Zip: <i>Rancho Cucamonga CA, 91730</i>	Bid Item No. <i>4, 5, 6</i>	% of Total bid <i>15%</i>

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

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 MATERIAL SUPPLIERS - cont.

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

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
4	Pedestal	1	MIL	CP3B12SHA	Walter's
6	Transformer	1	MGM	H7TSA3P25HPI	Walter's
4	Disconnect	1	Square D	H3U3PB	Walter's

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

3/3/15

Date

561224

Contractor's License No.

116-1020109

Federal ID No. (If applicable)

(SEAL - if Bid is by a corporation)

ATTEST

408 Elm ave

Address

Beaumont, TX 77723

City, State, Zip

(951) 845-5438

Telephone

Class A Electrical

Type of License

12/31/16

Expiration Date of License

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:

M Bray Electric, Inc
Firm Name



By

President
Title

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name 2

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.

References

Year	Type of Work	Contract Amt.	Location	Contact person/phone
1	2011 Pontiac Dist Bank	370,000.00	Camp Pendleton	Debbie (951) 845-2121
2	2013 Primary Grains	150,000.00	Edwards AFB	Debbie (951) 845-2121
3	2014 Dist. Pedestal	30,000.00	City of Beaumont	Greg Cinko (951) 845-5082
4				
5				
6				
7				

State of California Contractor's License No.: 561224

Contractor's License Expiration Date: 12/31/10

CORPORATE CERTIFICATE

I, Math Bray, certify that I am the Corporate Secretary of the M. Bray Electric, Inc. Corporation named as CONTRACTOR in the foregoing contract; that Math Bray, 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: Math Bray

(SEAL)

ATTEST:

[Signature]

Name MATT BRAY
(Please Print)

Title PRESIDENT

SCHEDULE

EV Charging Station 2140 W. Ramsey

Date: March 4, 2015

CONTRACTOR: M. Brey Electric, Inc.


Activity Description	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Equipment Submittals/Approval																			
Order Equipment																			
Layout Site/Pull Permit																			
Install Underground Conduit																			
Install Equipment Pads																			
Install Pedestal																			
Install Transformer																			
Striping/Signage																			
Pull Wire																			
Energize System																			
Site Cleanup																			

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-16
- ☒ Bid Security or Bond – I-14, I-23 & I-24
- ☒ List of Subcontractors – I-15
- ☒ List of Material Suppliers – I-16 & I-27
- ☒ List of Materials – I-18
- ☒ Declaration of Accuracy – I-19
- ☒ Labor Code Certification – I-20
- ☒ Questionnaire Regarding Bidders – I-21
- ☒ Corporate Certificate – I-29
- ☒ Preliminary Project Schedule
- ☒ Bid Submittal Checklist – I-22

Confirmed by Bidder 
(signature of authorized representative)

Print Name: Matt Bray

Corporate Title: President