AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA

June 23, 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, the Banning Utility Authority 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.

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 Couucil approve Conscnt 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 – 05/26/15 *(Workshop)* **1**
2. Approval of Minutes – Special Meeting – 06/09/15 *(Closed Session)* **19**
3. Approval of Minutes – Regular Meeting – 06/09/15 . . . . . **21**
4. Report of Investments for May 2015. . . . . **39**
5. Approval of Accounts Payable and Payroll Warrants for Month of April April 2015. . . . . **47**
6. Accept Notice of Completion for Project No. 2014-04EL, Demolition of Building at 215 E. Barbour Street. **51**
7. Resolution No. 2015-53, Approving the Consumer Price Index (CPI) Increase for the Collection, Transportation and Disposal of Solid Waste for Fiscal Year 2015/16 . . . . . **55**
8. Resolution No. 2015-57, Approving the First Amendment to the Rancho San Gorgonio Environmental Services Agreement Between the City of Banning and PlaceWorks (Formerly Known as The Planning Center | DC & E) **65**
9. Resolution No. 2015-58, Approving the Second Amendment to the Professional Services Agreement with J.H. Douglas and Associates Related to the Banning Housing Element in the amount of $20,000. . . . . **125**
10. Resolution No. 2015-59, Approving the Third Party Amendment to the Contract Services Agreement Between the City of Banning and Romo Planning Group, Inc. for Temporary Planning Services to include additional compensation in the amount not to exceed $150,400.00 . . . . . **183**
11. Approve Contract between the Banning Unified School District and the City of Banning for Assignment of a School Resource Officer (SRO) at Banning High School and Nicolet Middle School for the 2015-16 School Year. **209**
12. Resolution No. 2015-61, Authorizing the Purchase of Two (2) 2016 Ford Fusion Sedans through National Auto Fleet Group Under the National Joint Powers Alliance (NJPA) Contract in the amount of $43,356.00 . . . . . **211**

- **Open for Public Comments**
- **Make Motion**

RECESS REGULAR CITY COUNCIL MEETING AND CALL TO ORDER A JOINT MEETING OF THE BANNING CITY COUNCIL , THE BANNING UTILITY AUTHORITY AND THE CITY COUNCIL SITTING IN ITS CAPACITY OF A SUCCESSOR AGENCY

V. REPORTS

1. Adoption of Resolutions Related to the Revised Budget Plan for Fiscal Year 2015-16 for the City of Banning, Banning Utility Authority, and Successor Agency and Adoption of the GANN Limit.

Staff Report 269

Recommendations:

a) **That the City Council adopt Resolution No. 2015-62, Adopting the Annual Budget for the Fiscal Period July 1, 2015 through June 30, 2016, Adopting the Five Year Capital Improvement Program, and Making Appropriations to Meet Expenses Approved Therein, Approving Budgetary Policies and Recommendations.**

b) **That the Banning Utility Authority adopt Resolution No. 2015-09 UA, Adopting the Revised Budget Plan for the Fiscal Period July 1, 2015 through June 30, 2016, Adopting the Five Year Capital Improvement Program, and Making Appropriations to Meet Expenses Approved Therein.**

c) **That the Successor Agency Board adopt Resolution No. 2015-04 SA, Adopting the Revised Budget Plan for the Fiscal Period July 1, 2015 through June 30, 2016, Adopting the Five Year Capital Improvement Program, and Making Appropriations to Meet Expenses Approved Therein.**

d) **That the City Council adopt Resolution No. 2015-63, Establishing an Appropriations Limit for the Fiscal Year 2015-16, Pursuant to Article XIIIB of the California Constitution.**

Adjourn Joint Meetings and reconvene the regular City Council Meeting.

VI. REPORTS OF OFFICERS

1. Resolution No. 2015-48, Approving the Fire Services Protection Agreement with Riverside County Fire Department/CAL FIRE for Up to Three Years.

Staff Report 315

Recommendations: **That the City Council adopt Resolution No. 2015-48, Approving the Fire Services Protection, Fire Prevention and Rescue Medical Services Agreement with Riverside County Fire Department/CAL FIRE for up to three years.**

2. Resolution No. 2015-52, Approving a Contract for Continued Funding of Fire Engine 20 between Banning, Beaumont and Riverside County Fire.

Staff Report 327

Recommendations: **That the City Council adopt Resolution No. 2015-52, Approving the contract for continued split funding of Fire Engine 20 as listed in the Banning Strategic Plan.**

3. Street Sweeper Purchase or Repair Options

Staff Report. 339

Recommendations: **That the City Council approve staff's recommendation to pursue the procurement of a new street sweeper to replace the existing, inoperable street sweeper in order to continue the street sweeping operations.**

4. Resolution No. 2015-55, Approving a Professional Services Agreement with Western Riverside Council of Governments for Residential and Commercial Diversion Services.

Staff Report. 351

Recommendations: **That the City Council adopt Resolution No. 2015-55, Awarding a Professional Services Agreement to Western Riverside Council of Governments for Residential and Commercial Diversion Services in the amount of $50,000.00 for a one-year period.**

5. Resolution No. 2015-56, Approving a Professional Services Agreement with V2C Group, Inc. for the Design of Improvements at Roosevelt Williams Park.

Staff Report. 391

Recommendations: **That the City Council: 1) Adopt Resolution No. 2015-56, Awarding a Professional Services Agreement with V2C Group, Inc. of Riverside, CA in the amount of $95,592.00; 2) Authorizing the Administrative Services Director to make necessary budget adjustments and appropriations and transfers related to the project; and 3) Authorize the Interim City Manager to execute the Professional Services Agreement with V2C Group, Inc.**

7. Resolution No. 2015-60, Consideration of a Contract Services Agreement for Building & Safety Services.

Staff Report. 471

Recommendations: **That the City Council: 1) Adopt Resolution No. 2015-60, Approving a Contract Services Agreement with Charles Abbott Associates, Inc. to provide Building & Safety Services in the amount not to exceed a fee of 65% of the fees paid for the first $15,000, 55% of the fees paid in the amounts from $15,001 to $30,000, and 50% of the fees paid in the amounts over $30,001; and 2) Authorize the Interim City Manager to execute the Contract Services Agreement with Charles Abbott Associates, Inc. in the form that is approved by the City Attorney.**

8. Resolution No. 2015-47, A Resolution of the City Council of the City of Banning, California approving an Extension to November 24, 2015 for Design Review No. 10-702 for the Village at Paseo San Gorgonio Project subject to the original conditions thereto and further subject to City Attorney's Approval of Documentation executed and delivered by JMA Village LLC to the City Attorney on or before July 15, 2015 (i) Confirming Commencement of Construction on or before August 31, 2015, and (ii) Modifying the other Construction Commencement Dates

under the Amended PSA (as defined below), Confirming the Maturity Date of the Note as August 31, 2015, and Related Requirements.

Staff Report. 881

Recommendations: **That the City Council adopt Resolution No. 2015-47, approving (Attachment 1) approving an Extension to November 24, 2015 for Design Review No. 10-702 for the Village at Paseo San Gorgonio project subject to original conditions thereto and further subject to the City Attorney's approval of documentation with JMA Village LLC on or before July 15, 2015 ("Developer") (i) confirming commencement of construction on or before August 31, 2015, and (ii) modifying the Amended PSA (as defined) with respect to the commencement dates of other construction obligations, confirming the maturity date of the Note as August 31, 2015, and related requirements.**

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

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

VIII. ITEMS FOR FUTURE AGENDAS

New Items –

Pending Items – City Council

1. Discussion regarding City's ordinance dealing with sex offenders and child offenders. *(6/2015)*
2. Discussion regarding Animal Control Services *(7/2015)*
3. Discussion regarding change in time for Council Meetings
4. Fee Study
5. Discussion on how to handle/address upcoming Assembly Bills
6. Discussion of City Manager authority to give a contract of $25,000.
7. Review Consent Calendar policy.
8. Discussion of vacant properties where people are discarding furniture.

(Note: Dates attached to pending items are the dates anticipated when it will be on an agenda. The item(s) will be removed when completed.)

IX. 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 Tile II]

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

05/26/15
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Franklin on May 26, 2015 at 3:03 p.m. at the Banning Civic Center Large Conference Room, 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: Dean Martin, Interim City Manager/Interim Administrative Services Dir.
David J. Aleshire, City Attorney
John McQuown, City Treasurer
Fred Mason, Electric Utility Director
Brian Guillot, Acting Community Development Dir.
Alex Diaz, Police Chief
Arturo Vela, Acting Public Works Director
Oliver Mujica, Contract Planner
Michelle Green, Deputy Finance Director
Rita Chapparosa, Deputy Human Resources Director
Sonja De La Fuente, Office Specialist
Marie A. Calderon, City Clerk

PUBLIC COMMENTS – *On Items Not on the Agenda*

Mayor Franklin asked if there were any public comments; there were none.

WORKSHOP REPORTS

1. Revenue Workshop

Interim City Manager Martin said that Michelle Green, Deputy Finance Director will be giving the report. They had hoped to also include the expenses but it was a tall order to do that and marry it with all the goals and objectives so that is why they are talking about having a meeting on June 16th so that staff can then come back so the Council and have a full session on the expenses.

Deputy Director Green stated that they will be reviewing the revenues for Mid-Cycle Fiscal Year 2016. In talking about mid-cycle they are talking about revisions to the previously adopted Fiscal Year 2016 Budget that was adopted back in June of 2014 which was a two-year budget

and they are making revisions to the second year of that two-year budget. Today they are just discussing revenues so this is just a piece of the budget puzzle; the entire puzzle is not put together just yet. Once the expenditures are calculated and figured out for the next workshop they will have the entire picture of the budget. Basically they will be looking at revenue trends in important areas, review the General Fund and some of the major revenue sources there, discuss Measure J revenue and the usage of those funds, and review some of the other fund revenues and the trends that they are going through right now. At this time she started her power-point presentation (attached Exhibit "A").

- General Fund Revenues – In FY 16 the projected revenues were just a little over $14 million. A majority of what will be discussed today is taxes because that is the largest portion of the budget and this is where they do see some significant changes. The preliminary number for the revised FY 16 is a little over $15 million and that only will incorporate the changes that they will be talking about which is in the tax area so there may be minor fluctuations in some other areas of the General Fund so this number is not a final number. We are talking about taxes as the major category and as she mentioned there are no major changes in the other categories. Also, Interfund Services and Charges will definitely change but they don't know the impact of those changes until after they get all the expenditures calculated.

Councilmember Peterson said on a TOT tax does anybody know if we charge a TOT if you buy a mattress in the city because he was in Monterey this last weekend and went to a mattress store and purchased a mattress and on his sales receipt he was charged a TOT tax for a mattress. He really didn't discover this until he was already gone or else he would have questioned it. He thought that this may be another source of revenue that we don't know about.

- The pie chart of the General Fund Revenues is based on the adopted FY 16 budget and as you can see that the biggest part of the chart is the taxes. Those items in this particular budget total 64% of the General Fund's revenue. At the time that this budget was adopted the mining tax was not in existence so that number is not included but she did calculate that the mining tax will equal approximately 3.7% of the General Fund revenues and the revised taxes will equal 66% of the General Fund's budget versus 64% where they are currently. The other big area that will not be discussed today is the Interfund Services and Transfers which a majority of that is the transfer from the Electric Fund and a couple of other small transfers as well.

- Property Taxes – In FY 16 budget the projected revenues were just over $4 million. Revised projection is at $4.4 million. Between the final numbers for FY 15 and where we are projecting FY 16 they are actually showing a 4.4% increase in property taxes.

- Sales Taxes – In FY 16 budget the projected revenues was just over $3.1 million.

Councilmember Miller asked if there was a time limit for the Cabazon Outlet. Deputy Director Green said she wasn't aware of any sunset but she can check.

Mayor Franklin said she did ask Supervisor Ashley's office if there was any predicted change in that and the answer was no.

She continued the report and said as the sales tax or the economy gets better and the cars and automobiles do better that number actually decreases our sales tax revenue because we are sharing what we collect with Diamond Hills.

Councilmember Welch said would the increase in the number of stores in the outlets even though they stayed the same did we notice any increase.

Deputy Director Green said for FY 14 we actually collected $686,000 from Cabazon and they are projecting for FY 15 $840,000.

Sales taxes (continued) - So the revised projection for FY 16 is $3,152.00 so they were pretty spot on. Overall the increase is approximately 6.3% in this area.

- Franchise Taxes – The FY 16 budget was originally projected at $861,000 and the revised projections for FY 16 based on what they are seeing this year is $881,000. It is about a 1.4% increase in franchise taxes.

- TOT (Transient Occupancy Taxes) – She said that this is based on eligible occupancy because if you actually stay in a hotel for 30 days or more you don't have to pay TOT so it is not on all occupancy. The FY 16 budget was originally projected at $620,000 and the revised FY 16 projection is $700,000.

City Treasurer McQuown asked if there was anyone delinquent in paying the TOT tax, where we are on that, and what type of money are we talking about.

Deputy Director Green said it is just one hotel and staff is pursuing that. The hotel is keeping current on their current quarters but they have not collected on the past due quarters. The amount would be $20,000 or less.

- Other Taxes – In regards to the portion of weed abatement that they are referring to here are the ones that are liens and have actually been put on the tax roll so those are collected through the County. The FY 16 budget was project at $343,800 and everything there is expected to be flat. The revised FY 16 projection is $353,500. The difference there is that in the weed abatement staff was given a number that was put on the tax roll and at this point staff doesn't know whether all of that will be collected but it is not time for actual collection so staff is assuming we will collect that rather large amount that they did put on the tax roll and that is why FY 15 is actually higher than what is projected for FY 16.

- New Tax - Measure J Mining Tax – This was not in existence when they did create the two-year budget and the question is will this money be used for one-time projects, programs and activities or on-going City operations. They have received a couple of payments. Staff's revised projection for FY 16 is $550,000. Currently for this year, because of the lack of data and the City only received one very small payment at the time of the Mid-Year Budget, they revised the FY 15 budget to $275,000. Now they are expecting in this year to actually received $432,000. Staff's recommendation is based on the life expectancy of 8 to 12 years to permit the use of these funds for on-going City operations but that is a discussion to be had by Council.

Councilmember Moyer asked what the amount that we received from Robertson's.

Deputy Director Green said that amount was $208,000 for one quarter. She said that they are being very conservative in numbers because they don't have a history to base it on and don't know if production is going to continue to be the same because they only received a small partial payment and one quarter payment.

Councilmember Welch asked what months were covered in that quarter. Deputy Director Green said the very first one they received was for half of December and that payment was a little over $23,000. The second payment received so far was for January through March and that was for $208,000.

Councilmember Peterson asked if we were auditing to make sure that we are getting what we are supposed to be getting or are they just sending a couple of hundred thousand and be done with it.

Deputy Director Green said that they are submitting documentation and it has not been audited by the City.

Interim City Manager Martin said that they do have the ability to audit and that was written into the ordinance and to what extent they would corporate with that he doesn't know but it is certainly something we can contract with our auditors to go out there and actually do an audit of what they are providing to the City and it would probably increase our audit fee slightly.

City Attorney Aleshire said he is not sure your normal auditor could do this so you may want a firm that specializes in doing that type of audit.

Councilmember Petersons said that we should do an audit and not wait a year to make sure we getting the right amount.

- (New Tax (continued) - Deputy Director Green said so again in Mid-Year 16 we would have more accurate numbers in accounting so more than likely if it continues the way it is staff would be requesting an increase to the budget at that time.

Interim City Manager Martin said again, this is subject to discussion but without getting a longer history as to what they are going to pull out of the mine staff just elected to go on the conservative side.

Councilmember Miller asked how the life time of the mine is estimated.

Interim City Manager Martin said that there is a report that is available from one of our consultants that shows how much the estimate is for what is left in the mine and he explained how they came up with the 8 to 12 years.

Councilmember Miller asked to get a copy of that report. Councilmember Peterson asked if that was from the Aragon report.

Acting Director Guillot said yes. We do the annual mine report each year so we have three years of data from Aragon that would reflect some of those numbers.

City Attorney Aleshire said the conversation that they had with Robertson's is that they think there is additional material that could be mined so Aragon wouldn't have taken that into account.

Councilmember Peterson asked if it would be wise to only bank this money while we are in litigation and save it in case there is a reversal.

City Attorney Aleshire said yes. When they litigated in Irwindale they set the money a side. It is kind of a savings plan; obviously we expect to prevail. He said that there is language in the ordinance that provides that part of this money could be used to offset mining impacts so that would include, for example, the roadway and things like that that are the impacts of mining. One thing to keep in mind in terms of a revenue source like this is that these monies are not built into your budget at this point and could be programmed to take care of long-term issues including the impacts of mining in the community. It could be argued that one of the reasons voters might have voted for this is that they contemplated that that might be an outcome. Of course it also said clearly that the money could be used for law enforcement and other public safety issues that were placed in the city.

Mayor Franklin asked approximately how long it will take to finish litigation; two year or less.

City Attorney Aleshire said depending upon appeals, etc. this thing could go longer than two years. He thinks that this fight has been costing the mining company quite a bit of money and so he thinks that there are some hopes that over the course of the coming year we might work out a settlement that would make this go away. So he thinks it is anytime from as short of a year to as long as four or five years.

Interim City Manager Martin said that they have not yet crafted in the budget where that money goes. If it is the pleasure of the Council, it can be reserved but keep in mind we have some growing and hefty public safety requests that he is not sure our revenues would be sufficient without the Measure J monies to be able to do everything that is currently desired for public safety.

There was some further Council and staff discussion about Measure J monies and litigation.

OTHER FUNDS

Deputy Director Green continued her presentation in regards to funds that had some significant changes or changes to be aware of.

- Gas Tax Street Fund – In FY 16 that fund was budgeted at $923,000 and they are expecting a decrease of 15% from those original projections that were used. Originally it was expected to remain flat and now we have the numbers in from the State and it is projected to be 15% lower. So they are actually taking that revision to $813,831.00. The FY 15 that has $1.3 million includes other revenues sources beside the Highway User's Tax that is decreasing by 15%. There was approximately $456,000 in grants and revenue for a traffic signal synchronization project so their net budget without that was $925,000

and now we will see it go down to $813,000. Currently the General Fund does and is required to contribute $164,325 per year to this fund so the amount that the General Fund contributes is included in the $813,000.

- Airport Fund – FY 16 their projected revenue is $218,700 however the fuel sales have been coming in lower than projected and they revised the projection down to $158,700. In FY 15 they are expecting $294,817 and that does include grant revenue of a little over $141,000 so the actually net revenue for FY 15 is $168,700. Also, fuel sales have dropped almost 50%. Actual fuel sales through March of last year were $64,000 and through March of this year it is only $33,000.

Interim City Manager Martin said that there has been some discussion about increase hanger fees but we have not assumed that in this budget and assume hanger fees will continue as they are.

- Transit Fund – Original projections for FY 16 were a little over $1.6 million. Our transit operations basically are funded by RCTC. At this time they are not making any revisions to the original projections. The budget for FY 15 is $2,459,736 and includes capital funding of $833,690.

- Water Fund (Water Operations only) – In the FY 16 budget it projected $10.6 million. The revised projection is $8,017,650. This year they are expending revenues of $10,441,308.

Interim City Manager Martin said first of all they are not certain what the exact revenue drop will be so very simplistically right now this is the best that they can say. They are still working on the expense side but think maybe roughly half of that drop can be taken care of by reduction of expenses. So you are looking at over a million dollar shortfall which at least for this next year they can take from reserves but that is certainly not a long-term solution. So that is going to be an issue that needs to be addressed and will be looked at it as we go forward with the rate study.

- Electric Fund (Electric Operations) – FY 16 adopted budget is just over $30 million. At this time they are not revising the FY 16 budget and keeping it at just over $30 million. This year expected revenues are about $29,987.494.

- Wastewater Fund (Wastewater Operations) –FY 16 adopted budget is $3.2 million projected and still projecting $3.2 million. This year they are actually expecting to collect $3.2 million. No revisions at this time.

- Refuse Fund (Refuse Operations) – Original budget was $3.3 million. Currently Waste Management is requesting a CPI increase of 1.24% however they weight that with a County Disposal Fee so the actual increase that they are requesting in our rates is 1.06%. There are other items included in this besides just the user fees so the revenue projection is going down slightly at $3.305 million. This year they are expecting to collect $3.237 million. So overall not much of an increase.

Councilmember Moyer said going back to Electric, during our workshop for electric we talked about the possibility of rate cuts sometime in the next year or so and is any of that included in here.

Interim City Manager Martin said no. It will affect your General Fund transfer and you will get less money into the General Fund.

Deputy Director Green said currently this does not take into account any projected reductions in rates.

There was some further Council and staff discussion in regards to the Electric Fund and how it would affect the General Fund and other items in regards to Electric funds.

There was some discussion about having a session on the Measure J money, the need to see the expense side of the budget first, and an increase to be presented by Cal Fire to the Council.

Mayor Franklin asked how pretty confident are you that the actual numbers are the real numbers.

Deputy Director Green said very confident. She had gone through this line by line, looked at calculations backwards and forwards, looked at historical information and looked at several ways to be conservative.

Councilmember Moyer said if he understands this right you are saying that the 32% based on the $10,671,000 that it would represent basically a million dollar shortfall in our fixed costs.

Interim City Manager Martin said that is correct. We can only make up for roughly half of that with expense reductions. Councilmember Moyer asked that this 32% is based on if they would cut things as of today. Interim City Manager Martin said it would as of June 1st if they start making cuts.

There was some further staff and Council discussion in regards to the 32% reduction in the water consumption and the projected loss of revenue.

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

Mayor Franklin thanked staff for their presentation. She said that there will be another meeting workshop in regards to the expense side of the budget on June 16th.

ADJOURNMENT

By common consent the meeting adjourned at 3:52 p.m.

_____

Marie A. Calderon, City Clerk

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

City of Banning
MidCycle FY16
Revenue Review

May 26, 2015

Agenda

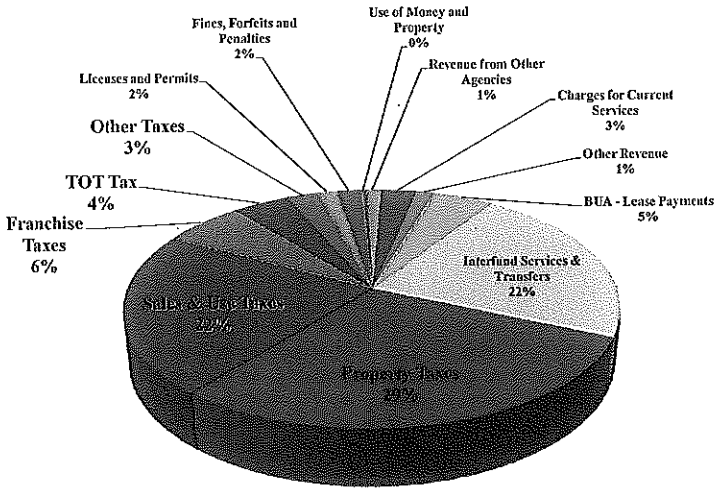
- Review of General Fund – Major Revenue Sources
- Discussion of Measure J Revenue usage
- Review of Other Funds' Revenues
- Questions

General Fund Revenues
Discussion

- FY16 budget adopted as part of two-year budget (projected revenues $14,150,397)
  - Discussion of Major Revenue category – Taxes (Property Tax, Sales Tax, Franchise Tax, TOT Tax and Other Taxes)
  - Assumptions used in calculating revised revenue amounts for FY16
  - Adopted FY16 vs. Revised FY16
  - FY15 vs. Revised FY16
  - Revised FY16 General Fund Revenues $15,195,982

General Fund Revenues
Adopted FY16

General Fund Revenues = $14,150,397



Property Taxes

Includes Current Secured and Unsecured, Supplemental and Property Tax Backfill

- FY16 budget adopted as part of two-year budget (projected revenues $4,146,165)
  - No newly constructed housing units in FY16
  - Assessed value grew by 6.94% between FY14 and FY15 mainly due to reassessment of foreclosures, Prop 8 and Prop 13 assessments
  - Estimated FY16 City growth of 4.9% slightly below County growth of 6%
- Revised FY16 projection - $4,433,461
- FY15 budget $4,131,815, FY15 estimated actual $4,246,283

Sales Taxes

Includes Sharing Agreement w/Diamond Hills, Cabazon Outlet and Sales Tax Backfill

- FY16 budget adopted as part of two-year budget (projected revenues $3,117,566)
  - Effects of major retailers closing and lower gas prices already factored in
  - Auto sales continue to be a strong offset to loss of retailers
  - No major new sales tax generators in the next fiscal year
  - State triple flip goes away, sales tax flow through increases from .75 to 1 percent*
  - Overall increase in line with rate of inflation
- Revised FY16 projection - $3,152,000
- FY15 budget $2,997,666, FY15 estimated actual $2,965,190

Franchise Taxes

Includes Franchise Fees from various utility companies

- FY16 budget adopted as part of two-year budget (projected revenues $861,000)
  - No increases in fees beyond inflation
  - No growth in housing base
  - No changes in historical service providers
- Revised FY16 projection - $881,000
- FY15 budget $861,000 FY15 estimated actual $868,488

TOT (Transient Occupancy Taxes)

12% tax based on eligible occupancy

- FY16 budget adopted as part of two-year budget (projected revenues $620,000)
  - No new hotels in the next fiscal year
  - Hotel rates increase with inflation
- Revised FY16 projection - $700,000
- FY15 budget $620,000 FY15 estimated actual $704,000

Other Taxes

Includes Business Licenses, Property Transfer Tax, PEG Fees, Police Towing and Weed Abatement*

- FY16 budget adopted as part of two-year budget (projected revenues $343,800)
  - Business licenses and other taxes are projected to have very minimal increases or will remain flat for FY16
- Revised FY16 projection - $353,500
- FY15 budget $363,190 FY15 estimated actual $364,810

New Tax – Measure J Mining Tax

To be used for one-time projects, programs and activities, or ongoing City operations?

- Adopted FY16 budget includes no budget for this item, as it did not exist at the time the budget was adopted
  - Mining tax will increase due to increased mining excavation
  - Mine is estimated to be depleted in 8 – 12 years depending on levels of excavation
- Revised FY16 projection - $550,000
- FY15 budget $275,000, FY15 estimated actual $432,304
- Based on life expectancy of the mine staff recommends using for ongoing City operations

Other Funds

Gas Tax Street Fund

Highway User's Tax

- FY16 budget adopted as part of two-year budget (projected revenues $923,141)
  - Gas tax revenues (Highway User's Tax) expected to decrease 15% from original FY16 projections (FY15 budgeted revenues)
- Revised FY16 projection $813,831
- FY15 budget $1,381,373, FY15 estimated actual $1,382,263

Airport Fund

Includes Hangar Rents and Fuel Sales

- FY16 budget adopted as part of two-year budget (projected revenues $218,700)
  - Aviation fuel sales low
- Revised FY16 projection $158,700
- FY15 budget $310,450, FY15 estimated actual $294,817

Transit Fund

Includes Fixed Route and Dial-A-Ride

- FY16 budget adopted as part of two-year budget (projected revenues $1,666,675)
  - RCTC (Riverside County Transportation Commission) funded, less interest and fare box revenue
- No revisions to adopted FY16 projection
- FY15 budget $2,459,736, includes capital funding of $833,690

Water Fund

Water Operations

- FY16 budget adopted as part of two-year budget (projected revenues $10,671,000)
  - State Mandate to reduce water consumption by 32% in FY16 results in projected loss of revenue of $2,653,350
- Revised FY16 projection - $8,017,650
- FY15 budget $10,682,200, FY15 estimated actual $10,441,308

Electric Fund

Electric Operations

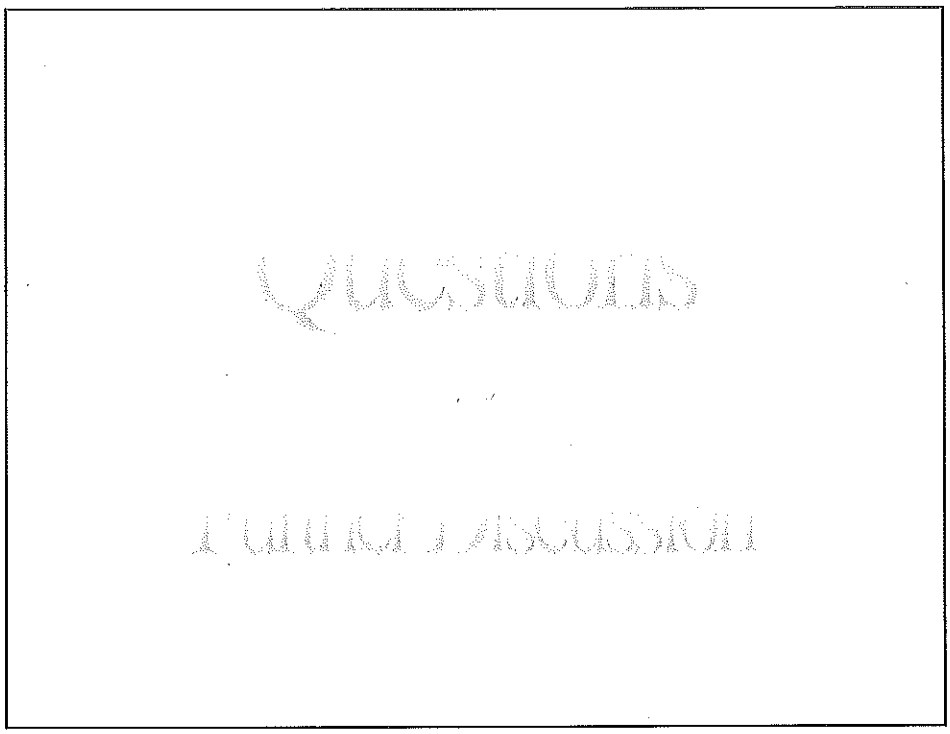
- FY16 budget adopted as part of two-year budget (projected revenues $30,023,000)
  - The Electric Administrative Transfer of 10% of gross revenues results in $3,002,300 to the General Fund
- Revised FY16 projection - $30,023,000
- FY15 budget $29,773,000, FY15 estimated actual $29,987,494
- No revisions to FY16 adopted budget

Wastewater Fund
Wastewater Operations

- FY16 budget adopted as part of two-year budget (projected revenues $3,212,104)
- Revised FY16 projection - $3,212,104
- FY15 budget $3,212,104, FY15 estimated actual $3,215,040
- No revisions to FY16 adopted budget

Refuse Fund
Refuse Operations

- FY16 budget adopted as part of two-year budget (projected revenues $3,332,000)
  - Waste Management has requested a net increase of 1.06%
- Revised FY16 projection - $3,305,500
- FY15 budget $3,303,195, FY15 estimated actual $3,237,855


QUESTIONS
AND DISCUSSION

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

06/09/15
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Franklin on June 9, 2015 at 4:01 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: Peterson *(excused)*

OTHERS PRESENT: Alex Diaz, Acting City Manager
David J. Aleshire, City Attorney
Rita Chapparosa, Deputy Human Resources Director
Sonja De La Fuente, Office Specialist
Marie A. Calderon, City Clerk

CLOSED SESSION

Mayor Franklin said the closed session are two cases of significant exposure to litigation pursuant to Government Code § 54956.9 (d)(2); one case of anticipated litigation pursuant to Government Code Section 54956.9 (d)(1); existing litigation matter pursuant Government Code § 54956.9 (d)(1) – a) Robertson's Ready Mix, Lt., v. City of Banning; real property negotiations pursuant to Government Code § 54956.8 to confer with its real property negotiator in regards to the Village at Paseo San Gorgonio (APN: 541-181-009 thru 012, 541-181-024 thru 028, 541-183-001 thru 004 and vacated rights-of-way as depicted on Tentative Parcel Map No. 36285.

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

Councilmember Welch requested to add an item to the agenda in regards to personnel matters regarding the City Manager.

Mayor Franklin opened that item for public comment; there were none.

Meeting went into closed session at 4:03 p.m. and reconvened at 5:02 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 5:02 p.m.

_____
Marie A. Calderon, City Clerk

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

06/09/15
REGULAR MEETING

A regular meeting of the Banning City Council and a joint meeting of the Banning City Council, the Banning Utility Authority and the Banning Financing Authority was called to order by Mayor Franklin on June 9, 2015, at 5:07 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: Councilmember Peterson *(excused)*

OTHERS PRESENT: Alex Diaz, Acting City Manager
David J. Aleshire, City Attorney
Arturo Vela, Acting Public Works Director
Brian Guillot, Acting Community Development Director
Heidi Meraz, Community Services Director
Rita Chapparosa, Deputy Human Resources Director
Michelle Green, Deputy Finance Director
Tim Chavez, Battalion Chief
Phil Holder, Lieutenant
Sonja De La Fuente, Office Specialist
Marie A. Calderon, City Clerk

The invocation was given by Councilmember Welch. Councilmember Miller led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

City Attorney reported that the Council met in closed session and in regards to the two cases of significant exposure to litigation and those items were not discussed. Concerning one case of anticipated litigation there was a motion by Councilmember Welch, seconded by Councilmember Moyer approved 4/0 with one absent (Councilmember Peterson) to authorize Don Hunt to undertake a validation action in this matter. In regards to Robertson's Ready Mix that was not discussed. In regards to real property negotiations concerning the Village at Paseo San Gorgonio a status report was given and there was no reportable action taken. In regards to the added item regarding personnel matters concerning the City Manager position, that item was not discussed.

PUBLIC COMMENTS/CORRESPONSENCE/PRESENTATIONS

PUBLIC COMMENTS – *On Items Not on the Agenda*

Dorothy Familetti-McLean addressed the Council regarding the First State BBQ Championship to be held on June 20th from 10 a.m. to 6 p.m. at Dysart Park. They will be having people coming in to compete for prize money for their best barbecue. Barbecue tickets will be sold if you would like to taste what was made. There will also be a family fun day, horseshoe tournament, games for adults and kids, watermelon eating contest, kids BBQ competition, jam and jelly making contest and vendors, plus two live bands. She urged the community to come out and support Banning Stagecoach Days. They are raising money to put on a super event in September. If you would like more information or get an application, you can go online to www.stagecoachdays.net. The fee is $5.00 to get into the event. If there are any youth groups that would like to participate, they can go online to get an application and the cost is $25.00 to sign up and if they stay the whole day and clean-up their booth, they will get their $25.00 back and be able to keep all the money they raised.

Diego Rose, local business owner and resident addressed the Council regarding his concerns. One that has been going on for several years now is the use of Roundup within our city. It is just now coming to light nationally about the use of the herbicide and all of its ill effects. He said he has a public health nursing background and this is where he started to understand more of its use and its side effects. He is finding that it is a bit hypocritical at this point for us to be promoting in city hall clean gutters and keeping chemicals out of our gutters yet we go out as a practice and spray Roundup everywhere. He said he has spoken to several people within the City as to how and why we use it and he understands a lot of the issues in regards to the County and it is cleared by the County to use. However, he is hoping that everybody starts looking forward a little bit instead of working from behind. We should be leading and should be making decisions to work smarter. Also, in regards to the utility crews that cut the trees away from the lines and with the way we work as a city he understands that there are costs involved when you send somebody out to trim trees but these crews are literally cutting these trees and killing them and cutting them in a manner that is very unpleasant on the eyes. There are 101 ways that the work can be done to both beautify the city and then reach its main objective of keeping the lines clear. Lastly, he is having an issue with the Gas Company and these new smart meters and the implementation of the smart meters within the city. He was hoping the City could act just like they did in regards to Robertson's if we are going to direct our energies at companies that do business in the city. He said there is a $75 dollar charge and a $10 dollar monthly charge if you choose not to change out your meter to this smart meter and he is all for changing his meter out if he would reap some of the benefits that the Gas Company is reaping in regards to them saving personnel hours, time on vehicles, and insurance. He understands the business aspect of why they are doing what they are doing but personally our bills shouldn't be affected by not changing anything with our service yet we are being penalized because it is a monopoly on this utility. He asked the City Council to evaluate the way that this is being implemented. If we added up all these costs for not participating in this program, it seems to him that we should have some other option or some form of recourse to recoup our money.

Diane Box resident of Banning addressed the Council regarding a couple of things that have been brought up before. In regards to the field on Durward they do not know if it is

Robertson's or a privately-owned company or person but they need to have no trespassing signs posted and the owners need to abate this property and get it cleaned up. The halfway houses on the northwest corner of Alessandro and Repplier are allowing their dogs to live in the vans on the property and they actually got locked in the other day so the police were called out. She said that the fast-tracking of the EIR for the Rancho San Gorgonio Project is unacceptable. In regards to the Planning Commission there is somebody that keeps getting addressed as "Commission Kevin" and she doesn't know who that is and this person she has never seen because she has watched 9 out of 12 meetings and she has never seen that person there or the television goes out when it is being broadcast. Maybe we need to get a commissioner in there that is actually going to be present and be involved. She said that tonight the citizens of Banning are asking the Council to pursue the will of the people and not follow any personal agendas any more on this project that has been nothing but one big delay after another. The developer Pearlman states that he cannot start this project due to the economy and nowhere in the sales agreement can she find any provisions for delay due to slow economy.

Mayor Franklin addressed Ms. Box stating that that item will be on the agenda later this evening and there will be a time for her to be able to make her comments about that project at that time.

Diane Box continued her comments and complimented the police department on their response time, there customer service is amazing and she appreciates it and this is probably due to Chief Diaz. The dispatchers are so nice now and things are getting done so keep up the good work.

Mr. Price addressed the Council stating that this Saturday at Repplier Park they will be having the closing ceremonies for Banning Pass Little League. The festivities start at 10:00 a.m. and if the Council could attend, that would be great. It has been a great four years and it has been fun, been challenging, and at times it has even been difficult but these kids in Banning are great kids and he predicts great futures for these children. He and his wife appreciate every bit of support that they have gotten from the City. Their championship games will start June 20th.

Fred Sakurai addressed the Council stating that unfortunately he was not able to stay for the entire Council meeting on May 26th but in reading the minutes of that meeting on the official City of Banning website he noted that Mr. Miller had endorsed an outlaw website for anyone that wanted to find out what went on at the City Council meeting. This is a website that is often referred to as the "mis-informer" and is sponsored or owned by Philipp Goebel and Mr. Fields that are two prominent contributors to his campaign. He would strongly urge people that are really interested in finding out what went on in the City Council meeting to go to the City's website and get the official minutes.

David Ellis said that the last speaker has no idea really about what he is talking about when he talks about the Banning Informer; he is "misinformed". Lloyd Fields has nothing to do with the Banning Informer. The Banning Informer is an on-line publication that simply brings news to the people of the area that the local newspapers won't. As we all know the Record Gazette will not print Councilmember Miller's minutes so he felt that it was important to bring the minutes to the public in some type of media fashion. So for Mr. Sakurai to sit here and to slander the Banning Informer is not right. Again, Lloyd Fields has nothing to do with it. It is

simply a way that Councilmau Miller found to bring forward what is going on in our meetings so that people can become aware; creating transparency helping us all.

Frank Burgess said he would like to know and maybe it will be on the agenda later as a report to the Council from the City Attorney in regards to the Banning Library because Councilmember Peterson made a motion to have the attorney bring a report at this meeting. So will it be under the Attorney's Report?

Don Smith said similarly at some point of time we had on the Future Items, up until last week, whether or not this building was able to be used for debates and what the rules would be. We were told that matter was resolved and was being taken off the Future Agenda but he has no idea how it was resolved and he doesn't think anybody else in the public does either so at some point of time we need a report on that also.

CORRESPONDENCE

City Clerk read a letter from Irwin and Velma Weitz regarding the recent graduation that they attended at Banning High School. They said there was such enthusiasm and such a special sharing of thoughts and cultures. They were amazed at the tremendous comradery of all those in attendance.

CONSENT ITEMS

1. Approval of Minutes – Special Meeting – 05/26/15 *(Closed Session)*

Recommendation: That the minutes of the Special Meeting of May 26, 2015 be approved.

2. Approval of Minutes – Regular Meeting – 05/26/15

Recommendation: That the minutes of the Regular Meeting of May 26, 2015 be approved.

3. Ordinance No. 1488- 2nd Reading: An Ordinance of the City Council of the City of Banning, California, Approving a Categorical Exemption and Zone Text Amendment No. 15-97502 to Amend Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Uses) and Zone Text Corrections within Section 17.08.050 (Accessory Structures) and Section 17.64.060 (Council Action on Amendments) of Title 17 (Zoning Ordinance) of the City of Banning Municipal Code.

Recommendation: That Ordinance No. 1488 pass its second reading and be adopted.

4. Ordinance No. 1489-2nd Reading: An Ordinance of the City Council of the City of Banning, California, Relating to Water Conservation During California's State of Emergency due to Drought Conditions.

Recommendation: That Ordinance No. 1489 pass its second reading and be adopted.

Mayor Franklin opened the item for public comments.

Fred Sakurai addressed the Council on this matter in regards to carrots being offered for using less water because if there is going to be a penalty then there should be a reward. Also the amount of money that would be collected from excess of use or penalty he thinks should be incorporating into a program where there would be a rebate for people that would remove natural grass and replace it with waterless lawn. He would also like to see on the billing in regards to water a statement in there saying what their water usage was in 2013 or the benchmark year and what their water usage was for the current year so that they would realize if their conservation methods are yielding any results or if they would have to exercise more conservation.

Jerry Westholder said he understands that we are under a State mandate however we living in the Pass and we have a unique situation when it comes to our water. We have water coming from the east fork of the Whitewater River has never run dry, and we have much water banked with the San Gorgonio Pass Water Agency. It is going to cost our City $2.5 million if we don't use this water and bottom line he doesn't know how anybody else will be saving water by us not using our water seeing that our water is pretty unique to the local area. He was wondering if any of that has been addressed before we take action on this ordinance.

Diego Rose stated that he watches people waste water all the time and whether we have plenty of it or not enough of it is not his real issue. He thinks there needs to be forward thinking and not backwards thinking and let's be progressive here and think about what really causes the problem and that is education. Everybody thinks that water comes from a tap; it doesn't. It comes from a source that can be hundreds and thousands of miles away sometimes. Also, he watches people wasting water and yet we sit around and talk about punitive damages for their action but what he doesn't see is the water company or representatives from the City going to people to let them know what they are doing wrong and it is not just the plants that you use but the sprinklers you use, the direction of the sprinklers, the time you water, the amount you think that is necessary to water. There are 101 things that can be done to start saving a lot but it starts with education but it seems to be that government in general turns around and says we are going to tell you what to do and if you don't do it we are going to punish you. We need to give people the tools to make the right decisions. He has called the water department several times about certain houses that have an exorbitant amount of water waste and yet he sees nothing being done.

Frank Burgess said that somewhere there was a report about the amount of water being used in the landscaping area and that was a very minimal amount and is he wrong on that from the State level. He thought it was like 2%, 3% or 5% of the water being used throughout is on the landscaping. He said he doesn't want to see what he sees now because of our water rates all the ugly looking brown in our community. This is not a desert; it is a greenbelt. He asked that someone check out that actually usage in the State of California considered for landscaping.

Mayor Franklin closed the item for public comments.

Acting Director Vela responded to some of the questions asked. He said we have not established a benchmark of how much a residential account gets to use. The fines that we are being proposed are solely going to be used on wasteful use of water. The ordinance list examples of what the wasteful use is so for example if someone is overwatering their yard and there is water running down the curb and going across multiple lots, that is what they are going to consider wasteful use. Per the ordinance staff will meet with the account holder and educate them on what they can do to improve the irrigation on their landscaping. If the wastefulness continues, then there will be follow-up with fines, etc. He has met with the billing department and discussed how they can put some of the 2013 data on the bills and it will take some reprogramming and trying to retrieve some of that old information and putting them on the bills. He said that in regards to State Regulations versus our own water resources the gentleman is correct and our water situation here in Banning is different that a majority of the states and in his opinion the State Regulation is directed to more of the northern cities and some of those users that rely heavily on surface water. We do purchase imported water and we don't solely rely on our own aquafers. A majority of the imported water that we do purchase is just stored and banked for emergency purposes or for droughts like we are in now. The State Regulations gives us the opportunity to justify that we rely solely on local aquafers and if justified that we don't rely on imported water, they can reduce our requirement and staff is looking into that and it will take quite a bit of work that we don't rely on imported water. This exercise does benefit the community and the State is realizing this now that we shouldn't wait until the last minute until we are over-drafting our local aquafers before we implement conservation measures. This is something that we should continue to look at and improve. They are also working on education brochures and with the approval of the ordinance tonight it will be in effect in 30 days.

Mayor Franklin said someone also asked about carrots for water users for people who are able to do a lot of conservation.

Acting Director Vela said we have budgeted money in this upcoming year's budget for some type of rebate program but we really have not penciled out the details of that rebate program and are also waiting for the State to come out with their turf replacement rebate program and hope to have information in the coming weeks.

There was further Council and staff dialogue in regards to ways to save water, outside water usage, irrigation, the mandate from the State that we have to cut 32% of our potable water usage or face fines if we don't comply, other cities suing the State, rebates, state grants, prior consumption usage on the utility bills, and costs with Chromium 6.

Motion Welch/Miller to approve Consent Items 1 through 4. Motion carried, all in favor except for Councilmember Peterson who was absent.

Mayor Franklin switched back in regards to a comment made during Public Comments as to the library.

City Attorney said in regards to the library item that was brought up at the last Council Meeting he has actually talked to Mr. Burgess who provided him with some materials. He has gone

through those materials and they are in the process of talking with County Counsel and basically there were lawyers on both sides of these that wrote something up. He is not intending to do anything exhaustively but the idea would be to give you a little bit of a background report on what the issues are and bring it back to the Council. If the Council wants them to go further at that point in time, they would be directed by the Council to do so. He is hoping to complete these conversations and have something back to the Council by their next meeting.

PUBLIC HEARINGS

1. Resolution No. 2015-51, Approval of the 2015 Edward Byrne Memorial Justice Assistance
Grant in the Amount of $10,742.00.
(Staff Report – Phil Holder, Lieutenant)

Lt. Holder gave the staff report as contained in the agenda packet. He said that with seven Tasers they have to deploy them sparingly. Sometimes all their patrol officers will have them so if they have a special event their officers will go without using Tasers and with the additional of seven Tasers that will allow a full-deployment on patrol and for any special assignments.

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

Motion Moyer/Welch that the City Council adopt Resolution No. 2015-51, Authorizing the Acceptance of the 2015 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) in the Amount of $10,742.00 to Purchase Seven (7) X2 Tasers. Motion carried, all in favor except for Councilmember Peterson who was absent.

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 and the Banning Financing Authority.

CONSENT ITEMS

1. Resolution No. 2015-08 UA, Establishing a Regular Meeting Schedule and Providing for
Matters Related Thereto.

Recommendation: That the Banning Utility Authority adopt Resolution No. 2015-08 UA, Establishing a Regular Meeting Schedule and Providing for Matters Related Thereto.

2. Resolution No. 2015-01 FA, Establishing A Regular Meeting Schedule and Providing for Matters Related Thereto.

Recommendation: That the Banning Financing Authority adopt Resolution No. 2015-01 FA, Establishing a Regular Meeting Schedule and Providing for Matters Related Thereto.

Mayor Franklin opened Consent Items 1 and 2 for public comments. There were none.

City Attorney commented that this resolution is providing that you will have regular meeting basically every night you have a normal Council Meeting. You might consider just doing it once a month instead of twice a month because every time you have a Council meeting the Clerk has to prepare all the materials. Since you haven't been having regular meetings you probably don't need to have a meeting every two weeks so it is another option to do it once per month instead of twice.

There was further Council and staff discussion regarding the meeting schedule.

Motion Welch/Miller to approve Consent Items 1 and 2. Motion carried, all in favor.

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

REPORTS OF OFFICERS

1. Planning Commission Appointments
(Staff Report – Brian Guillot, Acting Community Development Director)

Acting Director Guillot gave a staff update on this item as contained in the agenda packet and said that this is specifically in regards to Planning Commission Siva. He was originally appointed by the City Council in March 2008 and re-appointed to a four-year term in February 2012. Unfortunately he is experiencing some personal issue that has not allowed him to attend the meetings over the past few months. The code requires that if you miss six meetings, excused or unexcused, that you are deemed resigned from office so unfortunately Commissioner Siva is no longer serving per those regulations. Staff is seeking direction from the Council in regards to going out and advertising again. In April, 2015 we published notice to solicit applications and unfortunately no applications were received. So staff is requesting that the City Clerk re-advertise in order to fill this position and he was also informed by the City Attorney that we do need to comply with the Maddy Act in regards to posting. There is no action to be taken this evening however, staff will be posting this vacancy in accordance with that Act and at Council direction staff will be seeking to re-advertise this vacancy.

Mayor Franklin said that a couple of years ago she and Councilmember Welch met as part of an Ad Hoc Committee to review the Planning Commissioner qualifications and responsibilities and she didn't know if he received that information or not but you might be able to look at that as we move forward in the future.

Acting Director Guillot said that he is planning on doing an annual report to the Council just on the Planning Commissioners and he will start that process again and it is also required per regulations. He said also there was typographical error in the appointment of Commissioner Ellis and so he is serving a four-year term that expires in May 2017 not May 2015 so there is no vacancy at this time on the Commission.

City Attorney said that in terms of the information items he thinks the point of having both of these items on the Council agenda is to make sure the public is generally aware that because of

this situation there is now going to be a vacancy. It will be posted, there will be a 10-day period that people can submit applications to apply to be commissioners and then the Council would then determine a process whether you want to interview or what you want to do in terms of filling the vacancy. We wanted to make sure that the public was aware that there will be the opportunity to apply to be a Planning Commissioner; this is an unscheduled vacancy. The appointment is to fill the unexpired term of Commissioner Siva. In regards to Commissioner Ellis that was just to make sure there was no misunderstanding regarding his term.

Mayor Franklin opened the item for public comments.

Frank Burgess addressed this Council stating that when you said Item 2 does that mean that Mr. Ellis has been appointed till 2017 because it was said there was no action to take. So to acknowledge a term he would think that there is Council action required.

Mayor Franklin responded that Commission Ellis has been on the Planning Commission and there was a typographical error in regards to the date so the Council is just acknowledging the term.

Mr. Burgess suggested that the Council ask some people from the community to sit in on the interviews as well; just a thought. He further explained how past appointments were made to the Planning Commission and he also expressed the need for an Architectural Review Board.

Mayor Franklin closed the item for further public comments.

2. Resolution No. 2015-54, Authorizing the Submittal of the FY 2015/16 Local Transportation Fund (LTF) Claim and Approving the FY 2015/16 –2016/17 Short Range Transit Plan (SRTP)
(Staff Report – Heidi Meraz, Community Services Director)

Director Meraz gave the staff report as contained in the agenda packet. She said that they will be making some changes that which will definitely benefit our community and they will be pulling away from some of the services they offer in Beaumont to better serve the citizens of Banning and have more frequent service. More importantly they will be able offer service to the Mt. San Jacinto College campus in the evening and this will change before classes start in the fall.

There was some Council and staff discussion regarding the changes made based on user needs and ridership and not by the consultants as before.

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

Councilmember Welch commented that over the past two years it has been his privilege to work the transportation group in the Pass Area (Banning/Beaumont). There are several changes that have taken place that are really helpful to the citizenry of both towns. One is the frequency of Route 1 and as you know you can go from anywhere in Banning now on this route which is on Ramsey Street every 30 minutes to the outlet stores, the casino and back. The

frequency has picked up and the ridership significantly. The other thing that was added based on Heidi's recommendation was a circular bus in Cabazon. That bus is crowded every time it goes to Cabazon but if you live in Cabazon you can pick-up the bus and transfer at the casino and Walmart and go to Riverside; it has worked really well. The other thing that they have worked very well on with Beaumont is Route 120. We have a significant number of veterans in the Pass Area that now have a direct route to the VA Hospital and it runs four times a day. This has been much needed and very well used now for over a year. He is very proud of the efforts that our staff has made here in Banning in relation to public transportation.

Motion Moyer/Welch that the City Council adopt Resolution No. 2015-54, Authorizing the submittal of the FY 2015/16 Local Transportation Fund (LTF in the amount of $1,469,748.00 and approving the FY 2015/2016 – 2016/17 Short Range Transit Plan (SRTP). Motion carried, all in favor except for Councilmember Peterson who was absent.

3. Resolution No. 2015-47, Time Extension for Design Review No. 10-702 for the Village at Paseo San Gorgonio Project.
(Staff Report – Brian Guillot, Acting Community Development Director)

Acting Director Guillot gave a short-power presentation on this item as contained in the agenda packet. Basically the Design Review involves the architectural design, parking and landscaping for the project. Before the Council is a proposal to extend the design review for six months. There have been no significant changes to the City's zoning ordinance since the project was originally approved so staff would recommend approval.

Councilmember Moyer asked staff if they believe that the developer is ready to proceed by August 30, 2015.

City Attorney said that they have had some communication with the developer's attorney today. They have project leasing going on but not all the leases are finalized so at this point the 180-day recommendation he is not sure exactly what time they would proceed. They are still interested in proceeding with the project but he didn't get a clear commitment in terms of a date. We have an agreement that potentially would delay their need to move forward until the end of August and he doesn't know whether they are intending to meet that deadline or not. He said that he has gotten no commitment as to a date they would proceed by.

There was further Council and staff dialogue in regards to their concerns with this request for extension.

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

Diane Box expressed that they don't need any more extensions than they have already had. We need someone that will care about the city of Banning and bring in some revenue. Pursue the

will of the people and do not follow any personal agendas on this project. She is tired of all their excuses and urged the Council to do the right thing and foreclose on Pearlman.

Ingle Schuler expressed her concerns in regards to the contract with Mr. Pearlman. She did not like that the City was going out and soliciting/reminding people to submit an extension. The developer should act on their own behalf and interest. She also referenced some pages from the contract regarding the extension of time and phases of construction. She urged the Council to stand by what the contract says.

Jerry Westholder pointed out that when they discussed this prior he mentiou about the County briming in probation and Assembly Bill 109. Also he has seen the influence of the County coming in more and more and more. He also mentioned the crime statistics that the Police Chief mentioned in a recent report. He said that all this started in 2011 and Pearlman has been stringing us along and that in the contract it talks about extensions of time and performance. Bottom line nothing but an act of God can prevent Pearlman from doing this unless the Council allows it. The people want something a little bit better than what is being offered there. He urged the Council not to give more time.

George Spencer said that he and his wife love this town, the climate, their neighbors, Neighborhood Watch, and love our police force. It is great to see a municipality that has something so functional. Most of the time they have very little to say as to what is going on in town. He has been a building contract for 50 years and he can tell from what he has heard, has seen and what he has heard his neighbors says and almost anyone would get a gut feeling that we are not going anywhere. Foreclosure usually has a bad connotation but in this instance he thinks that is the answer.

Diego Rose said he agrees with everyone that has spoken from the community. There are a number of instances that we can refer to about where and why and how come. It would be nice if we all got extensions of everything that we needed to have extended and we could be kind of accommodated around every turn. His understanding is that there is another buyer on the table. If that is in fact true and you have another party that is interested in moving forward and especially if you can in any way, shape or form keep this development local, it benefits all of ns. He would hope the Council look at this as being beneficial to take it out of the hands of an outside developer and keep it in town. He urged the Council to look at that because we have extended this well beyond its means.

Dorothy Familetti-McLean said Mr. Pearlman is in default regarding his contract and his property and it is time to let him go and do something else. The City should foreclose and look at another direction. (Letter attached Exhibit "A".)

Rick Pippenger resident of Banning since 1979 and the guy he came to work for said that he was coming at the right time because we have everything going for us. We have the freeway, the airport, the railroad; things are going to take off. Guess what; it never happened. It is always because of some knncklehead like Pearlman comes in and promises everything. He spit on the city, he spit on the Council, he had a backdoor agreement; it was supposed to a hotel and

now it is an office building. Kick him to the curb like everybody else has said and go with a new person that would love to buy it and do a very, very good job.

Frank Burgess said he has been here since 1955 and he was the gentleman who put in fast-food row, put in a development at the corner of Hargrave and Ramsey, and put in about 6 to 8 warehouses over on Lincoln Street. He said the San Gorgonio Inn should have never been torn down and it would have cost a few million dollars to put it up but you gave away $3 million dollars to a developer. Pearlman is spitting on our community, as it was said, and we can't take that. He said that he is interested in the project very much and would hope that the Council, if it was him or someone else, but let's get something done and quite horsing around with the developer.

David Ellis as a citizen each and every one of you was elected by the people for the people to do what the people would like. We have bent over backwards to get this project in and originally it was going to be a retail development which would help to generate revenue for the city and return tax dollars to help pay off the bond obligations. Then through a series of incidences the property suddenly became something that was going to be used for the County. We have another offer on the table right now and from what he has heard Mr. Burgess will purchase the property and will build the property in the theme that was originally intended for the property. He urged the Council to put a stop to this and move forward as the people have asked and let's get a good project. Truly do what the people want.

There was Council comments and discussion in regards to this project and how development has proceeded and Council and staff discussion on how long a foreclosure process would take.

Motion Moyer to continue tonight's agenda item to the Council's next City Council meeting and instruct the City Attorney to get some hard fast answers from Mr. Pearlman and his associates as to when, where and how they are going to proceed. He believes that one of the concerns of the Council was that there were some iffy issues about whether August 30th is the drop dead date or not and so he thinks it behooves the Council to get that cleared up and get a solid answer from Mr. Pearlman.

Councilmember Miller said everyone here has made statement that he has made for the last year. The project that was origmally proposed was one that was very nice for the city and would bring people downtown and the developer has changed that and as Councilmember Moyer said there are a lot of legal complications. The end result is that the developer does not have anything that has started yet. The question is how we legally proceed and the Council had a discussion of this and the City Attorney said that there are various possibilities and one possibility is that the developer will have exhausted every possible legal argument by August 31st.

City Attorney said the developer has contended to us orally and in writing that they will not be in default until after August 31st.

Councilmember Miller said if they proceed with anything legal in regards to foreclosure or ending the project before August 31st that would leave us open to legal action and that is one

thing that none of us want. We want to proceed cautiously to make sure that what we are doing will not lead to any settlement that can be given to us. As he understands it the statement for the proposal that is made does not indicate the fact that we really want an answer by August 31st and he thought that would be appreciate and in the motion we would expect the developer to complete all the necessary statements and to start construction by August 31st.

City Attorney said that the Council can propose whatever you want. He thinks the point is that we don't really know at this point what date he is looking at and he does understand the Council's position and he will undertake a dialogue with the developer. He did not think it was appropriate at this time for the Council to publically stakeout their legal position; the point is to be able to negotiate.

Councilmember Miller said he accepts the City Attorney's statement but thinks it is pretty obvious from what he has said that the developer will understand what we mean.

Councilmember Moyer said if we bring this back in two weeks, can we expand the motion to not only extend it but can we add the foreclosure portion to it to.

City Attorney said what they would do is schedule an agenda item that is appropriate for whatever actions would be taken at that meeting.

Motion seconded by Councilmember Miller. Motion carried, all in favor with Councilmember Peterson absent.

Mayor Franklin clarified that this item would be to continue to our next meeting.

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

City Council

Councilmember Miller –

- As you all know he asked the Record Gazette to permit him to publish a very brief summary of what happens at each of the Council meetings and the newspaper declined to do that. It is possible to take a look at the minutes of the meeting and those minutes are really long and the various statements of different people and he doesn't think anyone wants to read through those minutes. So he has offered and will continue to have a summary of the results of the Council's meetings on the website, www.banninginformer.com if you want to see a summary of those meetings.

Councilmember Moyer –

- Most of you know that he lives in Sun Lakes and they are taking the water issue very seriously and have already started their own community education there and are in the process of complying with the 32% cut that is required. It is not an easy process and will do their best out there to help the city out but again when they do that, we are going to cost the City thousands and thousands of dollars in revenue. So we all need to be prepared to see what is going to happen if we reach those goals.

Mayor Franklin –

- SCAG (Southern California Association of Governments) has had several workshops around the six counties in Southern California excluding San Diego and what they have been looking at is long-term land planning as they are required to do by the federal government. People have the opportunity to talk about how they would like to see the communities look in the future and they have conducted at least six workshops between San Bernardino and Riverside. On the SCAG website they will show whether or not people have the opportunity to participate in any more workshops. They have also had workshops in regards to the changing demographics, not only in Southern California, but throughout California and that information is available on their website.
- A workshop in regards to Human Trafficking was given last week. It was an outstanding overview of what is happening in our city, our county and throughout the state. People need to know that human trafficking is affecting our young people especially through social media.
- Last Friday was the courthouse official opening and all six courtrooms are available now. Hopefully we will see more traffic coming through where people are actually spending money here. In talking to some of our local businesses they have said that they have seen an increase in revenue generation.

City Committee Reports - None

City Attorney Report – Nothing at this time to report.

Reports by Acting City Manager – Chief Diaz

He said that he has no City business however he does have some items related to the police department:

- They are still conducting their survey online and you can go to the Banning Police Department website. They also have hard-copies of the survey available at the police department that citizens can fill out and turn in.

Councilmember Moyer said it was brought up tonight that you gave us a report on the increased crime and so forth as a result of recent state rulings and federal rulings. He asked if the courthouse had anything to do with that increase because it wasn't even open when he gave his report on the crime statistics increase. So is the courthouse drawing in the people that are causing this?

Chief Diaz said that information is not correct. The courthouse didn't create the increase. What did create the increase were changes in some laws that pretty much handcuffed law enforcement in some of the things that they can do specially in dealing with burglaries.

Chief Diaz continued his report:

- As a reminder the Banning Police Activities League Saturday sports program is dormant until the beginning of the school year but they decided to throw in a little component over the summer so last Friday they started a Summer Movie Night. They had a small turnout but he feels that once they create a flyer and disseminate it to all the kids they will have a better turnout. They had the event at the gymnasium at Repplier Park but are hoping to have good weather in a couple of weeks and they will be doing a showing of another kid

movie next to the skate park. They purchased a 12 ft. by 9 ft. screen and their goal is throughout the summer to show movies for our youth and hopefully continue that for years to come. The contact number for information about the movies is 951-849-1194.

- The Cops and Clergy Basketball Game has been scheduled for July 17th at the Banning High School Gym. The flyer and information should be coming out shortly. The goal this year is to purchase 600 backpacks for our Banning Unified School District kids.

Director Heidi Meraz stated that for the benefit of the citizens a lot of times we hear that there isn't anything for the kids to do and to let folks now there is plenty to do and all of the information is available on the City's website: www.ci.banning.ca.us and if you click to Community Services there are links to all of the different activities and sports programs or you can call the office at 951-922-3242 and the pool number is 951-922-3254. They have a lot of programs for kids to do from 3 years old, to teenagers and for adults:

- Open gym for teens is available during the day during the summer and it is air-conditioned in the gym.
- An Adventure Club Camp is starting next week for children kindergarten through 4th grade and the cost is $25.00 for three-days a week.
- A Tot Time Program for 3 to 5 year olds.
- Dance classes, martial arts classes, and exercise classes for kids and adults.
- Fit After 50 Exercise Program is available at the Community Center and is held twice a week free of charge sponsored by the County Office on Aging.
- Swimming pool is open and there are swim lessons, water exercise classes, lap swimming and recreation open periods for swim.
- A Running Club that is being held and the cost is $5.00 a month that meets five days a week. Ron Duncan, former coach from the Cross Country Team at Banning High, is doing this class.
- A Composting Class that will be held on Saturday, July 18th at the Senior Center at 10:00 a.m.
- Free Summer Meals in all of the city parks at 8:00 a.m. and approximately 11:30 a.m. The school district will be providing free meals for children that show up. The parks are Sylvan, Roosevelt Williams, Repplier and Lions. It starts June 1st through July 31st, Monday through Friday. Free breakfast and lunch is also provided at the Adventure Club Camp program.
- Youth Tennis Program starts next week and the cost is $10.00 for six weeks of instruction. Lois Miller, coach of Banning High School girls' team will be the instructor so kids are getting quality instruction. Rackets are provided through the U. S. Tennis Association and will also get shirts and certificates for participating.

ITEMS FOR FUTURE AGENDAS

New Items

Mayor Franklin said there is one item that she would like to see us be able to bring back for discussion and it has to do with our vacant properties where people are dumping furniture. She asked if it was okay with the Council to have a staff report come back on what our possible

remedies can be for that because it is getting really bad. **There was Council consensus to have this brought back.**

Pending Items – City Council

1. Discussion regarding City's ordinance dealing with sex offenders and child offenders. *(6/2015)*
2. Discussion regarding Animal Control Services *(7/2015)*
3. Discussion regarding change in time for Council Meetings *(4/28/15 – Part 2 – Goals)*
4. Fee Study
5. Discussion on how to handle/address upcoming Assembly Bills
6. Discussion of whether or not to reduce City Manager authority to give a contract of $25,000.
7. Look at Consent Calendar policy.

ADJOURNMENT

By common consent the meeting adjourned at 7:01 p.m.

_____

Marie A. Calderon, City Clerk

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

Dear Mayor and Council Members:

The San Gorgonio Inn property has been vacant for many years. Mr. Pearlman is in default regarding his contract and this property. It is time to let him go and do something else. This contract was not wise in the first place, making him the sole developer. He came with so many fine recommendations and hasn't put one thing on the property. Since he defaulted on his note, the city should foreclose on this deal.

Now is the time to look in another direction and to do something that fits our town. The drawings that Mr. Pearlman had made were lovely, but they were not "Banning". Many years ago, the former members of the council wanted to get rid of Stagecoach Town because it wasn't progressive enough. Even though more people in town voted to keep Stagecoach Town, the council nixed it. (Mayor Franklin was the only council person for it.) Since then, the council has brought it back, and now is the time to find a new developer and highlight the wonderful heritage of our town.

We are the only town to actually celebrate "Stagecoach Days", which is Banning's signature event. Let's bring back Stagecoach Town; it will bring families to our town to visit and to possibly stay.

You people owe it to the people of Banning to do something that we can all be proud of. Foreclose on Pearlman while you still have your wits about you. This is a golden opportunity to do it right this time.

Thank you.

6/9/15

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CITY COUNCIL AGENDA

Date: **June 23, 2015**

TO: **City Council**

FROM: **Dean Martin, Interim City Manager**

SUBJECT: **Report of Investments for May 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 May 2015. As of May 31, 2015, the City's operating funds totaled $76,879,346. Included in Successor Agency operating funds is $843,266 of restricted CRA bond proceeds that are on deposit with LAIF and reflected separately on the Summary Schedule.

As of May 31, 2015 approximately 39% of the City's unrestricted cash balances were invested in investments other than LAIF.

The May 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 increased to 0.290% in May. The average rate for all investments in May was 0.370%.

RECOMMENDED AND APPROVED BY:

Dean Martin
Interim City Manager

Summary Schedule of Cash and Investments

Operating Funds				Amount	
Petty Cash				3,705	
			Interest Rate	Amount	
Bank Accounts					
Wells Fargo Bank			0.180% *	2,446,065	
Bank of America-Airport			0.020%	3,206	
Bank of America-Parking Citations			0.020%	3,031	
Bank of America-CNG Station			0.020%	3,368	
	Money Market and Bank Account Sub-Total			2,455,670	
Government Pools					
Account #1 Operating Amount	44,568,512				
Account #1 CRA Bond Cash Bal.	843,266				
Local Agency Investment Fund: Account #1			0.290%	45,411,778	
Account #2 Sucessor Agency Cash Bal	0				
Local Agency Investment Fund: Account #2			0.290%	0	
	Government Pool Sub-Total			45,411,778	
	Operating Cash Balance				**47,871,154**
Restricted Operating Funds					
Riverside Public Utilities- Highmark U.S. Government Money Market Fund			0.010%		**1,218,068**
Calfornia ISO Corp- Union Bank					**109,506**
Worker's Compensation Program- (PERMA)					**1,723,884**
Other Investments					
Investments-US Bank/Piper Jaffray - See Page 2			0.527%		**25,956,734**
	Operating Funds Total				**76,879,346**
Fiscal Agent					
				Amount	
US Bank				36,948,286	
	Fiscal Agent Total				**36,948,286**

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

Operational Portfolio Individual Investments

Par Value	Investment Description	Coupon Rate	Interest Rate	Maturity Date	Purchase Date	Date	Discount or (Premium) Amortization	Market Value
Bank Accounts								
2,446,065	Wells Fargo Bank-Operating	n/a	0.18%	daily	varies	2,446,065	n/a	2,446,065
3,206	Bank of America-Airport	n/a	0.02%	daily	varies	3,206	n/a	3,206
3,031	Bank of America-Parking Citations	n/a	0.02%	daily	varies	3,031	n/a	3,031
3,368	Bank of America-Parking Citations	n/a	0.02%	daily	varies	3,368	n/a	3,368
	Sub-total							2,455,670
Government Pools								
45,411,778	L.A.I.F. account #1	n/a	0.290%	daily	varies	45,411,778	n/a	45,411,778
0	L.A.I.F. account #2	n/a	0.290%	daily	varies	0	n/a	0
								45,411,778
Investments-US Bank/Piper Jaffray								
1,000,000	FHLMC Mtn	n/a	0.570%	6/20/2016	6/6/2013	1,000,000		999,580
1,000,000	FNMA	n/a	0.750%	12/19/2016	6/19/2013	1,000,000		1,000,270
2,000,000	FHLMC Mtn	n/a	0.375%	6/24/2016	12/24/2013	2,000,000		2,000,260
2,000,000	FHLMC Mtn	n/a	0.500%	6/27/2016	12/27/2013	2,000,000		1,998,760
2,000,000	FHLMC Mtn	n/a	0.750%	12/27/2016	12/27/2013	2,000,000		2,000,740
2,000,000	Federal Home Loan Bks	n/a	0.700%	12/27/2016	3/27/2014	2,000,000		2,000,900
2,000,000	Federal Home Loan Bks	n/a	0.900%	3/27/2017	3/27/2014	2,000,000		2,000,900
2,000,000	Federal Home Loan Bks	n/a	0.500%	7/15/2016	4/15/2014	2,000,000		2,001,400
1,700,000	FHLMC Mtn	n/a	0.700%	12/30/2016	6/30/2014	1,700,000		1,699,303
2,000,000	Federal Home Loan Bks	n/a	1.200%	5/24/2018	11/6/2014	2,000,000		1,995,420
1,000,000	FNMA	n/a	1.250%	11/27/2018	5/27/2015	1,000,000		1,001,940
7,257,261	Money Market	n/a	0.010%	daily	varies	7,257,261	0	7,257,261
	US Bank/Piper Jaffray Average Rate=		0.527%					25,956,734

Average Rate All= 0.370%

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 156 days and does not include Bond Reserve Fund Investments.

City of Banning Investment Report

May 31, 2015

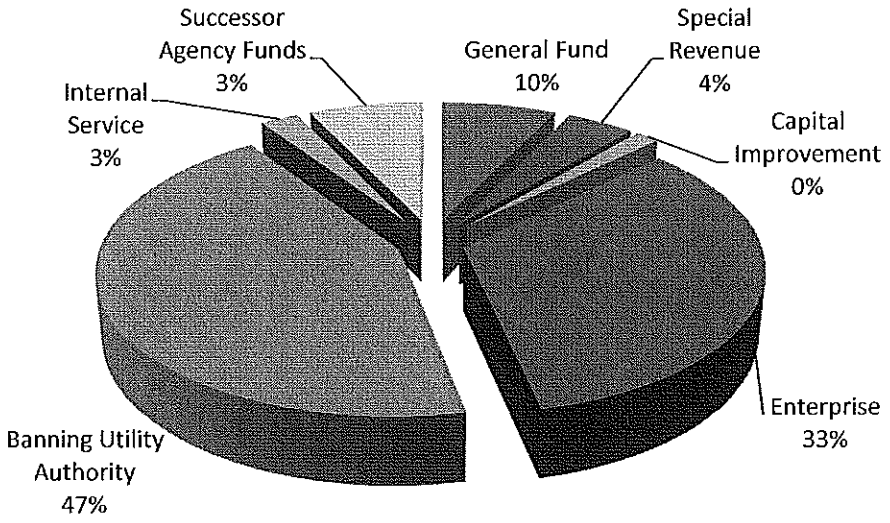
Individual Investments with Fiscal Agent

TRUSTEE Bond Issue Description	Bond Maturity Date	Investment Description	Current Yield	Bond Reserve Bond Maturity Date	Minimum Reserve Requirement	May-15	5/31/2015 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	3.67	223,065
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		991,159
		US Bank Mmkt 5-Ct	0.020%	daily		0.34	20,792
		US Bank Mmkt 5-Ct	0.020%	daily		4.11	250,017
Surplus Fund		US Bank Mmkt 5-Ct	0.000%	daily			12
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARITY BONDS, SERIES 2007							
Redevelop Fund	2037	US Bank Mmkt 5-Ct	0.020%	daily		136.99	8,333,770
		US Bank Mmkt 5-Ct	0.000%	daily			0
		US Bank Mmkt 5-Ct	0.200%	daily		0.62	375,013
Reserve Fund		US Bank Mmkt 5-Ct	0.020%	daily	1,875,100	30.83	1,875,255
Special Fund		US Bank Mmkt 5-Ct	0.000%	daily			10
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		1.74	2
Principal Account		US Bank Mmkt 5-Ct	0.020%	daily			80,004
		US Bank Mmkt 5-Ct	0.020%	daily		53.69	3,266,365
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES							
Interest Account		US Bank Mmkt 5-Ct	0.000%	daily		10.12	10
Principal Account		US Bank Mmkt 5-Ct	0.020%	daily			420,000
Reserve Fund		US Bank Mmkt 5-Ct	0.020%	daily	2,310,738	37.99	2,310,777
Project Fund		US Bank Mmkt 5-Ct	0.020%	daily		26.34	1,602,416
BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES							
		US Bank Mmkt 5-Ct	0.020%	daily			1,803,208
		US Bank Mmkt 5-Ct	0.020%	daily	2,672,050	43.93	2,672,405
Acquisition & Construction		US Bank Mmkt 5-Ct	0.020%	daily		209.16	12,723,997
*Paid Semi-Annually-Deposited into Money Mkt Account				**Total**		**559.53**	**36,948,286**

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 April 2014 to March 2015. *(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. A cash deposit in the amount of $100,000 was placed with Union bank in March, 2012 to meet the requirements. An additional $9,297 was deposited In May 2015 to meet revised 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.

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CITY COUNCIL AGENDA

Date: **June 23, 2015**

TO: **City Council**

FROM: **Dean Martin, Interim City Manager**

SUBJECT: **Approval of Accounts Payable and Payroll Warrants for Month of April 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 April 2015.

The reports are:

Expenditure approval lists		
April 2, 2015	224,738.72	
April 9, 2015	519,824.05	
April 16, 2015	232,496.63	
April 23, 2015	94,846.74	
April 30, 2015	111,632.75	
June 15, 2015	3,453,503.14	(April Month End)
Payroll check registers		
April 3, 2015	3,242.77	
April 17, 2015	3,330.53	
Payroll direct deposits*		
April 3, 2015	240,960.30	
April 17, 2015	262,114.21	

As you review the reports, if you have any questions please contact the Finance Department so that we can gather the information from the source documents and provide a response.

Report Prepared by: Jenna Harrell, Accounts Payable

APPROVED BY:

Dean Martin
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
860 – Project Fund

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CITY COUNCIL AGENDA

Date: **June 23, 2015**

TO: **Honorable Mayor and City Council**

FROM: **Fred Mason, Electric Utility Director**

SUBJECT: **Notice of Completion for "Project 2014-04EL "Demolition of Building at 215 E. Barbour Street"**

RECOMMENDATION: The City Council accept the Project 2014-04EL "Demolition of Building at 215 E. Barbour Street" as complete and direct the City Clerk to record the Notice of Completion.

STRATEGIC PLAN: The contractor has completed the work as per the plans and specifications.

BACKGROUND: The City Council awarded the construction contract for said project to Wreck Age Demolition, Inc, of Chino Hills, at its regular meeting held on January 27, 2015.

The scope of work for the project included demolition and disposal of a one-story, wood structure with a composite shingle roof, including concrete slabs on grade, garage and patio areas, and demolition, filling and leveling of concrete cellar. Work shall include the capping of all connections to the public sewer system and removal of trees, landscaping and fencing, excluding perimeter fencing.

FISCAL DATA: The final contract price for the entire project was $23,500.00.

RECOMMENDED BY:

Fred Mason
Electric Utility Director

APPROVED BY:

Dean Martin
Interim City Manager

WHEN RECORDED MAIL TO:

City Clerk's Office
City of Banning
City Hall, 99 E. Ramsey Street
Banning, California 92220

FREE RECORDING:
Exempt Pursuant to
Government Code §6103

NOTICE OF COMPLETION

PROJECT NO. 2014-04EL DEMOLITION OF BUILDING LOCATED AT 215 E. BARBOUR STREET

THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the City of Banning, a municipal corporation, pursuant to the provisions of Section 3093 of the Civil Code of the State of California, and is hereby accepted by the City of Banning pursuant to authority conferred by the City Council this June 23, 2015, and the grantees consent to recordation thereof by its duly authorized agent.

That the OWNER, the City of Banning and Wreck Age Demolition, Inc., entered into a written Agreement dated February 3, 2015, for the Demolition of Building Located at 215 E. Barbour Street. The scope of work for the project included demolition and disposal of a one-story, wood structure with a composite shingle roof, including concrete slabs on grade, garage and patio areas, and demolition, filling and leveling of concrete cellar. Work shall include the capping of all connections to the public sewer system and removal of trees, landscaping and fencing, excluding perimeter fencing.

(1) That the Work of Improvement was substantially completed on May 28, 2015, and the Nature of Interest is in fee simple owner.

(2) That the City of Banning, a municipal corporation, whose address is Banning City Hall, 99 E. Ramsey Street, Banning, California 92220, is the owner of said Work of Improvement.

(3) That the said Work of Improvement was performed at 215 E. Barbour Street, in the City of Banning.

(4) That the original contractor for said improvement was Wreck Age Demolition, Inc. Contractor's License Number 890096.

(5) That the corporate surety on the performance and payment bonds is State National Insurance Company, Inc.

Dated: June 23, 2015

CITY OF BANNING
A Municipal Corporation

By_____
Fred Mason
Director of Electric Utility

APPROVED AS TO FORM:

_____
David Aleshire, Aleshire & Wynder, LLP
City Attorney

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: **June 23, 2015**

TO: **City Council**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Resolution No. 2015-53, "Approving the Consumer Price Index (CPI) Increase for the Collection, Transportation and Disposal of Solid Waste for Fiscal Year 2015/16"**

RECOMMENDATION: The City Council adopt Resolution No. 2015-53, "Approving the Consumer Price Index ("CPI") Increase for the Collection, Transportation and Disposal of Solid Waste for Fiscal Year 2015/16," as set forth in the City of Banning's Franchise Agreement with Waste Management of the Inland Empire.

JUSTIFICATION: As permitted by the contract and previously approved Proposition 218 noticing, Waste Management of the Inland Empire ("WMI") proposed a rate increase for Fiscal Year 2015/2016 to offset the increasing operational costs. Additionally, new rates have been proposed to address Assembly Bills 341 and 1826.

BACKGROUND: The City entered into a Franchise Agreement for refuse collection, transportation, and disposal with WMI in 1993 for an eight year period. Subsequently, the City Council, at its regular meeting on April 24, 2001, adopted Resolution No. 2001-35, extending the Agreement for an additional five years as allowed per the Agreement, from July 1, 2001 to June 30, 2006. On March 15, 2002 as part of Resolution No. 2002-28, the contract was re-negotiated to include automated services and to extend the Agreement for an additional five year period from July 1, 2006 to June 30, 2011. On June 28, 2011 under Resolution No. 2011-53, the Agreement was modified and the term was extended for an additional ten years from July 1, 2011 to June 30, 2021.

In order to address the rates, a Public Hearing was held on February 14, 2012 after Proposition 218 notifications were mailed out on December 22, 2011 to property owners and rate payers attached as shown in Exhibit "A". The results did not show a majority protest to approving an annual CPI increase in WMI rates for that current year (2012) and with the ability to increase the rates for an additional 4 years.

Per Section 18 of the Franchise Agreement and as identified in the Proposition 218 notice, the refuse collection rate can be adjusted annually at the beginning of each fiscal year based on the following components and methodologies:

1. Service Component: The Service Component comprises sixty-five (65%) of the rate. The Service Component will be adjusted by the average of the monthly percentage increases in the CPI, All Urban Consumers, for the Los Angeles/Orange County/Riverside Area as published by the United States Department of Labor, Bureau of Labor Statistics, for the March to February period immediately preceding the effective date of the rate adjustment.

2. Disposal/Green Waste Processing Component. The Disposal/Green Waste Processing Component comprises thirty-five (35%) of the rate. The Disposal/Green Waste Processing Component will be adjusted by the greater of either (a) as described above for the Service Component; or (b) the percentage increase in the per ton tipping fee established by the Riverside County Waste Management Department for disposal of Solid Waste generated within Riverside County at landfills comprising the County System for the March to February period immediately preceding the effective date of the rate adjustment.

As a result, the service and disposal/ green waste processing components will be adjusted by the 1.24% average increase in CPI. If approved, the public will be given a 30 day notice of the rate increase with the new rates being effective on August 1, 2015.

FISCAL DATA: The current rate for the residential refuse collection is $18.97 per month, per household, and if approved, the rate will increase to $19.20 per month. The commercial rates will be adjusted accordingly, as shown in the attached Exhibit "B".

RECOMMENDED BY:

Art Vela
Acting Director of Public Works

REVIEWED/APPROVED BY:

Dean Martin
Interim Deputy City Manager /
Administrative Services Director

Attachments:
1. Exhibit A- Proposition 218 Notice distributed in December of 2011
2. Exhibit B- Proposed rates effective August 1, 2015

RESOLUTION NO. 2012-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE CONSUMER PRICE INDEX (CPI) INCREASE FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE FOR FISCAL YEAR 2015/16.

WHEREAS, the City of Banning entered into a Franchise Agreement with Waste Management of the Inland Empire in July of 1993 for an eight year period; and

WHEREAS, on April 24, 2001, the City Council adopted Resolution No. 2001-35, extending the Agreement for an additional five years, as allowed per the Agreement, from July 1, 2001 to June 30, 2006; and

WHEREAS, the City Council adopted Resolution No. 2002-28 on March 15, 2002 whereby the contract was re-negotiated to include automated services and to extend the Franchise Agreement for an additional five year period from July 1, 2006 to June 30, 2011; and

WHEREAS, on June 28, 2011, the City Council adopted Resolution No. 2011-53, whereby the City and Waste Management mutually agreed to modify the terms and conditions of the Franchise Agreement, including Section 18, and to extend services for an additional ten years until June 30, 2021; and

WHEREAS, on December 22, 2011, Proposition 218 notifications, as shown in Exhibit "A", were mailed out to property owners and rate payers and a Public Hearing was then held on February 14, 2012; the results did not show a majority protest to approving an annual CPI increase in WMI rates for that the during that current year (2012) with the ability to increase the rates for an additional four years; and

WHEREAS, per the methodologies described in Section 18 of the Franchise Agreement and based on the Proposition 218 results, the rates may be adjusted annually;

WHEREAS, public will be given a 30 day notice of the rate increase with the new rates being effective on August 1, 2015.

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

SECTION 1. The City Council of the City of Banning hereby approves the Consumer Price Index (CPI) Increase for the service charges for the Collection, Transportation and Disposal of Solid Waste for Fiscal Year 2015/16 effective August 1, 2015, as set forth and shown attached herein as Exhibit "B".

PASSED, APPROVED and ADOPTED this 23th day of June, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-53, was adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 23th day of June, 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon
City Clerk of the City of Banning

Attachment 1

Exhibit A -Proposition 218 Notice distributed in December of 2011

CITY OF BANNING
NOTICE OF PUBLIC HEARING

Notice of Public Hearing on Collection, Transportation, and Disposal of Solid Waste
February 14, 2012 at 5:00 P.M.
City Council Chambers – 99 East Ramsey Street, Banning, CA 92220

In compliance with Article XIIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City of Banning is hereby notifying all affected property owners and rate payers of the proposed rate adjustment for the Collection, Transportation and Disposal of Solid Waste.

Public Hearing Information

A public hearing will be held on Tuesday, February 14, 2012 at 5:00 p.m. at Banning City Hall located at 99 East Ramsey Street. At the time of the public hearing, the City Council will hear and consider all protest and objections concerning these matters and will consider and may adopt the adjusted rates and charges.

If you oppose the proposed rate adjustments, your protest must be submitted in writing, contain a description of the property, be signed by the property owner and/or rate payer and be received prior to the close of the public hearing to be considered. Only one protest per identified account will be counted. If written protests are submitted by a majority of the affected property owners and/or rate payers, the proposed rate adjustment may not be imposed. Written protests must be sent to the City Clerk, City of Banning; 99 East Ramsey Street, P.O. Box 998, Banning, CA 92220.

Explanation of Rate Adjustments

The City of Banning contracts the collection, transportation and disposal of solid waste services through Waste Management of the Inland Empire. Waste Management has completed a review of the cost components of the contracted rates to comply with all health, safety and service requirements. Due to increasing operation costs, the following rate adjustments on the attached chart are proposed at this time starting on March 1, 2012.

By approval of this rate increase, you also authorize future rate increases based on the Consumer Price Index (CPI) formula (defined below) or an alternative formulaic, automatic adjustment (also defined below) for an additional four-year period without further hearing or protest; such automatic adjustments to be in 2012, 2013, 2014, 2015 commencing on or after July 1 in each of such years. Note: CPI is an index of prices used to measure the change in the cost of basic goods and services in comparison with a fixed based period, also known as a cost-of-living index. The CPI or other measure of automatic annual adjustments to be used will be as follows:

i. Service Component. The Service Component comprises sixty-five percent (65%) of the rate. The Service Component will be adjusted by the average of the monthly percentage increases in the Consumer Price Index ("CPI"), All Urban Consumers, for the Los Angeles/Orange County/Riverside Area as published by the United States Department of Labor, Bureau of Labor Statistics, for the March to February period immediately preceding the effective date of rate adjustment.

ii. Disposal/Green Waste Processing Component. The Disposal/Green Waste Processing Component comprises thirty five percent (35%) of the rate. The Disposal/Green Waste Processing Component will be adjusted by the greater of either (1) the average of the monthly percentage increases in the CPI for the March to February period immediately preceding the effective date of the rate adjustment; or (2) the percentage increase in the per ton tipping fee established by the Riverside County Waste Management Department for disposal of Solid Waste generated within Riverside County at landfills comprising the County System (Badlands Landfill, Lamb Canyon Landfill, El Sobrante Landfill) for the March to February period immediately preceding the effective date of the rate adjustment.

The City Council may in its discretion adopt such increases without further hearing and protest proceedings. The schedule of proposed rate adjustments covered by this notice will be for a period of five years starting from the effective date of the first increase.

If you wish to legally challenge any action taken by the City on the solid waste rate increases, you may be limited to raising only those issues you or someone else raised at the public hearing as described in this notice or in written correspondence delivered to the City prior to or at the public hearing.

Attachment 2

Exhibit B - Existing Rates and Proposed rates effective August 1, 2015

City of Banning
August 1,2015

Index Calculation	Old	New	Change	% of Change	Index Used	Weighting	Weighted %
Consumer Price Index	239.469	242.443	2.97	1.24%	1.24%	65%	0.81%
Riverside County Disposal Fee (greater of CPI or tip increase)	$ 36.21	$ 36.47	$ 0.26	0.73%	1.24%	35%	0.43%
Total							1.24%

Residential Service

Regular weekly curbside refuse & recycling service:

Total per household with Green Waste (95-gal containers)		$ 19.20	per month

Additional Residential Fees:

Additional containers:	Trash - 96 gallon	$ 8.10	per month
	Trash - 64 gallon	$ 6.49	per month
	Trash - 35 gallon	$ 4.87	per month
	Recycle	$ 2.08	per month
	Green Waste	$ 4.96	per month
Residential Set Up Fee		$ 10.64	
Cart Exchanges due to size change or customer misuse in excess of 1x per year		$ 24.36	

Commercial/Industrial Service

Commercial Trash

Size of Bin	1	2	3	4	5	6
2 Yard	$ 86.99	$ 173.98	$ 254.33	$ 336.33	$ 416.69	$ 497.02
3 Yard	$ 113.90	$ 227.80	$ 333.36	$ 438.95	$ 544.51	$ 650.11
4 yard	$ 152.40	$ 304.80	$ 445.58	$ 588.01	$ 728.81	$ 869.59
6 Yard	$ 214.49	$ 428.99	$ 628.54	$ 826.43	$ 1,026.00	$ 1,223.88

Commercial Compactor

Size of Bin	1	2	3	4	5	6
2 Yard	$ 120.66	$ 241.33	$ 355.34	$ 471.02	$ 585.04	$ 699.05
3 Yard	$ 164.40	$ 328.81	$ 484.89	$ 640.97	$ 797.04	$ 953.14
4 Yard	$ 219.74	$ 439.48	$ 647.61	$ 857.39	$ 1,065.52	$ 1,273.64
6 Yard	$ 315.51	$ 631.00	$ 931.57	$ 1,230.49	$ 1,531.06	$ 1,829.95

Other Services:

Commercial Can Service - refuse service with recycling program	$ 20.62	
Commercial Temporary Bin up to 7 days	$ 126.37	
Commercial Temporary Bin (30 days)	$ 206.17	
Bin Exchange	$ 50.62	
Lost or Stolen Bin	$ 307.14	
Burned Bin	$ 172.00	
Extra Bin Dump (while on site)	$ 60.29	
Overage Fee	$ 46.89	
Locking Lids (per month times service frequency)	$ 14.75	
Replacement Lock	$ 30.71	
Replacement Key	$ 6.14	
Commercial Set Up Fee	$ 17.75	
Industrial Set Up Fee	$ 17.75	
Additional Bulky Waste - E Waste	$ 18.52	per item
HOC Fee	$ 28.12	
Contamination Fee	$ 60.29	

Commercial Recycling

Size of Bin	QTY	One	Two
2 Yard	One	$ 81.23	$ 162.47
3 Yard	One	$ 103.98	$ 207.97
4 Yard	One	$ 138.12	$ 276.24
6 Yard	One	$ 178.74	$ 357.47

Rolloff Service

40 Cubic Yard Container	$ 209.14	Plus landfill fees
10 Cubic Yard Container	$ 209.14	Plus landfill fees
Monthly Minimum Pull	$ 209.14	
40 Cubic Yard Compactor	$ 269.99	Plus landfill fees
40 Cubic Yard Temporary Container	$ 380.98	Includes 4 tons
Relocation/Trip Delivery Fee	$ 76.34	

City of Banning
July 1,2014

Index Calculation	Old	New	Change	% of Change	Weighting	Weighted %
Consumer Price Index	237.464	239.469	2.01	0.84%	65%	0.55%
Riverside County Disposal Fee	$ 35.80	$ 36.21	$ 0.41	1.15%	35%	0.40%
Total						0.95%

Residential Service

Regular weekly curbside refuse & recycling service:

Total per household with Green Waste (95-gal containers)		$ 18.97	per month

Additional Residential Fees:

Additional containers:	Trash - 96 gallon	$ 8.00	par month
	Trash - 64 gallon	$ 6.41	per month
	Trash - 35 gallon	$ 4.81	per month
	Recycle	$ 2.06	per month
	Green Waste	$ 4.90	per month
Residential Set Up Fee		$ 10.51	
Cart Exchanges due to size change or customer misuse in excess of 1x per year		$ 24.07	

Commercial/Industrial Service

Commercial Trash

Size of Bin	1	2	3	4	5	6
2 Yard	$ 85.93	$ 171.85	$ 251.22	$ 332.21	$ 411.59	$ 490.94
3 Yard	$ 112.50	$ 225.01	$ 329.28	$ 433.57	$ 537.84	$ 642.15
4 yard	$ 150.53	$ 301.07	$ 440.13	$ 580.81	$ 719.88	$ 858.94
6 Yard	$ 211.87	$ 423.74	$ 620.85	$ 816.31	$ 1,013.43	$ 1,208.89

Commercial Compactor

Size of Bin	1	2	3	4	5	6
2 Yard	$ 119.19	$ 238.37	$ 350.99	$ 465.25	$ 577.88	$ 690.49
3 Yard	$ 162.39	$ 324.78	$ 478.95	$ 633.12	$ 787.28	$ 941.47
4 Yard	$ 217.05	$ 434.10	$ 639.68	$ 846.88	$ 1,052.47	$ 1,258.04
6 Yard	$ 311.64	$ 623.27	$ 920.16	$1,215.42	$ 1,512.31	$ 1,807.54

Other Services:

Commercial Can Service - refuse service with recycling program	$ 20.37	
Commercial Temporary Bin up to 7 days	$ 124.82	
Commercial Temporary Bin (30 days)	$ 203.65	
Bin Exchange	$ 50.00	
Lost or Stolen Bin	$ 303.38	
Burned Bin	$ 169.89	
Extra Bin Dump (while on site)	$ 59.55	
Overage Fee	$ 46.31	
Locking Lids (per month times service frequency)	$ 14.57	
Replacement Lock	$ 30.33	
Replacement Key	$ 6.07	
Commercial Set Up Fea	$ 17.53	
Industrial Set Up Fee	$ 17.53	
Additional Bulky Waste - E Wasta	$ 18.29	per item
HOC Fee	$ 27.78	
Contamination Fee	$ 59.55	

Commercial Recycling

Size of Bin	QTY	One	Two
2 Yard	One	$ 80.24	$ 160.48
3 Yard	One	$ 102.71	$ 205.42
4 Yard	One	$ 136.43	$ 272.85
6 Yard	One	$ 176.55	$ 353.10

Rolloff Service

40 Cubic Yard Container	$ 206.58	Plus landfill fees
10 Cubic Yard Container	$ 206.58	Plus landfill fees
Monthly Minimum Pull	$ 206.58	
40 Cubic Yard Compactor	$ 266.68	Plus landfill fees
40 Cubic Yard Temporary Contalenr	$ 376.31	Includes 4 tons
Relocation/Trip Delivery Fee	$ 75.40	

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CITY COUNCIL AGENDA

DATE: **June 23, 2015**

TO: **City Council**

FROM: **Brian Guillot, Acting Community Development Director**

SUBJECT: **Resolution No. 2015-57, "Approving the First Amendment to the Rancho San Gorgonio Environmental Services Agreement between the City of Banning and PlaceWorks (formerly known as the Planning Center | DC & E"**

RECOMMENDATION: That the City Council:

I. Adopt Resolution No. 2015-57 (Attachment 1) approving the First Amendment to the Rancho San Gorgonio Environmental Services Agreement with PlaceWorks for additional professional services related to the preparation of the Environmental Impact Report for the Rancho San Gorgonio Specific Plan as provided in the Schedule of Performance for Fiscal Year 2016.

JUSTIFICATION: It is necessary to amend the Professional Services Agreement with PlaceWorks to include the additional schedule of performance (Attachment 2) through the end of Fiscal Year 2016.

BACKGROUND:

Original Contract Services Agreement - On October 9, 2013, the City Council adopted Resolution No. 2013-89 (Attachment 3), approving the award of a Professional Services Agreement to PlaceWorks (Attachment 4) to prepare the Environmental Impact Report for the Rancho San Gorgonio Specific Plan. The entire contract sum is in the amount of $186,013.00 for such project Professional Services is paid through a developer deposit from the applicant, Diversified Pacific. The table below provides a summary of the project expenditures, to date:

Task	Description	Budget Amount	Amonnt Billed	Percentage Billed	Remaining Budget
1	Project Initiation/Kick Off Meeting	$4,190.00	$4,172.60	99%	$17.40
2	Initial Study/NOP	$5,260.00	$5,490.00	104%	-$230.00
3	Public Scoping Meeting	$3,400.00	$3,397.38	99%	$2.62
4	Screencheck Draft PEIR	$65,580.00	$47,382.50	72%	$18,197.50
5	Draft EIR	$10,430.00	-0-	0%	$10,430.00
6	Final EIR	$17,690.00	-0-	0%	$17,690.00
7	Mitigation Monitoring Program	$1,950.00	-0-	0%	$1,950.00
8	FOF/SOC & File NOD	$3,920.00	-0-	0%	$3,920.00
9	Meetings/Public Hearings	$17,690.00	$3,160.00	18%	$14,530.00
10	Project Management	$17,340.00	$17,080.00	98%	$260.00
11.1	Air Quality & GHG	$2,160.00	$2,160.00	100%	-0-
11.2	Noise & Vibration	$1,000.00	$2,497.50	249%	-$1,497.50
12	Phase 0 Site Assessment	$6,460.00	$570.00	8%	$5,890.00
S	Subconsultants	$12,859.00	$5,358.38	41%	$7,500.62
X	Reimbursable Expenses	$16,084.00	$2,383.95	15%	$13,700.05
Total		**$186,013.00**	**$93,652.31**	**50%**	**$92,360.69**

At this time, no additional contract services are expected from PlaceWorks for the proposed Rancho San Gorgonio Specific Plan project. The purpose of this amendment is to extend the term of the contract agreement into the next fiscal year.

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 2015-57 approving:

1. The First Amendment to the Rancho San Gorgonio Environmental Services Agreement with PlaceWorks for additional professional services related to the preparation of the Environmental Impact Report for the Rancho San Gorgonio Specific Plan as provided in the Schedule of Performance for Fiscal Year 2016.

FISCAL DATA: The professional services provided by PlaceWorks will continue to be funded by Rancho San Gorgonio, LLC not to exceed the amount of $186,013.00, Account No. 002-0000-222.30-35 (Rancho San Gorgonio-Planning).

RECOMMENDED BY:

Brian Guillot
Acting Community Development Director

APPROVED BY:

Dean Martin
Interim City Manager
Interim Administrative Services Director

ATTACHMENTS:

1. Resolution No. 2015-57.
2. First Amendment to the Professional Services Agreement with PlaceWorks.
3. Resolution No. 2013-89
4. Existing Professional Services Agreement with PlaceWorks.

Attachment 1
Resolution No. 2015-57

RESOLUTION NO. 2015-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FIST AMENDMENT TO THE RANCHO SAN GORGONIO ENVIRONMENTAL SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND PLACEWORKS (FORMERLY KNOWN AS THE PLANNING CENTER | DC & E.

WHEREAS, on October 9, 2013, the City Council adopted Resolution No. 2013-89 approving the award of a Professional Services Agreement to PlaceWorks (formerly known as the Planning Center | DC & E to prepare the Environmental Impact Report for the Rancho San Gorgonio Specific Plan; and

WHEREAS, the schedule of performance to Exhibit "D" to the Agreement is here by amended to include the additional schedule of performance as provided in the attached Exhibit "D-1"; and

WHEREAS, the professional services provided by PlaceWorks (formerly known as the Planning Center | DC & E will continue to be funded by Rancho San Gorgonio, LLC not to exceed the amount of $186,013.00.

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

SECTION 1. The Council approves Amendment #1 of the Professional Services Agreement to PlaceWorks (formerly known as the Planning Center | DC & E of Santa Ana, California to prepare the environmental impact report for the Rancho San Gorgonio Specific Plan.

SECTION 2. The Interim City Manager is authorized to make the necessary appropriations and account transfers to fund this agreement and appropriate funds deposited by Rancho San Gorgonio LLC for the purpose of funding the said Professional Services Agreement.

PASSED, APPROVED AND ADOPTED this 23th day of June, 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. 2015-57 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 23th day of June, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attachment 2

First Amendment to the Professional Services Agreement with PlaceWorks

AMENDMENT #1 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF BANNING** ("City") and **Placeworks formerly dba The Planning Center | DC & E.**, a California corporation ("Consultant") is effective as of the 23rd day of June, 2015.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 9, 2013 ("Agreement") on whereby Consultant agreed to prepare an Environmental Impact Report for the San Gorgonio Specific Plan between the City of Banning and the Placeworks formerly dba The Planning Center | DC & E.

B. City and Consultant now desire to amend the Agreement schedule of performance.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

   (a) Schedule of Performance (Exhibit D-1): Exhibit "D" to the Agreement is here by amended to include the additional schedule of performance as provided in the attached Exhibit "D-1".

   This exhibit does not amend the existing exhibits but pertain to the additional services performed hereunder.

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.

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 tie 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 not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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.

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

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

_____
Lona Laymon, Asst. City Attorney

CONTRACTOR:

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

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 DEVELOPER'S BUSINESS ENTITY.

EXHIBIT "D-1"
SCHEDULE OF PERFORMANCE

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

Schedule of performance detailed in the following pages. Completed tasks are identified with date completed.

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

A. Screencheck Initial Study/NOP (Ten (10) review copies and one (1) digital CD copy), December 2013. ***Task Complete. Screencheck Initial Study/NOP submitted 3/11/15.***

B. Final Initial Study/NOP (Five (5) hardcopies, twenty-five (25) digital CD copies), December 2013. ***Task Complete. Final Initial Study/NOP submitted 4/9/15.***

C. Mailing of a maximum of Two Hundred Fifty (250) Public Scoping meeting notices to public agencies, interested parties, and surrounding residents, February 2014. ***Task Complete. Notices sent 4/17/15.***

D. Draft and Final Public Notice of Scoping meeting, February 2014. ***Task Complete. Notice sent 4/17/15.***

E. Draft newspaper notice regarding the Scoping meeting, February 2014. ***Task Complete. Notice sent 4/17/15.***

F. Attendance and participation in one (1) Public Scoping meeting, February 2014. ***Task Complete. Public scoping meeting held on 4/29/15.***

G. Scoping meeting materials including agenda, February 2014. ***Task Complete. Scoping meeting material provided on 4/29/15.***

H. First Screencheck Draft EIR (Ten (10) review copies, two (2) digital copies, August 2015.

I. Second Screencheck Draft EIR (Ten (10) review copies, 1 digital CD copy), October 2015.

J. Thirty (30) hard copies of the Draft PEIR, October 2015.

K. Fifteen (15) copies of the Executive Summary and digital CD copies to the State Clearinghouse, October 2015.

L. One Hundred (100) digital CD copies of the Draft PEIR, October 2015.

M. Draft PEIR preparation and Notice of Availability, October 2015.

N. Final PEIR (Thirty (30) hardcopies), January 2016.

O. Mitigation Monitoring Program (Ten (10) hardcopies and one (1) digital CD copy), January 2016.

P. Findings of Fact (Two (2) digital CD copies), January 2016.

Q. Preparation of Notice of Determination, June 2016.

R. Three (3) City staff coordinated meetings, Ongoing.

S. Five (5) conference calls, Ongoing.

T. Four (4) public hearings (interchangeable Planning Commission, City Council), March – June 2016.

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

Attachment 3
Resolution No. 2013-89

RESOLUTION NO. 2013-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO THE PLANNING CENTER | DC & E TO PREPARE THE ENVIRONMENTAL IMPACT REPORT FOR THE RANCHO SAN GORGONIO SPECIFIC PLAN

WHEREAS, the City of Banning received a land development application from Rancho San Gorgonio, LLC. for the development of a master planned community called "Rancho San Gorgonio (RSG)"; and

WHEREAS, the RSG development is proposed on an 849-acre property which is located on the south side of Westward Avenue between Sunset Avenue and San Gorgonio Avenue/Highway 243; and

WHEREAS, as part of this project an environmental impact report (EIR) is required to be prepared in conjunction with the Specific Plan pursuant to the *California Environmental* Quality Act (CEQA) in order to assess the possible impacts that the project may have on the environment and ensure all environmental aspects are considered and disclose to the public and the decision makers; and

WHEREAS, in order to obtain an independent professional examination that is highly specialized and skilled in the preparation of an EIR, the City management staff determined that the procurement of a consulting firm separate from the developer and the City is necessary in order to comply with CEQA ; and

WHEREAS, on June 13, 2013, staff released the Request for Proposal (RFP) for a consulting firm to prepare an environmental impact report for the Rancho San Gorgonio Specific Plan with responses due on July 18, 2013; and

WHERAS, the City received five (5) proposals from the following consultants: Environmental Science Associates (ESA), First Carbon Solutions, LSA Associates, Inc., The Planning Center | DC & E; and Terra Nova Planning and Research, Inc.; and

WHEREAS, interviews with the consultants were held on August 28, 2013, and based on selection criteria including experience, qualifications, references, approach and understanding, schedule and costs, The Planning Center | DC & E was determined to be the most qualified *responsive proposer; and*

WHEREAS, the scope of work outlines the consulting firm's responsibility to prepare an environmental impact report for the Rancho San Gorgonio Specific Plan in compliance with CEQA and is further described in the Professional Services Agreement (Exhibit "A"); and

WHEREAS, the professional services provided by The Planning Center | DC & E Inc. will be funded by Rancho San Gorgonio, LLC in the amount of $186,013.00.

NOW THEREFORE, the City Council of the City of Banning does hereby find, determine, and resolve as follows:

SECTION 1. The Council approves the award of the Professional Services Agreement to The Planning Center | DC & E of Santa Ana, California to prepare the environmental impact report for the Rancho San Gorgonio Specific Plan.

SECTION 2. The Administrative Services Director is authorized to make necessary appropriations and account transfers to fund this agreement and appropriate funds deposited by Rancho San Gorgonio, LLC. for the purpose of funding the said Professional Services Agreement.

SECTION 3. The City Manager is authorized to execute the contract agreement with The Planning Center | DC & E of Santa Ana, 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 ninety (90) days of the date of this resolution.

PASSED, APPROVED AND ADOPTED this 14th day of January, 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-89 was duly introduced and adopted at a regular meeting of the City Council of the City of Banning, held on the 14th day of January, 2014, by the following vote, to wit:

AYES: Councilmembers Miller, Peterson, Welch, Westholder, Mayor Franklin

NOES: None

ABSENT: None

ABSTAIN: None

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

Attachment 4

Existing Professional Services Agreement with PlaceWorks

CONTRACT SERVICES AGREEMENT FOR CALIFORNIA ENVIORNMENTAL QUALITY ACT CONSULTING SERVICES TO PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR THE SAN GORGONIO SPECIFIC PLAN

By and Between

THE CITY OF BANNING,
A MUNICIPAL CORPORATION

and

THE PLANNING CENTER | DC & E

AGREEMENT FOR CONTRACT SERVICES FOR CALIFORNIA CONSULTING SERVICES TO PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR THE SAN GORGONIO SPECIFIC PLAN
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
THE PLANNING CENTER | DC & E

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 Planning Center | DC & E, ("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 One Hundred Eighty Six Thousand and Thirteen Dollars ($186,013.00) (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, 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 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:

JoAnn Hadfield	Project Manager
(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 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, 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 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 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 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]

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

June Overholt, Interim City Manager

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David Aleshire, City Attorney

CONSULTANT:

THE PLANNING CENTER | DC & E

By:
Name: Dwayne Mears
Title: Principal

By:
Name: JoAnn Hadfield
Title: Principal

Address: 3 MacArthur Pl.
Suite 1100
Santa Ana, Ca 92707

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On 10/1 2013 before me, Pamela Fahy, personally appeared Dwayne Mears, 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: Pamela L Fahy

PAMELA L. FAHY
COMM. #1897329
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ORANGE
My Comm. Expires July 27, 2014

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER — Chairman of the Board — TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

Contract Services Agreement for CEQA services for SAM Gorgonio Specific Plan
TITLE OR TYPE OF DOCUMENT

19
NUMBER OF PAGES

10/1/2013
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On 10/1 2013 before me, Pamela Fahy, personally appeared JoAnn Hadfield 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: Pamela L Fahy

PAMELA L. FAHY
COMM. #1897329
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ORANGE
My Comm. Expires July 27, 2014

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☒ PARTNER(S) ☐ LIMITED ☒ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

Contract Services Agreement for CEQA Services for San Gorgonio Specific Plan
TITLE OR TYPE OF DOCUMENT

19
NUMBER OF PAGES

10/1/2013
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Task 1. Project Initiation and Kick-off Meeting

To begin the environmental review process, the Preliminary Environmental Impact Report (PEIR) project team will first review available materials provided by the City, such as the City's General Plan and Zoning Ordinance, General Plan Land Use and Zoning maps, the draft Specific Plan, and any other relevant documents and studies. The consultant will coordinate with the City to arrange a visit to the project site and a kick-off meeting with City staff.

During the site visit, the Consultant will take photos of the site and surrounding areas and familiarize their firm with the site terrain, accessibility, and natural setting characteristics.

At the kick-off meeting the Consultant will discuss and agree upon the project goals and approaches with City staff. This discussion will include sharing known constraints and opportunities of the project and the project history to ensure both the Consultant and City staff members understand the project completely. The Consultant will solicit direction from City staff regarding protocol for communication with the applicant and the applicant's consultant team, schedule objectives, and provisions to provide updated status reports. The Consultant will obtain the input necessary to update the tentative schedule with additional detail for provision of information from the City and applicant team, tentative scoping meeting and hearing dates, and estimated document review schedules for staff.

Task 2. Initial Study Review and Notice of Preparation

Initial Study

The initial study review will include a comprehensive project description and analyze each topical area of the California Environmental Quality Act (CEQA) Appendix G checklist as follows:

+ Aesthetics
+ Agriculture/Forestry Resources
+ Air Quality
+ Biological Resources

+ Cultural Resources

+ Geology/Soils

+ Greenhouse Gases

+ Hazards/Hazardous Materials

+ Hydrology/Water Quality

+ Land Use & Planning

+ Mineral Resources

+ Noise

+ Population & Housing

+ Public Services

+ Recreation

+ Transportation/Traffic

+ Utilities and Service Systems

Findings for each area will be clearly substantiated to conclude that impacts are less than significant or further analyzed in the PEIR. The Consultant will revise the Initial Study per City staff review comments.

Notice of Preparation

The Consultant will prepare the draft Notice of Preparation (NOP) and submit it to the City for review and approval. After approval, the Consultant will copy and distribute the NOP and Initial Study to state and local agencies, surrounding property owners, and other special interest groups or individuals identified by the City. The NOP will clearly identify the time period, contact person, and address established for submitting responses.

Deliverable(s):
- Screencheck Initial Study/NOP (10 review copies and 1digital CD copy)
- Final Initial Study/NOP (5 hardcopies, 25 digital CD copies)

Task 3. Public Scoping Meeting

The Consultant will assist the City in organizing and conducting one public scoping meeting to present the preliminary environmental impacts of the proposed project and to solicit comments regarding the scope and content of the environmental issues to be addressed in the Environmental Impact Report (EIR). At the meeting, the Consultant will be prepared to discuss the environmental review process and to answer specific questions, as desired by the City. The scoping meeting is to be held as soon as possible after the release of the NOP, so public concerns about environmental issues can be identified.

Deliverable(s):

- Mailing of a maximum of 250 Public Scoping Meeting notices to public agencies, interested parties, and surrounding residents
- Draft and Final Public Notice of Scoping Meeting
- Draft newspaper notice (if desired, to be published by the City)
- Attendance and participation in one Public Scoping Meeting
- Scoping meeting materials, including agenda8

Task 4. Screencheck Draft PEIR

The Consultant will prepare a Screencheck Draft PEIR to include the following sections in accordance with the CEQA Guidelines:

+ Executive Summary
+ Introduction
+ Project Description
+ Environmental Setting
+ Discussion of Existing Conditions, Environmental Impacts, and Mitigation Measures
+ Cumulative Impacts
+ Effects Not Found to Be Significant
+ Organizations and Persons Consulted

+ Other CEQA-Mandated Sections

Each topical section of the document will:

(a) describe existing environmental conditions and pertinent regulatory policies and programs that apply to this project,

(b) define the criteria by which impacts will be determined to be significant,

(c) determine the environmental changes that would result from the project,

(d) evaluate the significance of those changes with respect to the impact significance criteria (thresholds),

(e) define mitigation measures to reduce or avoid all potentially significant adverse impacts, and

(f) provide a conclusion as to whether significant impacts would remain, even after successful implementation of recommended mitigation measures.

At this time all CEQA topical sections will be included in the PEIR with the exception of Mineral Resources. This topic will be closed out in the Initial Study. Analysis on the rest of the environmental topics will be included in the Screencheck Draft PEIR:

Analysis and findings of technical studies prepared by both the Consultant and the applicant's consultants will be incorporated into the Draft PEIR. Technical studies prepared by the applicant and supplemental modeling information for the Consultant studies will be included in the EIR appendices.

Consideration of Significant Effects

As required by CEQA, the EIR will identify and focus on the significant effects of the project, and include the following discussions as required by CEQA Guidelines Section 15126.2:

+ Effects Not Found to be Significant

+ Significant Unavoidable Impacts

+ Significant Irreversible Changes

+ Growth-Inducing Impacts

Alternatives to the Proposed Project

Alternatives to the proposed project will be defined and analyzed by the Consultant in compliance with Section 15126(d) of the CEQA Guidelines and with consultation with City staff. Alternatives will be selected on the basis of the ability to: (1) avoid or reduce one or more of the project's significant impacts; and (2) feasibly attain most of the basic objectives of the project.

Analyses of a reasonable number of feasible alternatives, including the "No Project," will be conducted. Impacts associated with each alternative will be compared to the impacts of the proposed project for each of the environmental impact categories described in the preceding sections of the EIR. The environmentally superior alternative will be identified; if it is either No-Project Alternative, then one of the development alternatives will be identified as environmentally superior to the others. The Consultant will evaluate up to five project alternatives, which may include alternative land uses, densities, and phasing scenarios, and potentially, previous land plans prepared by the applicant and/or others. The alternatives section will also include a subsection summarizing alternatives considered but rejected from further analysis.

Deliverable(s):

- 1st Screencheck Draft EIR (10 review copies, 2 digital CD copies)
- 2nd Screencheck Draft EIR (10 review copies, 1 digital CD copy)

Task 5. Draft Program Environmental Impact Report

The Consultant will incorporate City comments on the two rounds of review of the Screencheck Draft PEIR. The Consultant will coordinate with City staff to discuss and resolve any major areas of concern or to clarify areas of misunderstanding. Upon approval of the second set of revisions, the Consultant will forward the preprint Draft PEIR for final review before publication. After City approval, the Consultant will prepare the Notice of Completion (NOC) for City approval and signature. The Consultant will prepare the Notice of Availability (NOA) for City approval for distribution by the City and publish and distribute the PEIR per the mailing list to be developed in consultation with the City. The Consultant will prepare a draft NOA for newspaper publication. The City would publish this notice.

Deliverable(s):

- Draft PEIR

- 30 hard copies of the Draft PEIR
- 15 copies of the Executive Summary and digital CD copies to the State Clearinghouse
- 100 digital CD copies
- Preparation of Notice of Availability

Task 6. Final PEIR – Response to Comments / Errata

The Final PEIR will be prepared in accordance with CEQA Guidelines Section 15089 and will contain the response to comments received on the Draft PEIR. Following receipt of all comments on the Draft PEIR, written responses will be prepared by the Consultant for each comment. A Response to Comments section will be created by the Consultant for the Final PEIR and will contain an introduction describing the public review process for the Draft PEIR, copies of all comment letters and minutes from public meetings where oral comments were taken, and written responses to all comments. The Consultant's responses will focus on comments that address the adequacy of the Draft PEIR. Comments that do not address PEIR adequacy will be noted as such, and no further response will be provided unless deemed necessary by the City. Our scope of work and cost estimate assumes that the applicant's technical consultants will be available to assist to address comments on their respective studies.

The estimated budget assumes that no additional research will be required to respond to comments, that the comments will be directed at the substance and technical adequacy of the PEIR, and that the comments will be compiled by the City and transmitted in writing to the consultant. Modification to the scope of work, budget, and time frame may be necessary if comments received from agencies or the general public require substantially increasing the scope of impacts and issues addressed in the PEIR.

The Final PEIR will also include any revisions and updates needed to respond to comments or address minor errors in the Draft PEIR.

The Consultant will revise the Responses to Comments based on revisions provided by the City. Responses to Comments from responsible agencies will be distributed a minimum of 10 days prior to consideration of the Final PEIR by the City Council.

Deliverable(s):

- Final PEIR (30 hardcopies)

Task 7. Mitigation Monitoring and Reporting Program (MMRP)

An MMRP will be prepared by the Consultant pursuant to Section 21081.6 of the Public Resources Code. It will be presented in standard City format and will identify the significant impacts that would result from the project, proposed mitigation measures for each impact, the times at which the measures will need to be conducted, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success.

Deliverable(s):

- Mitigation Monitoring Program (10 hardcopies and 1 digital CD copy)

Task 8. Findings of Fact and Statement of Overriding Considerations and NOD

Findings of Fact and Statement of Overriding Considerations

The Consultant will prepare the Findings of Fact consistent with the requirements of CEQA. The draft Findings of Fact will be distributed to the City for review and comment. If required, The Consultant will prepare a Statement of Overriding Considerations for the project, consistent with the requirements of CEQA.

Notice of Determination

A draft NOD will be prepared by the Consultant for review by the City. After the City takes action certifying the Final PEIR and approving the project, the NOD will be filed with the Office of Planning and Research (OPR) and the Riverside County Clerk. This filing will include the CDFW filing fee.

Deliverable(s):

- Findings of Fact (2 digital CD copies)
- Preparation of Notice of Determination

Task 9. Meetings and Public Hearings

The scope of work assumes attendance by the Consultant's project manager and another team member (assistant project manager or technical expert) at the meetings and public hearings listed below. Additional meeting attendance by the Consultant or attendance by other members of the consultant team will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved.

Deliverable(s):

- Kick-off Meeting (included in Task 1 above)
- Public Scoping Meeting (budget included in Task 3)
- Up to 3 City Staff Coordination Meetings
- Up to 5 Conference Calls
- Up to 4 Public Hearings (interchangeable Planning Commission, City Council)

Task 10. Project Management

The Consultant will coordinate closely with the City to ensure that the EIR and associated documents are legally defensible, accurate, and useful to decision makers when considering the approval of the project. Project management responsibilities include: task scheduling and assignment; management of resources; monitoring of costs and schedule adherence; management and coordination of the subconsultant, including contract administration and accounting; consultation and coordination with local and state entities relative to the environmental review process; and coordination and communications with the City's project team to ensure compliance with policies, procedures, and any applicable codes.

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

A. Screencheck Initial Study/NOP (Ten (10) review copies and one (1) digital CD copy).

B. Final Initial Study/NOP (Five (5) hardcopies, twenty-five (25) digital CD copies)

C. Mailing of a maximum of Two Hundred Fifty (250) Public Scoping meeting notices to public agencies, interested parties, and surrounding residents.

D. Draft and Final Public Notice of Scoping meeting.

E. Draft newspaper notice regarding the Scoping meeting.

F. Attendance and participation in one (1) Public Scoping meeting.

G. Scoping meeting materials including agenda.

H. First Screencheck Draft EIR (Ten (10) review copies, two (2) digital copies.

I. Second Screencheck Draft EIR (Ten (10) review copies, 1 digital CD copy).

J. Thirty (30) hard copies of the Draft PEIR.

K. Fifteen (15) copies of the Executive Summary and digital CD copies to the State Clearinghouse.

L. One Hundred (100) digital CD copies of the Draft PEIR.

M. Draft PEIR preparation and Notice of Availability.

N. Final PEIR (Thirty (30) hardcopies).

O. Mitigation Monitoring Program (Ten (10) hardcopies and one (1) digital CD copy).

P. Findings of Fact (Two (2) digital CD copies).

Q. Preparation of Notice of Determination.

R. Three (3) City staff coordinated meetings.

S. Five (5) conference calls.

T. Four (4) public hearings (interchangeable Planning Commission, City Council)

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:

Bi-weekly updates will be provided by the Consultant.

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. JoAnn C. Hadfeild- Principal, Environmental Services

B. Cathleen Fitzgerald-Senior Engineer or comparable designee approved by the City.

C. Nicole Vermilion-Associate Principal or comparable designee approved by the City.

D. Fernando Sotelo- Senior Associate, Noise & Air Quality or comparable designee approved by the City.

F. Michael Milroy – Associate Planner or comparable designee approved by the City.

G. George Estrada – Associate Planner or comparable designee approved by the City.

H. Frances Ho – Planner or comparable designee approved by the City.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

- Section 2.4 is hereby amended to read as follows:

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 satisfactory completion of each task and 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.

- 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"
COMPENSATION

I. Consultant shall perform the following tasks:

Services and compensation detailed in following pages.

THE PLANNING CENTER | DC&E

Proposal for Rancho San Gorgonio Specific Plan EIR

RATE:	$200 HADFIELD Principal	$165 FITZGERALD Assistant Planner	$135 VERMILION AQ/GHG	$125 SOTELO Noise	$120 ESTRADA Project Planner	$110 MURDY Project Planner	$90 VANG Planner	$70 NEWGI Planner	$70 HO Planner	$105 Technical Editing	$80 Graphics	$75 WP	TOTAL HOURS	TPC LABOR BUDGET	Subconsultant 10.0%	TOTAL BUDGET
PEIR TASKS																
TASK 1: INITIAL STUDY/NOTICE OF PREPARATION																
Project Initiation (literature/study review)	4					4			4				12	$1,520		$1,520
Kick-Off Meeting	6		6			6							18	$2,670		$2,670
Task 1 - Subtotal	10	0	6	0	0	10	0	0	4	0	0	0	30	$4,190		$4,190
TASK 2: PUBLIC SCOPING MEETING																
Screencheck Initial Study	6		2	2		12			12				34	$5,880		$5,880
Revise IS per City comments	2		1	1		4			4				12	$1,380		$1,380
Prepare/Distribute NOP													0	$0		$0
Task 2 - Subtotal	8	0	3	3	0	16	0	0	16	0	0	0	46	$7,260		$7,260
TASK 3: PUBLIC SCOPING MEETING																
PPT & Material Preparation	2								6			4	12	$1,120		$1,120
Scoping Meeting	6					6			6				18	$2,280		$2,280
Task 3 - Subtotal	8	0	0	0	0	6	0	0	12	0	0	4	30	$3,400		$3,400
TASK 4: ENVIRONMENTAL SETTING/IMPACTS/MITIGATION																
Proj Desc/setting/Summary (includes phases)	16				8	8							32	$5,040		$5,040
Aesthetics	4				20				2				26	$3,340		$3,340
Agricultural Resources	2												2	$400		$400
Air Quality & GHG	1		4					24					29	$2,420		$2,420
Biological Resources	2					24							26	$3,040		$3,040
Cultural Resources	2								16				18	$1,520		$1,520
Geology & Soils	4					16							20	$2,560		$2,560
Hazards and Hazardous Materials	4	4				24							32	$4,160		$4,160
Hydrology and Water Quality	4	4				24							32	$4,160		$4,160
Noise	2			12									14	$1,900		$1,900
Land Use & Planning					24				4				28	$3,160		$3,160
Population & Housing	4								24				28	$2,480		$2,480
Public Services	4								40				44	$3,600		$3,600
Recreation	1					2			16				19	$1,540		$1,540
Utilities and Service Systems	4					12			16				32	$3,240		$3,240
Misc Sections (Signif Unavoid/Growth Inducing, etc.)	2				1				16				19	$1,640		$1,640
Project Alternatives (5)	32		4	4	2	2			16				60	$9,020		$9,020
Graphics/Editing/WP										48	48	48	144	$12,480		$12,480
Task 4 - Subtotal	88	8	8	16	55	112	0	24	150	48	48	48	605	$65,510		$65,510
TASK 5: DRAFT EIR																
Screencheck Revisions (1st Round)	12	1	4	4	2	8			8				39	$5,290		$5,290
Screencheck Revisions (2nd Round)	6		2	2	1	4			4				19	$2,360		$2,360
NOA/NOC and Printing/Distribution Coord.	2								6	8	4	8	28	$2,580		$2,580
Task 5 - Subtotal	20	1	6	6	3	12	0	0	18	8	4	8	86	$10,430		$10,430
TASK 6: FINAL EIR																
Prepare Draft Responses to Comments & Revision to Draft PEIR	32	2	4	4	2	16			32	8	4	12	116	$14,070		$14,070
Revise Draft Responses to Comments per county/applicant comments	8		2	2		6			12				30	$3,620		$3,620
Task 6 - Subtotal	40	2	6	6	2	22	0	0	44	8	4	12	146	$17,690		$17,690
TASK 7: MITIGATION MONITORING PROGRAM																
Prepare MMP	2								12	1		8	23	$1,950		$1,950
Task 7 - Subtotal	2	0	0	0	0	0	0	0	12	1	0	8	23	$1,950		$1,950
TASK 8: FOF/SOC/NOD																
Prepare FOF/SOC & NOD	10					4			16	2		2	34	$3,920		$3,920
Task 8 - Subtotal	10	0	0	0	0	4	0	0	16	2	0	2	34	$3,920		$3,920
TASK 9: MEETINGS/PUBLIC HEARING																
Kick-Off Meeting (included in Task 1)													0	$0		$0
Scoping Meeting (included in Task 3)														$0		$0
Staff Coordination Meetings (3)	18		6			12							36	$5,730		$5,730
Conference Calls (5)	5		3	3		5			5					$2,680		$2,680
Public Hearings (4)(assume 8 hours/each with travel)	32					16			16				64	$9,280		$9,280
Task 9 - Subtotal	55	0	9	3	0	33	0	0	21	0	0	0	100	$17,690		$17,690
TASK 10: PROJECT MANAGEMENT																
Project Management/Coord.	60					32			26				118	$17,340		$17,340
Task 10 - Subtotal	60	0	0	0	0	32	0	0	26	0	0	0	118	$17,340		$17,340
SUBTOTAL PEIR TASKS:	301	11	38	34	60	247	0	24	319	67	56	82	1218	$147,450		$147,450

THE PLANNING CENTER|DC&E

Proposal for Rancho San Gorgonio Specific Plan EIR

RATE:	$200 HADFIELD Principal	$165 FITZGERALD Assistant Planner	$135 VERMILION AQ/GHG	$125 SOTELO Noise	$120 ESTRADA Project Planner	$110 MILROY Project Planner	$90 VANG Planner	$70 NEWGI Planner	$70 HO Planner	$105 Technical Editing	$80 Graphics	$75 WP	TOTAL HOURS	TPC LABOR BUDGET	Subcon-sultant 10.0%	TOTAL BUDGET
TECHNICAL STUDIES PEER REVIEWS																
THE PLANNING CENTER/DC&E																
Air Quality & GHG			16										16	$2,160		$2,160
Noise & Vibration				8									8	$1,000		$1,000
Subtotal:													24	$3,160		$3,160
URBAN CROSSROADS																
Transportation/Traffic															$2,500	$2,750
Subtotal:																$2,750
VCS ENVIRONMENTAL																
Biological Resources															$3,115	$3,427
Wetland delineation															$3,775	$4,153
Subtotal:																$7,579
COGSTONE																
Cultural Resources															$1,500	$1,650
Subtotal:																$1,650
SUBTOTAL TECHNICAL PEER REVIEWS:																$15,139
TOTAL LABOR W/OUT OPTIONAL TASKS																$162,589
OPTIONAL TASKS																
THE PLANNING CENTER/DC&E																
Phase 0 Site Assessment														$6,480		$6,480
CULTURAL																
SB 18 Tribal Consultation															800	$880
Optional Tasks Subtotal:																$7,360
TOTAL LABOR WITH OPTIONAL TASKS																$169,929
REIMBURSABLE ESTIMATE																$16,084
														GRAND TOTAL WITHOUT OPTIONAL TASKS:		$178,673
														GRAND TOTAL WITH OPTIONAL TASKS:		$186,013

Notes: 1) The budget for the Final EIR is an estimate only, based on approximately 50 hours for preparation of response to Comments. The estimated budget assumes that no additional basic research will be required to respond to comments, that the comments will be directed at the substance and technical adequacy of the EIR, and that the comments will be compiled by the City and transmitted in writing to the consultant. Modification to the scope of work, budget and time frame may be necessary if comments received from agencies or the general public require substantially increasing the scope of impacts and issues which the EIR has addressed.

2) The reimbursables budget is an estimate only and will be billed at cost plus 10%. If additional copies are requested by the City, they will be billed at cost plus 10% and are extra to contract.

REIMBURSABLE BREAKDOWN															TOTAL	INCL. 10%
PRINTING & DIGITAL COPIES OF ENVIRONMENTAL DOCUMENTS (2)																$10,091
	Overnight Mailings		CDs	Initial Study	Screencheck Draft EIR	Draft EIR	Executive Summary		MMRP							
Price Per Copy	$25		$10	$25	$125	$150	$30	$25	$20		$0.55					
Screencheck Initial Study	1		1	10											$285	$314
Initial Study/NOP	2		25	5											$425	$468
1st Screencheck Draft EIR	2		2		10										$1,920	$1,452
2nd Screencheck Draft EIR	1		1		10										$1,285	$1,414
Draft EIR	2		100			30	35								$5,700	$6,270
Response to Comments	1							30							$775	$853
Mitigation Monitoring Program	1		1						10						$295	$259
Findings of Fact/SOC	1		2												$45	$50
															$50	$55
															$50	$55
															$64	$70
NOD Filing Fee															$2,995.25	$3,294.78
CDFW Fee															$750	$825
Miscellaneous Copies															$13,079	$15,877
Subtotal																
DIRECT COSTS																
Mileage ($0.55 per mile)		Distance Roundtrip (miles) =	$46		Number of Meetings/Site Visits =		8								$642	$707
Subtotal															$642	$707
Total Reimbursables (10% markup included)																$16,084

II. **Payments will be made based upon the satisfactory completion of each 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 satisfactory completion of each task set forth in Exhibit A and Section I of this Exhibit C, and submissions of valid invoices of each task. 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 $186,013.00, 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

The Planning Center|DC&E
2013 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	$180–$250
Associate Principal	$155–$190
Senior Associate/Senior Scientist	$130–$185
Associate/Scientist	$90–$150
Project Planner/Project Scientist	$80–$120
Planner/Assistant Scientist	$60–$100
Graphics Specialist	$65–$90
Clerical/Word Processing	$40–$90
Intern	$60–$85

Other direct costs and subconsultants are billed at cost plus 10%.
Mileage reimbursement rate is the standard IRS-approved rate.

VCS Environmental
2013 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
President	$200
Vice President	$195
Senior Biologist	$185
Biologist	$175
Field Biologist	$145
Senior Project Manager	$185
Project Manager	$175
Assistant Project Manager	$165
Project Manager	$145
Field Assistant	$75
Office Assistant/Word Processing	$65

REIMBURSABLE EXPENSES. Expenses incurred directly for the Client's project will be billed at the actual cost and are not included in the original contract amount. Expenses include, but are not limited to, reprographics, Federal Express, necessary transportation costs including mileage by automobile at the IRS reimbursement rate, toll road fees, meals and lodging, computer services and photocopying.
PAYMENT DUE. Invoices are due upon presentation and shall be considered past due if not paid within 15 (fifteen) calendar days of the due date. Finance charges, computed by a "Periodic Rate" of 1-1/2% per month, will be charged on all past due amounts.
CHANGE ORDERS. Change Orders may be subject to future fee schedule increases.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Schedule of performance detailed in the following pages.

Task as of Mon 12/9/13
RanchoSanGorgonio_Schedule Update12_9_13(NTP1_20_14)2pgs

ID	Indicators	Task Name	Duration	Start	Finish	Predecessors
1		Notice to Proceed	0 days	Mon 1/20/14	Mon 1/20/14	
2		Project Initiation	1 wk	Mon 1/20/14	Fri 1/24/14	1
3		Kick off Meeeting	0 days	Fri 1/24/14	Fri 1/24/14	2
5		Project Description	2 wks	Mon 1/27/14	Fri 2/7/14	3
6		Initial Study	3 wks	Mon 1/20/14	Fri 2/7/14	1,5FF
7		City Review/Revisions	2 wks	Mon 2/10/14	Fri 2/21/14	6
8		Prepare NOP/Repro/Mailing List	1 wk	Mon 2/24/14	Fri 2/28/14	7
9		30 Day Public Review	30 edays	Fri 2/28/14	Sun 3/30/14	8
13		Public Scoping Meeting	0 days	Fri 3/14/14	Fri 3/14/14	9SS+2 wks
15		Phase 0 Site Assessment	4 wks	Mon 1/20/14	Fri 2/14/14	1
16		SB 18 Tribal Consultation (w/required noticing periods)	16 wks	Mon 2/10/14	Fri 5/30/14	5
18		Complete 1st Screencheck PDEIR	16 wks	Mon 1/20/14	Fri 5/9/14	10FF+3 wks,1
19		City Review 1st Screencheck PDEIR	3 wks	Mon 5/12/14	Fri 5/30/14	18
20		Revise PDEIR (Project Team)	2 wks	Mon 6/2/14	Fri 6/13/14	19
21		City Review 2nd Screencehck PDEIR	2 wks	Mon 6/16/14	Fri 6/27/14	20
23		Prepare Pre-Print EIR/City Final Check	1 wk	Mon 6/30/14	Fri 7/4/14	21
24		Repro PDEIR & NOA/NOC & Mailing Labels	3 days	Mon 7/7/14	Wed 7/9/14	23
25		Public Review (45 days)	45 edays	Wed 7/9/14	Sat 8/23/14	24
27		Response to Comments/Errata	4 wks	Mon 8/18/14	Fri 9/12/14	25FS-1 wk
28		City Review	2 wks	Mon 9/15/14	Fri 9/26/14	27
29		TPC Team Revise/Resubmit	2 wks	Mon 9/29/14	Fri 10/10/14	28
30		City Approve	3 days	Mon 10/13/14	Wed 10/15/14	29
32		Prepare Screencheck PDF/Overrides/MMRP	1 wk	Mon 9/15/14	Fri 9/19/14	27
33		City Review/TPC Edit	2 wks	Thu 10/2/14	Wed 10/15/14	32,30FF

ID	Indicators	Task Name	Duration	Start	Finish	Predecessors
35		Planning Commission (2 hearings)	6 wks	Thu 10/30/14	Wed 12/10/14	33FS+2 wks
36		City Council (2 hearings)	4 wks	Thu 12/25/14	Wed 1/21/15	35FS+2 wks
37		Notice of Determination	1 day	Fri 1/23/15	Fri 1/23/15	36FS+1 day

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

A. Screencheck Initial Study/NOP (Ten (10) review copies and one (1) digital CD copy), December 2013.

B. Final Initial Study/NOP (Five (5) hardcopies, twenty-five (25) digital CD copies), December 2013.

C. Mailing of a maximum of Two Hundred Fifty (250) Public Scoping meeting notices to public agencies, interested parties, and surrounding residents, February 2014.

D. Draft and Final Public Notice of Scoping meeting, February 2014.

E. Draft newspaper notice regarding the Scoping meeting, February 2014.

F. Attendance and participation in one (1) Public Scoping meeting, February 2014.

G. Scoping meeting materials including agenda, February 2014.

H. First Screencheck Draft EIR (Ten (10) review copies, two (2) digital copies, March 2014.

I. Second Screencheck Draft EIR (Ten (10) review copies, 1 digital CD copy), March 2014.

J. Thirty (30) hard copies of the Draft PEIR, May 2014.

K. Fifteen (15) copies of the Executive Summary and digital CD copies to the State Clearinghouse, May 2014.

L. One Hundred (100) digital CD copies of the Draft PEIR, May 2014.

M. Draft PEIR preparation and Notice of Availability, May 2014.

N. Final PEIR (Thirty (30) hardcopies), July 2014.

O. Mitigation Monitoring Program (Ten (10) hardcopies and one (1) digital CD copy), July 2014.

P. Findings of Fact (Two (2) digital CD copies), July 2014.

Q. Preparation of Notice of Determination, July 2014.

R. Three (3) City staff coordinated meetings, October 2014.

S. Five (5) conference calls, October 2014.

T. Four (4) public hearings (interchangeable Planning Commission, City Council), October 2014.

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

CITY COUNCIL AGENDA

DATE: **June 23, 2015**

TO: **City Council**

FROM: **Brian Guillot, Acting Community Development Director**

SUBJECT: **Resolution No. 2015-58, "Approving the Second Amendment to the Professional Services Agreement with J.H. Douglas and Associates related to the Banning Housing Element"**

RECOMMENDATION: That the City Council:

I. Adopt Resolution No. 2015-58 (Attachment 1) approving the Second Amendment to the Professional Services Agreement with J.H. Douglas and Associates in the amount of $20,000.00 for additional professional services related to the Banning Housing Element.

JUSTIFICATION: It is necessary to amend the Professional Services Agreement with J.H. Douglas and Associates to include the additional scope of services as the City Council requested further consideration of the Housing Element and the need for guidance regarding options for enhancing compatibility between the Housing Element and other City plans, policies and objectives (Attachment 2) through the end of Fiscal Year 2016.

BACKGROUND:

Original Contract Services Agreement - On December 5, 2012, the City entered into a Professional Services Agreement with J.H. Douglas and Associates to compete the 2008-2014 and 2014-2021 Housing Elements for certification by the State HCD. The total contract amount was for $23,980.00 (Attachment 3). Of the $23,980.00, $3,000.00 was for the completion of the 2008-2014 Housing Element leaving the remaining balance of $20,980.00 for the completion of the 2014-2021 Housing Element. The State did not certify the 2008-2014 Housing Element although they indicated that the City addressed many of the statutory requirements and requested that their remaining concerns regarding adequate and suitability of the various sites zoned for affordable housing be addressed in the 2014-2021 Housing Element.

On June 24, 2014, the City Council adopted Resolution 2014-46 (Attachment 4), approving the First Amendment for additional services regarding the adoption of the 2013-2021 Housing Element (Attachment 5) amending the original agreement dated December 5, 2012 (Attachment 5).

On January 20, 2015 the City of Banning transmitted the revised 2013-2021 Housing Element to the State, which was adopted by the City Council on December 9, 2014. On January 13, 2015 the City Council adopted Affordable Housing Opportunity (AHO) overlay zoning regulations to implement Housing Element Program 5 consistent with the findings in the letter from the State of May 1, 2014. The AHO overlay establishes a minimum density of 20 units/acre for HDR-20 parcels and allows a maximum density of 24 unites/acre with affordable housing units are

provided. The City has also implemented monitoring procedures pursuant to Government Code Section 65863.

On March 19, 2015 the City of Banning received a letter from the State (Attachment 6) finding the adopted Housing Element in full compliance with the State Housing Element Law, and now meets specific requirements for several State funding programs designed to reward local governments for compliance with the State Housing Element Law.

The proposed professional services would include exploring options for addressing issues related to the next cycle of the Regional Housing Needs Assessment (RHNA) process and the state Housing Element requirements (Attachment 7)

FISCAL DATA:
Staff respectfully requests approval of additional funding in the amount of $20,000.00 which is necessary in order to cover services added to the scope of services under the Professional Services Agreement with J.D. Douglas and Associates.

It is intended that the term of the contract is for the amount of $5,000.00 per year.

Funding is available in the Community Development Department Fund Account No. 001-2800-441.33-11 for this Second Amendment.

RECOMMENDED BY:

Brian Guillot
Acting Community Development Director

APPROVED BY:

Dean Martin
Interim City Manager
Interim Administrative Services Director

ATTACHMENTS:

1. Resolution No. 2015-58.
2. Second Amendment to the Professional Services Agreement with J.H. Douglas and Associates

3. Original Contract of Professional Services Agreement with J.H. Douglas and Associates
4. Resolution No. 2014-46.
5. First Amendment to the Professional Services Agreement with J.H. Douglas and Associates.
6. Letter from the State dated March 19, 2015 Adopting Housing Element (2013-2021).
7. Memorandum regarding state Housing Element requirements and the RHNA process.

Attachment 1
Resolution No. 2015-58

RESOLUTION NO. 2015-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH J.H. DOUGLAS AND ASSOCIATES RELATED TO THE BANNING HOUSING ELEMENT.

WHEREAS, on December 5, 2012, the City Council entered into a Professional Services Agreement to J.H. Douglas and Associates to complete the 2008-2014 and 2014-2021 Housing Elements for certification by the State HCD; and

WHEREAS, on June 24, 2014, the City Council adopted Resolution 2014-46, approving the First Amendment for additional services regarding the adoption of the 2013-2013 Housing Element, amending the original agreement dated December 5, 2012.

WHEREAS, on January 20, 2015 the City of Banning transmitted the revised 2013-2021 Housing Element to the State, which was adopted by the City Council on December 9, 2014.

WHEREAS, on January 13, 2015 the City Council adopted Affordable Housing Opportunity (AHO) overlay zoning regulations to implement Housing Element Program 5 consistent with the findings the letter from the State of May 1, 2014.

WHEREAS, on March 19, 2015 the City of Banning received a letter from the State finding the adopted Housing Element in full compliance with the State Housing Element Law, and now meets specific requirements for several State funding programs designed to reward local governments for compliance with the State Housing Element Law.

WHEREAS, staff respectfully requests approval of the additional funding for the Professional Services Agreement with J.H. Douglas and Associates in the amount of $20,000.00 in order to cover ongoing consulting assistance to ensure that the Housing Element remains in compliance with state law, and provide guidance regarding options for enhancing compatibility between the Housing Element and other City plans, policies and objectives.

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

SECTION 1. The Council approves Amendment #2 to the Professional Services Agreement with J.H. Douglas and Associates for additional funding in the amount of $20,000.00.

SECTION 2. The Interim City Manager is authorized to execute the Second Amendment to the Professional Services Agreement with J.H. Douglas and Associates in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 23th day of June, 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. 2015-58 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 23rd day of June, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attachment 2

Second Amendment to the Professional Services Agreement with J.H. Douglas and Associates

AMENDMENT #2 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT #2 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF BANNING** ("City") and **J.H. Douglas & Associates**, a California corporation ("Consultant") is effective as of the 23rd day of June, 2015.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated December 5, 2012 ("Agreement") and Amendment No. 1, dated June 24, 2014 ("Agreement") whereby Consultant agreed to provide On-Call Consultant Services Related to the Banning Housing Element to ensure compliance with state law, and provide guidance regarding options for enhancing compatibility between the Housing Element and other City plans, policies and objectives for the City of Banning.

B. City and Consultant now desire to amend the Agreement to include additional compensation for additional work as needed in an amount not to exceed Twenty Thousand Dollars ($20,000.00) to the original Contract Amount and revise the Scope of Services. The original Scope of Work and tasks are modified and revised to include the following: additional consulting services as further described in Exhibit A-1.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

   (a) Scope of Services (Exhibit A-1): Exhibit "A" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "A-1".

   (b) Compensation (Exhibit C-1): Exhibit "C" to the Agreement is hereby amended to include additional compensation as provided in the attached Exhibit "C-1".

   (c) Schedule (Exhibit D-1): Exhibit "D" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "D-1".

   These exhibits do not amend the existing exhibits but pertain to the additional services performed hereunder.

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.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant 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.

Consultant 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 tie or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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.

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

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

_____

Lona N. Laymon, Assistant City Attorney

CONTRACTOR:

J. H. Douglas & Associates

By: _____

Name: John Douglas, AICP

Title: Principal

By: _____

Name:

Title:

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 DEVELOPER'S BUSINESS ENTITY.

EXHIBIT "A-1"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

A. Assist with implementation of Housing Element programs

B. Assist in preparing annual reports for submittal to HCD

C. Assist in coordinating with SCAG on RHNA and Housing Element issues

D. Advise staff and the City Council regarding alternative options for accommodating lower-income housing needs

E. Assist in preparing amendments to the General Plan and Zoning Code, as appropriate, to better achieve City objectives

F. Assist with public participation related to the Housing Element

G. Monitor state law and advise the City regarding issues that will affect the 6th cycle Housing Element update

H. Annual Housing Element Implementation reports to HCD

I. Other products as directed by the Planning Director

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceeding the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

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. Monthly via email, or more frequently as necessary.

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. John Douglas, AICP, Principal.

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

II. 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.

III. The total compensation for the Services shall not exceed $ 20,000.00, as provided in Section 2.1 of this Agreement.

IV. The City will compensate Consultant for work performed on a time-and-materials basis at a rate of $125.00 per hour plus expenses upon submission of a valid invoice.

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform Services on an on-call basis as set forth in Exhibit A-1.

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

The schedule of performance for additional work will be determined based on the need for specific items as necessary and requested by the Director of Community Development or his designee. Additional services shall be completed by June 30, 2016.

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

Attachment 3

Original Contract of Profession Services Agreement with J.H. Douglas and Associates

AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
J.H. DOUGLAS & ASSOCIATES

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this 5th day of Dec, 2012 by and between the City of Banning, a municipal corporation ("City") and J.H. Douglas, ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties." (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

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

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 **Prevailing Wages.**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for

each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed $23,980.00 (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the 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 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 Contractor.

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

John H. Douglas	Principal
(Name)	(Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the 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 Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker

employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written

notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts

embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, sball not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ ($_____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to 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, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of 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.

8.2 Conflict of Interest.

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

No officer or employee of the 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 Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement,

and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF BANNING, a municipal corporation

Andrew J. Takata, City Manager

ATTEST:

Marie Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

not required
Lona Laymon, Assistant City Attorney

CONTRACTOR:

J.H. Douglas & Associates

By: _____
Name: John Douglas
Title: Principal

Address: 13142 Rosalind Drive, Santa Ana, CA 92705

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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

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- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Analyze the current 2008-2014 Housing Element which sets the stage for the 2014-2021 Housing Element and assist City staff in obtaining certification.

B. Research, analyze, write, and produce a draft Housing Element for the 2014 -2021 period that incorporates all items required by the State law and submit the draft for review by the City staff.

C. Revise and incorporate staff comments on the draft Housing Element.

D. Prepare an Initial Study and appropriate environmental document for the Housing Element in compliance with the California Environmental Quality Act.

E. Conduct a public meeting and a joint study session with the Planning Commission and City Council and incorporate their recommendations.

F. Submit the draft Housing Element for review by the State Housing and Community Development (HCD). If there are comments from HCD, the consultant shall resolve the comments with the State HCD.

G. Submit a final revised document to the State HCD for a finding of substantial compliance/certification from HCD.

H. Following certification of the Housing Element, prepare staff reports and resolutions and conduct a public hearing for the adoption of the Housing Element by the Planning Commission and City Council and incorporate their comments.

I. Submit the final Housing Element for certification by HCD.

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

A. First (Administrative) Draft of the 2014-2021 Housing Element for staff review in Word format to be submitted electronically.

B. One hard copy of the Draft Housing Element for review by the Planning Commission and City Council and one electronic copy in Word format.

C. Final Housing Element for Certification by HCD.

D. Certified Housing Element that was approved by the State HCD which shall include incorporation of any last minute changes.

III. **Iu addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:**

A. Bi-weekly e-mails and/or letter on the progress of the delivery of the Housing Element.

B. If status update is provided via telephone, a summary memo or email is to be provided on items discussed and action items that are agreed upon.

IV. **All work product is subject to review and acceptance by the City, and must be revised by the Contractor withont additional charge to the City until found satisfactory and accepted by City.**

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

A. John Douglas, Principal and Project Manager

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

NOTARY SERVICE REQUIREMENT WAIVED

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks:

Task	Description	JD	WP	Total Hours	Cost
1.0	2008 Housing Element Completion	24		24	$3,000
2.0	2013 Housing Element Preparation				
	-Admin. Draft Housing Element	60	4	64	$7,760
	-Public Review Draft Housing Element	8	1	9	$1,065
	-Proposed Final Housing Element	10		10	$1,250
	-Final Housing Element	4	1	5	$565
3.0	Public Participation				
	-Public workshop (1)	12		12	$1,500
	-PC/CC study session (1)	12		12	$1,500
	-PC and CC meetings (1 each)	24		24	$3,000
4.0	CEQA Compliance	16	1	17	$2,065
5.0	Project Management	4		4	$500
	Total Labor	174	7	181	$22,205
	Hourly Rate	$125	$65		
	Reimbursable Expenses	(See table below)			$1,775
				Total Labor + Expenses	**$23,980**

JD = John Douglas, AICP, Project Manager
WP = Word Processing/graphics tech

Estimated Reimbursable Expenses	
Travel/mileage	No charge
Printing	
Public Review Draft (25 B/W copies @ $20/ea)	$500
Final Element (25 color copies @ $50/ea)	$1,250
Postage/deliveries	$25
Total	**$1,775**

II. **Payments will be issued and based upon satisfactory completion of each task.**

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

VI. **The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. **The total compensation for the Services shall not exceed $23,980.00, as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services timely in accordance with the following schedule:

November 2012	Kick-off meeting with City staff; Refine overall work program
December 2012	Finalize sites inventory analysis and submit revised 2008 Housing Element to HCD (60-day review) Initiate zone change process
Jan-March 2013	Prepare CEQA analysis for zone changes* Compile data needed for 2013Housing Element
February 2013	HCD comments on Revised Draft 2008 Housing Element ("Draft in Compliance")
March 2013	Planning Commission/City Council hearings to adopt 2008 Housing Element Submit adopted 2008 element to HCD for certification Administrative Draft 2013 Housing Element to staff for review
April 2013	Community workshop for 2013 Housing Element Staff review of Administrative Draft 2013 Housing Element Prepare Public Review Draft 2013 element
May 2013	Planning Commission/City Council study session for 2013 element
June 2013	Submit Draft 2013 Housing Element to HCD (60-day review) Prepare & circulate CEQA documentation, as necessary
August 2013	HCD comments on 2013 Housing Element ("Draft In Compliance")
Sept-October 2013	Planning Commission & City Council adoption hearings Transmit adopted 2013 element to HCD

*This schedule assumes a Mitigated Negative Declaration will be adequate. If an EIR is required, additional time will be necessary.

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

A. April 2013 - First (Administrative) Draft of the Housing Element for staff review.

B. May 2013 - Draft Housing Element for review by the Planning Commission and City Council.

C. June 2013 - Final Housing Element for Certification by HCD.

D. September/October 2013 - Certified Housing Element approved by the State HCD shall include incorporation of any last minute changes.

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

Attachment 4
Resolution No. 2014-46

RESOLUTION NO. 2014-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH J.H. DOUGLAS AND ASSOCIATES FOR CERTIFICATION OF THE BANNING 2014-2021 HOUSING ELEMENT

WHEREAS, on December 5, 2013, the City entered into a Professional Services Agreement with J.H. Douglas and Associates in an amount "Not to Exceed" $23,980.00 for the completion and certification by the State Housing and Community Development (HCD) of the 2008-2014 and 2014-2021 Housing Elements; and

WHEREAS, the City submitted the adopted 2014-2021 Housing Element to the State Housing and Community Development for review and determination for compliance with the Housing Element law; and

WHEREAS, the City received comments from the State HCD on May 1, 2014 that the City is required to address additional requirements by providing affordable housing overlay zones for the existing High Density Residential HDR-20 sites to ensure adequate sites for compliance with the Regional Housing Needs Assessment (RHNA); and

WHEREAS, as a result of additional public meetings conducted prior to the adoption of the 2014-2021 Housing Element and the additional services required to address the State HCD comments an increased budget is necessary; and

WHEREAS, the scope of work for the additional services includes, but is not limited to, the following: assist with the preparation of staff reports on the amendments to General Plan and the Zoning Ordinance; prepare appropriate documentation for compliance with the California Environmental Quality Act (CEQA); and attendance at the Planning Commission and City Council meetings; and

WHEREAS, staff respectfully requests approval of the additional funding for the Professional Services Agreement with J.H. Douglas and Associates in an amount of $11,750.00 for a total contract amount of $35,980.00 in order to address services that were completed and additional services to address the State HCD comments.

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

SECTION 1. The additional funding for the Professional Services Agreement with J.D. Doulas and Associates is approved in the amount of $11,750.00 for a total contract amount "Not to Exceed" $35,730.00.

SECTION 2. The City Manager is authorized to execute the First Amendment to the Professional Services Agreement with J.H. Douglas and Associates in a form approved by the City

Attorney. This authorization will be rescinded if the parties do not execute the contract agreement within ninety (90) days of this resolution.

PASSED, ADOPTED AND APPROVED this 24th day of June, 2014.

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. 2014-46 was duly adopted by the City Council of the City of Banning, California at a regular meeting thereof held on the 24th day of June, 2014, by the following vote to wit:

AYES:	Councilmembers Miller, Peterson, Welch, Westholder, Mayor Franklin
NOES:	None
ABSENT:	None
ABSTAIN:	None

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

Attachment 5

First Amendment to the Professional Services Agreement with J.H. Douglas and Associates

FIRST AMENDMENT TO J.H. DOUGLAS & ASSOCIATES CONTRACT SERVICES AGREEMENT

THIS FIRST AMENDMENT TO J.H. DOUGLAS CONTRACT SERVICES AGREEMENT ("**First Amendment**") is made and entered into this 24th day of June 2014, by the CITY OF BANNING ("City"), a public body, corporate and politic and J.H. Douglas & associates ("Consultant"). City and Consultant are occasionally referred to individually as a "party" and collectively as the "parties".

RECITALS

A. On December 5, 2012, the parties entered into a Contract Services Agreement (the "**Original Agreement**") by which the consultant agreed to provide the services to complete the City of Banning Housing Elements for the periods of 2008-2014 and 2013-2021 particularly depicted in Exhibit "A" to this Agreement.

B. Whereas during the performance of this agreement, there were unanticipated services including additional public hearings at the Planning Commission and City Council for the adoption of the 2013-2021 Housing Element which required the consultant to attend the hearings and provide staff reports, respond to questions raised at the public hearings, and revise the housing element.

C. Whereas the City Council adopted the 2013-2021 Housing Element on January 28, 2014 and on January 30, 2014 staff submitted the adopted Housing Element for review and certification by the State Housing and Community Development (HCD).

D. Whereas the City received additional comments from the State HCD on May 1, 2014 regarding the requirements to establish an Affordable Housing Overlay zone on parcels that were previously zoned High Density Residential-20 (HDR-20) under the 2008-2014 Housing Element that would allow a density increase from 20 units/acre to 24 units/acre only for projects that reserve 20% of units for lower-income households.

E. Whereas the State HCD comments require the preparation of additional staff reports, attendance at the public hearings before the Planning Commission and the City Council, and amendment to the adopted Housing Element and Zoning Ordinance.

NOW, THEREFORE, the parties agree that the Agreement shall be revised pursuant to the following terms of this Amendment:

1. Recitals. The foregoing Recitals are acknowledged by the Parties as true and correct and are hereby incorporated into the terms of this Amendment by this reference.

2. Approval.

a. Section 1.1 is hereby amended to include the additional work/revised scope of services and costs for an additional $11,750.00 for a total contract not to exceed $35,730.00.

b. Item I of Exhibit "C" shall be amended to include "Exhibit "C-1" for the additional services that were completed above the existing scope of work and those that will be completed for certification of the 2013-2021 Housing Element.

c. Section V of Exhibit C shall be amended to include an additional compensation of $11,750.00 for a total contract not to exceed $35,730.00.

3. Remaining Provisions of the Original Agreement. Except as expressly provided in this First Amendment, all other provisions of the Agreement, shall remain in full force and effect.

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

By: _____
Deborah Franklin, Mayor
City of Banning

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

By: _____
David J. Aleshire, City Attorney
ALESHIRE AND WYNDER, LLP

"Consultant"

By: _____

Name: John H. Douglas, AICP

Exhibit "C-1"
AMENDED COMPENSATION

Only the following sections of Exhibit "C" are amended. The remaining sections of Exhibit C still applies.

I. The contractor shall perform the following services.

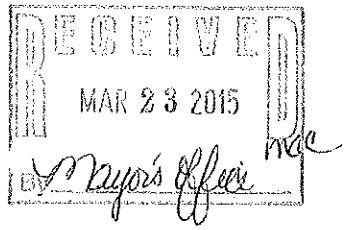
Description	Hours	Cost
Work completed:		
Prepare for & attend 9/30/2013 PC meeting	12	1,500
Prepare for & attend 10/22/2013 CC meeting	12	1,500
Prepare for & attend 1/2/2014 PC meeting	12	1,500
Prepare for & attend 1/14/2014 CC meeting	12	1,500
Prepare CEQA Addendum-2013 Housing Element	4	500
Subtotal	52	$6,500
Proposed additional work:		
Prepare GPA resolution and zoning ordinance	8	1,000
Prepare CEQA Addendum	4	500
Prepare for & attend June 10 CC meeting	4	500
Prepare for & attend PC and CC hearings (1 each)	24	3,000
HCD coordination	2	250
Subtotal	38	$5,250
Total Labor	90	$11,750
Hourly Rate	$125	

V. The total compensation for the additional services shall not exceed $11,750.00 for a total contract cost of $35,730.00.

Attachment 6

Letter from the State dated March 19, 2015 Adopting Housing Element (2013-2021)

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY EDMUND G. BROWN JR., Governor
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



March 19, 2015

Ms. Debbie Franklin, Mayor
City of Banning
P.O. Box 998
Banning, CA 92220

Dear Ms. Franklin:

RE: City of Banning's 5th Cycle (2013-2021) Adopted Housing Element

Thank you for submitting Banning's housing element adopted December 9, 2014 which was received for review on January 20, 2015. Pursuant to Government Code (GC) Section 65585(h), the Department is reporting the results of its review.

The Department is pleased to find the adopted housing element in full compliance with State housing element law (GC, Article 10.6). The adopted element addresses the statutory requirements described in the Department's May 1, 2014 review. The Department's finding was based on, among other reasons, successful implementation of Program 5 to adopt the Affordable Housing Opportunity Overlay Zone which identifies adequate sites to accommodate housing need for lower-income households.

Please note the City of Banning now meets specific requirements for several State funding programs designed to reward local governments for compliance with State housing element law. For example, the Housing Related Parks Program includes housing element compliance as a threshold requirement. Please see the Department's website for specific information about these and other State funding programs at http://www.hcd.ca.gov/hpd/hrc/plan/he/loan_grant_hecompl011708.pdf.

The Department appreciates the cooperation provided by City officials, staff, and the City's consultant, Mr. John Douglas. The Department wishes the City of Banning success in implementing its housing element and looks forward to following its progress through the General Plan annual progress reports pursuant to GC Section 65400. If the Department can provide assistance in implementing the housing element, please contact Melinda Coy, of our staff, at (916) 263-7425.

Sincerely,

Glen A. Campora
Assistant Deputy Director

Attachment 7

Memorandum regarding state Housing Element requirements and the RHNA process

J. H. Douglas & Associates
Planning Consultants

MEMORANDUM

DATE: January 16, 2015

TO: Brian Guillot, Acting Community Development Director

FROM: John Douglas

SUBJECT: Housing Element and RHNA

This memo summarizes and clarifies the issues discussed in our phone conversation with Mayor Franklin on January 14, 2015. The purpose of the conversation was to explore options for addressing issues related to the RHNA process and state Housing Element requirements.

Overview

State law requires each city to update the Housing Element of its General Plan every eight years. The 5th Housing Element "cycle" in the SCAG region covers the period 2013-2021. An important Housing Element requirement is to identify adequate sites with appropriate zoning that could accommodate the city's Regional Housing Needs Assessment (RHNA) allocation.

Banning RHNA Allocation

In the 4th Housing Element cycle (2008-2013) Banning was assigned a RHNA allocation of 3,841 units, and for the 5th cycle (2013-2021) the RHNA allocation was 3,792 units, distributed among income categories as follows:

Income Category	4th Cycle (2008-2013)	5th Cycle (2013-2021)
Very Low (<50% AMI)	873	872
Low (51-80% AMI)	618	593
Moderate (81-120% AMI)	705	685
Above Moderate (>120% AMI)	1,645	1,642
Total	3,841	3,792

13142 Rosalind Drive, Santa Ana, CA 92705
Tel: 714.628.0464 e-mail: John@JHDPlanning.net

While Banning has a substantial amount of vacant land that could accommodate housing development, the past two RHNA allocations seem inappropriately high given the city's distance from major employment centers, local housing demand, and regional growth trends. Under Senate Bill 375 of 2008, RHNA allocations must be aligned with regional transportation plans to encourage housing development near jobs in order to reduce vehicle trip lengths and greenhouse gas emissions. Banning's allocation of nearly 4,000 units seems inconsistent with state and regional growth policies when compared to other cities such as Corona (770 units) and Norco (818 units) that are much closer to employment centers.

RHNA allocations are important because state law requires cities to designate sufficient land for high-density housing to fully accommodate allocated growth needs for lower-income housing. If a city does not have sufficient land with appropriate zoning to accommodate the RHNA allocation for very-low- and low-income housing, rezoning is required to increase development capacity at suitable densities.

State "Default Density" for Lower-Income Housing

State law identifies "default densities" that are considered appropriate to facilitate lower-income housing development. In metropolitan areas such as the SCAG region, the default density is 30 units/acre for cities with populations over 25,000 as reported in the most recent decennial Census. For cities with less than 25,000 residents the default density is 20 units/acre. State law gives the Department of Housing and Community Development (HCD) authority to approve densities of less than 30 units/acre to accommodate the lower-income RHNA allocation if cities can demonstrate to HCD's satisfaction that such densities are sufficient to facilitate development of lower-income housing without subsidies. In some areas of the Inland Empire, including Banning, HCD has allowed a reduced density of 24 units/acre to satisfy lower-income RHNA allocations.

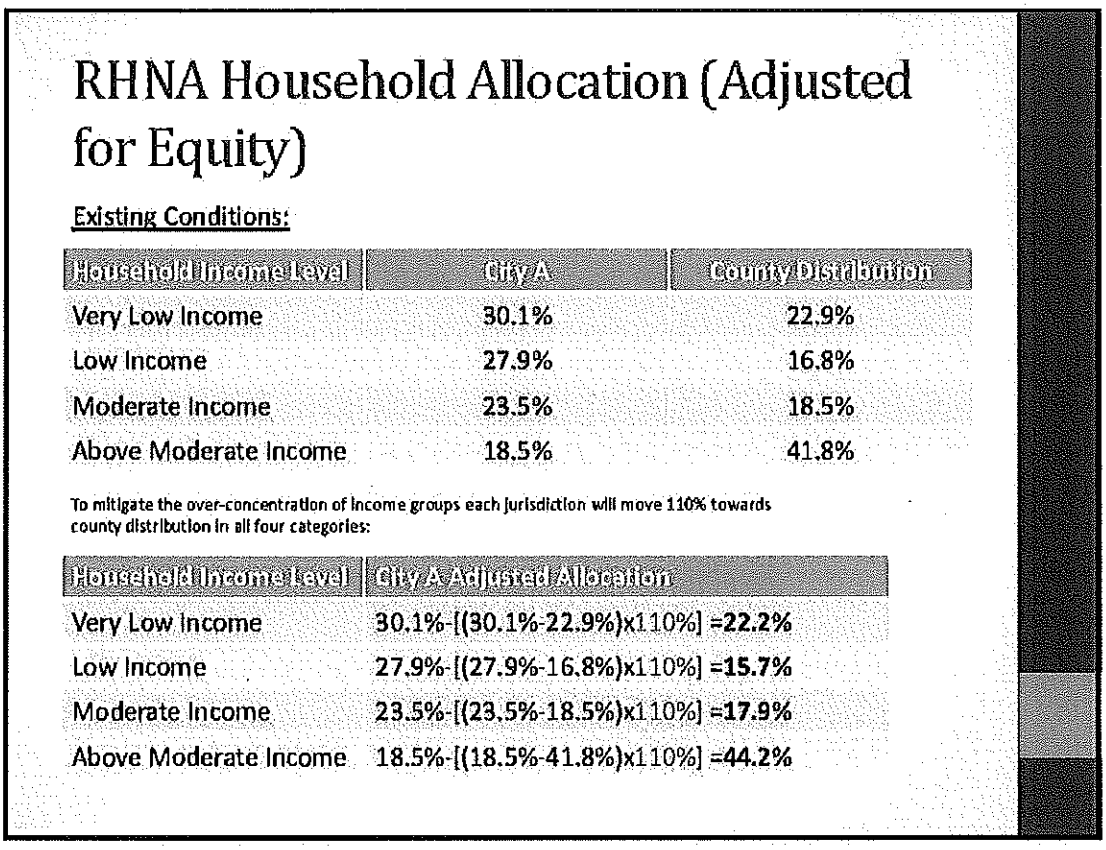
In the 4th Housing Element cycle, Banning was unable to identify sufficient sites with high-density zoning to accommodate its lower-income RHNA allocation of 1,491 units, and the city was required to rezone several sites to increase the allowable density. HCD determined that a density of 24 units/acre must be allowed in order to facilitate lower-income housing development.

RHNA Methodology – Income Distribution and Equity

A concern expressed by the City Council is that since Banning already has a disproportionate share of lower-income housing, the RHNA process exacerbates the situation by assigning additional lower-income housing need to the city.

In preparing RHNA allocations, regional planning agencies such as SCAG are required to follow policy guidance set forth in state law. One of the requirements is to seek to reduce the concentration of lower-income households in jurisdictions that already have a disproportionately high share of households is that category, as compared to the countywide income distribution. [Government Code Sec. 65584(d)(4)]

SCAG's RHNA methodology for both the 4th and 5th cycles included an equity adjustment of 110% toward the county income distribution. The following chart was prepared by SCAG staff to illustrate this concept:



RHNA Household Allocation (Adjusted for Equity)

Existing Conditions:

Household Income Level	City A	County Distribution
Very Low Income	30.1%	22.9%
Low Income	27.9%	16.8%
Moderate Income	23.5%	18.5%
Above Moderate Income	18.5%	41.8%

To mitigate the over-concentration of income groups each jurisdiction will move 110% towards county distribution in all four categories:

Household Income Level	City A Adjusted Allocation
Very Low Income	30.1%-[(30.1%-22.9%)x110%] =**22.2%**
Low Income	27.9%-[(27.9%-16.8%)x110%] =**15.7%**
Moderate Income	23.5%-[(23.5%-18.5%)x110%] =**17.9%**
Above Moderate Income	18.5%-[(18.5%-41.8%)x110%] =**44.2%**

One of the assumptions inherent in the RHNA process is that cities should facilitate new housing development to accommodate projected population growth, and that the income characteristics of new residents will be similar to existing residents. While SCAG's policy of adjusting RHNA allocations by a factor of 110% does result in a reduced lower-income allocation to cities that already have a disproportionate share of lower-income residents, this policy does not fully address the concerns expressed by less affluent communities. However, this issue has been debated by SCAG's policy committees for several decades and

there has not been consensus to further reduce the lower-income RHNA shares since it is a "zero sum game" – any reduction in lower-income allocations to one jurisdiction must be offset by an increased allocation to another jurisdiction.

Recommendations

1. SCAG Growth Forecast and RHNA

State Housing Element and RHNA requirements have a major impact on local land use planning and development. Regional planning agencies such as SCAG have responsibility for preparing a RHNA, which must be consistent with the regional growth forecast and transportation plans. As a result, the growth forecast is the major factor in determining a city's RHNA.

Under current state law, the next RHNA and Housing Element update process for the "6th cycle" will formally begin in the 2018/2019 timeframe. However, SCAG is now working on the 2016 growth forecast and Regional Transportation Plan (RTP), and it is important that cities continuously participate in this process to ensure that their interests are considered. The adopted 2016 growth forecast will have a major influence on the 2020 growth forecast.

While the RHNA income distribution and equity issue affects less affluent jurisdictions like Banning, it seems unlikely that substantial changes to current policy would be approved by SCAG's committees and Regional Council. Therefore, it is recommended that the City's efforts focus on the growth forecast.

Recommendation #1

Continue to actively participate in SCAG's regional planning process, including the development of each growth forecast, RTP and RHNA. Work closely with SCAG staff to ensure that each forecast and RHNA update reasonably reflects the City's local policies and conditions.

2. State Housing Element Law – Default Densities

As discussed above, the default density for Riverside County jurisdictions with 25,000+ population is 30 units/acre. In the past, HCD has approved densities of 24 units/acre as sufficient to facilitate lower-income housing development, but this policy could change in future Housing Element cycles.

In 2014 the state legislature approved AB 1537, which reduced the default density for some jurisdictions in Marin County from 30 to 20 units/acre. If a similar bill were passed for Riverside County, Banning's default density could also be reduced to 20 units/acre. While it is difficult to predict the likelihood of success of new legislation, it may be worthwhile to explore this issue.

Recommendation #2

Work cooperatively with other jurisdictions and WRCOG to explore the possibility of a legislative proposal similar to AB 1537 for jurisdictions in Riverside County.

CITY COUNCIL AGENDA

DATE: **June 23, 2015**

TO: **City Council**

FROM: **Brian Guillot, Acting Community Development Director**

SUBJECT: **Resolution No. 2015-59, "Approving the Third Amendment to the Contract Services Agreement between City of Banning and Romo Planning Group, Inc."**

RECOMMENDATION: That the City Council:

I. Adopt Resolution No. 2015-59 (Attachment 1) approving the Third Amendment to Temporary Planning Services to include additional compensation in the amount not to exceed, One Hundred Fifty Thousand Four Hundred Dollars ($150,400.00).

JUSTIFICATION: In order to continue planning services for the public it is necessary to amend the Professional Services Agreement with Romo Planning Group Inc. for additional Temporary Planning Services (Attachment 2) in the amount not to exceed, One Hundred Fifty Thousand Four Hundred Dollars ($150,400.00) for FY 2016.

BACKGROUND:
On November 12, 2014, the City Council adopted Resolution No. 2014-73 (Attachment 3) approving the First Amendment to the existing Professional Services Agreement with the Romo Planning Group (Attachment 4). This amendment was requested as a result of staff vacancies within the Community Development Department. From a procedural manner, an informal request for proposals for interim planning services was sent to the consulting firms that were under contract with the City at that time. These firms included PlaceWorks, Romo Planning Group, and Willdan. The urgency and necessity for the additional staff support has been due to the critical need to process an increased number of discretionary land use entitlement applications while at the same time maintaining the public counter customer assistance services and completing the increased number special assignments within the Planning Division.

Since November 19, 2014, Oliver Mujica has been serving as the Contract Planner under the existing Contract Services Agreement on behalf of the Romo Planning Group. There continues to be a need for these contract services into the next fiscal year.

The table below provides a summary of the staffing expenditures, to date, plus the projected expenditures for the remainder of this fiscal year:

FY15	Week 1	Week 2	Week 3	Week 4	Week 5	Total Hours	Hourly Rate	Amount Billed
November, 2014	0	0	18	36	0	54	$80.00	$4,320.00
December, 2014	36	27	36	27	27	153	$80.00	$12,240.00
January, 2015	0	36	36	36	36	144	$80.00	$11,520.00
February, 2015	36	36	27	36	0	135	$80.00	$10,800.00
March, 2015	36	36	36	36	18	162	$80.00	$12,960.00
April, 2015	18	36	36	36	36	162	$80.00	$12,960.00
May, 2015	0	36	36	36	27	135	$80.00	$10,800.00
June, 2015	36	36	36	36	18	162	$80.00	$12,960.00
Total FY15 Budget	**162**	**243**	**261**	**279**	**162**	**1,107**		**$88,560.00**

In order to maintain the existing level of service to the community at the public counter, continue the efficiency of the day-to-day Planning Division functions, manage the anticipated workload of discretionary land use entitlement applications, and address and resolve on-going special assignments within the Community Development Department.

FISCAL DATA: Staff respectfully requests approval of additional funding in the amount of $150,400.00 which is necessary in order to cover additional planning services through FY 2016.

It should be noted that, according to the City's Finance Department, the annual compensation (salary and benefits) for a full-time Associate Planner is approximately $127,000.00.

RECOMMENDED BY:

Brian Guillot
Acting Community Development Director

APPROVED BY:

Dean Martin
Interim City Manager
Interim Administrative Services Director

ATTACHMENTS:

1. Resolution No. 2015-59
2. Third Amendment to the Professional Services Agreement with Romo Planning Group Inc.
3. Resolution No. 2014-73
4. First Amendment to the Professional Services Agreement with the Romo Planning Group, Inc.

Attachment 1
Resolution No. 2015-59

RESOLUTION NO. 2015-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN CITY OF BANNING AND ROMO PLANNING GROUP, INC.

WHEREAS, on November 12, 2014, the City Council adopted Resolution No. 2014-73 approving the First Amendment to the existing Professional Services Agreement with the Romo Planning Group for Additional Planning Services; and

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

WHEREAS, since November 19, 2014, Oliver Mujica has been serving as the Contract Planner under the existing Contract Services Agreement on behalf of the Romo Planning Group, Inc.

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

SECTION 1. The Council approves Amendment #3 to the Professional Services Agreement with Romo Plannig Group, Inc. for additional funding in the amount of $150,400.00.

SECTION 2. The Interim City Manager is authorized to execute the Third Amendment to the Professional Services Agreement with Romo Planning Group, Inc. in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 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. 2015-59 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 23rd day of June, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

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

Attachment 2

Third Amendment to the Professional Services Agreement with Romo Planning Group

AMENDMENT #3 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT #3 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF BANNING** ("City") and **Romo Planning Group, Inc.**, a California corporation ("Consultant") is effective as of the 23rd day of June, 2015.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 9, 2013 ("Agreement") on whereby Consultant agreed to provided Consultant Services Related to Rancho San Gorgonio Project Manager and Agreement for Contractual Services dated November 13, 2014 on whereby Consultant agreed to provide Temporary Planning Services for the City of Banning.

B. City and Consultant now desire to amend the Agreement to include additional compensation for additional services in the amount not to exceed, One Hundred Fifty Thousand Four Hundred Dollars ($150,400.00) and revise the scope of Scope of Work and tasks are modified and revised to include the following: additional temporary planning services as further described in Exhibit A-1.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) Scope of Services (Exhibit A-1): Exhibit "A" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "A-1".

(b) Compensation (Exhibit C-1): Exhibit "C" to the Agreement is hereby amended to include the additional compensation as provided in the attached Exhibit "C-1".

(c) Schedule (Exhibit D-1): Exhibit "D" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "D-1".

These exhibits do not amend the existing exhibits but pertain to the additional services performed hereunder.

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.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant 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.

Consultant 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 tie or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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.

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

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

_____
Lona N. Laymon, Assistant 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.

EXHIBIT "A-1"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

A. RPG staff will serve in the capacity of an interim Associate Planner to assist the Community Development Director with all daily tasks necessary to assist staff with the general public, provide counter coverage, process minor and major land use entitlement projects, and perform all duties pertaining to the Associate Planner position as called out in the City of Banning Associate Planner job description (Job Code: 3020).

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceeding the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

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. N/A

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. Oliver Mujica – to serve as the interim Associate Planner.

B. Marie Guilliam – to serve as back-up interim Associate Planner as City staff determines to be necessary.

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

II. 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.

III. The total compensation for the Services shall not exceed $ 150,400.00, as provided in Section 2.1 of this Agreement.

IV. Consultant's billing rates for Services are attached as Exhibit C-2.

EXHIBIT "C-2"

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

Associate Planner

Classification/Personnel	Hourly Rate
Associate Planner - Oliver Mujica	$80.00
Back-up Associate Planner - Marie Gilliam	$80.00

	NUMBER OF HOURS							
FY16	Week 1	Week 2	Week 3	Week 4	Week 5	Total Hours	HRLY RATE	AMOUNT
July, 2015	20	36	36	36	36	164	$ 80.00	13,120.00
August, 2015	36	36	36	36	9	153	80.00	12,240.00
September, 2015	27	27	36	36	27	153	80.00	12,240.00
October, 2015	9	36	36	36	36	153	80.00	12,240.00
November, 2015	36	27	36	27	9	135	80.00	10,800.00
December, 2015	27	36	36	27	27	153	80.00	12,240.00
January, 2016	36	36	36	36	36	180	80.00	14,400.00
February, 2016	39	36	27	36	9	147	80.00	11,760.00
March, 2016	30	36	36	36	36	174	80.00	13,920.00
April, 2016	9	36	36	36	36	153	80.00	12,240.00
May, 2016	36	36	36	36	9	153	80.00	12,240.00
June, 2016	18	36	36	36	36	162	80.00	12,960.00
Total FY16 Budget	**323**	414	423	414	**306**	**1,880**		**$ 150,400.00**

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform Services on an on-call basis as set forth in Exhibit A.

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

The schedule of performance for additional work will be determined based on the need for specific items as necessary and requested by the Director of Community Development or his designee. Additional services shall be completed by June 30, 2016.

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

Attachment 3
Resolution No. 2014-73

RESOLUTION NO. 2014-73

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 PLANNING SERVICES

WHEREAS, Planning Division of the Community Development Department processes entitlement applications and permits, provides current and advanced planning services, and provides other related services to the public; and

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

WHEREAS, the City currently contracts with Romo Planning Group for professional project management services for the Rancho San Gorgonio Specific Plan processing; 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 First Amendment to the Contract Services Agreement with Romo Planning Group, Inc. for additional planning 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 12th day of November, 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

Lona N. Laymon, Assistant City Attorney
Aleshire and Wynder, LLP.

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-73 was duly adopted by the City Council of the City of Banning at a special meeting thereof held on the 12th day of November, 2014, by the following vote, to wit:

AYES:	Councilmembers Miller, Peterson, Welch, Westholder, Mayor Franklin
NOES:	None
ABSENT:	None
ABSTAIN:	None

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

Attachment 4

First Amendment to the Professional Services Agreement with the Romo Planning Group, Inc.

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

THIS FIRST 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 13rd day of November 2014.

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 Planning 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 temporary planning services in accordance with Exhibit "A".

Section 2. Article 2.1 Contract Sum is amended to add temporary planning services in accordance with Exhibit "C" 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.

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

Section 3. Article 2.3 Reimbursable Expenses is amended for temporary planning 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 tie 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 not 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: _____
Homer Croy, 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 Lomitas Way
Covina, CA 91724

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

CITY OF BANNING

By: _____
Homer Croy, 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: _____
Elizabeth Romo, Secretary
Address: 2560 N. Los Lomitas Way
Covina, CA 91724

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ADDENDUM TO EXHIBIT "A"

SCOPE OF SERVICES

RPG (a.k.a., contractor) is currently providing project management services for the San Gorgonio Specific Plan as an extension of City staff. In addition to these services, RPG staff will serve in the capacity of an interim Associate Planner to assist the Community Development Director with all daily tasks necessary to assist staff with the general public, provide counter coverage, process minor and major land use entitlement projects, and perform all duties pertaining to the Associate Planner position as called out in the City of Banning Associate Planner job description (Job Code: 3020).

RPG will utilize the following personnel to accomplish the Services:

A. Reuben Arceo – to serve as the interim Associate Planner while maintaining role as San Gorgonio Specific Plan Project Manager; and

B. Marie Gilliam – to serve as back-up interim Associate Planner as City staff determines to be necessary.

ADDENDUM TO EXHIBIT "C"

COST PROPOSAL

For services pertaining to the position of Associate Planner, RPG proposes the following rates:

Associate Planner

Classification / Personnel	Hourly Rate
Associate Planner – Reuben Arceo	$80.00
Back-up Associate Planner – Marie Gilliam	$80.00

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CITY COUNCIL AGENDA
CONSENT ITEM

Date: **June 23, 2015**

TO: **City Council**

FROM: **Alex Diaz, Chief of Police**

SUBJECT: **Approve contract between the Banning Unified School District and the City of Banning for assignment of a School Resource Officer (SRO) at Banning High School and Nicolet Middle School for the 2015-16 school year.**

RECOMMENDATION: "The City Council approves entering into a contract between the Banning Unified School District and the City of Banning, which will provide a School Resource Officer (SRO) at Banning High School and Nicolet Middle School during the school year."

JUSTIFICATION & BACKGROUND: For the past 14 years, the Banning Unified School District has paid 70% of a police officer's salary for the services of a School Resource Officer. Mr. Robert Guillen, the Banning Unified School District Superintendent, has indicated the BUSD Board of Education is set to approve the funding this June for the coming school year's SRO program. The contract requires the Banning Unified School District to pay $121,514 during fiscal year 2015-16 to cover 70% of the SRO's annual cost.

Duties of the SRO include, but are not limited to, assisting in the development and implementation of school security programs, helping school staff with student counseling, assist with supervision during school activities, enforce criminal laws through investigations, and work with the Riverside County Probation Department, Youth Accountability Team (Y.A.T.), and social services in investigations where students are involved. The SRO will share his/her time between Banning High School and Nicolet Middle School, per school district's request.

STRATEGIC PLAN INTEGRATION: The SRO program enhances the City's and Police Department's image while providing a safer environment for students, parents, and school staff to learn and work.

FISCAL DATA: The remaining 30% of the officer's salary is already accounted for in the City's budget during the next fiscal year. Subsequently, there are no additional costs to the City for providing the SRO to the Banning Unified School District. The City Manager is authorized to sign the contract between the BUSD and the City for the noted SRO position. Additionally, the Finance Department is authorized to make the necessary budget adjustments related to this contract.

RECOMMENDED BY:

Alex Diaz
Chief of Police

APPROVED BY:

Dean Martin
Interim City Manager

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CITY COUNCIL AGENDA
CONSENT ITEM

Date: **June 23, 2015**

TO: **City Council**

FROM: **Alex Diaz, Chief of Police**

SUBJECT: **Resolution No. 2015-61. Authorize the purchase of two (2) 2016 Ford Fusion Sedans through National Auto Fleet Group under the National Joint Powers Alliance (NJPA) Contract in the amount of $43,356.**

RECOMMENDATIONS: "Adopt Resolution No. 2015-61 authorizing the purchase of two (2) Ford Fusion Sedans through the National Auto Fleet Group in an amount not to exceed $43,356, under the NJPA Contract #102811."

JUSTIFICATION: The requested vehicles will be used to replace two (2) unmarked 2007 Ford Crown Victoria units with excessive miles.

BACKGROUND: On June 16, 2015, the Banning Police Department acquired a "Piggy Back" bid for a 2016 Ford Fusion Sedan through the National Auto Fleet Group under the current NJPA Contact #102811. The quoted cost of the vehicle is $21,678, including taxes. See Addendum A, which includes a copy of the NJPA RFP, Award Letter, Annual Renewal of Agreement, and vehicle quote, dated June 16, 2015 for contract #102811. The combined cost for two (2) of the Ford Fusion Sedans is $43,356.

Due to a reduced number of Internal Affairs Investigations and Pitchess Motion filings this current fiscal year, the Banning Police Department's Professional Services Account (001-2200-421-33.11) has enough remaining funds to pay for one of these vehicles ($21, 678.) The second vehicle will be paid for with existing funds in the 2015 Supplemental Law Enforcement Services Allocation account.

FISCAL DATA: The funding for the purchase of these vehicles is currently available in the Police Department's existing budget and does not require any additional funding from the general fund.

RECOMMEND BY:

Alejandro Diaz
Chief of Police

APPROVED BY:

Dean Martin
Interim City Manager

RESOLUTION NO. 2015-61

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE PURCHASE OF TWO (2) 2016 FORD FUSION SEDANS IN THE AMOUNT OF $43,356.

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 vehicles.

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

SECTION 1. Authorizes the transfer of $21,678 from account 001-2200-421.33-11 to account 001-2200-421.90-52 for the purchase of one (1) 2016 Ford Fusion Sedan from National Auto Fleet Group in the amount of $21,678.

SECTION 2. Authorizes the transfer of $21,678 from account 148-2215-421.90-56 to account 148-2215-421.90-52 to purchase the second 2016 Ford Fusion Sedan from National Auto Fleet Group in the amount of $21,678.

SECTION 3. The Administrative Services Director is authorized to make the necessary budget adjustments related to this purchase.

PASSED, APPROVED, AND ADOPTED this 23rd day of June, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

Aleshire & Wynder, LLP
City Attorney

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-61 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of June 2015, by the following to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

National Joint Powers Alliance® (herein NJPA)
REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES

RFP Opening

October 28, 2011
8:00 AM Central TIME
At the offices of the
National Joint Powers Alliance®
200 First Street Northeast, Staples, MN 56479

RFP #102811

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to provide PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, Specifications and details of this RFP are available beginning September 6, 2011and continuing until October 4, 2011. Details and specifications may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until October 27, 2011 at 4:30 p.m. Central Time at the above address and opened October 28, 2011at 8:00AM Central Time.

The text above is the Public Notice to Proposers to be used by NJPA.

RFP Timeline

September 6, 2011 and September 13, 2011	• *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com*
October 4, 2011	◦ *Deadline for RFP requests*
October 7, 2011 AM Central	◦ *Pre-Proposal Conference (webcast – conference call)*
October 27, 2011 4:30 PM. Central	◦ *Deadline for Submission of Proposals*
October 28, 20118:00AM Central	◦ *Public Opening of Proposals*

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

RFP Procedures offers the methods for submitting questions.

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   A. Proposal evaluation process
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   C. Proposal evaluation criteria
   D. Cost Scoring Evaluation
   E. Product Testing
   F. Past performance information
   G. Waiver of formalities
8. POST AWARD OPERATING ISSUES
   A. Subsequent Agreements
   B. NJPA Member sign-up procedure
   C. Reporting of sale activity
   D. Audits
   E. Hub Partner
   F. Trade-Ins
   G. Out of Stock Notification
   H. Termination of a Contract resulting from this RFP
9. GENERAL TERMS AND CONDITONS
   A. Advertisement of RFP
   B. Advertising a Contract Resulting From this RFP
   C. Applicable law
   D. Assignment of Contract
   E. Proposers List
   F. Captions, Headings, and Illustrations
   G. Confidential Information
   H. Data Privacy
   I. Entire Agreement
   J. Force Majeure
   K. Gratuities
   L. Hazardous Substances
   M. Legal Remedies
   N. Licenses
   O. Material Suppliers and Sub-Contractors
   P. Non-Wavier of Rights
   Q. Protests of Awards Made
   R. Provisions Required by Law
   S. Public Record
   T. Right to Assurance
   U. Suspension or Disbarment Status
   V. Human Rights Certificate
   W. Severability
   X. Relationship of Parties
10. FORMS
    A,B,C,D,E,G,H,I
11. PRE-SUBMISSION CHECKLSIT
12. ATTACHMENT 1 (I&M Price Sheet)

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership includes states, cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of products/services which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

1.3.1 Subject to Approval of the Board: Any award of Contract made by an authorized NJPA Employee will be subject to such action by the NJPA Board of Directors.

1.4 NJPA currently serves over 30,000 member agencies. Both membership and utilization of NJPA Contracts continues to expand at exponential rates. The value of our Contracts driven to our Members is reflected in our growth.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at http://www.njpacoop.org/LEARN/About/Legal.html and clicking on that state at the bottom of the web-page.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for both Municipal buyers and their Vendors of products/services in two ways:

1.6.1 We **save the time and effort** of many municipal buyers bringing individual procurement proposals AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.6.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded Proposal is likewise exposed to thousands of potential Municipal purchasing units nationwide creating efficiency and savings to the business community as they sell products and services to government and education agencies.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

1.8 The collective purchasing power of thousands of NJPA Members nationwide offers the opportunity for volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10 The intent of this RFP is to award an Exclusive Single Award Contract to a qualifying manufacturer or distributor Proposer demonstrating a solution which meets and/or exceeds the requirements of NJPA and its Members within the scope of **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES**. Qualifying Proposers must be able to demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states. All proposals received will be evaluated based on (among several other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

1.11 NJPA desires a relationship with a vendor providing a broad array of equipment, products, supplies, accessories and services anticipated and generally requested and desired by NJPA members from the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** industry. Those products and services must include those most commonly used and desired by NJPA and its Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer such as a dealer/distributor if such action is in the best interests of NJPA and its Members.

1.13 Multiple Awards: Although it is NJPA's intent to award a contract to a single Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and its Members

1.14 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Proposal Review Committee and on the best interests of NJPA and its Members. NJPA is seeking a Prime, Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a proposal award and contract to be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA to its participating members.

1.15 Best Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best responsible and responsive Proposer(s) offering the best overall quality and selection of products/services and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Members.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members

reserve the right to obtain like goods and services solely from this Contract or from another contract source of their choice.

1.18 NJPA's interest in a contract resulting from this RFP: Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured there from.

1.19 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.19.1 Scope of Products/Serviees: NJPA desires a single provider for the broadest possible scope of the goods and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

1.19.2 Vendor use of sub-contractors in sourcing or delivering goods and services: NJPA desires a single source of responsibility for products/services proposed. Proposer's are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the goods and services being proposed. Vendor assumes all responsibility for the products/services and actions of any such Sub-Contractor.

E. SCOPE OF THIS RFP

1.20 Additional Definition for the scope of this solicitation.

1.20.1 In addition to **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,** this solicitation should be read to include:

1.20.1.1 OEM Production vehicles from the Manufacturer (OEM)

1.20.1.2 Alt Fuel Vehicles and Vehicles utilizing leading edge technologies.

1.20.1.3 Cab and Chassis Trucks

1.20.1.2 Dump Trucks, Service Bodies, Flat Beds.

1.20.1 NJPA reserves the right to limit the scope of this solicitation for market segments already being serviced by existing NJPA procurement contracts.

1.21 Solutions Based Invitation:

1.21.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member's needs and requirements with respect to the scope of this RFP.

1.20.2 With this intimate knowledge of NJPA and NJPA Member's needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.21.3 Multiple solutions to the needs of NJPA and NJPA Member's are possible. **Examples could include:**

1.21.3.1 Materials Only Solution: A Materials Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those materials being proposed.

1.21.3.2 Turu-Key Solutions: A Turn-Key Solution is combination of materials and services which provides a single price for materials, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.20.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Member's needs.

1.21.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide the CHOICE of an appropriately identified spectrum of technology solutions to NJPA and NJPA Member's needs both now and into the future.

1.22 Geographic Area to be Proposed: This RFP invites proposals to provide **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

1.23 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.24 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.25 Contract Term: A contract resulting from this RFP will become effective the date established in the "Offering and Award" (Form D). NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members

and the value of the awarded contract.

1.27 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

1.28 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific products/services proposals as a part of the award.

1.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR PRODUCTS/SERVICES BEING PROPOSED

1.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/services, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the products/services they propose will render equivalent functionality, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.31.2 Technical Descriptions/Specifications. Bidder's must supply **sufficient** information to:

- Demonstrate the Bidder's knowledge of industry standards, and
- identify the products and services being bid, and
- differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA, unduly enlarges the bid response may reduce evaluation points awarded on Form G.

1.32 Important note: NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested products and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Member's needs.

1.33 Commonly used Goods and Services: It is important that the products/services submitted are the products/services commonly used by public sector entities.

1.34 New Current Model Goods: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

1.35 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.36 Delivered and operational; Products offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.37 Warranty: The Proposer/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit, as a part of Tab 7, produet specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

1.38 Proposer's Warrants: The Proposer warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

G. CERTIFICATION – FIRM OFFER TO CONTRACT

1.39 By execution and delivery of a proposal, Proposer certifies:

1. The submission of the offer did not involve collusion or any other anti- competitive practices;
2. The Proposer/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The Proposer agrees to promote and offer to Members only those products/services and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

1.40 A response to this RFP is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products/services contained in and referenced to in this invitation.

1.41 All stated terms and conditions, expectations to include the goals, intent and scope of this RFP as described as a part of this RFP, are to be considered binding under the signatures of authorized parties and are part of the Contract.

H. PRE-PROPOSAL CONFERENCE

1.42 A Pre-Proposal Conference (Webcast – Conference Call) will be held at the date and time identified on the title page for this proposal.

1.43 An invitation with access instructions will be sent via e-mail to all inquirer's the morning following the deadline for proposal inquiries (the day before the conference).

1.44 The purpose for the conference is to allow for questions from the Potential Bidders AND to allow for input from the Potential Bidders regarding perceived improvements to this RFP.

I. DEFINITIONS

A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Proposer must exhibit the ability to offer an outstanding overall program and demonstrate the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this RFP.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 "Contract" as used herein shall mean cumulative documentation consisting of this RFP, an entire Proposer's response, and a fully executed "Acceptance and Award" pursuant to this RFP.

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER'S RESPONSE

2.8 A Proposer's Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

F. FOB

2.10 FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of goods purchased are transferred from Seller to Buyer. "FOB Destination" defines the transfer of responsibility for loss are transferred from Seller to Buyer at the Buyer's designated delivery point.

2.11 FOB does not identify whom is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

2. INSTRUCTIONS TO PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA

to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, Deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 200 1st ST NE Staples, MN 56479."

3.8 Format for bid response: All proposals must be physically delivered to NJPA® at the above address in the following format:

3.8.1 Hard copy Original signed, completed, and dated forms C,D, E, H, and I from this RFP,
3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,
3.8.3 Certificate of insurance verifying the coverage identified in this RFP,
3.8.4 Two complete copies of your response on A CD (Compact Disc) or flash drive containing completed Forms A,B,C,D,E,H, and I, and your statement of products and pricing together with all appropriate attachments

3.9 All Proposal forms must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening"**, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the

authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer's are responsible for checking directly with NJPA, or checking the NJPA website for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the Manager of Bids and Contracts of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing **"PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES** to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the RFP. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7^{th}) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.17 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.18 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current Proposals" and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the

signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

H. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.22 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

3.23 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal and must be tabbed under Tab 5.

3.24 Value added products/services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the products/services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

3.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the products/services they purchase. Please identify any "Green" characteristics of the goods and services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

3.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream eProcurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

I. CERTIFICATE OF INSURANCE

3.29 Proposer shall procure and maintain insurance which shall protect the Proposer and NJPA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Proposer shall procure and maintain the insurance

policies described below at the Proposer's own expense and shall furnish to NJPA an insurance certificate listing the NJPA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Proposer includes contractual liability coverage applicable to this Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all fifty United States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the NJPA.

3.30 Proposer is required to maintain the following insurance coverage's during the term of the NJPA Contract:
(1) Workers Compensation Insurance (Occurrence) with the following minimum coverage's: Bodily injury by accident--per employee $100,000; Bodily injury by disease--per employee $100,000; Policy limits $500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's: Bodily injury by accident--per employee $100,000; Bodily injury by disease--per employee $100,000; Policy limits $500,000.

(2) Commercial General Liability Policy per occurrence $1,000,000.

(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of $1,000,000.

3.31 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

3.32 Within ten (10) days of contract award, the Proposer must provide NJPA with two (2) Certificates of Insurance. Certificates must reference NJPA RFP 102811 by number.

J. ORDER PROCESS AND/OR FUNDS FLOW

3.33 Please propose an order process and funds flow in Tab 6 for your proposal. Please choose from one of the following:

3.33.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

3.33.3 Other: Please fully identify.

K. ADMINISTRATIVE FEES

3.34 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.34.1 Calculated as a percentage of the dollar volume of all products/services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.34.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.34.3 Set based on the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this RFP.

3.34.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.35 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire, and submitted in Tab 9 of your response.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of products/services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.
4.2 RFP is an "Indefinite Quantity Product/Service Price Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/service to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 9, and copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the products/services and being supplied must always be disclosed at the time of purchase.

4.4 **Primary Pricing/Secondary Pricing Strategies-** All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "~~Percentage Discount from Catalog Pricing~~," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies including "Hot List," "Sourced Goods," and "Volume Discounts," as well as financing options such as leasing.

4.5 Government Price Assistance- It is understood that a component of the pricing to be offered to this solicitation is "Government Price Assistance" from the respective OEM manufacturers. Prices quoted on vehicles including "Government Price Assistance" are available only to NJPA Members qualifying for "Government Pricing Assistance".

4.5.1 For NJPA Members not qualifying for "Governmental Price Assistance" (Non-Profits for example) all other manufacturer rebates applicable at the time of delivery.

A. LINE-ITEM PRICING

4.6 **Line-Item pricing-** A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products and/or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products and prices are individually identified, however Proposers with a large number of products to propose may find this method cumbersome. In these situations, a ~~percentage discount~~ from catalog or category pricing model may make more sense.

4.7 **Format:** Line Item vehicle pricing for this RFP must be submitted using attached "Price Form P1". The intent here is to describe and price a "Base" vehicle in each of eight classes AND also offer, on an ala carte basis, options (both Manufacturer Options and Dealer Options) to customize each vehicle offered.

4.8 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Proposal Review Committee and members.

4.9 Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items in each Proposer's proposal.

4.10 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products and services.

4.11 All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.12 Proposers are asked to provide both a "List" price as well as a "Proposed Contract Price" in their pricing matrix. "List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts

B. MASS PRODUCED PRODUCTION VEHICLES

4.13 Original Equipment from the Manufacturer (OEM) mass production vehicles will be priced using the pricing sheets attached as "Attachment P" and executed according to the instructions contained on the first tab of that attachment.

C. ALL OTHER VEHICLES AND ACCESSORIES.

4.14 Please use the general descriptions for "Line Item Pricing". A format is not specified for these items beyond those provided in "Line Item Pricing". Please use a format which fully identifies and prices the goods and services being offered.

D. TAX AND OTHER CREDITS.

4.15 Tax and other credits accruing to the vehicle being purchased which are not applicable to an NJPA Member will accrue to the benefit of the Awarded Contractor.

E. HOT LIST PRICING

4.16 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted in hard copy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing a "Hot List" of products/services is optional. Products/services may be added or removed from the "Hot List" at any time provided that current "Hot List" prices are provided to NJPA at all times.

4.17 Hot List pricing when applicable may also be used to discount and liquidate close-out and discontinued products/services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.18 Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/service descriptions and Pricing with NJPA.

E. CEILING PRICE

4.19 Proposal pricing is to be established as a ceiling price. At no time may the proposed products/services be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of an NJPA Member.

4.20 Allowable specific needs may include certain purchase volume considerations or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS

4.21 Proposers are free to offer volume discounts from the quantity-of-one pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.22 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

4.23 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

G. SOURCED GOODS

4.24 NJPA and NJPA Members may, from time to time, request goods and/or products/services within the scope of this RFP which are not included in an awarded Vendor's line-item product /service listing or "list or catalog" known as Sourced Goods.

4.25 An awarded Vendor resulting from this RFP may "Source" these products/services for NJPA or NJPA Member to the extent they:

4.25.1 Include in their bid response a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and
4.25.2 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA Member.

4.25.3 Provide "Sourced Goods" only to the extent that they are incidental to the total transaction being contemplated.

H. COST PLUS A PERCENTAGE OF COST

4.26 Except as provided in "Sourced Goods" above, cost plus a percentage of cost as a primary pricing mechanism is not desirable.

I. TOTAL COST OF ACQUISITION

4.27 The Total Cost of Acquisition for the products/services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be disclosed in the Proposer's Response including but not limited to:

- The capitalized cost of the listed products/services being proposed,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the

products/services being proposed.

- The cost of delivery, setup and installation (where applicable) of the products/services and any accessories being proposed.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products/services being proposed and making it operational at the purchaser's site.

4.28 The Total Cost of Acquisition is to be stated "As Proposed." As an example, a materials only proposal, or portions of proposals, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key proposal must include the total costs to be incurred in the process of delivering that combination of products/services.

J. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

4.29 Requests for product, service, and price additions, deletions, or changes must be made in written form and shall be subject to approval by NJPA.

4.30 New products/services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those products/services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new products/services generally include new updated models of products/services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.31 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.32 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.33 Documenting the "Best Interests of NJPA and NJPA Members" when out-dated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.34 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter.

4.35 NJPA's intent here is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA is requiring it in this format.

K. REQUESTING PRICING CHANGES

4.36 Price Decreases: Requests for standard Contract price decrease adjustments (~~percentage discount increases~~) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is pretty easy when we are documenting price reductions.

4.37 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/services/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing products/services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new products/services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members.

4.37 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

L. PRICE AND PRODUCT CHANGES FORMAT

4.39 NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

4.39.1 A cover letter:

a. Please address the following subjects in your cover letter:

i. What product/service prices are changing?

ii. How much are the prices changing?

iii. Why are the prices changing?

iv. Any additions or deletions from the previous product list and the reason for the changes.

b. The specifics of the product/services and price changes will be listed in the excel spreadsheets indentified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.

i. If appropriate, **for example**, state, "All paper products/services increased 5 % in price due to transportation costs."

ii. If appropriate, for instance, state, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

4.39.2 An excel spreadsheet identifying all products/services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "[Vendor Name] pricing effective XX/XX/XXXX."

a. Include all products/services regardless of whether their prices have changed. By observing this convention we will:

i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

ii. Create a historical record of pricing.

M. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.40 Initially; and with each request for product addition, deletion, and pricing change; all

products/services and services available, and the prices for those products/services and services will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract.

4.41 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.42 All products/services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

4.43 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP.

N. PAYMENT TERMS

4.44 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services.

4.45 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposed. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
  - The index rate being adjusted; and
  - The "Purchase Option" at lease maturity ($1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Proposer and the Leasing Company

O. SALES TAX

4.46 Sales and other taxes and all applicable title transfer fees, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

P. SHIPPING AND SHIPPING PROGRAM

4.47 Shipping program for material only proposals, or sections of proposals, must be defined and tabbed under Tab 9 as a part of the cost of goods. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

4.48 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of "proposal pricing."

4.49 Additional costs for expedited deliveries or additional goods or services required by the end-user will be at the expense to the NJPA Member/End User.

4.50 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.51 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.52 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order goods may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will not be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 9.

4.53 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.54 Unless specifically stated otherwise in the "Shipping Program" of a Proposer's Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.55 Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the item of delivery, the goods shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

4.56 Vendor shall deliver Contract conforming products in each shipment and may not substitute products without approval from NJPA Member.

4.57 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.

4.58 Throughout the term of the Contract, Proposer agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged goods.

4.59 Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

Q. NORMAL WORKING HOURS

4.60 Prices quoted are for products/services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: An award of Contract resulting from this RFP is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor's door. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

5.1.2 Identify, in general, your national foot print and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force in terms of numbers and geographic distribution.

5.1.2.1 Identify whether your sales force are employees or independent contractors.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force gathered at national or regional events in the near future? Does you sales force have the ability to participate in webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

5.1.4 Identify your personnel involved in training.

5.1.4.1 NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

5.1.4.2 Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

5.2.1 identifies the value delivered in a competitively proposed national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual RFP's; and

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of

the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/services/services nationwide. Please demonstrate your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and publications.

5.4.2 Press releases and advertisements. Proposer will identify a marketing plan identifying their anticipated press releases, contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors are strongly encouraged to participate in cooperation with NJPA at the following NJPA embraced trade shows:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available products/services to current and potential NJPA Members. NJPA reserves the right to deem a proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA rollout this program to current and potential NJPA Members. NJPA requires the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA's website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and sales training programs involving both Vendor sales management and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and qualified NJPA Members.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment

to establishing that membership.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled **"PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES"** will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and bid opening identified on page one of this RFP. The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Review Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **"PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

7.2 NJPA reserves the right to use a "Cost Scoring Evaluation" through a product comparison process of like products/services. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

7.5 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Review Committee.

7.6 The procurement activities of the NJPA Proposal Review Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.7 Proposer's Responses received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.8 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.9 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non responsive.

7.10 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.11 The Proposal Review Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed bid with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.
5. Response's conformance to terms and conditions as described in the solicitation, including documentation.
6. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
7. Information from references and past performance information including past member approval.
8. Demonstrates that they offer the most current industry standard products/services and/or services.
9. Demonstrates financial stability and a favorable banking line of credit.
10. Demonstrates their products/services and/or services proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
11. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
12. Demonstrates the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support products/services offered to Members.
13. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded Contract.
14. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
15. Line-Item Pricing, in approved excel format, listing of all of the proposed products/services and warranty provisions with their associated units of costs.
16. Core List selection of products/services in Line-Item Pricing format
17. Hot List Pricing products/services in a Line-Item Pricing format (where applicable).
18. Contract Pricing submitted as requested to include core list or products/services, Line-Item Pricing and/or ~~Percentage Discount from published gov/ed price list or Catalog~~.

C. PROPOSAL EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply goods and services to meet the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.13 Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Proposer Information and Questionnaire.

7.14 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.15 The Proposer is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the equipment, service or related products offered.

7.16 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.17 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this RFP will be positively reviewed.

7.18 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.19 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.20 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately one of the factors taken into consideration in evaluation and award.

7.21 Evaluation of a Proposer's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.

16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.

7.22 **The** Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.23 Proposer's Financial Statements- The Proposer's financial statements are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.24 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.25 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been collusion among the Proposers.

7.26 **Overall Evaluation (FORM G)** - The NJPA Proposal Review Committee will evaluate proposal received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.27 **Bonus Evaluation Points**- Bonus evaluation points may be awarded by the NJPA Proposal Review Committee based on criteria identified as being both "optional" and "having additional value"

D. COST SCORING EVALUATION

7.28 NJPA reserves the right to use this process in the event the evaluation committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) products/services may be selected by the NJPA proposal Review Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket:" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

E. PRODUCT TESTING

7.30 NJPA reserves the right to request and test products/services and/or services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

F. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under

previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

G. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this RFP.

8.4 Asset Management Contracts: Asset Management type contracts can be initiated pursuant to a Contract resulting from this RFP at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this RFP; however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this RFP.

8.5 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified in this Contract.

8.6 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has tbe final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.7 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership

C. REPORTING OF SALE ACTIVITY

8.8 A report of the total gross dollar volume of all products/services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

D. AUDITS

8.9 During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products/services purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.10 Hub Partner: Where Applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions througb consultancy, Disadvantaged Business Entity Credits, or other considerations.

8.11 Hub Partuer Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

8.11.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction. and

8.11.2 To the extent that the he Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]".

F. TRADE-INS

8.12 Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.13 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of -stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of- stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.14 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products or provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA.

8.15 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.
Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.
Step 3: Issue letter to cancel Contract for cause.

8.16 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.17 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience,

without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.18 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.19 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.20 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.21 Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the website of "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync,

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with proposal regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law: All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products/services resulting from this RFP. All such laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.6 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.7 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.8 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.9 No right or interest in this Contract shall be assigned or transferred by the Proposer/Vendor without prior written permission by the NJPA. No delegation of any duty of the Proposer/Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vender. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

9.10 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. PROPOSERS LIST

9.11 NJPA will not maintain or communicate to a proposers list. All interested proposers must respond to the solicitation as a result of one of the methods of proposal advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.12 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. CONFIDENTIAL INFORMATION

9.13 If a Proposer wishes to withhold any part of its proposal from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. NJPA shall review the statement to determine whether the information shall be withheld. If NJPA determines to disclose the information, the Executive Director of NJPA shall inform the Proposer, in writing, of such determination prior to award of Contract to Proposer.

H. DATA PRIVACY

9.14 Proposer agrees to abide by all applicable STATE and FEDERAL laws and regulations including HIPPA concerning the handling and disclosure of private and confidential information regarding individuals. Proposer agrees to hold NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

9.15 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.16 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

J. FORCE MAJEURE

9.17 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of products/services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

K. GRATUITIES

9.18 NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer/Vendor or any agent or representative of the Proposer/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract.

L. HAZARDOUS SUBSTANCES

9.19 Proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

M. LEGAL REMEDIES

9.20 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

N. LICENSES

9.21 Proposer/Vendor shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business conducted by the Proposer/Vendor.

9.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered products/services to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested.

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.23 The apparent successful Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors when requested.

9.24 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for products/services and services provided by third party sourcing or service providers.

P. NON-WAIVER OF RIGHTS

9.25 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

Q. PROTESTS OF AWARDS MADE

9.26 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate state statutes of Minnesota. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. Identification f the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation.

R. PROVISIONS REQUIRED BY LAW

9.27 Proposer/Vendor agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

S. PUBLIC RECORD

9.28 All proposals submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Proposals may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

T. RIGHT TO ASSURANCE

9.29 Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

U. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer submitting a proposal has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

V. HUMAN RIGHTS CERTIFICATE

9.31 If Proposer is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a statement to that effect.

9.32 If Proposer is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Proposer must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Proposer's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.33 If Proposer is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

W. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this RFP.

X. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not

intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

PROPOSER QUESTIONNAIRE

Form A

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

1) Why did you respond to this RFP?
2) Provide a brief history of your company that includes its goals and philosophy.
3) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
4) How long has your company has been in the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,** industry?
5) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
6) For public companies, provide your most recent annual report to shareholders.
7) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.
8) Provide a discussion of licenses and certifications both required to be held, and actually held by your organization in pursuit of the commerce contemplated by this RFP.
9) Provide a discussion of licenses and certifications both required to be held, and actually held by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

Industry-Marketplace Successes

10) List and document recent industry awards and recognition.
11) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
12) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
13) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

Proposer's ability to sell and service nationwide.

14) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or

are they employees of a third party?

15) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?
16) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
17) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.
18) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)

Marketing Plan

19) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.
20) Describe your general marketing program strategy to promote the proposed Contract nationally.
21) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.
22) Describe your use of technology and the internet to provide marketing and product awareness.
23) Describe your perception of NJPA's role in marketing the partnership and your products/services.
24) Describe the unique quality of the products/services in your proposal in relationship to others available in the market.

Value Added Attributes

25) Describe any training programs available as options for members.
26) Describe technological advances your proposal products/services offer.
27) Describe your "Green" program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each.
28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.
29) Identify any other unique or custom value added attributes.
30) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.
31) Identify your ability and willingness to service Canada specifically and internationally in general.
32) Describe any unique distribution method employed in your proposal.

Payment Terms and Financing Options

33) Identify your payment terms. (Net 30, etc.)
34) Identify any applicable leasing or other financing options as defined herein.
35) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Warranty

36) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
37) Do all warranties cover all material and labor?
38) Do warranties impose usage limit restrictions?
39) Do warranties cover the technicians travel time to perform warranty repairs?
40) Please list any other limitations or circumstances that would not be covered under your warranty.
41) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

Other Cooperative Procurement Contracts Held

42) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Proposer.

43) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.
44) Identify any GSA Contracts held or utilized by the Proposer.
45) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

Products/Services and Pricing

46) Provide a general narrative description of the products/services and services you are offering in your proposal.
47) Provide a general narrative description of your pricing model identifying how the model works (line item ~~and/or percentage discount~~).
48) Propose a strategy, process, and specific method of facilitating "Sourced Goods" solution as defined herein.
49) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all products/services and being proposed. Provide a SKU number for each item being proposed.
50) Provide a "CORE LIST" of products/services (as anticipated and defined by Proposer to meet or exceed the NJPA members needs) as a separate and named spreadsheet. Include special pricing, if any, on these items.
51) Provide, if any, your volume rebate programs
52) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.
53) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are:
_____ a. The same as typically offered to an individual municipality or school district.
_____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
_____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.
(Your proposal will be considered "Non-Responsive" if this question is not answered.)
54) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
55) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
56) Identify the Proposer's proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

Authorized Signature (Same signature as on Proposal Affidavit Signature and Acceptance Form)

Form B

PROPOSER INFORMATION

Company Name: _____
Address: _____
City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager:

_____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SPECIFICATIONS REQUEST

Form C

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch. Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Please sign and date the bottom of each page of this document.

RFP Page Number	Section	Term, Condition, or Specification	Exception

Proposal Offering
And Acceptance and Award
RFP #102811

FORM D

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be _____, _____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
(Name printed or typed)

Title: ____Executive Director NJPA_____

Awarded this _____ day of _____ **Contract Number # 102811**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 102811**

PROPOSER ASSURANCE OF COMPLIANCE

Form E

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will posses prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and

4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and

6. If awarded a contract, the Proposer will provide the products/services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and

7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per this RFP, only new, unused and first quality products/services and services to designated NJPA Members, and

8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer

hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

Contact Person for Questions: _____ Phone: _____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____ , 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G. OVERALL EVALUATION AND CRITERIA

In accordance with accepted standards of competitive sealed proposal awards as set forth in the Minnesota Procurement Code, competitive sealed proposals/awards will be made to responsible Proposers whose proposals are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set for "Proposer Responsiveness." A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for:_____

For the Proposed Subject **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	75	
Pricing	300	
Industry and Marketplace Successes	50	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	75	
Value Added Attributes	75	
Invoicing Payment Terms and Financing Options	25	
Warranty Coverages and Information.	100	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0

Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders Dissadvantaged Business Entity Charactoristics	50	

Overall Evaluation Points	1100	0

Proposed

Reviewed by: _____ Its_____

_____ Its_____

FORM H **State Of Minnesota – Affirmative Action Certification**

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to** BOX C. **Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to** BOX C.
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to** BOX C. **Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – **For those companies not described in** BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to** BOX C.

BOX C – **For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ___ Date _____

Authorized Signature: _ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5th St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at http://www.dhs.gov/ximgtn/programs.

If any response to a solicitation is or could be in excess of $50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program
Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:
Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155
E-mail: MMDHelp.Line@state.mn.us
Telephone: 651.296.2600
Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Pre-submission Checklist

- Have you read and understood the RFP?
- Have you attended the Pre-Bid Conference for this RFP?
- Have you completed the questionnaire (Form A) to the best of your ability?
- Have you submitted pricing for all of the goods and services you offer within the scope of this RFP?
- Have you submitted a "Sourced Goods Multiplier?
- Have you packaged your bid submission identifying conspicuously "Competitive Bid Enclosed, Please hold for public opening XX-XX-XXX".
- Have you sent your package in sufficient time for physical delivery at 200 1st ST NE Staples, MN 56479 will occur prior to the deadline for delivery?
- Have you submitted original completed and executed forms C,D,E,H, and I from this RFP?
- Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A,B,C, D,E,H, and I in your proposal?

CORRECTED Addendum 083111

To that certain
RFP#112811
Issued by

The National Joint Powers Alliance®

For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

- The deadline for submission of proposals shall be extended from October 27, 2011 at 4:30 PM Central Time to November 17, 2011 at 4:30PM Central Time.
- The public opening of proposals received shall be extended from October 28, 2011 at 8:00 AM Central Time to November 18, 2011 at 8:00 AM Central Time.
- With respect to compliance with the general baseline specifications issued on the Excel pricing spreadsheet, please identify the compliant equipment you are proposing for the parameter identified and identify it as complaint. In the event you do not have a compliant option please identify the equipment you want to propose for the parameter identified and identify it as "Non-Compliant" with that specification.
- NJPA has moved. Please update all addresses. We have moved from 200 1st ST NE Staples, MN to 202 12 Street NE Staples, MN 56479. This change will affect and include the address for delivery of your proposal to NJPA.

Addendum 100511

To that certain
RFP#102811
Issued by

The National Joint Powers Alliance®
For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

The deadline for RFP Requests for this solicitation will be changed from Tuesday October 4, 2011 to Tuesday October 11, 2011.

Gregg Meierhofer 10-5-11

CORRECTED Addendum 101411

To that certain
RFP#112811
Issued by

The National Joint Powers Alliance®
For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

- The deadline for submission of proposals shall be extended from October 27, 2011 at 4:30 PM Central Time to November 17, 2011 at 4:30PM Central Time.
- The public opening of proposals received shall be extended from October 28, 2011 at 8:00 AM Central Time to November 18, 2011 at 8:00 AM Central Time.
- With respect to compliance with the general baseline specifications issues on the Excel pricing spreadsheet, please identify the compliant equipment you are proposing for the parameter identified and identify it as complaint. IN the event you do not have a compliant option please identify the equipment you want to propose for the parameter identified and identify it as "Non-Compliant" with that specification.
- NJPA has moved. Please update all addresses. We have moved from 200 1st ST NE Staples, MN to 202 12 Street NE Staples, MN 56479. This change will affect and include the address for delivery of your proposal to NJPA.

CORRECTED Addendum 101811

To that certain
RFP#112811
Issued by

The National Joint Powers Alliance®
For the procurement of:

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES.

Please read this solicitation to include the following:

QUESTION:

I will address the current situation for Government agency Members in the State of Washington alone, just to give you an idea of the complexity.

- Sales tax must be paid by (even State) Government agencies. In the case where the selling dealer is located in the state, the sales tax charged is applicable to that which is charged at the location of the selling dealer.
- Sales taxes vary by county (and, in some cases, by city...so it's actually by Zip Code!), and if the selling dealer is located outside the state, then the Member must pay the sales tax that is applicable at their site.
    - In the case of vehicles that are purchased but as yet not complete vehicles (such as, cab/chassis that must have a service body installed), the sales tax must include the completed vehicle. If a Member chooses to purchase the chassis from me, and have someone else complete the truck, sales tax cannot be determined/collected until the unit is complete.
    - In addition, the licensing cannot be completed until the completed unit is weighed, and a weight slip is included in the licensing app.
    - The only way a dealer might be able to take on these responsibilities would be to:
        - Add a fee to consider the cost of flooring these vehicles through this extra time the vehicle is "on their inventory books."
        - Add an additional fee for a business, such as RoadReady (www.roadreadyregs.com) to take care of all the complexities of this task, ensuring the dealer has not erred in the process of serving the Members. The cost of a service such as this is $105/vehicle, and we will have to consider this cost in the rendering of our bid.
- Licensing is typically carried out by the Member for their vehicles.

I would hazard a guess that every state has different sales tax and licensing policies...although Washington is decidedly complex.

I would suggest to you that the Members would be best served to take the responsibility for taking care of the sales tax (where due), and the licensing as well. The alternative is for the supplier to require that the Member indicate the sales tax

that will be due to their purchase, as well as the cost of licensing, with the understanding that if the actual cost incurred has a variance, they will be charged (or reimbursed) for any difference.

ANSWER:

You can make your proposal any way you want it to be, however you need to disclose your exceptions to the "total cost of acquisition" costs which are not included in your proposed pricing. Sales tax and licensing are to be included in the total cost of acquisition.

Prior to working for NJPA I worked in banking. In our bank was a leasing department where we leased equipment in the underground directional boring industry nationwide. To accomplish this we purchased software which ensured our compliance with state and local sales taxes and helped us file sales tax returns in every state in the nation. My point is that there are solutions out there for this problem. If you want to play on a national scale, this may be something you want to look into investing in.

With regard to the titling issues, a motor vehicle, designed for use on a roadway, which cannot be legally operated on a roadway because it is not legally titled, is less valuable to NJPA Members than one that can. Our Members have not likely needed to be licensing experts in the past and do not likely desire to become an expert to utilize your contract. Therefore a proposal including titling will likely be superior to a proposal excluding titling from the Proposer's responsibilities.

Proposal Offering
And Acceptance and Award
RFP #102811

FORM D

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: National Auto Fleet Group Date: 11-14-11

Company Address: 490 Auto Center Drive

City: Watsonville State: CA Zip: 95076

Contact Person: Clarke Cooper Title: National Fleet Manager

Authorized Signature (ink only): Clarke Cooper
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be Jan 17, 2012 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: Todd Lysclo
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 17TH day of January 2012 **Contract Number # 102811-NAF**

NJPA Authorized signature: Jane D Walker
(Name printed or typed)

Title: Board Clerk

Executed this 17th day of January 2012 **Contract Number # 102811-NAF**

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

National Auto Fleet Group (Vendor)
490 Auto Center Drive
Watsonville, CA 95076

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #102811-NAF" for the procurement of Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories, and having a maturity date of January 17, 2016, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of January 17, 2015 to January 17, 2016.

National Joint Powers Alliance® (NJPA)

By: _____, Its: Executive Director/CEO

Name printed or typed: Chad Coauette

Date 12/5/14

National Auto Fleet Group

By: _____, Its: Manager

Name printed or typed: Jesse coolot

Date 12-5-14

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

June 16, 2015

Lt. Phil Holder
Banning Police Department
321 W Ramsey St
Banning, CA 92220
Delivery Via Email

Dear Lt. Holder,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Banning, new/unused 2015 Ford Fusion sedans responding to your requirement with the attached specifications for $ 20,064.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the NJPA master vehicle contract# 102811.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

John Oviyach
National Account Law Enforcement Manager
National Auto Fleet Group

COUNCIL AGENDA/SUCCESSOR AGENCY/UTILITY AUTHORITY
SPECIAL JOINT MEETING
REPORT OF OFFICERS

DATE: **June 23, 2015**

TO: **Mayor and Members of the City Council**

FROM: **Michelle M. Green, Deputy Finance Director**

SUBJECT: **Adoption of Resolutions Related to the Revised Budget Plan for Fiscal Year 2015-16 for the City of Banning, Banning Utility Authority, and Successor Agency and Adoption of the GANN Limit.**

RECOMMENDATION:

1. That the City Council adopt Resolution No. 2015-62 approving the City's Budget
2. That the Banning Utility Authority Board adopt Resolution No. 2015-09UA approving the Utility Authority's Budget
3. That the Successor Agency Board adopt Resolution No. 2015-04SA approving the Successor Agency's Budget
4. That the City Council adopt Resolution No. 2015-63 approving the Fiscal Year 2015-16 Gann Limit Calculations.

DISCUSSION: Each fiscal year the City Council, Utility Authority Board and now the Successor Agency Board adopt a budget to provide a variety of services to citizens, to complete planned projects and to pay the required debt service payments for the coming year. The budgets and the related policy statements serve as a control and monitoring tool.

The Fiscal Year 2015/16 (FY16) budget was preliminarily approved as part of the two year budget document last June 2014. To update the budget, the process included department input, meetings with the City Manager, additional reviews by Finance to identify areas of concern, budget savings or changes in estimates, and Council workshops. The total appropriations for all funds for Fiscal Year 2015/16 (FY16) are $90,379,429.

The budget consists of 7 categories of funds as follows:

- Governmental (General Fund)
- Special Revenue Funds
- Capital Improvement Funds
- Banning Utility Authority
- Enterprise Funds
- Internal Service Funds
- Successor Agency Funds

A new item included as Attachment A to this staff report is a copy of the City staff's work plan to address the FY16 Goals and Policy Objectives that were developed by the City Council.

A budget message has been included in the budget document which highlights some of the budget changes, observations or areas of concern for future budgets. There are three resolutions required to adopt the budget by the Council and board members of the City of Banning, the Banning Utility Authority and the Successor Agency.

The budgetary and fiscal policies annually adopted by the Council and Boards have been incorporated in the budget document and are included as a part of Resolution No. 2015-62. No changes have been made to the policies during this budget cycle. The policies represent the accumulation of budgetary and fiscal policies adopted by Council throughout the years.

The proposed budget document is on file with the City Clerk and available on the City website. The document is presented at a fund total level. A line item, detailed version will be completed following adoption for use by management and department personnel in controlling and monitoring expenditure and revenue activity. A copy of the detailed version will be available on the City website in July.

Position Control

With the adoption of the FY16 budget, Council is adopting the authorized positions identified in personnel section of the budget. The budget document provides a personnel summary by fund/division. This section also includes a reconciliation of the position changes being recommended. There are several changes recommended that represent organizational restructuring and/or titles that better represent the functions. The classification and compensation plan needs to be amended to reflect the changes contained in the approved budget document and will be brought forward at the next meeting of the City Council. The personnel summary also reflects changes that do not require amending the classification study. The net full-time equivalent (FTE) impact of all the changes is an increase of 7.88 positions, as summarized in Attachment B to this staff report.

Capital Improvement Program

The budget document includes a section showing the 5 Year Capital Improvement Program (CIP). Included in this section is an overview describing the program, a description of the funds that typically have CIP projects, a summary of the available resources for FY16, a summary of the CIP, and a listing of projects by Fund.

The CIP is a planning tool that is updated through Council action. The listing of projects by Fund includes many projects that Council has reviewed and approved throughout recent years. Projects in progress will have "Project to Date" expenditures. The FY15/16 budget for projects has been incorporated into the budget being presented to Council for approval. Council approval to enter contracts is still required in the future as each project moves forward to construction.

Gann Limit Calculation

In accordance with Article XIIIB of the California Constitution, the City is limited as to how much revenue from taxes it may receive. The revenue is actually limited by the appropriations in the base year of FY 1978-79, adjusted by inflation and population growth.

The limit is calculated by taking the prior year's limit and applying growth factors as appropriate. The appropriation limit for FY 2015-16 is calculated to be $37,670,711. The limit exceeds taxes subject to appropriation by $29,236,250. Details about the Gann Limit for the City of Banning are included within the budget document.

FISCAL DATA: The budgets as currently proposed for the City, Utility Authority and Successor Agency contain the estimated revenue and appropriation requests necessary to begin the new fiscal year on July 1, 2015.

RECOMMENDED BY:

Michelle M. Green
Deputy Finance Director

APPROVED BY:

Dean Martin
Interim City Manager

City of Banning
FY 16 Goals and Policy Objectives

Goal 1 - Economic Development	
Enhance the economic vitality of the community through measures targeted towards redevelopment and business retention, expansion and attraction resulting in increased revenue generation and job creation.	
Objective No. 1: Develop methodologies and practices that will facilitate the City's Economic Development programs consistent with the City's ordinances.	
CD	**Activity No. 1:** Examination of the Existing Permit and Impact Fees ✓ A survey of the permit and impact fees of the surrounding cities will be conducted to ensure that the City of Banning is at a competitive position. **Activity No. 2:** Preparation of the City's CEQA Guidelines ✓ The City's CEQA Guidelines will be updated in an effort to streamline the discretionary land use entitlement review process while at the same time ensuring the preservation of the City's environmental qualities and conditions.
PW	**Activity No. 1: Develop Economic Development Incentives** ✓ Identify and discuss opportunities to utilize Tax Allocation Bonds (TABs) proceeds to entice development projects. The TABs funded projects may include infrastructure projects such as street, water and wastewater improvements. Projects shall be identified by January, 2016. **Activity No. 2: Review and Restructure, if needed, of Development Impact Fees** ✓ Analyze current development impact fees such as water and wastewater connection fees. ✓ Complete the development of the Traffic Fee Component by January, 2016.
Objective No. 2: Develop promotional programs that will build a positive image of the City targeted at potential and existing residents and businesses.	
CD	**Activity No. 1:** Implement a Networking Program ✓ Conduct Quarterly Real Estate Brokers Meetings **Activity No. 2:** Implement a Business Attraction Program ✓ Participate in the efforts of the Riverside County Economic Development Commission ✓ Participate in the programs and events of the International Council of Shopping Centers **Activity No. 3:** Develop a Community Profile ✓ Prepare Summary of Updated Demographics

City of Banning
FY 16 Goals and Policy Objectives

Goal 1 - Economic Development	
	Activity No. 4: Develop Marketing Materials ✓ Create a City Brochure ✓ Design and Maintain an Economic Development Web-Page ✓ Purchase a Portable Informational Display **Activity No. 5:** Maintain Inventory of Available Properties ✓ City-Owned and Successor Agency-Owned ✓ Privately Owned ✓ Other Government Agency-Owned
EL	**Activity No. 1:** ✓ Utilize the local media and the Direct Install contractor to expand and promote the Electric Utility's Energy Efficiency Commercial Direct Install program, which provides up to $3,000 in energy efficiency retrofits. Goal is fifty businesses per year. **Activity No. 2:** ✓ Promote the Electric Utility's Energy Efficiency programs, which provide rebates for a wide variety of energy efficient measures for both Commercial and Residential customers.
CS	**Activity No. 1:** ✓ Implement plans and programs that are responsive to the transportation needs of residents and visitors, improving coordinated regional transportation opportunities. This will be accomplished through continued involvement with Western Riverside County Transportation NOW (TNOW); current goals of TNOW are to enhance customer's experience and promote ridership benefits.
Objective No. 3: Improve City's competitive position by developing incentives that will encourage builders and developers to pursue projects within city limits whose business model would create revenue generation and job creation.	
CD	**Activity No. 1:** Preparation of a Downtown Master Plan ✓ Please see attached Major Program Change Worksheet **Activity No. 2:** Preparation of an Airport Master Plan ✓ Please see attached Major Program Change Worksheet **Activity No. 3:** Preparation of an Amendment to the Airport Land Use Compatibility Plan ✓ Major Program Change Worksheet to be prepared

City of Banning
FY 16 Goals and Policy Objectives

Goal 1 - Economic Development	
	Activity No. 4: Evaluation of Regional, State and Federal Incentive Programs ✓ Compile information regarding the New Market Tax Credits, EB5, Industrial Development Bonds, Foreign Trade Zone programs in order to determine appropriate applicability.
EL	**Activity No. 1:** ✓ Continue providing the Economic Development Electric Rate to eligible new businesses, which provides a 25% discount for two years. **Activity No. 2:** ✓ Continue providing the Business Retention Electric Rate to qualified existing businesses, which provides a 1st year 20% and 2nd year 10% discount.
Objective No. 4: Make appropriate use of City-owned assets to maximize return on investment.	
PW	**Activity No. 1: Stabilize the Airport Operations along with Stimulating the Airport Use**
	✓ Continue with Airport Committee meetings and provide updates to City Council. ✓ Develop a marketing program beginning fiscal year 2017 for the airport; this may include hiring a marketing firm to assist the City in promoting the airport. ✓ Stabilize the airport budget by: reviewing and comparing hangar rental rates and increasing the rates as necessary. ✓ Attract high use tenants such as flight schools, county/state agencies (fire/sheriff department, emergency medical services, etc.). ✓ Work with development community to identify additional uses for the airport.
Objective No. 5: Pursue partnerships in both the public and private sector that benefit the economic development of the City.	
PD	**Activity No. 1:** ✓ The Banning Police Department will work with the Morongo Band of Mission Indians (Disaster Preparedness) to develop a mutual agreement on resource sharing for issues dealing with natural disasters. The goal is to have a resolution and MOU for approval before the end of this fiscal year.
CS	**Activity No. 1:** ✓ Provide a streamlined process for approval of Special Event Applications from outside organizations and agencies wishing to use City parks for events. These events bring visitors to our community, thus serving as economic drivers.

City of Banning
FY 16 Goals and Policy Objectives

Goal 1 - Economic Development	
Objective No. 6: Leverage City and surrounding area attractions to stimulate economic development.	
AS	**Activity No. 1:**
	✓ Explore feasibility of establishing partnerships with local hotels, businesses and area attractions to design "tourist packages" by December, 2015

City of Banning
FY 16 Goals and Policy Objectives

Goal 2 - Beautification	
Achieve beautification of the City through major arterial improvements, aggressive code enforcement and promotion of programs that leverage the City's "small town" feel combined with a focus on sustainability and growth.	
Objective No. 1: Create a welcoming environment at the City's freeway frontages and points of entry.	
PD	**Activity No. 1:** ✓ Code Enforcement will adopt a software system allowing the flexibility to work from the field and creating quicker turnaround time on Code Enforcement/Weed Abatement complaints. (This system will be operational within the next 3 months.) **Activity No. 2:** ✓ Code Enforcement will focus on the Entertainment District Corridor (Ramsey Street), working with all businesses located in this corridor, with the goal of achieving voluntary compliance. (This project was implemented at the beginning of this fiscal year and will be ongoing).
PW	**Activity No. 1: Design/Construct City Monument Signs** ✓ Hire architect to redesign the City's monument signs on the west and east City limits. ✓ Prepare Public Works project to construct new monument signs. **Activity No. 2: Landscape Improvements and I-10 Off/On Ramps** ✓ Caltrans to develop projects to beautify the landscaping at the I-10 on/off ramps. ✓ Develop a funding program to fund the landscaping improvements at the I-10 on/off ramps.
Objective No. 2: Maximize the appearance of the City by improving major thoroughfares.	
PD	**Activity No. 1:** ✓ Code Enforcement will focus on issues dealing with Weed Abatement and Vehicle Abatement (ongoing) **Activity No. 2:** ✓ Code Enforcement will develop a program in partnership with local businesses to adopt specific thoroughfares throughout the City (ongoing).

City of Banning
FY 16 Goals and Policy Objectives

Goal 2 - Beautification	
EL	**Activity No. 1:** ✓ Complete the "undergrounding" of electric poles and wires in the Downtown Corridor by September, 2015. **Activity No. 2:** ✓ Finish installing Decorative Streetlights in the Downtown Corridor by December, 2015.
PW	**Activity No. 1: Effectively Manage the City's Street Assets** ✓ Maintain the City's asset management software to assure that the street rehabilitation funding is used effectively. ✓ Implementation of annual sidewalk repair project. ✓ Apply for annual SB-821 grant funding for the construction of new sidewalk improvements. ✓ Implement a timely weed abatement program along the City's main thoroughfares and other street classifications. ✓ Install illuminated street name signs at signalized intersections. ✓ Review Street sweeping practices and reprioritize sweeping intervals and locations.
Objective No. 3: Ensure City facilities, including open spaces, reflect positively on the City's image by making them more attractive.	
PD	**Activity No. 1:** ✓ The Banning Police Department will add a static display in the main lobby, focusing on the rich history of our city and the police department (1 year goal)
FI	**Activity No. 1:** ✓ After staff levels and duties are stabilized, require employees to set aside time to clean and declutter their work areas by the end of June, 2016 **Activity No. 2:** ✓ Reduce reliance on paper copies/files through enhanced electronic imaging by the end of June, 2016. **Activity No. 3:** ✓ Facilitate repairs and overdue maintenance in the departments by the end of September, 2015.
PW	**Activity No. 1: Develop Specific Improvement Programs for City Facilities including Open Spaces** ✓ Inspect/Assess all City facilities (i.e. buildings and parks) to develop an inventory of needed improvements and upgrades. This information will be used to develop budgets and implementation schedules. ✓ Develop an asset management program for the continued maintenance of public facilities.

City of Banning
FY 16 Goals and Policy Objectives

Goal 2 - Beautification	
Objective No. 4: Maximize City resources to ensure that private properties reflect positively on the City's image.	
PD	**Activity No. 1:** ✓ Code Enforcement will implement a notification program (post cards, mailers, social media, public access channel, etc.) with the goal of educating the citizens of Banning on specific issues dealing with Code Enforcement, Vehicle Abatement, Weed Abatement and water conservation (implementation within 3 months, ongoing). Part of this program will also address an active anti-graffiti campaign (end of year goal). **Activity No. 2:** ✓ Add an additional full-time Code Enforcement position, allowing greater flexibility in dealing with compliance/complaint issues (mid-year budget).
PW	**Activity No. 1: Development and Implementation of a Graffiti Policy in accordance with City Ordinances.** ✓ Review City Ordinances relating to graffiti abatement and revise if needed. Use ordinances to develop policies for the implementation of graffiti abatement. ✓ Train appropriate staff in the graffiti abatement policy. ✓ Develop a graffiti marketing program to educate the community about the graffiti abatement policy.
Objective No. 5: Adopt policies that encourage sustainability and growth consistent with state law and federal requirements.	
PD	**Activity No. 1:** ✓ Code Enforcement will work with other City departments to ensure policies are within the scope of state and federal requirements (ongoing).
EL	**Activity No. 1:** ✓ Continue Citywide five-year program to replace all 7,000 inefficient streetlights with new energy efficient LED streetlights. **Activity No. 2:** ✓ Continue to acquire renewable energy resources to meet or exceed the State's Renewable Portfolio Standard (RPS) mandate, which is currently 33% by 2020 and proposed legislation sets at 50% by 2030. The City will be at approximately 75% renewable in 2018, based on current resource projections.

City of Banning
FY 16 Goals and Policy Objectives

Goal 2 - Beautification	
Objective No. 6: Encourage citizen pride and involvement.	
AS	**Activity No. 1:** ✓ Use Website, newspapers, and billing insert to promote the annual State of the City Address.

Goal 3 – Effective Communication	
Ensure that communication is effectively and regularly used to inform and educate citizens, businesses, employees and regional partners about City programs and initiatives and do so in a manner that will enhance the City's image.	
Objective No. 1: Maintain regular and ongoing direct communication with employees, citizens, and businesses.	
PD	**Activity No. 1:** ✓ Advertise ongoing programs (Neighborhood Safety, Disaster Preparedness, BPAL). Use of the Ride Along program will give our citizens an opportunity to see, first-hand what our officers deal with while on patrol and it will give our citizens a better understanding of the City demographics. **Activity No. 2:** ✓ Increase Neighborhood Safety program participation, fraud awareness presentations and dissemination of crime statistics through the police website and the CrimeReports.com web portal. This activity would also focus on disseminating information on other valuable tools available through the Banning Police Department's website (ongoing).
FI	**Activity No. 1:** ✓ Hold regular Staff Meetings with department employees to keep them informed on matters by the end of September, 2015. **Activity No. 2:** ✓ Redesign City's Intranet site to make more useful, accessible and informative for City employees by the end of December, 2015.
EL	**Activity No. 1:** ✓ Develop a "Key Account Program" to initiate and maintain regular communication with the Electric Utility's top 25 Commercial customers starting in Fiscal Year 16.

Goal 3 – Effective Communication	
	Activity No. 2: ✓ Hold regular bi-weekly Staff Meetings to ensure employees are kept informed of City issues and are able to share and exchange information with one another. ✓
PW	**Activity No. 1: Community Meetings** ✓ The Public Works Director and assigned staff shall participate in community meetings as they occur. It will be a department goal to participate in one community meeting every two months. **Activity No. 2: Staff Meetings** ✓ The Public Works Director shall meet with field staff once a month. Currently the Director meets with supervisors on a weekly basis.
CS	**Activity No. 1:** ✓ Develop a quarterly activity guide which will provide information on upcoming programs, activities and events in our city.
Objective No. 2: Develop collaborative communication strategies building positive relationships with local and regional media.	
PD	**Activity No. 1:** ✓ The Banning Police Department will continue to develop good working and professional relationships with local and regional media services. The investigative unit will continue to use media as a resource to ensure complete and accurate information is being disseminated to our populace.
EL	**Activity No. 1:** ✓ Maximize the use of Press Releases to highlight significant programs, improvements and/or accomplishments of the Electric Utility.
PW	**Activity No. 1: Participate in local and regional meetings.** ✓ The Public Works Director and assigned staff will participate in local and regional meetings such as: WRCOG Public Works Committee, Regional Water Coordination, Whitewater River Region NPDES Task Force, Water Alliance, Beaumont Watermaster, Riverside County Transportation Commission, State Water Resources Control Board and more.

City of Banning
FY 16 Goals and Policy Objectives

Goal 3 – Effective Communication	
Objective No. 3: Utilize and encourage use of electronic and social media to promote and enhance the City's image.	
PD	**Activity No. 1:** ✓ Use of Social Media (Facebook, Twitter, CrimeReports.com) to disseminate information to City employees, business owners and citizens on issues dealing with quality of life matters ✓
FI	**Activity No. 1:** ✓ Update and enhance the City's website to make more informative and user friendly by October, 2015. **Activity No. 2:** ✓ Promote customer use of City's website to provide enhanced Utility Billing data by December, 2015.
EL	**Activity No. 1:** ✓ Develop Public Service Announcements (PSA's) highlighting and promoting the various Electric Utility programs, rebates and incentives, beginning in July, 2015. **Activity No. 2:** ✓ Develop process to better utilize electronic and social media to alert customers to both planned and unplanned electric system outage, beginning in July, 2015.
PW	**Activity No. 1: Utilize the City's website and social outlets (Facebook, twitter, etc.)** ✓ Assign a staff member to post information (general and important announcements) for the Public Works Department. A goal will be set to have one posting per week. **Activity No. 2: Install Electronic Reader Boards** ✓ Create budget and identify funding for the installation of an electronic reader board for the advertisement of City events/programs/etc.
CS	**Activity No. 1:** ✓ Continue participation in the Pass Collaborative, a monthly meeting of representatives from public agencies and other regional organizations that promote education, health and social service programs

Goal 3 – Effective Communication	
Objective No. 4: Communicate regularly with public agencies and other regional partners and collaborate on mutually beneficial activities and programs.	
PD	**Activity No. 1:** ✓ Continued support of community based programs (Faith in Action, Commander's Round Table, etc.) will benefit the sustainability of these programs and encourage dialog that will bring social needs programming to our region.
EL	**Activity No. 1:** ✓ Continue and expand participation in the Southern California Public Power Authority (SCPPA), the California Municipal Utilities Association (CMUA) and other agencies that can provide benefit to the Electric Utility.
Objective No. 5: Effectively communicate with residents to encourage volunteerism and civic engagement.	
CS	**Activity No. 1:** ✓ Through the development of the quarterly activity guide we will highlight volunteer opportunities available within the Community Services Department.

City of Banning
FY 16 Goals and Policy Objectives

Goal 4 – Public Health & Safety

Create a secure and healthy environment within the City in which our citizens feel safe and which promotes the City as a location of choice for living, working, and playing.

Objective No. 1: Effectively manage the City's water resources to ensure system reliability and regulatory compliance.

PD	**Activity No. 1:** ✓ Code Enforcement will work with the Planning Department to establish solutions and parameters to water conservation and enforcement of violations related to water waste by the end of 2015.
PW	**Activity No. 1: Update the City's Urban Water Management Plan** ✓ Complete a new Update of the City's Urban Water Management Plan. The update shall be completed by July, 2016. **Activity No. 2: Water Conservation Education Campaign** ✓ Develop a program for educating the public on topics of water conservation. **Activity No. 3: Implementation of the City's Capital Improvement Program** ✓ Plan, design, construct and operate the City's water infrastructure to achieve maximum safety and reliability in accordance with the approved Capital Improvement Plan (CIP). ✓ Update the City's Water Master Plan in fiscal year 2017. **Activity No. 4: Mitigation of Chromium-6** ✓ Analyze wells exceeding the new Chromium-6 requirements to determine the most efficient and fiscally responsible way of mitigating the Chromium-6 levels. ✓ Update City Council on staff progress of well analysis. ✓ Hire consultants for the design of treatment facilities, if needed.

Objective No. 2: Provide opportunities for healthier living through City-sponsored programs.

PD	**Activity No. 1:** ✓ Create/promote partnerships with Banning Unified School District, City of Banning Parks & Rec, and faith based organizations to sponsor events geared at healthier living for our citizens (future goal).

City of Banning
FY 16 Goals and Policy Objectives

Goal 4 – Public Health & Safety	
FI	**Activity No. 1:** ✓ Encourage employees to attend wellness classes sponsored by the City and insurance broker by July, 2015.
CS	**Activity No. 1:** ✓ Develop adult sports leagues and in addition to continuing to provide existing recreational programs, youth sports leagues and activities that promote healthy lifestyles.
CS	**Activity No. 2:** ✓ Staff will become actively involved in programs such as Let's Move and the Healthy Cities Campaign, making use of the resources
Objective No. 3: Support regional programs that enhance social services for the distressed population.	
PD	**Activity No. 1:** ✓ Create a regional program which addresses homeless/transient social problems (currently working with Redlands PD, San Bernardino County Sheriff, Riverside County Sheriff, CHP, and Beaumont PD on a regional program (late 2016). **Activity No. 2:** ✓ Work with faith based organizations with ongoing programs which address homelessness and quality of life matters (Faith in Action, ongoing).
EL	**Activity No. 1:** ✓ Continue to provide aid to Electric Utility customers through the Public Benefit Low-Income Assistance program.
CS	**Activity No. 1:** ✓ Continue work and build strong relationships with Community Action Partnership, Salvation Army, Riverside Office on Aging and Carol's Kitchen as seek additional opportunities for collaboration.
Objective No. 4: Provide cost effective public safety services to safeguard the community.	
PD	**Activity No. 1:** ✓ Encourage the use of the Self Reporting software available on the Banning Police Department website, allowing our citizens to self-report "no suspect" cases online. ✓

City of Banning
FY 16 Goals and Policy Objectives

Goal 4 – Public Health & Safety	
	Activity No. 2: ✓ Expand the Citizen Volunteer program from 18 to 30 volunteers (ongoing). Increase the Police Reserve program from 3 to 10 (2 year goal)
Objective No. 5: Promote safe and secure neighborhoods and businesses by encouraging community based programs and facilitating vigorous law enforcement.	
PD	**Activity No. 1:** ✓ Encourage the community and businesses to use the CrimeReports.com application to better understand crime trends occurring in and around the vicinity of homes or businesses. **Activity No. 2:** ✓ Promote the Self Reporting software component software available on the Banning Police Department's website.
Objective No. 6: Promote and support programs that improve the quality of life and wellbeing for the City's residents.	
PD	**Activity No. 1:** ✓ Increase citizen participation in the Neighborhood Safety program; create a Neighborhood Safety program geared at businesses (ongoing). **Activity No. 2:** ✓ Seek funding (grants, etc.) to re-implement the Entertainment District patrol program (early 2016).
FI	**Activity No. 1:** ✓ Coordinate with City departments to keep citizens informed about City programs via Utility Billing inserts by September, 2015.
PW	**Activity No. 1: Repair/Replace Playground Equipment** ✓ Repair or replace playground equipment at the City's parks. ✓ Submit annual CDBG grant applications to acquire funding for new playground equipment.
Objective No. 7: Promote and support programs that improve the quality of life and wellbeing for the City's residents.	
PD	**Activity No. 1:** ✓ Continue and increase youth participation in the Banning Police Activities League program. Implement a "Movies in the Park" summer program at Repplier Park (June, 2015).

City of Banning
FY 16 Goals and Policy Objectives

Goal 4 – Public Health & Safety	
	Activity No. 2: ✓ Implement a Police Explorer program targeting individuals 15-20 years of age (late 2015).

Goal 5 – Administrative Efficiency & Effectiveness	
Implement administrative policies, procedures, and best practices which will result in efficient and cost effective management of City resources.	
Objective No. 1: Ensure Administrative Policies are current and consistent with state, federal regulations and City's ordinances.	
FI	**Activity No. 1:** ✓ Hire a Purchasing Manager by the end of September, 2015, whose duties would include reviewing and revising the City's Purchasing Policies by the end of June, 2016. **Activity No. 2:** ✓ Review all City financial policies and update, if necessary, to ensure relevance to current and best practices by the end of June, 2016. **Activity No. 3:** ✓ Work with Utility Departments to review, update and revise the Electric and Water Rules and Regulations by the end of June, 2016.
PD	**Activity No. 1:** ✓ Review police policy manual to ascertain we are in compliance with state federal regulations and City ordinances
EL	**Activity No. 1:** ✓ Update the Electric Utility's "Rules and Regulations" by June, 2016.
HR	**Activity No. 1:** ✓ Update the City Employee Handbook and Meet & Confer with the employee unions/associations for changes and acceptance. Completion date is approximately1 to 1 ½ years. Initial review should begin by the end of the next quarter (September, 2015).
Objective No. 2: Ensure taxpayer dollars are used in a manner which is fiscally responsible and transparent to the citizens.	
FI	**Activity No. 1:** ✓ Streamline processes by reviewing and improving workflows within the department – SunGard workflow analysis and setup by the end of June, 2016.

City of Banning
FY 16 Goals and Policy Objectives

Goal 5 – Administrative Efficiency & Effectiveness	
	Activity No. 2: ✓ Promote government transparency via "Open Budget" and later, additional "Open" software by the end of September 2015. **Activity No. 3:** ✓ Update the City's firewall protection to safeguard the City's data by the end of June, 2016. **Activity No. 4:** ✓ Conduct User Fee study by the end of October, 2015. **Activity No. 5:** ✓ Keep up-to-date information posted on the updated City website by the end of December, 2015.
PD	**Activity No. 1:** ✓ Create a system that allows monitoring of overtime expenditures in the department. This system will allow police administration to monitor and properly deploy resources, reducing the strain on the general budget. **Activity No. 2:** ✓ Implement the "paperless" report system through the RIMS reporting system, effectively cutting back on paper and toner use (2 year goal).
EL	**Activity No. 1:** ✓ Perform "Cost of Service Study" for the Electric Utility to ensure proper cost recovery and that no subsidies exist between the various customer classes, by June, 2016.
PW	**Activity No. 1: Formation of a Public Works Committee** ✓ Form a Public Works Committee for reviewing subjects of a Public Works nature including the following Departments/Divisions: Engineering, Water, Wastewater, Capital Programs, Solid Waste, Transportation, Streets, and Environmental Programs
Objective No. 3: Ensure the City uses state of the practice technology and infrastructure for administration of City programs.	
FI	**Activity No. 1:** ✓ Implement the virtualization of the City's computer network by the end of September, 2015. **Activity No. 2:** ✓ Implement enhanced electronic functions within the City's existing software (electronic signatures, invoices, etc.) by the end of June, 2016.

Goal 5 – Administrative Efficiency & Effectiveness	
	Activity No. 3: ✓ Update the backbone of the City's network infrastructure (core switch) by the end of June, 2016.
PD	**Activity No. 1:** ✓ Upgrade current communication infrastructure, implement the PSEC Communication System in collaboration with other City departments.
EL	**Activity No. 1:** ✓ Implement "Smart Meter" technology throughout the City to all 12,000 electric utility customers by October, 2016. **Activity No. 2:** ✓ Update/replace the outdated Customer Information System (CIS) and Finance System.
Objective No. 4: Create a working environment that attracts and retains quality employees.	
HR	**Activity No. 1:** ✓ Promote cross training to build employee confidence and for promotional opportunities. Conduct job analysis and providing information to departments for possible reorganization changes. Initial process to commence in approximately 3-4 months. **Activity No. 2:** ✓ Work with City department managers to begin developing succession plans. Initial process to commence in approximately 3-4 months.
FI	**Activity No. 1:** ✓ Review and realign departmental duties to allow for cross training, coverage and the opportunity to learn new skills, while not being over-burdened by the end of December, 2015. **Activity No. 2:** ✓ Provide Microsoft on-demand technical and user training through current Enterprise Agreement by July 1, 2015.

Goal 5 – Administrative Efficiency & Effectiveness	
PD	**Activity No. 1:** ✓ This ongoing objective will be met by creating opportunities for gradual growth in the department. The re-inception of our Traffic Bureau (2 year goal) will allow specific training in motors and opportunities for our current officers to attain certification and self-growth. The addition of a Problem Oriented Policing team (1 year goal) will also provide opportunities for training and growth for members of our department. Future retirement of current employees will also provide opportunities for movement to supervisory positions to our younger officers (5-7 year timeline). We are in the development portion of a promotional process for corporal positions; we should have promotions in place within the next 2-3 months.
EL	**Activity No. 1:** ✓ Have periodic social events (holiday gatherings, etc.) to promote comradery and bonding among the employees.
Objective No. 5: Promote professional development and training of the employees to enhance their effectiveness, creativity and skill levels.	
HR	**Activity No. 1:** ✓ Collaborate with departments to develop additional training programs. Initiation/planning of the program by the end of December, 2015.
FI	**Activity No. 1:** ✓ Find cost-effective ways to offer training opportunities to staff by the end of December, 2015.
PD	**Activity No. 1:** ✓ The goal of the department, within the next two years, is to expand training opportunities (beyond the scope of duties) for all sworn and non-sworn personnel, allowing for a more professional and better prepared work force. This objective will be met by partnering with local and regional accredited schools (California Baptist, University of Redlands, California Coast University, etc.). These schools currently offer incentives and tuition opportunities at costs below the average market for employees seeking Associate's and Bachelor's degrees. The goal will be to partner with a school willing to offer classes in our city, at the Police Department's Community Room.
EL	**Activity No. 1:** ✓ Continue and expand participation in appropriate and beneficial employee development and training.

Goal 5 – Administrative Efficiency & Effectiveness	
	Activity No. 2: ✓ Encourage the pursuit of relevant higher education and professional certification during annual employee performance evaluation sessions.
PW	**Activity No. 1: Formation of a Public Works Committee** ✓ The Public Works Department will work with Human Resources Department to develop a Core Competencies learning program.
CS	**Activity No. 1:** ✓ Recreation: Utilize resources available through two key professional organizations relative to recreation, California Parks and Recreation Society and the National Parks and Recreation Association to train and equip employees to provide quality programs.
	Activity No. 2: ✓ Transit: Continue monthly safety training meeting with Transit Staff to ensure drivers and dispatchers have information provided to them that is current and relevant to the equipment they operate and the situations that they encounter.
Objective No. 6: Foster an environment of trust and mutual respect among elected officials and employees.	
HR	**Activity No. 1:** ✓ Survey employees and City Council to get ideas to communicate effectively to build trust and confidence or develop a program through experts to obtain ideas. Staff to begin in the next quarter and completion should be by January, 2016.
PD	**Activity No. 1:** ✓ Establish "brown bag" meetings between staff and elected officials to sustain and enhance relationships. This goal strives to formally establish effective relationships between members of Police staff and the City's elected or appointed representatives **Activity No. 2:** ✓ Implement a Citywide employee of the year program, addressing the individual employee who goes above the scope of his/her duties. Continue the yearly employee appreciation luncheon; the employee of the year goal could be implemented into the yearly luncheon. ✓

City of Banning
FY 16 Goals and Policy Objectives

Goal 5 – Administrative Efficiency & Effectiveness	
Objective No. 7: Promote excellence of work product among employees through participation in professional evaluation programs.	
FI	**Activity No. 1:** ✓ Participate in and receive GFOA award for Budgeting. FY17 & FY18 2-Year Budget **Activity No. 2:** ✓ Participate in and receive GFOA award for Financial Reporting (CAFR) FY15 Audit
PD	**Activity No. 1:** ✓ The Banning Police Department currently uses a streamlined evaluation process which gives supervisory staff the flexibility to work one-on-one with subordinates. Our goal is to implement an internal officer of the year/support staff of the year program which honors employees for going above and beyond the scope of his or her duties. Coupled with the streamlined process for evaluation, this program will promote excellence of work amongst the rank of the department. The goal is to implement the program at the beginning of 2016.
EL	**Activity No. 1:** ✓ Continue and expand participation in Electric Utility industry organizations and associations that develop and recognize outstanding performance/accomplishments.

Responsible Department Legend

AS = Administrative Services Department
FI = Finance Division of Administrative Services Department
HR = Human Resources Division of Administrative Services Department
CD = Community Development Department
CS = Community Services Department
PW = Public Works Department
EL = Electric Utility Department

Major Program Change Worksheet
Downtown Master Plan

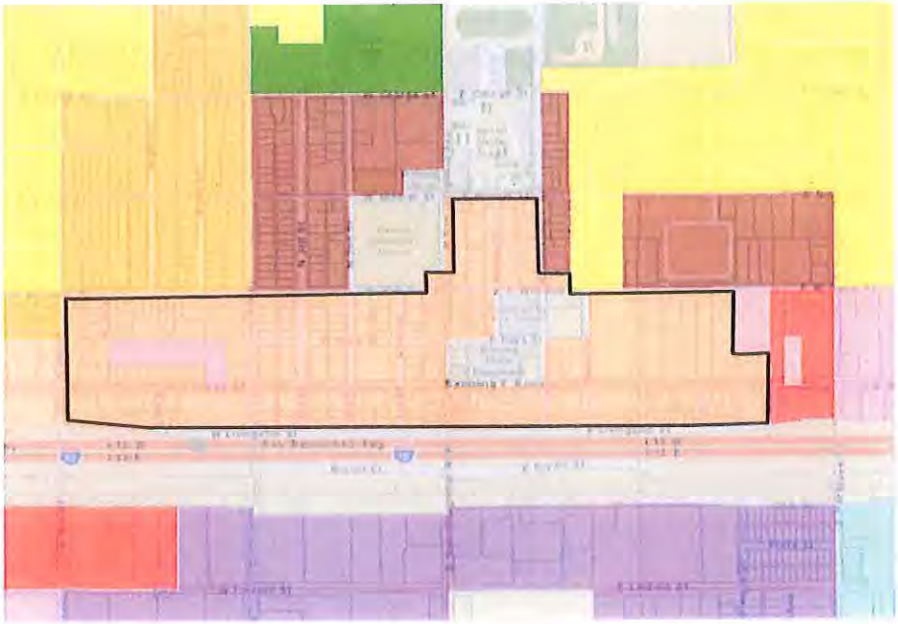
Department: Community Development **Program:** Current/Advanced Planning

PROPOSAL: Consideration on the preparation of a Downtown Master Plan.
STRATEGIC PLAN: Goal No. 1 – Economic Development
Objective No. 3 – Land Use Development

COMMUNITY SERVICE NEEDED:

The City adopted a General Plan in January 2006 that included updating the Downtown Commercial zoning district. However, the General Plan lacks contemporary goals, objectives, and visioning for this area of the City. Recent development that includes the Police Station for the City of Banning, and Justice Center courthouse a Superior Court of California, County of Riverside has also affected the character of the downtown. There is a desire to accommodate future commercial and retail uses that will require advance planning in order to accommodate parking, infrastructure, and other development demands over the long term. Additionally, there is a mix of architectural styles, street-scapes, and building types that could be enhanced through development of specific plan design standards and guidelines.

A master plan generally contains a description of land use, a description of major components of public works such as transportation, sewage, water, drainage, and other essential facilities, standards for development, and an implementation program. Central to the development of the master plan would be a market analysis to assure that the goals of the master plan may be attained in a timely manner.



FICAL IMPACT:

It is estimated that, based on similar proposals with cities located within the inland empire, this master plan would cost between $100,000 and $200,000.

RECOMMENDED FUND OR REVENUE SOURCE:

The source of recommended funding shall be determined by the Administrative Services Department upon such time that a formal proposal to prepare the master plan and Consultant Services Agreement is presented to the City Council.

PERSONNEL NEEDS AND SPACE REQUIREMENTS:

The request for the preparation and processing of a master plan may not require additional staffing, based upon the existing workload. However, multiple new assignments may warrant the need for assistance in order to maintain the existing level of service provided by the Planning Division.

OTHER PROGRAM ISSUES:

The City Council will need to provide authorization to staff on the preparation and release of a formal Request for Proposals to solicit a qualified consulting firm.

RESULTS AND PERFORMANCE MEASURES:

Results may be measured by the timely processing and adoption of the Downtown Master Plan by the City Council.

SCHEDULE:

1. Develop a funding plan/source-first year.
2. Prepare a request for proposals and award professional services contract-second year.
3. Prepare an infrastructure plan along with construction funding mechanism-third year.

Major Program Change Worksheet
Airport Master Plan

Department: Community Development **Program:** Current/Advanced Planning

PROPOSAL: Consideration on the preparation of an Airport Master Plan.
STRATEGIC PLAN: Goal No. 1 – Economic Development
Objective No. 3 – Land Use Development

COMMUNITY SERVICE NEEDED:

The City adopted its General Plan in January 2006. However, the General Plan lacks contemporary goals, objectives, and visioning for the area surrounding the Banning Municipal Airport. The airport and adjacent available City-owned land contains approximately 186 acres. The total land area is comprised the municipal airport and two (2) City-owned vacant parcels adjacent to, and south of the airport. The airport property is approximately 127 acres and the two (2) adjacent vacant parcels contain approximately 59 additional acres. The airport properties are industrially zoned, and the development of an Airport Master Plan will create an innovative concept bringing the airport area to its highest and best use.

A master plan generally contains a description of land use, a description of major components of public works such as transportation, sewage, water, drainage, and other essential facilities, standards for development, and an implementation program. Central to the development of the master plan would be a market analysis to assure that the goals of the master plan may be attained in a timely manner.

FICAL IMPACT:

It is estimated that, based on similar proposals with cities located within the inland empire, this master plan would cost between $100,000 and $200,000.

RECOMMENDED FUND OR REVENUE SOURCE:

The source of recommended funding shall be determined by the Administrative Services Department upon such time that a formal proposal to prepare the master plan and Consultant Services Agreement is presented to the City Council.

PERSONNEL NEEDS AND SPACE REQUIREMENTS:

The request for the preparation and processing of a master plan may not require additional staffing, based upon the existing workload. However, multiple new assignments may warrant the need for assistance in order to maintain the existing level of service provided by the Planning Division.

OTHER PROGRAM ISSUES:

The City Council will need to provide authorization to staff on the preparation and release of a formal Request for Proposals to solicit a qualified consulting firm.

RESULTS AND PERFORMANCE MEASURES:

Results may be measured by the timely processing and adoption of the Airport Master Plan by the City Council.

SCHEDULE:

1. Develop a funding plan/source-first year.
2. Prepare a request for proposals and award professional services contract-second year.
3. Prepare an infrastructure plan along with construction funding mechanism-third year.

City of Banning
FY16 Citywide Summary of Personnel Changes

FY2015-16 Full-Time (FT) Position Changes

Fund	Department	Position	Remarks	FTE
001	City Manager	Exec Ass/Dep City Clerk	Position reclassed from Exec Assistant	1.00
001	City Manager	Executive Assistant	Position reclassed to Exec Asst/Dep City Clerk	(1.00)
001	Fiscal Services	Accounting Specialist	Position reclassed from Payroll Coordinator	1.00
001	Fiscal Services	Payroll Coordinator	Position reclassed to Accounting Specialist	(1.00)
001	Fiscal Services	Accounting Specialist	New position	1.00
001	Fiscal Services	Purchasing Manager	New position	1.00
001	Police	Police Officers	New positions	2.00
001	Police	Executive Assistant	New position	1.00
001	Fire	Office Specialist	Position eliminated	(1.00)
001	Code Enforcement	Code Enforcement Officer	FT position upgraded from PT	1.00
001	Planning	Senior Planner	Position reclassed from Associate Planner	1.00
001	Planning	Associate Planner	Position reclassed to Senior Planner	(1.00)
001	Engineering	Senior Civil Engineer	Position reclassed from City Engineer	1.00
001	Engineering	City Engineer	Position reclassed to Senior Civil Engineer	(1.00)
001	Recreation	Receptionist	Position reclassed from Office Specialist	1.00
001	Recreation	Office Specialist	Position reclassed to Receptionist	(1.00)
100	Streets	Management Analyst	Position reclassed from Public Works Analyst	1.00
100	Streets	Public Works Analyst	Position reclassed to Management Analyst	(1.00)
610	Transit	Management Analyst	Position reclassed from Transit Manager	1.00
610	Transit	Transit Manager	Position reclassed to Management Analyst	(1.00)
610	Transit	Executive Secretary	Position reclassed from Office Specialist	1.00
610	Transit	Office Specialist	Position reclassed to Executive Secreatry	(1.00)
610	Transit	Transit Field Supervisor	Position reclassed from Lead Bus Drviver	1.00
610	Transit	Lead Bus Driver	Position reclassed to Transit Field Supervisor	(1.00)
610	Transit	Bus Driver	New position	1.00
660	Water	Public Works Director/City Engineer	Position reclassed from Public Works Director	1.00
660	Water	Public Works Director	Position reclassed ro PW Director/City Engineer	(1.00)
670	Electric	Electric Service Planner	Position reclassed from Powerline Tech	1.00
670	Electric	PowerlineTech	Position reclassed to Electric Service Planner	(1.00)
670	Electric	Engineering Services Assistant	New position	1.00
670	Electric	Management Analyst	Position reclassed from Executive Secretary	1.00
670	Electric	Executive Secretary	Position reclassed to Management Analyst	(1.00)
670	Electric	Power Resource & Revenue Admin	Position reclassed from Utility Financial Analyst	1.00
670	Electric	Utility Financial Analyst	Position reclassed to Power Resource & Rev Admin	(1.00)
			Net	7.00

FY2015-16 Part-Time (PT) Position Changes

Fund	Department	Position	Remarks	FTE
001	Human Resources	Part-Time HR Technician	New position	0.45
001	Recreation	Sports Specialist	New position	0.45
001	Recreation	Recreation Leaders	Hours increased	1.50
600	Airport	Part-Time Airport Attendant	Hours decreased	(0.30)
610	Transit	Part-Time Bus Drivers	Hours decreased	(0.77)
			Net	0.88
			Total Changes to Budgeted Positions	7.88

RESOLUTION NO. 2015-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING ADOPTING THE ANNUAL BUDGET FOR THE FISCAL PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016, ADOPTING THE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM, AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN, APPROVING BUDGETARY POLICIES AND RECOMMENDATIONS

WHEREAS, the Deputy Finance Director prepared the revised budget plan for Fiscal Year 2015-16 which set forth all of the expected revenue of the City of Banning, and the recommended appropriations to meet the operating and capital expenses for all City of Banning funds; and

WHEREAS, the revised budget for fiscal year 2015-16 of the City of Banning has been submitted to this Council, and said budget has been considered and, is in form and substance satisfactory to this Council; and

WHEREAS, the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and interfund transfers, without the consent of the City Manager; and

WHEREAS, the City may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council; and

WHEREAS, the City requires public improvements, and a capital improvement program (CIP) allows for the planning, financing, and prioritizing of said improvements; and

WHEREAS, the City Departments may not hire in excess of the approved number of positions in the job classification as indicated by the budget detail without the consent of the City Council; and

WHEREAS, certain capital projects, programs and commitments have been approved for appropriation in fiscal year 2014-15, the Deputy Finance Director shall be authorized to carry over appropriation budgets for these items as approved by the City Manager; and

WHEREAS, it is essential that the City of Banning adopt a budget plan establishing the revenues and expenditures for all of its governmental, proprietary and fiduciary funds;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1: The Annual Budget for the City of Banning, for fiscal period July 1st, 2015 through June 30th, 2016, as summarized in the fund summary (Attachment A), is hereby approved and adopted in the form on file with the City Clerk.

SECTION 2: The Capital Improvement Program (CIP) for the City of Banning for fiscal period July 1st, 2015 through June 30th, 2020, as summarized in the fund summary and CIP documents, is hereby approved and adopted in the form on file with the City Clerk.

SECTION 3: The Budgetary and Fiscal Policies as incorporated in the budget document, are hereby approved and adopted.

SECTION 4: The Authorized position control is amended as incorporated in the budget document.

PASSED, APPROVED AND ADOPTED this 23rd day of June 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. 2015-62 was duly adopted by the City Council of the City of Banning, California, at a special meeting thereof held on the 23rd day of June, 2015, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

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

CITY OF BANNING
Fund Summary Status
FY16 MidCycle Projections
FY 2015-16

#	FUND NAME	(1) Available Resources @ July 1, 2015	(2) FY 2015-16 Adjusted Revenue	(3) FY 2015-16 Adjusted Expenditures	(4) Proj. YTD Gain/(Loss) (Col. 2-3)	(5) Proj. Balance @ July 1, 2016 (Col. 1+4)
	Governmental Funds					
001	General	5,141,919	15,135,107	15,177,742	(42,635)	5,099,284
	Subtotal	**5,141,919**	**15,135,107**	**15,177,742**	**(42,635)**	**5,099,284**
	Special Revenue Funds					
002	Developer Deposit Fund	3,560	50,000	50,000	-	3,560
003	Riverside County MOU	26,661	657,975	684,560	(26,585)	76
100	Gas Tax Street	263,127	814,331	971,834	(157,503)	105,624
101	Measure A Street	986,699	719,200	680,000	39,200	1,025,899
103	SB300 Street Improvement	71,452	200	-	200	71,652
104	Article 3 - Sidewalk Construction	18,186	25	-	25	18,211
110	C.D.B.G.	1	-	-	-	1
111	Landscape Maintenance Assmt. Dist.#1	249,113	136,283	130,227	6,056	255,169
132	Air Quality Improvement	268,721	30,300	3,000	27,300	296,021
140	Asset Forfeiture	2,511	-	-	-	2,511
148	Supplemental Law Enforcement	101	100	-	100	201
150	State Park Bond Act	937	-	-	-	937
190	Housing Authority Fund	20	-	-	-	20
200	Special Donations	33,948	5,000	5,000	-	33,948
201	Senior Center Activities	46,709	7,300	15,000	(7,700)	39,009
202	Animal Control Reserve	4,921	-	-	-	4,921
203	Police Volunteer	9	1,500	1,500	-	9
300	City Hall COP Debt Service*	3,276	437,000	437,000	-	3,276
360	Sun Lakes CFD #86-1	35,193	60	-	60	35,253
365	Wilson Street #91-1 Assessment Debt	45,721	50	-	50	45,771
370	Area Police Computer	22,101	52,150	48,446	3,704	25,805
375	Fair Oaks #2004-1 Debt Service	194,489	203,010	203,010	-	194,489
376	Cameo Homes	46,029	100	-	100	46,129
	Subtotal	**2,258,485**	**3,114,584**	**3,229,577**	**(114,993)**	**2,208,492**

CITY OF BANNING
Fund Summary Status
FY16 MidCycle Projections
FY 2015-16

#	FUND NAME	(1) Available Resources @ July 1, 2015	(2) FY 2015-16 Adjusted Revenue	(3) FY 2015-16 Adjusted Expenditures	(4) Proj. YTD Gain/(Loss) (Col. 2-3)	(5) Proj. Balance @ July 1, 2016 (Col. 1+4)
	Capital Improvement Funds					
400	Police Facilities Development	2,547	50	-	50	2,597
410	Fire Facility Development	939,517	1,500	-	1,500	941,017
420	Traffic Control Facility	314,724	1,000	-	1,000	315,724
421	Ramsey/Highland Home Traffic Signal	81,101	150	-	150	81,251
430	General Facilities	373,377	800	-	800	374,177
441	Sunset Grade Separation Fund	-	-	-	-	-
444	Wilson Median	379,494	700	-	700	380,194
451	Park Development	30,403	2,205	-	2,205	32,608
470	Capital Improvement Fund	518,708	300	-	300	519,008
	Subtotal	**2,639,871**	**6,705**	**-**	**6,705**	**2,646,576**
	Banning Utility Authority					
660	Water Operations	8,686,398	8,017,650	8,830,988	(813,338)	7,873,060
661	Water Capital Facility Fee	1,456,915	49,660	-	49,660	1,506,575
663	BUA Water Capital Project Fund	1,552,119	2,900	300,000	(297,100)	1,255,019
669	BUA Water Debt Service Fund	82,265	2,291,479	2,292,579	(1,100)	81,165
	Water Subtotal	*11,777,697*	*10,361,689*	*11,423,567*	*(1,061,878)*	*10,715,819*
680	Wastewater Operations	1,253,791	3,212,104	3,251,301	(39,197)	1,214,594
681	Wastewater Capital Facility Fees	9,792,434	52,360	270,000	(217,640)	9,574,794
683	BUA WWtr Capital Project Fund	2,729,903	1,300	100,000	(98,700)	2,631,203
685	State Revolving Loan	774,335	301,275	299,768	1,507	775,842
689	BUA Wastewater Debt Service Fund	90,056	399,139	398,639	500	90,556
	Wastewater Subtotal	*14,640,519*	*3,966,178*	*4,319,708*	*(353,530)*	*14,286,989*
662	Irrigation Water	7,147	2,497,500	2,500,000	(2,500)	4,647
682	Wastewater Tertiary	2,577,935	362,500	2,495,000	(2,132,500)	445,435
	Reclaimed Water Subtotal	*2,585,082*	*2,860,000*	*4,995,000*	*(2,135,000)*	*450,082*
	Subtotal	**29,003,298**	**17,187,867**	**20,738,275**	**(3,550,408)**	**25,452,890**
	Enterprise Funds					
600	Airport	60,881	300,450	351,189	(50,739)	10,142
610	Transit Operations	-	1,666,675	1,666,675	-	-
690	Refuse	809,089	3,305,500	3,259,930	45,570	854,659
	Subtotal	*869,970*	*5,272,625*	*5,277,794*	*(5,169)*	*864,801*
670	Electric Operations	11,337,359	29,623,000	29,648,327	(25,327)	11,312,032
672	Rate Stability	6,252,685	10,000	-	10,000	6,262,685
673	Electric Improvement	4,627,081	15,141	-	15,141	4,642,222
674	2007 Elec Rev Bond Project Fund	1,460,410	5,350	300,000	(294,650)	1,165,760
675	Public Benefit Fund	475,892	791,375	791,992	(617)	475,275
678	2007 Elec Rev Bond Debt Service	298,157	2,668,058	2,667,858	200	298,357
	Electric Subtotal	*24,451,584*	*33,112,924*	*33,408,177*	*(295,253)*	*24,156,331*
	Subtotal	**25,321,554**	**38,385,549**	**38,685,971**	**(300,422)**	**25,021,132**

CITY OF BANNING
Fund Summary Status
FY16 MidCycle Projections
FY 2015-16

#	FUND NAME	(1) Available Resources @ July 1, 2015	(2) FY 2015-16 Adjusted Revenue	(3) FY 2015-16 Adjusted Expenditures	(4) Proj. YTD Gain/(Loss) (Col. 2-3)	(5) Proj. Balance @ July 1, 2016 (Col. 1+4)
	Internal Service Funds					
700	Risk Management Fund	1,115,900	2,730,115	2,621,908	108,207	1,224,107
702	Fleet Maintenance	601,043	1,134,078	1,133,031	1,047	602,090
703	Information Systems Services	44,359	454,128	452,916	1,212	45,571
761	Utility Billing Administration	147,239	1,946,176	1,941,145	5,031	152,270
	Subtotal	**1,908,541**	**6,264,497**	**6,149,000**	**115,497**	**2,024,038**
	Successor Agency Funds					
805	Redevelopment Obligation Retirement Fund	106,099	3,272,098	1,741,842	1,530,256	1,636,355
810	Successor Housing Agency	37,753	50	-	50	37,803
830	Debt Service Fund	178,675	3,002,555	2,850,168	152,387	331,062
850	Successor Agency	1,535,225	253,000	1,736,322	(1,483,322)	51,903
855	2007 TAPBS Bond Proceeds	5,695,601	5,813	70,532	(64,719)	5,630,882
856	2003 TABS Bond Proceeds	276,197	32,974	-	32,974	309,171
857	2003 TABS Bond Proceeds Low/Mod	472,912	900	-	900	473,812
	Subtotal	**8,302,462**	**6,567,390**	**6,398,864**	**168,526**	**8,470,988**
	GRAND TOTAL ALL FUNDS	**74,576,130**	**86,661,699**	**90,379,429**	**(3,717,730)**	**70,923,400**

BUA RESOLUTION NO. 2015-09UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING ADOPTING THE REVISED BUDGET PLAN FOR THE FISCAL PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016, ADOPTING THE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM, AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN.

WHEREAS, the Executive Director prepared the budget plan for fiscal year 2015-16 which sets forth all of the expected revenues of the City of Banning Utility Authority (Authority), and the recommended appropriations to meet the operating and capital expenses for all Authority funds; and

WHEREAS, the Authority has considered the recommendations and approved or modified them so as to best serve the interest of the citizens of the City of Banning; and

WHEREAS, the revised budget for fiscal year 2015-16 of the City of Banning Utility Authority has been submitted to this Board, and said budget has been considered and, is in form and substance satisfactory to this Board; and

WHEREAS, the Authority departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and interfund transfers, without the consent of the Executive Director; and

WHEREAS, the Authority may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by this Board; and

WHEREAS, the Authority requires public improvements, and a capital improvement program (CIP) allows for the planning, financing, and prioritizing of said improvement; and

WHEREAS, the Authority departments may not hire in excess of the approved number of positions in the job classification as indicated by the budget detail without the consent of this Board; and

WHEREAS, certain capital projects, programs and commitments have been approved for appropriation in fiscal year 2014-15, the Deputy Finance Director shall be authorized to carry over appropriation budgets for these items as approved by the Executive Director; and

WHEREAS, it is essential that the City's Utility Authority adopt a budget plan establishing the revenues and expenditures for all of its funds;

NOW, THEREFORE, BE IT RESOLVED BY THE BANNING UTILITY AUTHORITY BOARD:

SECTION 1: The Annual Budget for the Banning Utility Authority for fiscal period July 1st, 2015 through June 30th, 2016, as summarized in the fund summary and CIP documents, is hereby approved and adopted in the form on file with the City Clerk.

SECTION 2: The Capital Improvement Program (CIP) for the Banning Utility Authority for fiscal period July 1st, 2015 through June 30th, 2020, as summarized in the fund summary and CIP documents, is hereby approved and adopted in the form on file with the City Clerk.

SECTION 3: The Budgetary and Fiscal Policies as incorporated in the budget document are hereby approved and adopted.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2015.

_____
Deborah Franklin, Chairman
Banning Utility Authority

ATTEST:

_____
Marie A. Calderon, Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
David J. Aleshire, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, Secretary to the Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution 2015-09 UA was adopted by the Banning Utility Authority of the City of Banning, at a special meeting thereof held on the 23rd day of June 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, Secretary
Banning Utility Authority
City of Banning, California

RESOLUTION NO. 2015-04 SA

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER BANNING COMMUNITY REDEVELOPMENT AGENCY ADOPTING THE REVISED BUDGET PLAN FOR JULY 1, 2015 THROUGH JUNE 30, 2016, ADOPTING THE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM, AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN

WHEREAS, the Community Redevelopment Agency of the City of Banning is a public body, corporate and politic, organized and existing under the California Community Redevelopment laws (Health & Safety Code § 33000, et seq.; hereinafter, the "CCRL"); and

WHEREAS, the City of Banning is a municipal corporation and a general law city organized and existing under the Constitution of the State of California ("City"); and

WHEREAS, as a result of Assembly Bill X1 26 (AB26), which was signed by the Governor on June 28, 2011 and confirmed by the Supreme Court (California Redevelopment Association, et al. v. Matosantos, et al. (Case No. S194861)) on December 29, 2011, all California redevelopment agencies were dissolved as of February 1, 2012 and successor entities became responsible for winding down the affairs of the former redevelopment agencies; and

WHEREAS, the City is, by operation of law, the Successor Agency to the Redevelopment Agency for purposes of winding-down the Redevelopment Agency under ABX126; and

WHEREAS, the Executive Director prepared the revised budget plan for the Fiscal Year 2015-16 which set forth all of the expected revenues of the City of Banning Successor Agency (Agency), and the recommended appropriations to meet the operating and capital expenses for all Agency funds; and

WHEREAS, the revised budget for fiscal year 2015-16 of the Successor Agency has been submitted to this Agency, and said budget has been considered and, is in form and substance satisfactory to the Agency Board; and

WHEREAS, the Agency departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and interfund transfers, without the consent of the Executive Director; and

WHEREAS, the Agency may transfer appropriations, between departments and within their respective funds, with approval of the Executive Director, as long as those appropriations do not exceed their fund total unless approved by this Board; and

WHEREAS, the Agency requires public improvements, and a capital improvement program (CIP) allows for the planning, financing, and prioritizing of said improvements; and

WHEREAS, the Agency departments may not hire in excess of the approved number of positions in the job classification as indicated by the budget detail without the consent of this Board; and

WHEREAS, certain capital projects, programs and commitments have been approved for appropriation in fiscal year 2014-15, the Deputy Finance Director shall be authorized to carry over appropriation budgets for these items as approved by the Executive Director; and

WHEREAS, it is essential that the Agency adopt a budget plan establishing the revenues and expenditures for all of its funds; and

WHEREAS, the Banning Oversight Board and California Department of Finance approve the Recognized Obligation Payment Schedule (ROPS) every six months which incorporate expenditures identified in the budget; and

WHEREAS, the Budgetary and Fiscal Policies that are incorporated into the budget document provide some policies applicable to the Agency; and

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY BOARD:

SECTION 1: The Annual Budget for the Successor Agency for fiscal period July 1st, 2015 through June 30th, 2016, as summarized in the fund summary (funds 805 to 857), is hereby approved and adopted in the form on file with the City Clerk.

SECTION 2: The Capital Improvement Program (CIP) for the Successor Agency for fiscal period July 1st, 2015 through June 30th, 2020, as summarized in the fund summary and CIP documents, is hereby approved and adopted in the form on file with the City Clerk.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2015.

_____
Deborah Franklin, Chairman
Successor Agency

ATTEST:

_____
Marie A. Calderon, Secretary
Successor Agency

APPROVED AS TO FORM AND LEGAL CONTENT:

_____

David J. Aleshire, Agency Counsel
Aleshire & Wynder, LLP

CERTIFICATION

I, Marie A. Calderon, Secretary of the Successor Agency do hereby certify that the foregoing Resolution No. 2015-04 SA was duly adopted by the Successor Agency Board at a joint meeting thereof held on the 23rd day of June, 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Marie A. Calderon, Secretary
Successor Agency

RESOLUTION NO. 2015-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2015-16, PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIIIB of the California Constitution provides that the total annual appropriations subject to limitation of each governmental entity, including this City, shall not exceed the appropriation limit of such entity of government for the prior year adjusted for changes in the cost of living or personal income and population, except as otherwise provided for in said Article XIIIB and implementing State statutes; and

WHEREAS, pursuant to said Article XIIIB of said California Constitution, and Section 7900 et seq. of the California Government Code, the City is required to set its appropriation limit for each fiscal year; and

WHEREAS, the Finance Department of the City of Banning has interpreted the technical provisions of said Article XIIIB and Section 7900 et seq., performed computations and a technical review of the documentation for the City's said appropriation limitation, and has caused the numbers upon which the City's appropriation limit was and is based; and

WHEREAS, based on such calculations the Finance Department has determined the said appropriation limit and, pursuant to Section 7910 of said California Government Code, has made available to the public the documentation used in the determination of said appropriation limit;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BANNING, that said appropriation limit for Fiscal Year 2015-16 is set in the amount of $37,670,711 for said fiscal year as incorporated in the budget document.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 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. 2015-63 was duly adopted by the City Council of the City of Banning at a joint meeting thereof held on the 23rd day of June, 2015, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

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

GANN LIMIT CALCULATION

Article XIIIB of the California State Constitution was adopted by California voters in November 1979, and is more commonly referred to as the Gann Limit. The Article places limits on the amount of revenue which can be appropriated (spent) each fiscal year. Only revenues which are considered proceeds of taxes are subject to the limit.
The limit is different for each agency and changes each year, modified for changes in inflation and population.

Fiscal Year	(1) Prior Year Gann Limit	(2) Previous Year's Population	(3) Current Year's Population	(4) * City Population Change %	(5) * County Population Change %	(6) % Change In Per Capita Income	(7) Current Year Gann Limit
06-07	24,390,824	27,954	28,128	-0.01%	3.45%	3.96%	**26,231,507**
07-08	26,231,507	28,128	28,272	-0.17%	3.31%	4.42%	**28,297,580**
08-09	28,297,580	28,272	28,348	0.19%	2.71%	4.29%	**30,311,309**
09-10	30,311,309	28,348	28,457	1.10%	1.44%	0.62%	**30,938,428**
10-11	30,938,428	28,457	28,751	0.70%	1.40%	-2.54%	**30,574,728**
11-12	30,574,728	28,751	29,844	1.14%	1.81%	2.51%	**31,909,447**
12-13	31,909,447	29,844	29,965	0.81%	0.99%	3.77%	**33,440,246**
13-14	33,440,246	29,965	30,170	0.40%	1.01%	5.12%	**35,507,426**
14-15	35,507,426	30,170	30,325	0.49%	1.12%	-0.23%	**35,822,527**
15-16	35,822,527	30,325	30,491	0.61%	1.29%	3.82%	**37,670,711**

or County % Change in Population" (column 4 or 5) and then by the "% Change in Per Capita Income" (column 6) This annual Gann adjustment figure is then added to the Prior Year's limit amount to obtain the Current Year Gann Limit amount in column 7. The shaded boxes indicate the calculation factors that were used in determining the adjustment to the Gann Limit.

*City and County population change % figures are provided by the Department of Finance Demographic Research Unit.

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CITY COUNCIL AGENDA

Date: 6/23/2015

To: City Council

From: Tim Chavez, Fire Services Battalion Chief

Subject: **Resolution 2015-48, Approving the Fire Services Protection Agreement with Riverside County Fire Department/CAL FIRE for up to three years**

RECOMMENDATION: The City Council adopts Resolution No. 2015-48, "A Resolution of the City Council of the City of Banning, Approving the Fire Services Protection, Fire Prevention and Rescue Medical Services Agreement with Riverside County Fire Department/CAL FIRE for up to three years.

JUSTIFICATION: The Riverside County Fire Department/CAL FIRE provides cost efficient, regional, cooperative, integrated fire protection.

BACKGROUND: On September 1, 1998 the City of Banning contracted with the Riverside County Fire Department /CAL FIRE as the City's Fire Protection, Fire Prevention and Rescue Medical Services provider. County Fire/ CAL FIRE is responsible for the delivery of a full range of life and property protection services. A dedicated Fire Safety Supervisor/Fire marshal, two three person paramedic engine companies currently provide these services.

FISCAL DATA: The estimate provided by the Riverside County Fire Department in "Exhibit A" to the agreement shows a total cost estimate of $2,584,608 for FY 15/16. This includes the amount for E20 shared 1/3 with County and City of Beaumont.

RECOMMENDED BY:

Tim Chavez
Fire Services, Battalion Chief

APPROVED BY:

Dean Martin
Interim City Manager

RESOLUTION NO. 2015-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING TO ENTER INTO A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING.

WHEREAS, the City of Banning has an agreement to contract for fire protection services with the County of Riverside; and

WHEREAS, the total cost of fire protection services is set forth in the "EXHIBIT 1A" at $2,526,410, which includes two fire engine companies; and

WHEREAS, the cost for the second Banning Engine Company is agreed to be shared three ways with the City of Beaumont and the County of Riverside due to its location and the nature of the cooperative, integrated, regional fire protection system that exists in Riverside County, and that total contribution from Banning is $463,056.

NOW, THEREFORE, BE IT RESOLVED, the City Council of Banning hereby authorizes the execution of the Engine 20 Agreement between the City of Banning, the City of Beaumont, and the County of Riverside, California.

PASSED, APPROVED, AND ADOPTED this 23th day of June, 2015.

_____
Deborah Franklin, Mayor
City of Banning

ATTEST:

_____
Marie A. Calderon, City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
David J. Aleshire, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION

I, Marie A. Calderon, City Clerk of the City of Banning, do hereby certify that the foregoing Resolution 2014-48 was adopted by the City Council of the City of Banning at a regular meeting thereof held on the 24th day of June, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning

A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Banning, a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55600 et seq., and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the duration of the contract period. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.

B. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes.

C. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires an increase in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase. Proper notification shall include the following: (1) The total amount of increase; (2) The effective date of the increase; and (3) The number of employees, by classification, affected by the proposed increase. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase, in addition to any other remedies available resulting from the increase in services. In no event will COUNTY authorize or approve a CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station. _____. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within thirty (30)_days of the notice provided pursuant to this section.

D. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

F. ____ ____ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. ____ ____ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars ($944.00) per day; or Six Thousand Six Hundred Eight Dollars ($6,608.00) per week.

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2015, to June 30, 2018.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

C. If CITY and COUNTY are actively negotiating the terms to a new agreement, the parties may enter into an amendment of this agreement to extend the term up to an additional one year period. During this extended term, the level of service will remain as set forth in this Agreement. .

SECTION V: TERMINATION

During the terms of this Agreement, The Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

In the event the CITY elects to use COUNTY funded Fire Marshal services, the services will be provided at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within City of Banning from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at

CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, **"Indemnitees"**) for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, **"Liabilities"**). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, **"Indemnitees"**) for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, **"Liabilities"**). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other

party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF BANNING
City Manager
City of Banning
99 East Ramsey Street
Banning, CA 92220

CITY OF BEAUMONT
City Manager
550 East 6th Street
Beaumont, CA 92223

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

///

///

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF BANNING

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

(SEAL)

APPROVED AS TO FORM:

_____

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

By: _____
ERIC STOPHER
Deputy County Counsel

EXHIBIT "1A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
ENGINE 20 STAFFING COSTS SHARED WITH
THE CITY OF BANNING, THE CITY OF BEAUMONT, & THE COUNTY OF RIVERSIDE
DATED SEPTEMBER 15, 2014 FOR FY 14/15

	CAPTAIN'S		CAPTAIN'S MEDICS		ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS	
STA #20														
Medic Engine	182,390	*1.0*			155,987	*1.0*	175,533	*1.0*	423,780	*3.0*	304,157	*2.0*	1,241,847	*8.0*
Fixed Relief	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*
Vacation Relief	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*
SUBTOTALS	182,390		0		155,987		175,533		423,780		304,157		1,241,847	
SUBTOTAL STAFF	*1*		*0*		*1*		*1*		*3*		*2*			*8*
ESTIMATED SUPPORT SERVICES														
Administrative/Operational							16,043	per assigned Staff **					128,344	*8.00*
Medic Program							6,326	per assigned Medics					18,978	*3.0*
SUPPORT SERVICES SUBTOTAL													147,322	
TOTAL STAFF COUNT														*8.00*
TOTAL ***ESTIMATED*** CITY BUDGET													$1,389,169	

City of Banning Share 1/3	$463,056.36
County of Riverside Share 1/3	$463,056.36
City of Beaumont Share 1/3	$463,056.36

SUPPORT SERVICES

Administrative & Operational Services
Finance
Training
Data Processing
Accounting
Personnel
Procurement
Emergency Services
Fire Fighting Equip.
Office Supplies/Equip.

8.0 Assigned Staff
8.00 Total Assigned Staff
0.0 Fire Stations
0 Number of Calls

Medic Program - Support staff, Training, Certification, Case Review & Reporting
(PCA 37129)

FY 14/15 POSITION SALARIES TOP STEP

272,753	DEPUTY CHIEF
269,126	DIV CHIEF
217,752	BAT CHIEF
182,390	CAPT
203,397	CAPT MEDIC
155,987	ENG
175,533	ENG/MEDIC
141,260	FF II
152,078	FF II/MEDIC
141,993	FIRE SAFETY SUPERVISOR
132,400	FIRE SAFETY SPECIALIST
113,440	FIRE SYSTEMS INSPECTOR
67,551	OFFICE ASSISTANT III
78,162	SECRETARY I

23,200	FIRE ENGINE
16,043	SRVDEL
6,781	VOL DEL
6,326	MEDIC FTE
1,345	MEDIC MONITORS/DEFIBS REPLACEMENT
66,922	BATT DEL
14,880	ECC STATION
28.58	ECC CALLS
50,446	FLEET SUPPORT
22,455	COMM/IT STATION
43.14	COMM/IT CALLS
2,596	FACILITY STATION
702.22	FACILITY FTE
2,483	HAZMAT STATION
1,012.49	HAZMAT CALLS
1,761	HAZMAT VEHICLE REPLACEMENT

CITY COUNCIL AGENDA

Date: **June 23, 2015**

To: **City Council**

From: **Tim Chavez, Fire Services Battalion Chief**

Subject: **Resolution 2015-52, Approving a contract for continued funding of Fire Engine 20 between Banning, Beaumont and Riverside County Fire.**

RECOMMENDATION: The City Council adopt Resolution No. 2015-52, "A Resolution of the City Council of the City of Banning, approving the contract for continued split funding of Fire Engine 20 as listed in the Banning Strategic Plan .

JUSTIFICATION: The City of Banning with approval of this contract will keep its current level of service to all citizens within the city of Banning, and also continue to provide service to Beaumont and the County areas within its response area.

BACKGROUND: The City of Beaumont and Riverside County Fire both have agreed to contribute funds to help maintain the current level of service (3 person staffing with 1 being a paramedic) for FY 15/16.

FISCAL DATA: The City of Beaumont and Riverside County Fire have agreed to fund 1/3 each of the total cost of E20. The City of Banning's cost of the three party agreement is *estimated* in "Exhibit A" to be $463,058 .

RECOMMENDED BY:

Tim Chavez
Fire Services, Battalion Chief

APPROVED BY:

Dean Martin
Interim City Manager

RESOLUTION NO. 2015-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING TO ENTER INTO A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING.

WHEREAS, the City of Banning has an agreement to contract for fire protection services with the County of Riverside; and

WHEREAS, the cost for the second Banning Engine Company is agreed to be shared three ways with the City of Beaumont and the County of Riverside due to its location and the nature of the cooperative, integrated, regional fire protection system that exists in Riverside County, and that total contribution from Banning is $463,056.

NOW, THEREFORE, BE IT RESOLVED, the City Council of Banning hereby authorizes the execution of the Engine 20 Agreement between the City of Banning, the City of Beaumont, and the County of Riverside, California.

PASSED, APPROVED, AND ADOPTED this 23th day of June, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

David J. Aleshire, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION

I, Marie A. Calderon, City Clerk of the City of Banning, do hereby certify that the foregoing Resolution 2014-48 was adopted by the City Council of the City of Banning at a regular meeting thereof held on the 24th day of June, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning

A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BANNING, THE CITY OF BEAUMONT, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A FIRE ENGINE COMPANY

THIS AGREEMENT, was made and entered into this _____ day of _____, 2015, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Banning and the City of Beaumont, duly created cities (hereinafter referred to as "CITIES"). And hereinafter may collectively be referred to as the "Parties".

SECTION I: PURPOSE

A. The COUNTY has contracted with the City of Banning, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Banning, dated May 14, 2013, by and between the City of Banning and the County of Riverside (the "Banning Cooperative Agreement").

B. The COUNTY has contracted with the City of Beaumont, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Beaumont, dated September 10, 2013, by and between the City of Beaumont and the County of Riverside (the "Beaumont Cooperative Agreement").

C. The CITIES and COUNTY desire to enter into a cost sharing agreement for one (1) fire engine company which will be of mutual benefit for all involved agencies. The CITIES and COUNTY agree that the current fire engine company provides service to the City of Banning as well as to the City of Beaumont and unincorporated territory of the County.

D. The City of Beaumont and COUNTY desire to contribute among the participating parties, with *each party paying one-third (1/3) of the fire engine staffing costs*.

//

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The fire engine shall be dispatched, when available, to all emergencies within the jurisdictions of the CITIES and COUNTY.

SECTION III: COST SHARE

The Parties agree the cost of the fire engine shall be billed to CITIES by the COUNTY within the normal quarterly billing pursuant to the CITIES respective Cooperative Agreements and the cost will be shown as a line item on that bill. The total amount due under this Agreement by each party will be invoiced on a pro-rata share basis on each party's respective quarterly billing. The CITIES will receive an estimated cost of the fire engine staffing based on the top step salaries of the personnel assigned to the fire engine 20, at the first of the fiscal year. The cost pool of the fire engine staffing costs shall consist of the salaries, benefits, administrative costs of Full Time Employees, and Medic Support Services costs of One (1) Fire Captains, One (1) Fire Apparatus Engineers, One (1) Fire Apparatus Paramedic, Two (2) Firefighter Paramedics, and Three (3) Firefighters.

In the event that the City of Banning secures and receives money from additional funding sources which it allocates to the services described herein, City of Banning shall give COUNTY notice within thirty (30) days, or within a reasonable time thereof, of the amount received. COUNTY will seek reimbursement on behalf of the COUNTY and the City of Beaumont by separate invoice.

SECTION IV: TERM

This agreement shall be in effect as of the last date all the Parties have approved this Agreement and shall remain in effect for fiscal years 2015/2016 (July 1, 2015 – June 30, 2016) and shall be subject to extension thereafter. All parties will work together to determine the need for an extension of this agreement prior to January 1, 2016.

The City of Banning agrees to continue to seek alternative funding sources for fire protection services.

SECTION V: INDEMNIFICATION, AUDIT, DISPUTES, & ATTORNEY'S FEES

The indemnification, audit, disputes, and attorney fees provisions as provided in the respective Cooperative Agreements referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.

SECTION VI. OWNERSHIP OF THE FIRE ENGINE

The City of Banning owns fire engine 20 and will pay the engine maintenance costs through the cost allocation plan as outlined in the "Banning Cooperative Agreement.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

COUNTY OF RIVERSIDE
County Fire Chief
210 W. San Jacinto Ave.
San Jacinto, CA 92570

CITY OF BEAUMONT
City Manager
550 E. 6th Street
Beaumont, CA 92223

CITY OF BANNING
City Manager
99 E. Ramsey
Banning, CA 92220

Any notice required to be given hereunder to either party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII. GENERAL PROVISIONS

A. ALTERATION OF TERMS.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all Parties.

B. JURISDICTION AND VENUE.

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction of the appropriate courts in the County of Riverside, State of California.

C. WAIVER.

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.

2. The CITIES respective City Manager shall administer this Agreement on behalf of its own City.

F. ENTIRE AGREEMENT.

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

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///

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF BANNING

By: _____
Andy Takata, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Marie A. Calderon, City Clerk,

By: _____
Dave Aleshire, City Attorney

(SEAL)

Dated: _____

CITY OF BEAUMONT

By: _____
Alan Kapanicas, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairperson,
Board of Supervisors

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
ERIC STOPHER,
Deputy County Counsel

By: _____
Deputy

(SEAL)

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
PRELIMINARY DATED MAY 19, 2014 FOR FY 14/15

	CAPTAIN'S		CAPTAIN'S MEDICS		ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS	
STA #20														
Medic Engine	*0	*1.0*			*0	*1.0*	*0	*1.0*	*0	*3.0*	*0	*2.0*	*0	*8.0*
STA #89														
Medic Engine	177,741	*1.0*			304,035	*2.0*			259,933	*2.0*	444,954	*3.0*	1,186,663	*8.0*
Fixed Relief	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*
Vacation Relief	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*
SUBTOTALS	177,741		0		304,035		0		259,933		444,954		1,186,663	
SUBTOTAL STAFF	*1*		*0*		*2*		*0*		*2*		*3*			*8*

***Engine 20 Staffing on separate additional Exhibit "1A"**

FIRE SAFETY SUPERVISOR (PCN 111911)	127,015	each	127,015	*1*
SUBTOTAL			$127,015	*9*
ESTIMATED SUPPORT SERVICES				
Administrative/Operational	15,290	per assigned Staff **	128,589	*8.41*
Volunteer Program	7,646	Per Entity Allocation	7,646	*1.0*
Medic Program		Medic FTE/Defib Basis	20,838	*3.0*
Battalion Chief Support	64,433	.27 FTE per Station	96,650	*1.5*
Fleet Support	41,527	per Fire Suppression Equip	83,054	*2.0*
ECC Support		Calls/Station Basis	120,618	
Comm/IT Support		Calls/Station Basis	280,636	
Hazmat Support			15,034	
SUPPORT SERVICES SUBTOTAL			753,064	
ESTIMATED DIRECT CHARGES			17,032	
COOPERATIVE FIRE ENGINE 20 STAFFING SHARE AGREEMENT			442,636	
TOTAL STAFF COUNT				*9.00*
TOTAL ***ESTIMATED*** CITY BUDGET			$2,526,410	

SUPPORT SERVICES

Administrative & Operational Services
- Finance
- Training
- Data Processing
- Accounting
- Personnel
- Procurement
- Emergency Services
- Fire Fighting Equip.
- Office Supplies/Equip.

8.0	Assigned Staff
0.41	Battalion Chief Support
8.41	Total Assigned Staff
1.5	Fire Stations
4,111	Number of Calls
3	Assigned Medic FTE
3	Monitors/Defibs
1.5	Hazmat Stations
7	Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/ Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 14/15 POSITION SALARIES TOP STEP

266,918	DEPUTY CHIEF
263,379	DIV CHIEF
245,382	BAT CHIEF
177,741	CAPT
198,345	CAPT MEDIC
152,018	ENG
171,168	ENG/MEDIC
129,966	FF II
148,318	FF II/MEDIC
127,015	FIRE SAFETY SUPERVISOR
118,433	FIRE SAFETY SPECIALIST
101,475	FIRE SYSTEMS INSPECTOR
56,023	OFFICE ASSISTANT III
66,145	SECRETARY I

23,200	FIRE ENGINE
15,290	SRVDEL
7,646	VOL DEL
6,042	MEDIC FTE
904	MEDIC MONITORS/DEFIBS REPLACEMENT
64,433	BATT DEL
12,635	ECC STATION
24.73	ECC CALLS
41,527	FLEET SUPPORT
29,393	COMM/IT STATION
57.54	COMM/IT CALLS
1,904	FACILITY STATION
528.61	FACILITY FTE
2,603	HAZMAT STATION
1,338.25	HAZMAT CALLS
1,761	HAZMAT VEHICLE REPLACEMENT

FY 14/15 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
520815	Cleaning and Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Maint-Office Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Improvements-Building

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CITY COUNCIL AGENDA

DATE: **June 23, 2015**

TO: **City Council**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Street Sweeper Purchase or Repair Options**

RECOMMENDATION: That the City Council approve staff's recommendation to pursue the procurement of a new street sweeper to replace the existing, inoperable street sweeper, in order to continue the street sweeping operations.

JUSTIFICATION: The City owns a 2000 Tymco Street Sweeper that has been non-operational since November, 2013. Staff has researched available options to the city such as repairing the existing street sweeper, replacing major components and purchasing a new street sweeper unit.

After reviewing the available options, staff along with the Budget and Finance Committee, recommend the purchase of a new street sweeper.

BACKGROUND: The City owns a 2000 Tymco Street Sweeper ("sweeper") that was put in operation in 2001 and currently has 58,894 miles on it and has operated for approximately 12,242 hours. On November 7, 2013 the sweeper ceased to operate and after assessing the sweeper staff determined that the auxiliary motor, which powers the street sweeping components (brushes, vacuum, hopper, etc.) of the vehicle, had ceased. Since the break down, the sweeper has remained in a non-operational state and the street sweeping operations throughout the city have not occurred.

Staff was directed by City Council to look at different options available to the City and as a result, staff researched the following options: (1) rebuild the existing auxiliary motor, (2) replace the existing auxiliary motor; (3) replace the street sweeping components including auxiliary motor and (4) purchase a new street sweeper.

Option 1: Rebuild the Existing Auxiliary Motor: Estimated Cost = $7,500.00 to $15,000.00
Option 1 includes the lowest cost of the four options; it is estimated that the auxiliary motor can be rebuilt for approximately $7,500.00 to $15,000.00, depending on the severity of the damage to the interior of the motor components.

It should be noted that the existing auxiliary motor would have to be equipped with a diesel particulate matter filter ("PM filter") in order to comply with Air Resource Control Board regulations. The PM filter would be an additional cost of approximately $10,000.00 to $13,000.00.

Additionally, in order to maintain the sweeper in good operating order, several sweeper components (hopper repairs, gutter broom arms and linkages, pick-up head curtains/repairs, etc.) will have to be repaired/replaced. The miscellaneous repairs will cost approximately $25,000.00 to $30,000.00.

It should also be noted that the sweeper chassis (chassis motor, drivetrain, cab structure, frame rails, cross members, etc.) are nearing the end of their useful life cycle. Industry standards reflect a useful life cycle of about 7 to 10 years for a street sweeper. Staff expects that continued use of the existing street sweeper would require ongoing maintenance, costs and delays in the City's street sweeping operation.

The total cost of Option 1 is estimated to fall within $42,500.00 to $58,000.00, which includes the PM filter and miscellaneous repairs and would require to be funded by the General Fund.

Option 2: Replace the Existing Auxiliary Motor: Est. Cost = $15,000.00 to $20,000.00
The estimated cost to replace the existing auxiliary motor with a remanufactured OEM (original equipment manufacturer) auxiliary motor is $15,000.00 to $20,000.00 and is the second least expensive option.

The same discussion regarding the life expectancy of the sweeper and expectations as identified in Option 1 apply to Option 2.

The total cost of Option 2 is estimated to be $50,000.00 to $63,000.00, which includes the PM filter and miscellaneous repairs to the sweeper as explained in Option 1 above and would require to be funded by the General Fund.

Option 3: Replacing the Existing Sweeper Components: Est. Cost = $125,000.00 to $135,000.00
This option includes a dismount of the old sweeper body, including the auxiliary motor, and the installation of a 2015 sweeper body which includes a current tier auxiliary motor. The current tier auxiliary motor will meet all emission requirements and would therefore not require the addition of a PM filter.

In addition to the benefits of having a current tier motor, Option 3 includes all new street sweeper components, which would reduce the amount of future costs and maintenance of this portion of the street sweeper.

With this option, similarly to Option 1 and 2, the chassis and primary motor would continue to require maintenance.

It is estimated that Option 3 will cost in the range of $125,000.00 and $135,000.00 and would require to be funded by the General Fund.

Option 4: Purchase of a New Street Sweeper: Est. Cost = $285,000.00 to $325,000.00
This option includes purchasing a new compressed natural gas (CNG) street sweeper. The CNG street sweeper would be in compliance with all California Air Resource Board (CARB) regulations. Diesel particulate matter requirement would not apply since the vehicle is fueled by

CNG, which can be provided by the City's CNG fueling station. Staff expects that the new equipment would require minimal routine maintenance in the early years of the street sweeper's operational life cycle.

It is estimated that the cost for Option 4 will be in the range of $285,000.00 to $325,000.00. This option meets the expenditure requirements to be funded by Fund 132, Air Quality Management District Fund and would therefore require no General Fund resources.

On June 15, 2015 staff presented the available options to the Budget and Finance Committee ("Committee"). The Committee requested that staff provide information regarding warranty periods for a new street sweeper and motioned to recommend to City Council to pursue the option of purchasing a new street sweeper. The information requested by the Committee is attached as Exhibit "A" and is for a particular make (Tymco) street sweeper.

If approved, staff will pursue the procurement of a new street sweeper in accordance with the City's purchasing policies.

FISCAL DATA: Option 1, 2 and 3 will require an appropriation from the General Fund to the Street Fund.

Option 4 can be funded through Fund 132, Air Quality Management District (AQMD) fund. Fund 132 receives quarterly allocations to improve air quality. Quarterly allocations range from $30,000.00 to $38,000.00. Qualifying expenditures include the purchase of alternative fuel vehicles. The fund balance is projected to be $268,000.00 at the end of the 2014/2015 fiscal year.

RECOMMENDED BY:

Art Vela
Acting Director of Public Works

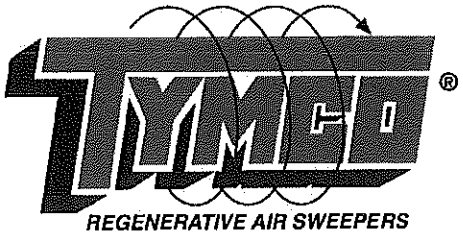
REVIEWED BY:

Dean Martin
Interim City Manager/Administrative Services Director

Attachments:
1. Exhibit "A" – Warranty Information

ATTACHMENT 1

EXHIBIT A - WARRANTY INFORMATION (TYMCO)



REGENERATIVE AIR SWEEPER®
WARRANTY

TYMCO REGENERATIVE AIR SWEEPERS ("TYMCO Product") are warranted to be free from defective materials and workmanship for a period of 12 months or 1,000 hours from date of delivery and such period being hereinafter referred to as "warranty period." It is the sole responsibility of the dealer in whose territory the TYMCO Products are used ,with respect to the warranty period to replace, free of charge, F.O.B. Waco, Texas, any original TYMCO part or parts which may prove to be defective due to defective workmanship or materials within the warranty period. This warranty does not apply to instances where there has been use of unauthorized parts or changes to the TYMCO Product, whether done voluntarily or by incompetence, carelessness, negligence, accident or need of attention upon the part of the purchaser, agents, employees or other parties.

This warranty shall not cover normal maintenance and adjustments, and shall not include, nor shall Seller or TYMCO be liable or responsible for, material for normal wear and usage.

TYMCO reserves the right to change the design and construction of the TYMCO Product when, in its sole discretion, any such change represents an improvement to the TYMCO Product.

All non Tymco purchased equipment and accessories are subject to that manufacturer's guarantee to the extent that such guarantee may apply and are not subject to this warranty nor to any implied warranty by TYMCO or the Seller.

THIS WARRANTY BY TYMCO AND/OR SELLER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER TYMCO NOR SELLER SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE, WHETHER DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL WITH RESPECT TO THE SALE, USE OR PURCHASE OF THE TYMCO PRODUCT. FURTHER, NEITHER TYMCO NOR SELLER SHALL BE LIABLE FOR ANY DAMAGES BY REASON OF LOSS OF PRODUCTION, DOWN TIME, LOSS OF PROFITS OR LOSS OF INCOME ARISING FROM ANY REASON WHATSOEVER.

NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITY ON TYMCO'S BEHALF UNLESS MADE IN WRITING BY TYMCO, AND NO PERSON IS AUTHORIZED TO GIVE ANY WARRANTIES OR TO ASSUME ANY LIABILITIES ON THE SELLER'S BEHALF UNLESS MADE IN WRITING BY THE SELLER.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

FREIGHTLINER M2-112 DIESEL
EXTENDED WARRANTY
1/1/15

YEARS/ MILES		PRICE
	CUMMINS ISL G 8.9 ENGINE:	
PLAN 1 -		
3/100K		$ 2,200.00
3/150K		$ 3,200.00
4/150K		$ 3,800.00
4/200K		$ 5,700.00
5/150K		$ 4,125.00
5/200K		$ 6,125.00
5/250K		$ 8,575.00
BASIC VEHICLE:		
5/150K		$ 3,200.00
ALLISON 2500RDS		
5 Years/Unlimited		$ 675.00
TOWING		
2/Unlimited		$ 375.00
3/Unlimited		$ 575.00
4/Unlimited		$ 700.00
5/Unlimited		$ 875.00

CUMMINS WARRANTY INFORMATION (UNITED STATES AND CANADA)

ISL G Automotive Base Engine Warranty

* Coverage begins with delivery of engine to first user.
* 2 years / 250,000 miles (402,336 kilometers)
* This warranty covers any failures of the Engine which result, under normal use and service, from defects in material or factory workmanship (Warrantable Failure).

Optional Cummins Westport Protection Plan 2

* 100% Parts and Labor
* Covers Internal components and major engine systems.
* Covers all these components, including listed parts below and their mounting hardware and gaskets:
  - Cylinder head assembly
  - Rocker lever assembly
  - ECM
  - Piston, rings and liners
  - Lube oil cooler assembly
  - Cylinder block assembly
  - Front gear cover
  - Oil pan
  - Connecting rod assembly
  - Lube pump assembly
  - Camshaft and bushings
  - Cam follower assemblies
  - EGR cooler, valve and mixer
* Options:
  - o 3yr / 100,000 miles (160,000 km)
  - o 3yr / 150,000 miles (241,402 km)
  - o 4yr / 150,000 miles (241,402 km)
  - o 4yr / 200,000 miles (320,000 km)
  - o 5yr / 100,000 miles (160,000 km)
  - o 5yr / 150,000 miles (241,402 km)
  - o 5yr / 200,000 miles (321,869 km)
  - o 5yr / 250,000 miles (402,336 km)
  - o 5yr / 300,000 miles (482,803 km)
  - o 6yr / 250,000 miles (402,336 km)
  - o 7yr / 250,000 miles (402,336 km)

Optional Cummins Westport Protection Plan 1

* Covers all components listed in Protection Plan 2 - PLUS Turbo, Throttle Plate Actuator and Water Pump.
* Options:
  - o 3yr / 100,000 miles (160,000 km)
  - o 3yr / 150,000 miles (241,402 km)
  - o 4yr / 150,000 miles (241,402 km)
  - o 4yr / 200,000 miles (320,000 km)
  - o 5yr / 100,000 miles (160,000 km)
  - o 5yr / 150,000 miles (241,402 km)
  - o 5yr / 200,000 miles (321,869 km)
  - o 5yr / 250,000 miles (402,336 km)

Optional Cummins Westport 6/3 Major Components Plan

* 6 yr / 300,000 miles (482,804 km)
* 100% Parts and Labor
* Covers major components:
  - Engine cylinder block casting
  - Engine crankshaft forging
  - Engine camshaft forging
  - Valve covers
  - Flywheel housing
  - Oil cooler cover/filter heads
  - Intake manifold castings
  - Gear cover and housing
  - Engine connecting rods
  - Oil pan
  - Engine connecting rod bolts/capscrews
  - Engine cylinder head castings
  - Engine cylinder head capscrews
  - Gear train gears:
  - Crankshaft gear
  - Camshaft gear
  - Camshaft idler gear
  - Accessory drive gear
  - Fuel pump drive gear

DC 995-1AD FREIGHTLINER LEVEL I WARRANTY

Daimler Trucks North America warrants that each new Business Class **M112** vehicle, with the exception of certain excluded components and parts, will be manufactured to the specifications agreed upon and will be free from defects in material and workmanship which appear under normal use and service, subject to different time and distance limitations for specific components and parts as set forth below.

Description	Coverage (1)
Basic	1 year or 100,000 miles/161 000 km
Alliance Batteries	1 year or 100,000 miles/161 000 km
Drivetrain	3 years or 300,000 miles/483 000 km
Cab Structure	3 years or 300,000 miles/483 000 km
Cab Corrosion/Perforation	5 years Unlimited
Frame Rails	6 years or 750,000 miles/1 207 000 km
Crossmembers	6 years or 750,000 miles/1 207 000 km
Brightwork	6 months Unlimited
Chassis Paint	6 months Unlimited
Corrosion (excluding Cab Corrosion)	6 months Unlimited
Paint	1 year or 100,000 miles/161 000 km

1. Time or distance, whichever occurs first.

WARRANTY

A. CERTIFIED EMISSIONS INDUSTRIAL ENGINE LIMITED WARRANTY

1. KEM Equipment, Inc. "the company" warrants each new Industrial engine, and factory installed accessories, to be free from defects in material and workmanship for the life of the warranty.
2. The warranty shall be in force only after KEM receives a properly completed Warranty Registration Form from the original purchaser. The Warranty commences on the date of the first retail purchase and applies to the original and subsequent purchasers. However, in no event shall the duration of the Warranty exceed three (3) years or 2500 hours measured from the original retail sale date. All subsequent purchasers must inform KEM in writing of the sale of the engine (and pay a $150.00 transfer fee) to continue the warranty. If notification and payment is not received by KEM within 30 days of the resale, the warranty will be null and void.
3. The company obligation is limited to repairing or replacing those parts that are defective in material and workmanship only. At KEM's option it may replace such part with a part of equal quality to remedy any malfunction resulting from a defect in material or workmanship. Optionally, KEM may provide for the repair or replacement of any defective part at the selling dealership or a service center of KEM'S choice. KEM will make payment reimbursements for labor to replace such part as previously provided in the then current flat rate manual.
4. KEM distributors or service centers must be advised of any warranty related problem prior to the expiration of the warranty.
5. This warranty will ***not*** apply to:

- **Use of accessories or parts not manufactured or sold by KEM Equipment, Inc.**
- **Neglect; failure to follow maintenance schedules; accident; abnormal operation; misuse or negligence; improper maintenance or installation; racing or unapproved engine modifications.**
- **Problems arising from incorrect installation or modifications to the exhaust components, fuel lines, cooling system components; or engine damage due to incorrect electrical connections.**
- **Rust, corrosion, invasion effects of weather, or electrolysis.**
- **Detonation or operation with fuels, oils or lubricants, which are not suitable for use with this product. Detonation causes: Poor fuel quality, overloading of engine, improper gear, engine overheating, excessive back pressure, incorrect ignition timing.**
- **Reimbursement for: Storage charges, rental charges of any type, inconvenience of any type, loss of time or income, expense of returning KEM product to a service facility, towing, lodging, travel time, loss or damage to personal property.**

6. Reasonable access must be provided to the product for warranty service.
7. Warranty service must be requested by delivering the product for inspection to the retailer from whom the product was purchased or any convenient Industrial Service Center.
8. Proof of warranty must be provided at time of request for warranty service. A properly completed warranty registration must be on file with KEM.
9. Accurate service records must be available at the time of a warranty request.
10. Distributors, dealers and service providers are not agents for KEM. The company's obligation under this warranty is strictly and exclusively limited to the repair or

replacement of defective parts and does not authorize any person to create for it any obligation of liability in connection with this product nor does the company assume any obligation due to incorrect or defective installation by the dealer.

11. All incidental and/or consequential damages are excluded from this warranty. Implied warranties are limited to the life of this warranty. All implied warranties including merchantability fitness for a particular purpose or otherwise are disclaimed in their entirety after expirations of the appropriate 3 year / 2500 hour warranty period. This warranty gives you specific rights, and you may also have other rights, which may vary from state to state.
12. KEM reserves the right to change or improve design of any product previously assembled without notice and without obligation.
13. In the event that a warranty claim is required outside of the continental United States, with the exception of Alaska, Hawaii and Canada there may be additional charges to the engine owner. KEM will not warranty any engine outside the continental United States, with the exception of Alaska, Hawaii and Canada unless competent and trained personnel are available to provide service to the engine.

B. Emission Control Warranty

General Emissions Warranty Coverage
KEM Equipment, Inc. warrants to the ultimate engine purchaser and each subsequent purchaser that the Off-Road Large Spark-Ignition engines produced and certified by KEM Equipment, Inc. are designed, built, and equipped so as to conform to all applicable California ARB and U.S. EPA regulations. KEM warrants that all such engines are also free from defects in materials and workmanship.

Your Warrant Rights and Obligations
The California Air Resources Board, U.S. EPA and KEM Equipment, Inc. are pleased to explain the emission control system warranty on your new 2007 and subsequent model year Off-Road Large Spark-Ignition (LSI) engine. New LSI engines must be designed, built and equipped to meet stringent Federal and State anti-smog standards. KEM Equipment, Inc. must warrant the emission control system on your engine for the periods of time listed provided there has been no abuse, neglect or improper maintenance of your engine.

The emission control system on your new LSI engine may include parts such as the mixer, regulator or fuel injection system, ignition system, engine computer module (SECM), catalytic converter and air induction system. Also included may be sensors, hoses, belts, connectors and other associated emission-related assemblies. Please see **Emission Warranty Parts List** for a full disclosure of those parts covered under this Emission Control Warranty.

Where a warrantable condition exists, KEM Equipment, Inc. will repair your LSI engine at no cost to you including diagnosis, parts, and labor (travel expenses excluded).

KEM Equipment Inc. Warranty Coverage:
The new 2007 and subsequent model year off-road large spark-ignition engines are warranted for 3 years or 2500 hours of service, whichever occurs first from the date the equipment is delivered to the first retail purchaser or when the equipment is first placed in service. If any emission-related part on the engine is determined to be defective, the part will be repaired or replaced at no cost to you at an authorized KEM Equipment, Inc. service facility.

Owner's Warranty Responsibilities

As the off-road LSI engine owner, you are responsible to perform the **required maintenance listed in your owner's manual**. KEM Equipment, Inc. recommends that you retain all records covering maintenance on your off-road engine, but KEM Equipment, Inc. cannot deny warranty solely for the lack of receipts or for your failure to perform all scheduled maintenance.

As the off-road large spark-ignition engine owner, you should however be aware that KEM Equipment, Inc. may deny you warranty coverage if your off-road large spark ignition engine or a part has failed due to abuse, neglect, improper maintenance, unapproved modifications, or use of fuel(s) not in compliance with KEM's recommended fuel specifications.

You are responsible for initiating the warranty process. KEM suggests that you present your off-road large spark-ignition engine to an authorized KEM Equipment, Inc. dealer as soon as a problem exists. The warranty repair should be completed by the dealer as expeditiously as possible.

If you have any questions regarding your warranty rights and responsibilities, you should contact KEM Equipment, Inc. at (503) 692-5012.

General Emissions Warranty Coverage

Any warranted part that is not scheduled for replacement as required maintenance in the written instructions provided by KEM Equipment, Inc. will be warranted for the warranty period specified in this document. If any such part fails during the period of warranty coverage, it will be repaired or replaced by KEM Equipment Inc. according to the provisions contained herein. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.

Any warranted part that is scheduled only for regular inspection in the written maintenance instructions to the effect of "repair or replace as necessary" will not reduce the period of warranty coverage. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.

Any warranted part that is scheduled for replacement as required maintenance in the written instructions will be warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by KEM Equipment, Inc. according to the procedures specified in this document. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.

Repair or replacement of any warranted part under the warranty provisions will be performed at no charge to the owner at a warranty station.

Warranty services or repairs will be provided at all manufacturer distribution centers that are franchised to service the subject engines.

The owner will not be charged for diagnostic labor that leads to the determination that a warranted part is in fact defective, provided that such diagnostic work is performed at a warranty station.

KEM Equipment, Inc. will be liable for damages to other engine components

proximately caused by a failure under warranty of any warranted part provided by KEM Equipment, Inc.

Throughout the engine's warranty period defined, KEM Equipment, Inc. will maintain a supply of warranted parts sufficient to meet the expected demand for such parts.

Any replacement part, as defined in California Code or Regulations Section 1900 (b) (13), Title 13, may be used in the performance of any maintenance or repairs and will be provided without charge to the owner. It is not necessary for replacement parts to be the same brand or by the same manufacturer as the original part sold with the engine. Such use will not reduce the warranty obligations of KEM Equipment, Inc.

ADD-on or modified parts, as defined in California Code of Regulations Section 1900 (b) (1) and (b)(10), Title 13, may not be used. Such use will, at the discretion of KEM Equipment, Inc., be grounds for disallowing a warranty claim. KEM Equipment, Inc. will not be liable under this article to warrant failures of warranted parts caused by the use of such an add-on or modified part.

C. Emission Warranty Parts List

Warranty 3 years or 3,500 hours

1. Base Engine
    a. GM Base Engine Assembly

Warranty 3 years or 2,500 hours

1. Fuel Metering System
    a. Fuel injection system
    b. Air/fuel ratio feedback and control system
    c. Carburetor system (internal parts and/or pressure regulator or fuel mixer or injection system).

2. Air Induction System
    a. Intake manifold or air intake system

3. Exhaust system
    a. Catalytic converter
    b. Exhaust manifold

4. Positive Crankcase Ventilation (PCV) System
    a. PCV Valve
    b. Oil Filler Cap

5. Ignition Control System
    a. Engine Control Module (ECM)
    b. Ignition module(s)

6. Miscellaneous items Used in Above Systems (Unless a normal wear item)
    a. Vacuum, temperature, and time sensitive valves and switches.
    b. Sensors used for electronic controls
    c. Hoses, belt connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware
    d. Pulleys, belts and idlers

CITY COUNCIL AGENDA

DATE: **June 23, 2015**

TO: **City Council**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Resolution No. 2015-55, "Approving a Professional Services Agreement with Western Riverside Council of Governments for Residential and Commercial Diversion Services"**

RECOMMENDATION: The City Council adopt Resolution No. 2015-55, "Awarding a Professional Services Agreement to Western Riverside Council of Governments for Residential and Commercial Diversion Services" in the amount of $50,000.00 for a one year period.

JUSTIFICATION: The award of a Professional Services Agreement to Western Riverside Council of Governments ("WRCOG") will assist the City in meeting the requirements of Assembly Bills 939, 341 and 1826.

BACKGROUND: WRCOG is an association that represents member local governments, mainly cities and counties, that seek to provide cooperative planning, coordination, and technical assistance on issues of mutual concern that cross jurisdictional lines. WRCOG assists local agencies and counties with various aspects including, but not limited to, regional transportation issues, community growth and development, and environmental issues to name a few. WRCOG has continuously provided the City of Banning with valuable services within the realm of environmental compliance.

The existing Professional Services agreement between the City of Banning and WRCOG expires on June 30, 2015. Under the agreement, WRCOG provides valuable services and activities that assist the City in meeting AB 939 and AB 341 requirements. In order to remain in compliance and to address the new requirements of AB 1826, renewal of the agreement is prudent. A summary of the Assembly Bills, as well as, provided WRCOG services is attached as Exhibit "A". WRCOG serves as the recycling and diversion coordinator for the City, implementing the education and outreach programs, in addition to performing State related monitoring and reporting on behalf of the City, all of which are required under the above mentioned Assembly Bills. Under the agreement, WRCOG will also provide grant related services that pertain to these Assembly Bills in order to maintain and increase commercial and residential diversion.

The proposed professional services agreement with WRCOG, is attached hereto as Exhibit "B" is for a one year period beginning July 1, 2015 and ending June 30, 2016. In summary, the scope of services include staffing for outreach events, promotional development, Banning Chamber Of Commerce events, commercial business visits, household hazardous waste and bulky goods

events, business workshops, grant assistance, franchise agreement assistance, and Assembly Bill monitoring and reporting.

FISCAL DATA: Funding for the Professional Services Agreement in the amount of $50,000.00 is available in Refuse Account No. 690-9600-453.33-11 (Professional Services) for Fiscal Year 2016.

RECOMMENDED BY:

Art Vela
Acting Director of Public Works

REVIEWED / APPROVED BY:

Dean Martin
Interim City Manager/
Administrative Services Director

Attachments:

1. Exhibit "A" – WRCOG Memorandum (Assembly Bills & Services)
2. Exhibit "B" - Proposed Agreement with WRCOG dated July 1, 2015

RESOLUTION NO. 2015-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS FOR RESIDENTIAL AND COMMERCIAL DIVERSION SERVICES

WHEREAS, Western Riverside Council of Governments ("WRCOG") is an association that represents member local governments, mainly cities and counties, that seek to provide cooperative planning, coordination, and technical assistance on issues of mutual concern that cross jurisdictional lines such as regional transportation issues, community growth and development and environmental issues.; and

WHEREAS, WRCOG has continuously provided the City of Banning with valuable services within the realm of environmental compliance; and

WHEREAS, the existing Professional Services agreement between the City of Banning and WRCOG expires on June 30, 2015 and under the agreement WRCOG provides valuable services and activities that assisted the City in meeting AB 939 and AB 341 requirements; and

WHEREAS, scope of services include staffing for outreach events, promotional development, chamber events, commercial business visits, household hazardous waste and bulky goods events, business workshops, grant assistance, franchise agreement assistance; and monitoring and reporting; and

WHEREAS, WRCOG's services will ensure that the City of Banning remains in compliance and meets the requirement of Assembly Bills 939, 341 and 1826; and

WHEREAS, the professional services agreement with WRCOG is attached hereto as Exhibit "A" is for a one year period beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, funding for the Professional Services Agreement in the amount of $50,000.00 is available in Refuse Account No. 690-9600-453.33-11 (Professional Services) for Fiscal Year 2016.

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

SECTION 1. The City Council adopt Resolution No. 2015-55, "Approving a Professional Services Agreement to Western Riverside Council of Governments for Residential and Commercial Diversion Services" in the amount not to exceed $50,000.00 for a one year period beginning July 1, 2015.

SECTION 2. The City Manager is authorized to execute the Professional Services Agreement between the City of Banning and WRCOG, in a form approved by the City Attorney. This

authorization will be rescinded if the contract agreements are not executed within ninety (90) days of the date of this resolution.

PASSED, APPROVED, AND ADOPTED this 28th day of June, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-55 was adopted by the City Council of the City of Banning at the regular meeting thereof held on the 28th day of June, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTACHMENT 1 - EXHIBIT "A"

WRCOG Memorandum (Assembly Bills & Services)

Western Riverside Council of Governments
Solid Waste Technical Committee

Staff Report

Subject: **WRCOG's Fiscal Year 2015/1016 Contract Services**

Contact: **Jennifer DiCiano, Program Manager, diciano@wrcog.cog.ca.us, (951) 955-8587**

Date: **June 23, 2015**

WRCOG contracts with the City of Banning to implement mandated recycling outreach and educational programs that are required by the State of California under Assembly Bill (AB) 939, AB 341, and AB 1826 for local jurisdictions to meet solid waste diversion goals.

Summary of local jurisdictions requirements under AB 939, AB 341, and AB 1826:

AB 939 Requirements: Mandated local jurisdictions to meet solid waste diversion goals of 25 percent by 1995 and 50 percent by 2000. The California Integrated Waste Management Board determined this diversion by looking at the base-year solid waste generation (waste normally disposed of into landfills) to determine the amount of solid waste diverted. To help in the increase of diversion rates, each jurisdiction was required to create an Integrated Waste Management Plan that looked at recycling programs to include education/outreach, purchasing of products and waste minimization.

Although the City of Banning has met the 50 percent diversion goal mandate, educational programs remain to be critical for local jurisdictions in order to meet the mandatory commercial recycling measures listed under AB 341, and the recent statewide solid waste diversion goal of 75 percent by the year 2020.

AB 341 Requirements: On and after July 1, 2012, a business that generates more than four cubic yards of commercial solid waste per week or is a multifamily residential dwelling of five units or more shall arrange for recycling services, consistent with state or local laws or requirements, including a local ordinance or agreement, applicable to the collection, handling, or recycling of solid waste, to the extent that these services are offered and reasonably available from a local service provider.

All local jurisdictions shall implement a commercial solid waste recycling program that consists of education, outreach and monitoring of businesses, that is appropriate for that jurisdiction and is designed to divert commercial solid waste from businesses. The City shall report the progress achieved in implementing its commercial recycling program, including education, outreach and monitoring, and if applicable, enforcement efforts and exemptions, by providing updates in its electronic AB 939 Annual report.

Purpose of AB 341: To reduce GHG emissions by diverting commercial solid waste to recycling efforts and to expand the opportunity for additional recycling services and recycling manufacturing facilities in California.

AB 1826 Requirements: Requires businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week.

- This law requires that on January 1, 2016: Local jurisdictions must have an organic waste (food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste) recycling program in place to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units (please note, however, that, multifamily dwellings are not required to have a food waste diversion program).

Jurisdictions must conduct outreach, education to inform businesses how to recycle organic waste in the jurisdiction, and monitoring to identify those not recycling and inform them of the law and how to recycle organic waste.

- April 1, 2016: Businesses that generate eight cubic yards of organic waste per week, must arrange for organic waste recycling services.

- January 1, 2017: Businesses that generate four cubic yards of organic waste per week, must arrange for organic waste recycling services.

- August 1, 2017 and Ongoing: Jurisdictions must provide information about their organic waste recycling program implementation in the annual report submitted to CalRecycle.

- The law also requires that each jurisdiction's program contain certain common elements. These requirements are applicable whether or not the jurisdiction meets its 50 percent per capita disposal target.

WRCOG serves as the recycling coordinator for the City, implementing the education and outreach programs, and monitoring of businesses, all of which are required under AB 939, AB 341, and AB 1826.

WRCOG Tasks include:

- Education
    - Work with Waste Management Inc.(WM), to acquire a list of businesses and multifamily (MF) dwellings that are required to recycle and do not currently have a recycling program.
    - Contact by phone business and MF dwellings to notify them regarding any new legislation that would impact there business.
    - Schedule on-site visits with business and MF dwellings.
    - Provide business and MF dwellings with an overview of their requirements under AB 341.
    - Provide business and MF dwellings with an overview of the City's requirements under AB 341.
    - Provide business and MF dwellings with the best approach to start a recycling service.
    - Provide business and MF dwelling with the contact person from WM to assist with setting up a recycling program.
    - Follow-up with businesses and MF dwellings to confirm that correspondence has been successful with Waste Management Inc., staff, and a recycling service option has been provided.
    - Offer MF dwellings a short workshop for their tenants on best practices for recycling.
    - Provide business and MF dwellings with an AB 341 informational flyer to distribute to tenants and to post on their website.
- Outreach
    - Provide articles for the Chamber of Commerce monthly newsletter on AB 341and the benefits of recycling as needed.
    - Update the business Recycling Guide (Guide) and distribute to business and MF Dwellings as needed.
    - Post AB 341 information on the City website and WRCOG website.
    - Attend the Chamber of Commerce Business to Business meetings as needed.
    - Staff booths at community events and provide residents and businesses with recycling tools and kits, which are purchased and created with Contract funds.
    - WRCOG provides a 1-800 number for residents, businesses, and MF dwellings to call for information regarding recycling, bulky goods days, and the proper disposal of household hazardous waste materials.
- Monitoring
    - Follow-up with businesses that are not recycling and remind them about the state law and the various ways that they could recycle.
    - Targeting the largest businesses the first year and bringing in other businesses in subsequent years.

    - WRCOG works with WM to monitor and notify businesses that are not recycling; however, WRCOG initiates site visits to provide the education.
    - WRCOG contacts WM to inform them of which businesses and MF dwellings have been revisited and are ready to begin a recycling service.
- Reporting
    - WRCOG prepares the City's Annual AB 939 report and the report requires detailed information on the establishment, educational outreach efforts, successes, and follow-up of the AB 341 Mandatory Recycling Program.

Other WRCOG's Services:

- Schedules 2 Bulky Goods Day events.
- Prepares a letter to Riverside County Department of Waste Resources (RCDWR) to receive 30 free dump passes to hand out at each Bulky Goods events (letter must be delivered to RCDWR 45 days prior to events.
- Schedules monthly meetings with the City and WM.
- Provides a summary of the meetings to the City and WM.
- Provide tools for community clean-ups upon request.
- Review franchise agreement and provide recommendations upon request.
- Provide the City with updates on state and federal grant opportunities and prepare grant applications upon request. Past grants include:
    - WRCOG Regional Household Hazardous Waste Grant for the collection of household batteries in the amount of $358,810.
    - WRCOG Regional Used Oil Program in the amount of $277,356.
    - U.S. Department of Energy Workforce Grant in the amount of $48,000.
    - CalRecycle Sharps Container Grant – Provided the City of Banning with 1,450 sharps containers to distribute to residents to place their used sharps/needles
    - Provides the City with grant opportunities

WM's Services – Operations:

WM serves as the operations for waste and recycling collection and hauling services for the City of Banning, that is required under AB 939, AB 341, and AB 1826.

- Provide residential curbside pick-up of trash, green waste and recyclables.
- Provide businesses/commercial sector with trash and recycling services.
- Provide roll-off bins during the City Bulky Goods Day events.
- Come January 1, 2016, WM will provide organic waste recycling services to businesses that generate over 8 cubic yards of organics.
- Provides the businesses/commercial sector with information on AB 341and AB 1826.
- Provides recycling bins for Stagecoach Days and the annual Disaster Survival Expo.

ATTACHMENT 2 - EXHIBIT "B"

Proposed Agreement with WRCOG dated July 1, 2015

CONTRACT SERVICES AGREEMENT

FOR SERVICES RELATED TO RESIDENTIAL AND COMMERCIAL DIVERSION

By and Between

THE CITY OF BANNING, A MUNICIPAL CORPORATION

and

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

AGREEMENT FOR CONTRACT SERVICES FOR SERVICES RELATED TO RESIDENTIAL AND COMMERCIAL DIVERSION BETWEEN THE CITY OF BANNING, CALIFORNIA AND WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this **1st day of July, 2015** by and between the **CITY OF BANNING**, a municipal corporation ("City") and **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**, ("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 FIFTY THOUSAND DOLLARS ($50,000.00)** (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the 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:

Jennifer DiCiano	Program Manager
(Name)	(Title)
Taylor York	Staff Analyst
(Name)	(Title)
TBD	Intern
(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 attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other

discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of 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 Not Applicable ($ N/A) 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

_____

, Interim City Manager

ATTEST:

_____

Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

David Aleshire, City Attorney

CONSULTANT:

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____
Name: Rick Bishop
Title: WRCOG Executive Director

By:_____
Name:
Title:

Address:_____

_____

_____

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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

☐ INDIVIDUAL
☒ CORPORATE OFFICER
Executive Director

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
Western Riverside Council of Governments

_____

DESCRIPTION OF ATTACHED DOCUMENT

Contract Service Agreement
_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

NONE
_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services for a one year period beginning July 1, 2015 and ending June 30, 2016:

A. Attend monthly and or quarterly meetings with City staff and Waste Management Inc., (WMI) staff to address any issues with the waste and recycling hauling services. The City will decide when the meetings will be held.

B. Attend and provide updates to the City Council on endeavors made to promote recycling and waste reduction.

C. Assist the City in any franchise agreement negotiations or rate analysis as needed.

D. Promote the City's Bulky Goods Day events via utility billing inserts two (2) times per year and work each event.

E. Schedule a document shredding service to be present at each Bulky Goods Day events.

F. Schedule with Filter Recycling Services to provide the proper containers to collect various types of household batteries at each Bulky Goods Day events and to pick-up the batteries for proper disposal.

G. Promote the City's Household Hazardous Waste (HHW) events via The Record Gazette and/or billing insert two (2) times per year.

M. Provide the City with updates on state and federal grant opportunities, prepare and manage grants upon request.

N. Provide the City with a draft Construction and Demolition Ordinance to be included in Franchise Agreement, which is to include but not limited to the following:
- Require a percentage of waste to be recycled.
- Require WM to monitor the recycling activities.
- Require WM to provide the City with an annual report of total tons of recyclables collected from developers.

O. Provide the commercial sector (businesses and multifamily complexes) with an annual updated comprehensive brochure on mandatory recycling legislation to include:
- AB341 – Mandatory Commercial Recycling for a business and/or MF complex that generates 4 or more cubic yards of solid waste.
- AB 1826 – Mandatory Organics Recycling - new legislation that requires any business that generates over 8 cubic yards of organics per week to have a

recycling service. The City is required to educate businesses on this legislation by January 1, 2016.

The brochure also outlines all the services available through the City's current waste hauler including the following:

- Listings of local recycling centers and additional resources where businesses can take recyclable materials or schedule to have items picked up.
- Opportunity to request a free waste stream audit, WRCOG will assist WMI with businesses waste audits upon request.

P. AB 939 – Mandatory Residential Recycling and continuing education- Provide the residential sector with the updated *Complete Guide to Residential Recycling (Guide),* which provides residents with numerous sources of recycling information that the City is required to provide under AB 939. The Guide provides residents with important recycling resources such as:

- Used oil/oil filter recycling locations.
- The Riverside County Household Hazardous Waste (HHW) Collection Facilities locations and hours of operation.
- A list of materials the County accepts and does not accept at their HHW facilities.
- Locations on where to take old tires.
- Locations on where to take electronics.
- A list of Recycling Centers that take cans, bottles, plastic bottles, and other types of metals.
- Information on the different types of recyclable plastic containers and what the numbers located in the recycling arrows mean.
- Information of composting food scraps and yardwaste.
- Tips on source reduction (the best way to reduce waste is to prevent it).
- A list of City/County resources.

Q. WRCOG will work the Stagecoach Days Event, the Spring Festival, and two Bulky Goods Day events. Upon request will work and staff a booth at other community events.

R. Purchase items that promote and educate residents to reduce waste, reuse when possible and recycle. The items will be distributed to residents during the events mentioned in item Q.

S. Provide the City with tools and equipment for City clean-up events.

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

A. Minutes summarizing monthly meetings.

B. Council presentation materials providing Council updates on endeavors made to promote recycling and waste reduction.

C. Provide rate analysis sheets and documents related to negotiations with WMI upon request by the City.
D. City utility bill insert advertisements two (2) times per year promoting the Bulky Item events.
E. Hire a Document Shredding Service for each Bulky Goods Day events.
F. Provide the Record Gazette, and/or utility billing insert advertisements two (2) times per year promoting the HHW events.
G. Updating as needed, the Business Recycling Guide/ Brochure outlining available services.
H. Recycling and diversion legislation outreach and updates- AB 341, AB 939, and AB 1826, require education and outreach to either the businesses and/or residential sectors.
I. Create presentation and/or educational materials for the business community.
J. Purchase items for business tools kits, city clean-ups and residential education as needed.
K. Provide articles to the Chamber of Commerce to place in the monthly newsletter as needed.
L. Prepare and manage grants upon request.

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:

Monthly summary reports to be submitted to the City recapping progress and efforts.

IV. All work products are 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. Jennifer DiCiano, Program Manager
B. Taylor York, Staff Analyst
C. TBD, Secretary
D. TBD, Intern

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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EXHIBIT "C"
COMPENSATION

I. Consultant shall provide services at the following rates:

The total funding in the amount of Fifty Thousand Dollars ($50,000.00) is budgeted for fiscal year 2015-2016. Funding will be dispersed at completion of each task and upon approval of the City of Banning, Director of Public Works.

	Activity	Budget	Performance Time
A.	Staffing for AB 939 residential outreach events, promotional development, chamber events, commercial business site visits/audits for AB 1826 and AB 341, HHW and Bulky Goods Day events, business workshops, and franchise agreement assistance. The City will be updated on grant opportunities and WRCOG will provide grant assistance when requested.	$25,000.00	July, 1 2015 – June 30, 2016
B.	Business kits-estimated cost, (could be more or less depends on if items are needed)	$13,858.05	November/December 2015
C.	Chamber news articles and printing of brochures	$1,131.95	Monthly or as Needed
D.	Mileage reimbursements for events and commercial audits.	$300.00	July 1, 2015 – June 30, 2016
E.	Advertisements for HHW, Bulky Goods Day Events, Business Expo, and Art Festival.	$3,360.00	Dates provided by Riverside County
F.	Hire Filter Recycling Services to drop-off containers for the collection of spent household batteries during the Bulky Goods Day events and to pick-up spent batteries for proper disposal. (This cost is based on the amount of batteries collected and the types of batteries collected).	$5,000.00	Upon request by City
G.	Insurance required under the WRCOG/Banning Agreement/Contract	$350.00	Insurance is required under the Contract/Agreement
H.	Document Shredding Service 2 times per year.	$1,000.00	During Bulky Goods Day events
	Total for Fiscal Year 2015-2016	**$50,000.00**	**July 1, 2015 – June 30, 2016**

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 $50,000.00, 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"
Billable Rates for Fiscal Year 2015-2016

A. Jennifer DiCiano, Program Manager	$ 41.97/hour
B. Taylor York, Staff Analyst II	$ 23.45/hour
C. TBD, Intern	$ 12.50/hour
E. TBD, Technician	$ 14.95/hour

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

		Deadline Date
A.	Meeting Minutes	10 days after meeting
B.	Council Presentation Materials	Quarterly
C.	Rate Analysis/Negotiations docs	As needed
D.	PennySaver Advertisements	30 days prior to event
E.	Business Brochures	As needed
F.	Business Letter	As needed
G.	Business Tool Kits	As needed
H.	Chamber of Commerce Newsletter Articles	10 days prior to Chamber deadline

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

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CITY COUNCIL AGENDA

DATE: **June 23, 2015**

TO: **City Council**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Resolution No. 2015-56, "Approving a Professional Services Agreement with V2C Group, Inc. for the Design of Improvements at Roosevelt Williams Park"**

RECOMMENDATION: The City Council adopt Resolution No. 2015-56:

I. Approving a Professional Services Agreement with V2C Group, Inc. of Riverside, California in the amount of $95,592.00.

II. Authorizing the Administrative Services Director to make necessary budget adjustments and appropriations and transfers related to the project.

III. Authorizing the Interim City Manager to execute the Professional Services Agreement with V2C Group, Inc.

JUSTIFICATION: Design services are necessary to update the existing improvement plans to current standards and in order to improve the landscaping to promote water conservation and the amenities at Roosevelt Williams Park.

BACKGROUND: Roosevelt Williams Park was established in approximately the 1960's. Several improvements were made in the late 1990's, which included the renovation of restrooms and the playground. It has been the goal of the City to further renovate this park, which is the only park servicing the north east quadrant of the City and immediately adjacent to Hoffer Middle School. The park currently includes a multipurpose building used by the Boys and Girls Clubs of America; restrooms; basketball courts; walking trails; playground and a parking lot. Many of the appurtenances at the park are in poor condition and in need of repair.

The landscape improvement plans were completed in 2011 by RHA Landscape Architects Planners, Inc. but were never approved for construction. The intention of this project is to update the existing plans to ensure they are in conformance with current City, State, and Federal Ordinances and laws (including NPDES and ADA compliance) and building codes, and to ensure that the landscaping plans have been designed to promote water conservation. The landscape and design improvement plans will be finalized with the award of a Professional Services agreement with V2C Group, Inc. for design services.

The scope of work for this project includes completing and updating the design of the improvement plans at Roosevelt Williams Park and preparing specifications. The design includes the replacement of the existing playground equipment with new playground equipment and improvements to the existing gazebo; the review/revision of the existing plans to ensure that water tolerant plants are used and that drip irrigation and micro-spray systems are utilized in order to highly promote water

conservation; development of a Water Quality Management Plan (WQMP) and a Storm Water Pollution Prevention Plan (SWPPP) based on the Whitewater River Region NPDES Permit; preparing a drainage study and revising the grading plans per the changes required by the WQMP; preparing specifications for construction; and the design of tenant improvement plans for the exterior of the existing building as well as the interior of the existing bathrooms. Additional services include meetings, utility coordination, potholing, bid phase assistance, construction surveying and staking, construction phase assistance, including inspections, and as-built drawings.

Staff advertised a Request for Proposals ("RFP"), attached as Exhibit "A", on May 5, 2015 in the Press Enterprise and on the City's website. The RFP with the detailed scope of work is provided as Exhibit "B".

Public Works staff received three proposals in response to the RFP, assembled a committee consisting of two members from the Public Works Department and the Community Services Director 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 three proposers:

	Consultant	Score
1.	V2C Group, Inc.	91.0
2.	HC&D Architects	83.0
3.	RHA Landscape Architects Planners, Inc.	77.7

The evaluation summary can be found attached as Exhibit "C". As noted, V2C Group, Inc. submitted the highest scored proposal. The fee schedule submitted by V2C Group, Inc. can be found attached as Exhibit "D". The cost to perform the design services is for an amount "not to exceed" $95,592.00

FISCAL DATA: The Professional Services Agreement shall be funded by CRA Bonds (ROPS 15-16A) in an amount "not to exceed" $95,592.00, Account No. 855-9500-490.90-30 (Roosevelt Williams Park Improvements).

RECOMMENDED BY:

Art Vela
Acting Director of Public Works

REVIEWED/APPROVED BY:

Dean Martin
Interim City Manager/
Administrative Services Director

Attachments:

1. Exhibit "A"- Press Enterprise Advertisement
2. Exhibit "B" - Request for Proposals (RFP)
3. Exhibit "C" –Proposal Evaluation Summary
4. Exhibit "D" –V2C Group, Inc. Fee Schedule

RESOLUTION NO. 2015-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH V2C GROUP, INC. FOR THE DESIGN OF IMPROVEMENTS AT ROOSEVELT WILLIAMS PARK

WHEREAS, landscape architect, engineering, and architecture design services for the preparation of construction documents for improvements at Roosevelt Williams Park are needed in order to renovate the park and repair the appurtenances that are in poor condition; and

WHEREAS, landscape improvement plans, were prepared by RHA Landscape Architects Planners Inc., in 2011 but were never approved for construction and now need to be updated to meet current City, State, and Federal Ordinances and laws (including NPDES and ADA compliance) and building codes, and to ensure that the landscaping plans have been designed to promote water conservation; and

WHEREAS, staff advertised a Request for Proposals ("RFP"), attached as Exhibit "A", on May 5, 2015 in the Press Enterprise and on the City's website; and

WHEREAS, the main project scope includes the completion of landscape improvement plans and specifications for the improvements at Roosevelt Williams Park that include: replacement of the existing playground equipment with new playground equipment and improvements to the existing gazebo; the review/revision of the existing plans to ensure that water tolerant plants are used and that drip irrigation and micro-spray systems are utilized in order to highly promote water conservation; development of a Water Quality Management Plan (WQMP) and a Storm Water Pollution Prevention Plan (SWPPP) based on the Whitewater River Region NPDES Permit; preparing a drainage study and revising the grading plans per the changes required by the WQMP; and the design of tenant improvement plans for the exterior of the existing building as well as the interior of the existing bathrooms. Additional services include meetings, utility coordination, potholing, bid phase assistance, construction surveying and staking, construction phase assistance, including inspections, and as-built drawings, and is further described in the RFP attached as Exhibit "B"; and

WHEREAS, Public Works Department staff received three proposals in response to the RFP, assembled a committee consisting of two members from the Public Works Department and the Community Services Director and evaluated the proposals, shown as Exhibit "C", based on project approach, technical competency, project team and experience, overall responsiveness to the RFP and cost; and

WHEREAS, V2C Group, Inc. submitted the highest scored proposal; and

WHEREAS, the total cost for the Professional Services Agreement is for an amount "not to exceed" $95,592.00, as described in the attached Exhibit "D" and shall be funded by CRA Bonds (ROPS 15-16A) Account No. 855-9500-490.90-30 (Roosevelt Williams Park Improvements).

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

SECTION 1. The Banning City Council adopts Resolution No. 2015-56 approving a Professional Services Agreement with V2C Group, Inc. of Riverside, California in an amount "not to exceed" $95,592.00.

SECTION 2. The Administrative Services Director is authorized to make necessary budget adjustments and appropriations and transfers related to the project.

SECTION 3. The Interim City Manager is authorized to execute the Professional Services Agreement with V2C Group, Inc. of Riverside, California, in a form approved by the City Attorney.

PASSED, ADOPTED AND APPROVED this 23th day of June, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

David J. Aleshire, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-56, was duly adopted by the City Council of the City of Banning, California, at a Regular Meeting thereof held on the 23th day of June, 2015, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

ATTACHMENT 1

EXHIBIT "A" - RFP ADVERTISEMENT

REQUEST FOR PROPOSALS (RFP)
DESIGN OF IMPROVEMENTS AT ROOSEVELT WILLIAMS PARK

The City of Banning is soliciting proposals from qualified consulting firms to provide "Design of Improvements at Roosevelt Williams Park".

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 by Wednesday May 13, 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: April 30, 2015
PUBLISH: May 4, 2015

ATTACHMENT 2

EXHIBIT "B" - REQUEST FOR PROPOSALS

Request for Proposals (RFP)

Design of Improvements at Roosevelt Williams Park

Proud History
Prosperous Tomorrow

Responses Due:
City of Banning
Public Works Department
99 E. Ramsey Street
Banning, CA 92220
(951) 922-3130

May, 2015

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1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION AND OBJECTIVES

The City of Banning (City) is soliciting proposals from qualified consulting firms to provide landscape, architecture and engineering design services to update the existing landscape and grading plans; to prepare a WQMP and SWPPP for the project; to design tenant improvements to the existing building/restroom and to prepare Plans and Specifications.

1.2 BACKGROUND INFORMATION

The City of Banning, incorporated in 1913, covers approximately 23.2 square miles located in the San Gorgonio 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.

Roosevelt Williams Park was established in approximately the 1960's. Several improvements were made in the late 1990's, which included the renovation of restrooms and playground. It has been the goal of the City to further renovate this park, which is the only park servicing the north east quadrant of the City and immediately adjacent to Hoffer Middle School. The park currently includes a multipurpose building used by the Boys and Girls Clubs of America; restrooms; basketball courts; walking trails; playground and a parking lot. Many of the appurtenances at the park are in poor condition and in need of repair.

The plans were completed in 2011 but were never approved for construction. They are available for the selected consultant's use in electronic format (AutoCAD) and include landscape improvement plans and a grading plan.

The intention of this project is to update the existing plans to ensure they are in conformance with current City, State, and Federal Ordinances and laws; building codes; and to ensure that the landscaping plans have been designed to promote water conservation.

2.0 SCOPE OF WORK

The existing 2011 landscape improvement and grading plans are attached as Exhibit "A". The plans shall be revised as per this project's scope of work which includes the following:

- Replacement of the existing playground equipment with new playground equipment and improvements to the existing gazebo.
- Review/revise the existing plans to ensure that water tolerant plants are used and that drip irrigation and micro-spray systems are utilized in order to highly promote water conservation. This may include reducing the amount of turf currently proposed in the existing plans.
- Development a Water Quality Management Plan (WQMP) based on the Whitewater River Region Template.

  - The City's local ordinance requires the 100% retention of the 100 year, 3 hour storm event. The consultant will prepare a hydrology study and design a retention basin to retain the design storm.
  - A qualified QSP/QSD shall prepare the WQMP.
- Revise grading plans per the changes required the WQMP. The final grading plan shall be made using a 1"=20' scale and have more spot elevation callouts that the current plan has.
- Develop a Storm Water Pollution Prevention Plan (SWPPP). The consultant shall be responsible for submitting all the required information to the State Water Resource Control Board SMARTS database. A qualified QSP/QSD shall prepare the SWPPP.
- Design tenant improvement plans for the exterior of the existing building as well as the interior of the existing bathrooms. The plans shall also include any required improvements inside the main building to bring the building in compliance with ADA requirements. Additionally, the design shall include a wrought iron gate on the exterior of the building, between the existing columns, to prevent vandalism of the bathrooms during afterhours.

Coordination with affected utility companies, potholing and progress and presentation meetings will also be required. Bid phase assistance including evaluating the Bids given by contractors and subcontractors, answering RFIs, preparing Addendums and conducting a Pre-Bid conference will also be needed.

The following Scope of Work tasks must be listed and addressed on the proposal submitted to the City:

ENGINEERING/SURVEY DESIGN SERVICES

2.1 PROJECT ADMINISTRATION AND COORDINATION

Kick-off Meeting

Upon receipt of a written Notice to Proceed/Purchase Order 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.

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 and meeting Agendas and Minutes for the City of Banning staff each month. Assume that monthly meetings will occur during the entire design phase (4 months) of the project and include this in the Schedule and Fee Schedule.

2.2 UTILITY DOCUMENTATION AND RESEARCH

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 of anticipated Point of Connections for the water and sewer, and upon approval 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 sent to City staff. For the purpose of providing a Fee for this scope, the consultant shall assume that there will be 5 pothole locations at a depth of 5 feet.

2.4 CONCEPTUAL DESIGN WITH UPDATED REQUIREMENTS AND DRAINAGE STUDY (50% DESIGN)

Upon completing record document research, field data collection and potholing, the Consultant shall compile all gathered information and make the changes described above the "Scope of Work" and discussed at progress meetings to update the existing improvement plans. The Consultant shall prepare three (3) sets of plans on 24 X 36 inch paper and electronically for City staff to review and shall discuss at the monthly progress meeting. After the comments have been incorporated and the conceptual design and drainage study are approved by the City of Banning, the Consultant shall proceed with the preliminary 75% design.

2.5 PRELIMINARY DESIGN (75% DESIGN) AND WQMP

Preliminary design shall include construction notes and associated quantities and all associated plans for the project will be submitted at this stage. The Consultant shall prepare three (3) sets of all plans on 24 X 36 inch paper and on electronic file for City staff to review and shall discuss at the monthly progress meeting. Construction Cost estimates shall be prepared for the City's review. The WQMP and the WQMP Checklist (Appendix I) shall be prepared by a Professional Engineer according to the Whitewater Region NPDES Permit and per the City's retention ordinances. Two (2) paper copies and an electronic file shall be given to City staff for review and comment. After the comments have been incorporated and the Preliminary Design is approved by the City of Banning, the Consultant shall proceed with the detailed 90% design.

2.6 DETAILED DESIGN (90% DESIGN)

With preliminary design review comments incorporated from the City of Banning and other entities, Consultant shall prepare detailed design Plans, Specifications & Estimates (PS & E) for all of 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 or Registered Architect as applicable. Consultant shall submit three (3) sets of the detailed design plans, including the WQMP and SWPPP, to city staff for comment. The special conditions and technical specifications shall be prepared and submitted. The City will provide the Consultant with its boilerplate documents, so a Full Set of Specifications (3 paper copies and an electronic copy in Word) will be prepared and delivered by the Consultant. The City of Banning will review the submitted PS & E, WQMP and SWPPP and provide comments, and request revisions until it is in compliance with City of Banning standards and policies. A progress meeting to discuss these comments will be needed. A SWPPP shall be prepared by a QSD according to the City's NPDES Permit, Whitewater River Region.

2.7 FINAL PS&E (100% DESIGN)

Upon approval of the detailed design PS & E, WQMP and SWPPP from the City of Banning, the Consultant shall prepare the final Draft PS & E for bid. The final bid package shall include the construction cost estimate, plans and specifications and Base Bid Schedules. A licensed Professional Civil Engineer and Licensed Architect shall provide a wet stamp and signature on the respective mylars and all the final documents, including the Specifications, WQMP and SWPPP. The City shall perform a final Screen check (Consultant will provide three (3) sets of the project documents, Plans and Specifications, WQMP and SWPPP) prior to giving the Consultant approval to print the final documents, Plans and Specifications.

All approved final plans must be prepared on medium weight Mylar utilizing City Title Block, and be according to the City of Banning Standard Specifications and also submitted on AutoCAD. Three (3) entire sets of the final Plans and Specifications, WQMP and SWPPP ready for bidding shall be delivered to the City Engineer. All project documents shall be provided to the City in Word format.

2.8 BID PHASE ASSISTANCE

Conduct a Pre-Bid Conference and prepare an Agenda and meeting minutes. Assist City staff in answering questions during the bidding phase (RFIs), prepare Addenda as needed, review the received Bids, analyze the Bid results, and make a recommendation for award.

2.9 CONSTRUCTION SURVEYING AND STAKING, PRE-CONSTRUCTION MEETING

Provide one set of construction staking and calculations for the entire project and submit related cut sheets to City staff. Answer all surveying questions the Contractor may have. Attend a minimum of one Pre-Construction meeting and progress meetings as needed. Re-stake the survey if damaged during the construction phase.

2.10 CONSTRUCTION PHASE ASSISTANCE

Answer and track all RFIs. Review required submittals; inspect delivered plant materials and the installation of plants and irrigation systems. Assume 15 site visits during the construction phase.

2.11 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 or Registered Architect in each corresponding discipline.

2.12 ADDITIONAL SERVICES

Consultant is encouraged 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 as an additional task 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 <u>minimum of 3 references</u> 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 July 15, 2015. Design must be completed within 4 months of the start date.

3.5 WORKSHOPS AND MEETINGS

Additionally, a minimum of 6 meetings (kickoff, monthly progress and final submittal, pre-Bid and pre-Construction, Parks and Rec. Committee and City Council presentation) 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	Monday, May 4, 2015
• Inquiry Deadline	Monday, May 11, 2015
• Proposals Due	Wednesday, May 13, 2015
• Final Selection	Monday, May 25, 2015
• City Council Recommendation	Tuesday, June 9, 2015
• Notice to Proceed (Tentative)	Monday, July 6, 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 Wednesday, May 13, 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 Holly Stuart, Public Works Analyst by May 11, 2015 at the address above or via e-mail at hstuart@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.

4.4 PROPOSAL EVALUATIONS

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"

EXISTING IMPROVEMENT PLANS

ROOSEVELT WILLIAMS PARK

CITY OF BANNING

PARK RENOVATION PLANS

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220
(951) 922-3130

STAGECOACH TOWN USA
ESTABLISHED 1913

PUBLIC WORKS DEPARTMENT
Contact: Duane Burk, Public Works Director
99 E. Ramsey Street
Banning, CA 92220
(951) 922-3130
(951) 922-3141 Fax

HP Engineering, Inc.
Contact: Henry Poquiz
1485 Crestview Road
Redlands, CA 92374
(909) 798-5797
(909) 798-1508 Fax

RHA Landscape Architects-Planners, Inc.
Contact: David Black
8218 Brockton Avenue, Suite 212
Riverside, CA 92506
(951) 781-1930
(951) 686-8091 Fax

GENERAL NOTES

1. WITHIN 10 DAYS OF THE AWARD OF BID THE CONTRACTOR SHALL PROVIDE TO THE LANDSCAPE ARCHITECT PRODUCT SUBMITTALS INCLUSIVE OF THE FOLLOWING:

- ALL IRRIGATION EQUIPMENT AND MATERIALS
- CONCRETE COLORS AND FINISHING METHODS, CONCRETE ADDITIVES AND MIXES
- MASONRY MATERIALS, CONSTRUCTION METHODS
- LIGHTING FIXTURES, ELECTRICAL EQUIPMENT
- LIGHTING SHOP DRAWING AND ELECTRICAL EINGINEERS STAMP OF CERTIFICATION
- PRE-FAB SHADE SHELTER
- PROPOSED SOIL AMENDMENTS, HERBICIDES AND FERTILIZERS
- TREE STALKS AND TREE TIES
- MULCH AND CRUSHED STONE
- SOIL FABRICS AND WEED BARRIERS
- DRAINS AND DRAINAGE MATERIALS
- ALL OTHER MATERIALS SPECIFIED

2. ALL PLANT MATERIALS SHALL BE WELL FORMED, FULL AND PEST FREE AND OF A PREMIER GRADE. PLANTS SHALL BE WELL ROOTED BUT NOT ROOT BOUND. THE CONTRACTOR SHALL SUBMIT PHOTOS OF ALL PLANT MATERIALS TO THE LANDSCAPE ARCHITECT FOR REVIEW. THE LANDSCAPE ARCHITECT WILL APPROVE PLANT MATERIALS FOR SHIPMENT. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF THE PLANT MATERIAL. THE LANDSCAPE ARCHITECT WILL APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIALS.

3. PLANT SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT, PRIOR TO REQUESTING A PLANT SUBSTITUTION THE CONTRACTOR SHALL PROVIDE IN WRITING A LIST OF NURSERIES THEY HAVE CONTACTED AND THE REASON FOR REQUESTING THE SUBSTITUTIONS.

4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL THE NECESSARY PERMITS AND LICENSES TO COMPLETE THE WORK SPECIFIED. THE CONTRACTOR IS RESPONSIBLE FOR CARRYING ALL THE REQUIRED INSURANCES. THE CONTRACTOR SHALL OBTAIN A CITY OF BANNING PUBLIC WORKS PERMIT AND BUSINESS LICENSE.

LANDSCAPE ARCHITECTS CONSTRUCTION REVIEW

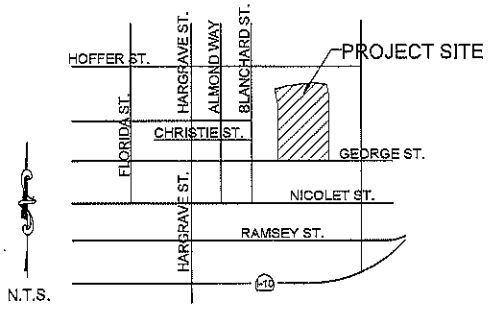
THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT A MINIMUM OF TWO WORKING DAYS PRIOR TO THE INTENDED CONSTRUCTION REVIEW. THE CONTRACTOR SHALL HAVE WORK COMPLETE FOR THAT SEGMENT OF WORK PRIOR TO THE LANDSCAPE ARCHITECTS REVIEW. THE LANDSCAPE ARCHITECT SHALL REVIEW THE PROJECT AT THE FOLLOWING CONSTRUCTION MILESTONES:

- PRIOR TO DEMOLITION AND PLANT REMOVAL
- PRIOR TO TREE PRUNING
- PLACEMENT AND CONSTRUCTION OF FORM WORK AND FOOTINGS
- REVIEW OF HARDSCAPE INSTALLATION, MASONRY, AND WALL CONSTRUCTION
- REVIEW OF IRRIGATION MAINLINE PRESSURE TEST
- REVIEW IRRIGATION COVERAGE AND SOIL AMENDMENTS
- REVIEW LIGHTING INSTALLATION
- REVIEW PLANT MATERIALS AT THE TIME OF DELIVERY AND PLANT PLACEMENT
- REVIEW PLANTING INSTALLATION
- CONDUCT A PRE-MAINTENANCE WALK THROUGH
- CONDUCT A MONTHLY MAINTENANCE WALK
- FINAL CONSTRUCTION AND MAINTENANCE REVIEW

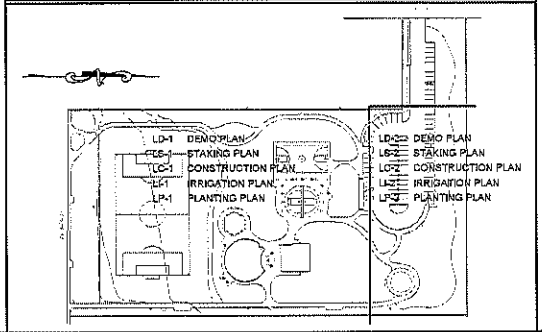
THE CONTRACTOR SHALL COORDINATE THE AFOREMENTIONED CONSTRUCTION REVIEWS SO THAT THE PUBLIC WORKS INSPECTOR, LANDSCAPE ARCHITECT AND THE CONTRACTOR'S SUPERINTENDANT CAN ATTEND THE CONSTRUCTION REVIEW.

Underground Service Alert
CALL BEFORE YOU DIG
CALL
811
TWO WORKING DAYS BEFORE YOU DIG

VICINITY MAP



KEY MAP



SHEET INDEX

SHEET DESCRIPTION

T-1	TITLE SHEET
LG-1	GRADING PLAN
LG-2	GRADING PLAN
LD-1	DEMO PLAN
LD-2	DEMO PLAN
LS-1	STAKING PLAN
LS-2	STAKING PLAN
LC-1	CONSTRUCTION PLAN
LC-2	CONSTRUCTION PLAN
LC-3	CONSTRUCTION LEGEND
LC-4	CONSTRUCTION DETAILS
LC-5	CONSTRUCTION DETAILS
LC-6	CONSTRUCTION DETAILS
LC-7	SHELTER DETAILS
LI-1	IRRIGATION PLAN
LI-2	IRRIGATION PLAN
LI-3	IRRIGATION PLAN
LI-4	IRRIGATION DETAILS
LI-5	IRRIGATION DETAILS
LP-1	PLANTING PLAN
LP-2	PLANTING PLAN
LP-3	PLANTING DETAILS

RHA
8218 BROCKTON AVENUE
SUITE 212
RIVERSIDE, CALIFORNIA
92506
LIC. #1512
PH. (951) 781-1930
FAX (951) 686-8091

CLIENT:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT
STATE OF CALIFORNIA

SHEET TITLE
TITLE SHEET

DESIGNED	TB
DRAWN	DB
CHECKED	MH
DATE	5/2/11
SCALE	N.T.S
JOB NO.	07108

SHEET
T
1 OF 22 SHEETS

Plotted by: David Black 5/2/2011 1:43pm
P:\Projects\07108\Exhibits\Exhibits\07108 T.dwg

RTA

CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

NO.	DESCRIPTION	DATE	BY

DEMO PLAN

DESIGNED	TB
DRAWN	DB
CHECKED	MH
DATE	8/2/11
SCALE	1"=20'-0"
JOB NO.	07108

SHEET LD-1
4 OF 22 SHEETS

MATCHLINE SEE SHEET LD-2

EXIST. RESTROOM (TO REMAIN)

EXIST. GAZEBO (TO REMAIN)

EXIST. TOILET (TO REMAIN)

TREES

EX. CURB AND GUTTER

PIPE

FLOW

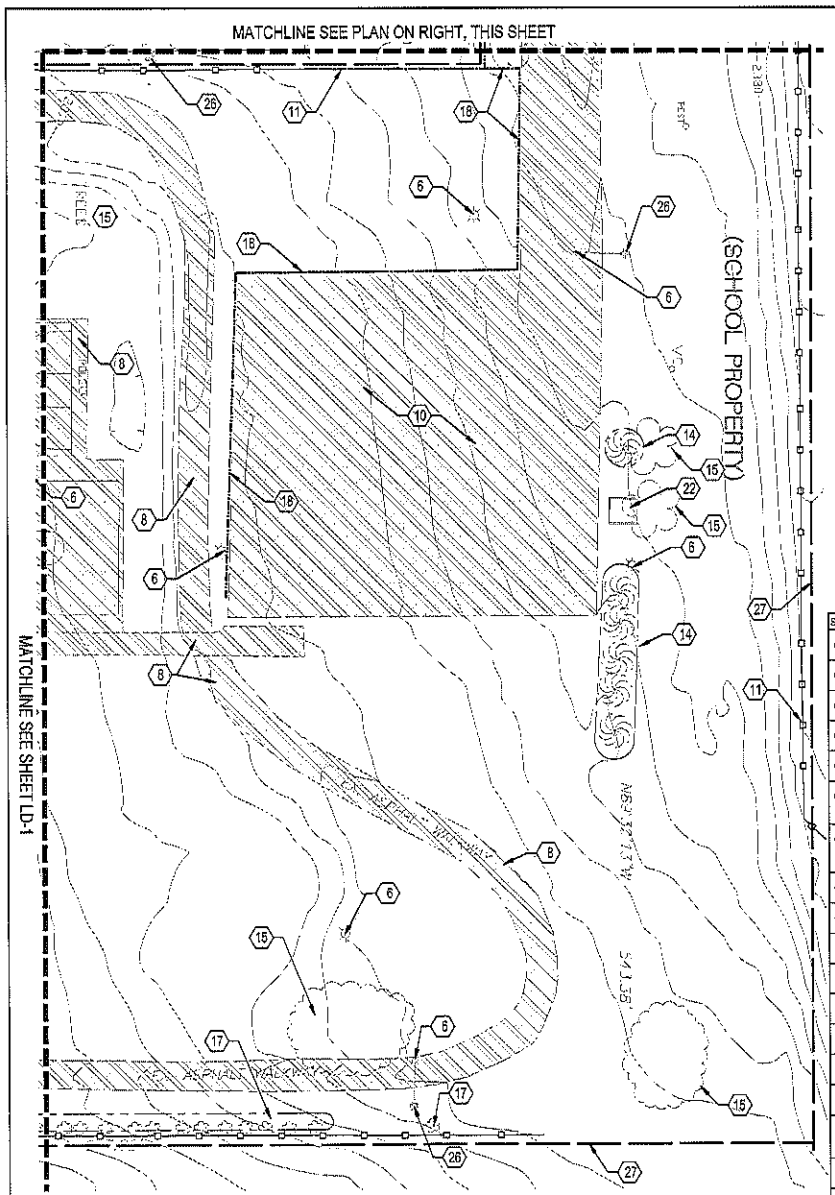
S89°26'04"W 300'

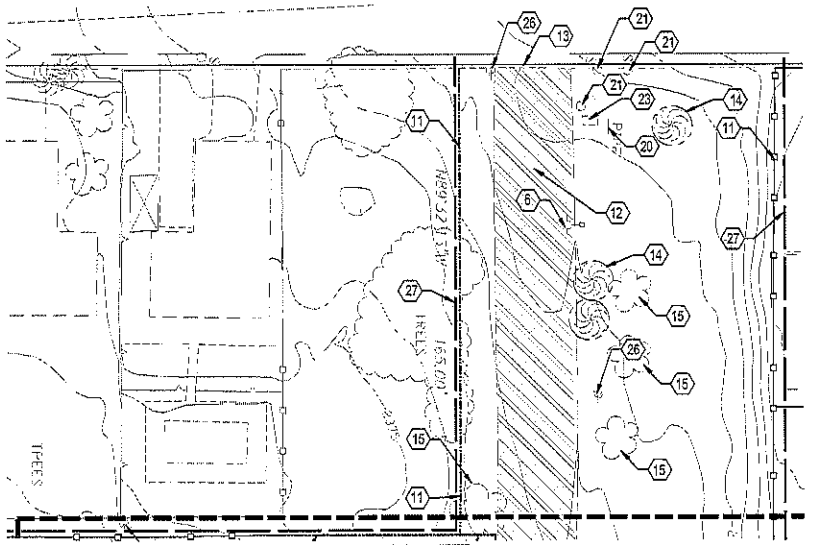
12+00 13+00 14+00 15+00

GEORGE STREET

NOTE: FOR LEGEND AND NOTES, SEE SHEET LD-2

Underground Service Alert
811





DEMOLITION LEGEND

SYM.	DESCRIPTION
1	EXISTING RESTROOM BUILDING TO REMAIN, PROTECT IN PLACE
2	EXISTING GAZEBO TO REMAIN, PROTECT IN PLACE
3	EXISTING PLAY EQUIPMENT TO REMAIN, PROTECT IN PLACE
4	REMOVE EXISTING BASKETBALL COURTS - SALVAGE BASKETBALL STANDARDS BACK TO CITY
5	REMOVE EXISTING PLAY AREA CURBING
6	COORDINATE WITH LOCAL UTILITY TO REMOVE EXISTING LIGHT STANDARD AND ELECTRICAL LINES FROM POINT OF CONNECTION - SALVAGE LIGHT STANDARDS BACK TO CITY.
7	EXISTING CITY SIDEWALK TO REMAIN, PROTECT IN PLACE - AS PART OF THE CONSTRUCTION PROCESS, AFTER NEW CONCRETE WORK IS COMPLETE, THE CONTRACTOR SHALL PRESSURE WASH SURFACE.
8	REMOVE EXISTING SIDEWALK
9	EXISTING POWER POLES AND ELECTRICAL LINES TO BE RELOCATED BY OTHERS (COORDINATE W/ CITY OF BANNING UTILITIES DEPT.)
10	REMOVE EXISTING PARKING LOT AND PARKING LOT ADJACENT CURB AND GUTTER
11	EXISTING FENCE - PROTECT IN PLACE DURING CONSTRUCTION
12	EXISTING AC DRIVEWAY - REMOVE AC PAVING
13	EXISTING CONCRETE APRON, DRIVEWAY APPROACH TO REMAIN - PROTECT IN PLACE
14	REMOVE EXISTING PALM TREES AS INDICATED ON PLAN.
15	REMOVE EXISTING TREES AS INDICATED ON PLAN.
16	EXISTING TREE TO REMAIN- PROTECTED IN PLACE. A LICENCED ARBORIST SHALL PRUNE EXISTING TREE TO THIN AND SHAPE TREE CANOPY. TREE SHALL NOT BE TOPPED.
17	CLEAR AND GRUB ALL EXISTING SHRUBS WITHIN PROJECT LIMITS
18	REMOVE EXISTING CHAIN LINK FENCE WHERE DESIGNATED.
19	EXISTING FIRE HYDRANT, PROTECT IN PLACE
20	EXISTING BACKFLOW, PROTCT IN PLACE
21	EXISTING SIGNAGE TO BE REMOVED AND STORED. THE SIGNAGE WILL BE REINSTALLED AS DIRECTED BY THE CITY.
22	REMOVE EXISTING TRASH ENCLOSURE
23	REMOVE EXISTING CONCRETE PAD
24	REMOVE EXISTING POST - REPAIR ADJACENT CONCRETE AS NEEDED.
25	REMOVE EXISTING SIGN POST
26	EXISTING POWER POLE, REFER CIVIL ENGINEERS PLANS.
27	LIMIT OF WORK LINE
28	EXISTING WALL, PROTECT IN PLACE

CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING MATERIAL IN ALL AREAS AS DESIGNATED ON PLAN AS PART OF THE CONSTRUCTION BID.

TEMPORARY CONSTRUCTION FENCING

CONTRACTOR SHALL INSTALL TEMPORARY CONSTRUCTION FENCE PER SPECIFICATIONS AROUND ALL AREAS OF CONSTRUCTION WORK, CONSTRUCTION OFFICE, STORAGE BINS, AND AROUND DRIP LINE OF ALL PROTECTED TREES. EXACT LOCATION SHALL BE COORDINATED WITH CITY AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. INSTALLATION OF ENTRY/EXIT GATES SHALL BE INCLUDED.

DEMOLITION NOTES

1. CONTRACTOR SHALL VERIFY BURIAL DEPTH OF ALL EXISTING IRRIGATION LATERAL LINES, VALVES, MAINLINE, ETC. PRIOR TO START OF CONSTRUCTION. THE CITY HAS NO ACCURATE AS-BUILT INFORMATION. CONTRACTOR SHALL REPLACE, AT NO COST TO THE CITY, ALL IRRIGATION APPURTENANCES DAMAGED DURING CONSTRUCTION.
2. CONTRACTOR SHALL "POT HOLE" ALL EXISTING UTILITIES INCLUDING ELECTRICAL, SEWER, STORM DRAIN AND WATER.
3. CONTRACTOR SHALL REMOVE ALL VEGETATION AND OTHER EXISTING ITEMS ON SITE IN AREAS OF PROPOSED CONSTRUCTION. CARE SHALL BE TAKEN TO PROTECT IN PLACE AS MUCH OF THE NATIVE/EXISTING VEGETATION AS POSSIBLE.

0' 20' 40' 80'

Underground Service Alert
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811
TWO WORKING DAYS BEFORE YOU DIG

RA
8219 BROCKTON AVENUE
SUITE 210
RIVERSIDE, CALIFORNIA
92506
LIC. #1512
PH. (951) 781-1830
FAX (951) 684-8091

CLIENT:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT
STATE OF CALIFORNIA

SHEET TITLE
DEMO PLAN

DESIGNED	TB
DRAWN	DB
CHECKED	MH
DATE	5/2/11
SCALE	1"=20'-0"
JOB NO.	07108

SHEET
LD-2
5 OF 22 SHEETS

* THESE PLANS AND SPECIFICATIONS AND COPIES THEREOF SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THE WORK AND PROJECT FOR WHICH THEY WERE PREPARED AND SHALL NOT BE LOANED, COPIED OR MADE AVAILABLE TO ANY PERSON OR ENTITY FOR ANY USE OR PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.

RCA
616 Riverside Avenue
Suite 212
Riverside, California
92507
Ph. (951) 784-1838
Fax (951) 784-1831

CLIENT
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E RAMSEY ST
BANNING, CALIFORNIA 92220

PROJECT
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS | DATE | BY

LICENSED LANDSCAPE ARCHITECT
No. 3234
STATE OF CALIFORNIA

SHEET TITLE
STAKING PLAN

DESIGNED TB
DRAWN DB
CHECKED MH
DATE 5/2/11
SCALE 1"=20'
JOB NO. 07106

SHEET LS-1
6 OF 22 SHEETS

MATCHLINE SEE SHEET LS-2

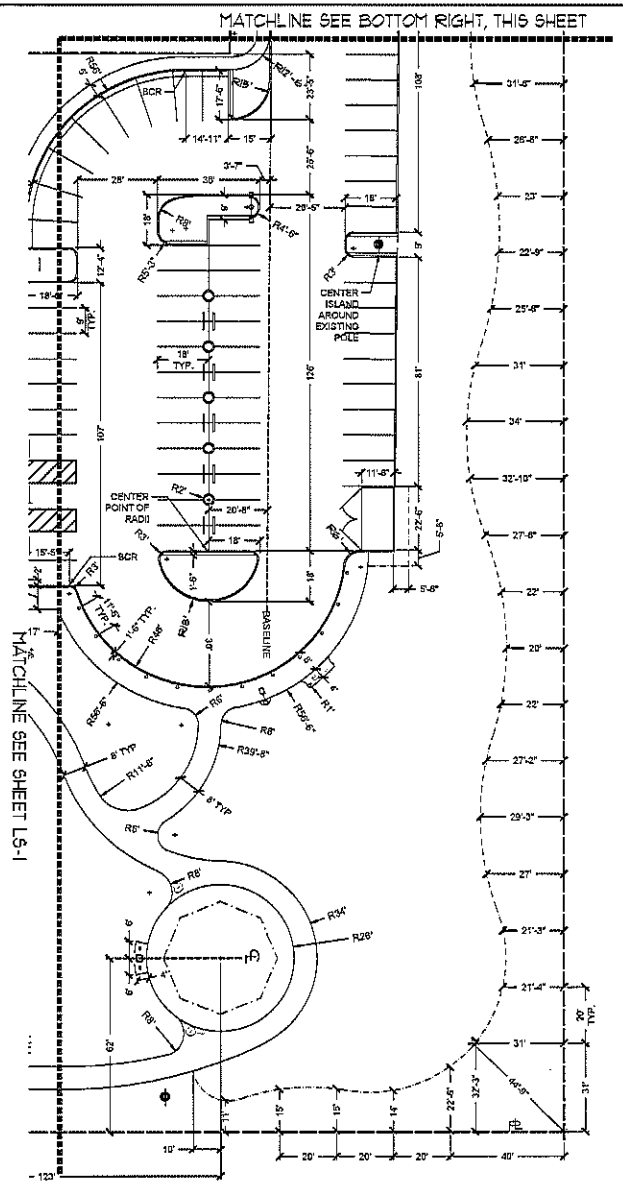
CENTER POINT OF RADIUS

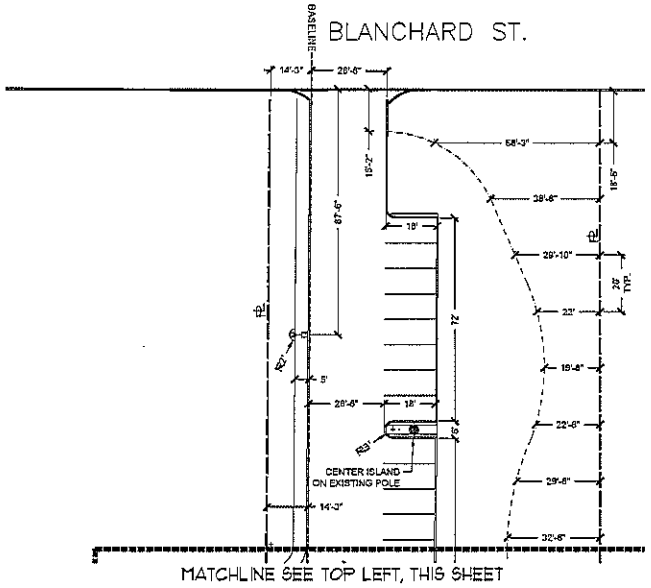
PERIMETER OF EXISTING BUILDING

PERIMETER OF EXISTING GAZEBO

GEORGE ST.

Underground Service Alert
811





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0' 20' 40' 80'

RBA GROUP
3210 INDUSTRY AVENUE
SUITE 212
RIVERSIDE, CALIFORNIA
92506
LIC. #1512
PH. (951) 781-1830
FAX (951) 686-8091

OWNER:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT
MARVIN MARK HOLT
No. 5011
RENEWAL 08/31/2012
STATE OF CALIFORNIA

SHEET TITLE
STAKING

DESIGNED	TB
DRAWN	DS
CHECKED	MH
DATE	5/2/11
SCALE	1"=20'
JOB NO.	07108

SHEET
LS-2
7 OF 22 SHEETS

Plotted on Dec 14, 2011 - 1:42pm
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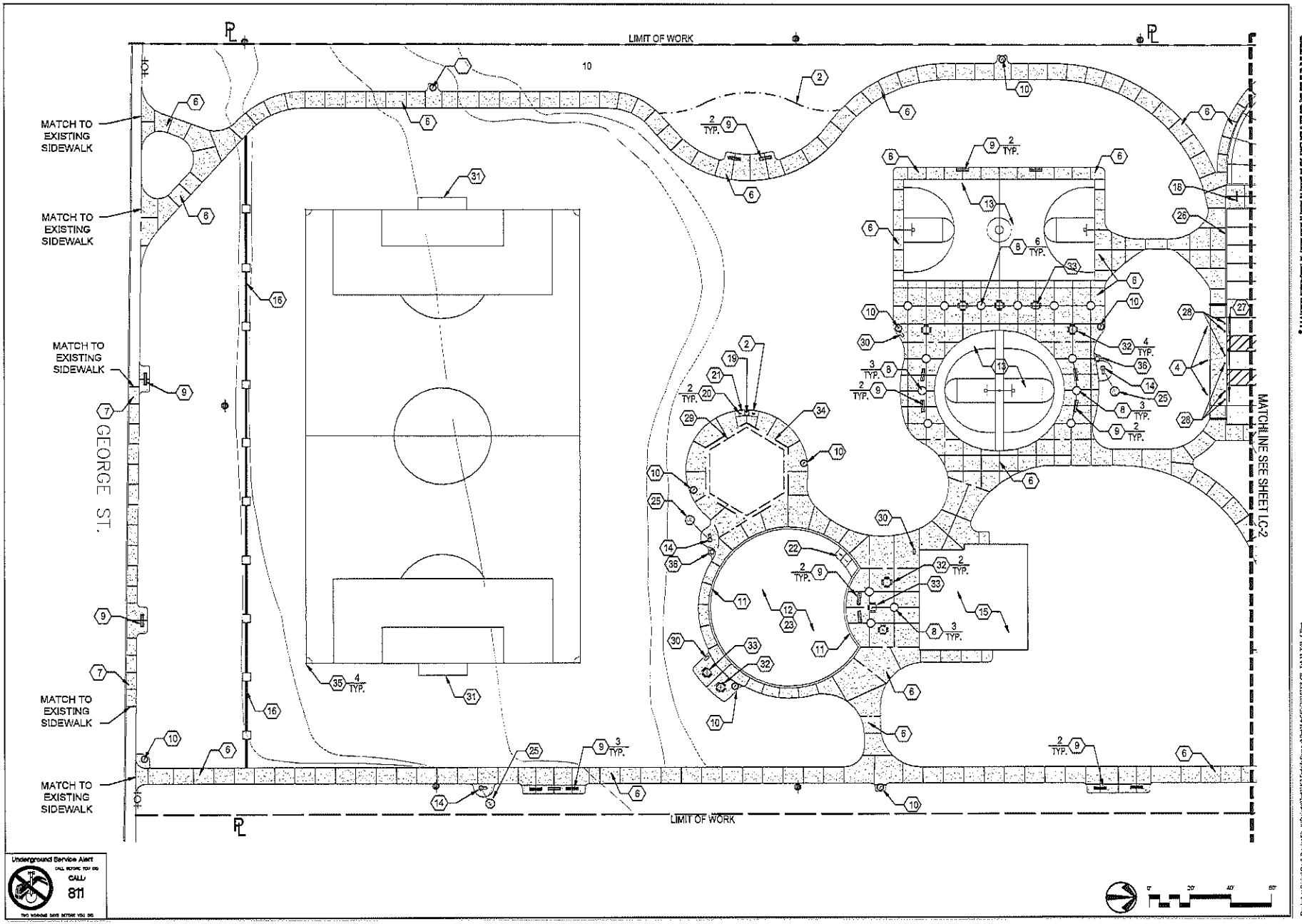

Underground Service Alert
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6210 BROCKTON AVENUE
SUITE 212
RIVERSIDE, CALIFORNIA
92506
LIC. #1812
PH. (951) 787-1828
FAX (951) 686-9091

CLIENT:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

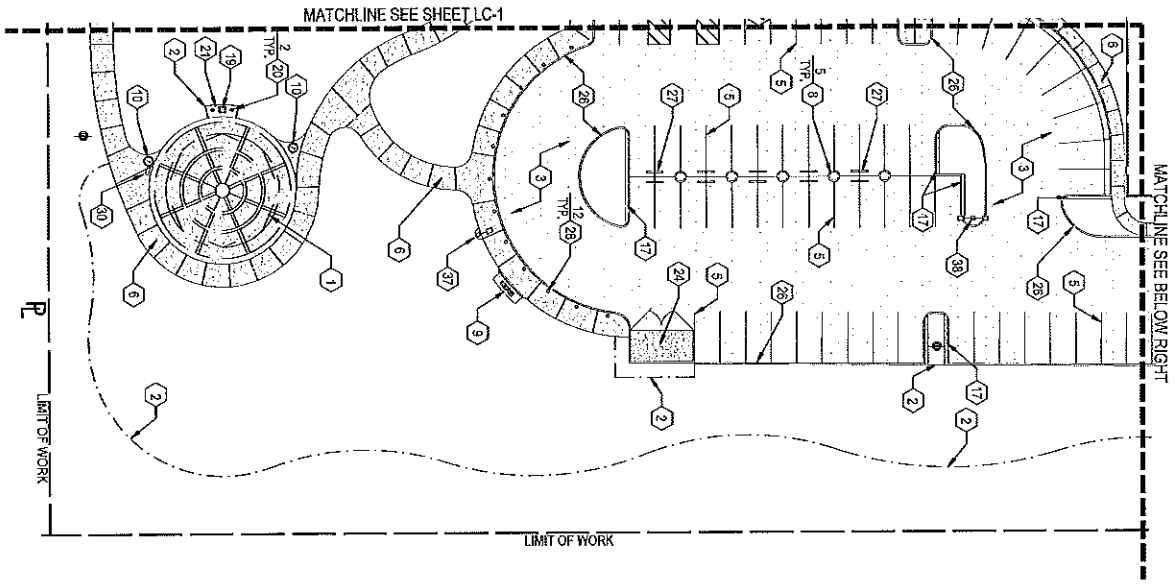
LICENSED LANDSCAPE ARCHITECT
MARK HOWE STEVENS
No. 5011
STATE OF CALIFORNIA

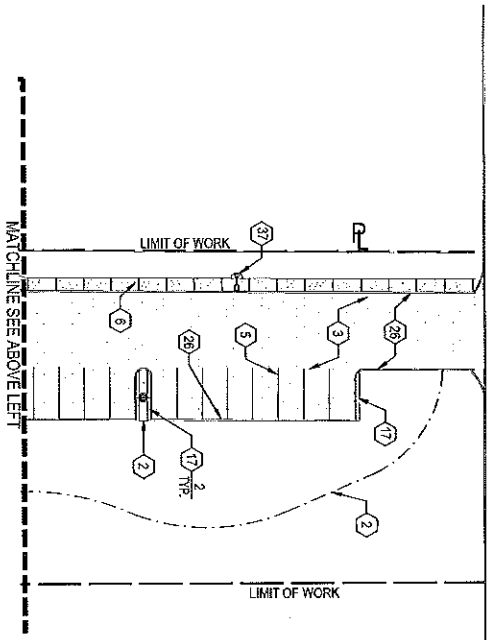
SHEET TITLE
CONSTRUCTION PLAN

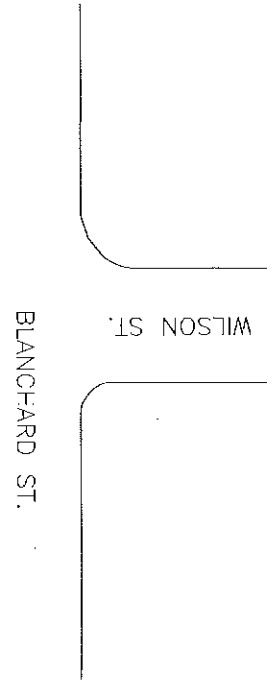
DESIGNED	TB
DRAWN	DB
CHECKED	MH
DATE	5/2/11
SCALE	1"=20'
JOB NO.	D7108

SHEET
LC-1
8 OF 22 SHEETS

Drawings Digital Data By: M:\Projects\07\07108 Banning Roosevelt Park\LC\07108 LC-1.dgn







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PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

CLIENT:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

SHEET TITLE: CONSTRUCTION PLAN

SHEET: LC-2
9 OF 22 SHEETS

JOB NO: 07108
SCALE: 1"=20'
DATE: 6/2011
DESIGNED: TB
DRAWN: DB
CHECKED: MH

REVISIONS
DATE BY

RBA

CONSTRUCTION LEGEND

SYM.	QTY.	DESCRIPTION	REMARKS/SUPPLIER	DETAIL
1	1 EA.	INSTALL NEW GAZEBO MODEL# OCTAGON 40 W/MULT-RIB ROOF, STANDARD POWDER COAT IN TUDOR BROWN, WITH ROOF IN COPPER PENNY, AVAILABLE FROM POLIGON. INSTALL TWO 120V DUPLEX GFI OUTLETS ON SHELTER COLUMNS AND ONE PHOTOCELL CONTROLLED 120V HPS LIGHT FIXTURE.	MIRACLE PLAYGROUND (877) 215-3869	SHEET LC-7 & DETAIL '1' SHEET LC-8
2	850 L.F.	INSTALL 6"x8" CONCRETE MOWCURB-NATURAL GRAY CONCRETE WITH BROOM FINISH.		DETAIL 'A', SHEET LC-4
3	30,000 S.F.	A.C. PAVING INSTALLED PER CIVIL ENGINEERING PLAN		
4	L.S.	INSTALL 90° DISABLED PARKING, STRIPING AND SIGNAGE - SIGNAGE SHALL COMPLY WITH CITY OF BANNING STANDARDS.		DETAIL 'B' & 'C', SHEET LC-4
5	L.S.	INSTALL PARKING LOT STRIPING PER CITY OF BANNING STANDARDS		
6	34,722 S.F.	INSTALL 4" THICK NATURAL GREY CONCRETE WITH MEDIUM BROOM FINISH.		DETAIL 'D', SHEET LC-4
7	L.S.	EXISTING CONCRETE SIDEWALK-PROTECT IN PLACE. PRESSURE WASH AFTER COMPLETION OF CONSTRUCTION AND PLANTING.		
8	15 EA.	CONSTRUCT 48" DIA. 6"x6" CONCRETE CURB -NATURAL GRAY CONCRETE WITH BROOM FINISH.		DETAIL 'H', SHEET LC-5
9	16 EA.	INSTALL 6' BENCH, MODEL# PP412D SURFACE MOUNT, COLOR TO BE GREEN WITH BLACK FRAME. PROVIDE	WABASH VALLEY DAVE BANG ASSOC., INC. (800) 669-2585	DETAIL 'D', SHEET LC-5
10	12 EA.	TRASH RECEPTACLE MODEL QS-CAL2533W/A21BROWN CALIFORNIA BY QUICKCRETE WITH COLOR C12-T4 EXTERIOR FACE OF RECEPTACLE SHALL BE 6" CLEAR FROM EDGE OF CONCRETE (TYP.)	QUICKCRETE PRODUCTS (951) 737-6240	DETAIL 'D', SHEET LC-5
11	247 L.F.	INSTALL 12" x 12" CONCRETE PLAYCURB		DETAIL 'E', SHEET LC-4
12	-	EXISTING PLAY EQUIPMENT-PROTECT IN PLACE		
13	L.S.	INSTALL BASKETBALL COURTS		DETAIL 'A' &'B', SHEET LC-5
14	3 EA.	INSTALL DRINKING FOUNTAIN, MODEL#4405M W/OPTIONAL PET FOUNTAIN, COLOR TO BE GREEN, AVAILABLE FROM MDF.	MOST DEPENDABLE FOUNTAINS, INC. (800) 552-6331	DETAIL 'F', SHEET LC-4
15	L.S.	EXISTING RESTROOM BUILDING-PROTECT IN PLACE. PREP AND PAINT EXTERIOR SURFACES TO MATCH EXISTING COLOR SCHEME.		
16	314 L.F.	INSTALL 6' HIGH OMEGA ELITE FENCING W/3"x3" POSTS AND ALL REQUIRED HARDWARE. INSTALL WITH PICKETS FACING DOWN. INSTALL 12" WIDE CONCRETE MOW CURB CENTERED UNDER FENCE.	OMEGA II FENCE SYSTEMS CONTACT REGNATIONS @ PSC, INC. (949) 486-8057	DETAIL 'E', SHEET LC-5 DETAIL 'C', SHEET LC-6
17	156 S.F.	INSTALL 12" WIDE x 4" THICK CONCRETE STEP OUT - NATURAL GRAY CONCRETE.		DETAIL 'I' SHEET LC-6
18	1 EA.	INSTALL BIKE RACK, MODEL# BAX-5, L.A. STEELCRAFT. PROVIDE ANCHOR BOLTS IN FOOTINGS, TACK WELD BOLTS.	MIRACLE PLAYGROUND (877) 215-3869	INSTALL PER MANUFACTURERS RECOMMENDATIONS
19	2 EA.	INSTALL HOT ASH CONTAINER, MODEL# QPSHA-2842, COLOR TO BE C12-T4	QUICKCRETE PRODUCTS (951) 737-6240	INSTALL PER MANUFACTURERS RECOMMENDATIONS
20	4 EA.	INSTALL SINGLE PEDESTAL BARBECUE GRILL, MODEL# 300, L.A. STEELCRAFT	MIRACLE PLAYGROUND (877) 215-3869	INSTALL PER MANUFACTURERS RECOMMENDATIONS
21	82 S.F.	INSTALL 4" THICK CRUSHED STONE, CALIFORNIA GOLD, APPLY STABILIZER AS RECOMMENDED BY MANUFACTURER.	GAIL MATERIALS (951) 279-1095	
22	1 EA.	INSTALL ADA PLAYGROUND RAMP		DETAIL 'H' & 'I', SHEET LC-4
23	4,376 S.F.	INSTALL ENGINEERED PLAYGROUND WOOD FIBER, MINIMUM 12" DEPTH, PER MANUF SPECS	MIRACLE PLAYGROUND (877) 215-3869	
24	1 EA.	INSTALL TRASH ENCLOSURE		DETAIL 'D', SHEET LC-5
25	3 EA.	INSTALL DRINKING FOUNTAIN SUMP		DETAIL 'G', SHEET LC-4

CONSTRUCTION LEGEND

SYM.	QTY.	DESCRIPTION	REMARKS/SUPPLIER	DETAIL
26	-	CURB AND GUTTER PER GRADING PLANS, PER CIVIL ENGINEER		
27	13 EA.	INSTALL CONCRETE WHEEL STOPS		DETAIL 'A', SHEET LC-6
28	18 EA.	INSTALL INGROUND BOLLARDS BY DUMOR 400-36 COLOR: FOREST GREEN	WAKEFIELD CO. (949) 552-1130	INSTALL PER MANUFACTURERS RECOMMENDATIONS
29	L.S.	EXISTING GAZEBO STRUCTURE AND PICNIC TABLES TO REMAIN. CONTRACTOR SHALL SAND BLAST EXISTING CONCRETE PAD. PRESSURE WASH EXISTING PICNIC TABLES AND PAINT GAZEBO STRUCTURE TO MATCH TO NEW STRUCTURES.		
30	4 EA.	RECYCLE CONTAINER MODEL Q-REC-WG BY QUICKCRETE WITH COLOR C12-T4 EXTERIOR FACE OF RECEPTACLE SHALL BE 6" CLEAR FROM EDGE OF CONCRETE (TYP.)	QUICKCRETE (951) 737-6240	INSTALL PER MANUFACTURERS RECOMMENDATIONS
31	2 EA.	FURNISH MODEL 2231-00A SOCCER GOALS BY P.W.	DAVE BANG ASSOC., INC. (800) 669-2585	
32	7 EA.	INSTALL 46" OCT. TABLE-4 SEATS-INGROUND-SUPERIOR FRAME. MODEL PP201(D) GREEN.	WABASH VALLEY DAVE BANG ASSOC., INC. (800) 669-2585	DETAIL 'K', SHEET LC-6
33	3 EA.	INSTALL 48" OCT. ADA TABLE-3 SEATS-INGROUND-SUPERIOR FRAME. MODEL PP208(D) GREEN.	WABASH VALLEY DAVE BANG ASSOC., INC. (800) 669-2585	DETAIL 'K', SHEET LC-6
34	L.S.	SAWCUT LINE @ EXISTING PICNIC SHELTER. PROTECT EXISTING CONCRETE WITHIN SAWCUT LINE IN PLACE.		
35	4 EA.	PROVIDE PERMANENT CORNER POST ANCHOR. PLACE A PERMANENT CORNER MARKER @ EACH CORNER 12" BELOW FINISH GRADE.		INSTALL PER MANUFACTURERS RECOMMENDATIONS
36	2 EA.	INSTALL KIM LIGHTING 120 VOLT, 175 WATT M.H. SINGLE FIXTURE - KN-SAR2-90DB PHOTOCELL CONTROL - KN-PCK120 14' ALUMINUM POLE - KN-PRA14A-DB	TOTAL LIGHTING CONCEPTS, INC. (626) 968-1611	INSTALL PER MANUFACTURERS SPECIFICATONS
37	2 EA.	INSTALL KIM LIGHTING 120 VOLT, 250 WATT M.H. SINGLE FIXTURE - KN-AR2-90DB PHOTOCELL CONTROL - KN-PCK120 20' STEEL POLE - KN-KRS20A-DB	TOTAL LIGHTING CONCEPTS, INC. (626) 968-1611	INSTALL PER MANUFACTURERS SPECIFICATONS
38	1 EA.	INSTALL KIM LIGHTING 120 VOLT, 250 WATT M.H. DOUBLE FIXTURE - KN-AR2-90DB PHOTOCELL CONTROL - KN-PCK120 20' STEEL POLE - KN-KRS20B-DB	TOTAL LIGHTING CONCEPTS, INC. (626) 968-1611	INSTALL PER MANUFACTURERS SPECIFICATONS
NOTE:		CONTRACTOR SHALL PROVIDE ELECTRICAL ENGINEERING DRAWINGS AND CONCRETE FOOTING DESIGNS TO CITY OF BANNING PUBLIC WORKS DEPARTMENT PRIOR TO START OF CONSTRUCTION.		

ALL HATCH PATTERNS AND LINETYPES ARE DIAGRAMMATIC IN NATURE. REFER TO CONSTRUCTION SCHEDULE AND DETAILS FOR INSTALLATION INFORMATION.

QUANTITIES ARE GIVEN FOR ESTIMATING PURPOSES ONLY. CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING MATERIAL IN ALL AREAS AS DESIGNATED ON PLAN AT NO ADDITIONAL COST TO THE CITY.

POST-CONSTRUCTION NOTE:

EXISTING BUILDINGS AND SITE AMENITIES SHALL BE THOROUGHLY CLEANED AFTER CONSTRUCTION OPERATIONS HAVE BEEN COMPLETED PRIOR TO PROJECT TURNOVER TO THE CITY. COORDINATE CLEANING ACTIVITIES WITH CITY STAFF.

Underground Service Alert
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RJA
8215 BROCKTON AVENUE
SUITE 212
RIVERSIDE, CALIFORNIA
92306
LIC. #1512
PH. (951) 781-1930
FAX (951) 689-8051

CLIENT:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

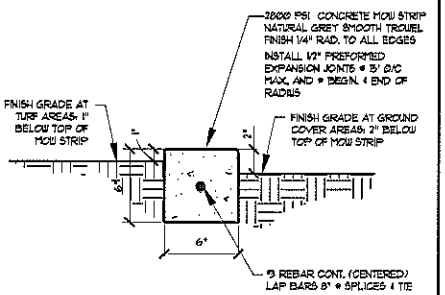
LICENSED LANDSCAPE ARCHITECT
STATE OF CALIFORNIA

SHEET TITLE
CONSTRUCTION LEGEND

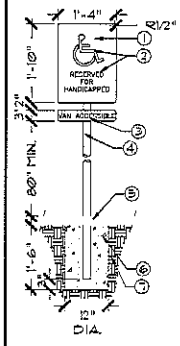
DESIGNED	TB
DRAWN	DB
CHECKED	MH
DATE	5/2/11
SCALE	1"=20'
JOB NO.	07108

SHEET
LC-3
10 OF 22 SHEETS

Plotted On 5/4/11 By Dmitriy Fe M:\Projects\07108 Banda Roosevelt Park\LANDSCAPE\07108_LP - Feb 23, 2010 - 1:40pm



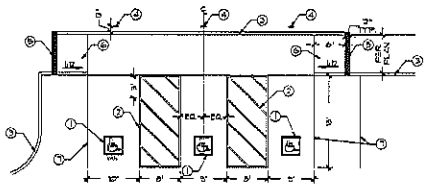
A | 6" Concrete Mowcurb



DETAIL NOTES:

1. 16 GAUGE GALVANIZED PORCELAIN STEEL SIGN WITH 3-1/8"X0.04" SHEET METAL SCREWS. PAINT FASTENERS TO MATCH BACKGROUND.
2. INTERNATIONAL SYMBOL OF ACCESSIBILITY AND GRAPHICS SHALL BE WHITE (REFLECTORIZED) ON BLUE (NEFLECTORIZED) BACKGROUND. BLUE SHALL BE EQUAL TO COLOR 15090 IN FEDERAL STANDARD 595B-0. GRAPHICS WIDTH TO HEIGHT RATIO SHALL BE BETWEEN 1:0 AND 1:1, STROKE WIDTH TO HEIGHT RATIO SHALL BE BETWEEN 1:5 AND 1:10.
3. DESIGNATE 'VAN ACCESSIBLE' WHERE APPROPRIATE.
4. 2"DIA. SCHEDULE 40 GALVANIZED STEEL POST
5. CONCRETE PAVING PER PLAN
6. 2500 PSI CONCRETE FOOTING
7. 90% RELATIVE COMPACTED SUBGRADE

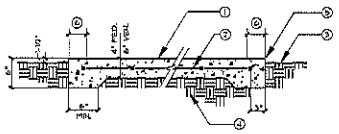
B | ADA Parking Sign



DETAIL NOTES:

1. 36" SQ. BLUE INTERNATIONAL SYMBOL OF ACCESSIBILITY (TYP.) VAN PARKING STALL WILL HAVE THE TEXT 'VAN' PLACED UNDER THE ACCESSIBILITY SYMBOL. ALL MARKINGS SHOULD BE CENTERED AT ENTRANCE TO STALL.
2. 4" THICK BLUE LINED PAINT ALL STRIPING W/ VINYL PAINT.
3. 6" CONCRETE CURB PER PLAN
4. DISABLED PARKING SIGN ON STEEL POST PER STATE STANDARDS, ONE SIGN AND POST PER SPACE, POST CENTERED IN FRONT OR EACH STALL 2' ON CENTER BEHIND EDGE OF SIDEWALK. SEE DETAIL 'B', THIS SHEET.
5. 2' DETECTABLE WARNING STRIPE TOOL 1/2"@ BY 1/2"@ GROOVES TO NOTE THE TOP OF RAMP ON THE HORIZONTAL SURFACE.
6. DISABLED ACCESS RAMP, MAINTAIN 1:12 SLOPE
7. 4" THICK WHITE LINE, PAINT ALL STRIPING W/ VINYL PAINT

C | ADA Parking



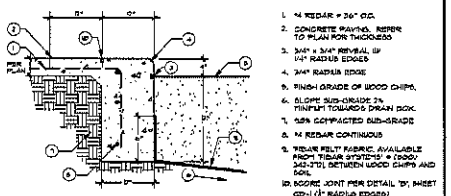
DETAIL NOTES:

1. CONCRETE PAVING - REFER TO CONSTRUCTION PLAN FOR COLOR AND FINISH
2. 1/2" RADIUS AT 24" O.C. EACH WAY, CENTERED IN SLAB
3. FINISH GRADE
4. COMPACTED SUBGRADE - PER GOILS REPORT
5. 1/4" TOOLED RADIUS
6. 3" SMOOTH TROWEL FINISH BAND

GENERAL NOTES

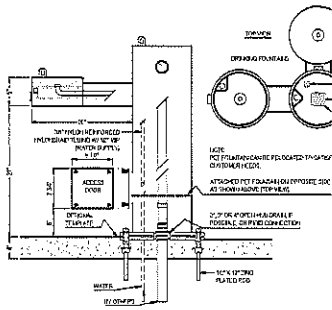
A. PAVING THICKNESS, BASE PREPARATION AND REINFORCING ARE SHOWN FOR BID PURPOSES ONLY. VERIFY REQUIREMENTS OF THE SOILS REPORT AND CITY'S.
B. *PROVIDE FINISH SAMPLE PER SPECIFICATIONS.

D | Concrete Paving



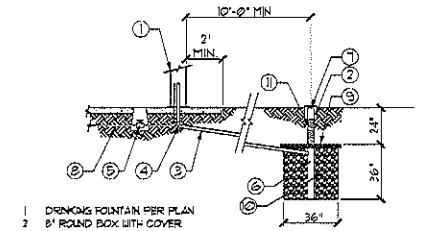
1. #4 REBAR @ 36" O.C.
2. CONCRETE PAVING, REFER TO PLAN FOR THICKNESS
3. 3/4" x 3/4" REVEAL W/ 1/4" RADIUS EDGES
4. 3/4" RADIUS EDGE
5. FINISH GRADE OF WOOD CHIPS.
6. SLOPE SUB-GRADE 2% MINIMUM TOWARDS DRAIN BOX.
7. 90% COMPACTED SUB-GRADE
8. #4 REBAR CONTINUOUS
9. "REBAR FELT FABRIC, AVAILABLE FROM 'REBAR SYSTEMS' @ (800) 340-7701, BETWEEN WOOD CHIPS AND SOIL.
10. SCORE JOINT PER DETAIL 'B', SHEET CD-1 (1/2" RADIUS EDGES)

E | Play Area Curb



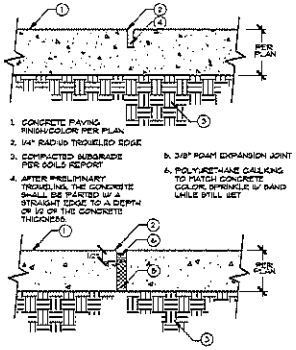
NOTES:
1. DO NOT SCALE DRAWING.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
3. SHOWN WITH OPTIONAL P.F. AND 18X18 FT. SLAB FOR CARRIER.

F | Drinking Fountain

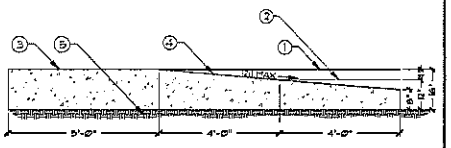


1. DRINKING FOUNTAIN PER PLAN
2. 8" ROUND BOX WITH COVER
3. 2" SCH. 40 PVC PIPE
4. LONG SWEEP ELL
5. GATE VALVE W/ 8" ROUND VALVE BOX
6. 4" DIA NON-METALLIC PERFORATED DRAIN PIPE W/ 3/8" DIA PERFORATIONS
7. 4" RUBBER CAP
8. DRINKING FOUNTAIN SUPPLY LINE W/ BALL VALVE IN VALVE BOX
9. WOVEN FIBERGLASS MAT
10. CU YD "2 ROCKED TAMPED IN PLACE (PER DETAIL 'A', SHEET CD-3)
11. 4" DIA NON-METALLIC NON-PERFORATED DRAIN PIPE

G | Drinking Fountain Sump

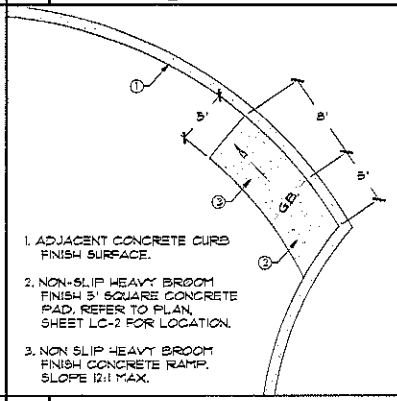


1. CONCRETE PAVING FINISH/COLOR PER PLAN.
2. 1/4" RAD.UD TROWELED EDGE
3. COMPACTED SUBGRADE PER GOILS REPORT
4. AFTER PRELIMINARY TROWELING, THE CONCRETE SHALL BE PLANTED W/ A STRAIGHT EDGE TO A DEPTH OF 1/2 OF THE CONCRETE THICKNESS.
5. 3/8" FOAM EXPANSION JOINT
6. POLYURETHANE CAULKING TO MATCH CONCRETE COLOR, SPRINKLE W/ SAND WHILE STILL WET



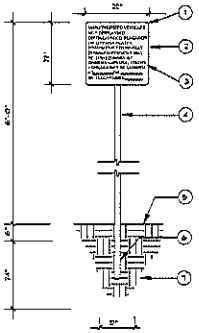
1. ADJACENT CONCRETE CURB FINISH SURFACE.
2. FINISH GRADE OF WOOD CHIPS.
3. NON-SLIP HEAVY BROOM FINISH 5' SQUARE CONCRETE PAD. REFER TO PLAN, SHEET CD-3 FOR LOCATIONS.
4. NON SLIP HEAVY BROOM FINISH CONCRETE RAMP.
5. 90% COMPACTED SUB-GRADE.

H | Play Area Ramp



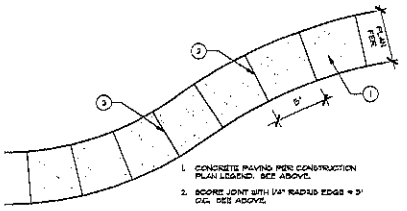
1. ADJACENT CONCRETE CURB FINISH SURFACE.
2. NON-SLIP HEAVY BROOM FINISH 5' SQUARE CONCRETE PAD. REFER TO PLAN, SHEET LC-2 FOR LOCATION.
3. NON SLIP HEAVY BROOM FINISH CONCRETE RAMP. SLOPE 12:1 MAX.

I | Play Area Ramp Plan



1. 1" READ. TYP.
2. 1/4" THICK STEEL SIGN, PAINT DARK GREEN W/ WHITE LETTERS ATTACH TO POST W/ (2) 3/8" DIA CARRIAGE BOLTS.
3. 1" LETTERS (HELVETICA BOLD)
4. SIGN POST PER CITY OF NORCO STD. DWG. NO. TBD (SEE DETAIL 'B', THIS SHEET)
5. FINISH GRADE
6. REFER TO DETAIL 'D', THIS SHEET FOR INSTALLATION OF POST
7. 90% COMPACTED SUBGRADE

J | ADA Parking Lot Sign



1. CONCRETE PAVING PER CONSTRUCTION PLAN LEGEND. SEE ABOVE.
2. SCORE JOINT WITH 1/4" RADIUS EDGE @ 5' O.C. SEE ABOVE.
3. EXPANSION JOINT WITH 1/4" RADIUS EDGE @ 15' O.C. SEE ABOVE.

D | Concrete Paving

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RA
RICHARD A. LAMB
6216 BROCKTON AVENUE
SUITE 212
RIVERSIDE, CALIFORNIA
92506
LIC. #1512
PH. (951) 781-1930
FAX (951) 686-3001

CLIENT:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT
RICHARD ALBERT LAMB
No. 1512
STATE OF CALIFORNIA

SHEET TITLE
CONSTRUCTION DETAILS

DESIGNED	TB
DRAWN	DB
CHECKED	MH
DATE	5/2/11
SCALE	NTS
JOB NO.	07106

SHEET
LC-4
18 OF 22 SHEETS

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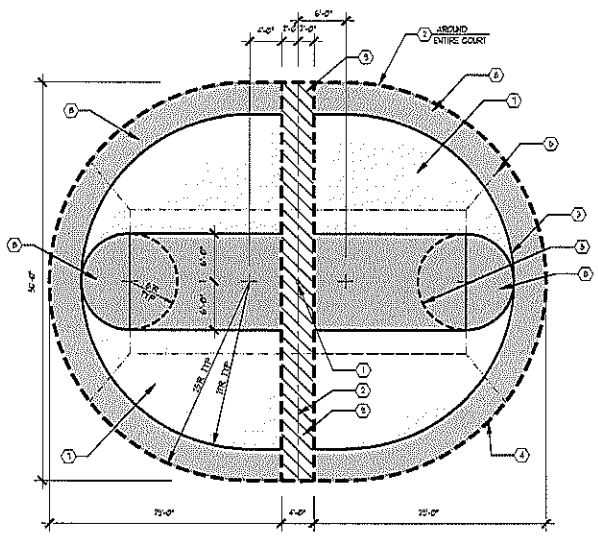
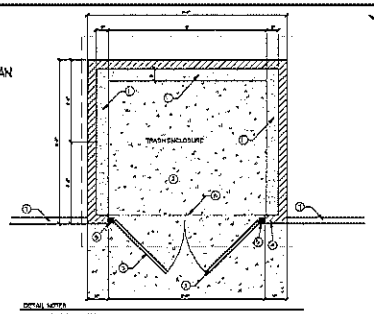
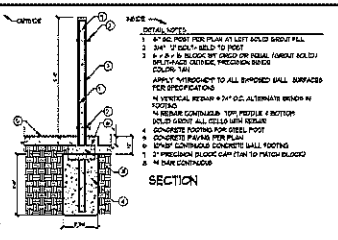


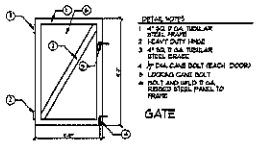
DETAIL NOTES:

1. INSTALL BASKETBALL POST, RIMS & NETS BY LA STEELCRAFT MODEL # FOR POST: 12066 (6' OFF-SET) MODEL # FOR RIM & NET: SD10 W/ CHAIN NET MODEL # FOR BACKBOARD: 12066-GB (GALV.), AVAILABLE FROM MIRACLE PLAYGROUND SALES (877) 264-7225 (CONTACT: KELLY SPENCE)
2. EXPANSION JOINT, SEE DETAIL 'D' SHEET LC-4
3. CONTINUOUS 2" WIDE WHITE LINE
4. CONTINUOUS 4" WIDE WHITE LINE
5. DASHED 2" WIDE WHITE LINE
6. SAWCUT LINE
7. COURT PAVING, COLOR TO BE: SHARA SAND, SEE DETAIL 'B' SHEET LC-6, AVAILABLE FROM PLEXIPAVE (800) 225-1141, INSTALL PER MANUFACTURER SPECS
8. COURT PAVING, COLOR TO BE: CAPE GRAY, SEE DETAIL 'B' SHEET LC-6, AVAILABLE FROM PLEXIPAVE (800) 225-1141, INSTALL PER MANUFACTURER SPECS
9. NATURAL GREY CONCRETE WITH MEDIUM BROOM FINISH, SEE DETAIL 'B' SHEET LC-6

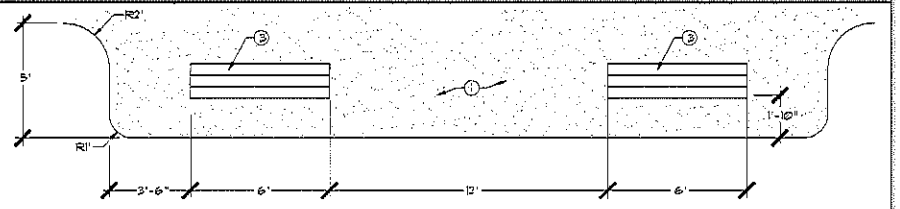
A Half Court Basketball

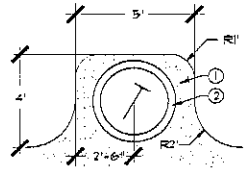






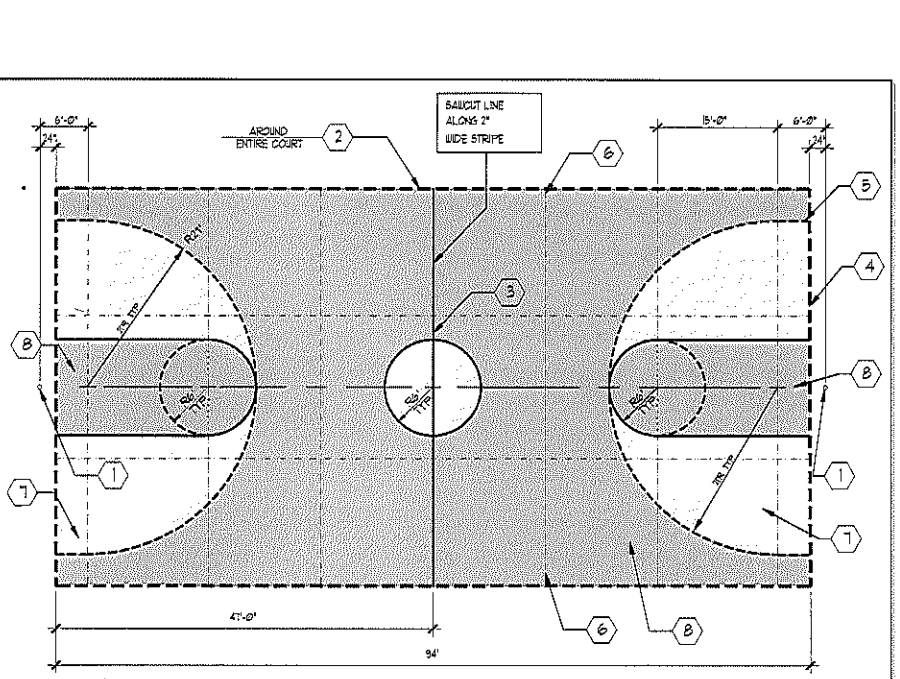
C Trash Enclosure





DETAIL NOTES:
1. CONCRETE PAD. REFER TO CONCRETE PAD DETAIL.
2. TRASH RECEPTACLE.
3. BENCH PER CONSTRUCTION LEGEND (TYP.)

D Trash/Bench Concrete Pad Blow-Up



DETAIL NOTES:

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8. COURT PAVING, COLOR TO BE: CAPE GRAY, SEE DETAIL 'B' SHEET LC-6, AVAILABLE FROM PLEXIPAVE (800) 225-1141, INSTALL PER MANUFACTURER SPECS

B Full Court Basketball

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SUITE 212
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92506
LIC. #1512
PH. (951) 781-1830
FAX (951) 686-3021

CLIENT:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT
MARK HUNTER STEVENS
No. 5112
STATE OF CALIFORNIA

SHEET TITLE
CONSTRUCTION DETAILS

DESIGNED	TS
DRAWN	DB
CHECKED	MH
DATE	5/2/11
SCALE	NTS
JOB NO.	07108

SHEET
LC-5
12of 22 SHEETS

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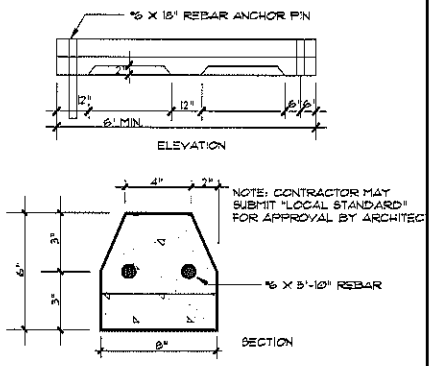
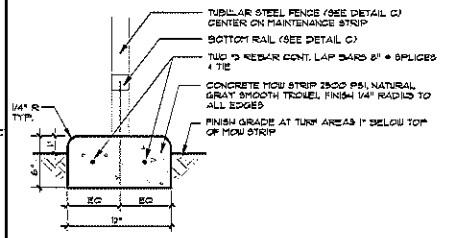
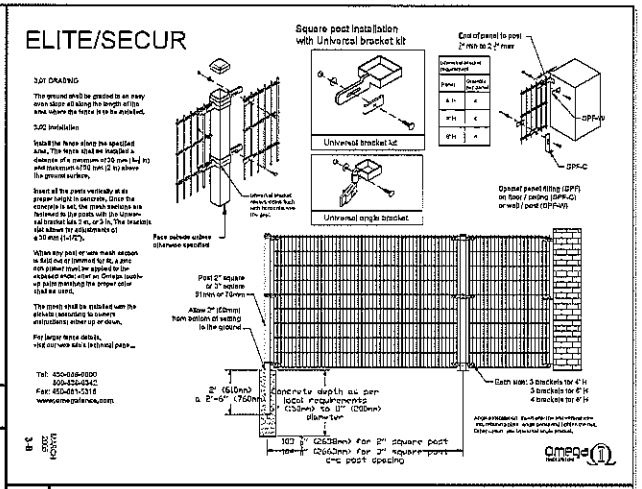


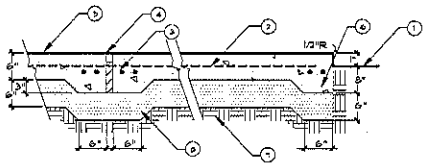
A Wheel Stop



B Mow Curb under Fence

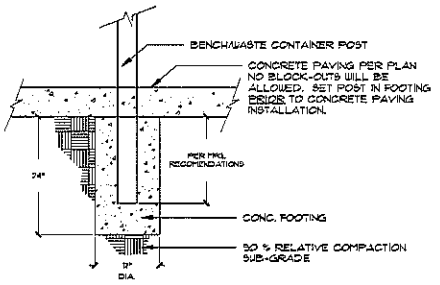


C 8' Wire Fence



1. FINISH GRADE IN TURF AREAS
2. #4 BAR 24" O.C. BOTH WAYS
3. #4 BAR CONT. (2 EACH)
4. 3/8" FOAM EXPANSION JOINT W/MASTIC PER PLAN
5. COURT FINISH (REFER TO PLAN & SPECIFICATIONS)
6. 3,200 PSI CONCRETE PAVING W/ MEDIUM BROOM FINISH
7. 90% COMPACTED SUBSOIL
8. 90% COMPACTED CLASS II AGGREGATE BASE

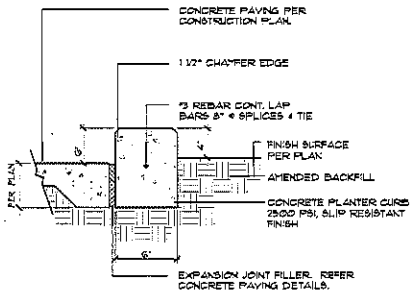
D Court Paving



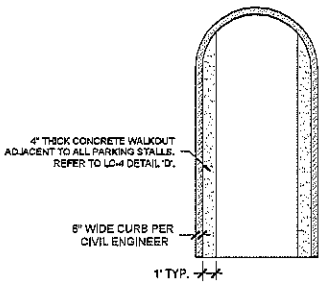
E Barbeque Installation

F Not Used

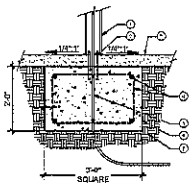
G Not Used



H Planter Curb



I CONCRETE WALKOUT



1. STRUCTURE POST
2. (4) 1/2" X 18" ANCHOR BOLTS
3. CONCRETE PAVING PER PLAN
4. (3) #4 HOOPS EACH WAY
5. ELECTRICAL CONDUIT
6. 2500 PSI CONCRETE FOOTING
7. 95% COMPACTED SUB-GRADE

NOTES:
1. FOOTING SHOWN IS FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL OBTAIN STRUCTURAL DRAWINGS FROM MANUFACTURER THAT WILL INCLUDE FOOTING DIMENSIONS.
2. CONTRACTOR SHALL OBTAIN ANCHOR BOLTS FROM POLYGON STRUCTURE REP. AND INSTALL IN CONCRETE FOOTING AS SHOWN
3. CONTRACTOR SHALL COORDINATE EXACT LOCATIONS OF ANCHOR BOLTS WITH STRUCTURE REPRESENTATIVE.
4. ELECTRICAL CONDUIT SHALL BE INSTALLED INSIDE STEEL STRUCTURE POST.

J SHELTER FOOTING

K Not Used

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SUITE 212
RIVERSIDE, CALIFORNIA
92506
LIC. #1312
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FAX (951) 686-8021

CLIENT:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT
CHRISTOPHER MICHAEL ROBERTS
No. 5151
STATE OF CALIFORNIA

SHEET TITLE
CONSTRUCTION DETAILS

DESIGNED	TB
DRAWN	DB
CHECKED	MH
DATE	5/2/11
SCALE	NTS
JOB NO.	07106

SHEET
LC-6
10 OF 22 SHEETS

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RA
6312 BROADWAY AVENUE
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WINDSOR, CALIFORNIA
95492
LIC. #4913
PH: (707) 837-1033
FAX: (707) 838-0931

CLIENT:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT
STATE OF CALIFORNIA
Date

SHEET TITLE
SHELTER DETAILS

DESIGNED	TB
DRAWN	DB
CHECKED	MH
DATE	5/2/11
SCALE	NTS
JOB NO.	07108

SHEET
LC-7
14 OF 22 SHEETS

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811
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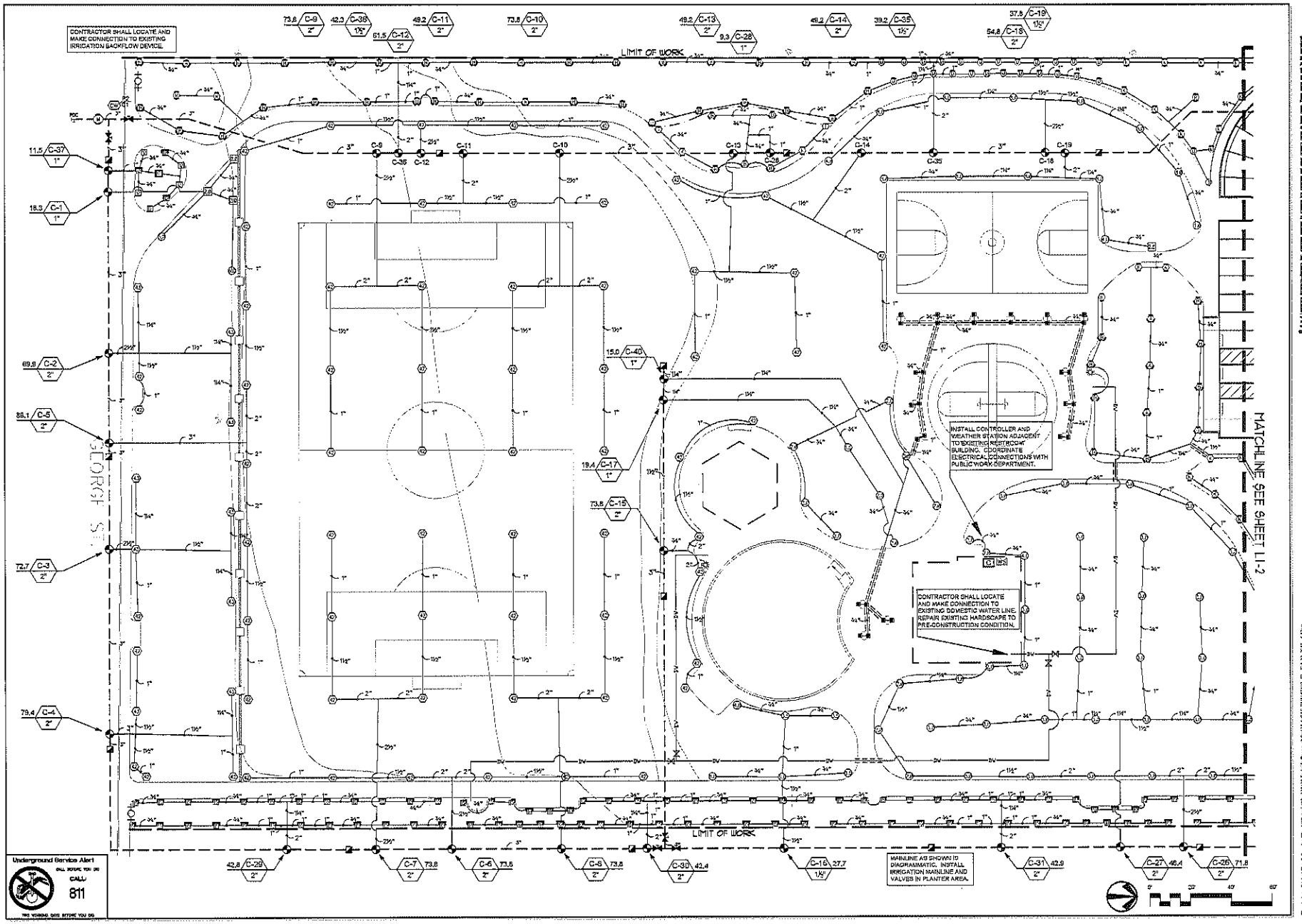

RA
6216 BROCKTON AVENUE
SUITE 212
RIVERSIDE, CALIFORNIA
92506
LIC. #1912
PH. (951) 727-1930
FAX (951) 686-9021

client:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT
Number
Expiration Date
STATE OF CALIFORNIA

SHEET TITLE

DESIGNED	TB
DRAWN	DB
CHECKED	MH
DATE	5/2/11
SCALE	1"=20'
JOB NO.	07108

SHEET
LI-1
15 OF 22 SHEETS

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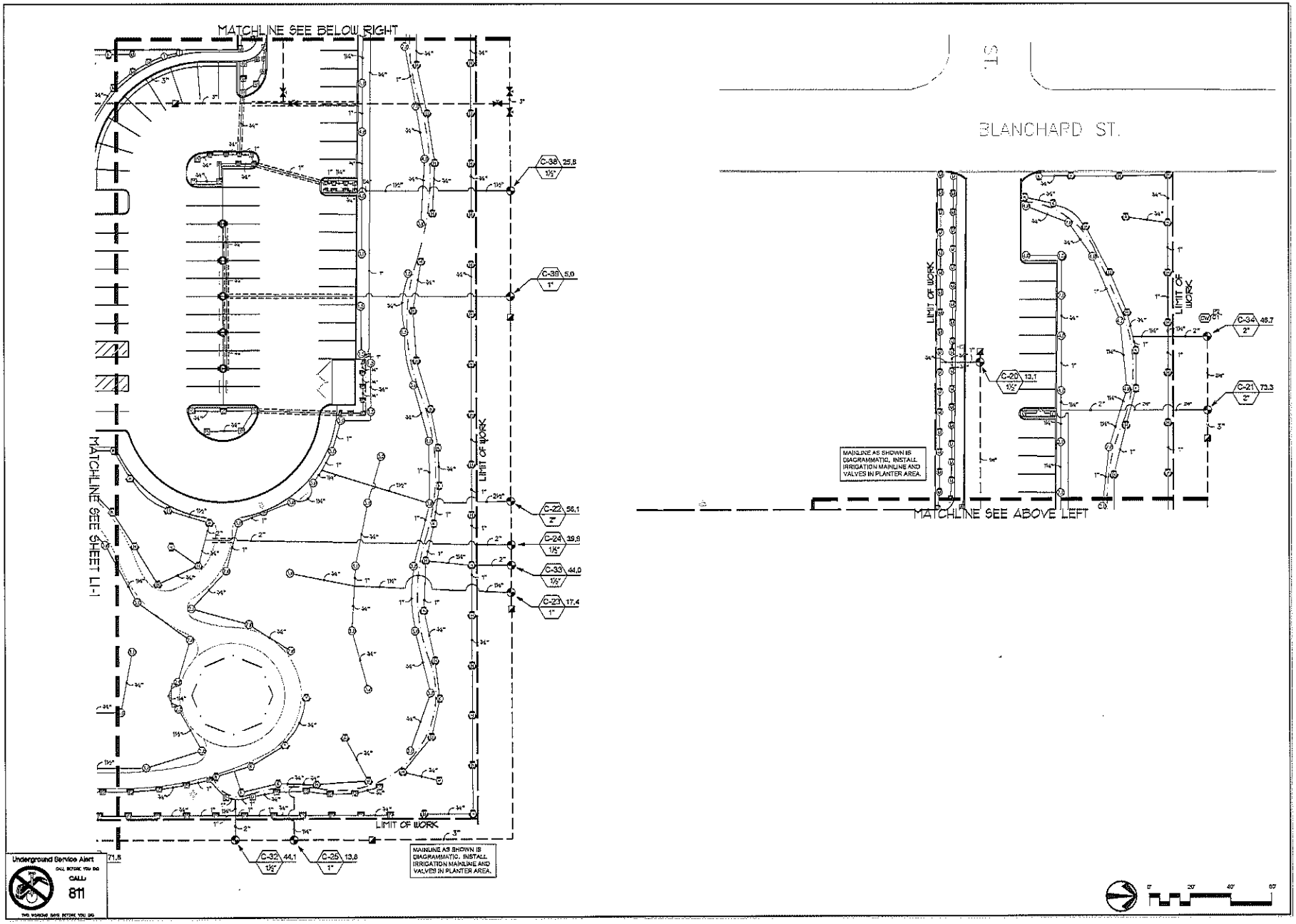

RJA
8218 BROCKTON AVENUE
SUITE 212
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LIC. #1512
PH. (951) 781-1030
FAX (951) 684-8091

CLIENT:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT
MICHAEL HENRY BAKER
No. 5132
STATE OF CALIFORNIA

SHEET TITLE
IRRIGATION PLAN

DESIGNED	TB
DRAWN	DB
CHECKED	MH
DATE	5/2/11
SCALE	1"=20'
JOB NO.	07108

SHEET
LI-2
15 OF 22 SHEETS

Printed/Digital Draft Drawing No. N:\Projects\07108\Construction\PWINGS\07108PWINGS.dwg 04/12/2016 - 1:41pm

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	WATT	PSI	PSI @ PSI	GPM	PRECIP
C-1	RAIN BIRD PEDS-PRS-D	1"	TURF ROTOR	905.3	50.28	57.50	14.30	0.86 in/h
C-2	RAIN BIRD PEDS-PRS-D	1"	TURF ROTOR	628.0	54.22	55.51	09.90	0.68 in/h
C-3	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	725.2	54.72	55.08	12.70	0.93 in/h
C-4	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	637.8	55.01	56.08	10.40	1.42 in/h
C-5	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	765.1	09.68	59.40	08.10	0.60 in/h
C-6	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	611.0	09.10	79.21	73.20	0.66 in/h
C-7	RAIN BIRD PEDS-PRS-D	1"	TURF ROTOR	449.3	09.69	71.25	73.20	0.54 in/h
C-8	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	307.9	69.70	71.69	73.50	0.34 in/h
C-9	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	1,077	09.56	69.14	73.50	0.34 in/h
C-10	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	1,197	65.53	69.72	73.50	0.34 in/h
C-11	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	1,109	59.72	67.67	69.30	0.32 in/h
C-12	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	1,089	65.76	67.00	81.50	0.38 in/h
C-13	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	1,251	58.27	69.21	69.30	0.32 in/h
C-14	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	1,247	66.29	68.70	69.30	0.44 in/h
C-15	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	952.0	60.24	72.24	73.50	0.55 in/h
C-16	RAIN BIRD PEDS-PRS-D	1-1/2"	TURF ROTOR	746.5	69.19	69.28	27.70	0.78 in/h
C-17	RAIN BIRD PEDS-PRS-D	1"	TURF ROTOR	530.0	67.14	68.00	19.40	0.56 in/h
C-18	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	1,180	66.66	78.94	54.80	0.76 in/h
C-19	RAIN BIRD PEDS-PRS-D	1-1/2"	TURF ROTOR	1,147	58.16	69.91	37.10	0.49 in/h
C-20	RAIN BIRD PEDS-PRS-D	1-1/2"	SHRUB ROTARY	1,850	45.25	47.81	13.86	0.71 in/h
C-21	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	932.2	69.16	75.94	73.30	0.80 in/h
C-22	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	654.6	68.57	74.50	55.10	0.86 in/h
C-23	RAIN BIRD PEDS-PRS-D	1"	TURF ROTOR	612.4	65.61	67.58	17.49	0.54 in/h
C-24	RAIN BIRD PEDS-PRS-D	1-1/2"	TURF ROTARY	657.0	43.51	53.10	30.28	0.43 in/h
C-25	RAIN BIRD PEDS-PRS-D	1"	TURF ROTARY	343.0	44.66	46.29	10.28	0.30 in/h
C-26	RAIN BIRD PEDS-PRS-D	2"	TURF ROTOR	968.4	70.38	78.05	71.40	0.42 in/h
C-27	RAIN BIRD PEDS-PRS-D	1"	TURF ROTOR	554.6	66.48	70.40	16.40	0.21 in/h
C-28	RAIN BIRD PEDS-PRS-D	1"	TURF ROTARY	1,299	42.69	44.36	9.24	0.42 in/h
C-29	RAIN BIRD PEDS-PRS-D	2"	SHRUB SPRAY	402.2	33.44	37.61	42.78	1.60 in/h
C-30	RAIN BIRD PEDS-PRS-D	2"	SHRUB SPRAY	318.2	33.64	34.31	42.30	1.49 in/h
C-31	RAIN BIRD PEDS-PRS-D	2"	SHRUB SPRAY	378.8	33.62	36.24	42.84	1.69 in/h
C-32	RAIN BIRD PEDS-PRS-D	1-1/2"	SHRUB SPRAY	354.0	33.64	36.75	44.00	1.44 in/h
C-33	RAIN BIRD PEDS-PRS-D	1-1/2"	SHRUB ROTARY	629.9	47.41	51.84	44.01	0.48 in/h
C-34	RAIN BIRD PEDS-PRS-D	2"	SHRUB ROTARY	968.7	47.89	52.09	68.71	0.49 in/h
C-35	RAIN BIRD PEDS-PRS-D	1-1/2"	SHRUB ROTARY	1,211	44.14	50.97	36.21	0.45 in/h
C-36	RAIN BIRD PEDS-PRS-D	1-1/2"	SHRUB ROTARY	1,000	46.59	48.24	42.34	0.53 in/h
C-37	RAIN BIRD PEDS-PRS-D	1"	SHRUB SPRAY	917.1	34.88	53.06	11.40	1.51 in/h
C-38	RAIN BIRD PEDS-PRS-D	1-1/2"	SHRUB SPRAY	412.0	49.16	49.25	25.40	1.62 in/h
C-39	RAIN BIRD PEDS-PRS-D	1"	BUBBLER	780.4	35.11	36.46	5.00	15.32 in/h
C-40	RAIN BIRD PEDS-PRS-D	1"	BUBBLER	840.8	36.78	41.07	19.80	16.72 in/h
	Common Wire			2,959				

CRITICAL ANALYSIS

Generated: 2011-04-14 16:02:

P.O.C. NUMBER:01
Water Source Information: Type K Copper Pipe

FLOW AVAILABLE
Point of Connection Size: 2-1/2"
Flow Available: 113.10 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 160.00 psi
Pressure Available: 160.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 49.10 gpm
Flow Available at POC: 113.10 gpm
Residual Flow Available: 28.00 gpm

Critical Station: C-27
Design Pressure: 60.00 psi
Pipe Loss Critical Head: 6.76 psi
Loss Fitting Factor: 0.86 psi
Loss through Valve: 2.95 psi
Pressure Req. at Critical Station: 70.34 psi
Loss for Fittings: 0.00 psi
Loss for Main Line: 0.83 psi
Loss for Backflow: 11.20 psi
Loss for Master Valve: 1.59 psi
Critical Station Pressure at POC: 89.05 psi
Pressure Available: 160.00 psi
Residual Pressure Available: 10.95 psi

NOTES (TYPICAL):

1) 3" AND SMALLER MAINLINE USE SOLVENT WELD PIPE WITH PVC SCHEDULE 40 FITTINGS.
2) ALL SHRUB HEADS LOCATED AT BASE OF SLOPE ADJACENT TO WALLS, DRIVES AND TURF SHALL BE INSTALLED ON 12" POP-UP BODIES. ALL OTHERS CAN BE SHRUB HEADS INSTALLED ON SCH 80 PVC RISERS 12" ABOVE FINISHED SURFACE.
3) THE CONTRACTOR SHALL USE VARIABLE ARC NOZZLES (VAN) TO OBTAIN BETTER COVERAGE.
4) WHEN VERTICAL OBSTRUCTIONS (FIRE HYDRANTS, STREET LIGHTS, TREES, ETC.) INTERFERE WITH THE SPRAY PATTERN OF THE SPRINKLER HEADS AS SHOWN TO PREVENT PROPER COVERAGE, THE CONTRACTOR SHALL FIELD ADJUST THE SPRINKLER SYSTEM BY INSTALLING A QUARTER CIRCLE OR HALF CIRCLE SPRINKLER HEAD ON EACH SIDE OF THE OBSTRUCTION SO AS TO PROVIDE PROPER COVERAGE. ALL ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.
5) MAINLINE, VALVES, IRRIGATION METERS, ETC., ARE SHOWN ON THE STREET AND/OR SIDEWALK FOR CLARIFICATION ONLY. INSTALL IN PLANTER AREA THROUGHOUT THE SITE.
6) ADJUST ALL SPRINKLERS FOR 100% COVERAGE.
7) ALL MAINLINE, LATERALS AND CONTROL WIRES SHALL BE SLEEVED IN SCH. 40 PVC UNDER HARDSCAPE. REFER TO SLEEVING CHART FOR SIZE.
8) AFTER ESTABLISHMENT OF ALL PLANT MATERIAL, CONTROLLERS SHALL BE PROGRAMMED TO IRRIGATE SOLELY DURING THE HOURS OF 9 P.M. AND 6 A.M.
9) ALL PLASTIC TO PLASTIC JOINTS SHALL BE SOLVENT WELD JOINTS. ONLY THE SOLVENT RECOMMENDED BY THE PIPE MANUFACTURER SHALL BE USED.

CONTRACTOR SHALL MAKE POINT OF CONNECTION AT EXISTING WATER METER.

EXISTING STATIC WATER PRESSURE	160 PSI
SYSTEM DESIGN PRESSURE	60 PSI
REGULATED PRESSURE	80 PSI
PEAK IRRIGATION DEMAND	85 GPM

INFORMATION CONFIRMED ON 8-27-07, CITY OF BANNING
ARTURO VELA (951) 922-3105

SCH 40 PVC SLEEVING CHART

1 1/4" SLEEVE	1-4 WIRES	1/2" PIPE
1 1/2" SLEEVE	5-10 WIRES	3/4" PIPE
2" SLEEVE	11-20 WIRES	1" PIPE
2 1/2" SLEEVE	21-30 WIRES	1 1/4" PIPE
3" SLEEVE	31-40 WIRES	1 1/2" PIPE
4" SLEEVE	41-60 WIRES	2" PIPE
6" SLEEVE	61-90 WIRES	2 1/2"-3" PIPE
8" SLEEVE	100+ WIRES	4" PIPE
10" SLEEVE	N/A	6" PIPE

Valve Callout
Valve Number
Valve Flow
Valve Size

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	GPM	RADIUS	DETAIL
	Hunter I-40-04-ADS, 360 Turf Rotor, 4" popup, adjustable and full circle, with check valve, stainless steel riser	60	1.2	24'	'E' / L1-4
	Hunter I-20-04-ADS, 360 Turf Rotor, 4" popup, adjustable and full circle, with check valve, stainless steel riser	60	1.8	28'	'E' / L1-4
	Hunter I-20-04-ADS, 360 Turf Rotor, 4" popup, adjustable and full circle, with check valve, stainless steel riser	60	2.2	27'	'E' / L1-4
	Hunter I-20-04-ADS, 360 Turf Rotor, 4" popup, adjustable and full circle, with check valve, stainless steel riser	60	2.9	29'	'E' / L1-4
	Hunter I-20-04-ADS, 360 Turf Rotor, 4" popup, adjustable and full circle, with check valve, stainless steel riser	60	3.7	30'	'E' / L1-4
	Hunter I-20-04-ADS, 360 Turf Rotor, 4" popup, adjustable and full circle, with check valve, stainless steel riser	60	4.8	31'	'E' / L1-4
	Hunter I-20-04-ADS, 360 Turf Rotor, 4" popup, adjustable and full circle, with check valve, stainless steel riser	60	6.0	33'	'E' / L1-4
	Hunter I-25-04-ADS, 360 Turf Rotor, 4" popup, adjustable and full circle, with check valve, stainless steel riser	60	7.0	33'	'E' / L1-4
	Hunter I-20-04-ADS-LA, 360-LA Turf Rotor, 4" popup, adjustable and full circle, with check valve, stainless steel riser, low-angle nozzle	50	2.1	27'	'E' / L1-4
	Hunter I-20-04-ADS-LA, 360-LA Turf Rotor, 4" popup, adjustable and full circle, with check valve, stainless steel riser, low-angle nozzle	60	2.8	28'	'E' / L1-4
	Hunter I-20-04-ADS-SR, 360-SR Turf Rotor, 4" popup, adjustable and full circle, with check valve, stainless steel riser, short radius nozzle	50	3.0	21'	'E' / L1-4
	Hunter I-40-ADS, 360 Turf Rotor, adjustable and full circle, with check valve and stainless steel riser	60	12.3	46'	'E' / L1-4
	Hunter I-40-ADS, 360 Turf Rotor, adjustable and full circle, with check valve and stainless steel riser	60	16.1	46'	'E' / L1-4

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	DETAIL
	Rain Bird PEDS-PRS-D Electric Remote Control Sprinkler Valve, with pressure regulator,	'D' / L1-4
	Rain Bird 44LRC 1" Quick Coupler Valve, two piece body, locking cover	'D' / L1-4
	Nibco S10 cast iron wheel-valve stem. 6 hex key worm gear, with memory stop	'D' / L1-4
	Conbraco 2250-2" Normally closed pressure reducing, surge application	'D' / L1-5
	Weathermatic SL4800 controller installed in Champion "SS-1800" stainless steel pedestal with entry enclosure. Add one "CWM12" 12 zone module to base controller and "SLW20" commercial remote weather monitor. Install stainless steel pedestal adjacent to building. Coordinate electrical POC with Pribble Works Supervisor.	'H' / L1-4
	Install weather monitor on 1.75" sch. 40 galvanized steel pole 12' above finished grade.	'J' / L1-4
PB	Wire Bundle (as indicated for future use) Spare control wire bundle for future use in junction box. Provide wires, 5 common wires bundled. Coil wires in valve box, and run continuous wire back to controller. Label each wire with a plastic I.D. tag at the wire bundle and at the controller.	
POC	Point of Connection after existing irrigation backflow device. Contractor is responsible to have the backflow device recertified prior to final connection.	
	Irrigated Lateral Line: PVC Schedule 40	'K' / L1-4
	Irrigation Mainline: PVC Schedule 40-1 1/2" and smaller / Class 315-04" and larger detail concrete thrust blocks at all changes of direction 45° and greater.	'K' / L1-4 'D' / L1-5
	Pipe/Wire Sleeve: PVC Schedule 40 Pipe sleeve size shall be 2X the diameter of irrigation piping. Extend sleeves 12 inches beyond edges of paving or construction. Wire sleeve size shall be sized per sleeving chart.	'A' / L1-4
SV	1.0" Sch 40 PVC domestic water pressure line - 24" min. cover	'K' / L1-4
	Nibco 300 series ball valve - size size	'D' / L1-4

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CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT
MICHAEL HUNTER
No. 3482
RENEWAL 08/31/2012
STATE OF CALIFORNIA

SHEET TITLE
IRRIGATION LEGEND

DESIGNED	TB
DRAWN	DB
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DATE	5/2/11
SCALE	NTS
JOB NO.	07108

SHEET
LI-3
17 OF 22 SHEETS

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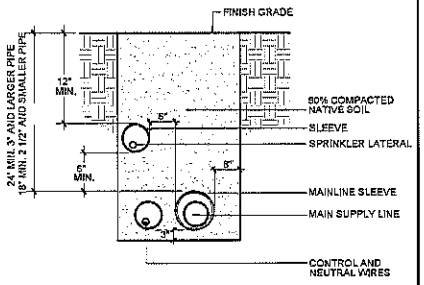
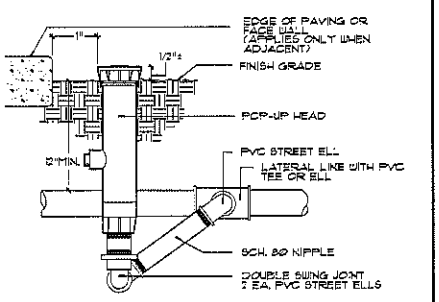
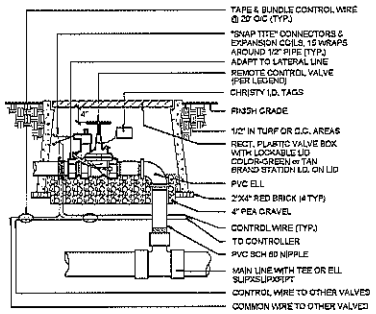


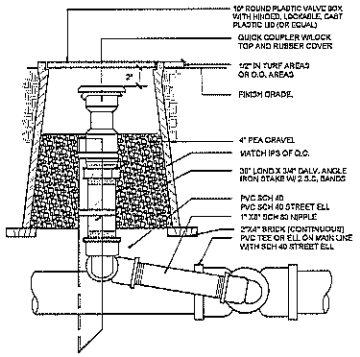
A Sleeving



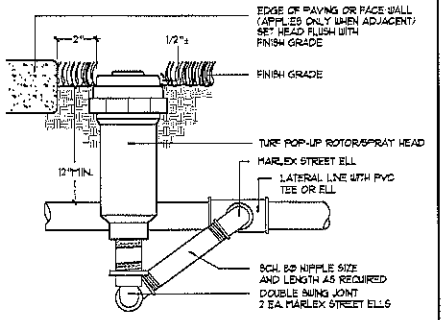
B Pop-Up Spray Head



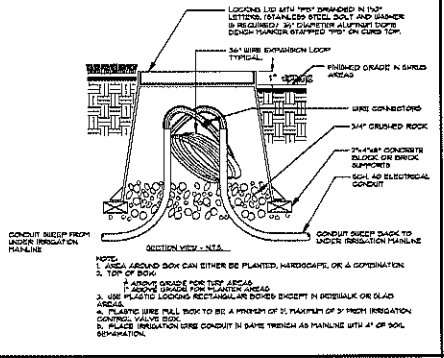
C Remote Control Valve



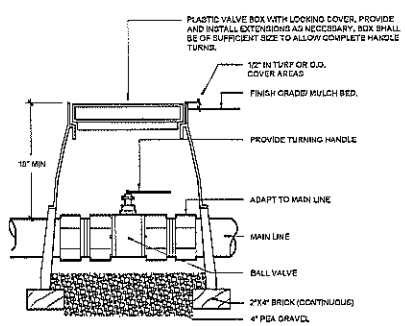
D Quick Coupler Valve



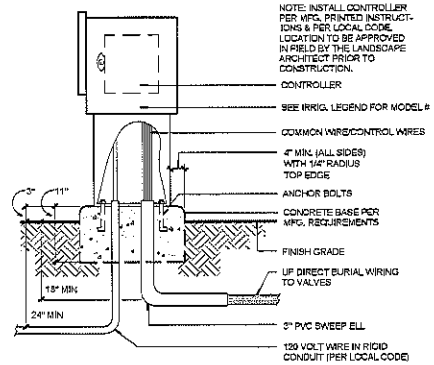
E Rotor Head



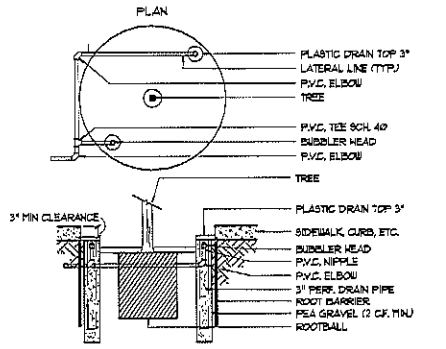
F Pull Box



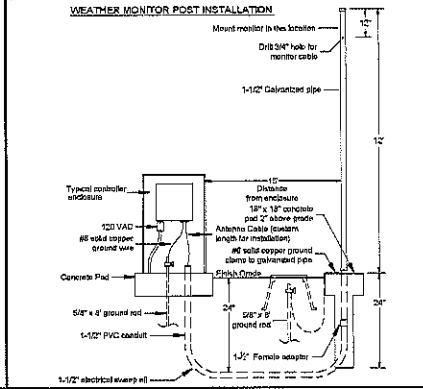
G Ball Valve



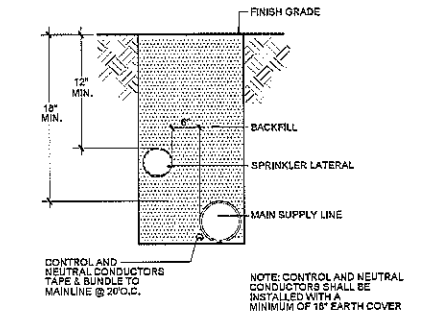
H Irrigation Controller



I Bubbler



J Weather Monitor



K Trenching

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PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT — STATE OF CALIFORNIA

SHEET TITLE
IRRIGATION DETAILS

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SCALE	N.T.S
JOB NO.	07108

SHEET
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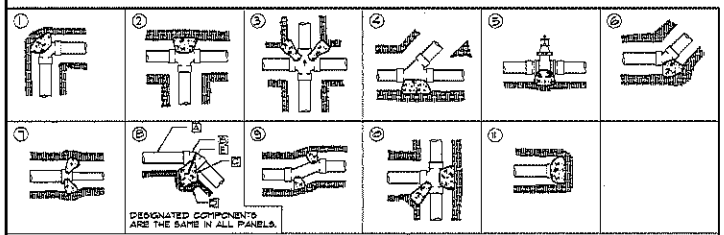
A Not Used

B THRUST BLOCKS



[A] SPECIFIED PIPE [B] SPECIFIED FITTINGS [C] CONCRETE THRUST BLOCK
UNDISTURBED SOIL OR SOIL MEETING COMPACTION REQUIREMENTS OF GRADING SPECIFICATIONS. [D] #3 REBAR

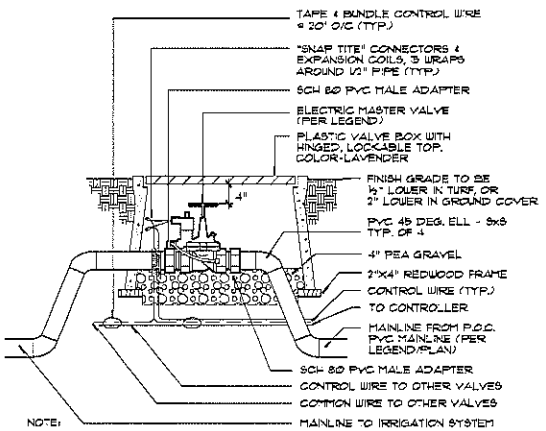
1. DIRECTION CHANGE, ELBOW
2. THRU LINE CONNECTION, TEE
3. THRU LINE CONNECTION, CROSS
4. THRU LINE CONNECTION, WYE
5. VALVE ANCHOR
6. DIRECTION CHANGE, 45 ELBOW
7. CHANGE LINE SIZE, REDUCER
8. VERTICAL DIRECTION CHANGE, BEND ANCHOR
9. DIRECTION CHANGE
10. DIRECTION CHANGE, TEE USED AS ELBOW
11. END CAP BLOCK

MINIMUM BEARING AREA PER BLOCK

SIZE OF PIPE	IN SQUARE FEET FIG: 1, 2, 3, 4, 7, 10, 11	IN SQUARE FEET FIG: 6, 9	IN CUBIC FEET FIG: 5, 8
3", 2"	3	2	3
6"	5	4	22
8"	8	6	-
10"	12	9	-

ALL PIPE IN SYSTEM, INCLUDING SMALLER SOLVENT WELDED PIPE, WHICH COULD RECEIVE THRUST FROM BELL-RING PIPE, SHALL HAVE THRUST BLOCKS.

C MASTER VALVE



NOTE:
ALL PIPING TO BE FULL SIZE AS SHOWN ON PLAN. BUSH DOWN TO VALVE SIZE ONLY AT THE VALVE.

D Not Used

E Not Used

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PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

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TIMOTHY J. STOLTZ
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STATE OF CALIFORNIA

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SHEET
LP-1
20 OF 22 SHEETS

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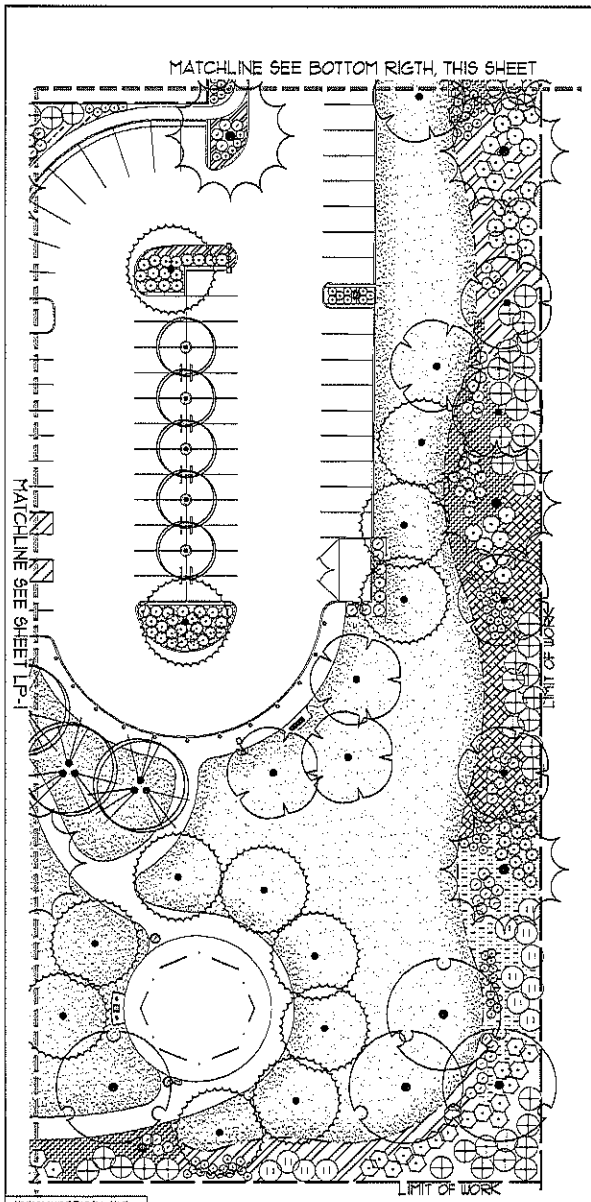

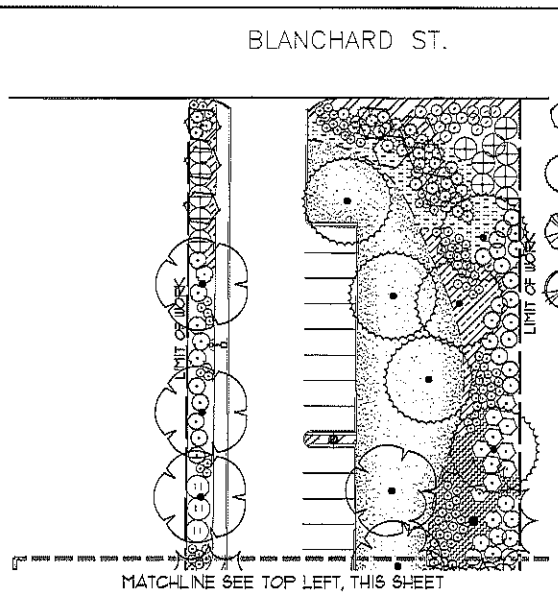

PLANT SCHEDULE

TREES	BOTANICAL/COMMON	CONT	CAL	SIZE	REMARKS	REFERENCE
	Cedrus deodara / Deodar Cedar	24"box	2"	8-11'H/3-4'W	Standard	Refer to detail 'B', Sheet LP-3
	Lagerstroemia indica fauriei 'Cheyenne' / Crape Myrtle	36"box	2"	8-11'H/4-5'W	Standard	Refer to detail 'B', Sheet LP-3
	Lagerstroemia indica fauriei 'Muskogee' / Japanese Crape Myrtle	24"box		6'H/3'W	Multi-Trunk	Refer to detail 'E', Sheet LP-3
	Magnolia grandiflora 'D.D. Blanchard' TM / Southern Magnolia	24"box	1.5"	6'H/3'W	Standard	Refer to detail 'B', Sheet LP-3
	Pistacia chinensis / Chinese Pistache Standard	24"box	1.5"	6'H/3'W	Standard	Refer to detail 'B', Sheet LP-3
	Platanus racemosa / Multi-Trunk California Sycamore	24"box	1.5"	8-25'H/5-10'W	Multi-trunk	Refer to detail 'E', Sheet LP-3
	Pyrus calleryana 'Rosegard' / Redspire Callery Pear	24"box	2"	8-11'H/4-5'W	Standard	Refer to detail 'B', Sheet LP-3
	Pyrus kawakamii / Multi-Trunk Evergreen Pear	36"box	2"	9-11'H/5-6'W	Multi-Trunk	Refer to detail 'E', Sheet LP-3
	Quercus agrifolia / Multi-Trunk Coast Live Oak	24"box	2"	8-11'H/3-4'W	Standard	Refer to detail 'B', Sheet LP-3

SHRUBS	BOTANICAL/COMMON	CONT	O/C	REMARKS	REFERENCE
	Baccharis pilularis / Dwarf Coyote Brush	5 gal	Per Plan	Full & Bushy	Refer to detail 'F', Sheet LP-3
	Cistus x purpureus / Orchid Rockrose	5 gal	Per Plan	Full & Bushy	Refer to detail 'F', Sheet LP-3
	Dietes bicolor / Fortnight Lily	5 gal	Per Plan	Full in can	Refer to detail 'F', Sheet LP-3
	Elaeagnus pungens 'Fruitlandii' / Silverberry	5 gal	Per Plan	Full & Bushy	Refer to detail 'F', Sheet LP-3
	Heteromeles arbutifolia / Toyon	5 gal	Per Plan	full in can	Refer to detail 'F', Sheet LP-3
	Mahonia aquifolium 'Compacta' / Compact Oregon Grape	5 gal	Per Plan	Full & Bushy	Refer to detail 'F', Sheet LP-3
	Prunus caroliniana 'Compacta' / Carolina Cherry	5 gal	Per Plan	Full & Bushy	Refer to detail 'F', Sheet LP-3
	Rhamnus californica / California Coffee Berry	5 gal	Per Plan	Full & Bushy	Refer to detail 'F', Sheet LP-3
	Xylosma congestum 'Compacta' / Compact Xylosma	5 gal	Per Plan	Full & Bushy	Refer to detail 'F', Sheet LP-3

VINE/ESPALIER	BOTANICAL/COMMON	CONT	O/C	REMARKS	REFERENCE
	Parthenocissus tricuspidata 'Veitchii' / Boston Ivy	5 gal	Per Plan	Plant around trash enclosure	Refer to detail 'D', Sheet LP-3

GROUNDCOVER	BOTANICAL/COMMON	CONT	REMARKS	REFERENCE
	Convolvulus sabatius / Ground Morning Glory	flat @ 12" oc	Triangular Spacing	Refer to detail 'C', Sheet LP-3
	Festuca glauca / Blue Fescue	flat @ 12" oc	Triangular Spacing	Refer to detail 'C', Sheet LP-3
	Hemerocallis hybrid / Daylily	1 gal@ 18" oc	Triangular Spacing	Refer to detail 'C', Sheet LP-3
	Phormium tenax 'Jack Spratt' / New Zealand Flax	1 gal@ 24" oc	Triangular Spacing	Refer to detail 'C', Sheet LP-3
	Rosa x 'White Carpet' / White Carpet Rose	2 gal@ 24" oc	Triangular Spacing	Refer to detail 'C', Sheet LP-3
	Rosmarinus officinalis 'Huntington Carpet' / Huntington Carpet Rosemary	flat @ 12" oc	Triangular Spacing	Refer to detail 'C', Sheet LP-3
	Turf Hydroseed / Drought tolerant fescue blend	seed	Agro Seed (831)674-0038	Refer to detail 'C', Sheet LP-3

NOTES:
1. ALL TREES WITHIN 5' OF HARDSCAPE ARE TO RECEIVE ROOTBARRIER, PER DETAIL 'G', SHEET LP-3
2. ALL PLANTER AREAS (EXCLUDING SLOPES 2:1 OR GREATER) TO RECEIVE A 3" THICK LAYER OF SLIGHTLY SHREDDED MEDIUM GRIND BARCK MULCH, AS AVAILABLE FROM SEQUOIA HORTICULTURAL PRODUCTS (209) 581-1177.
3. THE INDIVIDUAL SYMBOLS AND/OR QUANTITIES ARE SHOW FOR REFERENCE ONLY. THE ON-CENTER SPACING SHOWN SHALL TAKE PRECEDENCE OVER THE ACTUAL SYMBOLS SHOWN)
4. CONTRACTOR SHALL INSTALL JUTE NETTING ON ALL SLOPES 2:1 OR GREATER. "GEO-JUTE," 5 MOLDER RESISTANT OR APPROVED EQUAL. MESH SHALL BE GREEN IN COLOR. JUTE SHALL BE 48" WIDE WITH A WEIGHT OF .97 POUNDS PER LINEAR YARD

Underground Service Alert
CALL BEFORE YOU DIG
CALL
811
TWO WORKING DAYS BEFORE YOU DIG

0' 20' 40' 80'

RJA
8218 BROOKTON AVENUE
SUITE 212
RIVERSIDE, CALIFORNIA
92504
LIC. #1312
PH. (951) 781-1930
FAX (951) 686-8061

CLIENT:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT
MARK HOWARD JOHNSON
No. 5112
RENEWAL 08/31/2012
STATE OF CALIFORNIA

SHEET TITLE
PLANTING PLAN

DESIGNED	TB
DRAWN	DB
CHECKED	MH
DATE	5/2/11
SCALE	1"=20'
JOB NO.	07108

SHEET
LP-2
21 OF 22 SHEETS

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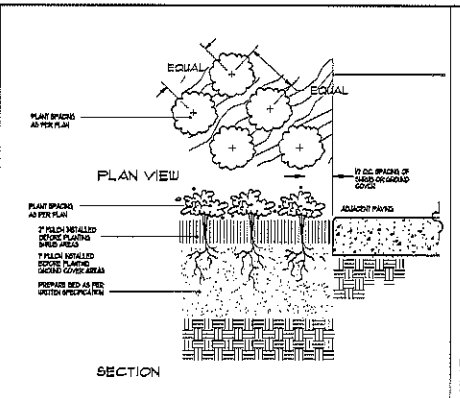
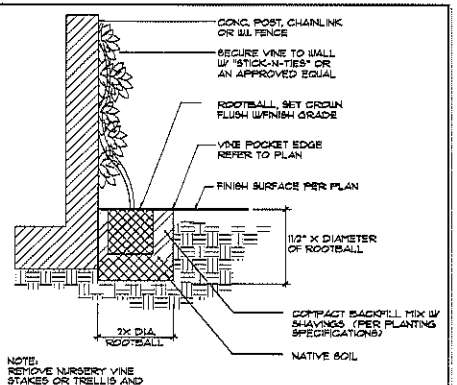
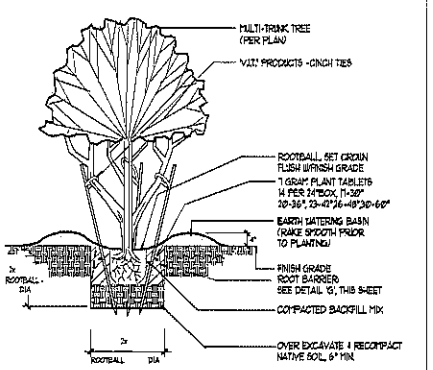


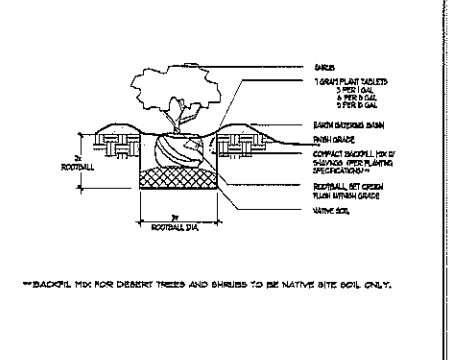
C GROUNDCOVER SPACING



D VINE PLANTING

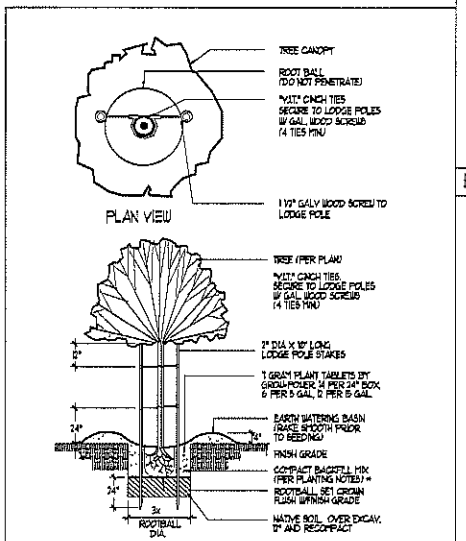


E MULTI-TRUNK TREE STAKING



**BACKFIL MIX FOR DESERT TREES AND SHRUBS TO BE NATIVE SITE SOIL ONLY.

F SHRUB PLANTING



* FOR ALL 5 GAL TREES
* TRIPLE STAKE TREES LARGER THAN 5 GAL.
**BACKFIL MIX FOR DESERT TREES AND SHRUBS TO BE NATIVE SITE SOIL ONLY.

B DOUBLE STAKE TREE

A Not Used

Linear Style Planting with DeepRoot Barriers

Determine the correct number of panels to be used. Depending upon the actual planting plan and the number of trees involved the length of linear barrier will vary, but as a general rule of thumb take the anticipated mature canopy diameter of the tree and add 2 feet (60cm). This will be the number of feet necessary for a Linear style planting application. (See chart below.)

4. Choose the barrier that best suits the application. Currently if a sidewalk, patio or driveway is to be protected, 24" (46cm)/UB-24-2 is sufficient depth with 9" (23cm) UB-9-2 as an alternate choice for non-aggressive, deeper rooting trees. However for curb and gutter protection or more aggressive roots 24" (61cm) UB-24-2 is generally the better choice.

5. Dig one trench to the depth based upon the particular barrier chosen.

6. Install the barrier. When using DeepRoot Linear Barriers simply pull the appropriate number of panels out of the box (they come predassembled) and separate the panels in the correct length when installing. DeepRoot Universal Barriers in a linear fashion will need to join the appropriate number of panels together.

7. Next, place the barrier in the trench with the vertical ribs facing toward the tree and align the 2 outlet notches. It is helpful to place the barrier against the hardscape, like the homeowner as a guide and backfill anytime the barriers to provide a clean section fit to the hardscape. Do not cut or bend the barrier's double top edge at least 12" (30cm) above grade or ensure notes do not get given over the top.

8. Plant the tree(s). The Linear style offers a more aggressive rooting growth area, however extreme soil and drainage conditions may exist in the actual planting area. Take steps to ensure healthy growth of the tree at planting. Consult with a local Arborist for planting tips and recommendations.

9. If the tree(s) will be subject to wildlife and such as deer browsing or weed whacking we strongly recommend the installation of UrbanGrowth Tree Trim. Polycarbon which is placed around the base of young trees to protect their tree design by weed trimmers, lawn mowers and weed rodents.

For additional information please consult the 16 page DeepRoot Product Selection and Installation Guidelines.

For information regarding distributors please call 1.800.UV ROOT (8768) or visit our website at www.deeproot.com

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For a more formula to determine the quantity of panels required for a Linear application use Estimated Diameter of the Tree Canopy at Maturity ÷ 2 (46cm) = Length of Barrier per Side.

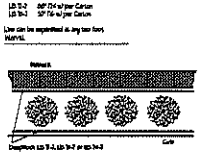
As little as one side of the tree may need barrier for root direction as there may be no hardscape elsewhere requiring protection.

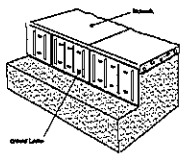
Value Linear Barriers (UB 2-2 and UB 9-2) are packaged in 2' (0.6m) long panels with pre-attached flexible joiners ready to pull out of the carton and install in one continuous line of up to:	Per Side Style of Tree Estimated Tree Canopy at Maturity	Number of Rows of Linear Barrier (UB 2 or UB 9)	Optional Universal Barrier (UU) in Number of Panels
	2' (24cm) Diameter	4' (46cm) = 10' (42m)	1 Panels
	8' (2.5m) Diameter	4' (46cm) = 20' (6.2m)	10 Panels
	24' (7.5m) Diameter	4' (46cm) = 34' (10m)	17 Panels

Deeproot UB 9-2, UB 9-7 or UB 24-2

UB 9-2 — 80' (24 m) per Carton
UB 24-2 — 30' (9 m) per Carton

Liner can be segmented at any two foot MARK.





G DEEP ROOT BARRIER SYSTEM

TO BE 24" DEEP ON ALL SIDES

Underground Service Alert
DIAL BEFORE YOU DIG
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811
TWO WORKDAYS BEFORE YOU DIG

RIVERSIDE ARCHITECTS
6515 BROCKTON AVENUE
SUITE 212
RIVERSIDE, CALIFORNIA
92506
LIC. #1512
PH. (951) 781-1930
FAX (951) 686-8091

CLIENT:
CITY OF BANNING
DEPARTMENT OF PUBLIC WORKS
99 E. RAMSEY ST.
BANNING, CALIFORNIA 92220

PROJECT:
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17
LANDSCAPE IMPROVEMENT PLANS
BANNING, CALIFORNIA

REVISIONS	DATE	BY

LICENSED LANDSCAPE ARCHITECT
CHRISTOPHER M. HOWARD
No. 5151
STATE OF CALIFORNIA

SHEET TITLE
PLANTING DETAILS

DESIGNED	TB
DRAWN	DB
CHECKED	MH
DATE	5/2/11
SCALE	N.T.S
JOB NO.	07108

SHEET
LP-3
22 OF 22 SHEETS

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GENERAL NOTES

1. ALL GRADING SHALL BE DONE IN CONFORMANCE WITH THE LATEST EDITION OF THE UNIFORM BUILDING CODE, CHAPTER 70, REGULATING THE EXCAVATION & GRADING OF LAND AND ANY AMENDMENTS THERETO. THE REQUIREMENTS OF THE CITY OF BANNING AND THE RECOMMENDATIONS OF THE SOILS REPORT.
2. ALL GRADING SHALL CONFORM TO THE RECOMMENDATION OF THE APPROVED REPORT OF SOILS ENGINEER AND ENGINEERING GEOLOGIST.
3. THE SOILS ENGINEER AND ENGINEERING GEOLOGIST SHALL BE RESPONSIBLE FOR THE QUALITY OF THE WORK PERFORMED BY THE GRADING CONTRACTOR, AND SHALL EXERCISE SUFFICIENT SUPERVISORY CONTROL DURING GRADING TO INSURE COMPLIANCE WITH THE PLANS, SPECIFICATIONS, AND CODE WITHIN THEIR PURVIEW.
4. THE DESIGN CIVIL ENGINEER SHALL EXERCISE SUFFICIENT SUPERVISORY CONTROL DURING GRADING AND CONSTRUCTION TO INSURE COMPLIANCE WITH THE PLANS, SPECIFICATIONS AND CODE WITHIN HIS PURVIEW.
5. IF THE CIVIL ENGINEER OF SOILS ENGINEER ARE CHANGED DURING THE COURSE OF WORK, ALL WORK SHALL BE STOPPED UNTIL A REPLACEMENT HAS AGREED TO ACCEPT THE RESPONSIBILITY FOR CERTIFICATIONS UPON COMPLETION OF THE WORK.
6. ANY REVISION MADE IN THE APPROVED GRADING AS SHOWN ON THE GRADING PLANS MUST BE SPECIFICALLY APPROVED BY THE CONSULTANTS & CITY ENGINEER.
7. ADJUSTMENT OF ELEVATIONS MADE TO OBTAIN AN EARTHWORK BALANCE SHALL BE MADE AT THE CONTRACTOR'S EXPENSE. NO ADJUSTMENT SHALL BE MADE WITHOUT THE PRIOR APPROVAL OF DESIGN CIVIL ENGINEER. NO FILLS SHALL BE CONSTRUCTED HIGHER THAN 6 INCHES BELOW FINISH GRADE UNTIL ALL FILLS HAVE BEEN BROUGHT TO WITHIN 6 INCHES OF FINISH GRADE. NO FINAL SHALL BE APPROVED UNTIL EARTHWORK BALANCE IS MADE FOR THE ENTIRE SITE AND APPROVED. THE CONTRACTOR SHALL GRADE STREETS TO SUBGRADE BEFORE ADJUSTMENT OF ANY ELEVATIONS.
8. NO WORK SHALL BE ACCOMPLISHED WITHOUT A CITY GRADING PERMIT.
9. NO GRADING SHALL BE STARTED WITHOUT FIRST NOTIFYING THE CITY 48 HOURS IN ADVANCE THAT A PRE-GRADING MEETING AT THE SITE IS REQUIRED BEFORE START OF GRADING WITH THE FOLLOWING PEOPLE PRESENT: OWNER, GRADING CONTRACTOR, DESIGN CIVIL ENGINEER, SOILS ENGINEER, GEOLOGIST, ROAD DEPARTMENT, OR THEIR REPRESENTATIVE. A 48 HOUR NOTICE REQUIRED PRIOR TO START OF GRADING.
10. THE PERMITTEE OR HIS AGENT SHALL NOTIFY THE CITY WHEN THE GRADING OPERATION IS READY FOR EACH OF THE FOLLOWING INSPECTIONS:
    a) INITIAL INSPECTION–WHICH THE PERMITTEE IS READY TO BEGIN WORK BUT NOT LESS THAN TWO DAYS BEFORE ANY GRADING OR BRUSHING IS STARTED.
    b) TOE INSPECTION–AFTER THE NATURAL GROUND OR BEDROCK IS EXPOSED AND PREPARED TO RECEIVE FILL, BUT BEFORE FILL IS PLACED.
    c) EXCAVATION INSPECTION – AFTER THE EXCAVATO IS STARTED, BUT BEFORE THE VERTICAL DEPTH OF THE EXCAVATION EXCEEDS TEN FEET.
    d) FILL INSPECTION–AFTER THE FILL PLACEMENT IS STARTED, BUT BEFORE THE VERTICAL HEIGHT OF THE FILL EXCEEDS TEN FEET.
    e) DRAINAGE DEVICE INSPECTION–AFTER FORMING OF TERRACE DRAINS, DOWN–DRAINS OR AFTER PLACEMENT OF PIPE IN SUBDRAINS, BUT BEFORE ANY CONCRETE IS PLACED OR FILTER MATERIAL.
    f) ROUGH GRADING–WHICH ALL ROUGH GRADING HAS BEEN COMPLETED. THIS INSPECTION MAY BE CALLED FOR AT THE COMPLETION OF ROUGH GRADING WITHOUT THE NECESSITY OF THE BUILDING OFFICIAL HAVING PREVIOUSLY REVIEWED AND APPROVED THE REPORTS.
    g) FINAL–WHEN ALL WORK, INCLUDING INSTALLATION OF ALL DRAINAGE STRUCTURES, AND OTHER PROTECTIVE DEVICES HAVE BEEN COMPLETED AND THE AS–GRADED PLAN, PROFESSIONAL CERTIFICATIONS AND THE REQUIRED REPORTS HAVE BEEN SUBMITTED.
11. CUT SLOPES SHALL BE NO STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL.
12. FILL SLOPES SHALL BE NO STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL AND SHALL HAVE NO LESS THAN 90% COMPACTION OUT TO THE FINISHED SURFACE.
13. FILLS SHALL BE COMPACTED THROUGHOUT TO 90% DENSITY AS DETERMINED BY THE U.B.C. STANDARD NO. 70–1 AND 70–2, AND CERTIFIED BY THE SOILS ENGINEER.
14. AREAS TO RECEIVE FILL SHALL BE PROPERLY PREPARED AND APPROVED BY THE CITY ENGINEER OR HIS REPRESENTATIVE AND SOILS ENGINEER PRIOR TO PLACING OF FILL. ALL TRENCH BACKFILLS SHALL BE TESTED AND CERTIFIED BY THE SITE SOILS ENGINEER PER THE GRADING AND EXCAVATION CODE.
15. ALL TRENCH BACKFILLS SHALL BE TESTED AND CERTIFIED BY THE SITE SOILS ENGINEER PER THE GRADING AND EXCAVATION CODE.
16. NO ROCK OR SIMILAR MATERIAL GREATER THAN 6" IN DIAMETER WILL BE PLACED IN THE FILL UNLESS RECOMMENDATIONS FOR SUCH PLACEMENT HAVE BEEN SUBMITTED BY THE SOILS ENGINEER IN ADVANCE AND APPROVED BY THE BUILDING OFFICIAL.
17. EXISTING UNDERGROUND STRUCTURES: THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CONTRATOR SHALL CONDUCT ITS OWN INVESTIGATION/POTHOLING TO VERIFY THE EXISTING FACILITIES.
18. THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE PERMITTEE.
19. ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION ESPECIALLY DURING STORM CONDITIONS AND APPROVED PROTECTIVE MEASURES, AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING THE GRADING PROJECT. IN ANY CASE THE CONTRACTOR AND/OR DEVELOPER SHALL BE HELD LIABLE FOR ANY DAMAGE DUE TO OBSTRUCTION EXISTING DRAINAGE PATTERNS.
20. TEMPORARY SANITARY FACILITIES SHALL BE MAINTAINED ON THE SITE DURING CONSTRUCTION.
21. DUST SHALL BE CONTROLLED DURING GRADING BY WATERING OR OTHER APPROVED MEASURES.
22. SAFETY RESPONSIBILITY: CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, ENGINEER, AND CITY OF BANNIG HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OF BANNING, THE OWNER, OR THE ENGINEER.
23. ANY UNDERGROUND STRUCTURES SUCH AS CESSPOOLS, SEPTIC TANKS, WELLS, OR PIPES NOT LOCATED PRIOR TO GRADING ARE TO BE REMOVED OR TREATED IN A MANNER PRESCRIBED BY THE SOILS ENGINEER.
24. SUFFICIENT OVER–EXCAVATION SHALL BE PROVIDED WITHIN A PERIMETER OF 5 FEET OUTSIDE OF EACH PROPOSED STRUCTURE IN ORDER TO ASSURE A FULL 5 FEET OF COMPACTED FILL BELOW PROPOSED FINISH GRADE. ALSO, SUFFICIENT OVER–EXCAVATION SHOULD BE PROVIDED IN ORDER TO REMOVE ROOT MAT SYSTEMS PRIOR TO PLACING DESIGN FILL.
25. CARE SHALL BE TAKEN TO PROTECT ALL CONSTRUCTION MONUMENTS AND SURVEY MARKERS. ANY MARKERS REMOVING FROM CARELESS OPERATION SHALL BE RE–SET–CHARGED TO THE CONTRACTOR.
26. THE DESIGN CIVIL ENGINEER SHALL CERTIFY THAT THE GRADES SHOWN ON THE PLANS MEET THE F.E.M.A. REQUIREMENTS AND THE CITY FLOOD PROTECTION ORDINANCE.
27. PRIOR TO FINAL APPROVAL, THE DESIGN CIVIL ENGINEER SHALL CERTIFY TO THE LINE AND GRADE SHOWN ON THE APPROVED GRADING PLAN.

EARTHWORK:

CUT = 500 C.Y.
FILL = 2,500 C.Y.
EXPORT = 2,000 C.Y.
(ESTIMATED QUANTITIES DO NOT INCLUDE OVEREXCAVATION)

NPDES GENERAL NOTES

1. CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM. CONTRACTOR SHALL HAVE ALL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE FOR THE WINTER MONTHS PRIOR TO OCTOBER 1.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE ENGINEERING DEPARTMENT.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
4. CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS OR MAINTENANCE OF BMP AS WELL AS ANY CORRECTIVE CHANGES TO THE BMPS OR EROSION AND SEDIMENT CONTROL PLAN.
5. IN AREAS WHERE SOIL IS EXPOSED, PROMPT REPLANTING WITH NATIVE COMPATIBLE DROUGHT–RESISTANT VEGETATION SHALL BE PERFORMED.
6. THE CONTRACTOR SHALL INSTALL THE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING THE PAVED ROAD MUST CROSS THE STABILIZED CONSTRUCTION ENTRANCE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL REMAIN IN PLACE UNTIL THE ROAD BASE ROCK COURSE IS COMPLETED.
7. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE SWEPT AT THE END OF EACH WORKING DAY OR AS NECESSARY.
8. CONTRACTOR SHALL PLACE AROUND ALL NEW DRAINAGE STRUCTURE OPENINGS IMMEDIATELY AFTER THE STRUCTURE OPENING IS CONSTRUCTED. THESE SHALL BE MAINTAINED AND REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED.
9. CONTRACTOR SHALL IMPLEMENT HOUSEKEEPING PRACTICES AS FOLLOWS:

A. SOLID WASTE MANAGEMENT:
PROVIDE DESIGNATED WASTE COLLECTION AREAS AND CONTAINERS. ARRANGE FOR REGULAR REMOVAL AND DISPOSAL. CLEAR SITE OF TRASH INCLUDING ORGANIC DEBRIS, PACKAGING MATERIALS, SCRAP OR SURPLUS BUILDING MATERIALS AND DOMESTIC WASTE DAILY.

B. MATERIAL DELIVERY AND STORAGE:
PROVIDE A DESIGNATED MATERIAL STORAGE AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. STORE MATERIAL ON PALLETS AND PROVIDE COVERING FOR SOLUBLE MATERIALS. RELOCATE STORAGE AREA INTO BUILDING SHELL WHEN POSSIBLE. INSPECT AREA WEEKLY.

C. CONCRETE WASTE:
PROVIDE A DESIGNATED AREA FOR A TEMPORARY PIT TO BE USED FOR CONCRETE TRUCK WASH–OUT. DISPOSE OF HARDENED CONCRETE OFFSITE. AT NO TIME SHALL A CONCRETE TRUCK DUMP ITS WASTE AND CLEAN ITS TRUCK INTO THE CITY STORM DRAINS VIA CURB AND GUTTER. INSPECT DAILY TO CONTROL RUNOFF AND WEEKLY FOR REMOVAL OF HARDENED CONCRETE.

D. PAINT AND PAINTING SUPPLIES:
PROVIDE INSTRUCTION TO EMPLOYEES AND SUBCONTRACTORS REGARDING REDUCTION OF POLLUTANTS INCLUDING MATERIAL STORAGE, USE, AND CLEAN UP. INSPECT SITE WEEKLY FOR EVIDENCE OF IMPROPER DISPOSAL.

E. VEHICLE FUELING, MAINTENANCE AND CLEANING:
PROVIDE A DESIGNATED FUELING AREA WITH SECONDARY CONTAINMENT. DO NOT ALLOW MOBILE FUELING OF EQUIPMENT. PROVIDE EQUIPMENT WITH DRIP PANS. RESTRICT ONSITE MAINTENANCE AND CLEANING OF EQUIPMENT TO A MINIMUM. INSPECT AREA WEEKLY.

F. HAZARDOUS MATERIALS MANAGEMENT:
PREVENT THE DISCHARGE OF POLLUTANTS FROM HAZARDOUS MATERIALS TO THE DRAINAGE SYSTEM THROUGH PROPER MATERIAL USE, WASTE DISPOSAL AND TRAINING OF EMPLOYEES. HAZARDOUS WASTE PRODUCTS COMMONLY FOUND ON–SITE INCLUDE BUT ARE NOT LIMITED TO PAINTS & SOLVENTS, PETROLEUM PRODUCTS, FERTILIZERS, HERBICIDES & PESTICIDES, SOIL STABILIZATION PRODUCTS, ASPHALT PRODUCTS AND CONCRETE CURING PRODUCTS.

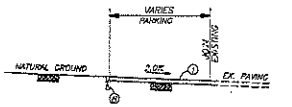
10. IN CASE OF EMERGENCY, CALL CITY ENGINEER'S OFFICE AT (951) 922–3035
11. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON BY THE CONTRACTOR. NECESSARY MATERIALS SHALL BE AVAILABLE ON THE SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EROSION CONTROL DEVICES WHEN RAIN IS IMMINENT.
12. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL OF THE DESIGN CIVIL ENGINEER.
13. ALL REMOVABLE PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5 DAY RAIN PROBABILITY FORECAST EXCEEDS 40% (DURING THE RAINY SEASON)
14. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, SILT FENCES AND SILT BASINS. EACH BASIN SHALL BE REPAIRED DRY.
15. GRADED AREAS AROUND THE PROJECT BOUNDARY MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
16. THE LOCAL GOVERNING AGENCY RESERVES THE RIGHT TO MAKE CHANGES OR MODIFICATIONS TO THESE NOTES AS DEEMED NECESSARY.
17. AREA SHALL BE MAINTAINED IN SUCH A STATE THAT FIRE ACCESS SHALL BE MAINTAINED AT ALL TIMES (INCLUDING THE NEIGHBORING PROPERTIES).
18. GRAVEL BAGS AND SILT FENCES SHALL BE INSTALLED AROUND CATCH BASINS.
19. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING THE EROSION CONTROL MEASURES SHOWN ON THIS PLAN AND ALSO TO PROVIDE ANY ADDITIONAL EROSION CONTROL MEASURES (I.E. GRAVEL BAGGING DIVERSION DITCHES, RETENTION BASINS, ETC.) DICTATED BY FIELD CONDITIONS TO PREVENT EROSION AND/OR THE INTRODUCTION OF DIRT, MUD OR DEBRIS INTO EXISTING PUBLIC STREETS AND/OR ONTO ADJACENT PROPERTIES DURING ANY PHASE OF CONSTRUCTION OPERATIONS.

CONSTRUCTION NOTES:

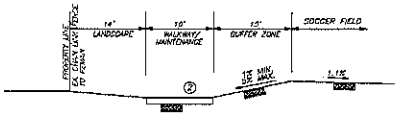
		QUANTITIES
1	CONSTRUCT 3" ASPHALT CONCRETE OVER 4" MISCELLANEOUS BASE	9,730 S.F.
2	CONSTRUCT 4" THICK PCC WALKWAY, WIDTH VARIES	5,400 S.F.
3	CONSTRUCT 6" CURB AND GUTTER PER CITY STANDARD NO. C–200	160 L.F.
4	SAW–CUT, REMOVE AND DISPOSE EXISTING A.C. PAVING, PCC CURB AND PCC GUTTER	L.S.
5	CONSTRUCT HANDICAPPED RAMP PER CITY STD. NO. C–216	2 EACH
6	INSTALL CONCRETE PARKING WHEEL STOPS	71 EACH
7	PAINT PAVEMENT PARKING AND MARKING	L.S.
8	CONSTRUCT 2" X 6" REDWOOD HEADER	L.S.
9	PROTECT EXISTING BACKFLOW PREVENTER VALVE	1 EACH
10	RELOCATE EXISTING POWER POLE	2 EACH

NOTE: ALL TREES WITHIN THE PROPOSED GRADING AREA WILL BE REMOVED AND RELOCATED

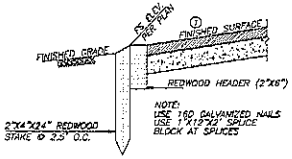
NOTE: ESTIMATED QUANTITIES ARE FOR BONDING PURPOSES ONLY. CONTRACTORS TO CALCULATE THEIR OWN QUANTITIES AND SHALL MAKE NECESSARY ADJUSTMENTS



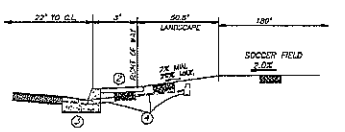
SECTION "C"–"C"
N.T.S.



SECTION "B"–"B"
N.T.S.



REDWOOD HEADER DETAIL
N.T.S.



SECTION "A"–"A"
N.T.S.

LEGEND:

TP = TOP OF PAVEMENT
TC = TOP OF CURB
FL = FLOWLINE ELEVATION
FG = FINISHED GRADE ELEVATION
HP = HIGH POINT ELEVATION
(X) = EXISTING ELEVATION
NG = NATURAL GROUND ELEVATION

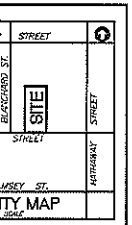
OWNER:
CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA. 92220

TOPOGRAPHY:
AERIAL TOPOGRAPHY PERFORMED BY ANALYTICAL PHOTOGRAMMETRIC SURVEYS, INC.
647 MAIN STREET, STE. 1A, RIVERSIDE, CA. 92501
(951) 686–5103

ENGINEERS NOTICE TO CONTRACTOR:

THE EXISTENCE AND APPROXIMATE LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION NEITHER OF SAID LINES NOR FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK ON EXCAVATION TO DETERMINE EXACT LOCATION OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION OF THESE LINES.

THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) AT 1–800–227–2600 TWO WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY THE PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES, UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY THE U.S.A.



UNDERGROUND SERVICE ALERT
CALL TOLL FREE
1–800
227–2600
TWO WORKING DAYS BEFORE YOU DIG

MARK	REVISIONS	APPR.	DATE

DESIGNED BY: HDP DRAWN BY: CASD CHECKED BY: HDP

SEAL–CITY ENGINEER

CITY OF BANNING
APPROVED BY:

RAMOND OEI, RCE 52652 EXP. 12–31–12
BANNING CITY ENGINEER

DATE:

HP ENGINEERING, INC.
CIVIL ENGINEERING • LAND SURVEYING
1465 CRESTVIEW ROAD, REDLANDS, CA. 92374
Tel. (909) 799–6797 Fax (909) 799–1508

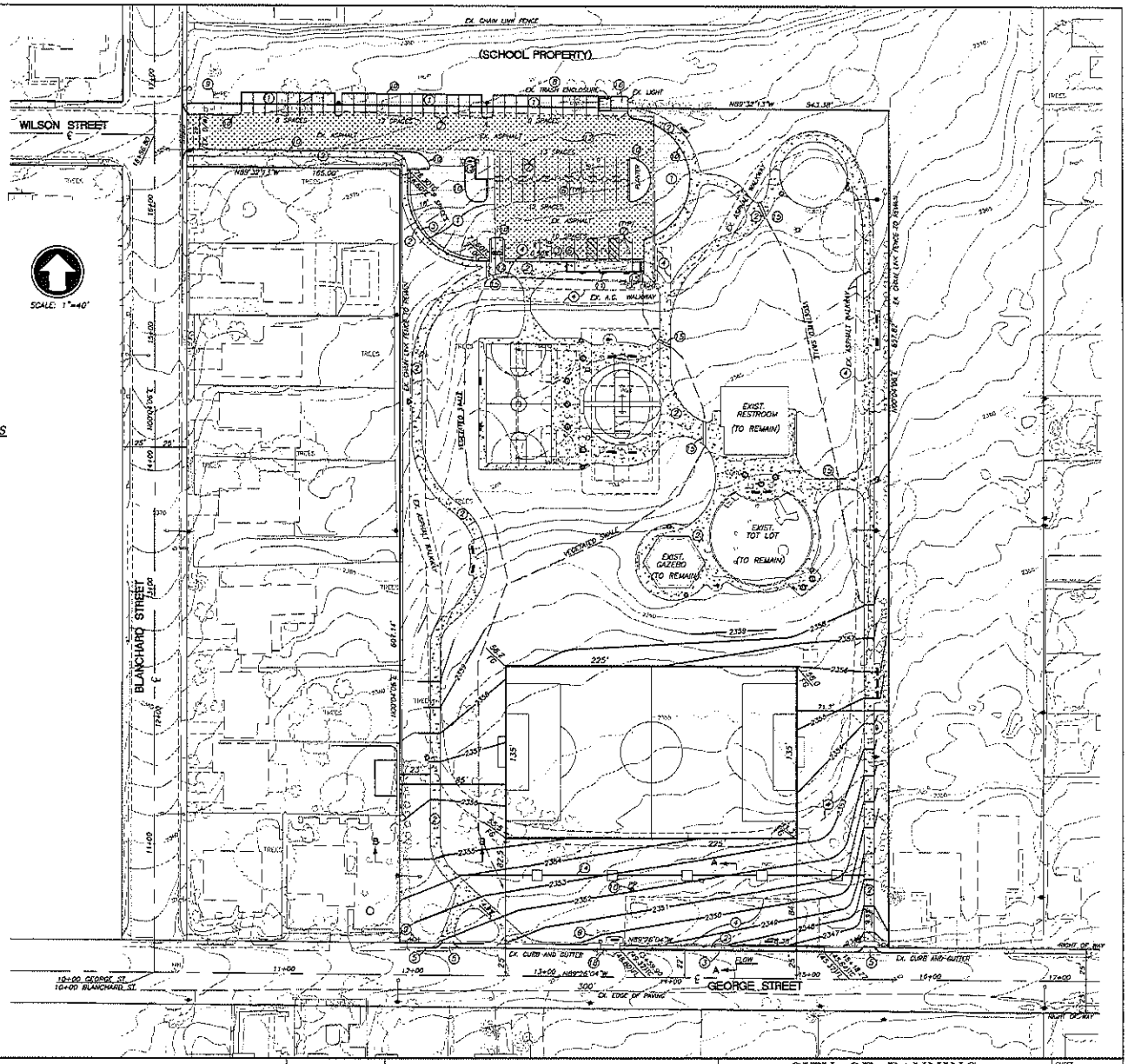
SCALE: 1"=40'
DATE: JUNE 2007

CITY BENCH MARK:
DESCRIPTION: CHISELED "X" ON THE SOUTHWEST CURB RETURN ON THE INTERSECTION OF WILLIAMS AND HARGRAVE STREET
ELEVATION = 2310.66

CITY OF BANNING
GRADING PLAN
ROOSEVELT WILLIAMS PARK
APN: 541–045–14, 15, 16, 17

TOPO: CITY OF BANNING
PLAN No.

SHEET 1 OF 2 SHEETS



CONSTRUCTION NOTES:

		QUANTITIES
(1)	CONSTRUCT 3" ASPHALT CONCRETE OVER 4" MISCELLANEOUS BASE	10,104 S.F.
(2)	CONSTRUCT 4" THICK PCC WALKWAY, WIDTH VARIES, PER LANDSCAPE PLANS	29,745 S.F.
(3)	CONSTRUCT 6" CURB AND GUTTER PER CITY STANDARD NO. C-200	160 L.F.
(4)	SAW-CUT, REMOVE AND DISPOSE EXISTING A.C. PAVING, PCC CURB AND PCC GUTTER	L.S.
(5)	CONSTRUCT MODIFIED COMMERCIAL DRIVEWAY APPROACH PER CITY STD. C-209, W=8', (R=8')	2 EACH
(6)	INSTALL CONCRETE PARKING WHEEL STOPS	71 EACH
(7)	PAINT PAVEMENT PARKING AND MARKING	L.S.
(8)	REMOVE AND DISPOSE EXISTING TRASH ENCLOSURE	L.S.
(9)	PROTECT EXISTING BACKFLOW PREVENTER VALVE	1 EACH
(10)	CONSTRUCT 6" CONCRETE CURB PER CITY STD. NO. C-203	XXX
(11)	INSTALL HANDICAPPED SIGN AND POST PER LANDSCAPE ARCHITECT'S PLAN	3 EACH
(12)	CONSTRUCT A.C. OVERLAY (0.10') MIN.	19,543 S.F.
(13)	INSTALL PARKING LIGHT STANDARD LANDSCAPE ARCHITECT'S PLAN	1 EACH
(14)	CONSTRUCT FENCING PER LANDSCAPE ARCHITECT'S PLAN	314 L.F.
(15)	CONSTRUCT UNDERSIDEWALK DRAIN PER CITY STD. NO.	6 EACH
(16)	TRASH ENCLOSURE PER CITY STANDARD	1 EACH
(17)	INSTALL BIKE RACK PER LANDSCAPE ARCHITECT'S PLAN	1 EACH
(18)	INSTALL STREET LIGHT PER CITY STANDARD	1 EACH

NOTE: ALL TREES WITHIN THE PROPOSED GRADING AREA WILL BE REMOVED PER LANDSCAPE ARCHITECT'S PLAN

UNDERGROUND SERVICE ALERT
CALL TOLL FREE 1-800 227-2600
TWO WORKING DAYS BEFORE YOU DIG

MARK	REVISIONS	APPR.	DATE

DESIGNED BY: HCP DRAWN BY: CADD CHECKED BY: HCP

SEAL-CITY ENGINEER

CITY OF BANNING

APPROVED BY:

RAMOND OEI, RCE 52652 EXP. 12-31-12
BANNING CITY ENGINEER

DATE:

HP ENGINEERING, INC.
CIVIL ENGINEERING • LAND SURVEYING
1465 CRESTVIEW ROAD, REDLANDS, CA. 92374
Tel. (909) 799-6797 Fax (909) 799-1508

SCALE: 1"=40'
DATE: JUNE 2007

CITY BENCH MARK:
DESCRIPTION: CHISELED "X" ON THE SOUTHWEST CURB RETURN ON THE INTERSECTION OF WILLIAMS AND HARGRAVE STREET
ELEVATION = 2310.66

CITY OF BANNING
GRADING PLAN
ROOSEVELT WILLIAMS PARK
APN: 541-045-14, 15, 16, 17

SHEET 2 OF 2 SHEETS

TOB: CITY OF BANNING
PLAN No.

ATTACHMENT 3

EXHIBIT "C" - PROPOSAL EVALUATION SUMMARY

Design of Improvements at Roosevelt Williams Park

Reviewers	V2C Group, Inc.	HC&D Architects	RHA Landscap Architects-Planners, Inc.
Associate Engineer	92	84	70
Community Services Director	96	92	93
Public Works Analyst	85	73	70
Total Score	273	249	233
Average Score	**91.0**	**83.0**	**77.7**

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CITY OF BANNING
PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS
DESIGN IMPROVEMENTS AT ROOSEVELT WILLIAMS PARK

EVALUATION DUE: THURSDAY, JUNE 4, 2015

CONSULTANT: V2C GROUP, INC.

EVALUATOR (PRINT): Ann Marie Loconte, Associate Civil Eng.

EVALUATOR (SIGN): Ann Marie Loconte, P.E.

DATE OF EVALUATION: 6/4/15

EVALUATION CRITERIA

A. PROJECT UNDERSTANDING AND APPROACH (20 Points) 19

1. HAVE ALL ASPECTS OF THE REQUEST FOR PROPOSAL BEEN ADDRESSED IN THE CONSULTANT'S PROPOSAL? (10 POINTS) (9pts) yes, all aspects addressed but took several days to get Fee Schedule
2. WAS A PROJECT SCHEDULE PROVIDED INDICATING KEY PROJECT MILESTONES AND PROJECT ACTIVIES? (10 POINTS) Yes, a schedule shows when major tasks are due with design completed in 5 months. breakdown.

B. TECHNICAL COMPETENCY (20 Points) and 19/17

1. CONSULTANT'S PREVIOUS EXPERIENCE PROVIDING LANDSCAPE, ARCHITECTURE AND ENGINEERING DESIGN SERVICES FOR THE UPGRADE OF PARK FACILITIES INCLUDING TENANT IMPROVEMENTS AND EXPERIENCE IN WQMP AND SWPPP PREPARATION (10 POINTS) (8pts) Civil Engineer did not specify a QSP/QSD on staff, but he is hydraulics expert, so probably okay, lots of park design experience.
2. FIRM'S QUALITY ASSURANCE PROGRAM AND THE PROPOSED APPROACH FOR IMPLEMENTING THE PLAN WITH THIS PROJECT (10 POINTS) (9pts) QA/QC just says internal checks on work is done. However, they provide plan checking services to several govt agencies.

C. QUALIFICATIONS AND PROJECT TEAM (20 Points) 17

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES FAMILIARITY WITH DESIGN SERVICES SIMILAR TO SERVICES REQUESTED? (10 POINTS) (9pts) Miller Architecture, about 20 similar park building ADA projects listed. V2C, see more design than design + CMS.
2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT TEAM IS ADEQUATE FOR THIS PROJECT? (10 POINTS) (8pts) As stated above, did not see a QSD/QSP, but the landscape architect (V2C) & Miller Architecture has lots of relevant park design & T.I. (improvements) experience (RAS + RLAS + P.E.s)

D. RESPONSIVENESS TO RFP (10 Points) 9

1. DID THE CONSULTANT'S PROPOSAL DEMONSTRATE A THOROUGH UNDERSTANING OF THE SCOPE OF WORK AND PROJECT REQUIREMENTS? (5 POINTS) yes, their implementation plan was excellent & well thought out.
2. IS THE QUALITY OF THE CONSULTANT'S RESPONSE TO THE RFP HIGH? (5 POINTS) Overall, very good. They included many parks in list (several dozen) including Master Plans & neighborhood parks. Lost a pt, since Fee breakdown not included.

E. **PROPOSAL FEE / COST (30 Points)** 30

Per the Fee Schedule Rating memo, the Fee of $95,592.00 earns 30pts.

TOTAL POINTS: 92

ADDITIONAL NOTES:

Overall, this is a very good proposal. 3 firms would work on this project: V2C Group (lead - landscape architects in business 23 years); Miller Architecture (architects for restroom, design etc. in business almost 30 years) and Bondaman & Associates (civil engineers for hydrology grading, SWPPP & WQMP, in business almost 75 yrs). V2C Group has worked on several dozen parks with similar scope of work (ADA compliance, playgrounds, soccer and basketball fields, park renovations of restrooms, etc) and numerous projects had construction costs over $1 million. They also designed 2½ miles of Magnolia Ave. and landscape improvements at 6 intersections of SR-60. Miller Architecture has 3 architects on staff & has designed dozens of park and community building renovations. 50% of their work is with building evaluation & renovation. Bonadman has a P.L.S as their president, but no specific park projects listed. However, they appear to be able to do the civil eng. work for this project. This firm had the lowest hourly rates, and thus scored highest in the Fee Proposal section.

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CITY OF BANNING
PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS
DESIGN IMPROVEMENTS AT ROOSEVELT WILLIAMS PARK

EVALUATION DUE: THURSDAY, JUNE 4, 2015

CONSULTANT: VZC GROUP, INC ~~RHA LANDSCAPE ARCHITECTS PLANNERS, INC.~~

EVALUATOR (PRINT): HEIDI MERHAZ

EVALUATOR (SIGN):

DATE OF EVALUATION: 6/3/15

EVALUATION CRITERIA

A. **PROJECT UNDERSTANDING AND APPROACH (20 Points)** 20

1. HAVE ALL ASPECTS OF THE REQUEST FOR PROPOSAL BEEN ADDRESSED IN THE CONSULTANT'S PROPOSAL? (10 POINTS)

2. WAS A PROJECT SCHEDULE PROVIDED INDICATING KEY PROJECT MILESTONES AND PROJECT ACTIVIES? (10 POINTS)

B. **TECHNICAL COMPETENCY (20 Points)** 18

1. CONSULTANT'S PREVIOUS EXPERIENCE PROVIDING LANDSCAPE, ARCHITECTURE AND ENGINEERING DESIGN SERVICES FOR THE UPGRADE OF PARK FACILITIES INCLUDING TENANT IMPROVEMENTS AND EXPERIENCE IN WQMP AND SWPPP PREPARATION (10 POINTS)

2. FIRM'S QUALITY ASSURANCE PROGRAM AND THE PROPOSED APPROACH FOR IMPLEMENTING THE PLAN WITH THIS PROJECT (10 POINTS)

C. **QUALIFICATIONS AND PROJECT TEAM (20 Points)** 20

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES FAMILIARITY WITH DESIGN SERVICES SIMILAR TO SERVICES REQUESTED? (10 POINTS)

2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT TEAM IS ADEQUATE FOR THIS PROJECT? (10 POINTS)

D. **RESPONSIVENESS TO RFP (10 Points)** 9 9 HP

1. DID THE CONSULTANT'S PROPOSAL DEMONSTRATE A THOROUGH UNDERSTANING OF THE SCOPE OF WORK AND PROJECT REQUIREMENTS? (5 POINTS)

2. IS THE QUALITY OF THE CONSULTANT'S RESPONSE TO THE RFP HIGH? (5 POINTS)

E. **PROPOSAL FEE / COST** (30 Points) 29

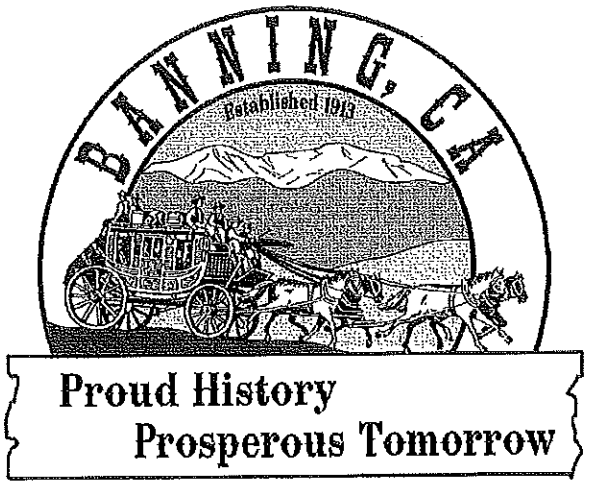
TOTAL POINTS: 106/90

ADDITIONAL NOTES:

COMPANY STATES THEY ARE AWARE OF WATER RESTRICTIONS, BUT DID NOT INCLUDE MANY EXAMPLES

RESUME SHOWS VERY WELL QUALIFIED CANDIDATE

PROPOSAL SUBMITTED 30 MINUTES BEFORE DEADLINE, REFLECTION OF TIME MANAGEMENT?



CITY OF BANNING
PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS
DESIGN IMPROVEMENTS AT ROOSEVELT WILLIAMS PARK

EVALUATION DUE: THURSDAY, JUNE 4, 2015

CONSULTANT: V2C GROUP, INC.

EVALUATOR (PRINT): Holly Stuart, Public Works Analyst

EVALUATOR (SIGN): _____

DATE OF EVALUATION: June 3, 2015

EVALUATION CRITERIA

A. PROJECT UNDERSTANDING AND APPROACH (20 Points) 19

1. HAVE ALL ASPECTS OF THE REQUEST FOR PROPOSAL BEEN ADDRESSED IN THE CONSULTANT'S PROPOSAL? (10 POINTS)

2. WAS A PROJECT SCHEDULE PROVIDED INDICATING KEY PROJECT MILESTONES AND PROJECT ACTIVIES? (10 POINTS)

B. TECHNICAL COMPETENCY (20 Points) 12

1. CONSULTANT'S PREVIOUS EXPERIENCE PROVIDING LANDSCAPE, ARCHITECTURE AND ENGINEERING DESIGN SERVICES FOR THE UPGRADE OF PARK FACILITIES INCLUDING TENANT IMPROVEMENTS AND EXPERIENCE IN WQMP AND SWPPP PREPARATION (10 POINTS)

2. FIRM'S QUALITY ASSURANCE PROGRAM AND THE PROPOSED APPROACH FOR IMPLEMENTING THE PLAN WITH THIS PROJECT (10 POINTS)

C. QUALIFICATIONS AND PROJECT TEAM (20 Points) 17

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES FAMILIARITY WITH DESIGN SERVICES SIMILAR TO SERVICES REQUESTED? (10 POINTS)

2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT TEAM IS ADEQUATE FOR THIS PROJECT? (10 POINTS)

D. RESPONSIVENESS TO RFP (10 Points) 7

1. DID THE CONSULTANT'S PROPOSAL DEMONSTRATE A THOROUGH UNDERSTANDING OF THE SCOPE OF WORK AND PROJECT REQUIREMENTS? (5 POINTS)

2. IS THE QUALITY OF THE CONSULTANT'S RESPONSE TO THE RFP HIGH? (5 POINTS)

E. **PROPOSAL FEE / COST (30 Points)** 30

$95,592

TOTAL POINTS: 85

ADDITIONAL NOTES:

Subs will be Joseph E. Bondiman & Associates, Inc. for civil engineering and Miller Architectural Corporation for architecture. Each team member (sub-consultant) has worked with V2C Group for 10-20 years. Although a further fee proposal breakdown was requested, the Consultant was not responsive and did not provide the information. The Quality Assurance program was addressed in the proposal but was lacking desired substance. A schedule of performance was outline in the proposal only to the design completion portion of the contract and milestones were listed out.

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CITY OF BANNING
PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS
DESIGN OF IMPROVEMENTS AT ROOSEVELT WILLIAMS PARK

EVALUATION DUE: THURSDAY, JUNE 4, 2015

CONSULTANT: HC&D ARCHITECTS

EVALUATOR (PRINT): Ann Marie Loconte, Associate Civil Engineer

EVALUATOR (SIGN): Ann Marie Loconte, P.E.

DATE OF EVALUATION: 6/2/15

EVALUATION CRITERIA

A. PROJECT UNDERSTANDING AND APPROACH (20 Points) 20

1. HAVE ALL ASPECTS OF THE REQUEST FOR PROPOSAL BEEN ADDRESSED IN THE CONSULTANT'S PROPOSAL? (10 POINTS)
Yes, the provided all the required information in great detail.
2. WAS A PROJECT SCHEDULE PROVIDED INDICATING KEY PROJECT MILESTONES AND PROJECT ACTIVIES? (10 POINTS) Yes, An implementation schedule was provided & all activities were listed

B. TECHNICAL COMPETENCY (20 Points) 19

1. CONSULTANT'S PREVIOUS EXPERIENCE PROVIDING LANDSCAPE, ARCHITECTURE AND ENGINEERING DESIGN SERVICES FOR THE UPGRADE OF PARK FACILITIES INCLUDING TENANT IMPROVEMENTS AND EXPERIENCE IN WQMP AND SWPPP PREPARATION (10 POINTS) (9pts) They listed 4 very similar projects, one with retention basin, that showed they are competent.
2. FIRM'S QUALITY ASSURANCE PROGRAM AND THE PROPOSED APPROACH FOR IMPLEMENTING THE PLAN WITH THIS PROJECT (10 POINTS) Very good QA/QC program that emphasized frequent coordination and use of a project FTP website to share project files easily.

C. QUALIFICATIONS AND PROJECT TEAM (20 Points) 20

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES FAMILIARITY WITH DESIGN SERVICES SIMILAR TO SERVICES REQUESTED? (10 POINTS) Yes, the principal in charge is a R.A + contractor, they have another R.A, + R.L.A. + P.E sub consultant.
2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT TEAM IS ADEQUATE FOR THIS PROJECT? (10 POINTS) Yes. The proposed team has the required professional licenses (R.A. R.L.A (who is also a QSP/D) + the civil engineer has his P.E.

D. RESPONSIVENESS TO RFP (10 Points) 9

1. DID THE CONSULTANT'S PROPOSAL DEMONSTRATE A THOROUGH UNDERSTANING OF THE SCOPE OF WORK AND PROJECT REQUIREMENTS? (5 POINTS) Yes the provided good insights on how to incorporate water resistant plantings within BMPs.
2. IS THE QUALITY OF THE CONSULTANT'S RESPONSE TO THE RFP HIGH? (5 POINTS) (4pts) Yes, the quality was very good. I would have liked to have seen more similar projects listed

E. **PROPOSAL FEE / COST** (30 Points) 16

The proposal Fee Schedule is for $110,300.00. Per the Fee Schedule Rating memo, 16 pts. are awarded.

TOTAL POINTS: 84

ADDITIONAL NOTES:

This was a very good proposal that addressed all of the RFP requirements. HC+D Architects has a very qualified team and have been in business 17 years. I like the fact that the 2 licensed architects are also licensed contractors, so they have a Thorough Knowledge of constructability and recent unit material costs. The licensed landscape architect is also a QSP/QSD so BMPs listed in the WQMP will be designed to be drought resistant.

Four similar projects were listed with photos. The other 2 proposals included many more park design or renovation projects. Overall, a very good proposal.

CITY OF BANNING
PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS
DESIGN IMPROVEMENTS AT ROOSEVELT WILLIAMS PARK

EVALUATION DUE: THURSDAY, JUNE 4, 2015

CONSULTANT: HCiD ARCHITECTS ~~RHA LANDSCAPE ARCHITECTS PLANNERS, INC.~~

EVALUATOR (PRINT): Heidi Meraz

EVALUATOR (SIGN): H Meraz

DATE OF EVALUATION: 6/3/15

EVALUATION CRITERIA

A. **PROJECT UNDERSTANDING AND APPROACH (20 Points)** 19

1. HAVE ALL ASPECTS OF THE REQUEST FOR PROPOSAL BEEN ADDRESSED IN THE CONSULTANT'S PROPOSAL? (10 POINTS)

2. WAS A PROJECT SCHEDULE PROVIDED INDICATING KEY PROJECT MILESTONES AND PROJECT ACTIVIES? (10 POINTS)

B. **TECHNICAL COMPETENCY (20 Points)** 19

1. CONSULTANT'S PREVIOUS EXPERIENCE PROVIDING LANDSCAPE, ARCHITECTURE AND ENGINEERING DESIGN SERVICES FOR THE UPGRADE OF PARK FACILITIES INCLUDING TENANT IMPROVEMENTS AND EXPERIENCE IN WQMP AND SWPPP PREPARATION (10 POINTS)

2. FIRM'S QUALITY ASSURANCE PROGRAM AND THE PROPOSED APPROACH FOR IMPLEMENTING THE PLAN WITH THIS PROJECT (10 POINTS)

C. **QUALIFICATIONS AND PROJECT TEAM (20 Points)** 20

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES FAMILIARITY WITH DESIGN SERVICES SIMILAR TO SERVICES REQUESTED? (10 POINTS)

2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT TEAM IS ADEQUATE FOR THIS PROJECT? (10 POINTS)

D. **RESPONSIVENESS TO RFP (10 Points)** 19 9 th

1. DID THE CONSULTANT'S PROPOSAL DEMONSTRATE A THOROUGH UNDERSTANING OF THE SCOPE OF WORK AND PROJECT REQUIREMENTS? (5 POINTS)

2. IS THE QUALITY OF THE CONSULTANT'S RESPONSE TO THE RFP HIGH? (5 POINTS)

E. **PROPOSAL FEE / COST** (30 Points) 25

TOTAL POINTS: 102 92

ADDITIONAL NOTES:

HCID PROVIDED MANY LOCAL (W/IN 15 MILES) PROJECTS THAT DEMONSTRATED FAMILIARITY WITH WATER RESTRICTIONS

PROPOSAL FEELS RUSHED, ALTHOUGH VERY EXPERIENCED

Proud History
Prosperous Tomorrow

CITY OF BANNING
PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS
DESIGN OF IMPROVEMENTS AT ROOSEVELT WILLIAMS PARK

EVALUATION DUE: THURSDAY, JUNE 4, 2015

CONSULTANT: HC&D ARCHITECTS

EVALUATOR (PRINT): Holly Stuart, Public Works Analyst

EVALUATOR (SIGN): _____

DATE OF EVALUATION: June 3, 2015

EVALUATION CRITERIA

A. PROJECT UNDERSTANDING AND APPROACH (20 Points) 18

1. HAVE ALL ASPECTS OF THE REQUEST FOR PROPOSAL BEEN ADDRESSED IN THE CONSULTANT'S PROPOSAL? (10 POINTS)

2. WAS A PROJECT SCHEDULE PROVIDED INDICATING KEY PROJECT MILESTONES AND PROJECT ACTIVIES? (10 POINTS)

B. TECHNICAL COMPETENCY (20 Points) 16

1. CONSULTANT'S PREVIOUS EXPERIENCE PROVIDING LANDSCAPE, ARCHITECTURE AND ENGINEERING DESIGN SERVICES FOR THE UPGRADE OF PARK FACILITIES INCLUDING TENANT IMPROVEMENTS AND EXPERIENCE IN WQMP AND SWPPP PREPARATION (10 POINTS)

2. FIRM'S QUALITY ASSURANCE PROGRAM AND THE PROPOSED APPROACH FOR IMPLEMENTING THE PLAN WITH THIS PROJECT (10 POINTS)

C. QUALIFICATIONS AND PROJECT TEAM (20 Points) 18

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES FAMILIARITY WITH DESIGN SERVICES SIMILAR TO SERVICES REQUESTED? (10 POINTS)

2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT TEAM IS ADEQUATE FOR THIS PROJECT? (10 POINTS)

D. RESPONSIVENESS TO RFP (10 Points) 7

1. DID THE CONSULTANT'S PROPOSAL DEMONSTRATE A THOROUGH UNDERSTANING OF THE SCOPE OF WORK AND PROJECT REQUIREMENTS? (5 POINTS)

2. IS THE QUALITY OF THE CONSULTANT'S RESPONSE TO THE RFP HIGH? (5 POINTS)

E. **PROPOSAL FEE / COST (30 Points)** 14

$110,300

TOTAL POINTS: 73

ADDITIONAL NOTES:

There will be a professional engineer, landscape architect and certified qualified SWPPP staff on the project. The proposal states long standing group and working relation, assuming that includes subs-consultants; however, references and individuals do no link staff to specific project examples that were provided. Consultant appears to be capable of performing the services; however, it would have been beneficial if more park projects examples were provided. There was not a flowchart included displaying project team members or responsibilities. Schedule listed out but only through the design phase.

Proud History
Prosperous Tomorrow

CITY OF BANNING
PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS
DESIGN IMPROVEMENTS AT ROOSEVELT WILLIAMS PARK

EVALUATION DUE: THURSDAY, JUNE 4, 2015

CONSULTANT: RHA LANDSCAPE ARCHITECTS PLANNERS, INC.

EVALUATOR (PRINT): Ann Marie Locante, Associate Civil Engineer

EVALUATOR (SIGN): Ann Marie Locante, P.E.

DATE OF EVALUATION: 6/3/15

EVALUATION CRITERIA

A. PROJECT UNDERSTANDING AND APPROACH (20 Points) 20

1. HAVE ALL ASPECTS OF THE REQUEST FOR PROPOSAL BEEN ADDRESSED IN THE CONSULTANT'S PROPOSAL? (10 POINTS) Yes, the proposal was very detailed and all requirements were met.
2. WAS A PROJECT SCHEDULE PROVIDED INDICATING KEY PROJECT MILESTONES AND PROJECT ACTIVIES? (10 POINTS) Yes, a very detailed (40 task) project schedule with milestones was included.

B. TECHNICAL COMPETENCY (20 Points) 20

1. CONSULTANT'S PREVIOUS EXPERIENCE PROVIDING LANDSCAPE, ARCHITECTURE AND ENGINEERING DESIGN SERVICES FOR THE UPGRADE OF PARK FACILITIES INCLUDING TENANT IMPROVEMENTS AND EXPERIENCE IN WQMP AND SWPPP PREPARATION (10 POINTS) Yes, recent projects included fields, drought tolerant plants, restroom building, parking lots + grading.
2. FIRM'S QUALITY ASSURANCE PROGRAM AND THE PROPOSED APPROACH FOR IMPLEMENTING THE PLAN WITH THIS PROJECT (10 POINTS) Excellent QA/QC program that included a checklist of about 40 items, very impressive.

C. QUALIFICATIONS AND PROJECT TEAM (20 Points) 20

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES FAMILIARITY WITH DESIGN SERVICES SIMILAR TO SERVICES REQUESTED? (10 POINTS) Yes, typically 3-4 large park projects similar and more amplicated are done each year. 35 yrs in business.
2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT TEAM IS ADEQUATE FOR THIS PROJECT? (10 POINTS) Yes, RHA has 4 licensed landscape architects + will be the lead, Webb will do the Civil eng (drainge, grades) and Crane will do the architecture (restroom).

D. RESPONSIVENESS TO RFP (10 Points) 10

1. DID THE CONSULTANT'S PROPOSAL DEMONSTRATE A THOROUGH UNDERSTANING OF THE SCOPE OF WORK AND PROJECT REQUIREMENTS? (5 POINTS) Yes, the spelled out in great detail the Scope of Work + deliverables + what tasks each consultant will do.
2. IS THE QUALITY OF THE CONSULTANT'S RESPONSE TO THE RFP HIGH? (5 POINTS) Yes, this was the best proposal, 5 recent similar ~~pages~~ projects with descriptions listed, along with 100 other parks RHA has designed.

E. **PROPOSAL FEE / COST (30 Points)** 0

Per the Fee Schedule Rating memo, 0 pts are awarded since the proposal costs are $127,295.00. They suggested a Topo Survey, Boundary Survey, & geotechnical ($13,325 more)

TOTAL POINTS: 70

ADDITIONAL NOTES:

RHA has the most extensive experience of the proposals submitted. They have been in business over 35 years and have completed over 100 park design projects. Many of their recent projects have been for large projects with construction costs over $1,000,000.00, so I feel very confident that they would do a very good job. They designed the original Roosevelt Williams Park improvement plans & thus are very familiar with the project. The 3 firms on the team are all experienced & reputable. The projects they design that are constructed have <1% Change Order costs due to design errors/omissions & have received numerous design awards.

This was the best proposal submitted, but was ranked the lowest solely due to the design costs. If cost was not a factor, I would strongly encourage using RHA for this project.

CITY OF BANNING
PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS
DESIGN IMPROVEMENTS AT ROOSEVELT WILLIAMS PARK

EVALUATION DUE: THURSDAY, JUNE 4, 2015

CONSULTANT: RHA LANDSCAPE ARCHITECTS PLANNERS, INC.

EVALUATOR (PRINT): Heidi Meraz

EVALUATOR (SIGN): H Meraz

DATE OF EVALUATION: 6/3/15

EVALUATION CRITERIA

A. **PROJECT UNDERSTANDING AND APPROACH (20 Points)** 20

1. HAVE ALL ASPECTS OF THE REQUEST FOR PROPOSAL BEEN ADDRESSED IN THE CONSULTANT'S PROPOSAL? (10 POINTS)

2. WAS A PROJECT SCHEDULE PROVIDED INDICATING KEY PROJECT MILESTONES AND PROJECT ACTIVIES? (10 POINTS)

B. **TECHNICAL COMPETENCY (20 Points)** 20

1. CONSULTANT'S PREVIOUS EXPERIENCE PROVIDING LANDSCAPE, ARCHITECTURE AND ENGINEERING DESIGN SERVICES FOR THE UPGRADE OF PARK FACILITIES INCLUDING TENANT IMPROVEMENTS AND EXPERIENCE IN WQMP AND SWPPP PREPARATION (10 POINTS)

2. FIRM'S QUALITY ASSURANCE PROGRAM AND THE PROPOSED APPROACH FOR IMPLEMENTING THE PLAN WITH THIS PROJECT (10 POINTS)

C. **QUALIFICATIONS AND PROJECT TEAM (20 Points)** 20

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES FAMILIARITY WITH DESIGN SERVICES SIMILAR TO SERVICES REQUESTED? (10 POINTS)

2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT TEAM IS ADEQUATE FOR THIS PROJECT? (10 POINTS)

D. **RESPONSIVENESS TO RFP (10 Points)** 20 10 Hz

1. DID THE CONSULTANT'S PROPOSAL DEMONSTRATE A THOROUGH UNDERSTANING OF THE SCOPE OF WORK AND PROJECT REQUIREMENTS? (5 POINTS)

2. IS THE QUALITY OF THE CONSULTANT'S RESPONSE TO THE RFP HIGH? (5 POINTS)

E. **PROPOSAL FEE / COST (30 Points)** 23

TOTAL POINTS: 103 93 HZ

ADDITIONAL NOTES:

PROPOSAL WAS VERY WELL PUT TOGETHER, BEST OF 3

EVERYTHING WAS TO A "T" BEST QUALIFIED

MANY LOCAL PROJECTS DEMONSTRATING WATER RESTRICTION AWARENESS INCLUDING OUR OWN ROOSEVELT WILLIAMS PARK

Proud History
Prosperous Tomorrow

CITY OF BANNING
PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS
DESIGN IMPROVEMENTS AT ROOSEVELT WILLIAMS PARK

EVALUATION DUE: THURSDAY, JUNE 4, 2015

CONSULTANT: RHA LANDSCAPE ARCHITECTS PLANNERS, INC.

EVALUATOR (PRINT): Holly Stuart, Public Works Analyst

EVALUATOR (SIGN): _____

DATE OF EVALUATION: June 3, 2015

EVALUATION CRITERIA

A. PROJECT UNDERSTANDING AND APPROACH (20 Points) 20

1. HAVE ALL ASPECTS OF THE REQUEST FOR PROPOSAL BEEN ADDRESSED IN THE CONSULTANT'S PROPOSAL? (10 POINTS)

2. WAS A PROJECT SCHEDULE PROVIDED INDICATING KEY PROJECT MILESTONES AND PROJECT ACTIVIES? (10 POINTS)

B. TECHNICAL COMPETENCY (20 Points) 20

1. CONSULTANT'S PREVIOUS EXPERIENCE PROVIDING LANDSCAPE, ARCHITECTURE AND ENGINEERING DESIGN SERVICES FOR THE UPGRADE OF PARK FACILITIES INCLUDING TENANT IMPROVEMENTS AND EXPERIENCE IN WQMP AND SWPPP PREPARATION (10 POINTS)

2. FIRM'S QUALITY ASSURANCE PROGRAM AND THE PROPOSED APPROACH FOR IMPLEMENTING THE PLAN WITH THIS PROJECT (10 POINTS)

C. QUALIFICATIONS AND PROJECT TEAM (20 Points) 20

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES FAMILIARITY WITH DESIGN SERVICES SIMILAR TO SERVICES REQUESTED? (10 POINTS)

2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT TEAM IS ADEQUATE FOR THIS PROJECT? (10 POINTS)

D. RESPONSIVENESS TO RFP (10 Points) 10

1. DID THE CONSULTANT'S PROPOSAL DEMONSTRATE A THOROUGH UNDERSTANDING OF THE SCOPE OF WORK AND PROJECT REQUIREMENTS? (5 POINTS)

2. IS THE QUALITY OF THE CONSULTANT'S RESPONSE TO THE RFP HIGH? (5 POINTS)

E. **PROPOSAL FEE / COST (30 Points)** 0

$127,295 + 13,325 additional suggested options

TOTAL POINTS: 70

ADDITIONAL NOTES:

The Consultant prepared plans for this project several years ago, according to the proposal, and is familiar with the project needs. The company has received various awards for their work. Typically, change orders for past projects are less than 1%. The principal-in-charge reviews plans and a second review is performed by another principal or senior planner. The company is committed to responding to and providing project resolutions within 48 hours of notification. The company strives to keep construction cost accurate by keeping up to date with industry standards and has been successful in maintaining accuracy. The consultant bids 3-4 projects per year. Provided an extensive list of park projects previously performed. Recommended as additional services Topographic and Boundary Survey, as well as, Geotechnical Investigation report.

ATTACHMENT 4

EXHIBIT "D" - V2C GROUP, INC.
FEE SCHEDULE

PROJECT MANAGEMENT & LANDSCAPE ARCHITECTURE

V2C GROUP, INC.
3410 La Sierra Avenue, #F372
Riverside, CA 92503

FEE SCHEDULE – HOURLY RATES

Project Hourly Rates

Landscape Architect / Planner	(LA)	$ 90.00
Designer	(D)	$ 70.00

The following hourly rates shall apply for additional services requested and approved in writing.

Principal	(PR)	$ 95.00
Landscape Architect / Planner	(LA)	$ 90.00
Designer	(D)	$ 70.00
Auto Cad Draftsperson	(AD)	$ 70.00
Construction Administrator	(CA)	$ 80.00
Landscape Inspector	(LI)	$ 70.00
Clerical	(C)	$ 40.00

REIMBURSABLE EXPENSES
Out of pocket expenses (sub-consultants, plotting, blueprinting, reproduction, and printing) will be invoiced at cost plus 10%.

CIVIL ENGINEERING

Joseph E. Bonadiman & Associates, Inc.
234 North Arrowhead Avenue
San Bernardino, CA 92408

FEE SCHEDULE – HOURLY RATES

Project Hourly Rates

Project Manager	(PM)	$ 180.00
Project Engineer	(PE)	$ 160.00
Senior Surveyor	(SS)	$ 140.00
Junior Surveyor	(JS)	$ 90.00
Drafting	(D)	$ 70.00
2-Man Survey Crew	(SC)	$ 245.00

The following hourly rates shall apply for additional services requested and approved in writing.

Project Manager	(PM)	$ 180.00
Project Engineer	(PE)	$ 160.00
Senior Surveyor	(SS)	$ 140.00
Junior Surveyor	(JS)	$ 90.00
Drafting	(D)	$ 70.00
2-Man Survey Crew	(SC)	$ 245.00

ARCHITECTURE

Miller Architectural Corporation
1177 Idaho Street, Suite 200
Redlands, CA 92374

FEE SCHEDULE – HOURLY RATES

Project Hourly Rates

Senior Project Manager	(SP)	$ 116.00
Intermediate Technician	(IT)	$ 72.00
Junior Technician	(JT)	$ 64.00
Secretarial / Clerical	(SC)	$ 50.00

The following hourly rates shall apply for additional services requested and approved in writing.

Senior Principal	(SP)	$ 185.00
Architect Principal	(AP)	$ 152.00
Interior Principal	(IP)	$ 124.00
Associate Architect	(AA)	$ 130.00
Senior Project Manager	(SP)	$ 116.00
Project Manager	(PM)	$ 105.00
Senior Technician	(ST)	$ 90.00
Intermediate Technician	(IT)	$ 72.00
Junior Technician	(JT)	$ 64.00
Administrative Assistant	(AA)	$ 72.00
Secretarial / Clerical	(SC)	$ 50.00

FEE SCHEDULE SUMMARY

V2C Group proposes the following fee schedule per the scope of work section of this proposal.

Engineering / Survey Design Services

A. Project Administration and Coordination $ 7,952

1. Kick-off Meeting
   V2C Group, Inc.
   6 @ $ 90.00 (LA) = $ 540.00
   Joseph E. Bonadiman & Associates, Inc. ($ -)
   Miller Architectural Corporation ($ -)
2. Project Milestone / Monthly Meetings
   V2C Group, Inc.
   24 @ $ 90.00 (LA) = $ 2,160.00
   Joseph E. Bonadiman & Associates, Inc. ($ 3,820.00)
   10 @ $ 180.00 (PM) = $ 1,800.00
   8 @ $ 160.00 (PE) = $ 1,280.00
   4 @ $ 140.00 (SS) = $ 560.00
   2 @ $ 90.00 (JS) = $ 180.00
   Miller Architectural Corporation ($ 954.00)
   4.5 @ $ 116.00 (SP) = $ 522.00
   6 @ $ 72.00 (IT) = $ 432.00
3. Reimbursable Expenses
   $ 4,774.00 x .10 (10%) = $ 478.00

B. Utility Documentation and Research $ 2,516

1. Utility Research
   V2C Group, Inc.
   4 @ $ 90.00 (LA) = $ 360.00
   Joseph E. Bonadiman & Associates, Inc. ($ 1,875)
   4 @ $ 160.00 (PE) = $ 640.00
   4 @ $ 140.00 (SS) = $ 560.00
   2 @ $ 90.00 (JS) = $ 180.00
   6 @ $ 70.00 (D) = $ 420.00
   Reimbursable Expenses = $ 75.00
   Miller Architectural Corporation ($ 85.00)
   Reimbursable Expenses = $ 85.00
2. Reimbursable Expenses
   $ 1,960.00 x .10 (10%) = $ 196.00

C. Potholing $ 3,370

   V2C Group, Inc.
   2 @ $ 90.00 (LA) = $ 180.00
   Joseph E. Bonadiman & Associates, Inc. ($ 2,900.00)
   2 @ $ 160.00 (PE) = $ 320.00
   2 @ $ 70.00 (D) = $ 140.00
   4 @ $ 245.00 (SC) = $ 980.00
   Reimbursable Expenses = $ 1,460.00
   Miller Architectural Corporation ($ -)
1. Reimbursable Expenses
   $ 2,900.00 x .10 (10%) = $ 290.00

D. Conceptual Design with Updated Requirements and Drainage Study (50% Design) $ 25,303

V2C Group, Inc.
Site Improvement Plans

6	@ $ 90.00	(LA)	= $	540.00
62	@ $ 70.00	(D)	= $	4,340.00

Joseph E. Bonadiman & Associates, Inc. ($ 9,800.00) ($ 5,320.00)
Hydrology Study

2	@ $ 180.00	(PM)	= $	360.00
40	@ $ 160.00	(PE)	= $	6,400.00
8	@ $ 140.00	(SS)	= $	1,120.00
12	@ $ 90.00	(JS)	= $	1,080.00
12	@ $ 70.00	(D)	= $	840.00

Grading Plans

1	@ $ 180.00	(PM)	= $	180.00
22	@ $ 160.00	(PE)	= $	3,520.00
4	@ $ 140.00	(SS)	= $	560.00
4	@ $ 90.00	(JS)	= $	360.00
10	@ $ 70.00	(D)	= $	700.00

Miller Architectural Corporation ($ 3,446.00)

18	@ $ 116.00	(SP)	= $	2,088.00
15	@ $ 72.00	(IT)	= $	1,080.00
2	@ $ 64.00	(JT)	= $	128.00
3	@ $ 50.00	(SC)	= $	150.00

1. Reimbursable Expenses
$ 18,566.00 x .10 (10%) = $ 1,857.00

E. Preliminary Design (75% Design) and WQMP $ 11,251

V2C Group, Inc.
Site Improvement Plans

3	@ $ 90.00	(LA)	= $	270.00
31	@ $ 70.00	(D)	= $	2,170.00

Joseph E. Bonadiman & Associates, Inc. ($ 3,390.00) ($ 2,750.00)
WQMP

1	@ $ 160.00	(PE)	= $	160.00
6	@ $ 140.00	(SS)	= $	840.00
18	@ $ 90.00	(JS)	= $	1,620.00
11	@ $ 70.00	(D)	= $	770.00

Grading Plans

1	@ $ 180.00	(PM)	= $	180.00
11	@ $ 160.00	(PE)	= $	1,760.00
2	@ $ 140.00	(SS)	= $	280.00
2	@ $ 90.00	(JS)	= $	180.00
5	@ $ 70.00	(D)	= $	350.00

Miller Architectural Corporation ($ 1,870.00)

7.5	@ $ 116.00	(SP)	= $	870.00
13	@ $ 72.00	(IT)	= $	936.00
1	@ $ 64.00	(JT)	= $	64.00

1. Reimbursable Expenses
$ 8,010.00 x .10 (10%) = $ 801.00

F. Detailed Design (90% Design) $ 9,874

V2C Group, Inc.
Site Improvement Plans

2	@ $ 90.00	(LA)	= $	180.00
18	@ $ 70.00	(D)	= $	1,260.00

Specifications

16	@ $ 90.00	(LA)	= $	1,440.00

Estimate

12	@ $ 70.00	(D)	= $	840.00

Joseph E. Bonadiman & Associates, Inc. ($ 2,900.00) ($ 1,560.00)
SWPPP

1	@ $ 180.00	(PM)	= $	180.00
2	@ $ 160.00	(PE)	= $	320.00
8	@ $ 140.00	(SS)	= $	1,120.00
8	@ $ 90.00	(JS)	= $	720.00
8	@ $ 70.00	(D)	= $	560.00

Grading Plans

7	@ $ 160.00	(PE)	= $	1,120.00
1	@ $ 140.00	(SS)	= $	140.00
1	@ $ 90.00	(JS)	= $	90.00
3	@ $ 70.00	(D)	= $	210.00

Miller Architectural Corporation ($ 1,134.00)

5	@ $ 116.00	(SP)	= $	580.00
7	@ $ 72.00	(IT)	= $	504.00
1	@ $ 50.00	(SC)	= $	50.00

1. Reimbursable Expenses
$ 5,594.00 x .10 (10%) = $ 560.00

G. Final PS & E (100% Design) $ 2,859

V2C Group, Inc.
Site Improvement Plans

1	@ $ 90.00	(LA)	= $	90.00
13	@ $ 70.00	(D)	= $	910.00

Joseph E. Bonadiman & Associates, Inc. ($ 1,170.00)
Grading Plans

5	@ $ 160.00	(PE)	= $	800.00
1	@ $ 140.00	(SS)	= $	140.00
1	@ $ 90.00	(JS)	= $	90.00
2	@ $ 70.00	(D)	= $	140.00

Miller Architectural Corporation ($ 520.00)

2	@ $ 116.00	(SP)	= $	232.00
4	@ $ 72.00	(IT)	= $	288.00

1. Reimbursable Expenses
$ 1,690.00 x .10 (10%) = $ 169.00

H. Bid Phase Assistance $ 3,657

V2C Group, Inc.

12	@ $ 90.00	(LA)	= $	1,080.00

Joseph E. Bonadiman & Associates, Inc. ($ 1,880.00)

1	@ $ 180.00	(PM)	= $	180.00
6	@ $ 160.00	(PE)	= $	960.00
2	@ $ 140.00	(SS)	= $	280.00
2	@ $ 90.00	(JS)	= $	180.00
4	@ $ 70.00	(D)	= $	280.00

Miller Architectural Corporation ($ 462.00)

3	@ $ 116.00	(SP)	= $	348.00
1	@ $ 64.00	(JT)	= $	64.00
1	@ $ 50.00	(SC)	= $	50.00

1. Reimbursable Expenses
$ 2,342.00 x .10 (10%) = $ 235.00

I. Construction Surveying and Staking, $ 11,954
Pre-Construction Meeting

V2C Group, Inc.

12	@ $ 90.00	(LA)	= $	1,080.00

Joseph E. Bonadiman & Associates, Inc. ($ 9,885.00)

1	@ $ 160.00	(PE)	= $	160.00
2	@ $ 140.00	(SS)	= $	280.00
12	@ $ 90.00	(JS)	= $	1,080.00
4	@ $ 70.00	(D)	= $	280.00
33	@ $ 245.00	(SC)	= $	8,085.00

Miller Architectural Corporation ($ -)

1. Reimbursable Expenses
$ 9,885.00 x .10 (10%) = $ 989.00

J. Construction Phase Assistance $ 10,689

V2C Group, Inc.

106	@ $ 90.00	(LA)	= $	9,540.00

Joseph E. Bonadiman & Associates, Inc. ($ -)

Miller Architectural Corporation ($ 1,044.00)

9	@ $ 116.00	(SP)	= $	1,044.00

1. Reimbursable Expenses
$ 1,044.00 x .10 (10%) = $ 105.00

K.	As-Built Preparation				$ 4,167
	V2C Group, Inc.				
	16	@ $ 70.00	(D)	= $ 1,120.00	
	Joseph E. Bonadiman & Associates, Inc. ($ 1,830.00)				
	1	@ $ 180.00	(PM)	= $ 180.00	
	1	@ $ 160.00	(PE)	= $ 160.00	
	1	@ $ 140.00	(SS)	= $ 140.00	
	1	@ $ 90.00	(JS)	= $ 90.00	
	4	@ $ 70.00	(D)	= $ 280.00	
	4	@ $ 245.00	(SC)	= $ 980.00	
	Miller Architectural Corporation ($ 940.00)				
	6	@ $ 116.00	(SP)	= $ 696.00	
	2	@ $ 72.00	(IT)	= $ 144.00	
	2	@ $ 50.00	(SC)	= $ 100.00	
1.	Reimbursable Expenses				
	$ 2,770.00 x .10 (10%)			= $ 277.00	

TOTAL $ 93,592
Plus Reimbursable Expenses

ESTIMATED REIMBURSABLE EXPENSES $ 2,000
Printing expenses for listed plan submittals.

TOTAL – NOT TO EXCEED $ 95,592

REIMBURSABLE EXPENSES
Out of pocket expenses (sub-consultants, plotting, blueprinting, reproduction, and printing) will be invoiced at cost plus 10%.

INVOICING
Invoicing shall be done monthly as work is completed, by percentage of completion, plus reimbursable expenses.

CITY COUNCIL MEETING

DATE: **June 23, 2015**

TO: **City Council**

FROM: **Brian Guillot, Acting Community Development Director**

SUBJECT: **Consideration of Contract Services Agreement for Building & Safety Services**

RECOMMENDATION:

That the City Council:

I. Adopt Resolution No. 2015-60 (Attachment 1) approving a Contract Services Agreement with Charles Abbott Associates, Inc. to provide Building & Safety Services; and

II. Authorize the Interim City Manager to execute the Contract Services Agreement with Charles Abbott Associates, Inc. in the form that is approved by the City Attorney (Attachment 2).

Budget and Finance Committee
On June 15, 2015, the City's Budget and Finance Committee reviewed the proposals and forwarded a recommendation that the City Council approve the Contract Services Agreement with Charles Abbott Associates, Inc. for Building & Safety Services.

JUSTIFICATION:

On July 13, 2011, the City Council approved a Contract Services Agreement with Willdan to provide Building & Safety Services for a one (1) year period. Subsequently, on June 12, 2012, the City Council adopted Resolution No. 2012-44 amending the Contract Services Agreement to continue the services of Willdan for an additional three (3) year period until June 30, 2015. As a result, Willdan has provided Building & Safety Services for a four (4) year period. Pursuant to Section 3.24.070(A)(7) (Formal Bid Procedures) of the Banning Municipal Code, *"no professional service contract shall extend for a period of more than five years, including any authorized extensions."* Therefore, the City may desire to consider a new Contract Services Agreement so that the City may maintain its Building & Safety functions. By soliciting proposals at this time, the City can ensure the most efficient and cost effective level of service.

BACKGROUND:

On March 30, 2015, the Community Development Department released a Request for Proposals (Attachment 3) seeking a professional consulting firm to provide Building & Safety Services to the City in the following areas: Building Official Administrative Services; Public Counter Assistance; Building Permit Plan Checking; Building Inspection Services; and, Building

Abatement. The Request for Proposals was posted on the City's website and was published in the Record Gazette on April 3, 2015 (Attachment 4).
On April 30, 2015, submittal deadline, the Community Development Department received seven (7) responses to the Request for Proposals from the following consulting firms (Attachment 6):

Consultant	Location
Bureau Veritas North America, Inc.	Costa Mesa, CA
Charles Abbott Associates, Inc.	Mission Viejo, CA
CSG Consultants, Inc.	Santa Ana, CA
HR Green	Orange, CA
Interwest Consulting Group	Palm Springs, CA
JAS Pacific	Upland, CA
Willdan	San Bernardino, CA

On May 13, 2015, the Community Development Department, represented by an independent committee of three (3) persons, conducted interviews with five (5) of the seven (7) consulting firms. The consulting firms Bureau Veritas North America and JAS Pacific declined to participate in the interview process and, therefore, have been eliminated from consideration of the evaluation process. The rating categories/criteria included: 1) team qualifications; 2) capabilities of the consulting firm; 3) understanding and approach; and, 4) controls of oversight. The following table provides a summary of the interview ratings.

Firm Name	Rater #1	Rater #2	Rater #3	Total
(1) Charles Abbott Associates, Inc.	395	450	410	1,255
(2) Willdan	335	315	340	990
(3) CSG Consultants, Inc.	360	325	295	980
(4) Interwest Consulting Group	335	260	360	955
(5) HR Green	225	180	360	660

Charles Abbott Associates scored the highest at 1,255 total points, with an average rating of 418 points. Charles Abbott Associates also received the highest rating from all three (3) interview raters (Attachment 5). Upon a thorough evaluation of the proposals, staff concurs that Charles Abbott Associates demonstrates the highest level of professional expertise and experience for these services.

As part of their respective proposals, the consulting firms were requested to provide a proposed fee for the provision of the requested Building & Safety Services. The following table provides a summary of the proposed rates.

Consultant	Hourly Rates	Percentage
Charles Abbott Associates, Inc.		
Building Official	N/A	65% for First $15,000 of Monthly Fees Collected by City.
Building Permit Plan Checking	N/A	
Building Inspection	N/A	
Public Counter Assistance	N/A	55% for Amounts Over $15,001 of Monthly Fees Collected by City.

CSG Consultants, Inc.		
Building Official	$110	75% of Monthly Fees Collected by City.
Building Permit Plan Checking	N/A	
Building Inspection	$75	
Public Counter Assistance	$55	
HR Green		
Building Official	$135	Unresponsive Fee Proposal, Requires Costs.
Building Permit Plan Checking	$95-$150	
Building Inspection	$90-$110	
Public Counter Assistance	$75	
Interwest Consulting Group		
Building Official	N/A	75% of Monthly Fees Collected by City.
Building Permit Plan Checking	N/A	
Building Inspection	N/A	
Public Counter Assistance	$55	
Willdan		
Building Official	N/A	75% of Monthly Fees Collected by City.
Building Permit Plan Checking	N/A	
Building Inspection	N/A	
Public Counter Assistance	$59.00	

The following table provides a sample summary of fees based upon a six (6) month sampling of the monthly fees collected by the City from September 2014 through February 2015, which was included in the City's Request for Proposals.

EXAMPLE OF BILLINGS PREVIOUS SIX (6) MONTH'S RECEIPTS			
Consultant	**Projected Fee**	**Fees Collected**	**City Revenue**
Charles Abbott Associates, Inc.			
September 2014	$11,048 @ 55%	$20,088	
October 2014	$9,540 @ 55%	$17,346	
November 2014	$3,979 @ 65%	$6,122	
December 2014	$14,915 @ 55%	$27,118	
January 2015	$5,583 @ 65%	$8,589	
February 2015	$8,005 @ 65%	$12,316	
	$53,070	**$91,579**	**$38,509**
CSG Consultants, Inc.			
September 2014	$15,066 @ 75%	$20,088	
October 2014	$13,010 @ 75%	$17,346	
November 2014	$4,592 @ 75%	$6,122	
December 2014	$20,339 @ 75%	$27,118	
January 2015	$6,442 @ 75%	$8,589	
February 2015	$9,237 @ 75%	$12,316	
	$68,686*	**$91,579**	**$22,893***
	*additional hourly rates for Building Official, Building Inspector and Public Counter Assistance		*less additional hourly rates for Building Official, Building Inspector and Public Counter Assistance

HR Green September 2014 October 2014 November 2014 December 2014 January 2015 February 2015	Unresponsive Fee Proposal, Requires Costs.	$20,088 $17,346 $6,122 $27,118 $8,589 $12,316 **$91,579**	Unresponsive Fee Proposal, Requires Costs.
Interwest Consulting Group September 2014 October 2014 November 2014 December 2014 January 2015 February 2015	$15,066 @ 75% $13,010 @ 75% $4,592 @ 75% $20,339 @ 75% $6,442 @ 75% $9,237 @ 75% **$68,686*** *additional hourly rate of $55 for Public Counter Assistance	$20,088 $17,346 $6,122 $27,118 $8,589 $12,316 **$91,579**	**$22,893*** *less additional hourly rate of $55 for Public Counter Assistance
Willdan September 2014 October 2014 November 2014 December 2014 January 2015 February 2015	$15,066 @ 75% $13,010 @ 75% $4,592 @ 75% $20,339 @ 75% $6,442 @ 75% $9,237 @ 75% **$68,686*** *additional hourly rate of $59 for Public Counter Assistance	$20,088 $17,346 $6,122 $27,118 $8,589 $12,316 **$91,579**	**$22,893*** *less additional hourly rate of $59 for Public Counter Assistance

Charles Abbott Associates who scored the highest evaluation rating also submitted the lowest proposed fee for the provision of the requested Building & Safety Services. The consulting firms of CSG Consultants, Interwest Consulting Group, and Willdan were equal in terms collecting a percentage (75%) of the fees collected by the City; however, these three (3) consulting firms had additional hourly rates. HR Green did not provide a proposed fee structure.

Upon a thorough evaluation of the proposals in terms of experience and expertise in correlation with the respective fees, staff concluded that Charles Abbott Associates has submitted the highest qualified team with a competitive fee for the provision of the requested Building & Safety Services.

The following table provides a summary of the cumulative scoring.

Firm Name	Rating Ranking	Fee Ranking	Total Score
Charles Abbott Associates, Inc.	1	1	2
Willdan	2	2	4
Interwest Consulting Group	4	3	7
CSG Consultants, Inc.	3	4	7
HR Green	5	5	10

FISCAL DATA:

Funding for the Building & Safety Services is already included within the Fiscal Year 2016 Budget. Pursuant to the terms of the Contract Services Agreement, Charles Abbott Associates, Inc. will collect a fee of 65% of the fees paid for the first $15,000, 55% of the fees paid in the amounts from $15,001 to $30,000, and 50% of the fees paid in the amounts over $30,001.

CONCLUSION:

The City's Budget and Finance Committee has forwarded a recommendation to the City Council for the approval of a Contract Services Agreement with Charles Abbott Associates, Inc. of Mission Viejo, California to provide the requested Building & Safety Services.

PREPARED BY:

Oliver Mujica
Contract Planner

RECOMMENDED BY:

Brian Guillot
Acting Community Development Director

APPROVED BY:

Dean Martin
Interim City Manager
Interim Administrative Services Director

Attachments:

1. City Council Resolution No. 2015-60
2. Contract Services Agreement between the City of Banning and Charles Abbott Associates, Inc.
3. Request for Proposals, dated March 30, 2015
4. Request for Proposals - Proof of Publication – Record Gazette
5. Consultant Evaluations Prepared by Interview Committee
6. Proposals Submitted by:
    a. Bureau Veritas North America, Inc.
    b. Charles Abbott Associates, Inc.
    c. CSG Consultants, Inc.
    d. HR Green
    e. Interwest Consulting Group
    f. JAS Pacific
    g. Willdan

Attachment 1

City Council Resolution No. 2015-60

RESOLUTION NO. 2015-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO THE CONTRACT SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING & SAFETY SERVICES.

WHEREAS, on July 13, 2011, the City Council approved a Contract Services Agreement with Willdan to provide Building & Safety Services for a one (1) year period. Subsequently, on June 12, 2012, the City Council adopted Resolution No. 2012-44 amending the Contract Services Agreement to continue the services of Willdan for an additional three (3) year period until June 30, 2015. As a result, Willdan has provided Building & Safety Services for a four (4) year period. Pursuant to Section 3.24.070(A)(7) (Formal Bid Procedures) of the Banning Municipal Code, *"no professional service contract shall extend for a period of more than five years, including any authorized extensions."* Therefore, the City may desire to consider a new Contract Services Agreement so that the City may maintain its Building & Safety functions. By soliciting proposals at this time, the City can ensure the most efficient and cost effective level of service; and,

WHEREAS, staff prepared and then on March 30, 2015 released a Request for Proposals seeking a professional consulting firm to provide Building & Safety Services to the City in the following areas: Building Official Administrative Services; Public Counter Assistance; Building Permit Plan Checking; Building Inspection Services; and, Building Abatement; and,

WHEREAS, on April 3, 2015, the Request for Proposals was posted on the City's website and published in The Record Gazette; and

WHEREAS, on April 30, 2015, the Community Development Department received seven (7) responses to the Request for Proposals from the following consulting firms:

Consultant	Location
Bureau Veritas North America, Inc.	Costa Mesa, CA
Charles Abbott Associates, Inc.	Mission Viejo, CA
CSG Consultants, Inc.	Santa Ana, CA
HR Green	Orange, CA
Interwest Consulting Group	Palm Springs, CA
JAS Pacific	Upland, CA
Willdan	San Bernardino, CA

WHEREAS, on May 13, 2015, the Community Development Department, represented by an independent committee of three (3) persons, conducted interviews with five (5) of the seven (7) consulting firms. The consulting firms Bureau Veritas North America and JAS Pacific declined to participate in the interview process and, therefore, have been eliminated from consideration of the evaluation process. The rating categories/criteria included: 1) team qualifications; 2) capabilities of the consulting firm; 3) understanding and approach; and, 4) controls of oversight. The following table provides a summary of the interview ratings:

Firm Name	Rater #1	Rater #2	Rater #3	Total
(1) Charles Abbott Associates, Inc.	395	450	410	1,255
(2) Willdan	335	315	340	990
(3) CSG Consultants, Inc.	360	325	295	980
(4) Interwest Consulting Group	335	260	360	955
(5) HR Green	225	180	360	660

WHEREAS, as part of their respective proposals, the consulting firms were requested to provide a proposed fee for the provision of the requested Building & Safety Services. The following table provides a summary of the proposed rates:

Consultant	Hourly Rates	Percentage
Charles Abbott Associates, Inc. Building Official Building Permit Plan Checking Building Inspection Public Counter Assistance	 N/A N/A N/A N/A	65% for First $15,000 of Monthly Fees Collected by City. 55% for Amounts Over $15,001 of Monthly Fees Collected by City.
CSG Consultants, Inc. Building Official Building Permit Plan Checking Building Inspection Public Counter Assistance	 $110 N/A $75 $55	75% of Monthly Fees Collected by City.
HR Green Building Official Building Permit Plan Checking Building Inspection Public Counter Assistance	 $135 $95-$150 $90-$110 $75	Unresponsive Fee Proposal, Requires Costs.
Interwest Consulting Group Building Official Building Permit Plan Checking Building Inspection Public Counter Assistance	 N/A N/A N/A $55	75% of Monthly Fees Collected by City.
Willdan Building Official Building Permit Plan Checking Building Inspection Public Counter Assistance	 N/A N/A N/A $59.00	75% of Monthly Fees Collected by City.

WHEREAS, upon a thorough evaluation of the proposals in terms of experience and expertise in correlation with the respective fees, staff concluded that Charles Abbott Associates has submitted the highest qualified team with a competitive fee for the provision of the requested Building & Safety Services. On June 15, 2015, the City's Budget and Finance Committee reviewed and considered staff's recommendation. The following table provides a summary of the cumulative scoring:

Firm Name	Rating Ranking	Fee Ranking	Total Score
Charles Abbott Associates, Inc.	1	1	2
Willdan	2	2	4
Interwest Consulting Group	4	3	7
CSG Consultants, Inc.	3	4	7
HR Green	5	5	10

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

Section I: Action.
Authorize the Interim City Manager to execute the Contract Services Agreement with Charles Abbott Associates, Inc. to provide Building & Safety Services in the amount not to exceed a fee of 65% of the fees paid for the first $15,000, 55% of the fees paid in the amounts from $15,001 to $30,000, and 50% of the fees paid in the amounts over $30,001. This authorization will be rescinded if the Contract Services Agreement is not executed by both parties within sixty (60) days of the date of this Resolution.

Section II: Authorization.
Authorize the Interim City Manager to execute the Contract Services Agreement with Charles Abbott Associates, Inc. in the form that is approved by the City Attorney.

PASSED, ADOPTED AND APPROVED this 23rd day of June, 2015.

Deborah Franklin, Mayor
City of Banning, California

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. 2015-60 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 23rd day of June, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attachment 2

Contract Services Agreement

PROFESSIONAL SERVICES AGREEMENT

By and Between

CITY OF BANNING

and

Charles Abbott Associates, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF _____ AND

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this ____ day of _____, 2015 by and between the City of _____, a general law ("City") and Charles Abbott Associates, Inc. ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties"). Consultant

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 and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which 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.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or 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 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.

1.8 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 Contract Sum for the actual cost of the extra services, 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 ten percent (10%) of the Contract 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 Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 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 amount as attached in Exhibits "C" (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. 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. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may 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 thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to

Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

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 shall extend the time for performance in accordance with the procedures set forth in Section 1.10. 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 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) year 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:

Rusty Reed	President
(Name)	(Title)
Ron Grider, PE, CBO	Regional Director
(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 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 Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and 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. In the event that City, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon reassign notice from City of such desire of City, reassign such persons or persons.

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. 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 contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, 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, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers 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.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. 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's 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 or 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.

In addition, Consultant agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of

articles to be supplied by Consultant under this Agreement, and of which the Consultant is not the patentee or assignee or has not the lawful right to sell the same.

5.4 Sufficiency of Insurer or Surety.

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 Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the 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 may be changed accordingly upon receipt of written 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, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any

right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of N/A ($___) 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

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.

_____,
Deborah Franklin, Mayor

ATTEST:

_____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
David Aleshire, City Attorney

CONSULTANT:

Charles Abbott Associates, Inc.

By: _____
Name: Rusty Reed
Title: President

By: _____
Name: Ron Grider, PE, CBO
Title: Regional Director

Address: 27401 Los Altos #220 Mission Viejo, CA 92691

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 CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. **Chief Building Official Administrative Services**

1. Services will include overseeing the City's building inspections, code compliance, abatement, and acts as the official City representative on all building-related matters. Specific responsibilities include, but not limited to:

a) Provide quality control review of plan checks and inspections.

b) Prepare code updates as required.

c) Investigate and provide resolution to complaints and inquiries.

d) Provide all Building Official Administration and processing of complex Building Code issues.

e) Assist with the implementation and support of an automated permitting system.

f) Review applications for compliance with applicable codes.

g) Coordinate with Code Enforcement regarding an aggressive abatement program.

h) Review and update the Building Safety Procedures Manual as necessary.

i) Provide comprehensive monthly reporting, including fee collection reports required by the State of California.

j) Process staff reports related to Building & Safety items.

k) Attend Planning Commission and City Council meetings as needed.

l) Provide after hours and emergency inspection and reports

B. **Building & Safety Services**

1. Consultant is to provide all personnel required to perform all Building Safety Services, counter, counter assistance, permitting and development activities, inspection, and public inquiries, including, but not limited to:

    a) Provide front counter support during regular City Hall hours, 7:00am to 6:00pm, Monday through Thursday or during amended hours, if applicable.
    b) Provide building inspection during the hours of 7:30am – 5pm, Monday through Friday. Inspections will be conducted no later than the following working day if request is received before 2pm.
    c) Process building permits during regular City Hall hours.
    d) Provide the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings, as well as grading and improvement review for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted California Building Code, California Residential compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, and California Mechanical Code, Title 24, and the City Municipal Code. Plan review will be performed in-house and off-site.
    e) Provide plan check monitoring and permit issuance for grading, building electrical, mechanical and plumbing work, etc.
    f) Provide inspection services. Inspectors assigned to the City will perform periodic construction inspections to verify that the work of construction is in conformance with the approved project plans, as well as identifying issues of non-compliance with applicable codes. Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green Building, and Accessibility Codes as adopted by the State

and amended by the City, as well as a working familiarity with the Fire Codes although CAA understands that fire code plan review will continued to be performed by Calfire. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. CAA will provide one certified Senior Building Inspector to the City, available during the field hours of 7:30am to 5:00pm. Additional inspectors will be available as required by workload. A CAA Building Inspector will be available at all times to conduct urgent building inspections, should they arise.

g) Handle resident inquiries and resolve complaints, as required.
h) Process public records requests.
i) Review and update the Building/Safety Procedures Manual.
j) Provide annual reporting to satisfy reporting requirements.
k) Assist with construction and demolition debris recycling.
l) Provide Building Code Abatement administration and inspection.
m) Prepare for and attend pre-development review meetings.
n) Prepare statistical reports as required.
o) Maintain records and prepare documents for storage or imaging.

C. Plan Review Services

1. Consultant will examine building plans for compliance with the adopted Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation Requirements as mandated by State Tile 24 and all applicable City ordinances.

2. All Plan review will comply with the City's directives, codes, and policies. Plan check will include a review or all of the following design elements as determined by the City:

    a. Architectural

    b. Structural

c. Mechanical

d. Plumbing

e. Electrical

f. Energy (Title 24)

g. Accessibility (California Building Code Title 24)

D. **Included Duties, Responsibilities, and information**

1. Consultant will ensure that all Building and Safety duties and follow-up is provided in a timely and responsive manner and adheres to the Service Timeframe for Delivery.

The Consultant shall be responsible to ensure all personnel assigned to the City of Banning have sufficient on-going training to perform their assigned duties. In addition, the consultant shall have at least one Certified Access Specialist (CASp) on staff. The Consultant will also be required to furnish at least two copies of the latest adopted building code, including one copy to the City Clerk for the official City record and to keep those materials up to date and shall maintain high quality services.

a) Provide staff that are assigned to be at the City full-time, are customer service oriented, and have experience with successfully managing multiple tasks, assignments and responsibilities.

b) Ensure that it has assigned personnel with contract and coverage information clearly communicated to the City – that are required to be available to respond to emergency situations that may require Building and Safety services at times when City Hall is closed for business.

c) Will strictly adhere to your policies and procedures regarding confidentiality, public release of information, and communications with media.

d) Assist the City in digitizing the backlog of building plans and permits, and suggests the use of its permitting system to facilitate the day-forward management of plans and permits.

e) Tracks and controls project costs and will provide timely invoices through the company's payroll and accounting systems. Employees enter their time into the CAA payroll system from the primary workstation. The data is checked weekly by the Project Manager for accuracy and validity. CAA's administrative staff will prepare a monthly invoice per the agreement with the City. All invoices will be reviewed by the project manager prior to submittal to the City for payment.

E. Additional Programs

1. Consultant will provide qualified personnel to serve as the City's Community Outreach Coordinator on an hourly basis. The Community Outreach Coordinator will possess excellent customer serve skills and will support the City in proactively addressing potential code enforcement issues with the public. The individual will be familiar with code requirements and resolve problems relating to code compliance.

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

A. Plan Review Services

1. The applicant will be provided with typewritten plan check comments in an approved format that will be prepared with the layperson in mind so that the comments are easily understood.

2. The plan check comments are to refer to appropriate sheets, details or calculations pages and the code sections of the concerns. Comments shall specify the apparent code deficiency.

3. For electronic plan check, the contractor is to review plans and transmit the electronic redlined plans back to the applicant and/or the City as directed in either electronic or hard copy format.

B. Building Inspection Services

1. Inspections are to be provided daily.

2. The building inspector shall review the permit package to verify that the on-site condition is consistent with the appropriate records of square footage, setbacks, heights, and other requirements that may be applicable to the particular request for inspections.

3. The building inspectors are to report/record the inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing building permits.

4. Contractor and its inspectors are to maintain all inspection records, including daily records of what was inspected which will be recorded on the job card, permit copy and entered into the Building and Safety computer system.

C. **Building Official**

1. Provide verbal reports, written memos, staff reports, and correspondences as necessary consistent with the services to be provided as a building official for the City.

D. **Permit/Counter Technician**

1. Keep daily phone and counter logs related to customers served via telephone and at the building and safety counter.

2. Provide monthly reports of building and safety inspection activities, statistical reports, and annual reports.

3. Provide Permit Fees Sheet(s).

4. Maintain Building and Safety Policies and Procedures Manual

5. Enter plans into the City's Building Permit System (Naviline).

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. Monthly and quarterly report of inspections and fee receipts.

B. Quarterly report on legislation that affect building and safety.

C. Suggestions/recommendation on improving building and safety customer service – internal and external.

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. James Barrett, CBO/Certified Building Official/Building Inspector

B. Norma Barrett/Senior Permit Technician.

C. Mike Moore/Building Inspector.

D. Steve Ahuna, PE, CBO/Registered Civil Engineer/Certified Plans Examiner (available to the City part time as needed to perform structural plan reviews).

E. Renee Meriaux, CBO, CASp, MCP/Plans Examiner and accessibility support.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

Consultant will provide an as-needed Building Official, as-needed Building Inspector, full-time Permit Technician, as-needed CASp, and other supporting personnel and resources to perform all of the building official and building plan check/inspection services for the following percentage of fees collected:

Monthly Fees Collected	CAA % of Fees Year 1	Year 2	Year 3
The first $15,000	65%	65%	65%
Amounts over $15,001 to $30,000	55%	55%	55%
Additional amounts over $30,001	50%	50%	50%

Monthly Fees Collected	CAA % of Fees Year 4	Year 5
The first $15,000	65%	65%
Amounts over $15,001 to $30,000	55%	55%
Additional amounts over $30,001	50%	50%

A Community Outreach Coordinator will be provided at the hourly rate of $60/hour. The anticipated initial workload as specified by the City is 4-20 hours per week, variable.

Additional work not covered in this proposal shall be billed at the hourly rates specified in the rate sheet.

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as 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 1.9.

IV. 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 the amount 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"

STANDARD HOURLY RATE SCHEDULE
Effective July 1, 2014

CLASSIFICATION	HOURLY RATES	CLASSIFICATION	HOURLY RATES
Principal Engineer	175.00	Principal Building Official	145.00
City Engineer	165.00	Building Official	122.00
Project Supervisor	145.00	Senior Building Inspector	110.00
Project Manager	135.00	Building Plan Checker	97.00
Project Engineer	130.00	Building Inspector/Plan Checker	90.00
Sr. Registered Engineer	125.00	Code Enforcement Officer	60.00
Senior Design Engineer	115.00	Permit Specialist	66.00
Associate Engineer	110.00		
Assistant/Design Engineer	98.00	Community Development Director	145.00
		Principal Planner	132.00
Senior Traffic Engineer/Manager	150.00	Senior Planner	107.00
Transportation Planner	110.00	Associate Planner	97.00
Traffic Engineer Associate	95.00	Planning Technician	68.00
Sr. Draftsperson (CADD)	90.00	Landscape Director	116.00
Draftsperson (CADD)	80.00	Associate Landscape Architect	95.00
Computer Technician	80.00	City Forester	88.00
Senior Environmental Consultant	145.00	Expert Witness Services	200.00
Environmental Engineer/Scientist II	115.00	Senior Contract Administrator	107.00
Environmental Engineer/Scientist I	92.00	Administrative Assistant	57.00
Associate Environmental Engineer	87.00	Word Processor	50.00
		Clerical	45.00
Senior Public Works Inspector	95.00		
Public Works Inspector	87.00		
3-Person Survey Crew	270.00		
2-Person Survey Crew	210.00		

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Plan Review
All initial reviews will be returned within 10 business days for single family residential, small and
large commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan checks in less than half the time.

Service	Time frame for Delivery
Major plan check	14 calendar days
Subsequent plan checks	7 calendar days
Minor plan checks and single story homeowner additions	3 days or over the counter
Building inspection	Following day if request received before 2pm
Grading plan check	14 calendar days
Subsequent grading plan check	7 calendar days
Assistance at the public counter	Immediate during City Hall hours
Return of phone calls	By end of next business day
Monthly statistical accounting	Completed at the end of each month

Inspection Review
Inspections will be provided on a same-day basis, or within 24 hours' notice if necessary.

I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.

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

Attachment 3

Request for Proposals

City of Banning

99 E. Ramsey Street · P.O. Box 998 · Banning, CA 92220-0998 · (951) 922-3125 · Fax (951) 922-3128

COMMUNITY DEVELOPMENT
DEPARTMENT

March 30, 2015

REQUEST FOR PROPOSAL (RFP) FOR A CONSULTING FIRM TO PROVIDE BUILDING AND SAFETY SERVICES FOR THE CITY OF BANNING

Closing Date and Time:	**April 30, 2015 (by 4:00 p.m.)**
Submittal Location:	City of Banning City Clerk 99 E. Ramsey Street, Banning, CA 92220
Submittal Must Include:	Five (5) Original Copies of Proposal & One CD (PDF & MS Word)
Contact Person:	Brian Guillot, Acting Community Development Director Phone: (951) 922-3131 E-mail: bguillot@ci.banning.ca.us

I. INVITATION

The City of Banning is requesting proposals from consultants to provide professional building and safety services to the City. This includes, but is not limited to, providing professional services in all of the following areas: Building Official Administrative Services, Development Review, Public Counter Assistance, Plan Checking, Building Inspection Services, and Building Abatement. The selected firm will provide turnkey building and safety services under the direction of the City's Community Development Director.

It is the City's intent to choose one (1) firm to provide all of the requested services.

II. SELECTION TIMELINE (TENTATIVE)

City Issuance of the RFP	March 30, 2015
RFP Closing Date (due date)	April 30, 2015
Consultant Interviews	May 7, 2015
Budget and Finance Committee Review	June 1, 2015
City Council Approval	June 9, 2015

III. INQUIRIES

Bidders must carefully examine this RFP and any addenda that may be posted on the City's website (www.ci.banning.ca.us) prior to submission of their proposal. Bidders must seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing prior to submission of their proposal. If an answer materially affects the RFP, the information will be incorporated into an addendum and distributed to all vendors via the City's website; no other contact shall be made by the City to vendors regarding addenda to the RFP. It shall be the vendor's sole responsibility to check the City's website to determine if any addenda have been posted prior to the proposal due date.

IV. SUBMITTAL INSTRUCTIONS

The proposal package shall consist of two parts: 1) Technical qualifications, and 2) Billing rates sheet/cost proposal. Please submit five (5) original hard copies of each and one CD (PDF & MS Word) in a sealed envelope. Proposal packages are to be submitted inside an envelope marked on the outside with "PROPOSAL FOR BUILDING AND SAFETY SERVICES FOR THE CITY OF BANNING".

ALL PROPOSALS MUST BE RECEIVED, AT THE CITY CLERK, NO LATER THAN 4:00 P.M. ON APRIL 30, 2015. NO LATE, EMAILED, OR FAXED PROPOSALS WILL BE ACCEPTED.

V. REQUIRED PROPOSAL FORMAT

In order to maintain uniformity with all proposals submitted, it is requested that the Consultant's proposal include the following minimum information:

A. **Cover letter** – Letter that serves as an executive summary of the proposal limited to no more than three (3) pages. The letter should include your firm's understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested. Also, state the Management Contact (name and title of the representative authorized to sign an agreement for your firm) and Project Manager (name and title of the person responsible for day-today management of the project).

B. **Table of Contents** – Include a clear identification of the material by section and by page number.

C. **Summary Sheet** –

1. This section of the proposal must include a fully-completed copy of the Summary Sheet included with this proposal.

2. Provide the name, title, experience and qualifications of the personnel who will be assigned to the project.

3. Provide the resume of the Management Contact with the City as listed in the completed Summary Sheet.

D. **Allocation of Resources** – Provide a clear conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services which

distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated for this project. Submittal of a project schedule is required as part of the allocation of resources.

E. **Scope of Services** – Proposals must address all items set forth in the "Scope of Services" section of this RFP. Additional information which, in your opinion, should be included must be clearly identified. The items must be addressed in the order in which they appear in the "Scope of Services" section.

F. **Previous Relevant Projects and References –**

1. List similar services performed for all similar organizations/entities in the last five years and when performed. Show names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.

2. List all similar public agencies for which contracts were terminated in the last five years. Show names of organizations and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

G. **Experience of Proposed Personnel and Resumes of Personnel to be Used.**

H. **Proposed fee structure listed by contract year.** The fees need to be clearly identified for each of the potential five years of the contract (initial three year term and the optional two year extension). A percentage of fees collected approach is preferred.

VI. SELECTION CRITERIA

Proposal will be reviewed by the City staff. The proposal will be rated/ranked according to the following criteria:

- Cost
- Proposed Personnel - The experience and qualifications of the proposed personnel and the firm on similar projects. The availability of proposed personnel and overall firm capabilities to meet additional needs of the City. Proven experience of principle personnel for specific positions.
- Project Approach – The proposed project approach and services that the firm is capable of providing and how the firm's approach meets the needs of the City.
- Project Controls –The firm's ability to control costs and provide accurate and timely invoices; to monitor and stay within budget; to monitor schedule and review times and the techniques used to complete projects within the proposed time frames.
- Client References – Provide at least three (3) current references. The references should identify the client, a contact name and telephone number, a description of the services provided and the location where the service was performed. The City also reserves the right to contact the clients that terminated contracts with the firm as listed in the firm's submittal.
- Ability to comply with City standard professional services agreement.

- Award will be in accordance with the provisions of the Banning City Code. The proposals may be reviewed individually by staff members; and, may be reviewed through an ad hoc committee to assist in the selection process. The finalists may be requested to provide the CITY with a presentation and/or oral interview. The ad hoc committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making a recommendation to City Council.

The CITY reserves the right to:

- ❖ Reject any and all proposals at its discretion
- ❖ Cancel the entire RFP
- ❖ Waive any minor errors or informalities in any Proposals, to the extent permitted by law
- ❖ Conduct oral interviews
- ❖ Negotiate with one or more CONSULTANTS
- ❖ Require a best and final offer from one or more CONSULTANTS
- ❖ Issue an amended RFP to ensure compatibility of the Proposal for comparison

The successful firm may be invited to interview and enter into a Professional Services Consultant Agreement with the City.

VII. SCOPE OF WORK

Consultant services – The successful vendor will provide personnel to act independently in accomplishing work for the City.

A. Chief Building Official Administrative Services

This position is responsible for performing Chief Building Official services. The Building Official is responsible for overseeing building inspections, code compliance, abatement, and acts as an official City representative on building-related matters. Specific responsibilities include, but are not limited to:

1. Quality control review of plan checks and inspections
2. Preparing code updates each cycle for Municipal Code adoption
3. Resolution of resident inquiries, complaints
4. Building Official Administration, processing of complex Building Code issues and dispute resolution
5. Contribute the necessary resources to the configuration, implementation and on-going support of an automated permitting system
6. Review discretionary applications for preliminary compliance with construction codes
7. Coordinate with Code Enforcement regarding an aggressive abatement program
8. Review and update the Building/Safety Procedures Manual
9. Monthly Reporting of Building and Safety Activities as well as reports required for fee collection and other reports required by the State of California or other government agencies.

10. Processing of Planning Commission & City Council staff reports related to Building & Safety items
11. Periodic attendance at Planning Commission & City Council meetings (as needed)
12. Provide emergency and after hours inspection and reports of damaged properties or structures.

The ideal proposal would include a Chief Building Official who is available to be at the City during the hours that City Hall is open to the public, have previous Building Official experience, is customer-service oriented, and has experience with managing multiple tasks, assignments and responsibilities.

B. Building & Safety Services

These positions are responsible for all Building and Safety Services, counter assistance, permitting and development activities, inspection, and public inquiries, including, but not limited to:

1. Front counter support (City Hall) – Current City Hall hours are 7:00 a.m. to 6:00 p.m., Monday through Thursday. The City may amend the regular office hours to Monday through Friday 8 a.m. to 5 p.m. in the near future. The proposal shall include provisions for both schedules.
2. Building inspection – Field hours are 7:30 a.m. to 5:00 p.m., Monday through Friday
3. Building permits processing. Current City Hall hours are 7:00 a.m. to 6:00 p.m., Monday through Thursday. The City may amend the regular office hours to Monday through Friday 8 a.m. to 5 p.m. in the near future. The proposal shall include provisions for both schedules.
4. Plan check including code, accessibility, grading, private infrastructure, BMP's, building, electrical, and plumbing work, etc. At this time, fire code plan review will continue to be performed by Calfire.
5. Plan check monitoring/permit issuance for grading, building, electrical, mechanical and plumbing work, etc.
6. Inspection services for code, accessibility, grading, erosion control, building, electrical, mechanical and plumbing work, etc.
7. Handle resident inquiries, resolve complaints
8. Process public records requests
9. Review and update the Building/Safety Procedures Manual
10. Permit issuance annual update reports to outside agencies
11. Construction and demolition debris recycling
12. Building Code Abatement administration and inspection (including lien process)
13. Prior preparation for and participation in inter-departmental pre-development review. During the periodic meetings, cases are reviewed by members of the Planning, Building, Engineering, Fire, and Utility divisions of the City, as well as a Calfire representative, and comments are given to the applicant's project team.
14. Prepare statistical reports

15. Maintain records, prepare documents for storage and/or imaging.

Service	Time frame for Delivery
Major plan check	14 calendar days
Subsequent plan checks	7 calendar days
Minor plan checks and single story homeowner additions	3 days if submitted into plan check or over the counter during a designated time period each day
Building inspection	The following working day if request is received before 2 PM
Grading plan check	14 calendar days (if required, presently the Public Works Department reviews grading)
Subsequent grading plan checks	7 calendar days
Grading Inspection	The following working day if request is received before 2 PM
Assistance at the public counter	Immediate during City Hall hours
Return of phone calls	By the end of the next business day
Monthly statistical accounting	Completed at the end of each month

C. Included Duties, Responsibilities, and Information

The consultant shall be responsible to ensure that all other Building and Safety duties and follow-up – not specifically mentioned in the table above – are performed in a timely and responsive manner.

The consultant shall be responsible to ensure all personnel assigned to the City of Banning have sufficient on-going training to perform their assigned duties. In addition, the consultant shall have at least one Certified Access Specialist (CASp) on staff. The consultant will be required to assist the City in any ISO audits that arise during the contract term. The consultant will also be required to furnish at least two copies of the latest adopted building code, including one copy to the City Clerk for the official City record and to keep those materials up to date. The bidder is advised that Section 15.12.010 of the municipal code states that no building permit fees are required for city owned buildings.

The ideal proposal will include staff that are assigned to be at the City full-time, are customer-service oriented, and have experience with successfully managing multiple tasks, assignments and responsibilities. The successful firm will ensure that it has assigned personnel – with contact and coverage information clearly communicated to the City – that are required to be available to respond to emergency situations that may require Building and Safety services at times when City Hall is closed for business.

The City is in the process of scanning and digitizing the catalog of old building plans and permits with the goal of maintaining only electronic versions of plans for projects that have been completed. There is a significant backlog of this material. The successful bidder will be required to utilize a City-provided scanner to scan copies of every plan in the catalog and attach the scanned files to the appropriate parcel in the land management software. This process must be completed during the first two years of the contract. In addition, the successful bidder will be required to obtain electronic copies of "As-Built" plans at the completion of each project and attaching the electronic files to the parcel in accordance with the City's records retention policy.

D. Additional Programs

The City desires to take a proactive approach in regards to emerging code enforcement issues. With that in mind, the City is seeking the services of a Community Outreach Coordinator to work with residents and businesses with the purpose of resolving in advance the filing of any code enforcement action. The ideal individual for this program would have extraordinary customer service skills along with broad experience related to building and safcty, landscaping, water quality, and other typical codc enforcement regulations. It is anticipated that this program will require from at least 4 hours per week to 20 hours per week at the start. This schedule is subject to change depending on the needs of the City.

VIII. CITY PROVIDED OFFICE SPACE AND EQUIPMENT

The City will provide only the following office space and equipment for use in performing building and safety services:

1. Use of office space at City Hall that is approximately the same square footage and configuration currently occupied by the Building & Safety Division
2. Use of approximately 3 City office phones
3. Use of office furniture
4. Use of approximately 3 City network computers with scanners
5. Copier

IX. ATTACHMENTS

A. City Standard Professional Services Agreement with insurance requirements

B. Building & Safety Division Data for 6 months

C. Building & Safety Fee Schedule (Resolution No. 2006-114)

The agreement for services shall be for the term of three (3) years, commencing from the date of Council award, with the ability to extend the agreement for up to an additional two (2) years. City Council may amend the term at their discretion.

A sample professional service agreement is attached for your review. Upon selection of a successful proposal, the sample agreement will be executed with the proposal attached as a description of terms and costs for the services provided.

X. AWARD CRITERIA

General Provision – The award of contracts shall be at the sole discretion of the City. It is the intent to make an award to one Bidder for all items although the City reserves the right to make multiple awards depending on the needs and best interests of the City. The City may accept or reject any or all proposals in whole or in parts and may waive informalities in the process. The contents of the proposal of the selected Bidder will become the basis for a contractual obligation when the award is made.

Professional Services – Award will be made to the most qualified Bidder whose proposal is determined to be the most advantageous to the City at a reasonable price.

XI. TERMS AND CONDITIONS

A. Applicable Laws – The laws of the State of California will govern the contract. The applicable law for any legal dispute arising out of the contract shall be the law of the State of California. The Bidder shall comply with all federal, state, county and local laws concerning this type of commodity/service. All system provided by the Bidder shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes and all relevant industry standards.

B. Equal Employment Opportunity – The Bidder shall comply with all applicable state and federal laws addressing Equal Employment Opportunity.

C. Conflict of Interest – Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of Banning may not accept gratuities, entertainment, meals of anything of value whatsoever from current or potential suppliers. The offer of such gratuity to an employee of the City shall be cause for declaring such supplier to be an irresponsible proposer and preventing him from bidding.

D. Independent Contractor Status – It is expressly understood that the Bidder named in any contract entered into by the City is acting as an "independent contractor" and not as an agent or employee of the City of Banning.

E. Default of Contractor/Consultant – The City of Banning shall hold the Bidder responsible for any damage that may be sustained because of the failure or neglect of the Bidder to comply with any term or condition listed herein.

F. Permits and Licenses – The Bidder shall secure or maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business including a Banning Business License.

G. Appropriation of Funds – If the terms of this agreement extends into fiscal years subsequent to that in which it was approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the City of Banning City Council. If funds to effect such continued payment are not appropriated, the Bidder agrees to terminate any goods or service supplied to the City under this agreement.

H. Assignment – The Bidder shall, under no circumstances, assign any contract issued as a result of this proposal by any means whatsoever, or any part thereof to another party without express written permission of the City of Banning.

I. Award of Contract – Award of any contract arising from any proposal submitted as a result of this RFP may require approval by the City of Banning City Council as prescribed by City Ordinances and Codes. All awards require a City of Banning Purchase Order prior to work or delivery. If, after award of contract, consultant provides additional terms or conditions, the award shall be considered VOID.

J. Signed Submission of Proposals – The submission of proposals must be signed in longhand by the Bidder with his/her usual signature. Submission of proposals by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of the person signing; submission of proposals by corporations must be signed with legal name of the corporation of president, secretary, or

other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

K. Addendum to the RFP – If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be posted on the City's website (see "Bid Submittal Instructions"). All addenda issued during the time of bidding will be incorporated into any resulting contract.

L. Late Submission of Proposal – Any submission of proposals received after the due date and time specified in this RFP will not be considered.

M. Withdrawal of Submission of Proposals – Any Bidder may withdraw his/her submission of proposals, either personally or by written or facsimile request at any time prior to the time set for the proposals opening, provided that written confirmation of any facsimile withdrawal of the signature of the Bidder is placed in the mail and postmarked prior to the time set for the opening thereof. Negligence on the part of the Bidder in preparing his/her submission of proposals confers no right of withdrawal or modification of his/her submission after such submission has been opened.

N. Rejection of Submission of Proposals – The RFP does not commit the City of Banning to award any contract. The City reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposals or in the RFP procedures, and to be the final judge as to which is the responsible, qualified proposal. Any proposal that contains items not specified, items that are incorrect, that does not complete all the items scheduled, or does not respond to items in the manner specified in this RFP, and proposals received by telephone or facsimile, may be considered non responsive and may be rejected on these bases in the sole discretion of the City. Proposals offering less than 90 days for acceptance from the proposed closing date may be considered non-responsive and may be rejected.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City of Banning, or that no proposal was deemed acceptable.

O. Public Information – After the date specified for the opening of the RFP, all materials received relative to general service proposals become public information and are available for inspection. Professional service proposals become public upon award of contract. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

P. Bidder's Cost to Develop Proposal – Costs for developing proposals in response to this RFP are entirely the obligation of the Bidder and shall not be chargeable in any manner to the City of Banning.

Q. News Releases – The Bidder shall not make news releases pertaining to an award resulting from proposals made in response to the RFP without the prior written approval of the City of Banning Administrative Services Director. In addition, the successful Bidder must agree not to release any advertising copy mentioning the City of Banning or quoting the opinion of any City employee without written approval by the City of Banning Administrative Services Director.

R. Right to Negotiate Proposals – The City of Banning reserves the right to negotiate any price or any provision, accept any part, or all parts of any and all proposals whatever is in the best interest of the City and the taxpaying public. Bidders are encouraged to submit

their best prices in the proposal as negotiations may only occur with the lowest responsible bidder for general services. For professional services, fees may be negotiated with the most qualified proposer.

XII. CONSULTANT COMPENSATION

Selected consultant will be asked to provide specific scope and "not to exceed fixed fee" prior to the issuance of the notice to proceed. The budgets for both services identified under the Scope of Work are to be paid by the Applicant.

XIII. CITY DISCLAIMER

The City reserves the right to reject any or all the Proposal, to waive any informality in any Qualification, and to select the Proposal that best meet the needs of the City. The City also reserves the right to reduce or revise elements of the scope of services, or to amend or modify the contractual requirements, or to negotiate with any qualified consultant.

No representation is made that any contract will be awarded pursuant to this RFP. In no way shall a contract be viewed as an exclusive contract in any way. The City reserves the right to retain additional consultants as necessary to satisfy the needs of the City. All costs incurred in the preparation of the proposal, in the submissions of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposed firm. Information submitted to the City in response to this RFP will become the property of the City of Banning and will not be returned. The "technical" portion of the Proposal will be considered public information.

XIV. STANDARD CONTRACT/AGREEMENT

Firms that are interested should be willing to enter into a professional services agreement with the City and comply with the City's insurance requirements as indicated in the agreement. A sample of the standard agreement is included in Exhibit "A" for reference.

Questions regarding this RFP should be directed to:

City of Banning, Community Development Department
Brian Guillot, Acting Community Development Director
Phone: (951) 922-3131
E-mail: bguillot@ci.banning.ca.us

Attachment 4

Request for Proposals – Proof of Publication

Record Gazette
218 N. Murray St.

Proof of Publication

(2015.5 C.C.P.)

116572 - RFP CONSULTING FIRM

State of California)
County of Riverside) **ss.**

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

April 3, 2015

Executed on: 04/03/2015

At Banning , CA

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

Signature

REQUEST FOR
PROPOSAL (RFP) FOR
A CONSULTING FIRM TO
PROVIDE BUILDING AND
SAFETY SERVICES FOR
THE CITY OF BANNING.

The City of Banning is requesting proposals from consultants to provide professional building and safety services to the City. This includes, but is not limited to, providing professional services in all of the following areas: Building Official Administrative Services, Development Review, Public Counter Assistance, Plan Checking, Building Inspection Services, and Building Abatement. The selected firm will provide turnkey building and safety services under the direction of the City's Community Development Director.

A complete copy of the Request for Proposals may be obtained by contacting the Community Development Department for the City of Banning, or by going to the City of Banning website.

Closing Date and Time:
April 30, 2015
(by 4:00 p.m.)

Submittal Location:
City of Banning City Clerk
99 E. Ramsey Street,
Banning, CA 92220

Contact Information:
Telephone (951) 922-3125
Website http://www.ci.banning.ca.us/

The City reserves the right to reject any or all the proposals, to waive any informality in any proposal, and to select the proposal that best meets the needs of the City. The City also reserves the right to reduce or revise elements of the scope of services, or to amend or modify the contractual requirements, or to negotiate with any qualified consultant.

ALL PROPOSALS MUST BE RECEIVED, AT THE COMMUNITY DEVELOPMENT DEPARTMENT NO LATER THAN 4:00 P.M. ON APRIL 30, 2015. NO LATE, EMAILED, OR FAXED QUALIFICATIONS WILL BE ACCEPTED.

Dated: March 30, 2015
Publish: April 3, 2015

Published in
The Record Gazette
No. 116572
04/03/2015

Attachment 5

Consultant Evaluations
Prepared by Interview Committee

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: Interwest Consulting Group

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	6	
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	8	Firm was not clear about having full Time Inspector.
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	13	
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	5	
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5	3	
GENERAL NOTES:		TOTAL	35	

NAME: M. Steen TITLE: Electric Utility Inspector DATE: 5-13-15

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: Charles Abbott

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	10	
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	9	Firm has staff Living in the area.
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	13 ~~EQ~~	
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	5	
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5	5	
GENERAL NOTES:		TOTAL	42 ~~39~~	

NAME: M Steen TITLE: Electric Utility Inspector DATE: 5-13-15

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: HR Green

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	5	
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	5	Current staff is limited
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	10	
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	1	
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5	1	
GENERAL NOTES:		**TOTAL**	22	

NAME: M. Steen TITLE: Electric Utility Inspector DATE: 5-13-15

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: Willdan

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	8	
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	5	Currently Willdan Inspectors are not on site for inspection full time
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	13	
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	3	
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5	4	
GENERAL NOTES:		**TOTAL**	33	

NAME: M. Steen TITLE: Electric Utility Inspector DATE: 5-13-15

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: CSG Consultants

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	8	
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	5	Current staff is limited.
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	10	
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	3	
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5	4	
GENERAL NOTES:		TOTAL	29	

NAME: M. Steen TITLE: Electric Utility Engineer DATE: 5-18-15

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: CHARLES ABBATT

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	**10**	10	100
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	**10**	10	100
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	**15**	15	225
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	**5**	5	25
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	**5**		
GENERAL NOTES:		**TOTAL**		450

NAME: Alec Mica TITLE: PLANNER DATE: 5/13/15

CONTRACT

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: CSG CONSULTANTS

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	5	50
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	10	100
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	10	150
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	5	25
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5		
GENERAL NOTES:		TOTAL		325

OWNER CONTRACT

NAME: MUSICA TITLE: PLANNER DATE: 5/19/15

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: HILLDAN

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	8	80
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	8	80
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	10	150
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	1	5
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5		
GENERAL NOTES:		TOTAL		315

OLIVER CONTRACT

NAME: ~~[illegible]~~ TITLE: PLANNER DATE: 5/13/15

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: INTERWEST

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	5	50
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	5	50
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	10	150
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	2	10
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5		
GENERAL NOTES:		TOTAL		260

OWNER CONTRACT

NAME: ANNICA TITLE: PLANNER DATE: 5/13/15

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: HR GREEN

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	5	50
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	5	50
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	5	75
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	1	5
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5		
GENERAL NOTES:		TOTAL		180

NAME: JESSICA TITLE: PLANNER DATE: 5/13/15

OWNER CONTRACT

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: CHARLES ABBOTT ASSOC.

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	8	GOOD EXPERIENCE
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	8	APPEAR TO BE RESPONSIVE TO CITYS NEEDS
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	14	PROPOSED STAFF LIVE IN THE AREA
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	5	OK
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5	5	GOOD REFERENCES
GENERAL NOTES: USE PREVIOUSLY - GOOD HISTORY OF SERVICE WOULD BE A GOOD CHOICE		**TOTAL**	40	

NAME: JEFF THOMAS TITLE: BUILDING OFFICIAL DATE: 5-13-14

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: CSC

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	8	Good Staff
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	7	Questions Their Availability
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	13	Good knowledge of Business & Plans Review Not familiar with the City Needs
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	3	Questionable
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5	5	Good References
GENERAL NOTES: Would be a reasonable Choice		**TOTAL**	36	

NAME: Jeff Thomas TITLE: Building Official DATE: 5-13-15

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: WILLDAN

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	8	Have Good Experience
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	7	Questionable Staffing
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	11	Knowledge of the work but only Provide PM Responsibilities
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	4	
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5	4	Good References
GENERAL NOTES: Possible		TOTAL		34

NAME: Jeff Thomas TITLE: Building Official DATE: 5.13.

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

Consultant: INTERWEST

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	8	BOUNDS OFFICE DOES NOT HAVE PLAN REVIEW STAFF GENERALLY QUALIFIED
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	9	HAS GOOD HISTORY OF WORK WITH OTHER CITIES
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	10	NOT CLEAR ON COMMITMENTS TO SCHEDULE FOR SERVICES.
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	3	OK
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5	4	GOOD REFERENCES
GENERAL NOTES:		TOTAL		34

POSSIBLE

NAME: JEFF THOMAS TITLE: BUILDING OFFICIAL DATE: 5-13-15

CONSULTANT EVALUATION
FOR BUILDING AND SAFETY SERVICES

Project:

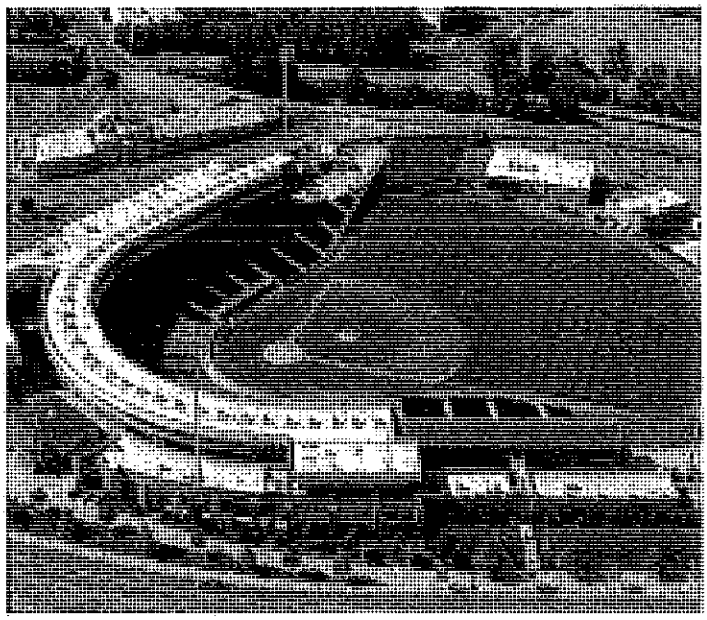
Consultant: H R GREEN

NO	CRITERIA	WEIGHT	SCORE (1 to 10)	COMMENTS
1	***PROJECT TEAM*** - Qualifications and Relevant Individual Experience - Unique qualifications of key members for this project - Time commitment of key members - Organizational Chart	10	5	NOT COMPLETE REMARKS
2	***FIRM'S CAPABILITIES*** - Demonstrated capability on similar/related projects - Management and other organizational capabilities - Impacts of other on-going projects and priorities - Quality and cost control procedures/policies - Staff availability - Ability to meet the City's insurance requirements	10	4	COULD NOT SPECIFY STAFF
3	***PROJECT UNDERSTANDING AND APPROACH*** - Demonstrated knowledge of the work required - Provided an explanation of the project - Showed familiarity with project area and issues - Explained a logical course of action to meet goal - Had internal measures proposed to meet timely completion - Provided a Project Schedule - Included innovative approaches	15	8	TO BROAD ON ANSWERS - NOT SPECIFIC
4	***PROJECT CONTROLS OF OVERSIGHT*** - Ability to the timely response to City requirements - Firm location (work done) & accessibility to City staff	5	3	NOT CLEAR
5	***REFERENCES*** - Record of producing a quality product on similar projects on time and within budget	5	3	NOT CLEAR
GENERAL NOTES:		TOTAL		23

NAME: JEFF TURNER TITLE: BUILDING OFFICIAL DATE: 5-13-13

Attachment 6

Proposals Submitted by:
Bureau Veritas North America, Inc.
Charles Abbott Associates, Inc.
CSG Consultants, Inc.
HR Green
Interwest Consulting Group
JAS Pacific
Willdan

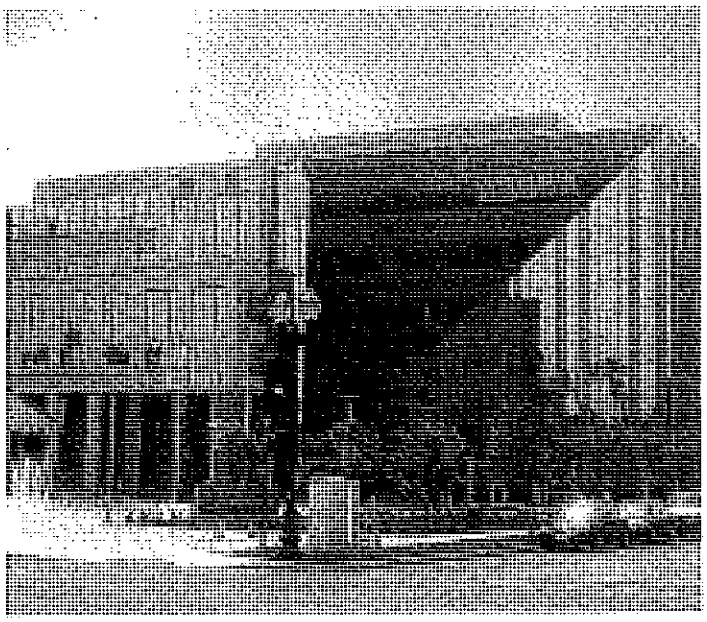


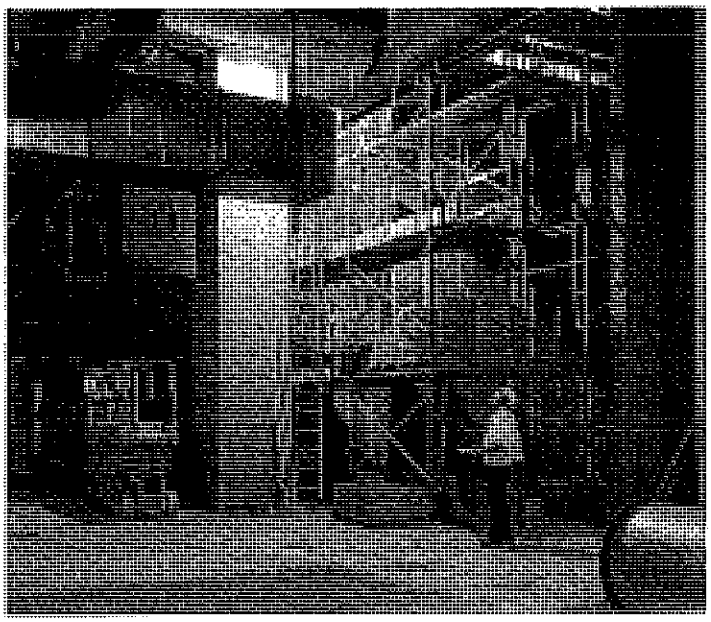
Proposal to Provide

Building and Safety Services

City of Banning, City Clerk
ATTN: Brian Guillot
Acting Community Development Director
99 E. Ramsey Street
Banning, CA 92220

City of Banning





April 30, 2015

BUREAU VERITAS

Submitted by
Bureau Veritas North America, Inc.
Patrick Field
1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
Phone: (714) 431.4123 / Fax: (714) 825.0685
patrick.field@us.bureauveritas.com

A. Cover Letter

April 30, 2015

City of Banning
ATTN: Brian Guillot, *Acting Community Development Director*
99 E. Ramsey Street
Banning, CA 92220

Re: Response to Request for Proposal for Building and Safety Services

Dear Mr. Guillot,

Bureau Veritas North America, Inc. (BVNA) is pleased to submit our proposal to provide **building and safety services** to the City of Banning. We take great pride in our ability to provide exemplary services to our clients. Our proposal will highlight our previous experience of providing similar services for city and other nearby building, land development and fire marshal offices. We have the **breadth and depth of resources, skills and expertise** needed to provide excellent support services to the City of Banning.

BVNA has provided similar services for over 100 agencies in California and throughout the Western United States. We are keenly aware of the desire for **high-quality customer service, timely reviews, reliability, responsiveness and cost-effective solutions**. Our commitment to provide **accurate and appropriate solutions** to our clients and our ability to **quickly and efficiently** meet the needs of the communities that we serve makes BVNA an ideal partner for the City. We offer optimal solutions to deliver quality services:

- Unparalleled plan review expertise
- Established relationships to ensure timely reviews, transparency and responsiveness
- Depth of resources and close proximity to maximize flexibility and deliver quality services
- Licensed and certified professionals
- Electronic review and web-based document control best practices to consistently meet turnaround schedules and streamline communication

Understanding of Work to be Preformed
We have read and understand the detailed scope of work included in the issued RFP and are able to provide qualified engineers and ICC certified staff to work independently to complete the requested services. BVNA understands the City of Banning is in need of a team to provide building department services including Chief Building Official administrative services, front counter support, building inspection, permit processing, plan review, complaint handling and resolution, permit annual reports, construction and demolition debris recycling, abatement administration and inspection, inter-departmental pre-development review, etc. BVNA can provide the services as noted in the RFP in a flexible fashion in order to save costs while providing exceptional customer service.

Firm Qualifications
Founded in 1828 Bureau Veritas is a global leader in quality assurance, health, safety and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations, and with over 61,000 employees, Bureau Veritas has unparalleled resources to manage projects requiring a broad range of expertise, across vast geographies.

With more than 1,330 offices and laboratories in 140 countries, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. Our long-standing presence in Southern California has enabled us to gain the knowledge of the local area and to provide continuity, responsiveness to on-call assignments, and technical proficiency.

Management Contact
Our partnership will be managed through our regional office in Costa Mesa and augmented by our staff located throughout California, enabling quick and efficient responses. Our Project Manager, **Patrick Field,** will be the day-to-day manager of the project. Our management contact, **Isam Hasenin, P.E., C.B.O.** is authorized to sign an agreement for BVNA. Contact information for Patrick and Isam is shown below.

BVNA looks forward to a successful, professional relationship with the City of Banning by augmenting the City's staff, promoting transparency in our work, improving efficiencies and exceeding your expectations.

Sincerely,

Isam Hasenin, P.E., C.B.O
Chief Operating Officer / Principal-in-Charge
1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
714.431.4144
isam.hasenin@us.bureauveritas.com

Patrick Field
Project Manager / Director of Operations
1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
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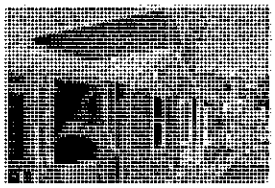

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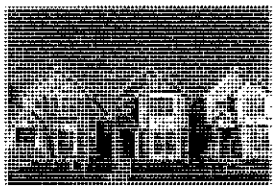

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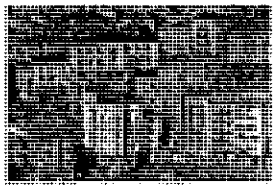

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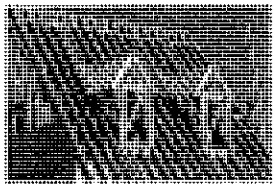

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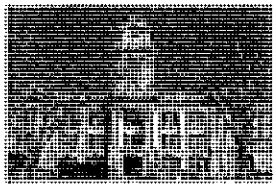

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C. Summary Sheet

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following Services:**
A. Chief Building Official Administrative Services
B. Building and Safety Services
C. Included Duties, Responsibilities, and Information
D. Additional Programs

II. **As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
A. Monthly reporting of Building and Safety activities
B. Reports required for fee collection
C. Other reports required by the State of California or other government agencies
D. Statistical reports
E. Plan review comment and approval recommendation letters in hard copy and electronic format
F. Daily inspection reports in hardcopy and electronic format
G. Digital files on CD of documents scanned

III. **In addition to the requirements of Sections 6.2, during performance of the Services, Consultant will keep the City appraised of the status of the performance by delivering the following status reports:**
A. Plan review comment and approval recommendation letters
B. Daily inspection reports detailing observations and deficiencies
C. Monthly reporting of Building and Safety activities
D. Other reports in either hardcopy or digital format, as requested by the City

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. Project Manager - Patrick Field
B. ICC certified staff*
C. Registered professional engineer*

*BVNA has included an organizational chart on the following page outlining our proposed personnel. As an option to the City, BVNA can retain current, qualified consultant staff.

As requested, Management Contact resumes are included following the proposed personnel qualifications. Resumes for proposed staff, including project experience, certifications and licenses can be found in "Section G. Experience of Proposed Personnel".

Project Team Structure

Project Management Team

Isam Hasenin, P.E., C.B.O.
Management Contact

Patrick Field
Project Manager

Project Team

Building Safety Staff

Building Official
Current Consultant Building Official
Isam Hasenin, P.E., C.B.O.
Robert Chang, P.E., C.B.O.

Plan Review Engineers
Kirk Miya, P.E.
Mohammad Heivand, P.E.

Support from BVNA Offices
Alan Ho, S.E., LEED AP
Eric Rodriguez, S.E.
Tom Trimberger, P.E., C.B.O., LEED AP
Cristian Son, P.E.
Steven Block, P.E.
Helen Zhou, P.E.
George Kellogg, P.E., C.B.O.
Wendy Haggard, P.E.

ICC Certified Plans Examiners
Neil Tuong, E.I.T.
Dan Larsen, C.A.Sp.
David Gavranich, E.I.T.
Rick Mauldin
Chuck Zimmermann
Rhonda Gannon, C.B.O.
Ralph Garcia, C.B.O.
Tom Radford
Peter Johnson, C.B.O.
David Simons

Public Works Plan Reviewers
Bill Bixby, P.E.
Monte Bowers, P.E.
John Che, P.E., Q.S.D./Q.S.P.
Steven Beswick, P.E.
Michael Middleton, P.E.
Michael Foreman, P.L.S.

Building Inspectors
Current Consultant Inspector
Joe Harris
Jerry Plank
George Lockfort
Roger Banowetz
Nancy Martinez
Denise Zuranski

Fire Protection Staff
Doug Evans, F.P.E.
Anne Marie Bland
Lee Caldwell
Robert Salgado
Quang Nguyen

Permit Technicians/ Administrative Support
Current Consultant Permit Support
Karen Brawley
Pamela Schur

Titles, experience, and qualifications of each individual shown in the organizational chart are shown in Section G. Experience of Proposed Personnel and Resumes of Personnel to be Used

Isam Hasenin, P.E., C.B.O., Principal-in-Charge / Chief Operating Officer

Education
M.S., Civil Engineering
B.S., Civil Engineering

Registrations/Certifications
Registered Professional Engineer:
CA, #40755

ICC Certified:
Plans Examiner

Professional Affiliations
International Code Council (ICC)

Structural Engineers Association of Northern California (SEAOC)

American Society of Civil Engineers (ASCE)

Past Vice-Chair of the California Building Standards Commission

Vice-Chari of the Division of the State Architect Access Advisory Board 1995 - 2000

Vice Chair of the International Accreditation Services (IAS)

Total Years of Experience
30+

Prior to joining Bureau Veritas, Isam served as Director of the Department of Building Inspection (DBI) in San Francisco, where he won support from the Mayor, the Board of Supervisors and building industry leaders who joined him in taking on numerous reform initiatives that made DBI more efficient and customer-responsive. Prior to that, Isam served as the Chief Building Official for the City of San Diego for over 5 years. Isam oversaw the permitting, plan review and inspection of numerous complex and interesting projects in the two cities, from the construction of Petco Baseball Ballpark to the expansion of the San Diego International airport and convention Center to the many high rise buildings and other large commercial and residential projects. In addition, he has been a very active participant in the code development process and training. Isam has served on numerous professional committees both in California and nationally. He served on the California Building Standards Commission for eight years and is currently the Vice Chair of the Board of Directors of the International Accreditation Services (IAS).

Select Project Experience

Chief Operating Officer
Code Compliance and Public Works Services
Bureau Veritas North America, Inc.
Manages a division with revenues exceeding $50 million and a staff of over 400 and offices throughout the U.S. Division provides local jurisdictions and agencies a comprehensive range of code compliance and engineering consulting services ranging from project management and construction management of public works projects, civil engineering design of storm and sanitary sewer systems, water utilities and roadways, and building department operations including plan review, inspection and permit processing services. Division provides code compliance services to building departments in over 200 cities and agencies throughout the country as well as a wide range of public works services. In addition, Division is an approved Certifying Body (CB) by the USGBC to provide LEED plan review.

Director/Chief Building Official
Department of Building Inspection
City and County of San Francisco, CA
Managed the Department of Building Inspection with a staff of over 300 and an operating budget exceeding $50 million. Responsible for the plan review and inspection process and code enforcement program for the city. As the Chief Building Official, led the adoption and local amendment process of the City's construction codes in compliance with state law, set technical policies and procedures for the application and enforcement of the City's codes, authored code interpretations and reviewed and acted upon numerous submitted requests for modifications or approvals of alternate materials and methods to prescriptive code requirements.

Patrick Field, Project Manager / Director of Operations

Education
B.A., Behavioral Science
M.B.A.

Registrations/Certifications
General Building Contractor (B) CA, # 954555
OSHA 10 Safety Training
Cal-Fire First Responder Training: Oil and Gas Pipeline

Professional Affiliations
US Department of Labor Occupational Safety and Health Administration

Total Years of Experience
20+

Patrick currently serves as the Director of Operations for the Bureau Veritas, Power & Utilities Business Unit. He has over 20 years of experience as a general contractor working on projects ranging from site development, fiber optic communication systems, residential community development, tenant improvements, quality assurance/quality control and energy efficiency projects including fuel cell technology, micro turbines, photovoltaic (PV), water reclamation systems, mechanical plant retrofit and retail, lifestyle and distribution centers. In addition, Patrick has focused on construction management with several years of training and practical application of all construction and engineering trades.

Select Project Experience

Director of Operations
Bureau Veritas North America, Inc.

Reports to the Chief Operations Officer (COO), responsibilities include evaluating day-to-day operational performance and recommending actions to the COO for improved performance for the Power & Utilities business unit. Provides guidance to operational and business development mangers. Monitors individual, project and group performance. Monitors the achievement of financial performance consistent with annual business plan. Provides knowledge and understanding of business practices and financial performance to key managers. Implements and administers financial, human resources and risk management policies, procedures and initiatives.

Vice President of Operations / RME
Aircon Energy, Inc.

Provided fleet, energy retrofit and Office of Statewide Health Planning and development construction management services, performed construction, business and sales operations functions as well as supervisory duties, provided high level customer service to a diverse audience, participated in labor collective bargaining negotiations, prepared and processed Government contract procurements. Actively involved in subcontract negotiations, organizational policy and procedures development, managed the mechanical service department, performed contract writing and negotiation, market research, utilizing spreadsheets, employee development and training, client relations, conflict resolutions and logistics. Financial responsibilities included managing accounts payable / accounts receivable, budget preparation, fiscal forecasting, analysis and auditing. Projects included engineering and installation of energy efficiency projects utilizing fuel cell technology, micro-turbines, PV, water reclamation systems and mechanical & electrical retrofits.

D. Allocation of Resources

Position	Plan
Building Official	Part Time Option to retain existing consultant building official Option to utilize cross-trained individuals to perform multiple duties
Building Inspector	Part Time / As Needed Option to retain existing consultant inspection staff Option to utilize cross-trained individuals to perform multiple duties
Plan Review	Outside plan review conducted in BVNA offices Option for in house plan review utilizing existing consultant staff Option to utilize cross-trained individuals to perform multiple duties
Permit Counter Support	Full Time Option to retain existing consultant permit support staff Option to utilize cross-trained individuals who can perform over the counter plan review and/or inspection services
CASp	As Needed Plan review or inspection services can be provided if needed for specific projects or for general consultation
Community Outreach	As Needed Option to retain existing consultant staff, if any Option to utilize BVNA in house staff to provide community outreach

BVNA is committed to providing the appropriate level of staffing to accomplish the tasks and goals of the Building & Safety Division while also continuing to provide the public a high level of customer service. Our management team will work with City leaders to determine the activity level of the department and assign the level of resources required to continue efficient operational activities. Should support levels require increase or decrease, BVNA is prepared to adjust assigned personnel in order to provide the City with cost effective, efficient, and superior service.

Additionally, BVNA will evaluate current operating procedures and work cooperatively with the City to improve efficiencies and reduce costs. Our team will also be able to implement processes and procedures if necessary.

E. Scope of Services

Building Official

BVNA proposes to provide a part-time building official to provide building department administration services to the City of Banning. Should the City request, BVNA can retain the current consultant building official or provide a new candidate. Additionally, BVNA can provide individuals who can fulfill the role of building official and be able to conduct inspections, over the counter plan review, and counter support services. This approach will save costs and provide flexibility to account for fluctuations in workload. BVNA's building official will oversee building inspections, code compliance, abatement, and will provide input on building-related matters including, but not limited to:

1. Quality control review of plans and inspections will be conducted.
2. Our building official will work with City leaders to provide code updates each cycle for Municipal Code adoption.
3. Resolution of resident inquiries and complaints will be handled by BVNA's building official or supervising inspector.
4. BVNA's team will provide Building Official Administration, processing of complex Building Code issues and dispute resolution.
5. Our proposed team will contribute the necessary resources to the configuration, implementation, and on-going support of an automated permitting system.
6. Reviewing discretionary applications for preliminary compliance with construction codes will be conducted.
7. BVNA's building official will coordinate with Code Enforcement regarding an aggressive abatement program.
8. BVNA will review and update the Building/Safety Procedures Manual.
9. Monthly reporting of Building and Safety activities as well as reports required for fee collection and other reports required by the State of California or other government agencies will be completed by BVNA.
10. Processing of Planning Commission & City Council staff reports related to Building & Safety items will be completed by BVNA's team.
11. BVNA will attend Planning Commission & City Council meetings as needed.
12. BVNA will provide emergency and after hours inspection and reports of damaged properties or structures.

Building & Safety Services

BVNA proposes to provide a qualified team of cross-trained individuals who can perform counter assistance, permitting and development activities, inspection, and public inquiries as needed throughout the course of regular working hours. Tasks include, but are not limited to:

1. BVNA will provide front counter support during normal City Hall hours (currently 7:00 am - 6:00 pm, Monday through Thursday). Should the City amend the regular office hours, BVNA can adjust to ensure the front counter is supported.
2. BVNA will provide building inspection services on an as-needed basis. Should the workload be high enough to require full time inspection services, BVNA will provide inspectors during the field hours of 7:30 am to 5:00 pm, Monday through Friday.
3. BVNA will provide permit processing services during normal City Hall hours (currently 7:00 am - 6:00 pm, Monday through Thursday). Should the City amend the regular office hours, BVNA can adjust to ensure the front counter is supported.
4. BVNA will provide plan review services for code, accessibility, grading, private infrastructure, BMP's, building, electrical, and plumbing, etc. Plan review services will be provided from BVNA offices unless prior arrangements are made with the City. At the option of the City, BVNA can retain existing consultant plan review staff or place in house plan reviewers with sufficient notification.

5. Plan review monitoring / permit issuance will be conducted for grading, building, electrical, mechanical, plumbing, etc.
6. Inspection services will be provided for code, accessibility, grading, erosion control, building, electrical, mechanical, plumbing, etc. Inspection services will be provided on an as needed basis. Should inspection activity necessitate a full time inspector(s), BVNA can increase staffing levels to continue providing exceptional customer service to the City's customers.
7. BVNA's team will handle resident inquiries and assist in resolving complaints.
8. BVNA's team will process public records requests as they pertain to Building & Safety operations.
9. Our team will review and update the Building / Safety Procedures Manual.
10. Permit issuance annual update reports will be sent to outside agencies by BVNA's team.
11. BVNA will provide assistance with construction and demolition debris recycling.
12. Building Code Abatement administration and inspection will be provided by BVNA.
13. BVNA will prepare for and participate in inter-departmental pre-development reviews and meetings. During the periodic meetings, cases are reviewed by members of the Planning, Building, Engineering, Fire, and Utility divisions of the City, as well as a Calfire representative, and comments are given to the applicant's project team.
14. BVNA's team will prepare statistical reports.
15. BVNA's team will maintain records, prepare documents for storage and/or imaging.

Service Delivery Time Frames

At your request, BVNA can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, we can use electronic submittals, phased submittals, conference calling, and videoconferencing.

BVNA has built long-term partnerships with agencies. We understand that accuracy, efficiency, and integrity in all aspects of professional services are required. Our team will maintain efficient turnaround times on all reviews as a key measurement of our performance for our plan review services. The following schedule is representative of the review times associated with the type of construction you can anticipate.

Typical turnaround times for building services are as follows:

Service	Time frame for delivery*	Expedited* (if applicable)
Major plan check	14 calendar days	10 calendar days
Subsequent plan checks	7 calendar days	5 calendar days
Minor plan checks and single story homeowner additions	3 days if submitted into plan check or over the counter during a designated time period each day	N/A
Building Inspection	The following working day if request is received before 2PM	N/A
Grading plan check	14 calendar days	10 calendar days
Subsequent grading plan checks	7 calendar days	5 calendar days
Grading Inspection	The following working day if request is received before 2PM	N/A
Assistance at the public counter	Immediate during City Hall Hours	N/A
Return of phone calls	By the end of the next business day	N/A
Monthly statistical accounting	Completed at the end of each month	N/A

*Turnaround times for unusually complex or large projects will be negotiated

BVNA will also accommodate preliminary reviews to facilitate fast tracked or accelerated projects. This will aid with timely turnaround and create good public relations. If applicants include designs that do not conform to the prescriptive requirements of the codes, the City's designee will have final approval over the plan being reviewed. Our staff will make recommendations for the resolution if requested. We are also available to meet with agency staff or others as needed to discuss our findings.

Included Duties, Responsibilities, and Information

BVNA will work diligently to perform other duties and follow-up tasks not specifically mentioned in the above sections. All personnel assigned by BVNA will engage in regular training to perform their assigned duties. BVNA will have at least one Certified Access Specialist (CASp) on staff. Our team will also be able to assist the City with any ISO audits that may arise during the contract term. BVNA will furnish at least two copies of the latest adopted building code for the City's use as well as ensuring BVNA staff have the appropriate codes, materials, and equipment necessary to perform their job tasks.

BVNA's assigned team will have exceptional customer service skills and will have experience managing multiple tasks, assignments, and responsibilities. Staff assigned to the City will be able to respond to emergency situations as well. Appropriate contact information will be provided to the City upon contract award and staff assignment.

Our project team will include at least one individual who will be able to utilize a City-provided scanner to scan copies of every plan in the catalog and attach the scanned files to the appropriate parcel in the land management software. Should the City desire, plans can be sent to BVNA offices and scanned utilizing company-owned large format scanners. Scanning of documents will be completed within the first two years of the contract. Additionally, BVNA will obtain electronic copies of "As-Built" plans at the completion of each project and will attach the electronic files to the parcel in accordance with the City's record retention policy.

Additional Programs

BVNA understands the City's desire to proactively approach code enforcement issues. As such, BVNA will be able to assist in providing community outreach services in order to work with residents and businesses to resolve, in advance, the filing of any code enforcement action. BVNA can provide an individual on an as needed basis to perform these duties, utilize staff during down times, or assign a person for at least 4 hours per day, 20 hours per week. Should code enforcement activity increase to a level requiring a full time community outreach coordinator, BVNA can adapt staffing levels to provide additional support.

F. Previous Relevant Projects and References

1. Similar Services

City of Corona

Building Plan Review and Inspection, and Building Department Services
Greg Reneau, Building Official
400 S. Vicentia Ave.
Corona, CA 92882
(951) 963-6003
gregr@ci.corona.ca.us
Dates of Service: 7/2010 - Present

BVNA is currently providing building plan check, inspection, and counter technician services for residential and commercial properties. We also provide on-site extension of staff as necessary, including a registered civil engineer to assist with an immediate need for building plan check.

City of Benicia

Building Official, Plan Review, and Inspection Services
Amy Million
250 East L Street, Benicia, CA 94510
(707) 746-4280
amillion@ci.benicia.ca.us
Dates of Service: 7/2012 - Present

BVNA was selected to provide part-time building official, as needed plan review, and as needed inspection services for the City of Benicia. Specific projects include:

- *Portside Condominiums Foundation Repair - Structural Plan Review*
- *Valero Crude by Rail - BVNA reviewed proposed project for code compliance*

Orange County Public Works

Building and Civil Engineering, Plan Review, and Inspection Services
Hadi Tabatabaee, Building Official
300 North Flower Street
Santa Ana, CA 92703
(714) 667-8843
hadi.tabatabaee@ocpw.ocgov.com
Dates of Service: 2012 - Present

Rancho Mission Viejo (The Ranch) Development Plan Check
BVNA is currently providing plan check and map check review of various projects and backbone infrastructure associated with Planning Area 1 of the Ranch Plan. The 23,000-acre development is composed of 6,000 buildable acres. Bureau Veritas staff review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval.

City of Costa Mesa

Plan Review, Inspection, and Permit Counter Services
Khanh Nguyen, Building Official
77 Fair Drive
Costa Mesa, CA 92626
(714) 754-5277
khanh.nguyen@costamesaca.gov
Dates of Service: Ongoing

BVNA has provided building plan check services for residential and commercial properties to the City of Costa Mesa for the past 8 years. We also provided counter technician services as on-site extension of staff. In addition we have placed a registered civil engineer to assist with all building plan check needs.

BVNA also provides third party plan review for projects in the City of Costa Mesa. Select projects include:

Tesla Tenant Improvement
Tesla's maintenance and repair facility as well as support offices were reviewed by BVNA. The project included a 1-story, 27,200 square foot building consisting of Occupancy Groups B and F, and Construction Type of IIIB, sprinklered.

City of Agoura Hills

Plan Review
Amir Hamidzadeh, PE, CBO, Building Official
30001 Ladyface Court
Agoura Hills, CA 91301
(818) 597-7334
ahamidzadeh@ci.agoura-hills.ca.us
Dates of Service: 2013 - Present

In 2013 BVNA was selected to provide building department plan review and inspection services for the City of Agoura Hills. Our team provides full plan review as well as discipline specific plan review for residential, commercial, and industrial projects. Some projects include:

Residential Room Conversion: This project converted an existing logia into a 207 square feet computer room.

29501 Canwood Street, Suite 212 TI Office and Storage Space (2013): Our reviewers provided the full review of this tenant improvement project. This project included 10,880 square feet on the 2nd floor and included 727 square feet of storage room space. Occupancy groups B / S-2, construction type VN/IB.

2. Terminated Contracts
BVNA has had no terminated contracts within the last five years.

G. Experience of Proposed Personnel

Robert Chang, P.E., C.B.O., Building Official and Plan Review Engineer

Education
M.S., Civil Engineering

Registrations/Certifications
Registered Professional Engineer:
CA, #32884

ICC Certified:
Building Official
Building Plans Examiner

Professional Affiliations
International Code Council (ICC)

American Society of Civil Engineers (ASCE)

Orange Empire Chapter of ICC/ICBO
Past President

Total Years of Experience
29+

Robert has 29 years of experience as a Building Official and Plan Check Engineer. In addition to his time working in a City building department, Robert served as president of the Orange Empire Chapter of the ICC (previously ICBO).

Select Project Experience

Building Official and Plan Review Engineer
Bureau Veritas North America, Inc.
2013 - Present
Provides plan review, inspection, and building official services for projects and clients throughout California.

Chief Building Official
City of Placentia
1985 - 2013
Plan, direct and coordinate the activities between the Engineering, Planning and Building departments. Set up systems, policies and procedures. Oversee and review daily construction issues. Prepare annual budget estimate including capital projects (seismic retrofit, new public and school buildings, etc), as well as federal and state grant applications. City and contract employees supervision.

Plan Check Engineer
City of Ontario
1984 - 1985
Plan check division supervisor, responsible for all residential, commercial and industrial building projects to comply with different state, local and other code requirements. Supervised and coordinated capital projects such as building repairs and renovations. Projects included: fire stations, library and city hall expansions.

Project Engineer
Central Consulting Engineering Services
1982 - 1984
Project engineer for residential, commercial and industrial buildings. Main duties included design grading and building plans, site-survey, drainage and soil analysis, specifications writing, on-site inspections, resolving daily construction problems, design and drafting group supervision, project computer programs writing, structural design and calculation analysis for different building design projects.

Kirk Miya, P.E., Plan Review Engineer

Education
B.S., Civil Engineering

Registrations/Certifications
Registered Professional Engineer:
CA, #33346

ICC Certified:
California Building Plans Examiner

Professional Affiliations
International Code Council (ICC)

Total Years of Experience
25+

Kirk has over 25 years of experience with structural engineering design, drafting, and plan review. He has reviewed documents for conformance with architectural, structural, and low-voltage electrical provisions of the California Building Code, the State Housing Law (CCR Title 25), referenced documents, and other applicable state and federal laws and regulations, as well as with local ordinances and rules.

Kirk is proficient in Microsoft Word, Excel, Enercalc, and STAAD, and is able to quickly learn new software, if needed. He is able to read and interpret construction plans, calculations, and other complex documents including design loads, stresses, etc. to approved proposed plans and provide letters of correction.

Select Project Experience

Plan Review Engineer
Bureau Veritas North America, Inc.
2013 - Present
Reviews plans for Orange County Rancho Mission Viejo, the City of Corona, and others. Sample projects include:

City of Corona
Main Street Metro Urban Development
Provided building plan review services for this new development in the City of Corona. Project includes 464 new one and two bedroom apartments, 77,000 sf of retail and restaurants, 683-1,280sf homes, two pools and spas, a dog park, and a sky deck with barbecue and bar area. Also reviewed parking structures A, B, and C for this project. Parking structure A is a five tier open parking garage spanning 112,740 square feet. Parking structure B is a four tier open parking garage consisting of 109,543 square feet of parking space and 8,997 square feet of assembly use on the top. Parking structure C is a five tier parking garage that includes 169,714 square feet of parking space.

City of Costa Mesa
Boathouse Collective - Third Party
Provided third party plan review services for The Boathouse Collective. An event space set amongst aged, corrugated metal buildings with exposed beams which reflects the early days of the Costa Mesa nautical industry.

Mohammad Heivand, P.E., Plan Review Engineer

Education
B.S., Civil Engineering

Registrations/Certifications

Registered Professional Engineer:
CA, # 38227

Total Years of Experience
35+

Mohammad has 35 years of experience as an engineer, with nearly 30 years as a plan review engineer. He consistently provides a high level of customer service, often going above and beyond what is expected. Has extensive experience with OSHPD 3 clinics in the City of San Diego.

Select Project Experience

Plan Review Engineer
Bureau Veritas North America, Inc.
2014 - Present
Reviews plans for jurisdictions throughout California and Nevada.

Provisional Associate Structural Engineer
Development Services Department
City of San Diego
2012 - 2014

Associate Structural Engineer
Development Services Department
City of San Diego
1985 - 2012
Reviewed proposed commercial and residential building designs to ensure compliance with legal requirements pertaining to structural strength, sound insulation, fire resistance, life safety, green code and disable access. This included tenant improvements for large-scale commercial buildings to ensure compliance with applicable codes. Reviewed all OSHPD 3 projects for various projects throughout the City in accordance with the California Building Code Section 1226 requirements for OSHPD 3 clinics.

Samples of projects reviewed included but were not limited to the following:

- Expansion of QUALCOMM Stadium, San Diego, CA
- Major renovations at San Diego International Airport including expansion of the west terminal and conversion of domestic gates into international gates. Major tenant improvement at Terminal 2 and Commuter Terminal.
- Omni Hotel at San Diego Ball Park, a 34 story high rise building.
- South Bay Water reclamation Plant, San Diego, CA
- Uniden Research and Development Center, a 25+ story high-rise building, San Diego, CA

Design Engineer
Private Sector
1979 - 1985
Participated in analysis and design of the Diablo Canyon Nuclear Plants units 1 and 2 for the annulus steel structure of the containment building. Assisted with engineering design of Hope Creek Generating Station units 1 and 2.

Alan Ho, S.E., LEED AP, Structural Plan Review Engineer

Education
M.S., Civil Engineering
B.S., Civil Engineering

Registrations/Certifications
Registered Professional Engineer:
CA, #42260
AR, #11916
TX, #94281
FL, #75895
Registered Structural Engineer:
CA, #3551
HI , #15497
NM, #21253
AZ, #52976
ID, #P-15068
NV, #012101
OR, #17442
UT, #828450-2203
WA , #49581
CO, #46332
LEED Accredited Professional
DSA Certified Structural Reviewer
DSA Certified Access Reviewer

Professional Affiliations
Institute of Electrical and Electronics Engineers (IEEE)
Division of the State Architect (DSA)
Green Building Certification Institute (GBCI)

Total Years of Experience
29+

Alan is a Senior Structural Engineer with over 29 years of experience in the engineering industry as a dually license professional engineer and structural engineer in over ten states. He has extensive experience providing complex structural plan check and review for numerous federal, prison and military buildings and is proficient in ETABS, SAP2000 and STAAD programming. Alan has building and safety experience for both public agencies and private entities. He is trained and certified in plan specific calculations, reviews and responses, designing and building water structures and bridges, construction and investigation reporting, along with LEED designing and consulting. Alan also has in depth experience reviewing power generation facility engineering documents, power plant facilities includes solar, wind, gas and hydro. Alan performs extensive structural reviews for superstructures, buildings, foundations, mechanical, electrical, tanks, platform, walkway bridges and stair structures. He is LEED Accredited Professional.

Select Project Experience

Sacramento Kings Arena Lateral Analysis
City of Sacramento, CA

Provided the lateral review of the new NBA multi-use arena. The new arena will seat 17,500 fans across 628,000 square feet and is valued at $477 million. The total space of the arena including parking, office space, restaurant, and sales office will be more than 1,000,000 square feet. The arena structure rises approximately 102 feet from the basement level to the top of the roof. The first 40 feet of the structure consists of rigid concrete shear wall with the remaining 62 feet being flexible steel brace frame. Utilizes RISA 3-D software to review the design modeling approach used for the lateral resisting system and verify that calculations are correct. Reviewed plans as they are revised to address any code issues that arise during the structural analysis.

Claybank Jail Plan Review
County of Solano

Provided Structural Plan Review of the Claybank Adult Detention Facility, which is a state of the art $82 million I-3 Condition 4,127,500 square foot detention building with housing for a maximum of 450 beds on two cell tier levels. Reviewed in conformance with the 2010 California Building, Electrical, Mechanical, Plumbing, Energy, and Green Building Codes. The facility consists of podular maximum security housing units operated at a central control, which utilizes modern electronic security systems and will offer more convenience to the public and inmates through the use of video visitation telecommunication equipment. The integrated building, houses a medical facility, administrative support services, vehicle sallyport, laundry and a central plant. This structure is a 127,800 square foot, two story building composed of steel framing, steel floor decking with concrete infill, steel roof decking and CMU interior and exterior walls.

Eric Rodriguez, S.E., Structural Plan Review Engineer

Education
B.S., Civil Engineering

Registrations/Certifications
Registered Structural Engineer:
CA, #4617
Registered Professional Engineer:
CA, #59757

Professional Affiliations
Structural Engineers Association of California (SEAOC)
International Code Council (ICC)

Total Years of Experience
15+

Eric has over 15 years of structural project engineering and design experience. This experience encompasses a variety of design projects involving power plants (fossil fuel, wind and solar), schools, health care facilities as well as industrial and commercial development. He has prepared and reviewed proposals, structural drawings as well as supporting calculations and specifications. He has also is experienced in providing various construction support services.

Select Project Experience

University of Nevada - Pennington Student Achievement Center

State of Nevada

Provided structural plan review services by the State of Nevada for the new University of Nevada, Reno Pennington Student Achievement Center project. The new facility consists of 70,600 square feet and will house the Writing Center, Math Center, Tutoring Center, Career Services, Advising Center, Student Veteran Affairs, Disabilities Resource Center, Counseling Services, Trio & McNair Scholars, and Student Faith Based Groups. Additionally, collaborative workspaces, computer workstations, and food services will be located in this facility.

Fresno Chevron Cogeneration Plant

Fresno, CA

Provided Structural Plan Review for co-gen plant. The project consists of four existing Heat Recovery Steam Generators (HRSG), one of which is being replace within the scope of this project. This new steam generator is being added to reduce the NOx to 2%. This new unit is slightly bigger than the unit it is replacing therefore the structural support will be new. The new unit will tie into the existing piping rack. There will be a new Motor Control Center (MCC) and new HRSG blowers. All work is being designed and constructed under California Building Codes (CBC) 2013 Edition and Fresno County "Code of Building Regulations".

Adam's East Solar

Fresno County, CA

Provided Structural Plan Review for the Adam's East Solar Project which was a 20 MW PV solar project. ICC Certified Inspectors were required to inspect the project during construction for compliance of approved plans, specification and codes. Verified through observation were special instructions as designated by the engineer and requirements were met (high –strength concrete, high-strength bolting, welding, and soil compaction per Geotechnical reports and plans). Foundation systems were verified and conformed to the approved plans. Installation of electrical systems to applicable codes and standards including NCSC and all UG electrical including cad-welds of grounding design, warning tape, AG conduit type, fence grounding, electrical terminations and identification. All systems were overseen during testing.

Thomas Trimberger, P.E., C.B.O., LEED AP, Mechanical Plan Review Engineer

Education
B.S., Mechanical Engineering
Certificate, Total Quality Management

Registrations/Certifications
Registered Mechanical Engineer:
CA, #26359
HI, #14267
AZ, #53868
ID, #15292
TX, #112316
NE, #44656
UT, #8440470-2202
WA, #49832
WY, #13798
FL, #75143
NV, #022094
OR, #87173
SD, #11506
NM, #21394
Registered Professional Engineer:
CO, #46838
MT, #28201

ICC Certified:
Building Plans Examiner
Mechanical Plans Examiner
Plumbing Inspector UPC
Certified Mechanical Code Official
Certified Building Official
Plumbing Plans Examiner
Certified Plumbing Code Official
Certified Mechanical Inspector UMC
Certified Plumbing Inspector
Mechanical Inspector

Build it Green Certified Green Building Professional
LEED Accredited Professional

Tom has more than 25 years in the building and safety industry. He has working knowledge of American National Institute (ANSI), American Petroleum Institute (API), American Society of Mechanical Engineers (ASME) (B31.1, B31.3, B31.8) and boiler and pressure vessel standards, American Society for Testing and Materials (ASTM), AWWA and American Welding Society (AWS) codes. He has experience with the AWS standards to verify appropriate welding procedures, inspection and testing, for structural steel and pipelines. Tom utilizes American Water Works Association (AWWA) standards on potable water supplies for everything from building water services to water treatment facilities, enforcing ASME standards for many piping systems in power plants and on gas transmission lines. His experience includes ANSI and ASTM standards to ensure that building and engineering projects are built to appropriate standards and verifying piping systems and components are built to appropriate API standards. Tom has also been involved with California Energy Commission (CEC) energy standards development for nine years. He is LEED AP certified, a certified Building and Green Building Professional. Tom has been training building officials for over 14 years.

Select Project Experience

Claybank Adult Detention Facility
County of Solano / URS Corporation
Performed plan review in conformance with the 2010 California Building, Electrical, Mechanical, Plumbing, Energy, and Green Building Codes. This structure is a 127,800 square foot, two story building composed of steel framing, steel floor decking with concrete infill, steel roof decking and CMU interior and exterior walls.

University of Nevada - Pennington Student Achievement Center
State of Nevada
Provides mechanical plan review services by the State of Nevada for the new University of Nevada, Reno Pennington Student Achievement Center project. The new facility consists of 70,600 square feet and will house the Writing Center, Math Center, Tutoring Center, Career Services, Advising Center, Student Veteran Affairs, Disabilities Resource Center, Counseling Services, Trio & McNair Scholars, and Student Faith Based Groups. Additionally, collaborative work spaces, computer workstations, and food services will be located in this facility.

Sikh Temple
County of Sutter
Plan review for mechanical, plumbing, green building and architectural fire and life safety for the 51,600 square foot Sikh Temple in Sutter County. Included in Buildings A and B are a mixed use assembly area, educational classrooms, office spaces, and residential and storage uses. Structure is concrete with straw bales.

Cristian Son P.E., Electrical Plan Review Engineer

Education
M.S. Electrical Engineering
Minor in Electro - Mechanical Applications

Registrations/Certifications
Registered Professional Engineer:
CO, #46648
NM, #21188
UT, #7994591-2202
Registered Electrical Engineer:
CA, #16910
AZ, #51091
HI, #14016 (TPR-052 Certified)
ID, #15242
NV, #21663
TX, #111129
WA, #49902

Professional Affiliations
Institute of Electrical and Electronics Engineers (IEEE)
National Council of Examiners for Engineering and Surveying (NCEES)
National Fire Protection Association (NFPA)
International Association of Electrical Inspectors (IAEI)

Total Years of Experience
22+

Cristian has over 22 years of experience as an Electrical Engineer performing highly advanced plan review of single and multi-story structures and commercial, industrial facilities, power plants energy storage facilities and has worked on property condition assessments.

His electrical expertise includes design, low and medium voltage, power, lighting, one line diagrams, load calculations, fire alarms, electrical rooms, and electrical specifications using AutoCAD. He performs plan and peer reviews for power plants includes solar, wind and gas. His experience in plan and peer review for commercial and industrial facilities include retail buildings, schools, hospitals, fast food restaurants, hotels, laboratories, storage buildings, temples, tenants improvements, oxidizers, wireless towers, oil refineries, data centers, and casinos for various agencies, organizations and local jurisdictions. Cristian analyzes complex electrical systems for cod and ordinance compliance using international, federal, and state regulations, codes, and standards, such as CEC, NEC, CBC, NFPA, NESC, ICC, IEC, BS, GO, and IEEE for his reviews.

Cristian also designed, built and maintained electrical schematics from PLC automated printers and high frequency welding rotary tables, boilers, SBM autoclaves, dryers trough complex packaging line that involve VFD motors, to heated seal/cut crimpers, box packaging lines, label printers and applications. He has designed, modernized and optimized supply distribution, control and photo voltaic systems, tested sensors, automated data acquisition devices and security systems, and has coordinated the development of prototypes, tests, and conducted lab and field measurements.

Select Project Experience

San Jose State University Campus Village / Health & Counseling Center
San Jose State University, CA
Provided review services to verify that the construction of this new, 192,895 square foot, 10-story structure is completed in substantial compliance with the approved plans and specifications, applicable building codes, and California State University specific standards and regulations.

California State University Cal Poly
San Luis Obispo, CA
Provided review services for the Student Housing South project which consists of seven, four and five story residential buildings which will house an additional 1,444 student beds, 29 Resident Advisor spaces, and 2 two bedroom apartments for professional staff. The total square footage is approximately 383,000. In addition to the housing structures, a welcome center and 483 structured parking spaces will be included totaling to approximately 154,000 square feet. The total project budget is approximately $165 million which includes all site development, site utilities, parking, ramps, sidewalks, curb cuts, landscaping, site lighting, and signage.

Steven Block, P.E., Electrical Plan Review Engineer

Education
B.S. Electrical Engineering
B.S. Physics

Registrations/Certifications
Registered Electrical Engineer:
CA, #14716
AZ, #30474
HI, #11776
NV, #012080

ICC Certified:
Electrical Plans Examiner

Professional Affiliations
Institute of Electrical and Electronics Engineers (IEEE)
International Code Council (ICC)

Total Years of Experience
20+

Steven has over 20 years of experience in the electrical engineering field. His expertise includes plan review for compliance with the National Electrical Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, OSHA and other applicable laws, ordinances, regulations and standards. Projects reviewed include commercial power plants, wastewater treatment plants, and cement plants, industrial and commercial buildings, parking structures, hotels and municipal utilities. Steven has designed and provided construction support for traffic signals, highway lighting, closed circuit television, traffic monitoring stations, maintenance stations and storm water pumping stations.

Select Project Experience

FBI Honolulu
Federal Bureau of Investigation
Project consisted of multi-story office space with backup generator and solar power.

Disney Hawaii
Disney
Project consisted of a resort facility containing a multi-story hotel, pools and beach front upgrades, with backup generators.

Verizon Cell Sites, Honolulu
Verizon
Projects consisted of new and upgraded cell phone sites with backup generators through the Honolulu area.

Distributed Energy Partners
Hawaii
This involved reviewing numerous photovoltaic generating facilities through the greater Honolulu area.

Ivanpah Solar Generating Station (ISEGS)
California Energy Commission (CEC) / BrightSource Energy
Performed electrical plan review for ISEGS, which is a 392 MW solar thermal power facility developed by BrightSource Energy. Utilizing BrightSource Energy efficient and environmentally responsible LPT 550 technology, the project combines innovative solar technology with conventional, off the shelf power components to produce clean, reliable power at scale.

Helen (Hui) Zhou, P.E., Plan Review Engineer

Education
M.S., Structural Engineering
B.S., Mechanical Engineering

Registrations/Certifications
Registered Professional Engineer:
CA, # 58333
MO, 2008006323

ICC Certified:
Building Plans Examiner

MO Emergency Management
S.A.V.E. Structural Inspector, #11359

Professional Affiliations
International Code Council (ICC)

Total Years of Experience
25+

Helen has more than 25 years of experience in the engineering industry providing plan review services for various jurisdictions and projects. She has extensive experience reviewing residential and commercial projects of all sizes and complexities.

Select Project Experience

Building Plans Examiner
Private Consulting, Mission Viejo, CA
2014
Completes building plan reviews for architectural, fire-life safety, structural, energy, green, grading, mechanical, plumbing, electrical and other codes of non-residential projects in the States of Nevada and California. Applicable codes include the 2013 CBC, 2009 and 2012 IBC.

Project Manager III / Building Plans Examiner
Highway and Public Works, St. Louis County, MO
2001 - 2014
Performed general building plan review and permit issuance for new construction, additions, and renovations per 2009 IBC, IRC, IEBC, IMC, IEC, and UPC. The role included case management of difficult situations to assist applicants getting their projects through the complicated permit processes including advisory of various codes and regulations. County of St. Louis Building and Safety, officially named Code Enforcement Division, under the Department of Public Works, serves over one million in population and for many municipalities, sets a high standard in providing excellent public services therefore all technical staff are required to serve at the Permit Counter and to interact with the public. Served as the supervisor of the Counter Services consists of three technical staff and four clerks for the most recent 7 years.

Structural Engineer Associate / Building Plan Review Engineer
Building and Safety, City of Los Angeles
1994 - 2000
Reviewed building plans for residential and commercial projects. Projects included new construction, retrofits, and remodels. Reviewed fire and life safety, structural, ADA, energy, and zoning compliance per California Building Codes and Los Angeles Building and Zoning Codes.

Project Engineer
Hart Consultant Group, Santa Monica, CA
1993 - 1994
Prepared structural/seismic risk analysis for major hospitals in Southern California after the Northridge Earthquake while a graduate student at UCLA Civil Engineering Department under Dr./Professor Gary Hart.

George Kellogg, P.E., C.B.O., Plan Review Engineer

Education
B.S., Civil Engineering
B.A., Geology

Registrations/Certifications
Registered Professional Engineer:
CA, #42367

ICC Certified:
Building Official
Plans Examiner

Professional Affiliations
International Code Council (ICC)
American Society of Civil Engineers (ASCE)

Sacramento Valley Association of Building Officials (SVABO)

Total Years of Experience
36+

George has over 36 years of professional engineering experience. He has technical expertise in commercial and residential land development, building code application, structural design, geotechnical investigation, construction administration, inspection and forensic engineering. George has been involved in code development at the nation and local level through committee work with the Sacramento Valley Association of Building Officials.

George has reviewed multiple OSHPD 3 buildings in the Placer County region. Experience includes diagnostic imaging center, clinical laboratory, infusion center and a shared laboratory.

Select Project Experience

Plan Review Engineer
Bureau Veritas North America, Inc.
2014 - Present
Provides plan review services for clients throughout California including the City of Sacramento, City of Newark and the County of Fresno among many others.

Manager of Building Services
City of Rocklin, CA
2013 - 2014
Planned, organized and directed the activities of the Building Division in the Community Development Department. Coordinated with other divisions, City departments, outside agencies and organizations. Provided complex staff assistance to the Director of Community Development and others. Planned, organized, supervised, and reviewed the work of assigned staff. In addition, received and checked plans and design documents for complex structures.

Plan Check Engineer
City of Rocklin, CA
2000 - 2013
Received and checked plans and design documents for complex structures, new and remodeled commercial, industrial and residential buildings to ensure compliance with governing codes, ordinances, and regulations. Assisted City inspectors and contractors, design professionals and the public regarding construction requirements.

Wendy Haggard, P.E., Plan Review Engineer

Education
M.S., Civil Engineering
B.S., Civil and Environmental Engineering

Registrations/Certifications
Registered Professional Engineer:
CA, #66422

Total Years of Experience
10+

Wendy has over 10 years of experience in the engineering field. She is knowledgeable in the areas of infrastructure development, sewer design, and roadway design.

Select Project Experience

Plan Review Engineer
Bureau Veritas North America, Inc.
2014 - Present
Provides plan review services for projects such as residential, commercial, industrial, infrastructure, development, grading, etc.

Civil Engineer
Private Sector
2001 - 2010
Provided staff augmentation for the City of Manteca. Duties included acting as project manager for the South Union / Atherton projects. Worked with a design firm and the City to complete the design of a roadway extension and widening project. Coordinated the bidding process, construction, supervised the inspectors, and processed all of the day-to-day activities. Assisted with the right-of-way process and led coordinated with PG&E, Verizon, and Caltrans.

Fire Station Development
Worked with an architectural firm and the City's fire department to design two fire stations; one a remodel of an existing office building involving seismic upgrades and the other is a brand new building. Coordinated with the departments within the City, the architect firm, as well as their sub consultants, and an electrical third party.

County of Sacramento's Sacramento Area Sewer District (SASD) [formerly known as County Sanitation District 1 (CSD-1)], Sacramento, California
Reviewed upcoming developments and determined how to provide service consistent with the SASD master plan. Reviewed all sewer studies for upcoming development. Attended coordination meetings with other agencies. Edited a procedures manual for SASD Development Services Section designed to aid in the transfer of personnel.

Plan Review
Reviewed plans of subdivisions and commercial projects for compliance with local standards. Worked with various agencies, mostly in the Northern California region.

Neil T. Tuong, E.I.T., Plans Examiner

Education
B.S., Civil Engineering

Registrations/Certifications
ICC Certified:
Building Plans Examiner

California Engineer in Training

Total Years of Experience
18+

Neil has over 18 years of experience providing plan reviews of building structures of all construction types for code compliance based in CBC, CPC, CMC, CEC, and T-24 Energy Standards. His expertise spans across commercial and residential building structures and includes structural design of tilt-up concrete warehouses/office buildings, masonry buildings, and Type V wood frame buildings. Neil is experienced in Microsoft products, AutoCAD, Enercalc, StruCalc, and Risa.

Select Project Experience

Plan Check Engineer
Private Consulting
1999 - Present
General building and safety contractor.

Plan Check Engineer
Provided plan review services for contract cities. Duties included:

- Review of plans and specifications for the construction, alteration and repair of commercial, residential, and industrial buildings and structures to ensure that plans meet the requirements of applicable building, mechanical, plumbing, fire, and electrical codes.
- Expertise with many years of experience reviewing plumbing, mechanical, and electrical plans for large commercial buildings.
- Providing technical assistance to engineers, architects, contractors, other city personnel and the public.
- Interpreting and explaining requirements and restrictions relative to building code, T-24 Energy Standards, ordinances, regulations, policies, and procedures.
- Providing over the counter plan reviews at contract cities.

Notable Projects

- Large unit of three story townhouses/condominiums with subterranean garages in the City of Pasadena.
- A two story medical laboratory building for the City of Corona.
- Commercial new construction and additions throughout jurisdictions in Southern California.
- Large custom homes with over 10,000 square feet for the Cities of Dana Point, Anaheim, Corona, Riverside, etc.
- Large tract homes in many jurisdictions such as Los Angeles, Riverside, and Orange Counties.
- Large warehouses and telecommunication towers throughout jurisdictions in Southern California.
- New auto repair garages and fast food restaurants throughout jurisdictions in Southern California.

Dan Larsen, C.A.Sp., Plans Examiner

Education
A.S., Engineering and Math

Registrations/Certifications
ICC Certified:
Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner

DSA Certified Access Specialist
#CASp-012

Professional Affiliations
International Code Council (ICC)

Sacramento Valley Association of Building Officials (SVABO)
Past President
Past Chairman of Code Review & Development Committee

California Building Officials Association (CALBO)
Past Chairman of Accessibility Compliance Committee
Code Review Committee
CTI Instructor for Disabled Access

Total Years of Experience
30+

Dan has over 30 years of experience in performing structural plan reviews for commercial, residential, and industrial projects. He has also extensive experience in building inspection and the construction trades.

Select Project Experience

Plans Examiner
Bureau Veritas North America, Inc.
Performing fire and life safety and disabled access plan reviews of commercial and industrial projects in addition to complete plan reviews of residential dwellings. Providing ADA / T-24 Disabled Access surveys for the City of Palm Desert, County of Marin, CalPers Retirement Facility, and City of West Sacramento.

Small Business Owner / Self Employed
Consulting and Inspection Services
Provided ADA and California T-24 Accessibility surveys to local architectural firms and business owners to comply with Federal ADA access regulations. The majority of the surveys provided have been to various State of California agencies that occupy privately owned buildings within the Cities and Counties of California.

Instructor
Cosumnes River College
Duties included developing the class material for the introduction to the 2006 International Building Code; fire and life safety and providing part time instruction for California Disabled Access for the Careers and Technology Program at the college.

Supervising Structural Inspector
Plan Review and Field Inspections, Sacramento County, CA
Under the direction of the Chief Building Official, supervised commercial and residential plan review, the plan submittal process, and provided plan check service for interior alterations, additions, and tenant improvements for single and multiple family residences and commercial properties. Duties included the training of our plan review staff and field inspectors on Sacramento County policies, plan check procedures, disabled access regulations, historical buildings and the Uniform Codes.

David Gavranich, E.I.T., Plans Examiner

Education
B.S., Civil Engineering

Registrations/Certifications
ICC Certified:
Building Plans Examiner
CAL Green Plans Examiner

California Engineer in Training

Professional Affiliations
Structural Engineers Association of Northern California (SEAONC)

Total Years of Experience
15+

David has over 15 years of experience providing structural reviews to a large number of jurisdictions in Arizona, California and Washington State. He is an Engineer In Training and is an ICC Certified Plans Examiner.

Select Project Experience

Plans Examiner

Bureau Veritas North America, Inc.

2007 - Present

Responsible for providing structural plan review for commercial structural building plans and structural calculations for compliance with the International and California Building Codes. Types of buildings reviewed include single and multi-story wood, concrete tilt-up, CMU, steel, and pre-manufactured steel buildings. Conducts plan reviews for power and energy projects for compliance with the California Building Code.

(N) Tilt-up Warehouse/Office Building

Yuba City, CA

Provided structural plan review for the new tilt-up warehouse/ office building which is a one story concrete tilt-up structure intended for warehouse and office use. The building contains a 14,249 square foot warehouse space and 4,720 square foot office space constructed of tilt-up concrete panels and open web steel roof joists.

Martis Camp Golf Lodge

Town of Truckee, CA

The Lodge is a three story, 60,388 square feet structure that contains various amenities including men's and women's locker rooms. The challenging foundation was built on a sloping site that consisted of rock. Since the rock was difficult to excavate in multiple areas, many foundations and retaining walls required doweling and pinning into the rock. Review of precast planks, roof and floor trusses, SSI joist premanufactured roof trusses.

Carnegie Arts Center

City of Turlock, CA

Provided structural plan review for the Carnegie Arts Center which is a remodel of an existing concrete building and a two story addition to the existing building. This building contains 19,230 square feet of assembly/office/ mercantile and storage areas. The remodel portion of the project included a vertical and seismic upgrade of the existing structure to bring it up to current code standards.

Rick Mauldin, Plans Examiner

Registrations/Certifications

ICC Certified:
Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
California Building Plans Examiner
California Combination Inspector
California Commercial Building Inspector
California Commercial Electrical Inspector
California Commercial Mechanical Inspector
California Commercial Plumbing Inspector
California Residential Building Inspector
California Residential Electrical Inspector
California Residential Mechanical Inspector
California Residential Plumbing Inspector
Combination Inspector
Commercial Building Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Inspector
Mechanical Inspector
Plumbing Inspector
Residential Building Inspector
Residential Electrical Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector

IAPMO:
Plumbing Inspector
Mechanical Inspector

Professional Affiliations

International Code Council (ICC)

Total Years of Experience

35+

Rick is a skilled plans examiner and inspector for major multi-discipline and multi-level building projects, known for providing inclusive plan examinations and support to fellow coworkers and various jurisdictional building staff. As a building official, senior plans examiner and senior inspector, Rick has 37 years of management, inspection, contracting, building inspection, and building code compliance review experience, including experience with both a city agency and the private sector. He has completed complex reviews of a variety of projects including fire stations, indoor and outdoor malls, multi-story parking structures, hotels and motels, various cellular towers, electrical distribution systems, photo voltaic systems, mechanical systems, plumbing systems, multi-level commercial establishments, various restaurants and fast food buildings, medical and dental offices, commercial swimming pools, mixed use occupancy buildings, multi-family buildings, single and multi-level single-family dwellings and site civil review for site accessibility access. He is also extremely organized and professional when managing several large projects and working with clients.

Select Project Experience

Building Plans Examiner
Bureau Veritas North America, Inc.
2011 - Present
Senior plans examiner responsible for residential, commercial, and industrial plan review of projects throughout California, Washington and Arizona. Specific projects include:

City of Roseville, CA
Provides plan review services to the City of Roseville. Projects include:

- Fiddyment Ranch plans 2,3,4,5,6
- Diamond Creek
- Sierra New Town Homes
- Sammy's Rockin Bar and Grill
- Town Square, tenant improvement
- The Club - Del Webb
- JMC Homes 2010 code updates
- Verrado at Diamond Creek
- Custom Homes at Whispering Canyon
- Civic Plaza revisions
- Department of Motor Vehicles
- Kiddie Academy
- Taylor Crossing
- Pearl Creek Apartments

Charles (Chuck) Zimmermann, Plans Examiner and Inspector

Education
Certificate, Construction Management

Registrations/Certifications
ICC Certified:
CA Commercial Building Inspector
CA Commercial Electrical Inspector
CA Commercial Mechanical Inspector
CA Commercial Plumbing Inspector
Commercial Building Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Mechanical Inspector CMC
Mechanical Inspector UMC
Plumbing Inspector CPC
Plumbing Inspector UPC
Residential Combination Inspector

DSA Inspector Class 3

IAPMO Certified:
Plumbing Inspector
Mechanical Inspector

CACEO Advanced Code Enforcement Officer

ARC-PSTC:
Advanced Code Enforcement Officer
ARC-PSTC PC-832

ACI Concrete Field Testing Technician Grade 1

OSHA 510 Certified
OSHA 29 Permit & Non-Permit Confined Space Entry

C4 Hazwoper Supervisor Certified

Chuck is a seasoned professional with over 25 years of experience in the construction industry and 14 years of oversight, inspections, and management experience. Chuck is ICC certified as a combination commercial building inspector, project inspector, quality control manager, construction manager, and code enforcement officer. Chuck has the hands-on experience needed to be familiar with the inner-workings and materials of residential and commercial construction. He also has the mental acuity to visualize the one-dimensional paper plan as a pre-construction project. Highly motivated, organized, detail oriented, and driven to ensure the safe, timely completion of projects during the construction process.

Select Project Experience

Plans Examiner and Inspector
Bureau Veritas North America, Inc.
2013 - Present
Provides plan review and inspection services for jurisdictions in the Northern California area. Has reviewed plans for multiple jurisdictions for projects such as single-family residential, multi-family residential, commercial tenant improvements, light industrial, etc. Additionally provided fill-in inspection services during periods of high activity.

Sample projects completed with BVNA include:

San Jose State University Campus Village Phase II Inspector of Record
BVNA was recently selected to provide Inspector of Record (IOR) services for the Campus Village Phase 2 project. BVNA's IOR will verify that the construction of this new, 192,895 square foot, 10 story structure is completed in substantial compliance with the approved plans and specifications, applicable building codes, and CSU specific standards and regulations.

City of Sacramento
- Alhambra Immunization
- A&B Asphalt Sealing
- Northwest Land Park
- Sutter Health
- Sacramento School of Architecture

City of Roseville
- Diamond Creek
- Taylor Crossing
- Pearl Creek Carports
- Pearl Creek Community Building
- Vista Ridge
- Paseo Del Norte
- Roseville Civic Plaza

Rhonda Gannon, C.B.O., Plans Examiner and Inspector

Education

B.S., Health, Physical Education, and Recreation

Coursework for Construction Management / Building Inspection Technology

Registrations/Certifications

ICC Certified:

Accessibility Inspector/Plans Examiner

Building Inspector

Building Inspector CBC

Building Plans Examiner

Building Plans Examiner CBC

Mechanical Inspector

Mechanical Inspector CMC

Mechanical Inspector UMC

CABO Certified Building Official

CABO Certified Design Professional

California Contractor's License

Professional Affiliations

International Code Council (ICC)

Total Years of Experience

30+

Rhonda has over 30 years of experience in the construction field. She has worked both as a building inspector and plan reviewer and is familiar and knowledgeable in all facets of the building code. She has worked extensively with Environmental Architect Daniel B-H Liebermann as well as having completed the construction of a new California craftsman-style home in the Historic District of Folsom. Rhonda has exceptional customer service and comprehensive skills to oversee and manage projects. She is pursuing her building official certification.

Select Project Experience

Inspector/Plans Examiner

Bureau Veritas North America, Inc.

2012 - Present

Reviews plans for various projects for all non-structural components. Commercial and residential projects include:

Town of Loomis

Provides chief inspector, building official, plan review, and code enforcement services for the Town. Provided plan review and inspection services for Sierra de Montserrat, a new residential community in the Town. This development includes 62 homesites located on 322 acres of foothills in Placer County. Additional projects include:

- Veterinarian Hospital Remodel and Addition
- Industrial Park Tenant Improvements

City of Sacramento

- Oscar's Very Mexican food
- Broadway Triangle CD-2
- Capital City Distribution
- Commercial tenant improvement
- Molina Medical
- Life Center, birthing center
- Jackson Lab
- CHP headquarter data center mechanical
- Footlocker
- Pointe West real estate
- Oak Pointe Apartments

City of Rancho Cordova

- Inspection and plan review services

City of Napa

- Inspection services

City of Vallejo

- Plan review services

Ralph Garcia, C.B.O., Plans Examiner

Education
A.A., Applied Science (in progress)
Four Year Apprenticeship Program

Registrations/Certifications
ICC Certified:
Certified Building Official
Certified Electrical Code Official
Commercial Electrical Inspector
Electrical Plans Examiner
Residential Electrical Inspector

IAEI Certified:
Electrical Inspector; Plan Review
Electrical Inspector; General
Electrical Inspector; One and Two Family Dwelling

Linux Professional Institute - Level 1 Systems Administration Certified

Certified Microsoft Product Specialist

CompTIA A+ Certificated

Microsoft Certified Professional

Professional Affiliations
International Association of Electrical Inspectors (IAEI)

International Code Council (ICC)

Total Years of Experience
40+

Ralph has more than 40 years of experience in the building safety and electrical industries. He has extensive management and supervisory experience as well as technical knowledge of the building and electrical codes. He has experience teaching courses for the International Association of Electrical Inspectors and received the City of Phoenix Excellence Award in 2011 for his work with the Unpermitted Construction Inspection Group.

Select Project Experience

Business Development Manager
Bureau Veritas North America, Inc.
2014 - 2015
Provides business development and management services for the Phoenix, AZ office of BVNA. Works with local clients to provide appropriate plan review and inspection services.

AFP Supervisor
City of Phoenix
2012 - 2014
Implemented a policy of checks and balances to help change the culture in the AFP team to one of accountability. Revised Performance Management Guide procedures to better assist staff in meeting duties and goals. Improved and streamlined AFP plan login procedure. Implemented records retention process. Revised plan routing process to mirror standard Planning and Development procedures. Implemented use of contract inspectors to support staff when workload increased due to staff shortages and for large projects. Hired and trained new electrical inspections field supervisor and new communications supervisor. Helped implement the use of smart phone technology. Worked with the elevator inspections group to streamline hiring process and improve data input procedures. Worked with the communications supervisor to improve morale in the communications group, which improved attendance and customer service. Supported the field supervisors who volunteered to create and present training for the Planning and Development department inspectors. Other positions held include:

Interim AFP Supervisor - 2011 - 2012
Electrical Inspections Field Supervisor, AFP - 2006 - 2012
Electrical Plans Examiner II - 1996 - 2006
Electrical Inspector II - 1995 - 1996
Electrical Inspector I - 1993 - 1995
General Inspector - 1993
Electrician with Public Works Department - 1991 - 1993

Tom Radford, Plans Examiner and Inspector

Education
Certificate, Construction Management

Registrations/Certifications
ICC Certified:
Building Inspector
Building Plans Examiner
Mechanical Inspector
Plumbing Inspector
Plumbing Inspector UPC

Professional Affiliations
International Code Council (ICC)

Northwest Washington Chapter of the ICC
Past President

Central Arizona Chapter of the ICC

Total Years of Experience
30+

Tom has more than 30 years of experience in the construction industry with more than 15 of those years being in a building department providing plan review and inspection services. He is experienced in reviewing and inspecting residential, commercial, and industrial projects for compliance with the International Codes and Washington State specific codes. He is able to effectively communicate with professionals in the construction industry as well as working with the general public to explain code requirements and processes.

Select Project Experience

Plans Examiner II
City of Kirkland
2006 - 2014
Review and comment on permit applications. Building life safety and structural, mechanical, plumbing and energy reviews of a various type projects. Size ranges from tenant improvements and single family homes through $20,000,000 schools and mixed use buildings.

Senior Code Specialist
City of Kirkland
2001 - 2006
Primary responsibilities were reviewing construction plans to ensure compliance with City ordinances, and state and national regulations, including the Uniform Building Code, International Building, Residential, Mechanical, Fire, Fuel Gas, and Uniform Plumbing Codes. Reviewed plans for compliance with the Washington State Energy Code, Washington State Ventilation and Air Quality Code, and the Uniform Sign Code. Administered City's third party review of single family homes. On an as-needed basis conducted field inspections for compliance with the approved plans. Code compliance responsibilities include investigating complaints, including Kirkland Municipal Code, landlord/tenant, occupancy violations, work without permits and follow through with appropriate actions,

Senior Building Inspector
City of Kirkland
2000 - 2001
Acted as senior building inspector. Examined plans and inspected permitted projects.

Plans Examiner
City of Kirkland
2000
Temporarily assigned to review plans. Provided comments on needed changes and issued permits.

Peter Johnson, C.B.O., Building Official, Plans Examiner, and Inspector

Registrations/Certifications

ICC Certified:

Building Inspector
Building Plans Examiner
Building Official
Combination Inspector
Combination Inspector - Legacy
Electrical Inspector
Mechanical Inspector
Plumbing Inspector

Professional Affiliations

International Code Council (ICC)

Total Years of Experience

20+

Peter has over 20 years of experience in the building safety industry. Having started as a building inspector and working his way up to plan review and Chief Building Official, Peter has developed the skills and knowledge needed to be successful when working with customers, coworkers, contractors, and designers. He has utilized his knowledge on projects requiring a broad range of expertise and can provide a wide range of services for all project types.

Select Project Experience

Plans Examiner / Building Inspector

Bureau Veritas North America, Inc.

2013 - Present

Plans examiner and inspector for BVNA located in Phoenix, Arizona. Projects include in-house residential plan review for the City of Phoenix on an as-needed basis.

Chief Building Official

Mountain Village, CO

2011 - 2012

Responsibilities included providing high quality customer service through the administration of all services of the Community Development Department, performing and supervising the acceptance of submittals, plan reviews, permit issuance and combination inspections, being proactive in both maintenance (adoption, amendments and interpretations) and the enforcement (collaboration and education) of all town codes related to responsibilities. Played a vital role in the development and implementation the official policies and procedures and forms for the Division of Building Safety.

Chief Building Official

Fountain Hills, AZ

2002 - 2011

Served as department head, supervised employees. Participated in budgeting, code interpretations, review of construction plans, preformed on site inspections and provided training for building inspectors, plan reviewers and permit technicians. Collaborated with various professionals, other regulatory agencies, the public and other staff. Such responsibilities required a good organizational, supervisory, administrative and interpersonal set of skills. Balanced various responsibilities and activities using excellent priority and time management skills, in addition to multi tasking skills.

David Simons, Jr., Plans Examiner and Inspector

Education
A.A., Building Safety and Construction Technology

Registrations/Certifications
ICC Certified:
Building Inspector
Commercial Mechanical Inspector
Plumbing Inspector
Plumbing Inspector UPC
Residential Electrical Inspector
Residential Mechanical Inspector

Professional Affiliations
International Code Council (ICC)

Total Years of Experience
10+

David has over 10 years of experience as a plan reviewer and inspector with jurisdictions and private firms. He offers solutions that will help contractors or homeowners meet the requirements of locally adopted code when problems arise. David has extensive knowledge of building, electrical, mechanical and plumbing codes, both residential and commercial.

Select Project Experience

Plans Examiner and Inspector
Bureau Veritas North America, Inc.
2013 - Present
Provides plan review and inspection services for jurisdictions throughout Arizona. Some projects include:

City of Phoenix
Provides in house plan review services for the City of Phoenix on an as-needed basis.

Building Services Inspector/Code Consultant
Private Sector, Fort Collins, CO
2013 - 2014
Provided inspection and plan review of commercial and residential projects. Enforced Larimer County land use and other code compliance ordinances. Worked with building officials, architects, engineers and builders from Larimer County to adopt 2012 codes with amendments.

Inspector
Private Sector, Florence, MT
2009 - 2013
Provided third party inspections, plan review, home inspections, and plan design. Provided inspections and plan review of residential and commercial projects for contractors and homeowners when requested. Inspection with written documentation of residential homes prior to purchase. Completed plans with all prevalent information needed to acquire permits, structural design based on prescriptive methods in codes as adopted per community.

Combination Inspector / Plans Examiner
Private Sector, Missoula, MT
2006 - 2009
Provided inspection and plan review of residential and commercial projects built within Missoula County. Inspection and plan review included building, electrical, mechanical and plumbing requirements as required per the adopted codes and state ARMs.

Bill Bixby, P.E., Civil Plan Review Engineer

Education
M.S., Civil Engineering
B.S., Geotechnical Engineering

Registrations/Certifications
Registered Professional Engineer:
CA, #48819

Professional Affiliations
American Public Works Association (APWA)

International Erosion Control Association (IECA)

Total Years of Experience
30+

Over the past 30 years, Bill has provided plan check services to over 20 public agencies for plans ranging in size from small single family residence grading plans to large infrastructure facilities generated by master planned communities. He has reviewed hydrology studies, hydraulic calculations, storm drain improvements, street improvements, and grading plans to verify that plans conform with agency ordinances, standards, and conditions of approval and meet safety, constructability, and maintainability requirements. In implementing plan check services, Bill often creates and implements custom plan review checklists and processes to easily identify whether projects conform to applicable standards. Bill is knowledgeable in the use of various hydrology and hydraulic computer programs, including advanced engineering software's hydrology program, Los Angeles County's WSPG program, HEC-1, HEC-RAS, Civil-CAD, Civil-D, and various hydrograph routing programs. Bill has co-authored and published articles in the Transportation Research Record for the National Research Council, Transportation Research Board and in Geotechnical Engineering Case Histories in San Diego County on seepage characteristics of embankments.

Select Project Experience

Plan Check Review

Cities of Murrieta, Indio, Palm Springs, Indian Wells, Canyon Lake, La Quinta, Carlsbad, Oceanside, Poway, Pomona, Brentwood, Campbell, South Gate, Costa Mesa and Yorba Linda, CA

Performed plan checks for on-site commercial development, street improvements, storm drain facilities, single-family residence grading plans, and infrastructure redevelopment projects as well as the accompanying hydrology and hydraulic reports for conformance to Riverside County Flood Control and Water Conservation District requirements. For the City of Murrieta, reviewed environmental documents and reports related to grading, erosion control, and improvements within 250 acre Copper Canyon, Greer Ranch, Murrieta Oaks, and Murrieta Highlands Specific Plans, all of which included multiple detention facilities. Reviewed portions of the master drainage plan lines D and D-1 in vicinity of Jefferson Avenue.

Grading Plan Review

City of Murrieta, CA

Initiated policies and procedures for the transition of development cases from Riverside County to the City when the City first incorporated. Instrumental in writing the City's Grading Code and Manual. Processed final maps and plans for issuance of permits and recordation including coordination with other agencies and processing of fees, bonds, and agreements.

Monte Bowers, P.E., Civil Plan Review Engineer

Education
B.S., Civil Engineering

Registrations/Certifications
Registered Professional Engineer:
CA, #26493

Total Years of Experience
35+

Monte has more than 35 years of civil engineering experience, including plan check, design, and project management related to street and highway projects, mass and site grading, drainage, utilities, and right-of-way documents for municipal agencies. He has performed all aspects of the plan check process, including coordinating between developers and client cities, attending meetings with client staff, tracking the plan check process, and coordinating a team of plan check professionals while serving as the ultimate point of contact for his municipal clients.

Select Project Experience

Claybank Jail

Solano County, CA

Performed review of grading, site improvement, and wet utility plans for a 362 bed, maximum security, $89 million jail in the City of Fairfield.

Sunrise Powerlink

San Diego Gas & Electric

Quality Assurance/Quality Control Reviewer responsible for technical review and coordination of plans for the SDG&E Sunrise Powerlink project to increase power supply and options for the San Diego area. Reviews access road and maintenance pad grading and drainage plans for each transmission tower and the coordination and compliance with SDG&E's requirements and design standards. Reviews also included EIR/EIS compliance, right of way restrictions and erosion control coordination. Also tracked the status of all plans from initial to final stage including construction changes.

Plan Review

Riverside County Transportation Department

Plan reviewer providing reviews for subdivision improvements and commercial/industrial site plans. Reviews included coordination of plans with other County departments, engineers of work, and developers and meeting with them early in the process to ensure timely reviews. Also has reviewed storm drain plans in the Coachella Valley. Responsibilities have included ensuring that all plan review comments were in compliance with County standards and conditions of approval, reviewing capital improvement projects, on-site paving and grading plans, public improvement plans and easements for County maintained improvements, and tracking the status of all plans from initial to final review.

John Che, P.E., Q.S.D./Q.S.P., Civil Plan Review Engineer

Education
B.S., Civil Engineering

Registrations/Certifications
Registered Professional Engineer:
CA, #51393

CASQA Certified:
QSD and QSP #24550

Total Years of Experience
21+

John has over 21 years of experience in the field of civil and construction management. He is experienced in hydrology/hydraulic studies and permit submittals, grading, drainage design, specifications and estimates, retaining wall design, street improvement designs, EIR and EIS document preparation, traffic design, construction management, and other related work including right-of-way acquisition, construction staging, demolition plans and various public work design. John is responsible for supporting the Municipal Permit Compliance Program for various public agencies and has an in-depth understanding of working with city staff and public works field staff in developing programs to comply with the Municipal Permit reporting requirements. He is skilled in the use of a multitude of hydrology/hydraulics programs including Microstation StormCAD, TR-55, HEC-RAS, WSPG, AES, and HydroFlow.

Select Project Experience

Civil Plan Review Engineer

10th Street Gap Widening

City of Lancaster

Responsible for preparing final PS&E and hydrology and hydraulic report of the .9 mile stretch roadway improvement project for City of Lancaster. Prepared H&H report and drainage layout design. Project experience includes the 10th Street Design Services.

Bear Valley Parkway

County of San Diego

Responsible for preparing final PS&E and hydrology and hydraulic report of the three mile stretch roadway improvement project for county of San Diego. Prepared H&H report and drainage layout design.

Photovoltaic Plan Review

City of Corona

Plan check review of both residential and commercial photovoltaic plan submittals for City of Corona. Verified that plans and attachments were in code compliance per California Electrical and California Building Code. Reviewed structural and electrical calculations; verified component models and specifications; determined that design complied with regulations and ordinances specified by guidelines of the City and the fire department.

NPDES Inspection

Laguna Hills, CA

Project Manager duties include QA/QC inspections, meet with HOA board members, business owners and Property managers to discuss BMPs and resolve violations found from inspections, follow up with City engineers. Inspection performed City wide per city's Implementation Plan for commercial facilities and HOA properties for storm water quality program.

Steven W. Beswick, P.E., Civil Plan Review Engineer

Education
B.S., Civil Engineering

Resident Engineers Academy

Registrations/Certifications
Registered Professional Engineer:
CA, #41786

Caltrans Resident Engineer

Professional Affiliations
Caltrans

Total Years of Experience
26+

Steven has more than 26 years experience in Southern California in public and private sectors of civil engineering, with 17 of those years with the City of Temecula and nine years with private civil and structural engineering design firms in San Diego, Orange, and Ventura Counties.

Select Project Experience

Plan Review Engineer
Bureau Veritas North America, Inc.
2013 - Present
Reviews street, grading, storm drain, utility, water quality management, and other plans and documents for public works projects. Some specific projects include:

City of Irvine
Provides in-house grading plan review for street, storm drain, grading, park, and redevelopment projects. Coordinates with other City departments to expedite plan reviews.

City of Lake Elsinore
- Terracina
- Summerly Tract
- Outlet Center Site Improvement
- Meadow Ridge
- Thermal Electronics Expansion

City of National City
Provided construction inspection of pedestrian crossing locations.

Associate Engineer
City of Temecula, CA
Reviewed street, grading, storm drain, and utility plans for public works projects. Prepared/reviewed maps, deeds, and legal descriptions for land acquisition and easements. Participated and developed project requirements and task lists. Prepared requests for proposal for professional services, reviewed responses and assisted in consultant selection process. Prepared professional services contracts and corresponding scopes of work. Prepared/ reviewed preliminary estimates of project costs and assisted with identifying funding sources. Reviewed WQMP and SWPPP documents for conformance with the state and regional water boards. Ensured timely processing of CEQA and NEPA environmental clearances and resource agency permits. Assisted in the inspection of capital improvement projects. Construction management included: public bidding, contract administration, pre-construction conferences, negotiate contract change orders, processing of contractor invoices, and project acceptance.

Michael Middleton, P.E., Civil Plan Review Engineer

Education
B.S., Civil Engineering

Registrations/Certifications
Registered Professional Engineer:
CA, #29485
WA, #21342
HI, #7194

Professional Affiliations
American Public Works Association (APWA)

California Land Surveyor's Association

Total Years of Experience
25+

Michael has over 25 years of professional engineering experience. He has technical expertise in commercial and residential land development, municipal capital improvement projects, municipal review and staff services, and marine engineering and waterfront development.

Select Project Experience

Building Permit / Improvement Plan Review Services

Bureau Veritas North America, Inc.

Provides civil review services for both public works and building permits for jurisdictions throughout California. Services included review for conformance to the California building code, NPDES permit / Clean Water Act requirements, and local requirements and standards.

City Surveyor / Map Review Services

Reviews subdivision maps for conformance with the California Subdivision Map Act, Land Surveyor's Act, and local ordinances throughout California. Presently serves as City surveyor for the Cities of Menlo Park, East Palo Alto, Soledad, and Fairfield.

Building Review

City of Menlo Park

Provides civil building permit review for compliance with California building code, the City's Water Efficient Landscape Ordinance, and NPDES clean water requirements. Both residential and commercial projects are reviewed, including the 57 acre, 1 million square foot Facebook East Campus, and the new 22 acre Facebook West Campus with a 500,000 square foot office building featuring underground parking and a green roof. Also, improvements to Facebook East Campus parking.

Projects include:

- Live Oak Avenue parcel map
- North Lemon Avenue parcel map
- Willow Road - grading plans and landscape plans
- Middlefield Road - grading plans and landscape plans
- 4085 Campbell Avenue - grading, drainage, and landscape plans
- El Camino Real

Development Review

City of Soledad

Serving as city engineer, provides development process and review services. Presently processing 238 acres for the Miravale development project which includes 862 single family and 68 multi-family units. The project requires close coordination with LAFCO for necessary annexations, and the Monterey County Water Resources Agency for related drainage issues. An EIR mitigation measure compliance matrix is currently being prepared in advance of the recording the next unit in the development.

Michael Foreman, P.L.S., Plan Review and Senior Surveyor

Registrations/Certifications

Registered Professional Land Surveyor:

Arizona P.L.S. 32225

California P.L.S. 5778

Nevada P.L.S. 11430

Registered Nevada State Water Right Surveyor No. 1041

Professional Affiliations

California Land Surveyor's Association

Board of Registration for Professional Engineers and Land Surveyors - Expert Examiner for the Annual Land Surveyors Professional Licensing Examination

Total Years of Experience

24+

Michael is responsible for all field surveys, mapping, map checking, and right-of-way engineering projects. He has been involved with a variety of survey projects including control surveys using GPS and conventional methods, boundary resurrection and establishment, construction, topographic, geological monitoring, and A.L.T.A. surveys. He has served as Acting City Surveyor for several Cities, including Baldwin Park, Poway, Rancho Santa Margarita, Yorba Linda, Lake Elsinore and Murrieta.

Select Project Experience

Surveyor

Bureau veritas North America, Inc.

1990 - Present

Provides plan review and surveying services for jurisdictions throughout California. Some specific projects include:

Cities of Murrieta and Lake Elsinore, CA

Provided map planning and Acting City Surveyor. Responsibilities included reviewing parcel maps, tact maps, lot line adjustments, parcel mergers, vacations, certificates of compliance, certificates of correction, easement dedications for compliance with conditions of approval, tentative map and Subdivision Map Act. Reviews included the review of title reports, boundary conditions and closure calculations. For the City of Murrieta, prepared ..... documents. As Acting City Surveyor, signed maps prior to being presented to City Council.

Runway Rehabilitation

Department of the Navy, CA

As a part of the design team for an on-going contract with the Department of the Navy, our survey crews established horizontal and vertical control networks for aerial photogrammetric mapping, supplemental design surveying, and boundary line determination at several Naval Air Stations throughout the States of California and Nevada. The projects not only required aerial mapping for basesheet purposes, but also detail cross section surveys along the entire length of the runways/taxiways for final engineering design. The surveys were conducted and were closely coordinated with Air Station Operations, observing the necessary safety precautions and communication requirements with the control tower.

The following are a listing of those Air Stations which required our services:

- Miramar Naval Air Station, San Diego, CA
- North Island Naval Air Station, San Diego, CA
- Point Mugu Naval Air Station, Ventura, CA
- Marine Corps Air Station, Camp Pendleton, CA
- El Centro Naval Air Station, El Centro, CA

Joe Harris, Building Inspector

Education
A.S., Construction Technology

Registrations/Certifications
ICC Certified:
Building Inspector

Professional Affiliations
International Code Council (ICC)

Total Years of Experience
30+

Joe has over 30 years of experience as a structural inspector for the City of San Diego Development Department. He has extensive building inspection, regulatory code compliance, permit approval, and inspection staff training experience.

Select Project Experience

Building Inspector
Bureau Veritas North America, Inc.
2010 - Present
Provides building inspection services for jurisdictions throughout Southern California. Some specific projects include:

Sycuan Casino
Provided plan review services for the new casino project.

Building Inspection Supervisor / Chief of Specialist Inspectors
City of San Diego Development Services Department, CA
Managed the daily operations of the specialist electrical mechanical structural inspectors. Coordinated the certification process of special inspectors for the City of San Diego and also managed the Storm Water Pollution Prevention Program for commercial construction projects.

Senior Structural Building Inspector
City of San Diego Development Services Department, CA
Coordinated field inspection processes in compliance with the 1998 California Building Code. Implemented inspection processes to maintain provisions San Diego Land Development Code. Reviewed, analyzed and interpreted approved plans and specifications to maintain code compliance. Successfully negotiated the resolution of code compliance issues and structural deficiencies. Reviewed proposed construction documents to ensure compliance with all legal requirements. Attended community planning meetings and address project impact concerns of local citizenry. Initiated policies for improving the overall communications and customer service procedures. Coordinated various policies and procedures to optimize workflow, efficiency and productivity. Communicated various technical, code and departmental provisions to public and private sectors. Maintained conformance with various structural, fire, safety, and accessibility requirements. Supervised, trained, scheduled, coordinated and evaluated up to eleven Structural Building Inspectors.

Jerry Plank, Plans Examiner and Inspector

Education
A.A., Construction Technology

Registrations/Certifications
ICC Certified:
Plumbing Inspector
Mechanical Inspector
Building Inspector

IAPMO:
Plumbing Inspector
Mechanical Inspector

Professional Affiliations
International Code Council (ICC)

International Association of Plumbing and Mechanical Officials (IAPMO)
Southern California Plumbing Mechanical Chapter if IAPMO - Current Treasurer since 2000, Past Vice Chairman (1998) and Chairman (1999)

Total Years of Experience
25+

Jerry has over 25 years of experience as a building inspector in Southern California. He has inspected commercial and residential buildings during all stages of construction to ensure compliance with the applicable codes and regulations. He has extensive experience working in the building department setting and is able to communicate effectively with the customers, contractors, designers, and other individuals involved in each project.

Select Project Experience

Plans Examiner and Inspector
Bureau Veritas North America, Inc.
2013 - Present
Provides building inspection and plan review services for jurisdictions in Southern California. Some specific projects include:

City of Long Beach
Provides in house plan review and inspection services.

City of Agoura Hills
Provides as-needed inspection services for the city.

Plumbing/Mechanical Inspector
City of Simi Valley
1997 - 2009
Checked plans and specifications of new construction, additions and alterations to residential and commercial buildings to determine compliance with the provisions applicable plumbing, mechanical and Title 24 energy codes, ordinances and regulations. Performed plumbing, mechanical, Title 24 energy and other inspections as assigned. Provided code interpretations to co-workers and the public. Provided code training for co-workers. Evaluated products and materials for code standards acceptability.

Building Inspector
City of Simi Valley
1987 - 1997
Inspected commercial and residential building, during various stages of construction to ensure compliance with applicable building codes, ordinances and regulations. Inspected foundation, concrete, steel, masonry, wood construction, framing plastering, routine plumbing, heating and electrical installations. Interacted with architects, contractors, builders and the general public in the field and office to explain and interpret building requirements and restrictions.

George Lockfort, Inspector

Registrations/Certifications

ICC Certified:

Building Inspector

Building Plans Examiner

Combination Dwelling Inspector

Mechanical Inspector

Mechanical Inspector UMC

Plumbing Inspector

Plumbing Inspector UPC

Prestressed Concrete Special Inspector-Legacy

Reinforced Concrete Special Inspector-Legacy

Residential Combination Inspector

Structural Masonry Special Inspector

Structural Steel & Welding Special Inspector

Professional Affiliations

International Code Council (ICC)

ICC San Diego Chapter - Chairman of the Plumbing & Mechanical Subcommittee in 2012, 2013, and 2014

Utah Chapter of ICBO - Secretary and Treasurer in 1979 and 1980

Board of Directors 1980 - 1984

Total Years of Experience

30+

George has more than 30 years of experience in the building safety industry having served as building inspector and building official for various jurisdictions. He has a high level of knowledge of the building codes and has served on code adoption committees nationally. He is able to inspect structures of various sizes and complexities and has specific experience with multi-story commercial and residential buildings.

Select Project Experience

Provisional Inspector

City of San Diego

2012 - Present

Involved in the San Diego Chapter of the International Code Council (ICC). Assists with training new inspectors. Recruits construction industry representatives to perform free training for inspection staff. Performs commercial plumbing and mechanical inspections as well as single-family residential combination inspections.

Senior Combination Inspector

City of San Diego

2005 - 2012

Supervised and audited a staff of seven inspectors. Involved in ICC code adoption on a national level. Served on three business process reengineering committees. Served on the City of San Diego readiness initiative committee, employee advisory committee, and project series committee. Provided training for new inspectors and new coordinator for the division. Organized and presented in-house training sessions. Produced numerous spreadsheets to facilitate and track work. Created powerpoint presentations. Recruited construction industry representatives to perform free training for inspection staff.

Building Inspector II and Combination Inspector II

City of San Diego

1985 - 2005

Trained the coordinator for the combination division. Served as committee member on the project inspector series committee. Inspected residential structures for building, electrical, plumbing, and mechanical codes as well as other incidental ordinances. Inspected multi-story commercial structures while serving in the structural division between 1985 and 1988. Enforced applicable planning and zoning ordinances. Assisted in the training of new personnel. Performed out-of-class assignments. Organized and presented in-house training sessions. Received the Outstanding Driver of the Year Award in 2004 and the Employee of the Quarter Award for April - June 1991.

Roger J. Banowetz, Building Inspector

Registrations/Certifications
ICC Certified:
Building Inspector

County of Los Angeles/Certified Food.Handler, 1999

Professional Affiliations
International Code Council (ICC)

State of California OES Safety Assessment Program

Total Years of Experience
42+

Roger has more than 42 years of experience as an inspector in the building safety industry. He is resourceful in solving problems and maximizing resources. He is skilled in preparing written inspection reports and working with the public with diplomacy and professionalism.

Select Project Experience

Building Inspector
Private Sector
2012 - 2014
Inspected and evaluated new and existing buildings during construction to ensure compliance with the applicable codes, and approved plans and specifications. Assisted and advised the general public in matters related to construction and code requirements. Investigated complaints and inspected existing buildings to determine if hazardous or illegal conditions existed relating to structures and their use. Prepared written reports, issued notices to correct code violations, issued "stop work" notices and testified in court regarding violations. Jurisdictions include the Cities of Mission Viejo, Cypress, Laguna Hills, La Palma, Los Alamitos, and Rancho Santa Margarita.

Combination Building Inspector
City of Santa Ana Planning and Building Agency/Building Safety Division
2004 - 2009
Inspected buildings and alterations at various stages of construction. Inspected and approved foundations, framing, plumbing and heating of residential structures for conformance with codes and approved plans. Consulted with contractors, developers, landlords/tenants, and homeowners regarding methods and standards. Explained and interpreted codes. Maintained records of inspections. Read and interpreted plans. Attended numerous seminars through ICBO-ICC to maintain current knowledge of new methods and materials.

Building Inspector
Private Sector
Cities of: Santa Ana, San Marino, West Covina, Yorba Linda, Fullerton, Irvine, and La Habra
1998 - 2004
Inspected and evaluated new and existing buildings during construction to ensure compliance with the Uniform Building Code, and approved plans and specifications. Assisted and advised the general public in matters related to construction and code requirements. Investigated complaints and inspected existing buildings to determine if hazardous or illegal conditions existed relating to structures and their use. Prepared written reports, issued notices to correct code violations, issued "stop work" notices and testified in court regarding violations.

Nancy Martinez, Electrical and Building Inspector

Education
B.A., Geography

Registrations/Certifications
Certificate, Construction Inspection

ICC Certified:
Building Inspector
Electrical Inspector
Residential Combination Inspector

Professional Affiliations
ICC San Diego Chapter, Jurisdictional Member
Past Electrical Committee Chair
Past Scholarship Committee Chair

International Association of Electrical Inspectors (IAEI)
Past Southern California Chapter, President, Officer and Board Member
Past Border County Division, President, Officer and Board Member

National Fire Protection Association (NFPA), member
Participant – Electrical Inspector Forum

Total Years of Experience
35+

Nancy has an impressive history working for the City of San Diego in the Development Services Department. She held positions as a Senior Electrical Inspector for the past 30+ years and joins BVNA with unparalleled expertise in her field.

Select Project Experience

Electrical Inspector
Bureau Veritas North America, Inc.
2014 - Present
Provides inspection services for rooftop photovoltaic system installation in the San Diego region.

Electrical Inspector
City of San Diego, Development Services Department
2013 - Present
Provisional, on-call basis for fire alarm inspections and other duties.

Senior Electrical Inspector
City of San Diego, Development Services Department
2005 - 2013
Performed inspections of wiring in commercial, multi-family and industrial buildings in addition to other electrical installations in order to approve plans for compliance with the applicable codes and regulations. Supervised Inspectors.

Electrical Inspector
City of San Diego, Development Services Department
1983 - 2005
Responsible for inspection of fire alarms installations, review of Special Event applications, and inspection of photovoltaic installations for single family residences.

Building Inspector Apprentice
City of San Diego
1979 - 1983

Denise Zuranski, Inspector

Registrations/Certifications
Certificate, Construction Inspection

ICC Certified:
Electrical Inspector
Combination Dwelling Inspector
Light Commercial Combination Inspector

California Apprentice Council Certified:
Building/Fire Prevention Inspector

Total Years of Experience
35+

Denise has more than 30 years of experience working for the City of San Diego as an inspector. She held positions as a Combination Inspector, Electrical Inspector, and Fire Prevention Inspector and joins BVNA with unparalleled expertise in her field.

Select Project Experience

Electrical Inspector
Bureau Veritas North America, Inc.
2014 - Present
Provides inspection services for rooftop photovoltaic system installation in the San Diego region.

Provisional Electrical Inspector
City of San Diego, Development Services Department
2013 - Present
Inspected installation of fire alarm systems to ensure code compliance and other requirements.

Electrical Inspector
City of San Diego
1987 - 2013
Inspected electrical, fire alarm, and photovoltaic installations in commercial and multi-family structures for compliance with applicable codes and plans.

Combination Inspector
City of San Diego
1984 - 1987
Performed structural, plumbing, mechanical, electrical and zoning inspections in residential buildings.

Fire Prevention Inspector
City of San Diego
1983 - 1984
Performed inspection of all occupancies and construction to ensure compliance with federal, state and local fire and life safety codes and ordinances.

Building / Fire Inspector Apprentice
City of San Diego
1979 - 1983
Four years of in-house and college training in all aspects of multi-divisional code enforcement.

Douglas Evans, F.P.E, Fire Protection Engineer

Education
B.S., Engineering - Fire Protection

Registrations/Certifications
Registered Fire Protection Engineer:
CA, #1264
NV, #010951

Professional Affiliations
Southern Nevada ICC
ICC Fire Safety Committee
Southern Nevada Chapter of the Society of Fire Protection Engineer (SFPE)
SFPE National
Consulting-Specifying Engineer's Advisory Board
NFPA
Green Building Certification Institute (GBCI)

Total Years of Experience
20+

Doug has over 20 years of experience providing various fire protection engineering services. He has worked with various building departments as a Fire Protection Engineer and founded his own specialized consulting company. Doug is experienced in reviewing, commenting and approving fire protection plans for a wide range of occupancy types as well as new and existing facilities. Doug is proficient in developing fire protecting related policy statements and guidelines, smoke management systems, grease/HVAC duct enclosures and alternative and equivalent code requirements.

Prior to his employment with Clark County, Doug performed fire protection engineering services with various consulting firms. In these positions, Doug became familiar with examining existing structures for code compliance including fire suppression and alarm system requirements, and negotiating levels of protection with stakeholders.

Doug has developed a thorough understanding of passive fire protection aspects that are incorporated into major structures and how they work together to provide a holistic approach to fire protection. Doug has also authored several professional articles, guides, and amendments which have been incorporated into the IBC codes.

Select Project Experience

Fire Protection Engineer
Bureau Veritas North America, Inc.
Provides fire plan review services. Specific projects include: CSU Fullerton Titan Student Union Renovation and Expansion. The project includes improvements to the existing 140,000 gross square foot Titan Student Union. An additional 20,000 gross square feet will be added to increase the capacity of the facility. The construction valuation is estimated at $20 million.

Fire Protection Engineer
Clark County, NV
Primarily preformed fire protection services for mega-resorts on the Las Vegas Strip. Duties include review, comment, and approval of fire protection plans. Responsible for malls, atria, theaters and arenas as well as numerous high-rise residential and office towers. Many of these used were consolidated within the mega-resorts, with the remainder free standing structures. Also developed fire protection policies for internal and external use.

Anne Marie Bland, Fire Plans Examiner and Inspector

Registrations/Certifications

Certified Fire Code Inspector

California State Fire Prevention Officer I

California State Fire Prevention Officer II

California State Fire Prevention Officer III

Fire Investigation 1A

Hazardous Materials Technician

PC 832 – Firearms and Arrest Procedures

Professional Affiliations

National Fire Protection Association (NFPA)

Total Years of Experience

33+

Anne Marie is a certified fire code inspector and possesses more than 33 years of combined inspection and plan review experience for municipal agencies and private businesses. She has inspected numerous building types including commercial high rise, hospitals, residential, and educational structures for assembly and hazardous materials to determine compliance with the California Fire and Building Codes and other pertinent codes and ordinances. Anne Marie has reviewed plans for new construction and tenant improvements to ensure proper fire protection system installation and code compliance, and supervised and trained inspectors to conduct routine inspections.

Select Project Experience

Fire Plans Examiner and Inspector

Bureau Veritas North America, Inc.

2001 - Present

Provides fire plan review and inspection services for jurisdictions throughout California, specializing in the Southern California region. Assignments include:

Fire Plan Review

City of Hemet

Reviews fire sprinkler, FM200 system, fire alarm, and emergency generator.

City of Murrieta

Reviews fire sprinkler, fire alarm, fire suppression, underground fire lines, smoke damper, and vapor recovery.

City of Orange

Reviews fire sprinkler, fire alarm, hood systems, fire suppression, smoke vent, underground tank, underground fire line, smoke detector, UL 300 hood system, clean agent suppression, and heat detection system.

Cathedral City

Reviews fire sprinkler, hood suppression, underground fire line, and CNG fueling.

City of Huntington Beach

Reviews fire sprinkler, fire alarm, hood suppression, and fire suppression.

Tortoise Rock Casino

Provided plan reviews for compliance with fire code requirements including commercial and residential fire sprinkler and fire alarm systems.

Lee Wayne Caldwell, Fire Inspector

Education

B.S., Coursework, Fire Administration

B.A., Coursework, Industrial Education

A.A., Machine Technology

A.S., Coursework, Fire Science

Registrations/Certifications

Certified Emergency Medical Technician (EMT),

State Certified Hazardous Materials Instructor

Radiological Instructor III, EMI Emmetsburg, Maryland, 1991

FEMA Radiological Defense Officer, CSTI 1989

CSTI Certified

FEMA Radiological Instructor, CSTI

FEMA Radiological Response Team, CSTI

FEMA Radiological Monitor, CSTI

Professional Affiliations

National Fire Protection Association (NFPA)

California Specialized Training Institute

(CSTI)

Federal Emergency Management Agency

FEMA

Total Years of Experience

29+

Lee has more than 29 years of experience in the fire and life safety industry. He is exceptionally knowledgeable and skilled in fire prevention including staff supervision, emergency response, and handling of hazardous materials.

Select Project Experience

Fire Inspector

Bureau Veritas North America, Inc.

2013 - Present

Provides fire inspection services for jurisdictions throughout Southern California. Projects include:

Fire Inspector

City of Huntington Beach

Provides fire inspections of fire alarm, fire sprinkler, smoke control, and other systems.

Full-Time Firefighter

2012 - 2013

Part-Time Firefighter

2008 - 2012

Disneyland Resort Fire Department

Acted as station lead/captain and confined space technician. Provided emergency response. Acted as alarm panel and fire sprinkler system technician.

Part-Time Oilfield Inspector

Huntington Beach Fire Department

2009 - 2012

Oversaw the oilfield program for the Huntington Beach Fire Department. Worked directly for the Fire Marshal and with the Fire Chief. Acted as consultant to the development program plan checkers.

California Speedway Fire/Safety Team

2004 - 2008

Responsible for on and off-track safety and rescue.

Robert Salgado, Fire Inspector and Plans Examiner

Registrations/Certifications
ICC Certified:
Fire Plans Examiner
Fire Inspector II
Fire Inspector I
Building Inspector
Uniform Fire Code Inspector

NFPA Certified:
Fire Inspector I
Fire Inspector II
Fire Plan Examiner

Company Officer Fire Code Inspector

Fire and Life Safety - DSA Plan Review Academy

Professional Affiliations
National Fire Protection Association (NFPA)

Total Years of Experience
28+

Robert has over 28 years of experience in the construction, fire protection, and life safety industries. He is experienced in working for municipalities including County, State, and Federal government settings.

Select Project Experience

Fire and Life Safety Plan Review

Private Sector

Performed advanced plan review of various types of fire protection systems and non-structural plan review of civil, architectural, mechanical, electrical, and plumbing systems. Skilled and technically competent in the use and application of the International Building and Fire Codes, local ordinances, and NFPA Standards.

Fire Chief

State of California Department of Developmental Services, Office of Protective Services/Fire Services Division

Managed day-to-day operations of the Fire and Life Safety Division at a state healthcare facility. Performed journey-level plan review of the design and construction of acute care hospital buildings including alterations and modifications to existing fire protection systems. Applied the provisions of the California Building and Fire Codes, SFM Regulations, and NFPA Standards.

Deputy Fire Marshal

City of Moreno Valley, CA

Managed day-to-day operations of the Fire Prevention Bureau, provided supervision to fire protection specialists and fire inspectors, performed journey-level plan review of the design and construction of new buildings. Served as a member of the planning committee. Applied the provisions of the California Building and Fire Codes and NFPA standards.

Deputy Fire Marshal

Fire-Rescue Department

City of San Diego, CA

Conducted journey-level plan review of fire protection systems for new high-rise buildings, A, E, F, H, I M, R, and S occupancies. Reviews included underground piping for water supply, fire sprinklers, stand pipes, fire pumps, fire alarm systems, special hazard systems, high-piled storage, and technical reports. Applied the provisions of the California Building and Fire Codes, city ordinances, and NFPA standards.

Quang Nguyen, Fire and Life Safety Inspector

Education
B.S., Genetics and Cell Biology

A.S., Fire Prevention
Certificate, Fire Prevention
Classes Included: Fire Prevention 1A, 2A, 3A, 1B, 2B, 3B, 1C
Fire Investigation 1A
ICS-100, 200, 300
PC832

Registrations/Certifications
NFPA Certified:
Fire Inspector I

ICC Certified:
Fire Inspector I

State Fire Marshal Certified:
Fire Prevention Officer

CSTI Certified:
First Responder Operations Decon Industry Technician and Hazardous Materials Technician

Total Years of Experience
7+

Quang has over 7 years of experience in the fire and life safety industry. He is exceptionally knowledgeable and skilled in fire prevention including performing inspections of fire protection systems and equipment.

Select Project Experience

Fire Captain
California Department of Corrections and Rehabilitation / Men's Colony
2014
Performs regular inspections and testing of fire protection systems and equipment which includes sprinkler systems, hydrants, standpipes, and fire alarms. Installs, maintains, and arranges for annual recharging of fire extinguishers. Documents alarm testing, prepares detailed reports, and performs regular inspection of grounds and buildings for fire hazard conditions. Enforces rules and regulations, responds to fire alarms and takes appropriate action. Consults with management on fire safety considerations. Serves as a resource for related provisions of Titles 19, 22, and 24. Supervises, trains, and evaluates the fire suppression staff.

Fire Chief
Fairview Developmental Center
2012 - 2014
Responsible for the oversight of fire prevention programs and activities of staff. Directed fire department staff and operated vehicles and radios. Selected, supervised, trained, and evaluated staff. Conducted safety inspections associated with construction, electrical, and industrial disciplines at job sites. Gathered and effectively analyzed information. Detected occupational safety, health hazards, and unsafe working conditions and practices at job sites. Made recommendations to correct unsafe conditions. Directed regular inspections, testing of fire protection systems and equipment which included sprinkler system and supporting fixtures, hydrants, standpipes, and fire alarms; installed, maintained, and arranged for annual recharging of fire extinguishers. Documented alarm testing and inspection findings, prepared reports. Directed regular inspections of grounds and buildings for fire hazard conditions. Enforced rules and regulations related to storage and use of flammable items and developed and maintained emergency evacuation plans in buildings. Monitored fire drills of buildings in accordance with applicable regulations. Responded to fire alarms and took appropriate action depending on circumstances, summoning necessary assistance, performing rescue work, or administering first aid. Consulted with management on fire safety considerations, serving as a resource for related provisions of Titles 19 & 24 as well as NFPA and enforced by the State Fire Marshal's Office. Communicated effectively in meetings and public gatherings. Researched, analyzed, and evaluated new service delivery methods and techniques. Operated modern office equipment including computers, word processing programs, database applications, etc. Worked cooperatively with other departments and outside agencies.

Karen Brawley, Permit Technician

Education
AA Business Administration,
University of California,
Berkley, CA

PC 832 Certification from
Orange County Sheriff's Academy

Notary Public, Oregon &Hawaii

Real Estate Agent,
California & Oregon

Total Years of Experience
15+

Karen has over 15 years of experience working at a building department public counter as a permit technician. She has participated in the design and implementation of complex computer issuance systems as well as helping to create the one stop permit issuance centers in multiple jurisdictions. Karen is an Accela PermitsPlus composer and trainer, and has developed training manuals and trained fellow staff members. She has thorough knowledge of code enforcement processes and procedures, standard office procedures, and extensive supervisory experience.

Select Project Experience

Permit Technician
Bureau Veritas North America, Inc.
City of Corona, CA
Provides permit counter support for the City of Corona during normal business hours.

Building Technician II
Bureau Veritas North America, Inc.
City of Costa Mesa, CA
Duties included all aspects of plan check submittal and tracking and permit issuance through the City of Costa Mesa's One Stop permit issuance system. Interacted daily with the planning, engineering, sanitation district, code enforcement, fire prevention, and building plan check staff, as well as any other City personnel designated to process development projects through the City. Assisted in all procedures related to the scheduling of staff, reporting of statistics, and computer support.

Office Coordinator
City of Costa Mesa, CA
Provided administrative support to the Building Official, inspection staff, and code enforcement staff. Scope of duties included providing complex statistical reports, supervised office support staff for building and code enforcement, prepared department budget, and prepared confidential documents and personnel evaluations. Acted as secretary to the Access Appeals Board and the Building Housing and Safety Board. Duties as secretary to the Boards included preparing agendas, preparing the packets for the meetings, attending meetings, taking and transcribing minutes, and distributing minutes to board members and relevant parties. Also assisted in the permit process by calculating and providing fee estimates to customers, processing permit files for completion upon final inspection, issuing Certificate of Occupancy documents, and serving as counter back up in times of need by issuing permits for customers. Computer implementation liaison and composer for conversion to Accela from PermitsPlus.

Pamela Schur, Administrative Support / Permit Technician

Total Years of Experience
24+

Pamela (Pam) has over 24 years of experience working on both the operational side and customer side of business services. She has extensive experience working with customers to ensure their needs are met successfully.

Select Project Experience

Administrative Support / Permit Technician

Bureau Veritas North America, Inc.

2013 - Present

Provides contract administration, coordinates project reviews for clients in the Southern California region, assists with project billing, etc.

Permit Technician

Private Sector, Public Works for City of Eastvale, CA

2010 - 2011

Reported to the Building Official and Public Works Engineer. Welcomed public to their new City Hall. Service included in-person and telephone communication from citizens, advertisers, developers, and contractors. Assist City Manager with all phases of day to day operations. Ordered office supplies; set up voice mails and after hour greetings; retrieved and responded to voice messages. Worked with IT staff on computers, networks and telephone system. Recorded and maintained service requests received from citizens. Issued building permits and collected permit and plan check fees, assigned permit numbers and provided receipts, and maintained permit and plan check files. Handled building inspection requests. Assisted inspectors with project numbers for web based time keeper/billing system to client city. Created and maintained Excel spreadsheets for daily accounting of all fees collected by City recording the types, categories and supplemental fee (i.e. SMIP) until City could install a new building permit system. Provided accounting reports and permit activity reports. Accepted building plans for plan check. Follow up on plan turnaround times per contractual agreement with City. Tracked and routed building plan reviews. Prepared Certificate of Occupancy for Building Official. Notified Edison Electric and Gas Company of approval to release services. Provided scanned copies of all new building permits to Jurupa Community Services District for water, sewer and street lights. Transmit reports to Jurupa USD for school fees. Copies of building permits and plans provided to County Tax Assessor's office.

H. Proposed fee structure listed by contract year

Bureau Veritas North America, Inc. (BVNA) is pleased to provide a fee structure that incorporates the staffing level needs of the City of Banning. We have developed a responsive and uniquely tailored pricing structure to assure high quality and appropriate services are provided at all times. Our approach allows for quick response to adjustments in service level and staffing due to increased or decreased plan review, permitting and construction activity. This method provides full control and accountability to assure the City that BVNA is providing well-managed services that are responsive and correctly staffed at all times.

Staffing level adjustments will be made by mutual agreement to assure the City's needs are being met while also providing the City with the most cost effective solution. BVNA is willing to further negotiate a contract price that is reasonable and agreed to by both the City and BVNA.

Yearly rate increases are shown at 3% but will not exceed the Consumer Price Index for Riverside County for any given year. Should the CPI increase be less than 3%, BVNA will revise the fee schedule to reflect the change.

Year 1 - FY 2015/2016

Task	Rate*	Time	Sub-Budget
Building Official	$150	1,040 hours or as needed	TBD
Senior Building Inspector	$87	2,080 hours or as needed	TBD
Permit Technician	$65	2,080 hours or as needed	TBD
CASp	$125	As needed	TBD
Outside Plan Review	Percentage to be negotiated+		
Outside Plan Review	Percentage to be negotiated+		
Expedite Plan Review	Percentage to be negotiated+		
Optional Services If Requested:			
Fire Plans Examiner/Inspector	$110	TBD	TBD
Civil Plan Check Engineer	$135	TBD	TBD
Civil Inspector	$105	TBD	TBD
Engineering Technician	$ 85	TBD	TBD
Community Outreach Coordinator	$ 95	TBD	TBD

Staffing levels, time, and NTE rates and budgets will be based on the City's work load.

**Rates do not include Prevailing Wage Rate requirements. Any projects that are subject to California Prevailing Wage Rate requirements will be at a negotiated fee*

**Overtime, weekend, or holiday rates for regular positions will be charged at an additional 50% of the rates shown above. No overtime, weekend, or holiday work will be conducted without prior approval of the City.*

Total NTE fee: BVNA defers to the City for this fee

Year 2 - FY 2016/2017

Task	Rate*	Time	Sub-Budget
Building Official	$154.50	1,040 hours or as needed	TBD
Senior Building Inspector	$89.60	2,080 hours or as needed	TBD
Permit Technician	$66.95	2,080 hours or as needed	TBD
CASp	$128.75	As needed	TBD
Outside Plan Review	Percentage to be negotiated+		
Outside Plan Review	Percentage to be negotiated+		
Expedite Plan Review	Percentage to be negotiated+		
Optional Services If Requested:			
Fire Plans Examiner/Inspector	$113.30	TBD	TBD
Civil Plan Check Engineer	$139.05	TBD	TBD
Civil Inspector	$108.15	TBD	TBD
Engineering Technician	$ 87.50	TBD	TBD
Community Outreach Coordinator	$ 97.85	TBD	TBD

Staffing levels, time, and NTE rates and budgets will be based on the City's work load.

**Rates do not include Prevailing Wage Rate requirements. Any projects that are subject to California Prevailing Wage Rate requirements will be at a negotiated fee*
**Overtime, weekend, or holiday rates for regular positions will be charged at an additional 50% of the rates shown above. No overtime, weekend, or holiday work will be conducted without prior approval of the City.*

+Percentage of fee options are subject to revision in the event the City revises or adopts a new fee schedule for building permit and plan review fees.

Total NTE fee: BVNA defers to the City for this fee

Year 3 - FY 2017/2018

Task	Rate*	Time	Sub-Budget
Building Official	$159.13	1,040 hours or as needed	TBD
Senior Building Inspector	$ 92.28	2,080 hours or as needed	TBD
Permit Technician	$ 68.95	2,080 hours or as needed	TBD
CASp	$132.61	As needed	TBD
Outside Plan Review	Percentage to be negotiated+		
Outside Plan Review	Percentage to be negotiated+		
Expedite Plan Review	Percentage to be negotiated+		
Optional Services If Requested:			
Fire Plans Examiner/Inspector	$116.69	TBD	TBD
Civil Plan Check Engineer	$143.22	TBD	TBD
Civil Inspector	$111.39	TBD	TBD
Engineering Technician	$ 90.12	TBD	TBD
Community Outreach Coordinator	$100.78	TBD	TBD

Staffing levels, time, and NTE rates and budgets will be based on the City's work load.

**Rates do not include Prevailing Wage Rate requirements. Any projects that are subject to California Prevailing Wage Rate requirements will be at a negotiated fee*
**Overtime, weekend, or holiday rates for regular positions will be charged at an additional 50% of the rates shown above. No overtime, weekend, or holiday work will be conducted without prior approval of the City.*

+Percentage of fee options are subject to revision in the event the City revises or adopts a new fee schedule for building permit and plan review fees.

Total NTE fee: BVNA defers to the City for this fee

Year 4 - FY 2018/2019

Task	Rate*	Time	Sub-Budget
Building Official	$163.90	1,040 hours or as needed	TBD
Senior Building Inspector	$ 95.04	2,080 hours or as needed	TBD
Permit Technician	$ 71.01	2,080 hours or as needed	TBD
CASp	$136.58	As needed	TBD
Outside Plan Review	Percentage to be negotiated+		
Outside Plan Review	Percentage to be negotiated+		
Expedite Plan Review	Percentage to be negotiated+		
Optional Services If Requested:			
Fire Plans Examiner/Inspector	$120.19	TBD	TBD
Civil Plan Check Engineer	$147.51	TBD	TBD
Civil Inspector	$114.73	TBD	TBD
Engineering Technician	$ 92.82	TBD	TBD
Community Outreach Coordinator	$103.80	TBD	TBD

Staffing levels, time, and NTE rates and budgets will be based on the City's work load.

**Rates do not include Prevailing Wage Rate requirements. Any projects that are subject to California Prevailing Wage Rate requirements will be at a negotiated fee*
**Overtime, weekend, or holiday rates for regular positions will be charged at an additional 50% of the rates shown above. No overtime, weekend, or holiday work will be conducted without prior approval of the City.*

+Percentage of fee options are subject to revision in the event the City revises or adopts a new fee schedule for building permit and plan review fees.

Total NTE fee: BVNA defers to the City for this fee

Year 5 - FY 2019/2020

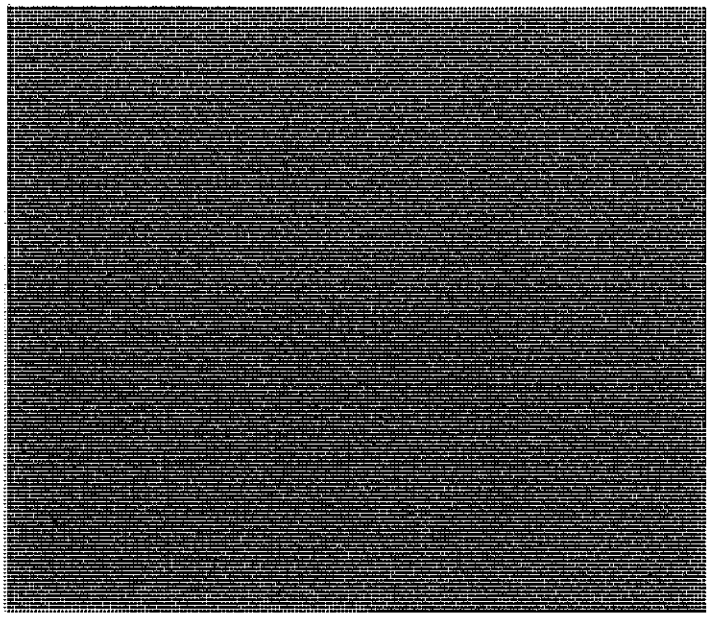
Task	Rate* / Year	Time	Sub-Budget
Building Official	$168.81	1,040 hours or as needed	TBD
Senior Building Inspector	$ 97.89	2,080 hours or as needed	TBD
Permit Technician	$ 73.14	2,080 hours or as needed	TBD
CASp	$140.67	As needed	TBD
Outside Plan Review	Percentage to be negotiated+		
Outside Plan Review	Percentage to be negotiated+		
Expedite Plan Review	Percentage to be negotiated+		
Optional Services If Requested:			
Fire Plans Examiner/Inspector	$123.79	TBD	TBD
Civil Plan Check Engineer	$151.93	TBD	TBD
Civil Inspector	$118.17	TBD	TBD
Engineering Technician	$ 95.60	TBD	TBD
Community Outreach Coordinator	$106.91	TBD	TBD

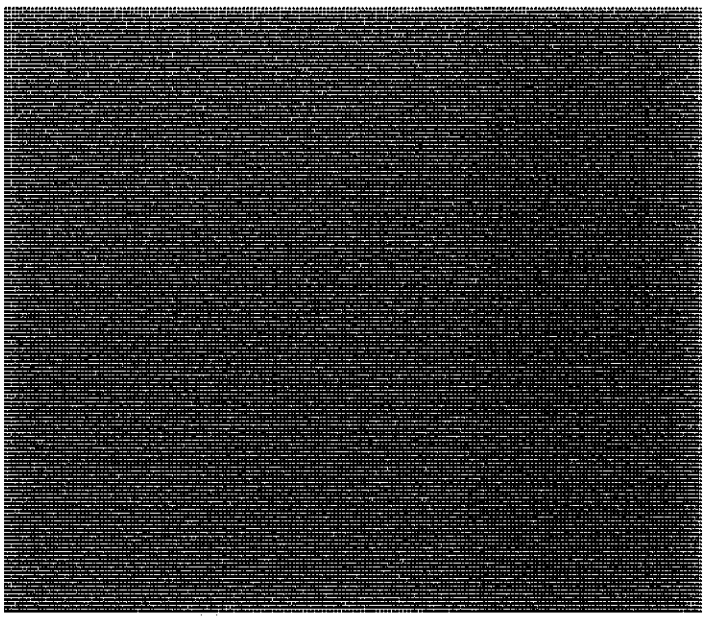
Staffing levels, time, and NTE rates and budgets will be based on the City's work load.

**Rates do not include Prevailing Wage Rate requirements. Any projects that are subject to California Prevailing Wage Rate requirements will be at a negotiated fee*
**Overtime, weekend, or holiday rates for regular positions will be charged at an additional 50% of the rates shown above. No overtime, weekend, or holiday work will be conducted without prior approval of the City.*

+Percentage of fee options are subject to revision in the event the City revises or adopts a new fee schedule for building permit and plan review fees.

Total NTE fee: BVNA defers to the City for this fee





Bureau Veritas North America, Inc
1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
Phone: (916) 725.4200 / Fax: (916) 425.8242

Charles Abbott Associates, Inc.

"Helping public agencies provide effective and efficient municipal services to improve communities since 1984"

Proposal for

Building and Safety Services

Prepared for

City of Banning

Attn: City of Banning City Clerk
99 E. Ramsey Street
Banning, CA 92220

By:
Charles Abbott Associates, Inc.

27401 Los Altos # 220
Mission Viejo, CA 92691
Toll Free: (866) 530-4980

www.caaprofessionals.com

A. COVER LETTER

April 30, 2015

Subject: Proposal for Building and Safety Services

Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal for Building and Safety Services to the City of Banning (City).

Since 1984, CAA has been providing a growing number of cities with outstanding Building Services. Over the years, our vast knowledge, experience, and proven ability to satisfy the needs of cities and counties of all sizes has earned us the reputation of being one of the most qualified firms in the industry.

CAA is exceptionally qualified to provide the requested services to the City as described in our submittal. Our team is not only comprised of building & safety experts, but also highly trained professionals who are able to balance regulatory requirements, cost effectiveness, political considerations, and practicality when advising our clients. Our corporate headquarter is located in Mission Viejo, CA, and our regional presence serving the Cities of Yucaipa and Calimesa afford CAA the unique advantage to provide additional staff from adjacent cities without delay if workload increases. Our Plan Review Service is provided by full-time and part-time plan reviewers, both structural and non-structural, located throughout each region and available to meet additional workload as required. In addition, our depth of professional knowledge and our 30 years of industry experience make CAA superior to any other consultant providing these services in Southern California. We constantly look for creative solutions for our clients' needs, and are committed cost effectiveness without sacrificing quality. CAA has the demonstrated experience, staffing, and professional relationships to make all the cities we work with a success in all the departments we serve. We believe that as you evaluate service providers, you may very well find that several firms possess the technical skills necessary to provide the services that you are seeking. However, we believe that upon evaluation of our qualifications and consideration of our firm's unique and unmatched delivery of services, you will find that CAA is best qualified to serve you.

CAA recently received a company rating of "2" by ISO for all of our California Cities in 2014. This rating illustrates CAA's commitment to mitigating losses and enforcing codes to improve safety in our communities. It is worth noting that to date, only 278 out of 8890 jurisdictions in the Country have received this high rating. Additionally, the International Code Council (ICC) has recently recognized CAA as a Preferred Provider, making CAA the first entity in California and only the 14th in the Country to receive such recognition.

ICC INTERNATIONAL CODE COUNCIL® PREFERRED PROVIDER

We pledge the full resources and backing of our firm to assure that the City has the most efficient and cost effective building services strategy available. Our business model will ensure that the resources dedicated to the City of Banning will not be redirected to support other projects, thereby ensuring staff continuity and consistency at the City. We stand by our commitment to unparalleled professionalism and service, as evidenced by an average length of service with our clients of over 16 years.

Project Understanding

CAA understands the City is currently seeking comprehensive Building and Safety Services to provide contract building official administration, development review, public counter assistance, building inspection, building abatement, and building plan check functions for the City of Banning. CAA offers to provide all the requested services to the City.

CAA will dedicate highly trained staff members from our pool of resources to this project. Our staff will carry out the duties of the Building and Safety Division, as well as other duties as assigned. Our staffing levels will ensure that all City building inspections are conducted in an efficient and courteous manner that is responsive to the City and the public's needs. CAA has the experience, knowledge, and ability to manage such tasks, assignments, and responsibilities while reducing the City's financial and staffing burdens. Additionally, CAA has the ability to add certified and qualified staff whenever workload demands increase.

CAA personnel will be assigned to the City full-time and located in Banning City Hall during regular City business hours.

Management Contact

Rusty Reed, President, is the representative authorized to sign agreements for CAA. He can be reached at rustyreed@caaprofessionals.com or by phone at (949) 279-4124. Ron Grider, PE, serves as additional management contact for the City and can be reached at rongrider@caaprofessionals.com or (702) 340-7774.

Project Manager

Jim Barrett, Certified Building Official and Building Inspector, will serve as the Project Manager and ensure that our policies, procedures, and manpower will provide the level of service the City desires. He will supervise the project and maintain continuous communication with the City to ensure that the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours. Any shortcomings from the City's perspective will be dealt with promptly. He can be reached at jimbarrett@caaprofesslonals.com or by phone at (909) 499-4190.

Standard Contract/Agreement

CAA is able to comply with the insurance requirements as indicated in the City's Professional Services Agreement. However, CAA proposes the following minor revisions to the City's Professional Services Agreement:

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.
*except for non-payment of premium when 10 days notice will be provided.

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, EXCEPT FOR NON-PAYMENT OF PREMIUM WHEN 10 DAYS NOTICE WILL BE PROVIDED.

[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 and 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.

Should the City have any questions or require additional information, please contact Jim Barrett or myself. We look forward to meeting with you to further discuss your service needs.

Thank you in advance for your consideration.

Sincerely,

Rusty R. Reed

CHARLES ABBOTT ASSOCIATES, INC.
Rusty R. Reed, PE President

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Ron Grider, PE, CBO 25
James Barrett, CBO 26
Norma Barrett, Certified Permit Technician 28
Mike Martin, PE, MCP 29
Steve Ahuna, PE, CBO 30
Hiep Tran, PE 31
Renee Meriaux, CBO, CASP, MCP 32

H. Proposed Fee Structure **34**

C. SUMMARY SHEET

1. Summary Sheet

Firm Name:	Charles Abbott Associates, Inc.
Firm Parent or Ownership:	Corporation
Firm Address:	27401 Los Altos, #220
	Mission Viejo, CA 92691
Firm Telephone Number:	(949) 367-2850
Firm Fax Number:	(949) 367-2852

Number of Years in Existence: 30

Management Contact:

Name:	Rusty Reed	Title:	President
Telephone Number:	(949) 279-4124	Fax:	(949) 367-2852
Email:	rustyreed@caaprofessionals.com		

Additional Management Contact:

Name:	Ron Grider	Title:	Regional Director
Telephone Number:	(702) 340-7774	Fax:	(949) 367-2852
Email:	rongrider@caaprofessionals.com		

Project Manager:

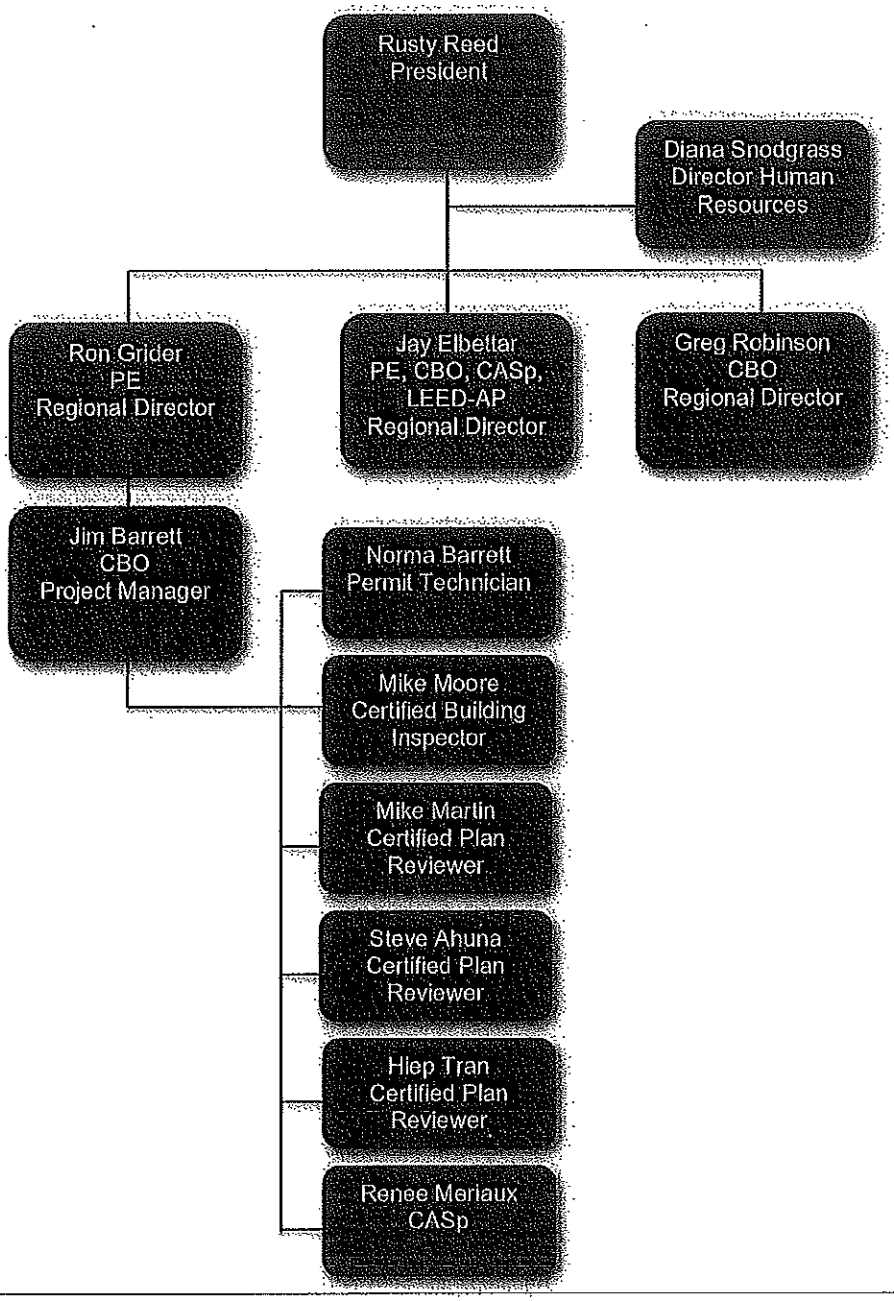
Name:	Jim Barrett	Title:	Project Manager, CBO
Telephone Number:	(909) 499-4190	Fax:	(949) 367-2852
Email:	jimbarrett@caaprofessionals.com		

Type of services performed by the firm:

Charles Abbott Associates, Inc. (CAA) has been a national contract service provider to local government agencies since 1984. Our expertise allows us to provide your agency with the best value for your building inspection and plan check, city engineering, public works, environmental, and fire prevention services.

2. Assigned Personnel

CAA employs highly qualified full-time personnel to staff municipal work engagements. We recruit individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing staff with a combined related experience of over 209 years that can work as team members with City staff, augmenting their efforts and reach. With those principles in mind, the following chart shows the general structure of the project team proposed to the City:



Jim Barrett is an ICC Certified Building Official, Building Inspector, and certified CalOES Post Disaster Safety Coordinator. He has extensive experience with Building Official administration and will serve as the City's Building Official and plan checker. Additionally, he is an experienced Code Enforcement Manager. He will be available to the City as needed, with an expected presence at City Hall of 10-20 hours a week or as dictated by workload.

Norma Barrett is an ICC Certified Permit Technician and will be available to the City full-time. She has extensive experience managing the operations of the building department counter and possesses excellent customer service skills. She has previously held the position of Permit Technician for the City of Banning and thus is intimately familiar with the City's programs and procedures.

Mike Moore will serve as the City's Building Inspector on an as-needed basis.

Steve Ahuna, P.E., Hiep Tran, P.E., and Ron Grider, P.E. are registered engineers who will be available to the City part time as needed to perform structural plan reviews. Mike Martin, Master Code Professional (MCP) will be a designated non-structural plan reviewer for the City. Both structural and non-structural review teams will be supported by other qualified engineers and plan reviewers for additional workload as needed.

Ms. Meriaux is a Certified Access specialist who will provide plan review and accessibility support. Ms. Meriaux brings over 20 years of municipal and over 30 years of construction experience to this project. She is an experienced and certified Building Official/Building Inspector/Plans Examiner capable of providing all the necessary administrative support.

Our proposed project team possesses the skills and qualifications necessary to serve the City successfully. This team of highly qualified and experienced staff has provided similar services to many cities and counties, and brings numerous combined years of related experience. All employees work for the firm and are not independent contractors.

As part of our services, we assure the following to the City:

- Key personnel will be available to the extend proposed for the duration of the project, and no person designated "key" to the project will be removed or replaced without the prior written consent of the City.

- **Staff designated to the City of Banning will not be pulled into other projects for staff augmentation, but will remain dedicated to the City of Banning for the entire duration of the contract.**

- Should we wish to make any permanent staffing changes, we will discuss these changes with the City at least 30 days in advance; and
- If the City requests staffing changes, we will make them in a timely manner.

CAA will not be using any sub-consultants, sub-contractors, suppliers or manufacturers to fulfill the scope of the City's services.

3. Key Management Resumes

Rusty R. Reed, PE

Principal-in-charge/ Chief Executive Officer/President

Years of Experience

30+

Education

B.S., Civil Engineering, University of Illinois

Registration

Civil Engineer: California and Arizona

License

General Contractor "A" – California

KEY QUALIFICATIONS

- Registered Civil Engineer
- Municipal Background
- Hands-on Engineering Experience
- Project Oversight
- Project Commitment

Mr Reed is the President of Charles Abbott Associates, Inc. He directs the firm's business affairs and oversees all client services. Mr Reed is involved in all aspects of Environmental Services, Building and Safety, City Engineering, Planning, Public Works, Capital Improvement Programs and Redevelopment for CAA's municipal clients. He is directly accessible to all our clients to ensure that performance standards, schedule and budget targets are met.

Previous Project Experience

- Wrote and identified codes, ordinances, and resolutions for implementation.
- Administered city design services for preparation of plans, specifications, and construction; managed and administered engineering and public works permit procedures, inspection services and records.
- Administered the implementation of Public Works Maintenance Contracts.
- Developed short and long-range capital improvement programs, and coordinated and identified methods of funding.
- Served as Town Engineer for the Town of Apple Valley for over 10 years.

Ron Grider, PE

Regional Director

Years of Experience

31+

Education

B.S., Civil Engineering, California State University, Los Angeles

Registration

Civil Engineer: California, Nevada, Florida, and Texas

Professional Memberships

ICC, CALBO

KEY QUALIFICATIONS

- Extensive Project Management Experience
- Registered Civil Engineer in NV, CA, FL, and TX
- Municipal Experience
- Hands-on Public Works Experience
- Extensive Plans Review Experience
- Multiple Certifications

Certifications

CALBO Certified Building Official
ICC Certified Building Official (0878901-CB)
IAEI Certified Electrical Inspector
ICC Certified Building Inspector (0878901-B5,K1,10)
ICC Certified Electrical Inspector (0878901-K2,E5)
ICC Certified Mechanical Inspector (0878901-M5,K4,44)
ICC Certified Plumbing Inspector (0878901-P5,K3,34)
ICC Certified Plans Examiner (878901-K6)
ICC Certified Combination Inspector (0878901-K8,K4,C8,50)
ICC Certified Combination Dwelling Inspector (0878901-R5,56)
OES/CALEMA DISASTER SERVICE WORKER (61525)

Mr Grider has over 31 years of construction, public works, and building & safety experience. He has held the position of Building Official, County Engineer, Sr. Engineering Manager as well as numerous other key positions in the field. Well known in the public sector as a compassionate leader focused on customer service, he is routinely involved in the presentation of building code, engineering principles and advancing the cause of preventing life loss and protecting property in Nevada and California. As Regional Director for CAA, he directs the services CAA provides in building and safety in Nevada and the California High Desert communities. He is also responsible for quality control and evaluation.

Professional Affiliations

Services Office (ISO) Compliance Member American Society of Civil Engineer
Member Structural Engineers Association of Southern California (SEAOSC)
Member Structural Engineers Institute (SEI)
Member California Building Officials (CALBO)
Member International Code Council (ICC)
Safety Assessment Emergency Services – State of California SAPC61525
American Institute of Steel Construction (AISC)

Jim Barrett, CBO

Years of Experience

30+

Education

Riverside Community College-Construction Technology
Mt San Jacinto Community College Engineering and Architectural Design
National Education Center - Architectural Design

Professional Memberships

ICC, CALBO

Certifications

ICC Certified Building Official
ICC Certified Building Inspector
CalOES Safety Coordinator
PC 832

KEY QUALIFICATIONS

- Certified Building Official
- Certified Building Inspector
- Strong leadership and interpersonal skills
- Public and Private Sector Experience
- Proven Conflict Resolution Skills through Management and Hands On Experience with Design and Construction
- Excellent Supervisory Skills

Mr. Barrett has over 36 years of construction, building and safety experience. He has held the position of Building Official for the Cities of Yucaipa, Colton, Banning, Loma Linda, March Joint Powers Authority, Canyon Lake and Calimesa. He was responsible for all the day-to-day Building Department activities including inspection and plan review of a wide range of commercial, industrial, medical and multi-family projects. In this capacity, Mr. Barrett has supervised up to 45 field and counter personnel. He has also served as Code Enforcement Manager. As a Building Official, Mr. Barrett has vast experience in the oversight of plan review and inspection of a wide variety of construction projects.

Recent Project Experience

Building Official for the City of Yucaipa
Building Official at the City of Colton
Building Official at the City of Calimesa
Deputy Building Official at the City of Banning
Deputy Building Official at the City of Loma Linda
Deputy Building Official at the City of Canyon Lake
Deputy Building Official at March Joint Powers Authority
Project/Inspection Manager at the Morongo Band of Mission Indians
Interim Code Enforcement Manager at the City of Perris

Professional Affiliations

Green Building Committee, California Building Officials, 2008-2009
Certified Disaster Response Team Member, CALBO (California Building Officials)
Board Member, ICC Citrus Belt and Foothill Chapters (Current)
Education Committee Chair, ICC Citrus Belt and Foothill Chapters (Current)
Past President, ICC Citrus Belt Chapter, 2008 and 2014
Instructor, CALBO (California Building Officials)

D. ALLOCATION OF RESOURCES

CAA offers one of the most comprehensive Building and Safety services in the industry, providing all functions of a full service department, as well as part time functions to accommodate fluctuations in workload, should they arise. We employ some of the most qualified and experienced professionals for the services requested.

We will provide a highly qualified ICC Certified Building Official with plan check capabilities to be available at City Hall during regular City Hall business hours as needed, with an expected presence of 10-20 hours per week depending on workload. The Building Official will also be available to respond to emergency situations. CAA will also provide a Certified Building Inspector to perform inspections during regular City Hall business hours. Both the proposed Building Official and Senior Building Inspector meet or exceed the City's qualification requirements and are able to provide all of the services listed in the City's Scope of Work. CAA will provide a full-time Certified Permit Technician to fulfill all counter duties, including but not limited to issuing permits, receiving and processing plans for review within the building department and coordination with other departments and outside agencies. Additionally, CAA will provide a Registered Engineer as well as additional Inspectors, Plans Examiners, Registered Professionals, and support staff on an as-needed basis.

CAA will conduct a thorough review of the City's building division and its practices to familiarize itself with City procedures and policies.

Conceptual Service Plan

CAA is proposing to provide the following:

- As needed ICC Certified Building Official with plan check capabilities and a broad experience in jurisdictional procedures, a solid background in code compliance and a strong commitment to customer service.
- As needed ICC Certified Building Inspector with extensive experience ensuring code compliance.
- Additional inspectors as work level dictates.
- A full-time Permit Technician with excellent customer service skills and experience in working with the City of Banning.
- On-site counter review for small or minor reviews.
- Licensed and certified Plan Review Engineer(s) for thorough and timely plan review of larger more complicated projects, including grading, erosion control, building, electrical and plumbing work.
- CAA will provide personnel to answer questions from the public and provide over the counter plan check as needed.
- CAA will provide Building and /or engineering staff for emergency situations; all CAA building and engineering staff are Disaster Service Worker (DSW) certified.
- CAA Building Inspectors will provide clear concise corrections for the applicant, corrections will be provided in a professional manner.
- CAA will complete Code required paperwork and any additional requirements by the City.
- CAA will provide a high level of customer service for internal and external customers.

- CAA will maintain all Building and Safety files and records in the City's current system or a CAA provided tracking system.
- CAA can provide Electronic Plan Review as well as an electronic permit Issuance system if desired.
- CAA will provide a CASp Certified Specialist to meet state law requirements.
- CAA will ensure the City's maximum service delivery time frames as outlined in the Scope of Work are consistently met.

Project Schedule

Certified Building Official	As Needed
Senior Building Inspector	As Needed
Permit Technician	40 hours/week
Plan Reviewers	As Needed

**All hours as shown are conceptual, days and hours to be set as agreed upon with the City*

Allocation of Resources

Task Description	Project Manager	Building Official	Senior Inspector	Structural Engineer	Building Inspector	Permit Tech	Total
	Hours Per Week						
Project Management	3*						3
Building Administration		10*					10
Plan Checking		10*	5*	10*		10	35
Building Inspection			10*		35*		45
Permit Issuance			2*			10	12
Counter Assistance		5*	3*		5*	20	33
Specialized or Conceptual Plan Review		1*		2*			3
City Event Participation	1*	1*					2
**As needed*							

E. SCOPE OF SERVICES

CAA has been providing Building & Safety Services to a growing number of cities and counties in the Southern California region since 1984. The following table lists some of the services we provide to meet the needs of our clients:

SERVICE ROLES	SERVICES
• Building Official • Building Inspector • Code Compliance Officer • Public Counter Technician • Public Works Director • City Engineer • Plan Checker • Fire Prevention Specialist/Inspector • Map Check Surveyor • Certified Environmental Trainers • Project/Construction Engineer • Landscape Manager/Supervisor • Landscape Architect • Redevelopment Agency Engineer • Assessment Engineer • Traffic Engineer • CASP Certified Specialist	• Building & Safety Administration • Plan Review • Building Inspections • Accessibility Assessments • Grading and Improvement Review • Environmental Assessments • Municipal NPDES Programs • NPDES Review • Public Works Administrative Services • Public Works Contracting • Work Management and Budgeting Systems • Organizational/Personnel Audits • Evaluation of Fee Structures • Grant/Funding Applications • AB 939 Implementation • Pavement Management • Asset Management

CAA will perform all Building and Safety Services outlined by the City. The CAA professionals that will be assigned to the City have many years of municipal experience to support the City's Building Services Division. CAA's professional staff successfully services over 40 cities, the majority of which are located in Southern California.

CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service.

CAA will provide all personnel required to perform the work outlined in the City's Scope of Work.

A. Chief Building Official Administrative Services

CAA has the resources and technical capabilities to meet the demands of the Chief Building Official services as outlined in the City's RFP and will oversee the City's building inspections, code compliance, and abatement functions and act as the official City representative on all building related matters. Our Building Officials and Inspectors are ICC certified, and have a minimum of 2+ years experience in the State of California. CAA's Chief Building Official will:

1. Provide quality control review of plan checks and inspections.

2. Prepare code updates as required.
3. Investigate and provide resolution to complaints and inquiries.
4. Provide all Building Official Administration and processing of complex Building Code issues.
5. Assist with the implementation and support of an automated permitting system
6. Review applications for compliance with applicable codes.
7. Coordinate with Code Enforcement regarding an aggressive abatement program.
8. Review and update the Building Safety Procedures Manual as necessary.
9. Provide comprehensive monthly reporting, including fee collection reports required by the State of California.
10. Process staff reports related to Building & Safety items.
11. Attend Planning Commission and City Council meetings as needed.
12. Provide after hours and emergency inspection and reports.

B. Building & Safety Services

CAA will provide all personnel required to perform all Building and Safety Services tasks, counter assistance, permitting and development activities, inspection, and public inquiries, including:

1. Provide front counter support during regular City Hall hours, 7:00am to 6:00pm, Monday through Thursday or during amended hours, if applicable.
2. Provide building inspection during the hours of 7:30am – 5pm, Monday through Friday. Inspections will be conducted no later than the following working day if request is received before 2pm.
3. Process building permits during regular City Hall hours.
4. Provide the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings, as well as grading and improvement review for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted California Building Code, California Residential compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, and California Mechanical Code, Title 24, and the City Municipal Code. Plan review will be performed in-house and off-site.
5. Provide plan check monitoring and permit issuance for grading, building,

electrical, mechanical and plumbing work, etc.

6. Provide inspection services. Inspectors assigned to the City will perform periodic construction inspections to verify that the work of construction is in conformance with the approved project plans, as well as identifying issues of non-compliance with applicable codes. Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green Building, and Accessibility Codes as adopted by the State and amended by the City, as well as a working familiarity with the Fire Codes although CAA understands that fire code plan review will continued to be performed by Calfire. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. CAA will provide one certified Senior Building Inspector to the City, available during the field hours of 7:30am to 5:00pm. Additional inspectors will be available as required by workload. A CAA Building Inspector will be available at all times to conduct urgent building inspections, should they arise.
7. Handle resident inquiries and resolve complaints, as required.
8. Process public records requests.
9. Review and update the Building/Safety Procedures Manual.
10. Provide annual reporting to satisfy reporting requirements.
11. Assist with construction and demolition debris recycling.
12. Provide Building Code Abatement administration and inspection.
13. Prepare for and attend pre-development review meetings.
14. Prepare statistical reports as required.
15. Maintain records and prepare documents for storage or imaging.

CAA will adhere or improve the service time frame for delivery as outlined by the City. Typically, all initial reviews will be returned within 10 business days for single family residential, small and large commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan checks in less than half the time.

Major plan check	14 calendar days
Subsequent plan checks	7 calendar days
Minor plan checks and single story homeowner additions	3 days or over the counter
Building inspection	Following day if request received before 2pm

Grading plan check	14 calendar days
Subsequent grading plan check	7 calendar days
Assistance at the public counter	Immediate during City Hall hours
Return of phone calls	By end of next business day
Monthly statistical accounting	Completed at the end of each month

CAA provides accelerated plan review for additional cost. Plans are turned around in 48 hours for first plan check and rechecks from day of submittal.

Communicating Plan Review Results

Plan reviews, when not immediately approved, will result in two complete typewritten plan check letters with comments referring to specific details and drawings, and referencing applicable code sections. We will provide a clear, concise, and thorough comment letter from which clients, designers, contractors, and owners can work. Comment letters are delivered to our clients and other designated recipients via email, fax, and/or reliable overland carrier unless directed otherwise. CAA will transmit plan review comments and coordinate re-checks directly to the City or to the applicant if desired, and completed plan review documents ready for approval will be returned to the City for final approval.

Additional Information

Inspection Personnel Qualifications

CAA assigned staff will perform inspection services as required by the City. Our staff will meet or exceed the City's minimum qualifications for all position(s). Competent inspectors will be provided whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdiction standards. All CAA inspectors are ICC certified.

Guaranteed Response Times

CAA assures the City that all turn around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.

- CAA will conduct any necessary or required building investigations as directed by the City. Investigations will include field and office research, investigation follow-ups and preparation of notices, letters, or documents.
- CAA will provide and maintain all vehicles and equipment required or necessary to carry out inspections and duties of the Building Services Division.

General Plan Review Services

Most minor plan review and rechecks can be performed in City Hall Offices, more complex plan reviews will be performed by plan review engineering staff qualified for such work. These plan reviewers are located throughout each service region and are able to quickly respond to the needs of the City. CAA plan check staff is familiar with construction utilizing various state-of-the-art structural systems as well as the latest technology in mechanical and electrical systems. Staff project experience ranges from

single-family dwellings to large multi-story buildings, including essential service buildings, commercial buildings, and industrial facilities.

- **Architectural**

CAA staff is certified and experienced in all phases of architectural review, including construction types, occupancies, separations, heights, areas, egress means, and fire/life safety. CAA staff will bring many years of experience to the City's review and inspection process with respect to size, shape, and use of buildings with varying complexities. Many of CAA's staff are active in architectural code promulgation at the state and national level and several sit on CALBO and International Code Council (ICC) committees.

- **Structural**

CAA's plan review structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. CAA's plan review engineers are located throughout each region and maintain California registration with an average experience of over 30 years in structural and design plan review.

- **Mechanical**

CAA staff is experienced in plan review and inspection of mechanical installations for compliance with the California Mechanical Code, including piping, duct layouts, and sizing for HVAC systems, mechanical equipment approval listings, and mechanical fixture locations, sizing, and counts. CAA staff will bring such knowledge, experience, and understanding to City reviews and inspections.

- **Plumbing**

CAA staff is trained to review plans for compliance with all aspects of the California Plumbing Code, including piping layouts and isometrics, plumbing fixture locations and approval listings, pipe size calculations, and accessibility details. CAA staff is well knowledgeable and experienced in the review and inspection of plumbing plans and installations, including applications from the simple to the complex. Since many of our staff has worked in the field, they can draw on their own expertise and experiences as the designer, developer, and inspector.

- **Electrical**

CAA staff is experienced in the plan review and the inspection of various electrical installations, both residential and commercial. CAA staff will review plans for compliance with the California Electrical Code, including the review of schematics, diagrams, panel schedules, load calculations, fixture approval listings, Title 24 Energy compliance calculations, and accessibility data.

- **Energy**

CAA staff is well informed of California's Energy Efficiency Standards for Residential and Non-Residential Buildings, or "California Energy" standards. CAA staff receives extensive annual training to ensure that each is aware of the specifics of these state programs.

- **Accessibility**

CAA staff attends state and locally sponsored CALBO and ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on

CALBO's Accessibility Compliance Committee. CAA can provide a Certified Access Specialist Program (CASp) professional to meet California's new requirements that took effect July 2010.

- **LEED**

CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC), Leadership in Energy & Environmental Design (LEED) certification standards. CAA has staff certified through the LEED process that are available to review City development projects that are required to have LEED Certification(s).

- **Green Building Code Review**

CAA can and will provide staff that are aware and up to date on the 2010 California Green Building Standards (CALGreen) Codo revisions. As with LEED certification, CAA seeks to enhance and improve City development projects through cooperation and collaboration with stakeholders.

Permitting Software

CAA offers to provide its own permitting software, File Maker Pro, at no cost to the City. Core functions of the software include:

- Easily collect customer (owner, applicant and contractor) information and construction data
- Calculate and charge fees based on provided building improvement costs or construction type
- Track submitted architectural plans through the entire plan review process
- Instantly issue building permits and other supporting documents for approved projects
- Track building inspections during construction projects
- Issue final paperwork and close out projects
- Provide mobile access to File Maker Pro via iPads for building inspectors in the field
- Easily compile permit reports, fee summary reports and other permit statistics

C. Included Duties, Responsibilities, and Information

CAA will ensure that all Building and Safety duties and follow-up is provided in a timely and responsive manner and adheres to the Service Timeframe for Delivery outlined in the City's RFP.

Staff Training
Maintaining high quality services is what has made CAA as successful as we are today. CAA becoming an ICC Preferred Provider underscores our commitment to outstanding quality. We understand that having experienced and qualified personnel is a fundamental requirement of being able to delivery quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

CAA is devoted to keeping our certified and licensed staff up-to-date on the latest practice, techniques and skills in their areas of specialization. Our staff regularly attends training courses, seminars, and conferences to ensure each is up-to-date with the most

relevant issues in the industry. As an example of these advanced industry-training standards, CAA provides California Building Official, (CALBO) certified in-house training to ensure staff members are aware of all State-mandated procedures, policies, and requirements. Additionally, we provide financial incentives to encourage participation in obtaining International Code Council (ICC) and other nationally recognized certifications. The knowledge obtained in achieving these certifications helps our professionals to keep up with the "State of the Art" and therefore gives us the ability to constantly improve the quality of service we are able to deliver to our clients.

We strongly believe in cross-training our employees in order to streamline the inspection process. Each inspector is able to perform multiple inspections, which is both cost effective to the City and simplifies the process for contractors, causing less wait times for inspections to be approved. Providing Cities with an efficient inspection process allows local communities to become more competitive in attracting economic development projects. Our approach to training is on going and not just occasional, assuring clients of work that is in full compliance to current standards. In addition, because the staff is well trained, they face virtually no learning curve and are able to get to work immediately.

Integration Plan

CAA prides itself on being a "team player" in each municipal service engagement. We train our staff to recognize that citizens of the community, City staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand.

The CAA Staff assigned to your project will be permanently assigned and will not be utilized to back fill other clients. Our staff will be available for after hours on call services.

CAA assures you that our team members will learn and keep up to date on City policies and procedures as we commence the engagement. Our staff will participate, as requested, in staff meetings and meetings with individuals and companies who are coming to the City to procure services. CAA staff will adhere to all City personnel policies and directives including hours of operation, dress code, and other team building efforts.

Our people are encouraged to participate in community activities including State of the City and other regularly scheduled public events. We consistently reinvest in our customers through sponsorship of events and civic activities.

CAA expects and demands that the staff we assign to the City quickly become a productive part of the City Team. We will obtain prior written approval prior to substituting or adding individuals to our key staff. Although our agreements do not specifically require it, we assure you that if we make an assignment and our staff member is not compatible (personality, personal behavior, etc.) with City staff we will, with your knowledge and approval, substitute another CAA staff member who can integrate seamlessly into your team.

CAA staff will strictly adhere to your policies and procedures regarding confidentiality, public release of information, and communications with media. CAA values each client and our staff conducts themselves in a manner not to bring attention to CAA but rather to always put the City in favorable public light. This is why the average length of service with our clients is over 16 years.

Document Management
CAA will assist the City in digitizing the backlog of building plans and permits, and suggests the use of it's permitting system to facilitate the day-forward management of plans and permits.

Project Controls
CAA tracks and controls project costs and will provide timely invoices through the company's payroll and accounting systems. Employees enter their time into the CAA payroll system from the primary workstation. The data is checked weekly by the Project Manager for accuracy and validity. CAA's administrative staff will prepare a monthly invoice per the agreement with the City. All invoices will be reviewed by the project manager prior to submittal to the City for payment.

D. Additional Programs

CAA will provide qualified personnel to serve as the City's Community Outreach Coordinator on an hourly basis. The Community Outreach Coordinator will possess excellent customer serve skills and will support the City in proactively addressing potential code enforcement issues with the public. The individual will be familiar with code requirements and resolve problems relating to code compliance.

F. PREVIOUS RELEVANT PROJECTS AND REFERENCES

The following contains related projects for CAA with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients. We invite you to contact any of our clients to obtain their opinion of the services we provide for them.

REFERENCES	SERVICES	SINCE
City of Yucaipa Mr. Ray Casey, City Manager (909) 797-2489 x 223 34272 Yucaipa Boulevard, Yucaipa, CA 92399	Building & Safety Engineering Support Fire Marshall Services	**1993**
City of Calimesa Randy Anstine, City Manager (909) 795-9801 908 Park Avenue, Calimesa, CA 92320	Building & Safety Full Service	**2014**
City of Mission Viejo Ms. Elain Lister, Community Dev. Director (949) 470-3000 200 Civic Center, Mission Viejo, CA 92691	Building & Safety Public Works Plan Review Public Works Inspection	**1995**
City of Aliso Viejo Mr. David Doyle, City Manager (949) 425-2500 12 Journey, Suite 100, Aliso Viejo, CA 92656	Building & Safety City Engineering Code Enforcement	**2002**
City of Fountain Valley Mr. Matt Mogensen, Interim Building and Planning Director (714) 593-4436 10200 Slater Avenue, Fountain Valley, CA 92708-4736	Building & Safety	**2004**
City of Stanton Mr. Omar Dadabhoy, Community Dev. Director (714) 890-4213 7800 Katella Avenue, Stanton, CA 90680	Building & Safety	**2004**
City of Laguna Niguel Mr. Dan Fox, Community Development Director (949) 362-4313 30111 Crown Valley Parkway, Laguna Niguel, CA 92677	Building & Safety Public Works Street Maintenance	**2006**
City of Rancho Santa Margarita Cheryl Kuta, Development Services Director (949) 635-1800, ext. 6707 22122 El Paseo, Rancho Santa Margarita, CA 92688	Building & Safety Environmental Public Works Code Enforcement	**2007**
City of Los Alamitos Mr. Steven Mendoza, Community Dev. Director (714) 431-3538 3191 Katella Avenue, Los Alamitos, CA 90270	Building & Safety Environmental	**2010**
City of La Palma	Building & Safety	**2012**

Douglas Dumhart, Community Dev. Director (714) 690-3340 7822 Walker Street, La Palma, CA 90623		
City of Laguna Hills Mr. Bruce Channing, City Manager (949) 707-2600 24035 El Toro Road, Laguna Hills, CA 92653	Building & Safety	**2012**
City of Palos Verdes Estates Anton Dahlerbruch, City Manager (310) 378-0383 340 Palos Verdes Drive West, Palos Verdes, CA 90274	City Engineering Building & Safety Code Enforcement	**1984**
City of Moorpark David Bobardt, Community Development Director (805) 517-6281 799 Moorpark Avenue, Moorpark, CA 93021	Building & Safety	**1988**
Town of Apple Valley Mr. Frank Robinson, Town Manager (760) 240-7000 14955 Dale Evans Parkway, Apple Valley, CA 92307	Building & Safety Public Work Administration Town Engineering	**1990**
City of Hidden Hills Ms. Cheri Paglia (818) 888-9281 6165 Spring Valley Road, Hidden Hills, CA 91302	Building & Safety City Engineering	**1990**
City of Twentynine Palms Mr. Larry Bowden, Acting City Manager (760) 367-6799 6136 Adobe Road, Twentynine Palms, CA 92277	Building & Safety City Engineering Traffic Engineering	**1993**
City of Camarillo Mr. Bruce Feng, City Manager (805) 388-5307 601 Carmen Drive, Camarillo, CA 93010	Building & Safety	**1994**
Town of Yucca Valley Mr. Shane Steuckle, Community Dev. Director (760) 369-7207 57090 Twentynine Palms Highway, Yucca Valley, CA 92284	Building & Safety Town Engineering Public Works Inspection	**1994**
Town of Pahrump Ms. Pam Webster, County Manager (775) 751-7075 400 N. Highway 160, Pahrump, NV 89060	Building & Safety Environmental	**1998**
City of Cypress Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress, CA 90630	Plan Review Building Inspection	**2008**
City of Adelanto D. James Hart, Ph.D., City Manager (760) 246-2300 11600 Air Expressway, Adelanto, CA 92301	Building & Safety	**2010**

City of Riverdale Ms. Camilla Moore, Community Dev. Director (770) 909-5480 971 Wilson Road, Riverdale, GA 30296	Building & Safety	**2012**
City of Palmetto William Shell, City Administrator (770) 463-3377 509 Toombs Street, Palmetto, GA 30268	Building & Safety	**2012**
City of Peachtree Corners Ms. Diann Wheeler, Community Dev. Director (678) 691-1200 147 Technology Parkway, Peach Tree Corners, GA 30092	Building & Safety	**2013**
City of Duarte Craig Hensley, Community Dev. Director (626) 386-6835 1600 Huntington Dr, La Palma, CA 91010	Building & Safety Inspection & Plan Review, Code Admin	**2013**
City of Griffin Kenny Smith, City Manager (770) 229-6406 100 South Hill Street, Griffin, GA 30223	Building & Safety	**2014**
City of Manchester Kathy Storey, City Manager (706) 846-3141 P.O. Box 366, Manchester, GA 31816	Building & Safety Code Enforcement	**2014**
City of Forest Park Al Wiggins, Community Development Director (404) 608-2300 785 Forest Parkway, Forest Park, GA 30297	Building & Safety	**2014**

The only contract of similar scope terminated within the past five years is with the City of Seal Beach, where CAA provided Building and Safety services.

City of Seal Beach Jill Ingram, City Manager (562) 431-2527 211 8th Street, CA 90740	Building & Safety	

Ron Grider, PE, CBO

Regional Director

Years of Experience

31+

Education

B.S., Civil Engineering, California State University, Los Angeles

Professional Memberships

ICC, CALBO

Certifications

CALBO Certified Building Official
ICC Certified Building Official (0878901-CB)
IAEI Certified Electrical Inspector
ICC Certified Building Inspector (0878901-B5,K1,10)
ICC Certified Electrical Inspector (0878901-K2,E5)
ICC Certified Mechanical Inspector (0878901-M5,K4,44)
ICC Certified Plumbing Inspector (0878901-P5,K3,34)
ICC Certified Plans Examiner (878901-K6)
ICC Certified Combination Inspector (0878901-K8,K4,C8,50)
ICC Certified Combination Dwelling Inspector (0878901-R5,56)
OES/CALEMA DISASTER SERVICE WORKER (61525)

KEY QUALIFICATIONS

- Extensive Project Management Experience
- Registered Civil Engineer in NV, CA, FL, and TX
- Municipal Experience
- Hands-on Public Works Experience
- Extensive Plans Review Experience
- Multiple Certifications

Mr Grider has over 31 years of construction, public works, and building & safety experience. He has held the position of Building Official, County Engineer, Sr. Engineering Manager as well as numerous other key positions in the field. Well known in the public sector as a compassionate leader focused on customer service, he is routinely involved in the presentation of building code, engineering principles and advancing the cause of preventing life loss and protecting property in Nevada and California. As Regional Director for CAA, he directs the services CAA provides in building and safety in Nevada and the California High Desert communities. He is also responsible for quality control and evaluation.

Professional Affiliations

Services Office (ISO) Compliance Member American Society of Civil Engineer
Member Structural Engineers Association of Southern California (SEAOSC)
Member Structural Engineers Institute (SEI)
Member California Building Officials (CALBO)
Member International Code Council (ICC)
Safety Assessment Emergency Services – State of California SAPC61525
American Institute of Steel Construction (AISC)

James Barrett, CBO

Certified Building Official

Years of Experience

31+

Education

Riverside Community College-Construction Technology
Mt San Jacinto Community College Engineering and Architectural Design
National Education Center - Architectural Design

License

General Building Contractor, California

Professional Memberships

ICC, CALBO

Certifications

ICC Certified Building Official
ICC Certified Building Inspector
CalOES Safety Assessment
PC 832

KEY QUALIFICATIONS

- Certified Building Official
- Certified Building Inspector
- Strong leadership and interpersonal skills
- Public and Private Sector Experience
- Proven Conflict Resolution Skills through Management and Hands On Experience with Design and Construction
- Excellent Supervisory Skills

Mr. Barrett has over 36 years of construction, building and safety experience. He has held the position of Building Official for the Cities of Yucaipa, Colton, Banning, Loma Linda, March Joint Powers Authority, Canyon Lake and Calimesa. He was responsible for all the day-to-day Building Department activities including inspection and plan review of a wide range of commercial, industrial, medical and multi-family projects. In this capacity, Mr. Barrett has supervised up to 45 field and counter personnel.

As a Building Official, Mr. Barrett has vast experience in the oversight of plan review and inspection of a wide variety of construction projects.

Recent Project Experience

Building Official for the City of Yucaipa
Building Official at the City of Colton
Building Official at the City of Calimesa
Deputy Building Official at the City of Banning
Deputy Building Official at the City of Loma Linda
Deputy Building Official at the City of Canyon Lake
Deputy Building Official at March Joint Powers Authority
Project/Inspection Manager at the Morongo Band of Mission Indians
Interim Code Enforcement Manager at the City of Perris

Professional Affiliations

Green Building Committee, California Building Officials, 2008-2009
Certified Disaster Response Team Member, CALBO (California Building Officials)
Board Member, ICC Citrus Belt and Foothill Chapters (Current)
Education Committee Chair, ICC Citrus Belt and Foothill Chapters (Current)
Past President, ICC Citrus Belt Chapter
Instructor, CALBO (California Building Officials)

Norma Barrett, Certified Permit Technician

Senior Permit Technician

Years of Experience

17+

Education

Palo Verde Christian. 1974-1979
Tucson, AZ – High School Diploma

Multnomah University 1979-1980
General Studies

Professional Memberships

ICC, CALBO

Certifications

ICC Certified Permit Technician
Notary Public

KEY QUALIFICATIONS

- Certified Permit Technician
- Extensive Municipal Experience
- Strong leadership and interpersonal skills
- Public and Private Sector Experience
- Proven Conflict Resolution Skills through Management and Hands On Experience with Design and Construction
- Citrus Belt Chapter Code Official of the Year 2010

Mrs. Barrett has over 17 years of building and safety experience and brings outstanding customer service skills. She has held the position of Permit Technician for the Cities of Colton, Banning, Loma Linda, Highland, Moreno Valley, Redlands, March Joint Powers Authority, Canyon Lake and Calimesa. She has been responsible for all the day-to-day operations of the building department counter including but not limited to issuing permits, receiving and processing plans for review within the building department, as well as coordination with other departments and outside agencies and over the counter plan review. In addition, Mrs. Barrett has maintained building department files and prepared all necessary reports for outside agencies.

An example of some of the specific projects and duties Mrs. Barrett has performed:

- Extensive knowledge of permitting software such as Permits Plus, HdL, Eden, HTE, City View and File Maker Pro
- Implementation of various permitting software.
- Training of Permit Technicians
- Performed Housing Inspections and prepared reports

Professional Affiliations

Member California Building Officials
Member International Code Council
Past President of the ICC Citrus Belt Chapter

Mike Martin, PE, MCP

Certified Building Official/Plans Examiner/ Master Code Professional

Years of Experience

26+

Education

BA Education, California State University San Bernardino

Professional Memberships

ICC

KEY QUALIFICATIONS

- Master Code Professional
- Excellent Customer Service Skills
- Plan Review and Inspections – all occupancies
- Municipal Background
- Multiple Certifications

Certifications

Fire Plans Examiner
PC 832 – Powers of Arrest
ATC-20 Certified (Post Earthquake Evaluation)
Accessibility Inspector/Plans Examiner
Building Plans Examiner
Master Code Professional
Mechanical Plans Examiner
CALGreen Inspector
CALGreen Plans Examiner
Certified Building Code Official
Certified Building Official
Combination Inspector
Commercial Building Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Plans Examiner
ICC Certified Combination Plans Examiner
Green Building Residential Examiner
Plumbing Plans Examiner
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector

Mr. Martin has over 20 years of municipal experience, 10 in a supervisory capacity. In 2004 he began his career with Charles Abbott Associates, Inc. in the Town of Yucca Valley as a Building Inspector. He is a valued member of the team, and has been instrumental in identifying and implementing procedures to improve service to the community. He has extensive experience in plan review, permitting and inspection for both residential and commercial projects.

Recent Project Experience

Senior Building Inspector for the Town of Yucca Valley

Steve Ahuna, PE, CBO

Registered Civil Engineer/Certified Plans Examiner

Years of Experience

30+

Education

M.S., Applied Economics, Santa Clara University, Santa Clara, CA
B.S., Architectural Engineering, California State University, San Luis Obispo

Professional Memberships

ICC, CALBO, SEAOSC

Certifications

ICC Certified Building Official (1036330-CB)
ICC Certified Plans Examiner (1036330-B3)
ICC Certified Plans Examiner UBC (1036330-00)
OES/CALEMA DISASTER SERVICE WORKER

KEY QUALIFICATIONS

- Licensed and Certified
- Certified Building Official
- Building Plans Examiner
- PE License CA, NV, FL and AZ
- Municipal Experience
- Structural and Architectural Review
- Extensive Plans Review Experience

Registration

Civil Engineer in California (C 34264), Nevada, Florida and Arizona

Mr. Ahuna has over 30 years of experience in architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings. He will oversee the plan review staff in the review of plans and calculations for compliance with adopted codes and any adopted amendments.

Recent Project Experience

- 3-Story Senior Complex, Laguna Niguel, CA
- 20 Unit Townhouse Project, Huntington Beach, CA
- Several Industrial/Office Buildings, Huntington Beach, CA
- Preliminary Review of a 300 Unit Condo Project, Huntington Beach, CA
- Nevada Cancer Institute
- Fairfield Apartments

Hiep Tran, PE

Registered Civil Engineer/Plans Examiner/Engineering & Code Professional

Years of Experience

31+

Education

B.S. Civil Engineering, California State University, Long Beach

License

Civil Engineer, C 35581

Professional Memberships

ICC, CALBO, SEAOSC

KEY QUALIFICATIONS

- Municipal Background
- Public and Private Sector Experience
- 30 years of building code plan review
- 15 years of engineering design, problem solving skills through management and hands on experience with design and construction

Mr. Tran has over 31 years of engineering construction, building and safety experience. He has held the position of Plan Check Engineer for the City of Newport Beach, California for over 21 years now and is responsible for all architectural and structural plans examining, accessibility plans reviews, and fire sprinkler alarm review assignments. Hiep has reviewed projects including residential, commercial, and industrial structures. Hiep also had his own practice in designing architectural and structural residential projects in California for several years.

Recent Project Experience

Plan Check Engineer for Newport Beach, CA for the past 20 years

Renee Meriaux, CBO, CASP, MCP

Years of Experience

20+ Years Municipal Experience

Education

B.S.
A.S., Associates of Science, Ventura College

Professional Memberships

ICC, CALBO

Certifications

ICC Certified Building Official (#375320)
ICC Certified Building Code Official (#375320)
ICC Certified Plumbing Code Official (#375320)
ICC Certified Building Plans Examiner (#375320)
ICC Certified Combination Inspector (#375320)
ICC Certified Building Inspector (#375320)
ICC Certified Electrical Inspector (#375320)
ICC Certified Mechanical Inspector (#375320)
ICC Certified Plumbing Inspector (#375320)
ICC Certified Plumbing Plans Examiner (#375320)
ICC Certified Combo Dwelling Insp. (#375320)
ICC Certified Res. Combo. Inspector (#375320)
ICC Certified Building Plans Examiner UBC (#375320)
ICC Certified Mechanical Inspector UMC (#375320)
ICC Certified Plumbing Inspector UPC (#375320)
ICC Certified Building Inspector UBC (#375320)
ICC Certified Permit Technician (#375320)
ICC Certified Building Plans Examiner CBC (#375320)
ICC Certified Building Inspector CBC (#375320)
ICC Certified Electrical Inspector CEC (#375320)
ICC Certified Plumbing Inspector CPC (#375320)
ICC Certified Mechanical Inspector CMC (#375320)
ICC Certified Combo Dwelling Inspector California Codes (#375320)
ICC Certified Combination Inspector Legacy (#375320)
California Certified Access Specialist (CASp) (#180)
ICC Certified Accessibility Inspector/Plans Examiner (#375320

KEY QUALIFICATIONS

- Certified Building Official
- Certified Access Specialist
- Master Code Professional
- CBC, UBC, and IBC certified
- Multiple Certifications
- Hands-on Construction and Building & Safety Experience
- Current President ICC Ventura Chapter
- Thorough Knowledge of Building Codes, Regulations and Construction Industry Standards

Ms. Meriaux is a Certified Access specialist who will provide plan review and accessibility support. Ms. Meriaux brings over 20 years of municipal and over 30 years of construction experience to this project. She is an experienced and certified Building Official/Building Inspector/Plans Examiner capable of providing all the necessary administrative support. She is active with ICC and CALBO serving on several exam development committees.

Recent Project Experience

- Currently serving as Deputy Building Official as well as Inspector and Plans Examiner for the City of Camarillo, CA
- Currently also serving as Building Official for the City of Stanton
- Previously served the Cities of Hidden Hills and Mission Viejo, and the County of Los Angeles

Committees

CALBO California Inspector Exam Committee
ICC Building Code/Plans Examiner Exam Committee
ICC Disaster Response Exam Development Committee

ICC Ventura Chapter

Past President
President
Treasurer
Secretary

H. PROPOSED FEE STRUCTURE

CAA has proposed a fee schedule in accordance with the City's preference of a percentage of fees collected rate structure. The fee structure is provided in a separate Cost Proposal as requested.

Charles Abbott Associates, Inc.

"Helping public agencies provide effective and efficient municipal services to improve communities since 1984"

Cost Proposal for

Building and Safety Services

Prepared for

City of Banning

Attn: City of Banning City Clerk
99 E. Ramsey Street
Banning, CA 92220

By:
Charles Abbott Associates, Inc.

27401 Los Altos # 220
Mission Viejo, CA 92691
Toll Free: (866) 530-4980

www.caaprofessionals.com

COST PROPOSAL

CAA will provide an as-needed Building Official, as-needed Building Inspector, full-time Permit Technician, as-needed CASp, and other supporting personnel and resources to perform all of the building official and building plan check/inspection services for the following percentage of fees collected:

Monthly Fees Collected	CAA % of Fees Year 1	Year 2	Year 3
The first $15,000	65%	65%	65%
Amounts over $15,001 to $30,000	55%	55%	55%
Additional amounts over $30,001	50%	50%	50%

Monthly Fees Collected	CAA % of Fees Year 4	Year 5
The first $15,000	65%	65%
Amounts over $15,001 to $30,000	55%	55%
Additional amounts over $30,001	50%	50%

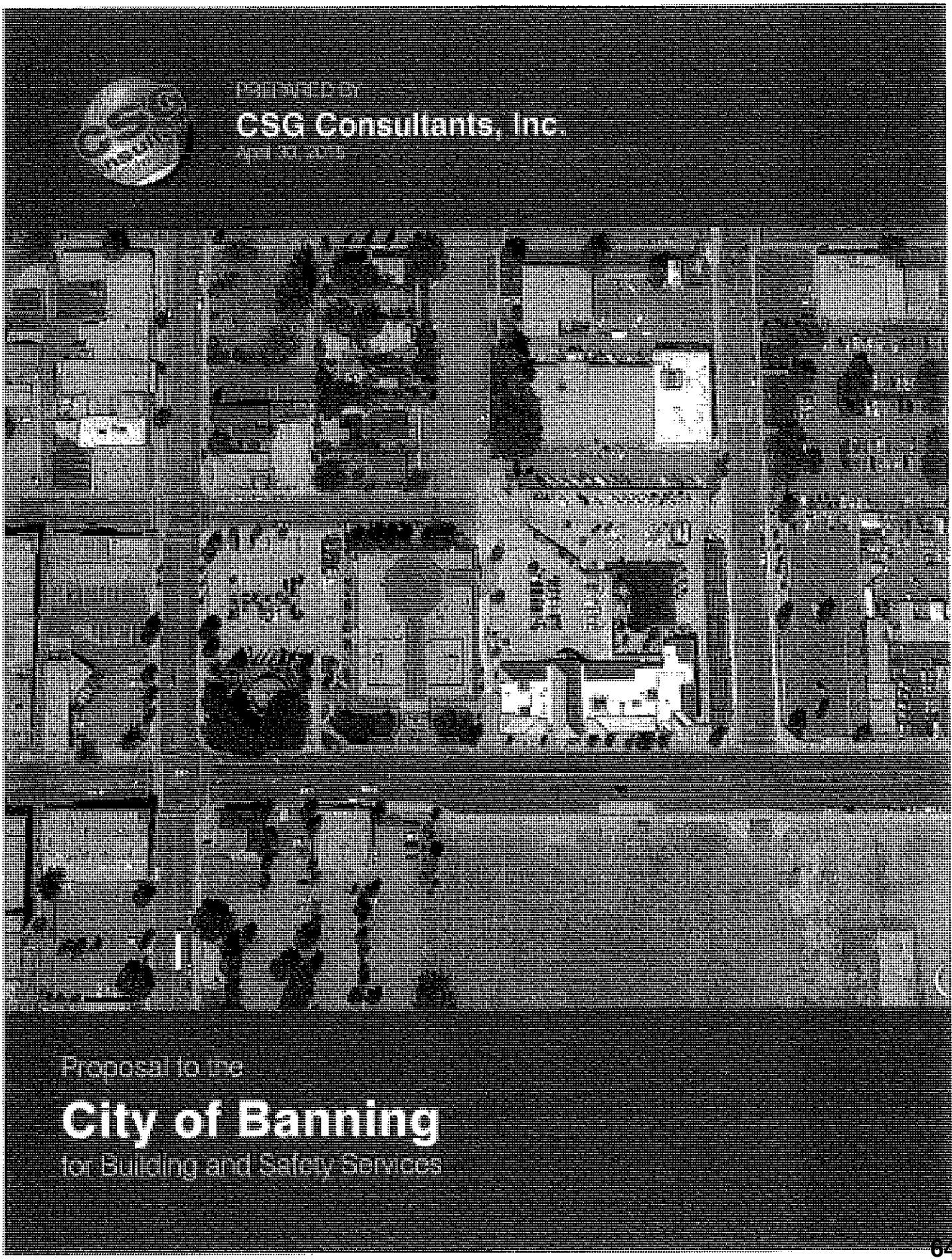
A Community Outreach Coordinator will be provided at the hourly rate of $60/hour. The anticipated initial workload as specified by the City is 4-20 hours per week, variable.

Additional work not covered in this proposal shall be billed at the hourly rates specified in our rate sheet.

STANDARD HOURLY RATE SCHEDULE
Effective July 1, 2014

CLASSIFICATION	HOURLY RATES	CLASSIFICATION	HOURLY RATES
Principal Engineer	175.00	Principal Building Official	145.00
City Engineer	165.00	Building Official	122.00
Project Supervisor	145.00	Senior Building Inspector	110.00
Project Manager	135.00	Building Plan Checker	97.00
Project Engineer	130.00	Building Inspector/Plan Checker	90.00
Sr. Registered Engineer	125.00	Code Enforcement Officer	60.00
Senior Design Engineer	115.00	Permit Specialist	66.00
Associate Engineer	110.00		
Assistant/Design Engineer	98.00	Community Development Director	145.00
		Principal Planner	132.00
Senior Traffic Engineer/Manager	150.00	Senior Planner	107.00
Transportation Planner	110.00	Associate Planner	97.00
Traffic Engineer Associate	95.00	Planning Technician	68.00
Sr. Draftsperson (CADD)	90.00	Landscape Director	116.00
Draftsperson (CADD)	80.00	Associate Landscape Architect	95.00
Computer Technician	80.00	City Forester	88.00
Senior Environmental Consultant	145.00	Expert Witness Services	200.00
Environmental Engineer/Scientist II	115.00	Senior Contract Administrator	107.00
Environmental Engineer/Scientist I	92.00	Administrative Assistant	57.00
Associate Environmental Engineer	87.00	Word Processor	50.00
		Clerical	45.00
Senior Public Works Inspector	95.00		
Public Works Inspector	87.00		
3-Person Survey Crew	270.00		
2-Person Survey Crew	210.00		

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).


Prepared by
CSG Consultants, Inc.
Proposal to the
City of Banning
for Building and Safety Services

PROPOSAL TO THE

City of Banning

FOR

Building and Safety Services

PREPARED BY

CSG Consultants, Inc.

April 30, 2015

801 Park Center Drive | Suite 230| Santa Ana, CA 92705
Phone (714) 568-1010 | Fax (714) 568-1028 | www.csgengr.com
San Mateo • Sacramento • Santa Ana • Newman • Pleasanton

Cover Letter

SECTION A

April 30, 2015

Brian Guillot
Acting Community Development Director
City of Banning
99 E. Ramsey Street
Banning, CA 92220-0998

Re: Request for Proposal – Building and Safety Services

CSG Consultants, Inc. (CSG) is pleased to present this proposal for building and safety services to the City of Banning (City). Our firm brings specialized expertise, proximity, and knowledgeable and highly experienced staff.

We understand the City is seeking a qualified consultant to provide professional building and safety services. CSG can readily provide these requested services and no sub-consultants will be used for these services. All proposed CSG staff are registered, ICC certified, with additional qualifications including LEED, DSA, and CASp experience and certification. Many of our proposed staff members are cross-trained in multiple service levels, providing our clients with increased efficiency as well as the ability to provide on-call staffing depending upon the City's fluctuating needs.

CSG works solely for public agencies, currently furnishing building and safety, public works, planning, fire prevention, code enforcement as well as additional services to over 140 clients, including many neighboring communities. Our local office is in Santa Ana and we can easily be available for meetings at City Hall when requested. I will serve as the project manager for this contract, and my contact information is as follows:

> **Khoa Duong, P.E.** | *Vice President, Building & Fire Life Safety*
> 801 Park Center Drive | Suite 230 | Santa Ana, CA 92705
> (714) 568-1010 Phone | (714) 872-6123 Cell
> khoa@csgengr.com

Please feel free to contact me with any questions or comments you may have regarding our proposal. If I am unavailable, please contact **Paul Armstrong**. He can be reached at (714) 679-9769. We look forward to an opportunity to provide building and safety services to the City.

Sincerely,

Khoa Duong, PE
Vice President, Building & Fire Life Safety, CSG Consultants, Inc.

CSG Consultants, Inc. (CSG) is a California company with our local office located in Santa Ana. Additional support is available from our corporate office in San Mateo and other offices in Pleasanton, Newman and Sacramento. ***Founded in 1991, CSG performs work solely for public agencies, eliminating the potential for conflicts of interest.*** In this way, we can focus exclusively on the specific needs of our municipal clients.

CSG provides a wide range of services to community development and public works departments, often serving as a seamless extension of City staff. The majority of the 200+ individuals within our firm have provided public agency services throughout their entire careers. Our talented personnel bring a wealth of ideas and experiences having held similar positions with communities facing the same development issues as the City of Banning. Depending upon the needs of our clients, we can serve in either a project-specific or on-call staff augmentation capacity.

Firm Summary

NAME OF FIRM:	CSG Consultants, Inc.
PROJECT CONTACT:	Khoa Duong, PE, Vice President, Building & Fire Life Safety
LOCAL OFFICE:	801 Park Center Drive, Suite 230, Santa Ana, CA 92705 (714) 568-1010 phone, (714) 568-1028 fax khoa@csgengr.com
CORPORATE OFFICE:	1700 South Amphlett Boulevard, 3rd Floor, San Mateo, CA 94402 (650) 522-2500 phone, (650) 522-2599 fax www.csgengr.com info@csgengr.com
REGIONAL OFFICES:	6200 Stoneridge Mall Road, Suite 300, Pleasanton, CA 94588 1022 G Street, Sacramento, CA 95814 1247 Main Street, Newman, CA 95360
YEARS IN BUSINESS:	23 • Founded in 1991
NUMBER OF EMPLOYEES:	200+
TYPE OF BUSINESS:	California Corporation • Incorporated June 15, 2000 • Federal ID: 91-2053749

Staff Composition

Our professional municipal services staff consists of:

- Structural Engineers
- Plan Review Engineers
- Plan Reviewers
- Building Officials
- Inspectors
- CASp Professionals
- Planning Professionals
- Grading Improvement Plan Reviewers & Inspectors
- Fire Department Plan Reviewers & Inspectors
- Information Technology Professionals
- Program & Project Managers
- Civil Engineers
- Construction Managers
- Sustainability Professionals

Municipal Services

Our services and project experience include the following areas of expertise:

BUILDING & FIRE LIFE SAFETY

Building Department Administration
Building Plan Review and Inspection
Fire Plan Review, Inspection, and Fire Protection Engineering
Structural Plan Review
OSHPD3 Review
CASp Assessment and Inspection
Public Facilities Assessment
LEED/Green Building Services
Code Compliance/Enforcement
Staff Augmentation

PLANNING & SUSTAINABILITY

Staff Augmentation for Current and Advance Planning
Project Management Including Plan Amendments
CEQA Environmental Review
Energy Efficiency, Water Conservation, Solid Waste Program Development
AB 32 Compliance/Climate Action Plan Development and Implementation
Greenhouse Gas Reduction Strategies
Grant Writing and Grant Management

INFORMATION TECHNOLOGY

GreenVue Software
Digital Plan Review
Electronic Archiving
Web-Based Construction Management
Asset Management
Project Management
GIS and IT Support

PUBLIC WORKS ENGINEERING & DESIGN

Capital Improvement Project Design: Transportation/Roadway, Water and Sewer Utilities, Traffic Engineering
Development Review, Plan Check, Surveying and Mapping
Storm Water Program Compliance (NPDES, QSP/QSD)

CIP PROJECT & PROGRAM MANAGEMENT

Capital Improvement Program Development and Implementation
Federal and State Grant Administration
Rule 20A Undergrounding
Staff Augmentation Including: Design Consultant Coordination, Project Scoping, RFP Preparation

CONSTRUCTION MANAGEMENT & INSPECTION

Contract Administration, including: Resident Engineer Oversight, Inspection and Construction Management
Constructability/Biddability Reviews
Cost and Schedule Control
Claims Avoidance

Insurance Coverage

CSG currently has the insurance coverage as shown below.

COVERAGE	Limits of Liability
WORKERS COMPENSATION:	Statutory
COMMERCIAL GENERAL LIABILITY:	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
AUTOMOBILE LIABILITY:	Bodily Injury: $500,000 per person $1,000,000 per accident Property Damage: $100,000 per occurrence
PROFESSIONAL LIABILITY: (Errors and Omissions)	$1,000,000 per claim

Financial Condition

CSG has a strong financial base and has no financial concerns which would impact the financial stability or capacity of the firm to perform the duties as requested over the term of the contract. Audited financial statements can be provided separately, if requested. CSG has no pending lawsuits or claims arising from any public projects relating to building and safety services currently or in the past 5 years.

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SECTION C

CSG understands the requested scope of work to include a chief building official, plan review, building inspection and permit processing services and that the City's intention is to select a consulting firms whose primary business is the provision of building officials, inspections, plan check and permit processing services to government agencies and/or private developers.

With its experienced, highly qualified staff, CSG furnishes building and safety, public works, planning, fire prevention, code enforcement as well as additional services to over 100 other clients, including many neighboring communities. Importantly, CSG works solely for public agencies and will not be utilizing subconsultants on this contract, eliminating the potential for conflicts of interest and ensuring delivery of efficient, cost-effective, high quality services to the City.

Staff Qualifications

Key personnel qualifications and certifications are provided in the following chart, and Khoa Duong's resume is provided on the subsequent page.

NAME	QUALIFICATIONS	LICENSE/ CERTIFICATION	TYPE OF REVIEW WORK
Khoa Duong, PE *Management Contact /Project Manager / Plan Review Engineer*	Professional Civil Engineer, State of California Professional Civil Engineer, State of Nevada Certified Plans Examiner, ICC Certified Safety Assessment Program, State of California	43901 013620 0940436 72868	Building, Plumbing, Mechanical, Electrical, & T24 Energy
Paul Armstrong, PE, CBO *Senior Plan Review Engineer / Building Official*	Professional Civil Engineer, State of California Building Official, ICC Certified	45464 0002014-CB	Building, Plumbing, Mechanical, Electrical, & T24 Energy
Chi Tran, SE, PE, CBO *Structural Plan Review Engineer / Building Official*	Professional Structural Engineer, State of California Professional Civil Engineer, State of California Building Official, ICC Certified Plans Examiner, ICC Certified	2728 33643 1061872-CB 1061872-B3	Building (Structural), Plumbing, Mechanical, Electrical, & T24 Energy
Ritchie Kato, SE, PE, CASp *Structural Plan Review Engineer*	Professional Structural Engineer, State of California Professional Civil Engineer, State of California CASp Specialist	2650 31833 272	Building (Structural), Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
Ed Chock, SE, PE *Structural Plan Review Engineer*	Professional Structural Engineer, California Professional Structural Engineer, Nevada Professional Structural Engineer, Arizona Professional Structural Engineer, Utah Professional Civil Engineer, California Professional Civil Engineer, Nevada Professional Civil Engineer, Texas Certified Building, ICC Certified Plans Examiner, ICC Certified Building Plans Examiner CBC Certified Building Plans Examiner Certified Certified Building Official Registered Civil Engineer	3759 018605 51735 7850765-2203 24158 018605 106754 3118 88554 0123030 0123030 0123030 24158	Building (Structural), Plumbing, Mechanical, Electrical, & T24 Energy
Tung Le, PE *Plan Review Engineer*	Professional Civil Engineer, State of California	79720	Building, Plumbing, Mechanical, Electrical, & T24 Energy
Andrew Hoang, EIT *Building Plans Examiner*	Engineer in Training, State of California Plans Examiner	XE104446 5044839-B3	Building, Plumbing, Mechanical, Electrical, & T24 Energy
Andrew Bond *Building Plans Examiner*	Residential Plans Examiner, ICC Certified	8246642	Building, Plumbing, Mechanical, Electrical, & T24 Energy
Daniel Watson, EIT *Residential Building Plans Examiner*	Engineer in Training, State of California Residential Plans Examiner, ICC Certified California Residential Building Inspector, ICC Certified Permit Technician, ICC Certified	XE104446 8185491 8093709 8185491	Building, Plumbing, Mechanical, Electrical, & T24 Energy
John Hartley *Building Inspector*	Certified Building Inspector ICC Certified Plans Examiner ICC Certified Code Enforcement Officer Certified CACEO Post-Disaster Safety Officer	530130 530130	Residential, Commercial, Oil, Code Enforcement
Forest Johnson *Building Inspector*	Residential Building Inspector ICC Residential Mechanical Inspector ICC	B-15308629 M-15308629	Residential & Commercial
Richard Millan *Building Inspector*	Residential Building Inspector	8259814	Residential & Commercial

NAME	QUALIFICATIONS	LICENSE/ CERTIFICATION	TYPE OF REVIEW WORK
Dennis Clark *Permit Technician*			Collect fees, communicate with applicants, handle plans, assist engineers
Julie White *Permit Technician*			Collect fees, communicate with applicants, handle plans, assist engineers

Khoa **Duong** PE

Vice President, Southern California
Building & Fire Life Safety

LICENSES and CERTIFICATIONS

Professional Engineer, State of California | 43901

Professional Engineer, State of Nevada | 013620

Certified Plans Examiner | ICC 0840436-B3

Certified CEC Non-Residential | ICC NR05-94-5665

Certified CEC Residential | ICC R05-05-5055

Safety Assessment Program, State of California | 72868

EDUCATION

Bachelor of Science, Civil Engineering
California Polytechnic State University | Pomona, CA

Mr. Duong serves as CSG's Building & Life Safety Manager and performs the key role of plan review quality control. With more than twenty five years of experience in building plan review, including onsite plan check engineer services, Khoa ensures that CSG's clients receive the highest quality plan review services. Prior to joining CSG, Mr. Duong worked in both the public and private sectors. His experience includes the following:

- Vice President in charge of plan review for Berryman & Henigar, where he worked for ten years.
- Supervising plan review engineer for Willdan, where he was responsible for the day-to-day operations of the plan review section in the San Bernardino office and served as plan review engineer for numerous cities and counties throughout California and Nevada.
- Plan review engineer with the City of San Diego Building Department.

Mr. Duong's expertise includes review of complex commercial, industrial and residential structures for compliance with applicable building codes and ordinances, engineering standards and specifications, supplemental energy requirements, and ADA regulations.

RELEVANT EXPERIENCE

Plan Check Engineer | Various California Jurisdictions
Mr. Duong has served as Plan Check Engineer for the Cities of Turlock, Burlingame, Rancho Cordova, Chino, Murrieta, and Costa Mesa. Mr. Duong performed structural plan check and non-structural MEP, energy, as well as ADA reviews for commercial, industrial, and residential structures.

In-House Plan Check Engineer | Various California Jurisdictions
Mr. Duong has served as an In-House Plan Check Engineer for the Cities of Orange, Fullerton, Yorba Linda, Tustin, Westminster, and La Habra, performing structural plan check and non-structural MEP, energy, and ADA reviews. He interfaced with developers, architects, and engineers.

Allocation of Resources

SECTION D

Methodology

CSG will provide a Building Official, plan check engineer, counter technician, and building inspector. Depending on the needs of the City, these positions can be part or full time. Our proposed team has been selected to best support the project and will deliver the highest level of service through its application of technical expertise, knowledge of municipal processes and procedures, efficient and effective customer care, and application of code compliance combined with innovative and helpful alternatives.

CSG employs a team of professionally licensed structural engineers, plan review engineers, certified building officials, plan reviewers, CASp professionals, building officials, inspectors and permit technicians to manage building department operations, support front counter procedures, review plans, and inspect structures for code conformance.

Our extensive experience in furnishing comprehensive building and fire life safety services to jurisdictions provides a consistent, strong technical foundation to all projects. From cutting edge digital plan review to providing faster-than-scheduled turnaround times, and assisting with last minute inspection requests, CSG will deliver the highest quality services to the City of Banning. Key benefits that we offer include:

- **Concentrated focus on cost-saving approaches and methods.** Because we serve many municipalities and agencies, we are constantly improving and adapting to provide our clients with the most cost-effective services. We share a wealth of recommendations from our varied experience with other communities to help keep our clients' budgets healthy and on-track.
- **Customized, responsive services.** We are skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. We can quickly fine-tune staffing levels to match or adjust to changes in plan review, inspection and front counter activity—always maintaining the highest level of customer service. We hand pick staff uniquely qualified and experienced to deliver the exact services requested.
- **Fully committed and qualified personnel.** We maintain a staff fully licensed and certified at the highest level of industry standards. To keep our personnel on the industry's cutting edge, many serve as popular educational instructors and lecturers as well as sit on leading boards and committees for organizations developing and implementing important code regulations. We also keep up with latest in procedures and use of products, e.g., green building, accessibility, CASp certification requirements, NPDES, MRP, and more.
- **Swift turnarounds and expedited services.** With extensive experience in the digital plan review process, our staff excels at providing the speediest turnarounds in the industry. We easily match and more often beat any required timing, and make available our scanned plan review documents free to our clients.
- **Leading-edge technology with cost-saving solutions.** CSG delivers a suite of digital options for jurisdictions—speedy digital plan reviews including electronic versions of plan comments as well as a final set of scanned plans; an optional, easy-to-use online web application/portal for submittal, tracking and approval of digital plans; and available full scanning and archival services.

- **Environmentally friendly practices.** Our corporate policy on sustainability supports a healthy environment, reduces our carbon footprint and promotes environmental stewardship through environmentally preferable purchasing and other sustainability actions. Our digital plan review system encourages the bypass of paper products, and all possible documents at CSG are printed double-sided on recycled, post consumer content paper.

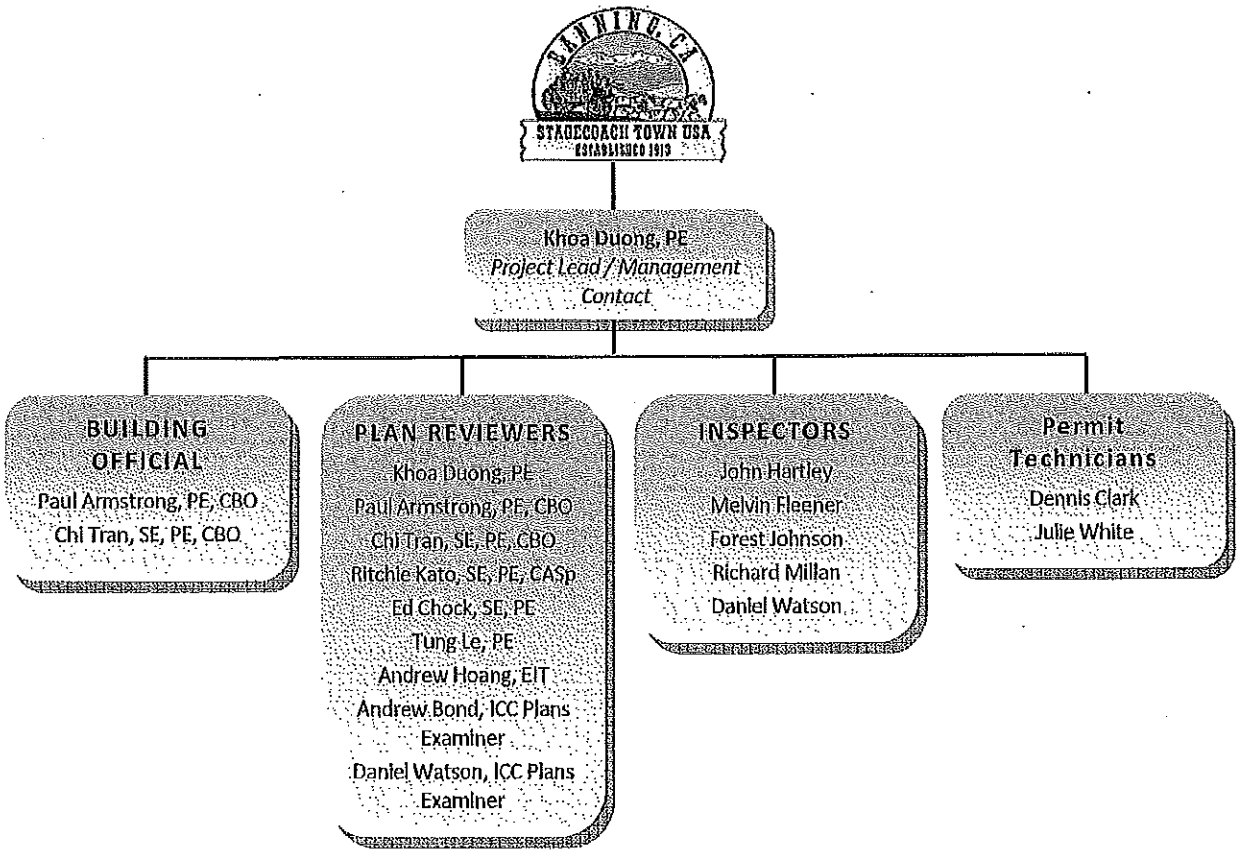
Commitment to Excellence

We encourage staff to participate in and contribute to the many associations important to our industry. Knowing technical excellence and proficiency is vital to successful public service, attending update seminars, specialized training classes and continuing certification conferences is an integral part of delivering best-in-the-business service to our clients. Many of our staff hold or have held key positions within the groups listed below as well as serve as in-demand instructors and trainers.

- *League of California Cities*
- *California Building Officials*
- *International Code Council*
- *ICC Chapters of Los Angeles Basin, Coachella, Orange Empire, Foothill, Sacramento Valley, East Bay, Peninsula, Napa-Solano, Yosemite, Monterey, Shasta Cascade*
- *County Building Officials Association of California*
- *California Fire Chiefs Association*
- *Northern Fire Prevention Officers*
- *Southern Fire Prevention Officers*
- *National Fire Protection Association*
- *California Automatic Fire Alarm Association*
- *American Fire Sprinkler Association*
- *National Fire Sprinkler Association*
- *American Public Works Association*
- *Institute of Transportation Engineers*
- *Structural Engineers Association of Northern California*
- *Structural Engineers Association of Southern California*
- *Certified Access Specialist Institute (CASI)*

Project Schedule

CSG proposes the following project schedule for this project. All services will be directed out of our Santa Ana office with additional resources available, if necessary, from any of our regional offices. Khoa Duong will oversee the proposed building official, plan review, and inspection staff members who are available immediately. Mr. Duong will allocate appropriate staff and hours to complete all projects on time.



Scope of Services

SECTION E

CSG understands the City seeks building plan review, inspection services, and building official in times when work load exceeds the capacity of City staff. We have the ability to perform services both at the City and at our local office. Described below is CSG's approach to delivering these services.

Building Official Services

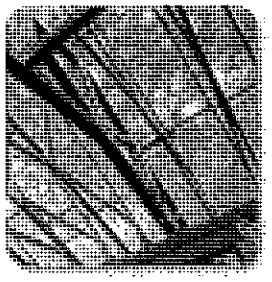
CSG's building officials can perform management of a Building Division, as well as provide oversight and direction and be available part-time as needed as requested. Our building officials are certified with many years of building industry experience, and can provide staff management, plan review, and inspection roles as needed. CSG's Building Officials provide a well-rounded approach to building administration and the operations of a building department. Our building officials are well-known for their consummate customer service skills and successful identification of solutions through innovative problem solving. They are thoroughly familiar with the following services listed below and can easily adapt to other needed requests:

- *Quality Control*
- *Building Code updates and adoption*
- *Resolution of inquires and complaints*
- *Building Official Administration, processing of complex Building Code issues and dispute resolution*
- *Building and Safety procedure manual development*
- *Monthly reporting of Building and Safety activities and annual reporting*
- *Participating in pre-development review and providing comments*
- *Processing of Planning Commission and City Council staff reports (as needed)*
- *Attendance at Planning Commission and City Council meetings (as needed)*

Plan Review Services

Compliance Standards

Our team of professionals is ready to assist in all aspects of plan review and to focus on the special needs and requirements of each of our clients. We promise prompt turnaround times and offer comprehensive online status reports. Our plan checkers carefully review all documents for compliance with building codes, fire codes, energy conservation standards, State accessibility regulations, and all local ordinances. We understand and will comply with the City's own requirements for plan review services. Our engineers and plan reviewers review plans for compliance with all policy and model codes adopted by the State of California, including but not limited to:



- *2013 California Building Code, Volumes 1 and 2*
- *2013 California Residential Code*
- *2013 California Electrical Code*
- *2013 California Plumbing Code*
- *2013 California Mechanical Code*
- *2013 California Fire Code as amended and adopted by the State of California (Title-24, Part 9 California Fire Code)*

- *National Fire Codes as published by the National Fire Protection Association (NFPA); as adopted and referenced by the State of California (California Code of Regulations, Title-19, Section 1.09)*
- *2013 State Historical Building Code*
- *2013 California Energy Code*
- *2013 California Green Building Code*
- *NPDES/WQMP/SWPPP Compliance*
- *City adopted ordinances and amendments relative to building and municipal codes, including project Conditions of Approval from other City departments, divisions, regulating agencies, and jurisdictions*

Grading Plan Review

CSG utilizes an individualized review process tailored to meet a jurisdiction's particular needs and design requirements or guidelines. Upon initiation of the project, CSG will prepare a customized grading plan check review checklist encompassing industry standards and state or federal rules and regulations. The checklist is commonly prepared from the City's Municipal Codes/Ordinances, City standard plans and specifications, design guidelines available online to the general public, and any other public or confidential information made available to CSG by City staff. Our experienced staff regularly reviews the following in conjunction with each Grading Plan Check and WQMP submittal:

- *Rough and Final Grading Plans*
- *Off-site Improvements and Encroachment Permits*
- *Sediment and Erosion Control Plans*
- *Stormwater Pollution Prevention Plans (SWPPPs)*
- *Construction Notes & Details*
- *Construction Cost Estimates (Engineer's Estimates/Proboble Costs)*

We review the plans and supporting documents for compliance with the following:

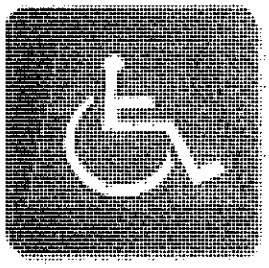
- *Municipal Code, City Design Guidelines and Standards, or other City procedures and policies*
- *Community Plans (Specific Plan, General Plan)*
- *City Standards*
- *CEQA & other environmental documents*
- *Final/Parcel Map & Subdivision Map Act*
- *National Pollutant Discharge Elimination System (NPDES) permits*
- *Santa Ana Regional Board Requirements*
- *Other regional agency requirements as they relate to grading*
- *ADA compliance*
- *Industry Standards*

Our staff is trained and experienced in the following:

- *NPDES Compliance, permanent stormwater treatment measures*
- *Hydro-Modification (HM) and design of detention systems*
- *Construction Site Compliance for Water Quality Protection*
- *State General Construction Permit(QSDs/QSPs on staff)*
- *Caltrans Standard Specifications and Standard Plans*
- *Subdivision Map Act & Land Surveyors' Act*
- *Industry Standards*

CASp Services

We understand California Building Departments are required to have a CASp certified professional in place and available for technical questions and interpretations. Our CASp certified staff are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. In accordance with current rules and regulations, CSG can supply a CASp certified professional to review all plans for accessibility and to facilitate compliance with regulations.



OSHPD 3 Reviews

Our staff of professional engineers and certified plans examiners is experienced with the differences between CBC and OSHPD 3 facilities. They have successfully completed many OSHPD 3 plan reviews for multiple client agencies. CSG can also provide certified OSHPD Inspectors of Record for a variety of different projects.

Green Building and LEED Certification

Our Building Division staff is experienced in plan review and inspection for compliance with CALGreen and local green building ordinances. In addition, CSG Consultants has all of the qualifications necessary to assist the City in both the development of policy and the implementation of green and sustainable building practices. CSG's Sustainability Programs division can assist, for example, with construction and demolition debris, recycling programs, as well as public outreach to the building industry. We have Certified Green Building Professionals (CGBP) and LEED accredited personnel on staff.

Digital Plan Check

CSG began the transition to digital plan review over 8 years ago, leading the consultant field with this ground-breaking service. *All paper plans submitted to CSG are immediately scanned into digital files and stored on CSG's servers for speedy access by both our clients and our plan reviewers.* Our plan reviewers furnish electronic versions of their plan comments conforming to each client's established correction list templates. Any additional forms utilized by the City for alternative methods of construction and/or deviations from requirements, such as disabled access, will be incorporated into the correction comments and returned with the appropriate recommendations. Plan check comments can be delivered electronically by email or other City approved means, enabling City staff to immediately modify CSG's checklist for incorporation with other department comments. **Upon final approval, clients are provided with a set of digitally scanned plans at no cost and including convenient, "green" (paperless) storage of all construction-related documents.**

In addition, for jurisdictions requesting a pure digital plan review workflow, CSG has developed an online web application for an applicant to submit digital files directly to us, which includes an online portal for the applicant/jurisdiction to retrieve comments and submitted digital files with redlines. This online portal tracks all submittals, including re-submittals until the plans have been approved. Key features of our digital plan review service include:

- ***Efficiency.*** *Plans are pushed to plan review staff the same day they are submitted. There is no "bin time."*
- ***Simplicity.*** *CSG developed our own web-based portal to manage the electronic file submittal process. By using a web interface, the applicant is no longer faced with size restrictions on email attachments or required to learn complex FTP settings.*
- ***Experience.*** *We have provided a digital plan review option to our clients for over ten years.*

- ***Non-Proprietary.*** *CSG's electronic review process is 100% PDF based with no additional software required to view redlines.*
- ***Growth.*** *Should the City decide to implement electronic review as a standard, CSG offers an integration path for our electronic review software (GreenVue Fusion).*

Online Plan Check Status

CSG offers a convenient service allowing clients to check plan review status and comments online. By logging in to our Plan Check Status website, staff as well as authorized applicants can view each project document and communicate with the plan checker via e-mail or post-a-note. Staff or authorized applicants can download comments from the web upon completion of the plan review. There is no additional cost for this service.

Plan Check Comments

All plan check comments will be formatted to the City's established correction list templates. Any additional forms established by the City for alternative methods of construction and/or deviations from requirements, such as disabled access, will be incorporated into the correction comments and returned with the appropriate recommendations. In addition, plan check comments can be delivered electronically by email or other City approved means. This will enable City staff to immediately modify our checklist for incorporation with other department comments.

Quality Control / Quality Assurance

CSG's in-house quality assurance / quality control program utilizes a peer review process with multi-level internal plan checking and project management. A senior staff member will review plan check comments in order to ensure relevance and accuracy.

Plans Pickup and Delivery

CSG will arrange for pickup and delivery of plans from/to City offices. The pickup and delivery of plans and other materials via CSG staff or an approved alternative service will be provided at no additional cost.

Standard Turnaround Times

CSG works hard to provide the best quality and most timely service in the industry. We pride ourselves in maintaining the requested plan review times for all our clients—***even delivering faster than our own deadlines.*** Our goal is to approve code-complying projects and to successfully and quickly move work through jurisdictional processes.

[illegible]	[illegible]	[illegible]
[illegible]	10	5
Grading Plan Check	10	5
[illegible]	Over the Counter	Over the Counter

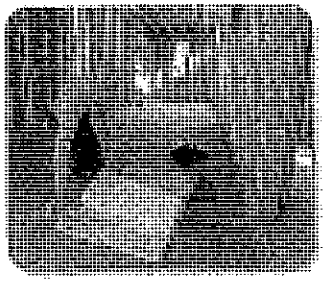
CSG will ensure that all other building and safety duties and follow-up actions not mentioned above will be performed in a timely and responsive manner. If a review is anticipated to take longer than the maximum turnaround timing, we will notify the City representative and negotiate additional time required to ensure an appropriate level of review.

Field Inspection Services

Standards and Responsibilities

CSG provides fully integrated, multi-disciplined building and fire inspection services for residential, commercial, and industrial projects, and are experienced in all construction types. We provide experienced, ICC certified (and/or with other appropriate entities in accordance with AB717) inspectors.

Our inspectors ensure compliance with applicable codes and requirements by identifying code violations, offering solutions to developers, property owners and tenants on potential risks and safety hazards, and by working as a team to correct violations. Specific responsibilities include but are not limited to the following:



- *Providing inspection services for project compliance with relevant codes including accessibility, fire, grading, building, electrical, mechanical and plumbing*
- *Addressing resident inquiries and resolving complaints*
- *Assisting with the construction and demolition permitting process*
- *Providing code administration, inspection and enforcement*
- *Maintaining records and files concerning construction permits and building code administration, documents for storage and/or imaging*

In addition, we can utilize combination inspection personnel whenever possible to perform over-the-counter plan reviews or assist as customer service back-up at the front counter in addition to regular inspection duties to save jurisdictions valuable time and expenses. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures, while remaining transparent to applicants and customers.

Grading Inspection Services

CSG will provide inspection staff to perform all required grading inspection (rough and precise) in conformance with City Codes and ordinances including the "Greenbook" Standard Specifications for Public Works Construction, City Standards and California Building Codes related to site accessibility. All CSG inspection staff is knowledgeable in the field they perform inspections and have multiple certifications.

CASp Inspection Services

To facilitate the City's compliance with current rules and regulations, CSG can provide a CASp certified professional for technical questions and interpretations, and to perform accessibility compliance inspections and CASp inspection report development.

Standard Turnaround Times

Inspection services will be provided next day if the request is received before 2 PM.

Continuing Certification and Training

We take pride in working with inspectors who have variety of inspection project experiences and who are motivated to achieve the highest level of certification. We work hard to match your jurisdiction's level of safety and code compliance and understand that personality and customer service are crucial to on-the-job success. All CSG inspectors are ICC certified and/or possess additional required certifications. In addition, they routinely update their knowledge and skills through specialized training classes and seminar attendance in approved and modern methods, materials, tools and safety used in building inspection, as well as the most current building standards.

Permit Processing Services & Front Counter Support

CSG has staff available to provide Permit Technician services. These first response services are vital to the success of the entire building and safety permit process as they often set the tone for the applicant whether a homeowner, contractor, or architect. CSG handpicks exceptionally qualified personnel with a central focus on operating as an extension of the City's team, understanding the importance of exemplary customer service, knowledge of the inner-workings of building departments, and thorough familiarity with the building application and permit process.

Availability and Customer Service

CSG's main function is to serve as an extension of the City. We clearly understand the importance of our role in the success of the City and commit to providing its citizens and business partners—residents, architects, engineers, developers, contractors—as well as City staff, the highest level of service. We believe effective communication and excellent customer service are essential to a successful working relationship between the City, CSG and the development community. With our office in Santa Ana, our Project Manager/Lead will be available in-person for consultation and meetings with a reasonable lead time.

Office Hours and Meeting Availability

CSG staff plan checkers and inspectors are available for applicant inquiries or conferences anytime during regular business hours without charge via telephone, 8:00 AM to 5:00 PM, Monday through Friday. Customers have the options of meeting our staff at the City or at our Santa Ana office. We can easily alter our hours to meet the City's needs. Evenings and weekends for special events and meetings can be accommodated with 24 hours notice. For your convenience, we can also meet with City staff, architects and applicants. We recognize the value of pre-design consultation with prospective applicants and are available to provide this service as well.

Response to City Questions or Requests

CSG staff can typically respond to the City for all questions or requests generated during field inspections or any plan review during the same day.

Emergency Response

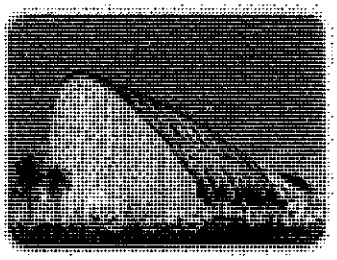
CSG is well qualified to respond to a local or regional emergency. Many of our personnel, have assisted in emergencies such as the recent San Bruno gas explosion, the Northridge, Loma Prieta and Napa earthquakes as well as regional floods, fires and other emergencies. Our personnel's certifications include those obtained through FEMA, Office of Emergency Services (OES), and IACET First Responder.

Relevant Projects and References

SECTION F

CSG have provided similar services to agencies with the same needs as the City of Banning. The following are examples of projects for which CSG has provided plan check and/or inspection services. All services provided were satisfactory and completed within the project schedule and estimated budget.

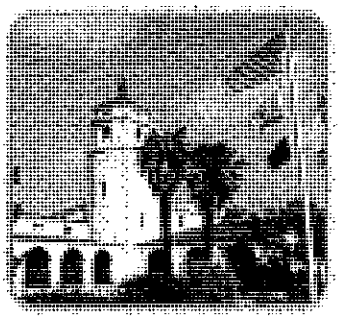
The Anaheim Regional Transportation Intermodal Center (ARTIC) | Anaheim, CA



CSG performed fire and life safety and electrical reviews for the Anaheim Regional Transportation Intermodal Center (ARTIC) project; a world-class development project in the City of Anaheim at 2626 Katella Road. ARTIC combines a transportation gateway and mixed-use activity center on a 16-acre site owned by the Orange County Transportation Authority (OCTA) and the City of Anaheim. Construction details include a 120 foot high clam shell-like, 2-story structure and interior mezzanine. The structure is connected to train platforms by a bridge.

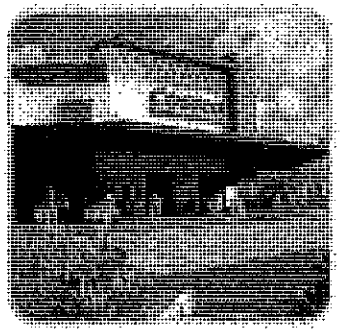
ARTIC will serve as a hub for Orange County and the region, where freeways, major arterials, bus routes and Orange County's backbone rail system converge. ARTIC services will include: OCTA bus, Anaheim Resort Transit, airport flyaway shuttles, taxi, and tour and charter buses as well as accommodate future plans for the Anaheim Rapid Connection (ARC) and high-speed trains.

City of Fullerton Police Department Facility | Fullerton, CA



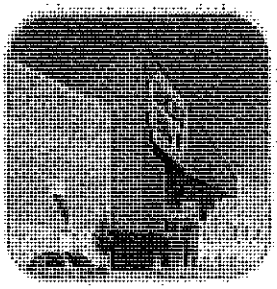
CSG staff coordinated and provided building and structural plan review as well as on-call building inspections services. The present Fullerton Police facility was originally dedicated as the City Hall in July, 1942. The building's balanced design, enclosing the sunken patio on two sides, is complemented by fine detail work that is particularly apparent in the central corner tower. The Police Department has occupied the building since construction of the New City Hall in 1963.

Costco | Huntington Beach, CA



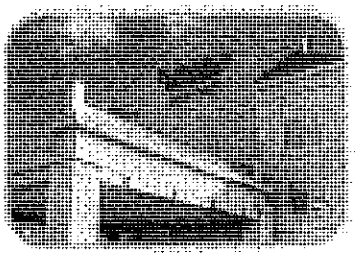
CSG provided plan review on this 154,113 sq. ft. Costco building which includes exterior trash enclosure for compactor, exterior loading dock concrete/masonry walls, interior refrigeration units and extended 4' high cart corrals. Valuation of this new construction: $12.5 million.

Best Buy | Tustin, CA



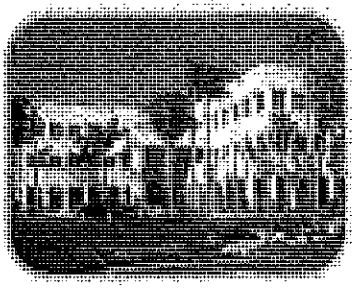
CSG provided on-going building plan review and building inspection services. Work included reviewing plans for on- and off-site improvements, collaborating with the City toward the timely delivery of the project, and participating in hearings and presentations to City Council and various neighborhood organizations.

Fairfield Inn and Suites | Tustin, CA



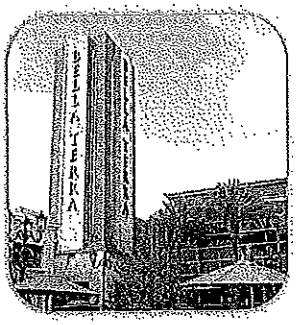
CSG provided architectural, structural, plumbing, mechanical and electrical plan review services for this $8.2 million, new construction project consisting of 82,289 square feet. The 4-story structure is of Type V-A/SP with occupancy groups R-1, A-2, and A-3.

Hoag Hospital Expansion | Huntington Beach, CA



CSG performed complete plan review for this project; approximately 52,775 sq. ft. three-story addition to an existing 52,177 sq. ft. medical office building. The structure is of Type II-B, fully sprinklered, with a designation of occupancy group B. In addition, CSG reviewed new construction of a four-story, 192,079 sq. ft., and 486 stall parking structure. The structure is of Type I-B, with an occupancy group designation of S-2 open parking garage. The structure is supported on mat-foundation. Parking decks are constructed of a post-tensioned slab. Dual systems, concrete shear walls and concrete moment frames are used to resist lateral loads. The expanded services will include urgent care, pharmacy, rehab/therapy, and imaging, a wellness center for public education, medical oncology/infusion, and physician clinical space. All deadlines and expectations were met or exceeded.

The Village at Bella Terra | Huntington Beach, CA



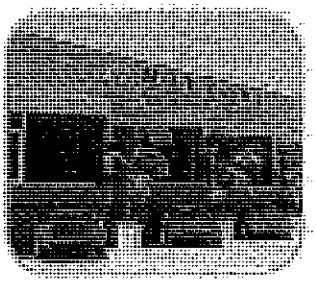
CSG provided plan review and inspection services for all phases of this project.

Phase I: New construction of 68,539 sq. ft., Type-VA construction, multi-residential apartment building. Valuation: $7.6 million.

Phase II: New construction of 82,622 sq. ft., Type-VA construction, multi-residential apartment building. Valuation: $9.2 million.

Bella Terra II Parking Structure: New construction of five-and-one-half-story, 700+ stall parking structure. The structure is supported on a pile foundation system. Parking decks are constructed of a post-tensioned slab. Dual systems, concrete shear walls and concrete moment frames are used to resist lateral loads. Valuation: $6.5 million.

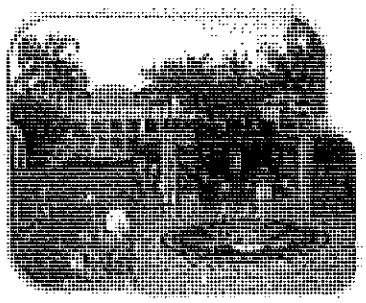
Marconi Automotive Museum and Foundation for Kids | Tustin, CA



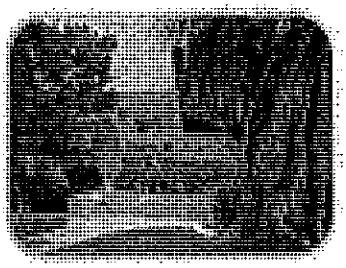
This project re-classified an existing museum from Group B Occupancy to a Group A using the 2010 CBC. CSG provided a review of the proposed structural upgrades resulting from a Tier 1 Seismic Evaluation. The building is a precast/tilt-up concrete shear wall structure with flexible diaphragms designed under the 1970 UBC. The walls are 21 feet tall with the roof diaphragm connected using wood ledgers. The area of the building is 25,720 square feet. This project was originally designed as collector's museum of American classic cars and now displays buses, 30 motorcycles and 100 cars. The museum has over 20,000 sq. ft. in additional storage for vehicle rotation on a regular basis.

Richard Nixon Library | Yorba Linda, CA

CSG coordinated and provided building and structural plan review throughout the project, in addition to reviewing plans for on-site improvements. CSG provided assistance to the City in working with architects, structural engineers, and delivering overall plan check comments. CSG worked with staff and the development team from the beginning to ensure all questions pertaining to the structure were addressed, enabling construction to start on time. CSG also participated in numerous hearings and presentations to City Council and various neighborhood organizations.



Beachwalk Apartments | Huntington Beach, CA



CSG provided structural, plumbing, mechanical and electrical review of the 173 unit project. The $16 million dollar project included four-stories and over 185,000 square feet. The project also includes a 5-level parking structure, public and private open space areas, a leasing office, fitness room, resident clubhouse and rooftop deck. CSG coordinated building and structural review throughout the project and worked with architects, structural engineers and the City to ensure code compliance while keeping the project on track.

CVS Pharmacy | La Habra, CA

CSG reviewed plans for the redevelopment of a new CVS Pharmacy distribution center. Valuation of the project was $16.9 million.

Statewide Residential Projects

CSG has coordinated and provided building and structural plan check and inspection services for new residences, remodels and alterations ranging from 2,000 to 10,000 sq. feet. We have provided on-call building inspection services, evaluated individual projects and provided recommendations based on specific needs, and have ensured compliance with local building codes, fire codes, energy conservation standards, ADA regulations and local ordinances.

References

Our track record of success with our clients is outstanding and we encourage you to contact our references with any questions or clarification you might require. The following are references for which we have recently provided similar services as those requested by the City of Banning.

City of Anaheim
Bob Heinrich
Chief Building Official
200 S. Anaheim Boulevard
Anaheim, CA 92805
(724) 765-5153
bdheinrich@anaheim.net
Building Plan Review and Inspection Services
2008 – Present

City of Fullerton
Jim Crane
Building and Code Enforcement Manager
303 W. Commonwealth Ave.
Fullerton, CA 92832
(714) 773-5799
jimc@ci.fullerton.ca.us
Building Plan Review and Inspection Services
1999 – Present

City of La Habra
Dennis McCreary
Building Official
201 E. La Habra Blvd.
La Habra, CA 90631
(562) 383-4119
dmccreary@lahabraca.gov
Building & Grading Plan Review
2002 – Present

City of Laguna Woods
Matt Winter
Building Official
24264 El Toro Road
Laguna Woods, CA 92637
(949) 639-0505
mwinter@lagunawoodscity.org
Building Plan Review
2014 – Present

City of Huntington Beach
Scott Hess
AICP Director
2000 Main St.
Huntington Beach, CA 92648
(714) 536-5241
shess@surfcity-hb.org
Staff Augmentation, Building Plan Review and Inspection, Counter Technician
2002 – Present

City of Costa Mesa
Khanh Nguyen
Building Official
77 Fair Drive, 2nd Floor
Costa Mesa, CA 92626
(714) 754-5273
knguyen@ci.costa-mesa.ca.us
Building, Fire, & Grading Plan Review, Inspection, and Document Archiving
2011 – Present

City of Orange
Pete Goodrich
Building Official
300 E. Chapman Avenue
Orange, CA 92866
(714) 744- 7201
pgoodrich@cityoforange.org
Building Plan Review and Inspection Services
2000 – Present

City of Tustin
Dana Ogdon
AICP Assistant Director
300 Centennial Way
Tustin, CA 92780
(714) 573-3109
dogdon@tusinca.org
Building Plan Review and Building Official
2004 – Present

Staff Personnel

SECTION G

Resumes

Resumes of CSG's proposed personnel are included on the following pages.

Khoa **Duong** PE

Vice President, Southern California
Building & Fire Life Safety

LICENSES and CERTIFICATES

Professional Engineer, State of California | 43901

Professional Engineer, State of Nevada | 013620

Certified Plans Examiner | ICC 0840436-B3

Certified CEC Non-Residential | ICC NR05-94-5665

Certified CEC Residential | ICC R05-05-5055

Safety Assessment Program, State of California | 72868

EDUCATION

Bachelor of Science, Civil Engineering
California Polytechnic State University | Pomona, CA

Mr. Duong serves as CSG's Building & Life Safety Manager and performs the key role of plan review quality control. With more than twenty five years of experience in building plan review, including onsite plan check engineer services, Khoa ensures that CSG's clients receive the highest quality plan review services. Prior to joining CSG, Mr. Duong worked in both the public and private sectors. His experience includes the following:

- Vice President in charge of plan review for Berryman & Henigar, where he worked for ten years.
- Supervising plan review engineer for Willdan, where he was responsible for the day-to-day operations of the plan review section in the San Bernardino office and served as plan review engineer for numerous cities and counties throughout California and Nevada.
- Plan review engineer with the City of San Diego Building Department.

Mr. Duong's expertise includes review of complex commercial, industrial and residential structures for compliance with applicable building codes and ordinances, engineering standards and specifications, supplemental energy requirements, and ADA regulations.

RELEVANT EXPERIENCE

Plan Check Engineer | Various California Jurisdictions
Mr. Duong has served as Plan Check Engineer for the Cities of Turlock, Burlingame, Rancho Cordova, Chino, Murrieta, and Costa Mesa. Mr. Duong performed structural plan check and non-structural MEP, energy, as well as ADA reviews for commercial, industrial, and residential structures.

In-House Plan Check Engineer | Various California Jurisdictions
Mr. Duong has served as an In-House Plan Check Engineer for the Cities of Orange, Fullerton, Yorba Linda, Tustin, Westminster, and La Habra, performing structural plan check and non-structural MEP, energy, and ADA reviews. He interfaced with developers, architects, and engineers.

Paul **Armstrong** PE, CBO

Senior Plan Review Engineer
Building Official

LICENSES and CERTIFICATES
Professional Engineer, State of California | 45464
Building Official | ICC 0002014-CB

EDUCATION
Bachelor of Science, Civil Engineering
California State University | Long Beach, CA

PROFESSIONAL AFFILIATIONS
Secretariat: International Residential Code I and 2 Family Dwellings | 1997-2000
Co-Secretariat: ICC Performance Based Building Code
Secretariat: International Zoning Code | 1996-2000
Secretariat: General Design, Administrative, Lateral Design, Fire and Life Safety and Fire Risk Code Committees of ICBO | 1992-1996
Technical Editor: 1997 Uniform Codes and UBC Handbook
NIBS IIHS Code Comparison Committee | 1994
FEMA Building Performance Review Team member | 1993
NIBS Flood Standards Comparison Committee | 1992
Coordinator, Pacific Rim Conference on Performance Based Codes
Various ASCE Standards committees
SEAOC Code Committee liaison
ASME A17.1 Code Coordinating Committee
ANSI Construction Standards Board

AWARDS
CALBO Instructor of the Year

Mr. Armstrong offers a strong background in plan review and code development from his longtime position with ICBO/ICC starting as an engineer and ending as the Vice President. He was the Building Official for El Monte and "knows code" from many perspectives with 24 years experience in the building codes and standards community, including his work with all the Uniform and International Codes, ASCE 7, ANSI A117.1, FHAct, ADA, CA Title 24 Accessibility regulations. At CSG Paul combines his wealth of knowledge, hard work, and excellent customer services; tap into Paul for all code related issues including effective plan review and inspection solutions.

RELEVANT EXPERIENCE

Building & Safety Services Manager
Mr. Armstrong managed the building and safety service line for varied consultant firms in Southern California. Responsible for oversight, coordination and quality control of plan review and inspection services for client jurisdictions. Provide client care and assistance on code related issues. He currently performs structural plan review for multiple jurisdictions.

Regional Manager
Mr. Armstrong is responsible for the development of new business and the maintenance of existing contracts for full-service building departments, inspection services and plan review services for various jurisdictions in Southern California.

Vice President | Architectural and Engineering Services Department
Mr. Armstrong managed ICBO Technical Services department responsible for the maintenance of the code development process, plan review service and code opinion service for both external and internal customers. He represented ICC to many national, state and local organizations and is responsible for the technical image of the conference. He provided technical assistance on code related issues to both jurisdictional and professional members and non-members and provided research on many code-related issues.

Chi Tran PE, SE, CBO

Structural Plan Review Engineer
Building Official

LICENSES and CERTIFICATIONS

Structural Engineer, State of California 2728

Civil Engineer, State of California 33643

Certified Building Official | 1061872-CB

Certified Building Plans Examiner | 1061872-B3

MEMBERSHIPS

California Building Officials Association (CALBO)

International Code Council

EDUCATION

Masters of Science, Civil Engineering | California Polytechnic University

Bachelor of Science, Civil Engineering | California Polytechnic University

Masters in Business Administration | California Polytechnic University

Mr. Tran provides professional structural engineering and building official services for CSG Consultants. With over 30 years experience in the building industry, Mr. Tran has a demonstrated knowledge of both the California and International Building Codes as reflected in his numerous years serving as a project engineer, plan check supervisor, building permits manager and building official. Mr. Tran has experience in all forms of structural construction, including: steel, concrete, masonry, timber, and light-gauge steel materials.

Prior to joining CSG, Mr. Tran worked for the County of Orange in various capacities; including plan check supervisor, project engineer and building official. Mr. Tran has a thorough working knowledge of how Building Departments function and his various roles reflect his wide range of knowledge and experience.

Mr. Tran's expertise includes review of complex commercial, industrial and residential structures for compliance with applicable building codes and ordinances, engineering standards and specifications, supplemental energy requirements, and ADA regulations. Some notable projects include:

RELEVANT EXPERIENCE

- Hotel and Resort Projects
- Ritz Carlton Resort and Hotel, Laguna Niguel
- Pelican Hill Resort and Hotel, Newport Coast
- Multi-Story Office Buildings
- 7-Story Coldwell Bank Office Building, Lake Forest
- Airport Terminals
- John Wayne Airport Terminal Building and Parking Structures, Santa Ana
- Detention Facilities
- 7-Story Orange County Juvenile Court Building, Orange

Theo Lacy Jail and Juvenile Hall | City of Orange

Musick Jail Facility | City of Irvine

Joplin Juvenile Facility | City of Rancho Santa Margarita

Soka University | City of Aliso Viejo

Ritchie **Kato** SE, PE, CASp

Structural Plan Review Engineer
Certified Access Specialist

LICENSES and CERTIFICATES

Structural Engineer, State of California
| SE2650

Civil Engineer, State of California
| C31833

Certified Access Specialist
| CASp-272

EDUCATION

Master of Science, Structural Engineering
Stanford University
| Palo Alto, CA

Bachelor of Science, Civil Engineering
California Polytechnic State University
| Pomona, CA

Mr. Kato is a Structural Engineer for CSG Consultants, Inc. His extensive experience in performing plan review on public, commercial, industrial, and residential structures provides CSG's clients with premiere quality plan review services. His expertise includes structural design and plan review for compliance with all applicable codes, accessibility, and energy requirements.

Prior to his employment with CSG, Mr. Kato was the Principal for Kato Engineering, where he performed structural engineering consulting services for public and private clients. He was responsible for structural design and structural plan reviewing for a full spectrum of building types and occupancies. His employment with the City of Westminster provided him with extensive plan review experience. Mr. Kato reviewed plans for compliance with all relevant state and local codes.

Subsequent to his work with the City of Westminster as a plan review engineer, Mr. Kato was commissioned by the City to update the municipal code to correspond to current California code requirements.

Mr. Kato has performed plan review for the Westminster City Hall and Police Station, Laguna Hills High School, Chapman University, Whittier Christian High School, and the City of Orange, Main Public Library. His extensive knowledge of public buildings and his commitment to timeliness and quality contribute greatly to each jurisdiction he serves.

Mr. Kato was commissioned as full-time Building Official for the City of La Habra. Recommended by the City of Orange, Mr. Kato assisted the City of La Habra's Building Department during their period of transition, supervising and managing plan review, inspection and counter staff, coordinating the various building departments, and managing personnel issues. Additionally, Mr. Kato coordinated City and private projects with the building, planning, engineering, and public works departments, worked to update the City's municipal code, and provide feedback to facilitate development of efficient departmental practices and procedures.

Mr. Kato has the expertise and broad experience necessary to effectively coordinate, foster, and help develop all aspects of a municipal building department.

Ed Chock SE, PE, CBO

Structural Engineer
Building Official

LICENSES and CERTIFICATES

Structural Engineer, State of Nevada | 018605
Structural Engineer, State of California | 3759
Structural Engineer, State of Arizona | 51735
Structural Engineer, State of Utah | 7850765-2203
Professional Engineer, State of Nevada | 018605
Professional Engineer, State of California | 24158
Professional Engineer, State of Texas | 106754
Certified Building Official | ICC 3118
Certified Plans Examiner | ICC 88554

EDUCATION

Master of Science, Civil Engineering
California State University | Long Beach, CA

Bachelor of Science, Mechanical Engineering
California State University | Long Beach, CA

As a Structural Engineer for CSG Consultants, Ed provides plan review of complex structural and non-structural buildings for numerous government agencies and municipal jurisdictions. He has a thorough knowledge of local, state and international building codes.

Mr. Chock has both public and private sector experience. Prior to joining CSG, he worked as a consultant Plan Review Manager, with oversight in the day to day operations of the building plan review division.

Mr. Chock also served as Building Official for the City of Dana Point; providing building department management for the City; responsible for plan check, building inspection and the public counter staff.

Additional private experience includes serving as Plan Review Division Manager for a consultant company with duties including plan check of buildings and structures for compliance with the California Building Code, Title 24 Disabled Accessibility and Energy requirements, coordination of plan check service with contract jurisdictions and staff supervision.

As an Engineer with the County of Orange, his duties included plan checking, public counter service and issuing building permits for building projects in the County's unincorporated areas.

Mr. Chock also served as a Senior Facilities Design Specialist/Lead Structural Engineer for Rockwell International's Rocketdyne Division in Canoga Park. In this role, his responsibilities included design and construction management of construction project for company facilities such as rocket test stands, manufacturing and industrial buildings, office renovations, bridge crane systems and pipe support systems. Duties included structural design and drafting, project management, construction coordination, review of vendor's design and management of the structural design unit. In addition, he supervised the engineering of the civil/structural design group.

RELEVANT EXPERIENCE

Consultant Plan Review Manager
Duties included plan checking, management of the plan review function, hiring and training plan check staff and providing building official services to contract cities.

Building Official | City of Dana Point, CA
Mr. Chock was responsible for the day to day operation of the City's Building Department; including plan review, permitting and inspection.

Civil Engineer | County of Orange, CA
Mr. Chock performed plan check, counter service and permit issuance for the County.

Tung Le PE

Plan Review Engineer

LICENSES and CERTIFICATIONS

Professional Engineer, State of California | C-79720

EDUCATION

Bachelor of Science, Civil Engineering (Structural Emphasis)
California Polytechnic State University | Pomona, CA

Mr. Le serves in the Plan Review Division at CSG's Southern California headquarters, located in Santa Ana. He currently performs building plan reviews of complex commercial and residential structures and reviews existing buildings for change of use or occupancy in compliance with California codes and City ordinances. Mr. Le brings a strong work ethic and positive attitude, providing CSG's clients with the highest quality plan review and customer service.

RELEVANT EXPERIENCE

Prior to joining CSG, Mr. Le developed his skills in structural design during his internship at Van Dorpe Chou & Associates, a structural engineering consultant firm. He performed structural design for single family dwellings and residential complexes, as well as shop drawing reviews.

Mr. Le has also broadened and developed his level of experience through his internship as a staff engineer at Leighton Group Inc., focusing on geotechnical engineering. His duties included obtaining soil samples, conducting field investigations, formalizing boring logs, and preparing soil reports.

Andrew **Hoang** EIT

Plans Examiner
Permit Technician

LICENSES and CERTIFICATES

Engineer in Training, State of California | XE104446

Certified Plans Examiner | 5044839-B3

EDUCATION

Bachelor of Science, Civil Engineering
California State University | San Diego, CA

Mr. Hoang is a plans examiner and permit technician for CSG Consultants. In this capacity, he performs review of residential, commercial and industrial projects; ensuring code compliance and building and life safety. Mr. Hoang is experienced in the enforcement of plumbing, mechanical, electrical and building codes as well as local and state regulations.

In addition, Mr. Hoang serves as a permit technician, coordinating construction projects from plan review submittal, routing of plans for multi-department review, all the way to permit issuance. Mr. Hoang has an excellent command of the entire development review process and works well with applicants and the development community.

Mr. Hoang has worked for several jurisdictions throughout his career, including: the Cities of Santa Clarita, Santa Monica, Tustin, Oxnard and Salinas. His duties included plan check, over the counter plan check and permit technician services. His 11 years of experience in the building industry, combined with his code knowledge and excellent customer service skills provide CSG and our clients with a thorough knowledge of the development process.

Andrew **Bond**

Residential Plans Examiner
Permit Technician

LICENSES and CERTIFICATES

Building Plans Examiner
| ICC 8246642

Residential Plans Examiner
| ICC 8246642

EDUCATION

Bachelor of Science, Civil Engineering
California State University
| Long Beach, CA

Business Administration
California State University
| Long Beach, CA

Mr. Bond serves as a Building Plans Examiner and Permit Technician for CSG. In this role, he reviews residential projects, ensuring code compliance and building and life safety. His knowledge of the code and experience with applicants helps him bring quality service and communication.

Mr. Bond has also worked for numerous Southern California jurisdictions and provided counter service to architects, contractors and the general public. He has had the opportunity to gain experience and knowledge of the Building Department process from behind the front counter. He works with applicants and the development community throughout the development review process; from plan check submittal through permit issuance. Andrew coordinates project review through multiple departments and agencies to ensure code compliance. In addition, Mr. Bond has experience in reviewing plans for conformance to CBC building requirements thereby honing his knowledge of building codes and industry laws.

Daniel **Watson** EIT

Residential Plans Examiner
Building Inspector
Permit Technician

LICENSES and CERTIFICATIONS

Engineer in Training, State of California | XE104446

Residential Plans Examiner | ICC 8185491

Certified California Residential Building Inspector | ICC 8093709

Certified Permit Technician | ICC 8185491

EDUCATION

Civil Engineering, California State University | Long Beach, CA

Mr. Watson currently performs permit technician services for jurisdictions as well as can perform field inspections on residential, commercial and industrial projects. He combines his expertise with outstanding customer service to provide the highest quality building inspection on behalf of CSG Consultants.

Mr. Watson has examined construction, alteration and / or repair of buildings and other structures; enforced building, plumbing, mechanical, electrical and zoning codes and laws as adopted by local jurisdictions. He coordinated construction projects and time lines for jurisdictions by working with contractors and lead building personnel.

RELEVANT EXPERIENCE

Building Inspection | City of Anaheim, CA

Building Inspection | City of Azusa, CA

Building Inspection | City of Huntington Beach, CA

John **Hartley**

Plans Examiner
Building Inspector | Code Enforcement Officer

LICENSES and CERTIFICATES

Certified Plans Examiner
| ICC 5301130

Certified Building Inspector
| ICC 5301130

Certified Code Enforcement Officer

Certified CACEO

Post-Disaster Safety Officer

EDUCATION

Associate of Arts, Cerritos College
| Norwalk, CA

Mr. Hartley provides building inspection and code enforcement services. Mr. Hartley's experience includes work as a NAT team Coordinator and an Inspector Supervisor. As a NAT Team Coordinator he was a Code Enforcement Inspector, directed teams of various departments, and inspected structures for building code violations. As an Inspector Supervisor he oversaw the professional discipline of employees, examined plans for code compliance, served as a code enforcer, and inspected structures for code compliance.

Mr. Hartley combines extensive expertise with outstanding customer service to provide the highest quality building inspection services on behalf of CSG Consultants.

RELEVANT EXPERIENCE

Building Inspector| City of Signal Hill, CA
As building inspector, Mr. Hartley has performed inspections and completed plan reviews for residential, commercial, and industrial projects in two jurisdictions. He has evaluated and resolved code enforcement complaints that have been referred to the Building Department.

NAT Team Coordinator| County of Los Angeles
As NAT Team Coordinator, Mr. Hartley directed a team of various departments. In addition he inspected structures for building code violations, issued citations, and obtained compliances.

Consulting Inspector Supervisor| Southern California
In this role, Mr. Hartley oversaw building inspectors and attended conferences for the purpose of continuing education. He also reviewed plans and code cases for code compliance.

Forest **Johnson**

Building Inspector

LICENSES AND CERTIFICATES

Residential Building Inspector | ICC B-1 5308629

Residential Mechanical Inspector | ICC M-1 5308629

EDUCATION

Associate of Science
Fullerton College | Fullerton, CA

Mr. Johnson is a Building Inspector for CSG Consultants. His 30 years of construction experience has provided Mr. Johnson with valuable expertise, which includes adeptness in interacting with construction professionals. Mr. Johnson's relevant experience as a building inspector and construction supervisor have guaranteed in keeping the highest quality of work on behalf of CSG Consultants.

RELEVANT EXPERIENCE

Building Inspector | City of El Segundo
Mr. Johnson's duties included issuing permits, providing plan review, delivering notice of violation, fire and structural investigation, and the inspection of all types of residential, commercial and industrial projects.

Assistant Construction Supervisor | Light and Life Christian Fellowship
As Assistant Construction Supervisor, Mr. Johnson oversaw sub-contractors and provided code compliance and quality control services, and coordinated volunteer work assignments.

Building Inspector | City of Montebello
As Building Inspector, Mr. Johnson's work included providing plan review, delivering notice of violation, issuing permits, , delivering notice of violation, fire and structural investigation, and the inspection of all types of residential, commercial and industrial projects.

Building Internship Program | City of Fullerton

Building Trade Experience
Mr. Johnson gained valuable experience in construction by working as a journeyman-carpenter, a construction maintenance worker, a brick mason/waterproofer apprentice, an indentured waterproofer, a resident manager, general contractor, and a mechanical technician.

Richard **Millan**

Building Inspector

LICENSES AND CERTIFICATES

Residential Building Inspector
| 8259814

EDUCATION

Coastline Community College
Building Code and Inspection Coursework
| Fountain Valley, CA

Orange County Sherriff's Training Academy
Penal Code Coursework
| Orange, CA

Golden West Junior College
| Huntington Beach, CA

From building inspection to water quality field inspection, Mr. Millan brings over 18 years of public sector experience as a Building Inspector for CSG Consultants.

RELEVANT EXPERIENCE

Building Inspector | City of Tustin, CA

Mr. Millan performed building inspection, private improvement, and grading inspection, as well as water quality field inspection for the City. He also assisted in the implementation of the City's water quality program, performing regular site inspection and reporting the activity to engineers for annual reports. Mr. Millan was also responsible for communicating job specifications to architects, and engineers.

Dennis **Clark**

Permit Technician

PROFESSIONAL AFFILIATIONS:
Contractors license (Inactive), California | #916114

Mr. Clark works with CSG as a permit technician. Using 5 years of experience as permit technician, Mr. Clark works efficiently with applicants and city employees to further the success of the jurisdictions.

RELEVANT EXPERIENCE

Permit Technician | City of Monterey Park
Mr. Clark worked as a permit technician for the City of Monterrey Park. His duties included interacting with applicants over-the-counter, creating fees for the city, coordinating the exchange of plans to and from the city, and working with city employees. He also answered phones, emails, and worked with the permit software at the city.

Permit Technician | City of Huntington Beach
Mr. Clark worked as administrative support for the City of Huntington Beach's Building Department. His duties included handling of plans for plan check and managing permit jobs that have been approved from plan check or that do not require plan check. He also records and logs resubmittals, distributes plans to the proper departments, sets appointments via phone, and contacts clients regarding completed plans.

Prior to joining CSG, Mr. Clark worked in a number of construction roles involving both coordinating inspections with home owners and city inspectors, the handling of necessary permits for projects, and the supervising of staff.

Julie **White**

Permit Technician

EDUCATION:
Bachelor of Arts
Thomas Edison State College
| Trenton, NJ

Ms. White works as administrative support for CSG's southern California headquarters and has been for over a year and a half. Her duties include maintaining records of building plans, handling the scanning and receipt of approved plans, setting appointments via phone, assisting applicants in the office, and speaking with applicants at the front desk.

RELEVANT EXPERIENCE

Prior to joining CSG, Ms. White worked in a number of administrative and clerical roles involving both counter and back office work. Her back office work has included maintaining databases, performing data entry and file organization, and payment processing. In customer-facing roles she has performed phone and email customer service including scheduling and technical support.

PROPOSAL TO THE

City of Banning

FOR

Building and Safety Services
COST PROPOSAL

PREPARED BY

CSG Consultants, Inc.

801 Park Center Drive | Suite 230| Santa Ana, CA 92705
Phone (714) 568-1010 | Fax (714) 568-1028 | www.csgengr.com
San Mateo • Sacramento • Santa Ana • Newman • Pleasanton

April 30, 2015

Compensation Schedule

CSG's fee schedule which includes fees for personnel providing the proposed scope of work is provided in the table below. We will coordinate the pickup and return of all plans via CSG staff or a licensed courier service. This service is provided at no additional cost. CSG will mail an invoice at the beginning of every month for services rendered during the previous month. CSG's fees will be fixed for the five years duration of the contract, which includes the 2 year optional extension.

Fee Structure for Personnel

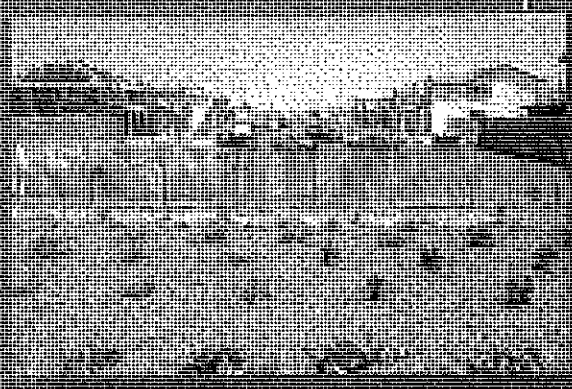
PERSONNEL	ALL INCLUSIVE RATE
Building Official	$110
Full Plan Check by Percentage	75% of City's Building Plan Check Fees
Plumbing, Mechanical & Electrical Plan Review by Percentage	35% of City's Building Plan Check Fees or 75% of City's P/M/E Plan Check Fees
Structural by Percentage	35% of City's Building Plan Check Fees
Certified Plan Review / Building and Fire Life Safety Review	$75
Structural Plan Review / Structural Engineer	$95
Structural Plan Review / Professional Engineer	$85
CASp Consultation	$100
CASp Inspection	$100*
Certified Commercial Building Inspector	$85*
Certified Building Inspector	$75*
Permit Technician	$55
Overtime	1.5 x Hourly Rate

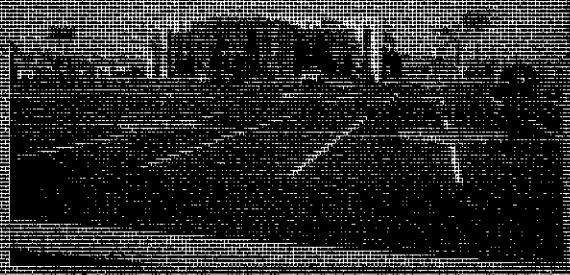
(*) Add $5/hr and cost for mileage reimbursement if CSG provides transportation.

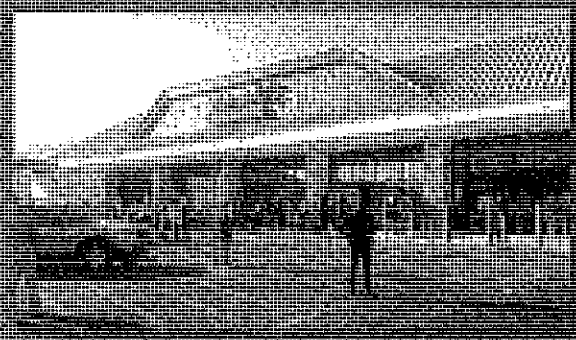
All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, office expenses, etc. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding. Annual adjustments may be made by mutual agreement based upon current CPI.

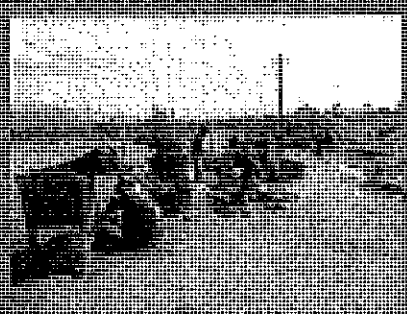
Technical Proposal / Qualifications:

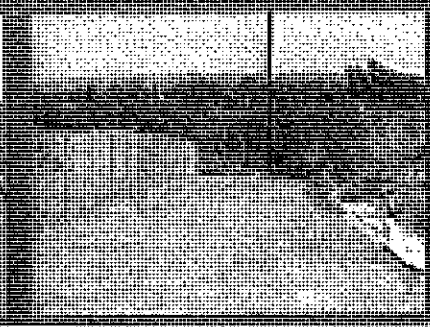
Building and Safety Services











April 30, 2015

April 30, 2015

Brian Guillot
Acting Community Development Director
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Subject: **Technical Proposal / Qualifications: Building and Safety Services**
Delivering "Best in Class" Services: *Quality, Responsiveness, Reliability, Stewardship*

Dear Brian and Other Selection Committee Members,

To assist you with delivering comprehensive building and safety services, **HR Green California, Inc. (HR Green)** is poised to assign highly experienced, local staff with a successful track record of providing **highly responsive, well-planned, and quality** services in the **most cost-effective manner possible** to agencies of similar size.

Understanding of Work to be Performed

HR Green will provide comprehensive, turn-key Building and Safety Services: Building Official, Development Review, Counter Assistance, Permit Technician, Plan Checking, Building Inspection Services and Housing Abatement services within the Maximum Service Delivery Timeframes outlined in your RFP. We will have **bilingual on-site permit counter and field staff available at all times.** All our proposed staff members have worked as public agency employees or embedded at cities in extension of staff roles. Moreover, they are highly experienced, and customer-service oriented people.

The City is in process of implementing two initiatives: **1) digitizing plans** and 2) **proactive, customer service-oriented community outreach for code compliance.** Our staff is proficient using all the major permitting and land management software programs and scanning and digitizing plans and documents to assist agencies go to a paperless environment. For example, we have implemented a similar process with Laserfiche in Jurupa Valley. We will meet or beat your timeframe for implementation. However, we will analyze the delivery of the digitizing project and identify the most-effective and efficient manner possible to accomplish your goals. We will assign a code compliance expert, who possesses excellent customer service, communication, and regulatory skills.

Proposed HR Green staff members include registered engineers/architects, ICC-certified plan reviewers and inspectors, CASp- and QSD/QSP-certified accessibility and water quality specialists, and PC 832-certified code enforcement officers. We will utilize proven best practices and web-based/electronic tools, including digital commenting, to maintain the City mandate and momentum to a **paperless environment** that will save time and money, increase efficiencies/proficiency, and reduce storage needs.

Our personnel possess not only highly honed **knowledge of code requirements and alternate means and methods,** but also a **customer-centric, citizen-driven approach** to develop a **positive, collaborative environment with flexible solutions** that engenders community buy-in. This will also lay the foundation as to constructability of design/construction and adherence to applicable codes to promote consistency, ensuring everyone is on the same page, while also delivering clear and concise comments for the design team and eliminating multiple resubmittals.

We specialize in providing on-site staff services to realize significant cost savings, enhance financial sustainability, provide additional flexibility, and maintain accountability. Most recently, we helped the **City of Jurupa Valley** transition from the County and are providing comprehensive Building and Safety services for a population of nearly 100,000. Of the 28 cities in Riverside County Jurupa Valley ranks the **second most cost-effective** per capita in delivering services in the region. Over the past four years we have achieved a **98% success rate for on-time building plan reviews** and **100% success rate for on-time inspections;** realized a **35% decrease in permit processing costs and inspection fees** to applicants (while enhancing services); and **full cost recovery** for code compliance and building and safety services, including monies to fund the City's administrative costs.

Phone: 714.287.2275 Fax: 714.333.1886
1100 Town & Country Road, Suite 1025
Orange, CA 92868
E-Mail: gwentz@hrgreen.com

Our Chief Building Official/Project Manager, **Reggie Meigs, CBO**, will assess needs and develop a staffing and service delivery model that promotes seamless integration and provides on-time plan review turnaround schedules and inspections. We possess the local resource technical breadth and availability to meet any staffing needs and will complete work assignments in a timely manner. Our staff will help the City provide the highest standard of service.

HR Green Is Best Qualified to Perform the Services Requested

HR Green brings an experienced, knowledgeable team with a proven track record for excellent service, accurate and on-time plan reviews, thorough inspections, helpful counter support, and effective working relationships with cities and counties. Our plan check, inspection, and code expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload.

Proven Building and Safety Plan Check & Related Services Track Record

- ✓ Firm has existed 100+ years / California operation for 10+ years / 375+ employees
- ✓ Proposed staff have served 35+ public agencies and municipalities throughout California
- ✓ Charter and current Board member of Institute for Sustainable Infrastructure (ISI) and APWA to develop and implement Envision™ rating system, a project assessment/guidance tool for sustainable infrastructure design
- ✓ Participate in ICC national code development process and State code committees
- ✓ Only serve public agencies = No conflict of interest

Technical Competence Delivers Flexibility, & Quality

- ✓ Registered engineers/architects; ICC, LEED, CASp, General Permit Qualified SWPPP Practitioner and Developer-certified staff exclusively dedicated to building and safety services
- ✓ Staff members average 25+ years of building and safety expertise
- ✓ All proposed staff have worked as public agency employees or been embedded in extension of staff roles

Local Staff Commitment and Accessibility

- ✓ Key staff live in Inland Empire / Proposed staff have served cities in Inland Empire and Riverside County
- ✓ Key staff actively involved in ICC Chapter, including serving on Executive Board

Best Practices/State-of-the-Art Processes to Efficiently Manage Turnaround Time & Cost

- ✓ Electronic/digital plan check expertise
- ✓ Proposed staff has trained building plan check and inspection staff in latest codes and best practices
- ✓ Web-based project tracking / Proficiency using numerous code and permitting database systems

Cost-Effective Compensation Schedule

- ✓ Sliding scale approach will benefit City during periods when revenues are high
- ✓ Maintain appropriate consultant staffing levels during low periods of permit activity

Reggie Meigs, CBO – Project Manager and Building Official Expert

- ✓ 40 years of full-service Building & Safety expertise / 30+ California agencies
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- ✓ Served on multiple CALBO committees
    - o Computerization of Building Departments / Disabled Access and Occupancy Groups
- ✓ Proficient in using various permitting and tracking database systems
- ✓ Expertise assisting cities through ISO audit process
- ✓ Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

HRGreen

Management Contact	Project Manager
George Wentz, PE	Maggie Phillips, PE
HR Green California, Inc.	HR Green California, Inc.
1100 Town & Country Road, Suite 1050	1100 Town & Country Road, Suite 1050
Orange, CA 92868	Orange, CA 92868
Office Phone: 951.682.4742	Office Phone: 951.682.4742
Cell Phone: 714.697.2275	Cell Phone: 562.322.4617
E-mail: gwentz@hrgreen.com	E-mail: mphillips@hrgreen.com

After reading our proposal, we believe that you will find that HR Green will meet or exceed your expectations in delivering these important services to the City of Banning.

As a result of our in-depth public sector experience and knowledge of the region, our staff can hit the ground running, delivering a seamless transition in a very professional manner. Our staff will provide high quality, responsive, cost effective, and customer-oriented public services.

Very truly yours,

George A. Wentz, PE
Principal-in-Charge

HRGreen

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City of Banning
Building and Safety Services

C. Summary Sheet

Firm Name:	HR Green California, Inc.
Firm Parent or Ownership:	Green Companies, Inc.
Firm Address:	1100 Town & Country Road, Suite 1025, Orange, CA 92868
Telephone Number:	855.900.4742
Fax Number:	714.333.1886
Number of Years in Existence:	101
Number of Employees:	375+ nationwide / 40 in Southern California
Management Contact:	George Wentz, PE, Vice-President / Principal-in-Charge C: 714.287.2275; gwentz@hrgreen.com
Project Manager:	Reggie Meigs, CBO, Building and Safety Services Manager C: 925.323.4517; rmeigs@hrgreen.com
Type of Services Provided:	Building Official, Building and Safety Administration, Plan Check (Building and Civil), Code Compliance, Permit Counter Support, Inspection (Building and Civil), Ware Quality/NPDES Compliance, Public Works Management, Civil Engineering, Traffic Engineering, Construction Management, Operations and Maintenance Management

HR Green has identified a pool of proposed Building and Safety professionals for assignment to the City of Banning. Their names, titles, experience, and qualifications are shown on pages 35-45.

The resume of our Management Contact, George Wentz, PE, is included on page 35.

D. Allocation of Resources

Conceptual Plan for Services

HR Green specializes in the provision of **Alternative Service Delivery** related to **Building and Safety** and **Public Works/Engineering staffing, consulting, and daily operations.** There are constant demands and opportunities to re-visit service delivery methods that identify **better ways of doing things.** Some of these are centered on:

- ☑ Can our organization and operations be more effective?
- ☑ Are there opportunities to increase revenues and enhance services to our community?
- ☑ Can we operate more efficiently and spend less?
- ☑ How to maximize use of "green" electronic plan review/permit tracking solutions?
- ☑ Can services be enhanced while not increasing costs?
- ☑ Are we as customer-oriented and responsive as possible?
- ☑ Can we improve communication and transparency?
- ☑ Can we shift to a more citizen-driven code compliance standard?

Your Needs and Expectations

- ✓ Comprehensive Building and Safety services
- ✓ Customer-oriented, bi-lingual, and qualified on-site staff
- ✓ Timely reviews and inspections
- ✓ Implementation of a customer-focused code compliance program
- ✓ Responsiveness
- ✓ Implement and ongoing support of automated permitting system
- ✓ Digitize plans

HR Green will implement the following plan to meet or exceed your needs and expectations:

Transition Plan

HR Green will assign a **transition management team** (Principal-In-Charge, Project Manager, Building Official, Key Building Safety Task Leaders) with expertise in transitioning comprehensive departmental services. This experience includes 20+ agencies (e.g., newly incorporated cities, change in consultant providers and related transitions, County to city transitions, modified service delivery options, inter-local agreements, strategic public-private partnerships).

This critical phase will be performed at no additional cost to the City.

- ✓ confirm our understanding of your needs, expectations, and performance benchmarks
- ✓ assess **alternative service delivery options** and **cost-benefit analyses** for any desired process improvements ***(adjustments to current staff composition and levels? Incorporate new best practice tools, such as electronic plan check, new reports/ metrics? Targeted workshops? Customer service input enhancements? Training?)***
- ✓ meet with the development community in a workshop setting to introduce our team and set goals and expectations moving forward
- ✓ collect and review all project data to assess status at transition date, determine remaining work to be completed, and optimal way to complete this work in a seamless manner

D. Allocation of Resources

KEY TRANSITION ACTIVITIES						
General Assessment	Management and Financial	Operations	Organizational	Processes/IT	Community Relations	Logistical Matters
Identify and collect data Review active files Gather information Drive City Prepare list of outstanding items	Hold "all hands" staff meeting Finalize invoice processes, formats and details Analyze financial aspects of permits and work performed to date Prepare schedule of events and activities Identify any special needs the City may have	Meet with City to coordinate activities Review building permits and status Review and evaluate handouts Review agreements with other agencies Review other documents	Confirm staffing priorities Hold meetings and introductions with staff Finalize staff assignments Establish relationships with other stakeholders Review processes and counter coordination Establish interface with contractors and other service providers	Identify/ collect data Review IT needs Evaluate current system status and data Identify possible permitting systems Review permitting data and use Develop plans for implementation	Prepare any related announcements Establish open house plan(s) Meet committee members Connect with other agencies Meet community groups and organizations	Determine any office space needs Purchase IT equipment, as needed Purchase any related software Coordinate internal logistics Make any related capital purchases

We will implement the following process to review the status of Building and Safety projects and code enforcement cases:

Building and Safety Project Status

1) Prepare a list of all projects in the Permit Application/Plan Check process
2) Identify and evaluate the status of permits
3) Identify permits under inspection and their status/ point of progress
4) Determine the financial status of permits
5) Meet with consultant to review status of open building permits and refund of fees previously collected
6) Establish and assign each permit for completion based on their status
7) Review workload and staff assignments with the department head
8) Develop a schedule of transition of all services delivered by current consultant and City staff
9) Review public counter procedures and services

D. Allocation of Resources

10) Review office logistics and operations

11) Coordinate activities with other departments as necessary

12) Based on the established level of responsibility, evaluate the status of NPDES inspection/certification for each applicable business

Housing Abatement/Building Code Abatement Case Status

1) List of all Code Enforcement Cases as follows:
   - Case Name/Location
   - Violation Type
   - Enforcement Status

We will review the approach taken with the City to ensure we are conducting services in a manner consistent with the City's ordinances, policies, and past practices.

No other service provider can match our team's expertise and understanding of the transition process and how to do it right.

Staffing

HR Green will assign an in-house team of highly qualified Building and Safety staff, all of whom have served either as public agency employees or in an on-site, extension of staff role. They must be responsive and flexible, exhibit a high level of customer service, provide timely and cost-effective service, and communicate in a detailed and transparent manner. These positions include:

- ✓ ICC-certified **Building Official** with high-level experience and skills in transitioning and successful management of building staff, thorough knowledge of building department policies and procedures and partnership with other City departments and outside agencies.
- ✓ ICC-certified **Building Inspectors**, including bilingual proficiency, with broad experience in jurisdictional procedures and the highest commitment to customer service.
- ✓ Bilingual **Permit Counter Technician(s)** to assist the public, answer questions regarding routine building code requirements, issue permits and coordinate inspections and plan check processes.
- ✓ Registered **Plan Review Engineers/Architects** and/or ICC and CASp-certified **Plans Examiners** for thorough and timely plan review that complies with applicable codes, ordinances, design standards, and regulatory requirements.
- ✓ Multi-faceted **Community Outreach Coordinator** proficient with building and safety, landscaping, water quality, and code enforcement regulations to proactively work with residents and businesses by anticipating and resolving in advance the filing of any code enforcement action.

D. Allocation of Resources

Our staffing plan will focused on the following key issues:

Issue: **Fit into Specific Municipal Culture**
Solution: Every Building and Safety department has its own culture, reporting structure, expectations, and goals. On-site consultant staff must exhibit utmost professionalism and well-refined interpersonal skillsets to be a team player and seamlessly integrate within your organization while being nimble to responding to changing priorities and emergency situations. Moreover, in order to provide for a uniform appearance of HR Green's on-site staff, and a seamless representation that they are functioning as City staff, our personnel will:

- ✓ wear shirts with the City of Banning logo (if desired)
- ✓ maintain City-issued business cards (if desired)
- ✓ carry cellular phones (all staff) and iPads (for all field inspectors) for immediate communications and real-time access to automated permitting system and paperless/electronic templates, reports, data, logs, etc.
- ✓ provide on-site coverage of all positions as listed below *(unless recommended staffing assessment, with approval from City of Banning, calls for adjustments to composition of resources and/or allocation of hours)*
  - Building Official (up to 40 hours/week) – Monday through Thursday or Friday if City Hall days/hours change
  - Permit Technician counter staff - Monday through Thursday 7:00 am - 6:00 pm (unless amended by City to Monday through Friday 8:00 am – 5:00 pm)
  - Building Inspectors - Monday through Friday 7:30 am - 5:00 pm (on-call Saturday for as-needed inspections)
  - Code Enforcement Inspector / Supervising Inspector - Monday through Thursday 7:00 am - 6:00 pm (unless amended by City to Monday through Friday 8:00 am – 5:00 pm)
  - Code Enforcement Administrative Support - Monday through Thursday 7:00 am - 6:00 pm (unless amended by City to Monday through Friday 8:00 am – 5:00 pm)
  - Administrative Supervisor - Monday through Thursday 7:00 am - 6:00 pm (unless amended by City to Monday through Friday 8:00 am – 5:00 pm)
  - Administrative Assistant - Monday through Thursday 7:00 am - 6:00 pm (unless amended by City to Monday through Friday 8:00 am – 5:00 pm)
  - Community Outreach Coordinator - Monday through Friday (flexible hours, anticipated to be 4-20 hours/week, or as determined)

Note: These hours will be reviewed with the City to assure your needs are met. We also make a commitment to 24/7 access of our staff in the event of responding to emergencies and changing or unforeseen conditions.

Issue: **Follow City Protocols/Processes**
Solution: Our staff will be knowledgeable with applicable codes, ordinances, design standards, and regulatory requirements. They will be responsible for meeting the performance expectations set forth by the City. Citizens and inter/intra-agency personnel interfacing with HR Green staff must feel they are having the same "transactional business" experience as they would with a City employee.

D. Allocation of Resources

Issue: Flexibility/Adaptability to Respond to Whatever Needs Arise

Solution: Within the municipal arena, particularly where there is a lean organization, there are consistent time sensitive deadlines, emergency issues requiring immediate response, diverse tasks, and potentially changing priorities. Our on-site Building and Safety staff must possess a diverse technical skillset; be nimble, quick, and flexible to embrace change; and possess the ability to effectively transition between such assorted tasks as reviewing plans, analyzing codes and situations to consider appropriateness of alternative materials and methods, writing a staff report, inspecting new construction or improvements, and/or handling inquiries at the counter. A successful element of **HR Green's Alternative Service Delivery** philosophy is find multi-faceted staff who can wear many hats, transition between various roles, and easily transition between different tasks in order to:

- maximize utilization
- minimize staff levels
- reduce costs, paper, and storage, and move towards a paperless office environment
- maintain consistency of service

Issue: Maintaining Clear & Open Lines of Communication

Solution: Maintaining clear and open lines of communication among City staff, permit applicants, developers, engineers, architects, regulatory agencies, and other stakeholders is key to successful program delivery. This includes excellent interpersonal, listening, and problem-solving skills; detailed documentation; insightful progress and staff reports; electronic plan check tools and tracking logs; mastery of your permitting system; and building consensus to expedite reviews and approvals while mitigating contentious code compliance issues in a spirit of constructive dialogue and harmony.

Overall Management Approach

All proposed personnel must fit your culture, meet your performance expectations, and be team players. All of our proposed on-site staff members have worked as public agency employees or as on-site extension of city staff, consistently exhibiting these traits and seamlessly blending with agency staff. We will implement a plan that is **responsive to your needs, will remain dynamic to changing conditions, and match the right mix of staff to the clearly defined assignments.** For any assignments we will follow the following approach:

City Staffing Needs Assessment

✓ Meet with City to determine City's needs, staffing levels, technical requirements, duties/responsibilities, performance expectations, and budget parameters.

Identification, Vetting, and Selection of Proposed Staff

✓ Identify candidates that possess the attributes that mirror City requirements.

City Interview (If desired)

✓ Establish shortlist of candidates and present to City.
✓ Prepare candidates with requisite background information.
✓ Attend interview [HR Green manager with candidate(s)].

Staff Mobilization

✓ Train and orient approved candidate(s) before initiating assignment.
✓ Provide necessary materials and equipment before assignment.
✓ Establish performance benchmarks and communication chain of command.

D. Allocation of Resources

Measuring Performance

- ✓ Hold regularly scheduled meetings with City staff to assess agreed-upon performance parameters.
- ✓ Implement regularly scheduled alternative communication protocols with City staff (e-mail, phone calls, etc.).
- ✓ Meet regularly with assigned HR Green staff to identify and address their needs/concerns, share City feedback, review performance, and set goals.
- ✓ Proactively identify and implement measures for corrective action, if necessary.

Completion of Task Assignments

- ✓ Monitor that all documentation is complete per City requirements.
- ✓ Debrief City and consultant staff and document feedback.

We have prepared staffing level justification analyses and studies using a GIS interface to maximize efficiencies and customer service quality/responsiveness. This flexibility and adaptability adds great value in responding to changing needs without missing a beat. These studies have helped optimize the number of inspections per inspector balanced against the high level of customer service based on various factors.

"Green" / Paperless Solutions

HR Green will implement the most appropriate proven best practice tools and technologies to reduce paper, save time and money, enhance collaboration; and streamline communication and service delivery. Some of these items include, but will not be limited to:

- ✓ Electronic plan check
- ✓ Banning's permitting software
- ✓ Tracking logs
- ✓ Monthly progress reports
- ✓ GIS interface to track data and identify trends in code and permit activity, actions, results

D. Allocation of Resources

Distinguishing Features, Skills and/or Services

Attributes / Differentiators	Benefits to Banning
Alternative Service Delivery Expertise	Increase service levels / Reduce operational costs / Streamline organization / Reduce turnaround times on plan review, permit issuance, and inspections – while lowering costs / Improve processing of development applications / Respond more effectively to the community
100+ years of multi-disciplined consulting service to public agencies	Municipal focused / Spirit of community service
Supported 40+ California city/county building departments	Proven track record / Immediately hit the ground running
Long-standing working relationship with Inland Empire cities / Know municipal priorities, staff, and processes	Continuity
Expertise in transitioning management of full service building departments	Transition of all current services at NO ADDITIONAL COST to the City
Highly qualified staff with multi-faceted experience	Staff assigned on-site / Carry all requisite experience and certifications (City approves staff assigned)
Exclusively serve public agencies	No conflicts of interest
All have worked as public agency employees or in an on-site, extension of staff role	Seamlessly integrate into your culture
Best practice tracking, reporting tools, and technology. HR Green provides ancillary IT equipment such as laptops, iPads and cellular telephones.	Deliver real-time, 24/7 access to status / Regular reports to note achievements, trends, action items
Proficiency with permitting and documenting software applications and electronic plan check. Experience with numerous software systems.	Streamline operations / Allow for more effective decision-making and strategic planning
Expertise in applying codes and alternative means and methods in a positive manner	Enhances ability to solve specific issues and achieve compliance
Successful track record developing community partnerships for code compliance programs	Deliver full cost recovery plus coverage of associated City administrative costs
Unparalleled code experience – Sit on State and regional code development committees and facilitate training sessions	Ability to navigate latest code requirements and resolve issues through nuanced implementation

Allocation of Resources / Project Schedule

HR Green will deliver the Building and Safety services within the delivery timeframe as outlined in your Request for Proposal. Through the use of electronic plan check and other tools the City may be able to reduce some of these benchmarks moving forward. We have all available staff in-house to handle your staffing needs.

Staff Classification	Name	Hours	Number / Location
Chief Building Official	Keith Clarke, CBO	as-needed	Varies / On-site
Plan Review Staff	HR Green staff	as-needed	Varies / On-site
Building Inspectors	HR Green Staff	as-needed	Varies / On-site
Permit Technician	HR Green staff	as-needed	Varies / On-site
Code Enforcement Officers	HR Green staff	as-needed	Varies / On-site
Plan Checker	HR Green staff	as-needed	Varies / On-site
Community Outreach Coordinator	HR Green staff	as-needed	1 / On-Site
Permit Technician	HR Green staff	as-needed	As-needed

Project Controls

HR Green will control costs; provide accurate and timely invoices; and monitor schedule, review and response times. Below are some of the best practice tools and techniques we use to complete projects within your proposed time frames.

Cost Control

We will track the costs on each project through the use of our enterprise system, Deltek, that gives us web-based, real-time access to manage budgets and baselines; provide multiple forecasts for projected costs and revenue; and graphically analyze and report for accurate revenue forecasts, cost management and project success.

An in-house budget tracking spreadsheet will be updated on a weekly basis to monitor project expenditures and ensure that the required work is completed within the project budget. For each task, we will utilize several tools to quickly monitor and control the labor and costs being applied to the project to maintain accountability among staff and team members, as well as keep the project aligned with the budget and schedule to allow us to make prompt changes in the allocation of resources or direction of effort in order to keep the project on track.

Quality Control Measures

- ✓ Quality Control Management Plan
- ✓ Regularly Update Schedules
- ✓ Internal Resource Allocation Meetings
- ✓ Action Item Lists
- ✓ Progress Meetings and Reporting
- ✓ Meeting Follow-Up
- ✓ Budget Tracking

D. Allocation of Resources

The following tools and approaches will be utilized:

- Advanced accounting system utilizing electronic timecards provides up-to-date job cost information daily
- 24/7 web access to an array of accounting reports that will track labor, expenses, subconsultants, and all job costs
- Monthly status reports of effort expended (including subconsultants) will be generated showing real time costs to date (since invoicing usually has some lag from the actual project progress)
- Track/monitor project costs vs. actual work completed to identify areas that may be exceeding initial project budget
- Make corrective actions as necessary to the project plan to compensate for areas drifting beyond budget to bring the project back on track as soon as possible

Development / Updating of Policies & Procedures

As part of our Building and Safety services, we have provided the latest adopted building codes and updated ordinances and procedures, including developing technical review checklists customized to applicable design standards and codes for improvements, special provisions and cost estimates. The checklists incorporate lessons learned from past projects into future projects and are an effective tool for maintaining consistency and conformance during the submittal review process.

Monthly Progress Meetings and Reports

Proper preparation prior to these meetings will make these sessions highly productive. HR Green will institute the following:

- **Conducting Meetings:** HR Green will ensure that meeting agendas are adhered to throughout each meeting. An "open discussion" item will be provided at the end of each meeting agenda. This is to ensure that ALL required information is exchanged, while keeping the meeting on track. Supporting documentation will include assigning a resource responsible for each line item on the project schedule to maintain accountability, meeting minutes, and a detailed action item list showing the action, person responsible, and due date.
- **Meeting Follow-up:** We will write comprehensive minutes of each meeting. Action items and project schedule will be updated based on the meeting discussions. These items will be sent to all team members within one week after each meeting. We will review and approve the minutes to ensure an accurate account of the discussions.
- **Status Reports:** These reports will track key accomplishments, projects of note and status, graphs tracking performance against agreed upon metrics, and planned activities and progress is for the coming month.

Document Control

Our staff will develop and maintain an accurate document control system compatible with existing City records. Records/documents are a vital component of keeping a project on track. Records must be orderly and easily accessible. We will utilize the City's existing system, complimented by HR Green's systems, to control all aspects of your projects. Any action items that result from the meetings can be sent directly to the appropriate person and added to their "Action List". All open action items will then be used to create the next meeting agenda.

Tracking of Review Comments

We will track review comments to verify that each comment has been addressed by the design team. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review cycle are summarized electronically by our staff. Design responses are added and included with the next submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines.

Plan Review Tracking Log

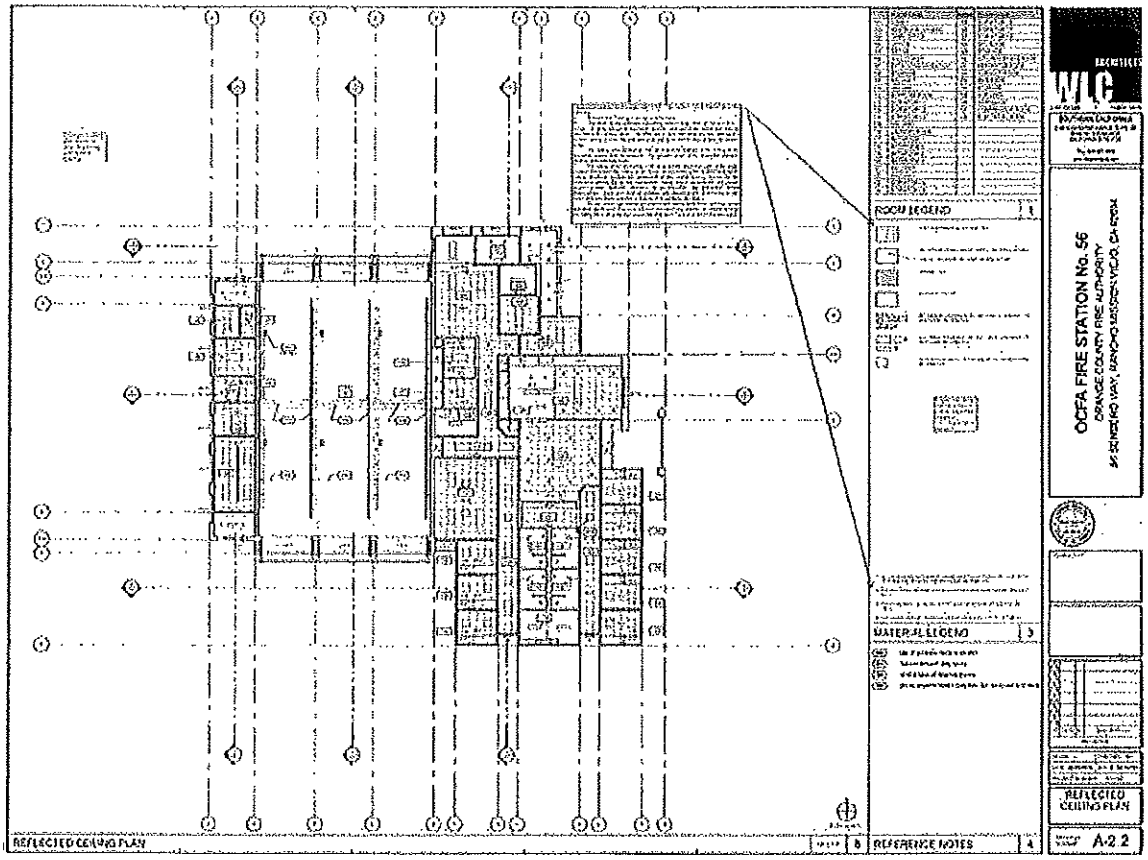
A key to maintain close communication is the ability to give the stakeholders status updates on where their projects are in the review process. One tool our staff has developed and used successfully for various cities is a tracking log. This can be customized according to your needs.

D. Allocation of Resources

Electronic Review Process and Digital Commenting

We have been at the forefront of implementing an electronic review process for more than 25 public agencies at the municipal, regional, and federal level. Electronic plan review (digital commenting) allows for collaborative net meetings, where agency staff, developers' engineers, and our plan reviewers can coordinate and discuss review comments in real time, referring to detailed aspects of the project. Built-in software viewers allow the team members to view all of the information without having any additional software on their computers.

Electronic Plan Check/Digital Commenting Sample for County of Orange - OCFA Fire Station



E. Scope of Services

Building and Safety services play a critical role to monitor codes and standards that safeguard life or limb, health, property, and public welfare. They regulate and control the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings, structures and certain equipment. Project momentum must be balanced with plans that comply with applicable codes, requirements, and design standards. The various parties need objective reviews from registered engineers and certified specialists coupled with quick turnaround review comments in a seamless manner. Follow-up inspections will monitor compliance with applicable codes and design standards.

HR Green provides a "one stop/single source" solution to process, review, inspect, and approve new construction and improvements. Our **Building Safety** and **Alternative Service Delivery** expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload. We specialize in providing "green" electronic review and tracking solutions, as well as mobilizing on-site engineers, architects, ICC-certified plan reviewers and inspectors, and counter staff to process your projects, realize significant cost savings, enhance financial sustainability, provide additional flexibility, deliver professional service, and maintain accountability.

A. Chief Building Official Administrative Services

HR Green will provide a Chief Building Official, **Keith Clarke, CBO**, responsible for overseeing building inspections, code compliance, and abatement. He will act as an official City representative on building-related matters. Keith brings more than 30 years of diverse building and safety experience, serving as Building Official, Plan Checker, Fire Prevention Officer, Code Enforcement Officer, and Inspector for various California cities. He has served as Building Official for the Cities of Corona, Eastvale, Costa Mesa, Norco, as well as management positions in Jurupa Valley and La Habra Heights. He has also received various ICC and CALBO awards as Building Official of the Year, managing Building Departments of the Year, and Lifetime Achievement.

Chief Building Official: Keith Clarke, CBO Differentiators

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Inspection, and Code Enforcement Expertise
- ✓ Extensive Fire Code Experience
- ✓ Building Official, 5+ cities
- ✓ Recipient of Various CALBO and ICC Awards

This can include, but not be limited to the oversight of Building Department operations as well as technical code interpretations, such as:

1. Administering the Building Safety operations, overseeing building safety plan reviews, public counter services, building inspections, neighborhood preservation, and code compliance operations.
   - Supervise and train persons assigned to the building division;
   - Recommend the hiring and management of employees for the building division;
   - Delegate workload authority and responsibility, and review performance of assigned staff;
   - Advise and recommend departmental policies and procedures;
   - Provide assistance and consultation to the City on matters pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters as requested by the City;
   - Generate monthly performance and progress report for Building Safety Division;
   - Communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.

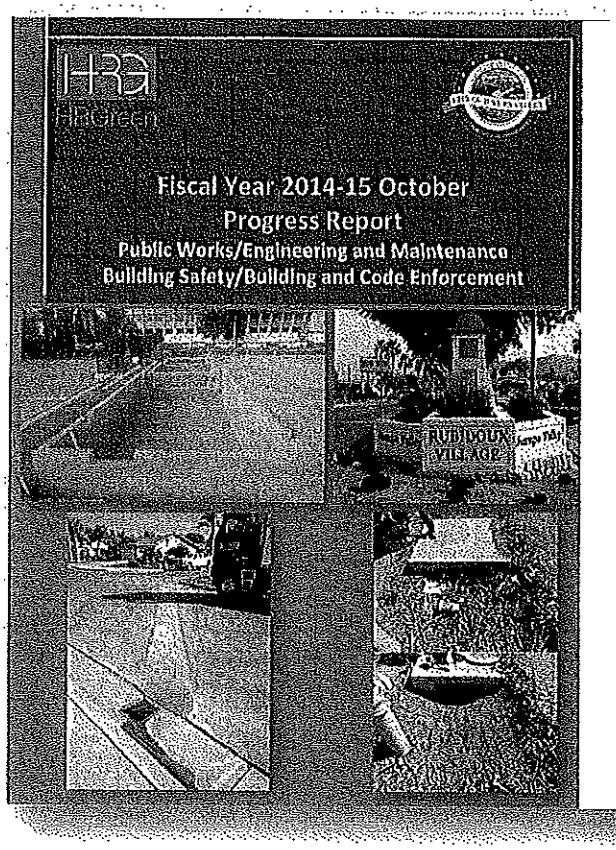
2. Reviewing plans, arranging and conducting inspections, establishing and maintaining enforcement system.
   - Assure that new buildings comply with the Building Code;
   - Assure that existing building structures are not in violation of the Building Code;
   - Establish procedures for receiving applications, conducting plan review, scheduling inspections, and ensuring enforcement;
   - Confer with architects, builders and fabricators on construction practices and safety;
   - Provide staff support and direction to various technical advisory boards or committees dealing with the functions of the division.

E. Scope of Services

3. Providing advice/recommendations and actively participate in day-to-day activities.
   - Recommend changes in codes;
   - Prepare factual, clear, concise, written staff reports concerning the Building Safety Division;
   - Prepare and review divisional budget and make financial recommendations concerning the Building Safety Division;
   - Oversee maintenance of Building Safety records and files, calculate and collect fees for permits and other services provided by the Division;
   - Monitor that daily logs and other reports are prepared for Building Safety Division;
   - Provide periodic technical training to City staff.

4. Performing other duties as assigned.
   - Represent the Building Safety Division with the public, City Council, Planning Commission, and other City departments and external agencies;
   - Investigate complaints relating to zoning and building code violations and takes appropriate measures;
   - Perform additional duties as may be required to discharge duties as Chief Building Official.

Our Building Official will prepare staff reports for the Director of Community Development, Principal Planner, City Council, and various committees/commissions, as requested. This will include project progress reports and monthly/regularly scheduled meeting agendas/minutes with designated City representative(s). In addition, we will provide monthly invoicing with detail in the format desired by the City. Following are sample pages from a progress report we provided to the Jurupa Valley City Council.



Fiscal Year 2014-15 October Progress Report
Public Works/Engineering and Maintenance
Building Safety/Building and Code Enforcement

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City of Banning
Building and Safety Services

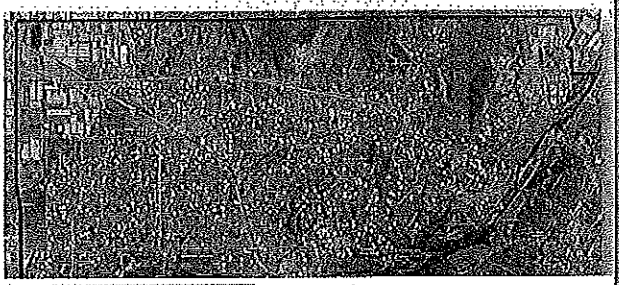
E. Scope of Services

Building & Safety Department *Building Division*

Key Accomplishments
- Achieved 97% compliance with building plan review turnaround schedule goals this month
- 166 building plan checks reviewed this month (this does not include over-the-counter permits)
- 100% of building inspections completed on time this month / 1,171 building inspections
- 215 building permits issued this month
- 123 building permit applications finalized this month
- Provide status of each applicant deposit account balance within 24 hours of request

Planned Activities
- Upload building permit reports and plan review information to City website to allow applicants to review their status and general public to access standardized reports
- Continue to maintain compliance with turnaround schedules (10 working days for initial review, 5 working days for rechecks, and next working day for inspections)
- Implement e-Government awareness initiative to constituents and development community
- Encourage and expand the use of electronic plan checking
- Investigate opportunity for on-line bill pay for permits
- Investigate opportunity for a self-help kiosk for customers to use at the counter for information and permit applications
- Achieve 99% compliance for plan check turnaround times
- Continue to have 100% of cost of services covered by fees and deposits
- Hold additional code enforcement workshop as necessary

Building Permit Locations Since July 1, 2014



Building & Safety Department *Code Enforcement Division*

Key Accomplishments
- 166 complaints received this month
- 186 investigations conducted this month
- Assisted the Sheriff's Department in identifying abandoned vehicles on City streets
- Conducted 7 inspections for construction without permits of medical marijuana dispensaries, in conjunction with the Building Department and the Sheriff's Department
- Continued to assist the Sheriff's Department and City Attorney in closing illegal marijuana dispensaries in the City. 6 dispensaries to date have closed, 6 waiting for appeal hearings. $27,805.80 has been deposited in fees, for appeals and investigations.

Planned Activities
- Continue to identify and conduct construction without permit inspections, at marijuana dispensaries throughout the city
- Continue to assist the Building and Safety Department with abandoned construction projects and identify construction performed without inspections
- Continue to distribute performance surveys to applicants and report results to the City Council
- Continue to provide weekend coverage issuing notices of violation to vendors and identify construction without permits
- Continue to identify illegal tenant improvements in commercial businesses
- Continue to identify illegal marijuana dispensaries in the city

Fire-Damaged Residence

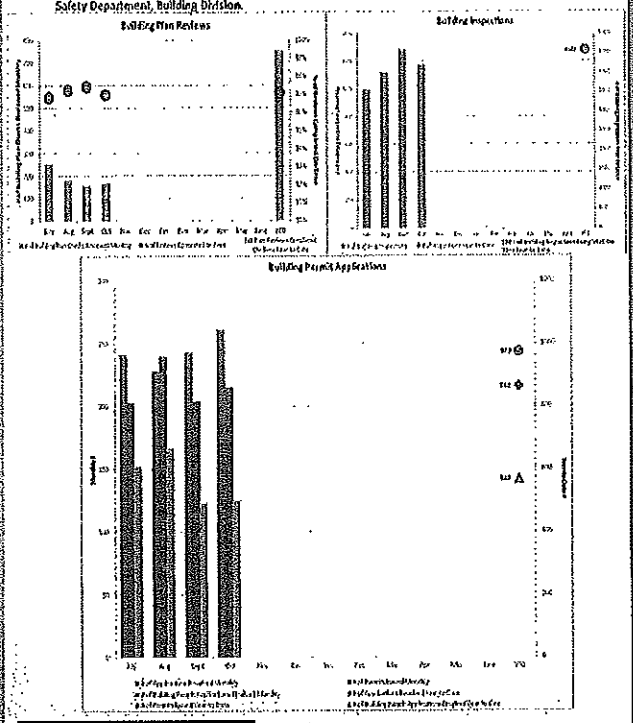
Before

After *(repaired)*

Building & Safety Department *Building Division*

Performance Overview

On page 21 please find charts and graphs that display key performance indicators for the Building & Safety Department, Building Division.



Building & Safety Department *Code Enforcement Division*

Vendor on Vacant Lot

Before

After

Illegal Medical Marijuana Dispensary

Before

After *(vacated)*

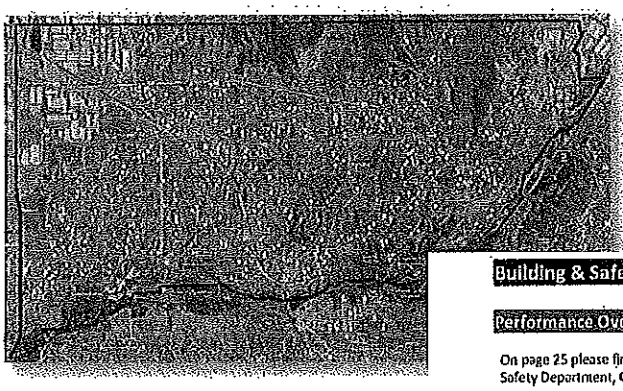
HRGreen

City of Banning
Building and Safety Services

E. Scope of Services

Building & Safety Department *Code Enforcement Division*

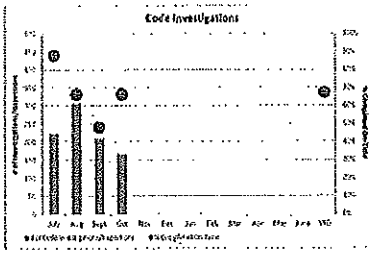
Code Inspection Locations
Since July 1, 2014

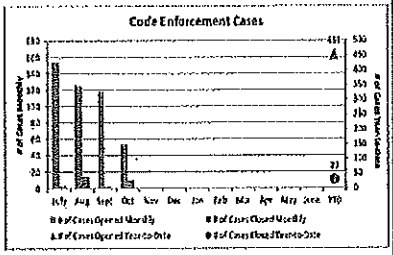


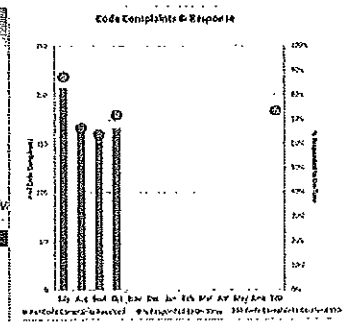
Building & Safety Department *Code Enforcement Division*

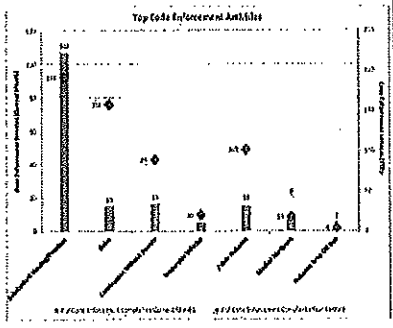
Performance Overview

On page 25 please find charts and graphs that display key performance indicators for the Building & Safety Department, Code Enforcement Division.









Building Safety Department *Code Enforcement Div*

Key Accomplishments

- Received 1,201 code complaints
- Responded to 84% of code complaints on-time
- Opened 1,109 code enforcement cases
- Handled 1,763 code investigations/inspections
- Completed 84% of code investigations/inspections on-time
- Fully implemented GovOutreach program to create and track code enforcement cases and create notices
- Developed code enforcement public information flyer that also includes inoperable vehicles
- Proactively working with field staff to identify construction without permits throughout the City
- Aggressively abated drop off bins throughout the City (Bins given notice: 40, Bins removed: 38)
- Transitioned Richmond American residential home development tract (25 homes) review, approval, inspection, and final Certificate of Occupancy from County to City
- Initiated new ordinance with staff beginning to enforce drop off restraints
- Started task force to develop policies for code compliance of semi-trucks and trailers parking in residential areas

Fiscal Year 2014 Goals

- Coordinate efforts with Public Works to assist in weed abatement coordination and notification (mailings, notifications, inspections, follow up, abatement orders, and abatement cost recovery)
- Assist Building and Safety to follow up on abandoned construction projects and work performed without construction permits (mailings, notifications, inspections, follow up, abatement orders, and abatement cost recovery)
- Distribute performance surveys to applicants and report results to City Council

HRGreen

E. Scope of Services

B. Building and Safety Services

Front Counter Support / Permit Processing

HR Green will provide bilingual technicians for front counter support at City Hall during business hours. Our services will include, but not be limited to:

- Provide general and technical information to property owners, developers, business owners, residents, the general public and other agencies concerning property development and the permit process.
- Access building, planning and engineering record information by inputting or retrieving information on the department computer; receive and log all permit applications and plan check requests.
- Provide excellent customer service to both internal and external customers.
- Provide over-the-counter plan reviews, as needed.
- Coordinate the scanning and digitizing of plans.
- Assist plan checkers, planners, engineers and inspectors and provide basic information to the public, architects, builders and contractors concerning the permit process.

Permit Technicians' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Bilingual
- ✓ Exceptional customer service skills/ "Can do" attitude
- ✓ Building application and permit processing proficiency
- ✓ Computer proficiency
- ✓ Familiarity working with various land management / permitting software

- Serve as liaison between City inspectors, plan checkers, engineers, planners and contractors, developers and owners; explain applicable code interpretations and plan check comments to the public.
- Provide regular status reports and monthly reports of building and planning permit and inspection performance including: permits issued, fees collected and types of projects for use by staff and outside agencies.
- Maintain active plans and permit records and assist in certain related administrative functions such as research, analysis of codes, etc.
- Examine, check and approve simple construction, commercial, industrial and residential development applications to determine completeness and compliance with standard building and planning requirements including room additions, interior alterations and other minor building proposals.
- Schedule building and planning inspections.
- Provide contractors, builders, developers and the general public with information on various City programs.
- Calculate and collect deposits for various City programs prior to the issuance of permits.
- Respond to outside agency requests for reports on development and building activity in the City.
- Coordinate building permit information with the County and other applicable agencies.
- Prepare file, process permits, post notices and input appropriate information into computer.
- Provide referral assistance to other City Departments or various agencies.
- Provide contractors, builders, developers and the general public with information on the City's Water Quality requirements.
- Process forms, permit applications and plans necessary for business registration including Certificates of Use and Occupancy.
- Respond to inquiries and provide information related to permit procedures, policies and functions.

E. Scope of Services

- Maintain business registration database.
- Maintain supplies including permit applications, forms and related documents; requisition additional supplies as required; maintain development assistance forms in lobby.
- Coordinate final inspection clearances from all Departments; determine that all fees have been paid prior to permit issuance and/or occupancy and utility releases; coordinate the microfilming of plans and blueprints for the department.
- Establish, maintain and foster positive and harmonious working relationships with City staff and all those contacted in the course of work.
- Perform related work as required.

Plan Review

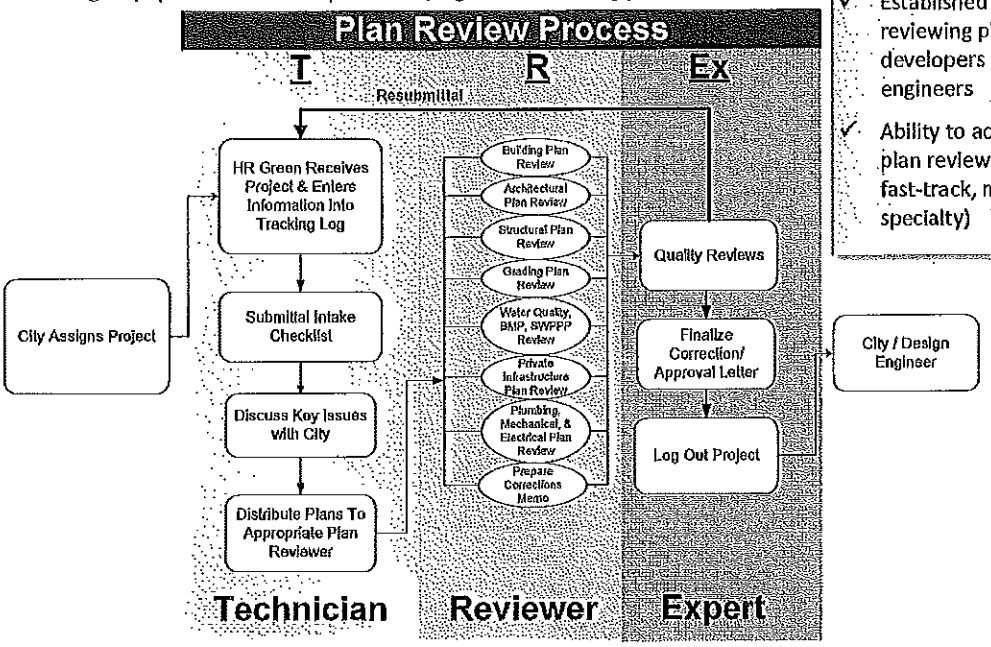
Our goal is to provide helpful code insight, responsiveness, and collaboration early and often to applicants while leveraging a proven development review process and electronic plan check/digital commenting to maximize efficiencies, promote project transparency, and save time and money.

The plan check process we will follow will be managed through our "**GreenTREx**" plan review and processing program, a formalized and integrated process whereby **T**echnician, **R**eview, and **Ex**pert management/quality control functions are consistently implemented on each and every project. **HR Green** will assign registered engineers/architects and ICC/LEED/CASp-certified plan reviewers to review plans for compliance with applicable codes and requirements (accessibility, building, structural, non-structural, mechanical, electrical, plumbing, grading, water quality, etc.).

All minor plan review and some intermediate plan reviews will be performed in City Hall offices. Should the City so desire, major plan review may be handled through a paperless electronic plan check/digital commenting process.

Plan Reviewers' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Registered engineers and architects
- ✓ ICC- and LEED-certified plan reviewers
- ✓ CASp-certified accessibility and QSD/QSP-certified water quality specialists
- ✓ Electronic plan check expertise
- ✓ Proven track record processing a wide variety of projects (construction type and size)
- ✓ Established relationship reviewing plans of leading developers and developers' engineers
- ✓ Ability to accommodate special plan review needs (expedited/ fast-track, multi-phased, specialty)



HRGreen

E. Scope of Services

Step 1 - Preliminary Discussions
Prior to beginning our initial plan check project, our Plan Review Manager will conduct a meeting or conference call with the applicant to discuss local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 – Initial Review
Once we receive a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance to all applicable code standards. All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated. Generally, corrections can be identified in two ways:

1. Notes can be made on plans as appropriate and authorized to assist in locating the issue on the plans
2. A correction sheet is generated detailing what items need to be addressed before plan approval

The client will receive a copy of each correction list, as well as a cover memo containing the following:

- The date plans were reviewed by our plan review staff
- The date that the applicant/applicant's designee was notified that the plan review was completed
- The name and phone number of the applicant/applicant's designee that was notified that the plan review was completed

Step 3 - Transmittal of Plans and Comment Lists for Plan Check
There will be a coordinated effort to track and coordinate all submittals and requests received. To help assure that submittals are properly coordinated and tracked, we will implement our proven internal plan check coordination process in which each plan received for review is properly handled, processed and returned on time.

Upon completion of our review, any comments generated will be consolidated into a correction letter which will be forwarded to the applicant. At the same time, an electronic copy will be sent to the City for your reference.

At your discretion, upon completion of the initial plan review a debrief between our staff and the City can be coordinated to ensure our firm is aligning with the City's expectations.

Step 4 - Rechecks
Upon receipt of the resubmittal package from the applicant, we will notify the City (via email) that we have received the package. Once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process will be repeated until the project plan documents are ready to be recommended for approval.

When all review comments are satisfied, we will forward two sets of all relevant correspondence bearing our company's "Approval" stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Upon completion of a plan check, we will forward an electronic copy of the correction list to you and to any other party you designate. When corrected plans are resubmitted, the same procedure will be followed.

Step 5 – Plan Approval
Upon plan approval, HR Green will present to you the requested number of approved building plans, a copy of the review sheet with all completed items appropriately signed off, a letter of transmittal stating the conditions, if any, of approval (such as fees due, necessary agency approval(s), or minor items to be completed), and all other pertinent documents.

Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal.

E. Scope of Services

Building Inspection

HR Green's ICC-certified and bilingual building inspectors shall provide the following field services and be assigned 7:30 am to 6:00 pm, Monday through Friday (also, on-call Friday and Saturday for as-needed inspections):

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by City and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, green building and disabled access requirements, including known city, county, state, and federal requirements.
- Provide excellent customer service to the public as an extension of City staff. Our certified inspectors are knowledgeable and specialize in on-site problem solving and working closely with property owners through completion of the inspection.

Building Inspectors' Differentiators

- ✓ All staff have on-site and field experience delivering same services to cities (25+ year average experience)
- ✓ ICC-certified building inspectors
- ✓ Multi-faceted experience to handle inspection, plan check, and counter support
- ✓ Extensive experience working on diversity of project occupancies and types of construction
- ✓ Excellent interpersonal skills
- ✓ Thorough documentation (daily logs, photo documentation, reports)

- Identify and document deviations between approved plans and actual field installations.
- Write detailed correction and/or stop work notices, as applicable.
- Proficiently communicate with contractors, architects, engineers, and building owners to provide clear and concise direction.
- Bring to the attention of the City for approval of any changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirement.
- Provide convenient building inspection appointments with 2 hour windows to better serve the public.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Update inspection reports using the City's automated system.

Our building inspection activities can be adjusted on fast track projects to provide a high level of coordination specifically suited to the design build concept and to gain compliance with all applicable codes required by the City. Fast track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Building Inspection Process

E. Scope of Services

Housing Abatement / Building Code Abatement Administration and Inspection

Delivering code compliance services to a community is a balance between maintaining a good relationship with your current residents and achieving your goals for safety, cleanliness, upkeep and the general image of the municipality.

HR Green code compliance professionals play a key role in enforcing compliance with applicable codes/ordinances for orderly development, maintenance of property values, and protection of the environment. Our staff will provide prompt, diplomatic, and courteous service, working in a spirit of collaboration with property owners to achieve a high level of compliance that mitigates confrontation, decreases compliance costs, and promotes public goodwill.

Code Compliance Officers' Differentiators

- ✓ All staff have on-site and field experience delivering same services to cities (15+ year average experience)
- ✓ PC 832-certfied
- ✓ Instrumental in developing statewide code enforcement education system
- ✓ Multi-faceted experience to handle code investigations and counter support
- ✓ Extensive experience working on diversity of code issues
- ✓ Excellent interpersonal skills
- ✓ Thorough documentation (daily logs, photo documentation, reports)

Effective Strategies

Some effective neighborhood preservation strategies we have succesfully implemented include developing a collaborative and synergistic relationship between the code enforcement officer, building inspectors, and community to achieve the following:

- ✓ **Develop fair solutions for citizens.** It is better to mitigate complaints rather than ban various items. We will work with key City departments and the community to take feedback and adjust enforcement practices accordingly that create real solutions to satisfy your needs. Hosting community workshops with local residents is one way to alleviate any miscommunication or confusion that citizens may have. This will also make the residents feel like their voice has been heard and that the city is working for their best interests.

- ✓ **Implement a positive approach and flexible solutions.** A "heavy-handed" approach will eventually collapse and cause many citizen complaints and frustrations. Coming up with flexible solutions that a community really wants and understands is the best long-term solution. Communicating is about knowing what level of detail to provide, the urgency that each item should receive and choosing the right method to distribute the message. Creating a stronger communication between Community Development, Police and Code Enforcement officials when it comes to code enforcement violations with the results of reducing police responses to non-violent or non-emergency calls. A successful code enforcement program requires a positive approach to compliance, coupled with inspection performance metrics. This will result in a code enforcement process that will build a greater understanding and trust within the community, while building good will and ultimately improving conditions in the City.

- ✓ **Provide clear and concise information to citizens.** We will work with the City to provide a toolbox of helpful documentation/resouce guides, web-based tools, education, and public outreach. Our goal is to promote an atmosphere of collaboration, empathy and understanding for a citizen-driven code compliance and neighborhood preservation standard with applicable epxectations that engender buy-in from the community.

E. Scope of Services

Our code compliance staff's duties will include, but not be limited to:

- Review and study applicable local codes and ordinances.
- Perform field surveys and investigate complaints of possible code violations.
- Perform and document inspections to determine the validity of the complaints, and to identify conformance to applicable codes and ordinances.
- Take photographs and necessary measurements and gather all pertinent facts from the parties involved.
- Prepare and issue Notices of Violation, Letters of Non-Compliance and, when necessary, citations.
- Request title searches, record or remove violation notices on titles, and ensure legal requirements have been met.
- Maintain records of inspections and enforcement of efforts; research and compile data for each case; prepare required documentation for legal actions; testify in court proceedings regarding code violations, and perform follow-up actions as needed to gain compliance.
- Confer with related agencies and departments on disposition of complaints and code violations.
- Prepare detailed and specialized written reports and correspondence.
- Help permit technicians process permits needed to correct code violations and handle customer needs over the phone and in person.

C. Service Delivery Timeframes

HR Green will meet or beat the maximum service delivery timeframes listed in your Request for Proposal. We will utilize the applicable staffing and quality assurance/quality control tools (covered previously on pages 13-15 of our proposal) to meet these performance metrics/benchmarks.

Service	Timeframe for Delivery
Major plan check	10 work days or less
Subsequent plan checks	5 work days or less
Minor plan checks and single story homeowner additions	3 work days or less if submitted into plan check or over the counter during a designated time period each day
Building inspection	The following working day (*Note:* appointments are provided upon request with a 2 hour window)
Grading plan check	10 work days or less
Subsequent plan checks	5 work days or less
Grading inspection	The following working day (*Note:* appointments are provided upon request with a 2 hour window)
Assistance at the public counter	On demand during City Hall hours
Return of phone calls	By the end of the next business day
Monthly statistical accounting	Completed at the end of each month

Key elements of our plan review program to produce error free work include implementation of our GreenTREx Program, quality control at each review phase by ICC-certified reviewers and/or registered engineers/architects, and utilization of various forms and checklists.

E. Scope of Services

As part of our **GreenTREx** process our reviewers and experts will utilize conformity checks, conflict checks, general mathematics, and design criteria checks relative to applicable documentation during the plan review and processing phase. Moreover, after plan review, our Task Leaders will do a quality review check and will also participate in a plan review meeting after the second check with the permittee, applicant and/or owner (as required), as well as the design engineer to ensure all comments are clearly understood to facilitate accuracy and conformance in an efficient manner.

Where appropriate, HR Green's **quality assurance program** will stress various key areas:

Face-to-Face Plan Check Meeting with Review Team & Developer's Engineer after 1st Plan Check

We propose a plan check meeting be held at the end of the QA/QC process (after first plan check) to review all comments and issues with internal staff. This formalized internal process will promote consistency, ensuring everyone is on the same page on any major outstanding issues. The resulting benefits include clear and concise comments for the design team and elimination of multiple resubmittals.

Alternate Materials, Means, and Methods

We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

"On-Call, On-Site" Availability & Effectiveness

Our expertise and long history in delivering diverse "on-call" consulting services gives us a keen understanding of the importance of maintaining continuity, responsiveness, reliability, and high quality during periods of work peaks, valleys, and changing City priorities. Our Project Manager and Principal-in-Charge will proactively meet with the City to anticipate your future needs and implement a staffing plan that delivers the right person for the right job at the right time for the right reasons. This includes identifying not only the proper plan check individual with the broad-based technical skillsets, but also someone who will blend in effectively within the culture of the agency organization. Consequently, we look at various personal characteristics of individuals before we offer an engineer for an on-site staffing position (e.g., synergy with fellow City co-workers, technical competence tied to expected duties and responsibilities, strong moral and ethical character , creativity and innovative thought, teamwork, proactive time management, flexibility to adeptly respond to changing priorities and conditions, exhibiting a servant spirit).

The benefit of procuring HR Green is that our seasoned staff are well-grounded in the municipal engineering field. Their experience is broad and they can easily handle diverse tasks concurrently, from various types of plan check to civil design. Consequently, one HR Green staff member can meet many City needs, which, in turn, will save you time, money, and promote efficiencies in the delivery model.

HR Green's **Inspection Manual** establishes protocols to follow for quality service delivery. These quality control items include:

- Review of contract documents
- Check supplemental information
- Relate requirements to site conditions
- Review project with inspector
- Review project with contractor
- Project controls during construction
- Maintaining accurate and complete records and reports

E. Scope of Services

HR Green aspires to provide a safe, attractive, and livable community for your residents. The process requires both proactive and responsive building inspection and code enforcement in order to achieve these goals. For example, code enforcement in its simplest terms is a rather straightforward process. However, understanding that compliance is the ultimate goal of the process, HR Green employs a **"customer centric" approach** to code enforcement. This amounts to more than simply issuing citations. For instance, code violations can (but not always) be a function of a lack of understanding on the part of property owners. Our inspectors will work to educate and inform residents in an attempt to gain compliance in advance of enforcement action, while at the same time complying with the enforcement time schedules prescribed by the City. Code enforcement is serious work requiring strict adherence to ordinance requirements accompanied with appropriate enforcement. In the long run compliance is easier to achieve when the community understands and fully supports the City's goals. Some code violations also require dispute resolution between effected parties, often requiring creative solutions to resolve problems. Our services will facilitate this approach when appropriate.

Understanding that municipal services are not delivered in a vacuum, we appreciate the importance in coordinating with other internal and external agencies when necessary.

Efficient communication is one of the most important elements for inspection and code enforcement. The speed with which we process communications can aid or restrict the progress of construction and code compliance. Effective communication is far more than simply submitting progress reports on time. Communicating is about knowing what level of detail to provide, the urgency that each item should receive and choosing the right method to distribute the message. We will provide concise summaries using laymen's terms for management review and easy to understand executive summaries will accompany technical reports.

Timely communication will be provided to you and your targeted audience using a wide array of options. Whether it's continuing the City's current public outreach programs or, for example, delivering code enforcement education via a public relations campaign using twitter, Facebook or website updates to engage citizens or returning a quick text message, email or phone call to staff, we will respond appropriately and in the manner you desire.

Some of the communication principles we will incorporate:

- The City and the developer, the contractor and/or property owner will be kept in the loop at all times. This will be achieved through meetings, progress reports, photo logs, and other documentation.
- The lines of communication should be followed as closely as possible.
- Our inspector will not give instructions to subcontractors performing the work. All directives to the subcontractor shall be given to the prime Contractor.

Documentation is one of the most important tools we have for protecting the City's interests. Documentation in the form of daily reports, photos, telephone logs, conversation logs, meeting minutes, etc., must be timely and accurate. All administrative and technical oversight on the project needs to be clearly documented and maintained. This includes contract change orders, extra work bills, time and materials tracking, ensuring that plans are redlined with changes and reported regularly, materials testing, tracking and checking all permits, licenses and bonds.

D. Additional Duties, Responsibilities and Information

Implement Customized Land Management/Permitting Software Suite

HR Green has extensive experience implementing permit software and managing the data input and integrity. Our staff is proficient using all the major permitting and land management software programs (e.g., Accela, Tidemark, Sierra Plus, HTE, Sunguard, CRW).

Digitizing Plans

HR Green has extensive experience scanning and digitizing plans and documents to assist agencies go to a paperless environment. We will meet or beat your timeframe for implementation. However, we will analyze the delivery of this initiative and identify the most-effective and efficient manner possible to accomplish your goals.

CASp (Accessibility) Consulting

HR Green has various CASp-certified accessibility specialists, any of whom can provide code consulting, plan review, and inspection tied to compliance with applicable state and federal construction-related accessibility standards, governed by Title 21. We are available to:

- review facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations
- investigate facilities for compliance with State and Federal accessibility codes and regulations
- conduct accessibility research
- prepare accessibility reports
- handle accessibility inspections
- provide advisory recommendations regarding code enforcement cases related to accessibility
- investigate on site conditions, research applicable regulations and provide written advisory recommendations regarding accessibility complaints received by the City Code Enforcement section
- provide outreach services to local businesses that serve the public by offering an educational program for employees providing services to customers with disabilities
- provide advisory recommendations on accessibility issues related to City facilities, including City buildings, parks and open space
- provide research on existing and proposed legislation related to State and Federal accessibility regulations

Our staff will be available to provide consulting, review, and inspection of site development and accessible routes of travel, accessible parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, pedestrian grade separations, ramps (interior and exterior), entrances and exits, doors, floors and levels, corridors and aisles, hazards and protruding objects, controls and operating mechanisms, space allowance and reach ranges, employee work areas and work stations, fixed or built-in seating, tables and counters, signs and identification, electrical, notification appliances for the hearing impaired, cleaner air symbol, and alterations to existing buildings and facilities.

F. Previous Relevant Projects and References

List of Similar Services Performed

For the past 30+ years HR Green and our proposed staff have provided comprehensive building and safety services to Southern California cities and counties.

The matrix below shows the breadth of building and safety services among a representative list of agencies served.

On the following pages are project write-ups of detailed services performed with references for similar organizations/entities in the last five years and when performed.

Services	Representative Agencies																								
	County of Orange	City of Orange	City of Rancho Santa Margarita	City of Irvine	City of Costa Mesa	City of Anaheim	City of Tustin	City of Lake Forest	City of Los Alamitos	City of Jurupa Valley	City of Corona	City of Murrieta	City of Lake Elsinore	County of Riverside	County of Los Angeles	City of La Puente	City of Claremont	City of Murrieta	City of Placentia	City of Ontario	City of Paramount	City of Manhattan Beach	City of Riverside	City of Lawndale
On-Site Staffing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓				✓	✓	✓	✓
Building Safety Administration	✓	✓	✓	✓		✓		✓		✓	✓				✓	✓	✓						✓	
Building Plan Check	✓		✓	✓	✓	✓		✓		✓	✓	✓			✓	✓	✓				✓		✓	
Building Inspection	✓		✓	✓	✓	✓	✓	✓		✓	✓				✓	✓	✓						✓	
Code Compliance		✓	✓	✓		✓		✓	✓	✓	✓					✓	✓					✓	✓	✓
Permit Counter	✓	✓	✓	✓		✓		✓	✓	✓	✓				✓	✓	✓					✓	✓	✓
Accessibility Review/Consulting	✓	✓	✓	✓	✓	✓		✓		✓	✓	✓			✓	✓	✓				✓		✓	
Civil / Grading Plan Check	✓		✓	✓						✓	✓	✓	✓	✓				✓	✓	✓			✓	
NPDES / Water Quality Review	✓		✓							✓	✓	✓	✓	✓				✓	✓	✓			✓	

F. Previous Relevant Projects and References

Building Plan Review and Inspection

County of Orange

Contact: Rose Fistrovic, PE, Program Manager
714.667.8858

Dates: 2012 – ongoing

Proposed Staff: George Wentz, PE; Reggie Meigs, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; James Brogan, NCARB, CASp, CBO; Tina York, PE; Bob Makowski, QSP; Gladys Benavides; Lonnie Partch; Stacy McCamey

HR Green Services	
✓ Architectural Plan Review	✓ MEP Plan Review
✓ Title 24 Energy Plan Review	✓ Civil Engineering Plan Review
✓ NDPES Compliance Review	✓ Disabled Access Compliance Review
✓ Green Building Plan Review	✓ Building Inspection

- HR Green currently has two related contracts with the County:
  - Building and civil plan check, on-site planning, and inspection of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo), 23,000-acre site with extensive dedicated and protected open space
  - As-needed residential and commercial building inspection
- HR Green staff has provided building plan check, civil plan check, and map check review of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo)
- Electronic plan review / digital commenting
- Review structural, non-structural, mechanical, electrical, plumbing, universal design, disabled access, Title 24 energy, and green building plans; and local noise attenuation ordinances checking for conformance to the County standards, codes, regulations, and Conditions of Approval
- Review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval
- Maintains a 100% on-time review rate in accordance with the County and developer's fast-track timetable
- Electronically transmit response letters and tracking logs concurrently to developer, engineers, and County with hardcopy transmittal returned to County and developer team
- Proficiency using County's APPS program, enterprise system integrating all aspects of the planning, plan check, processing, inspection, and approval process for private development projects (new construction and renovation)

F. Previous Relevant Projects and References

Full-Service Consulting

City of Jurupa Valley

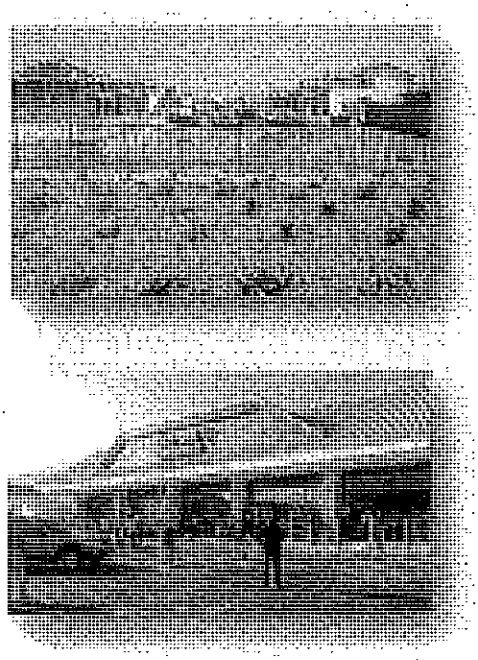
Contact: Gary Thompson, City Manager
951.332.6464

Dates: 2011 – ongoing

Proposed Staff: George Wentz, PE; Reggie Melgs, CBO; Keith Clarke, CBO; Todd Bailey, PE, LEED AP, CASp; Richard Brooks; Art Castro, CBO, CASp; Behrouz Azarvand, CASp; James Brogan, NCARB, CASp, CBO; Lucian Gunter IV, RA; Tina York, PE; Mike Myers, PE, QSD/QSP; Bob Makowski, QSP; Gladys Benavides; Erroll Lawson; Ron Anderson; Lonnie Partch; Bart Reis; Becky Brewington; Frank Unpingco; Stacy McCamey

"HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services."
Frank Johnston
Former Mayor (current Council Member)
City of Jurupa Valley

HR Green Services	
✓ Architectural Plan Review	✓ MEP Plan Review
✓ Title 24 Energy Plan Review	✓ Civil Engineering Plan Review
✓ NDPES Compliance Review	✓ Disabled Access Compliance Review
✓ Green Building Plan Review	✓ Building Inspection
✓ Code Enforcement	✓ Permit Counter Support
✓ Building Official	✓ City Engineering
✓ CIP Administration	✓ Civil Engineering
✓ GIS	✓ Construction Management
✓ Traffic Engineering	✓ Value Engineering
✓ Grant Funding/Administration	✓ Public Works Maintenance
✓ Infrastructure Inspection	✓ City Management



- Manage only California city to provide 100% of its municipal services through alternative service delivery providers / **Second most cost-efficient city in Riverside County** based on cost of service per capita
- Since 2011 City incorporation HR Green provides full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering
- Coordinated transition of all services from County to City
- 98% success rate meeting buiding plan review turnaround schedule
- 100% success rate meeting civil plan review turnaround schedule
- 100% success rate achieving on-time building and infrastructure inspections
- Daily permit counter staffing
- Processed grading plans, improvement plans, and maps for 2,000+ new residential units (2,100+ sheets annually: 100% on-time review)
- Review 150+ new planning projects annually
- 2,000+ improvement/encroachment permit inspections annually (100% on-time track record)
- 2,000+ building reviews annually (98% on-time review track record)
- 6,500+ building inspections annually (100% completed on-time)
- 1,500+ building permits issued annually / Issue >60% of permits over the counter
- 1,100+ building permit applications finalized
- 1,100+ code enforcement inspections annually
- 100% compliance providing permit inspections within 24 hours
- Developed Local Implementation Plan and provide NPDES compliance inspection

F. Previous Relevant Projects and References

- Costs in permit processing and inspection fees to applicants due to shorter turnaround times and lower costs – an estimated 20 – 35% reduction
- Less time taken in responding to resident inquires and in processing development applications
- Staffing level flexibility to "right-size" quickly for dynamically changing needs and priorities

Building and Safety Services

City of Orange

Contact: Rick Otto, Interim Community Development Director
714.744.2222
Dates: 2014 – ongoing
Proposed Staff: George Wentz, PE; Reggie Meigs, CBO; Behrouz Azarvand, CASp; James Brogan, NCARB, CASp, CBO; Lonnie Partch

HR Green Services	
✓ Building Plan Review Oversight	✓ Chief Building Official
✓ Building Inspection/Oversight	✓ Code Enforcement Enforcement
✓ Permit Counter Oversight	✓ Organizational Recommendations
✓ Standards & Procedures	✓ Reports and Studies
✓ Code Interpretaton	✓ Permit Database Development

- **HR Green** provides interim Building Official and code interpretation services through the assignment of Reggie Meigs, **CBO**
- Administered Building Safety Division, overseeing building safety plan reviews, public counter services, building inspections, neighborhood preservation, and code compliance operations
- Supervised and trained persons assigned to the building division
- Provided assistance and consultation to the City pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters
- Generated monthly performance and progress report for Building Safety Division
- Assisted in the development of a custom permit tracking program that saved the City money
- HR Green staff inspected residential and commercial buildings for compliance to approved plans and codes

List of Contracts Terminated

HR Green California, Inc. has had no contracts terminated.

G. Proposed Personnel Experience and Resumes

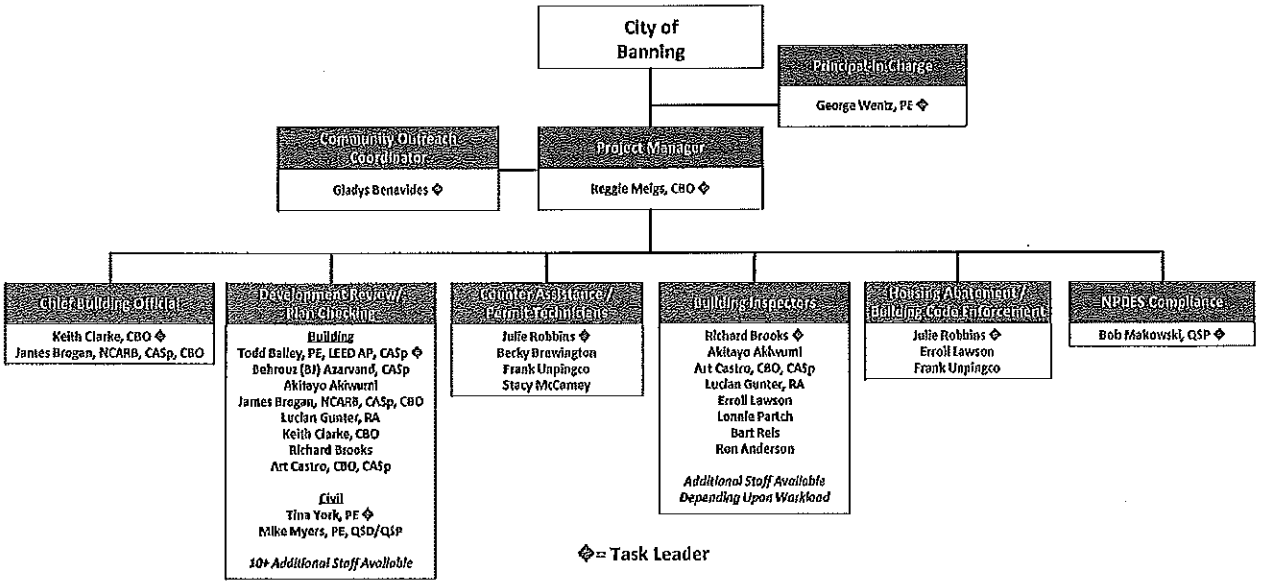
HR Green is proposing a full range of multi-faceted staff members. Our organization chart is listed below with a matrix of staff capabilities and resumes included on the following pages.

Following contract award qualified, proposed on-site personnel will be identified and presented to the City for interview, if desired, and approval. Moreover, should the City so desire, we are open to hiring personnel at the City interested in joining HR Green.

We will provide a staff and resource management plan that is appropriate to the nature of your permit activity, planned activities, and special projects/initiatives. Our proposed staff has successfully done this for other agencies. We will implement a plan that is responsive to your needs, will remain nimble to changing conditions, and match the right mix of staff.

George Wentz, PE, will serve as **Principal-in-Charge.** He brings 40 years of municipal management and building and safety oversight along with expertise in Alternative Service Delivery and Transition Services. He will ensure that all corporate resources are brought to bear for the successful delivery of services. George will assure that the staff and resources are available to serve the City as promised. He will also evaluate our services on a regular basis for quality assurance.

Reggie Meigs, CBO, will serve as our **Project Manager.** Reggie brings 40+ years of building safety experience. He has been managing various building and safety operations for 30+ years in California. Reggie manages complete building safety services for HR Green. He has extensive experience in expert code interpretation, management of building safety and code enforcement operations. He will be the main point of contact to the City for our services. For other assignments he will evaluate the proposed scope of services and the required skill set to perform the work needed.



G. Proposed Personnel Experience and Resumes

Proposed Staff	Years of Experience	On-Site Public Agency Staffing	Capabilities: Building Plan Check	Counter Support	Building Inspection	Building Administration / Official	Code Compliance	Civil Plan Check	Stormwater Compliance	Infrastructure Inspection
Key Personnel										
Reggie Meigs, CBO	41	✓	✓	✓	✓	✓	✓			
George Wentz, PE	40	✓				✓	✓			
Keith Clarke, CBO	36	✓	✓	✓	✓	✓	✓	✓		
Todd Bailey, PE, LEED AP, CASp	20	✓	✓	✓	✓	✓	✓			
Tina York, PE	28	✓		✓				✓		✓
Gladys Benavides	25	✓		✓				✓	✓	✓
Richard Brooks	32	✓	✓	✓	✓	✓	✓			
Julie Robbins	27	✓		✓			✓			
Bob Makowski, QSD	13	✓						✓	✓	✓
Support Staff										
James Brogan, NCARB, CASp, CBO	39	✓	✓			✓	✓			
Behrouz (BJ) Azarvand, CASp	30	✓	✓	✓	✓	✓	✓			
Akitayo Akiwumi	17	✓	✓	✓	✓		✓			
Lucian Gunter, RA	27	✓	✓		✓		✓			
Art Castro, CBO, CASp	27	✓	✓		✓		✓			
Mike Myers, PE, QSD/QSP	32	✓		✓				✓	✓	✓
Becky Brewington	33	✓		✓						
Frank Unpingco	16	✓		✓			✓			
Stacy McCamey	13	✓		✓						
Erroll Lawson	27	✓			✓		✓			
Lonnie Partch	32	✓			✓		✓			
Bart Reis	32	✓			✓		✓			
Ron Anderson	17	✓	✓	✓	✓					

G. Proposed Personnel Experience and Resumes

Reggie Meigs, CBO
Project Manager

Education / Certification
College Coursework, Civil/Electrical Engineering
CABO Registered Building Official CBO #1003
ICC Certified Professional Building Official #5215342-CB

- ✓ 40+ Years Municipal Building and Safety Experience
- ✓ Achieved 98% Track Record Completing Plan Reviews within Schedule, 100% Track Record Completing Next Working Day Building Inspections, and 90% Cost Recovery On Code Enforcement
- ✓ Served on Multiple CALBO Committees

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

A/E Planning and Engineering, County of Orange, CA. Building and Safety Task Leader overseeing building plan review and inspection efforts for planned developments in the county. Currently, focusing services on the Ranch Plan, County's largest development.

Chief Building Official, City of Jurupa Valley, CA. Manages the City's Building and Safety Department overseeing plan review, permit counter assistance, inspection, and code enforcement. Building plan reviews are checked for compliance with building codes and access requirements, as well as any adopted codes to promote sustainability. Reviews include architectural, structural, mechanical, electrical, plumbing, green, and energy. Accessibility Code Enforcement includes managing complaints, investigating potential violations and enforcing the City's codes.

Building Safety Services, County of Los Angeles, CA. District Engineering Associate and Senior Building Engineering Inspector/Office Manager. Trained 100+ building inspectors. Oversaw building inspection services for the Cities of Artesia, Cerritos, and Lancaster.

Chief Building Official, City of Riverside, CA. Managed the City's Building and Safety Division, supervising 21 full-time employees. Developed programs to track permits and inspections as part of the City's program of office automation, which drastically improved efficiency. One major project under his oversight involved overseeing the Building Safety plan review and inspection for the Riverside Municipal Airport expansion (hangers, office space, and other buildings).

Chief Building Official, City of Orange, CA. Managed the Building and Safety Division. Prepared budgets for several sections within the division, managed an in-house staff of 19 employees and oversaw contracts with two plan check firms. Also assisted in the development of a custom permit tracking program that saved the City $20,000.

Chief Building Official, City of Berkeley, CA. Responsible for the City's plan checking, inspections, housing code enforcement and counter administration and supervised a staff of 22 employees. Implemented a "One Stop Permit Center Process" which reduced plan check turnaround time from 8-12 weeks to 1-2 weeks without hiring additional staff.

Chief Building Official, City of San Ramon, CA. Helped expand services (code enforcement), added services at the front counter and incorporated local Fire District and Engineering Department representatives to create a true "One Stop Shop". Assisted the Building Division with streamlining the Building Permit computer system and helped implemented and design new software to assist the code enforcement section in maintaining their case files. Achieved 90% cost recovery on code enforcement.

G. Proposed Personnel Experience and Resumes

George Wentz, PE
Principal-in-Charge

Education / Registration
Master, Public Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #43273

- ✓ 35+ Years Municipal Services Management
- ✓ Principal, 15+ Building & Safety Contracts
- ✓ City Manager and Building Official
- ✓ Facilitate Management of Municipal Operations

George brings 40 years of municipal management experience and currently works for HR Green as the Assistant City Manager for the City of Jurupa Valley. He has overseen the provision of building safety services to more than 10 cities and counties throughout California.

George has directed and administered projects which range from on-call support to full city contract services. His responsibilities have ranged from accountability for day-to-day completion of activities associated with a contract to Principal-in-Charge of particular projects. His managerial experience and high level of success is well documented and recognized by the cities he has served.

He is recognized in the field as having a unique talent in working well with City Councils, boards, commissions, committees, ad-hoc groups, managers and staff to achieve desired agency results. He has focused on the master planning and implementation of high-profile, revenue-producing developments, golf courses, and mixed-use resort communities. Moreover, he has served as a development manager, responsible for identifying specialty designers, contractors, and operators; preparing and maintaining documentation; incorporating applicable procedures and standards into design and construction documentation; coordinating closely with agency, developer, city departmental staff, approving agency, and community stakeholders; facilitating community outreach; and coordinating project management, estimating, constructability, and scheduling efforts.

City Engineering/Management, City of Jurupa Valley, CA. Assistant City Manager responsible for oversight of all operations of the City except finance and legal services. This includes: Planning/**Community Development**, Engineering, Public Works, **Building & Safety, Code Enforcement**, Development Services, IT, E-government, **Inspection**, and **Counter** Services.

Transition Services, City of Jurupa Valley, CA. Principal in Charge. Leader of incorporation activities for newly incorporated City with a population of 95,000.

Transition Services, City of Rancho Santa Margarita, CA. Principal in Charge. Leader of incorporation activities for newly incorporated City with a population of roughly 48,000.

He has served in the following roles and/or completed the following projects:

- City Manager, City of Menifee (oversaw **Building and Safety** services)
- Principal – Various **Building and Safety** consulting assignments for County of Orange, Cities of Chino Hills, Corona, Laguna Hills, Mission Viejo, Laguna Niguel, Orange, and San Clemente
- Public Works Director/City Engineer, City of Rancho Santa Margarita (**oversaw building safety and inspection**)
- Public Works Director/City Engineer, City of Diamond Bar
- Public Works Director/City Engineer, City of Rancho Palos Verdes (**oversaw building safety and inspection**)
- Administrator of Building/Safety Operations and **Building Official**, City of Rancho Palos Verdes
- Project funding and organizational audits to support city services

G. Proposed Personnel Experience and Resumes

Keith Clarke, CBO
Chief Building Official

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Inspection, and Code Enforcement Expertise
- ✓ Extensive Fire Code Experience
- ✓ Building Official, 5+ Cities
- ✓ Recipient of Various Building Safety Awards

Education / Certification
College Coursework
ICBO Certified Building Inspector #10335
ICBO Certified Combination Inspector #11934
ICBO Certified Accessibility Inspector #67514
ICBO Certified Spray Applied Fire Proofing Inspector #76423
AACE Certified Code Enforcement Officer #86534
AACE Certified Housing Enforcement Officer #81040
AACE Certified Zoning Enforcement Officer #78952
IFCI Certified Uniform Fire Code Inspector #60223
IFCI Certified Company Officer Fire Code Inspector # 0126960-69
Orange County Certified Reinforced Concrete Inspector #410
Orange Count Certified Masonry Inspector #410
CABO Certified Building Official #824
National Academy of Code Administration, Certified Professional Code Administrator
State Fire Marshal, Certified Fire Prevention Officer I
ICS 100 Disaster Preparedness
ICS 200 Disaster Preparedness
ICS 300 Disaster Preparedness
ICS 700 Disaster Preparedness
Licensed General Contractor #731001

Keith brings more than 30 years of diverse building and safety experience, serving as Building Official, Plan Checker, Fire Prevention officer, Code Enforcement Officer, and Inspector for various California cities. His career has included serving in the following positions:

- Director of the Community Improvement Department, City of Costa Mesa
- Building Official, City of Costs Mesa
- Building Official, City of Eastvale
- Building Inspector, City of Corona
- Building Official/Director, City of Corona
- Acting Director of Parks and Community Services, City of Corona
- Building Official, City of Norco
- Deputy Building Official, City of Jurupa Valley
- Project Manager, City of La Habra Heights (construction of a new Fire Station)
- Deputy Concrete and Masonry Inspector, Various California Cities

Awards Received:
Building Inspector of the Year, ICC Citrus Belt Chapter
Building Official of the Year, ICC Citrus Belt Chapter
Lifetime Achievement Award, ICC Citrus Belt Chapter
Building Department of the Year, ICC Citrus Belt Chapter
CALBO (California Building Officials) Building Department of the Year
CALBO, Building Official of the Year
CALBO, Hall of Fame Award

G. Proposed Personnel Experience and Resumes

Todd Bailey, PE, LEED AP, CASp
Building Plan Check Task Leader

- ✓ 20 Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Code Enforcement, Inspection Oversight, Permit Counter, and Engineering Expertise
- ✓ Building Plan Review, 30+ Agencies
- ✓ Helped Develop Award-Winning Electronic Plan Review Solutions

Education / Registration / Certification
Master of Business, Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #56425
ICC Certified Plans Examiner (#1042706-60)
LEED Accredited Professional
Certified Accessibility Specialist (CASp-229)

Todd has 20 years of experience in the Architecture/Engineering/ Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided plan review services to 30+ jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access reviews for both residential and commercial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

His experience includes working with Joint Venture Silicon Valley on the Smart Permits project which helped set the foundation for Internet-enabled local governments in the permitting arena in the late 1990s. He also co-developed award-winning electronic plan review solutions which have reduced process costs and the generation of paper waste.

Project Management / Administration
Served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on 13 natural-gas fired power projects and one wind power generation facility having a combined valuation of over $3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects. Through implementation of an electronic plan document submittal process, projects realized an approximate 10 percent cost savings for project applicants. **Since 2010, he has successfully overseen the electronic review and processing of 5,000+ electronic submittal packages comprising 25,000 + documents using a web-based system.**

Electronic Plan Review / Digital Workflow Solutions
Co-developed and successfully implemented electronic workflow initiative to accelerate review and approval of power project design documents for the California Energy Commission (under previous firm). Program featured by Adobe Systems Inc. and received various awards.

Current clients with whom Todd has worked include:

A/E Planning and Engineering, County of Orange, CA. Building Plan Check Engineer for planned developments in the county. Currently, focusing building plan review on the Ranch Plan (Rancho Mission Viejo), County's largest development.

Building and Safety Services, City of Jurupa Valley, CA. Building Plan Check Engineer providing structural, non-structural, Title 24 accessibility, mechanical, electrical, and plumbing plan review services for industrial, commercial, and residential development.

G. Proposed Personnel Experience and Resumes

Tina York, PE

Civil Plan Check Task Leader

- ✓ 25+ Years Civil Plan Review, Engineering, & Inspection
- ✓ Plan Review, 20+ S. CA. Public Agencies
- ✓ Electronic Plan Check Expertise

Education / Registration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #46367

Tina has 25+ years of experience focusing on civil plan review, project management, civil engineering, site grading and drainage design, and review of hydrology and hydraulics studies. She has also performed construction inspection for municipalities. Having overseen plan review services for 20+ agencies, she has customized plan review reports and tracking logs, checklists, and budgetary worksheets for tracking inspection costs. Tina has also managed a web-based plan check tracking system to give agency staff 24/7 project status and implemented electronic plan checking to enhance communication, reduce review times, and save money.

Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA. Project Manager for the plan check review of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan, a 23,000-acre development, composed of 6,000 buildable acres in five initial planning areas.

Plan Review of Land Development Plans, Cities of Rancho Santa Margarita, Mission Viejo, San Clemente, Menifee, Murrieta, Lake Elsinore, CA. Project Manager overseeing map check and plan check of roadway and storm drain improvements, grading plans, and final maps. Plans ranged in size from single parcel commercial developments to multi-family subdivisions.

Engineering Plan Review, City of Ontario, CA. Project Manager for review of grading plans, improvement plans, hydrology/hydraulic studies, sewer and water studies, P-WQMPs and F-WQMPs, and bond estimates on an as-needed basis. Plans range from minor to major residential subdivisions and commercial/industrial sites. Services have also included tracking projects from first submittal to City acceptance via web-based system as well as electronic plan reviewing. **Managed the review of 968 plan sheets from 65% Submittal within three weeks,** review of 35% design submittal for all backbone streets within New Model Colony East (~ 65% of total project), and review of 65% design submittal for 5 of 12 major backbone streets.

Engineering Plan Review, Riverside County Flood Control and Water Conservation District and Riverside County Transportation Department, CA. Principal-in-Charge for review of grading plans, improvement plans, maps, legal descriptions, right-of-way documents, sewer and water studies, hydrology/hydraulic studies, and bond estimates on an as-needed basis. Plans ranged from minor to major residential subdivisions and commercial/industrial sites. Tracked projects from first submittal to agency acceptance via web-based system and used electronic review.

Engineering Plan Review, Cities of La Quinta, Hesperia, Indio, Cathedral City, San Bernardino, Escondido, Carlsbad, San Marcos, Oceanside, Vista; Counties of Riverside, San Diego, and Imperial; . California Energy Commission; and Otay Water District, CA. Plan Reviewer/Project Manager for review of grading plans, improvement plans, sewer and water studies, hydrology/hydraulic studies, and bond estimates on an as-needed basis. Plans range from minor to major residential subdivisions and commercial/industrial sites. Services also include tracking projects from first submittal to agency acceptance via web-based system as well as electronic review.

G. Proposed Personnel Experience and Resumes

Gladys Benavides

Community Outreach Coordinator

Education
Bachelor of Science, Civil Engineering

- ✓ 20+ Years Multi-Faced Civil Engineering and Construction Management
- ✓ Engineering Technician, Various Cities
- ✓ Six (6) On-Site Engineering Assignments Past 10+ Years

Gladys brings 20+ years of multi-faced civil engineering, permitting, and construction management experience. She has served on six on-site engineering assignments over the past 10+ years.

On-Site Engineering, City of Jurupa Valley, CA. Plan check precise grading, rough grading and street improvement plans. Review plans for various encroachment permits for private and utilities projects. Provide technical civil engineering as department policy and procedural information to developers, contractors, engineers, residents and general public over the counter and by telephone. Private development map and plan processing. Issue, check, research, and revise information for required grading, excavation, transportation, encroachment, and other public permits. Investigate field conditions pertaining to right of way. Research, review and prepare release and refunds of bonds and deposits, computations of various fees. Prepare and review staff/engineering reports. Support City Engineer, Public Works Director, and Senior Engineer with any kind of useful data, information needed. Prepare and review invoices for various clients.

On-Site Engineering Technician, City of Rancho Santa Margarita, CA. Assistant to the Engineering and Building Departments. Provided technical civil engineering as department policy and procedural information to developers, consultants, contractors, engineers, residents and general public over the counter and by telephone. Checked and researched information for required transportation, encroachment, grading, landscape and building permits. Researched release of grading, street improvements and landscape bonds or cash deposits and prepared bond and fees letters. In charge of the engineering mylar plans and aperture cards scanning program and GIS (Geographical Information System) project. Project Manager for the Slurry Seal Program in various streets within the City, for various Traffic Signals projects, for the Traffic and Lighting System in various intersections, review signing and striping, street improvement plans for various streets, for the Plano Trabuco Raised Landscaped Medians Project and various projects. Prepared Staff Reports for City Council Meetings; prepared progress payments, notices to proceed, notices of completion, acceptance of improvements and other notices. Prepared the Annual NPDES Report for the City required to submit to the County of Orange.

On-Site Engineering, City of Yorba Linda, CA. Plan checked precise grading, rough grading and street improvement plans. Review plans for various encroachment permits for private and utilities projects. Coordinated construction work and other tasks with developers, engineers, consultants, contractors, outside agencies and other City departments. Provided technical civil engineering as department policy and procedural information to developers, contractors, engineers, residents and general public over the counter and by telephone. Private development map and plan processing. Reviewed submittal/resubmittal requirements for Precise Grading, Rough Grading, Mass Grading, Landscape plan checks and Soils Report is met at the counter. Issued, checked, researched, revised information for required grading, excavation, transportation, encroachment, and other public permits. Investigated field conditions pertaining to right of way. Researched, reviewed and prepared release and refunds of bonds and deposits, computations of various fees. Prepared and reviewed staff/engineering reports. Reviewed specifications and drawings for composition and accuracy to City plans.

On-Site Engineering, Riverside County Flood Control and Water Conservation District, CA. Plan checked and prepared bond fee letters for Storm Drain, Street Improvement, Rough Grading plans designed by various consultants. Provided technical civil engineering information to developers, consultants, and engineers. Plan checked plans to be in compliance with the Riverside County Flood Control and Water Conservation District's Drafting Manual and Hydrology, Hydraulics Standards. Plan checked calculate quantities at the end of the project reviews in order and prepare bond fee letter and check quality control for different tracts, parcel maps, plot plans, master drainage plans, conditional use permits. Tracked in/ out plan checks using different software.

G. Proposed Personnel Experience and Resumes

Richard Brooks, Jr.

Building Inspection Task Leader

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, and Inspection Expertise
- ✓ Developed Curriculum and Taught Building Safety Courses for CALBO

Education / Certification
College Coursework
Plumbing Inspector #28473
Mechanical Inspector #30129
Building Inspector #26997
Special Inspector for Structural Masonry # 23025

Richard has more than 30 years of building safety and engineering experience as a building official and building inspector for cities in southern California. He has taught regularly for the California Building Officials (CALBO) and has developed or helped develop a number of their training courses, including courses on Building Inspection, Plumbing Inspection and Building Department Administration.

Assistant Building Official, City of Jurupa Valley, CA. Assists in managing the City's Building and Safety Department overseeing plan review, permit counter assistance, inspection, and code enforcement. Provides building plan reviews for compliance with building codes and access requirements, as well as any adopted codes to promote sustainability. Also, provides building inspection on a daily basis.

Building Inspector, City of Costa Mesa, CA. Handled on-site field building inspection. Also, provided regular training to City's inspection staff in all disciplines, but primarily accessibility. Inspected tenant improvements and renovations at South Coast Plaza, Segerstrom Center for the Arts as well as all manner of residential improvements.

Assistant Building Official, City of Anaheim, CA. Assisted in managing staff and programs for the Building Division. Supervised, assigned and evaluated work of staff. Generated an inspection staffing justification system using existing City data in its current format and prepared a staffing recommendation report for the Planning Director. Developed improvements to existing plan review tracking system, resulting in more accurate reporting of plan review timeliness (an increase from 50% to 90% on time reviews).

Deputy Director/Building Official, City of Corona, CA. For 25 years assisted in managing staff and programs for the Community Development Department and Building Division. Supervised, assigned and evaluated work of staff duirng period of rapid development. Successfully implemented a custom on-line inspection request and tracking system. Successfully implemented an IVR System that integrated with City's custom on-line inspection system. Managed a CityGate audit of the City's Building Department that resulted in an "Outstanding" rating for the Department. Prepared nomination application, resulting in Building Department recognition by CALBO as "Building Department of the Year." Prepared many of the City's construction standards that are now used county wide. Managed the City's Unreinforced Masonry mitigation program. Designated as the Planning Section Head for the City's Emergency Operations Center.

Various Building and Engineering Assignments, Southern California. Served as Materials Testing Technician, Engineering Assistant, and Building Inspector for both public and private sector projects, including the United States Air Force.

G. Proposed Personnel Experience and Resumes

Julie Robbins

Housing Abatement/Building Code Abatement Task Leader / Permit Counter Assistance Task Leader

- ✓ 25+ Years Code Compliance Experience
- ✓ Code Compliance, 10+ Agencies
- ✓ Previous Code Compliance Experience with Cities Throughout Southern California

Education
College Coursework
Certified in Peace Officer Standard and Training, PC 832, Modules I, II, and III

Julie has more than 25 years of code enforcement experience as a code enforcement officer for cities throughut California. She is proficient in foreclosures, field investigations, computer programs, administrative duties and Code Enforcement tracking systems. She was instrumental in developing the Code Enforcement Education System in place today to train Code Enfocement Oficers throughout the State of Califora in their job functions.

Code Compliance, City of Jurupa Valley, CA. Manages all code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Rancho Santa Margarita, CA. Code Enforcement Officer responsble for tracking foreclosed/vacant properties to enforce property maintenance and relieve blight; conducting field investigations; issuing administrative citations; handling data tracking, computer programs, and all administrative duties associated with code enforcement cases.

Code Compliance, City of Lawndale, CA. Enforced the Municipal Code for the City. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping; Animal Control duties as required; issuance and tracking of parking citations. Worked with financial institutions, property managers and construction companies to rehabilitate and eliminate blight from properties in poreclosure.

Code Compliance, City of Los Alamitos, CA. Enforced the Municipal Code for the City. Performed general planning and counter duties.

Code Compliance, City of Manhattan Beach, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments.

Code Compliance, City of Arcadia, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Code Compliance, City of Downey, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Code Compliance, City of Desert Hot Springs, CA. Participated in implementing a productive program to enforce the Municipal Code, and conducting field inspections and all Administrative support. Helped implement and keep the record keeping and data input for the Code Enforcement cases, making improvements to existing code compliance program.

Other code compliance clients include the Cities of Irvine, Gardena, and County of Los Angeles.

G. Proposed Personnel Experience and Resumes

Bob Makowski, QSP

NPDES Compliance Task Leader

- ✓ 10+ Years Environmental Management
- ✓ Oversees Citywide Environmental Compliance
- ✓ Turnkey Water Quality Expertise

Education / Certification
Peace Officer Standard Training P.C.832
Certified Erosion Sediment Storm Water Inspector #0242, EnviroCert International
Certified Professional in Erosion and Sediment Control #5450, EnviroCert International
Certified Qualified SWPPP Practitioner, CA #24743
Construction Inspection Review, American Public Works Association
CAL EPA Basic Inspector Academy
Storm Water Program Manager Training,-County of Orange
Industrial/Commercial Inspector, County of Orange
Advanced Environmental Crimes, Federal Environmental Protection Agency
NPDES, AQMD and OSHA Trained

NPDES Compliance Program Management, City of Jurupa Valley, CA. Provides NPDES Management services for the newly incorporated City. Oversees the WQMP, WPCP, and SWPPP process from planning to final construction, including conditions of approval, plan check, and BMP inspection.

NPDES Compliance Program Management, City of Placentia, CA. Environmental/Police Services Supervisor responsible for successfully managing the City's Water Quality Program. Spearheaded all City Capital Improvement Projects from inception to completion (established schedules and coordinated methods to meet target deadlines). Effectively performed all site inspections. Implemented continuous improvement strategies that facilitate cost effective solutions, saving the City a significant amount of money (implemented "green" initiatives). Provided effective training and leadership for new hires regarding code enforcement practices and procedures. Developed and coordinated fiscal budget preparation for the Code Enforcement Division and Environmental programs (monitored revenues and expenditures and prepared analysis reports and forecasts)

Water Quality Compliance, Corona, CA. Manager of Environmental Compliance/Land Development Superintendent for Pulte Homes. Effectively performed all site inspections, overseeing all aspects of land development at a 100 acre master planned residential community (Pulte Homes). Successfully minimized risk by overseeing and providing training to field staff in NPDES, AQMD and OSHA procedures

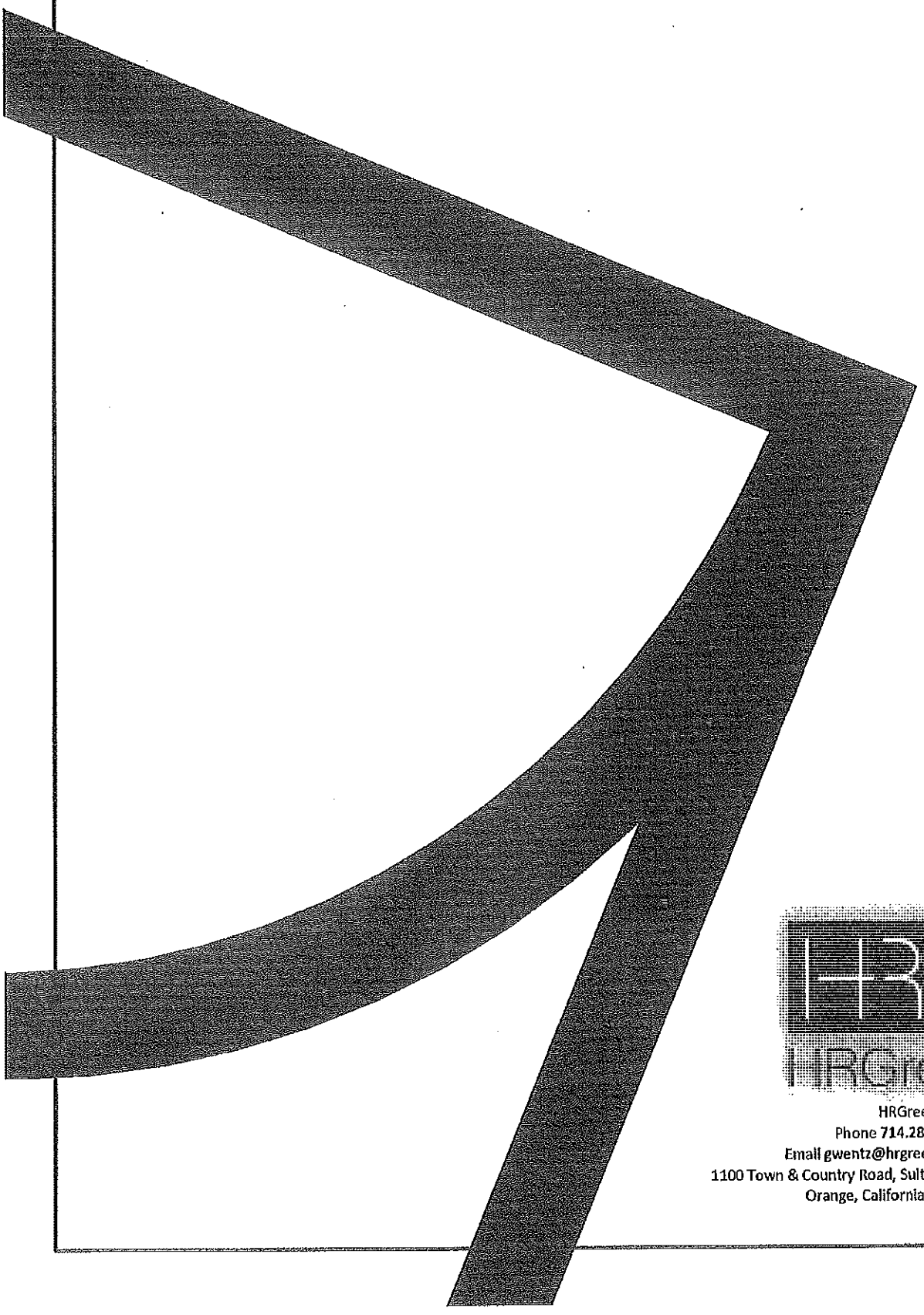
Water Quality Compliance, City of Fontana, CA. Environmental Control Technician responsible for generating and maintaining all reporting requirements of Sanitary Sewer Overflows (for management to review).

G. Proposed Personnel Experience and Resumes

Support Staff	Capabilities / Differentiators
James Brogan, NCARB, CASp, CBO Bachelor of Science, Architecture Architect: CA, #C20778 National Council of Architectural Registration Boards, NCARB # 36,223 CABO-Certified Building Official # 687 ICC-Certified Plans Examiner #92430-60 California Certified Accessibility Specialist, CASp #053 ACE Certified Expert Witness	✓ 35+ Years Municipal Building and Safety Experience ✓ Building Official, Plan Check, ADA, and Expert Witness Expertise ✓ Code Consultant to Los Angeles and Orange County Cities ✓ Senior Plan Check Engineer, City of Irvine (15 years) ✓ Building Official, City of Lake Forest (6 years) ✓ Lead Plans Examiner, City of Orange (7 years)
Behrouz (BJ) Azarvand, CASp Bachelor of Architecture ICC-Certified, Building Plans Examiner CASp- Certified	✓ 30 Years Municipal Building and Safety Experience ✓ Building Official, Plan Check, Inspection, and Permit Counter Support ✓ Proven Customer Service Track Record
Akitayo Akiwumi Masters of Science, Mechanical Engineering Bachelor of Science, Mechanical Engineering ICC Certified Building Plans Examiner #5116944 ICC Certified Building Inspector ICC Certified Plumbing Inspector ATC-20 Certified	✓ 15+ Years Municipal Building and Safety Experience ✓ Building Plan Check and Inspection Expertise ✓ Services to Cities and Counties Throughout California
Lucian Gunter, RA Bachelor of Architecture Registered Architect, CA #22358	✓ 29 Years Municipal Building and Safety Experience ✓ Municipal and University Building Plan Review Expertise ✓ Building Plan Review, City of Lake Forest ✓ Building Plan Review, County of Orange ✓ Building Plan Review and Inspection, University of California, Irvine and San Diego
Art Castro, CBO, CASp Master of Science, Civil Engineering Building Inspector #087909-B5 Building Plans Examiner #087909-B3 Building Code Official #0847909-B6 Building Official #0847909-CB Residential Combination Inspector #87909-R5 Nonresidential Energy Plans Examiner #NR-08-06-1B6308-09-3644 Residential Energy Plans Examiner#08-06-1B63 California Access Specialist Program, CASp #330	✓ Nearly 30 Years Municipal Building and Safety Experience ✓ Building Official, Plan Check, ADA Compliance, and Inspection Expertise ✓ Multi-Faceted Services to Cities and Counties Throughout California (County of Orange; Cities of Jurupa Valley, Claremont, La Puente, Monterey Park, Livermore)
Mike Myers, PE, QSD/QSP Bachelor of Science, Civil Engineering Registered Civil Engineer, CA #30702 Certified QSD and QSP, CA #20362	✓ 30+ Years Municipal Management and Project Management Experience ✓ Extensive On-Site Staff Augmentation Experience ✓ Plan Check for Nearly 15 Cities (Jurupa Valley, Moreno Valley, Rancho Palos Verdes, Palos Verdes Estates, Diamond Bar, Apple Valley, San Dimas, Hidden Hills, Moorpark) ✓ Reviewed Numerous WQMPs/SWPPPs

G. Proposed Personnel Experience and Resumes

Support Staff	Capabilities / Differentiators
Becky Brewington College courses in environmental planning	✓ 30+ Years Engineering, Planning, and Building Safety Support ✓ Counter Technician, Various Agencies (City of Jurupa Valley, County of Riverside)
Frank Unpingco Bachelor of Arts, Corrections PC-832 Certification	✓ 15+ Years Code Enforcement and Construction Experience ✓ On-Site Permitting and Code Enforcement Assignments with Cities of Jurupa Valley and San Ramon
Stacy McCamey Proficiency in Microsoft Suite of Applications Proficiency with Automated Land Management Permitting Software	✓ 5 On-Site Administration Assignments Past 8 Years ✓ Administration Support for Infrastructure and Building Projects Through Project Lifecycle ✓ Plan Check Support, Cities of Jurupa Valley, Lake Forest, Costa Mesa, Yorba Linda, Pomona, Corona, Bell, Menifee, Wildomar, Eastvale, Temecula
Erroll Lawson California Building Official (CBO) Training International Code Council (ICC) Seminars FEMA certification from the Emergency Management Institution ICS-300 State of California OSHA Safety	✓ 25+ Years Building Inspection and Code Compliance Experience ✓ CBO, ICC, and FEMA Training ✓ Extensive Experience with Southern California Cities (La Habra Heights, Jurupa Valley, Corona, Covina)
Lonnie Partch College Coursework OSHPD: Certified Hospital Inspector – Class A #A-20711 NITC Medical Gas Inspector, ASSE 6020 ICC/ICBO/UBC/UPC/UMC Legacy: Combination Building Inspector, Electrical Inspector, Mechanical Inspector, and Plumbing Inspector California Office of Emergency Services: Safety Assessment Program (Evaluator)	✓ 27 Years Municipal Building and Safety Experience ✓ ICC-Certified Inspector ✓ Extensive Experience for Agencies (Cities of Jurupa Valley, Irvine, Orange, and Tustin; County of Orange)
Bart Reis College Coursework ICC-Certified Residential Building Inspector B-1 General Contractor License Rough Framing Certification	✓ 30+ Years Building Inspection and Construction Management Experience ✓ ICC-Certified Inspector ✓ Building Inspection, Cities of Jurupa Valley and Corona
Ron Anderson College Coursework ICC Certified Building Inspector ICC Certified Building Plans Examiner ICC Certified Electrical Inspector ICC Certified Mechanical Inspector ICC Certified Plumbing Inspector	✓ 15+ Years Municipal Building and Safety Experience ✓ Building Plan Check, Inspection, Permitting, and Counter Support Expertise ✓ Services to Cities and Counties Throughout California (Cities of Jurupa Valley, Pittsburg and Vallejo; County of Butte)



HRGreen.com
Phone 714.287.2275
Email gwentz@hrgreen.com
1100 Town & Country Road, Suite 1025
Orange, California 92868

HRGreen

April 30, 2015

Brian Guillot
Acting Community Development Director
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Subject: **Cost Proposal: Building and Safety Services**
Delivering "Best in Class" Services: *Quality, Responsiveness, Reliability, Stewardship*

Dear Brian and Other Selection Committee Members,

HR Green California, Inc. (HR Green) has attached our proposed fee structure (cost proposal and billing rates sheet).

Very truly yours,

George A. Wentz, PE
Principal-in-Charge

Attachment: HR Green California, Inc. Proposed Fee Structure

1100 Town & Country Road, Suite 1025
Orange, CA 92868
Phone: 714.287.2275
E-Mail: gwentz@hrgreen.com

City of Banning
Building and Safety Services

H. Proposed Fee Structure

Based upon our review of your Building and Safety Fee Schedule and other available data, we will negotiate a percentage of fees prior to notice-to-proceed.

Yearly Building & Safety Department Revenue	HR Green Compensation Based on % of Fees Collected
$0 – $100,000	Percentage to be negotiated
$100,001 – $200,000	Percentage to be negotiated
$200,001- $400,000	Percentage to be negotiated
$400,001+	Percentage to be negotiated

This tiered rate schedule will remain in effect for the initial three (3) year term of the contract. We propose to review the rate schedule with the City and negotiate the terms and conditions for the subsequent years (e.g., optional two year extension).

Transition related costs are provided at **NO COST** to the City.

Notes / Assumptions

1. Plan review services will include up to a third review for approval of the plans. Additional reviews beyond three are completed based on using the applicable hourly rates as final negotiated with the City.
2. We propose to negotiate the hourly rates for structural only reviews. We are prepared to utilize a 50% of the City's plan review fees based on your adopted City schedule subject to final negotiations on rates with the City upon selection
3. There is no additional charge for electronic review / digital commenting.
4. There is no additional charge for courier or shipping services.
5. For expedited or fast-track projects, we propose a fee of 125% of the final fees as negotiated with the City.
6. Special inspections requested by an applicant are provided at the hourly rates listed on our Hourly Rate Schedule. Overtime services are provided as specified in the rate schedule. Special inspections assume a 2 hour minimum charge for call-outs.
7. HR Green provides a detailed monthly billing for all services provided. We will work with the City to assure that the invoices are provided in a format acceptable to the City.

HRGreen

City of Banning
Building and Safety Services

H. Proposed Fee Structure

Hourly Rate Schedule

CLASSIFICATION	HOURLY RATE
Principal-in-Charge	$195
Project Manager	$155
Chief Building Official	$135
Community Outreach Coordinator	$ 85
Senior Plan Check Engineer	$150
Plan Check Engineer	$135
Senior Building Inspector	$110
Building Inspector (Combination)	$ 90
Senior Building Plan Checker	$105
Building Plan Checker	$ 95
Housing/Code Enforcement Officer	$ 75
Permit Technician	$ 75
Administrative Assistant	$ 60

Professional Reimbursement:
The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). For overtime all employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours. Subconsultants will be billed at the applicable classification rates listed above + 10%.

Direct Expenses:
Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent (Unless otherwise negotiated with the City) for items such as:

a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
b. Subconsultants and other outside services, if needed.
c. Specific telecommunications and delivery charges.
d. Special fees, insurance, permits, and licenses applicable to the work.
e. Outside computer processing, computation, proprietary programs purchased for the work and other equipment.

Our hourly fees/rates shall remain effective through December 31, 2015 and may be adjusted annually thereafter based on the CPI for Riverside County, or as negotiated and agreed to by the City.

HRGreen

APRIL 30, 2015

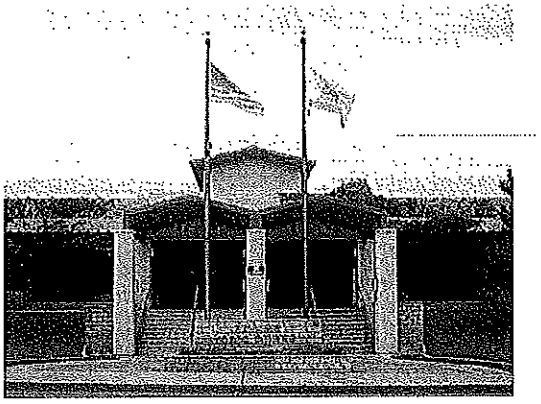
PROPOSAL TO PROVIDE

Building & Safety Services

PREPARED FOR

City of Banning

City of Banning
Brian Guillot, Acting Community Development Director
99 E. Ramsey Street
Banning, CA 92220



BY

Interwest Consulting Group
431 S. Palm Canyon Drive, Suite 200
Palm Springs, CA 92262
760.417.4329 Office
951.616.4925 Mobile
www.interwestgrp.com

INTERWEST CONSULTING GROUP

April 30, 2015

City of Banning
Brian Guillot, Acting Community Development Director
99 E. Ramsey Street
Banning, CA 92220

RE: Proposal to Provide Building & Safety Services for the City of Banning

Dear Brian:

We understand the City of Banning desires to retain a qualified firm to provide full service building and safety services, including building official administration, plan check, development review, inspection, permit technician, front counter coverage, and a part-time Community Coordinator position. Our proposal is crafted and submitted for the purpose of demonstrating our ability to provide all the services required. We are large enough – over 230 employees – to serve all of your building & safety needs, yet small enough to ensure that we maintain focus and are responsive to the needs of Banning. At your direction, we can provide a complete and integrated team to support the City and work seamlessly with existing staff.

Interwest provides an excellent choice to provide building and safety services to the City of Banning for the following reasons:

- ✓ Proposed staff's extensive experience and qualifications
- ✓ Successful experience and track record in providing a wide range of building & safety services for many cities
- ✓ Our know-how and experience in partnering with cities in providing building and safety services

Interwest provides municipal engineering, transportation planning, traffic engineering, building and safety, GIS, real property, facility management and construction management services to public agencies throughout California. Interwest Consulting Group serves public agency clients exclusively—typically in a staff augmentation and program management role. We believe our exclusive commitment to public agency clients is important since it allows us to avoid any real or perceived issues regarding conflicts of interest.

Each of the staff members proposed for this assignment was carefully selected based on our understanding of the scope of the project. **Tim D'Zmura, PE, CBO, AICP** is the Director of Municipal Services for the Southern California area and will serve as Principal In Charge. He is an authorized representative of Interwest Consulting Group with the authority to sign all necessary agreements. **Mr. Chris A. Vogt, P.E.** is the Regional Manager of the Coachella Valley branch of Interwest Consulting Group, and will serve as the Project Representative and the management contact to the City of Banning. Their contact information is as follows:

Tim D'Zmura, PE, CBO, AICP
431 S. Palm Canyon Drive, Suite 200
Palm Springs, CA 92262
760.417.4329 Office
714.625.5840 Mobile
tdzmura@interwestgrp.com

Chris A. Vogt, P.E.
431 S. Palm Canyon Drive, Suite 200
Palm Springs, CA 92262
760.417.4329 Office
951.616.4925 Mobile
cvogt@interwestgrp.com

Interwest Consulting Group has the staff and experience to perform the full range of services required. More importantly, we possess the experience and skills necessary to work with the existing City staff to successfully achieve established goals. We view the keys to serving the City of Banning as follows:

- ✓ Providing all services in a **coordinated, cost effective & transparent** manner
- ✓ Providing **experienced, objective, well seasoned staff** who possess not only the technical know-how, but also the ability to effectively communicate and explain code requirements
- ✓ Providing a **high level of customer service** for internal and external customers
- ✓ Conducting **quality plan reviews that meet or exceed the required turn-around times**
- ✓ Balancing the need to ensure conformance to standards and regulations with the need for **predictability, uniformity, and efficiency**

We appreciate the opportunity to present our proposal for your review and consideration. We are available to meet with you to discuss our proposal and approach in more detail at your convenience. Please call if you have any questions or would like additional information.

Sincerely,

Tim D'Zmura, PE, CBO, AICP
Director of Municipal Services

Chris A. Vogt, PE
Coachella Valley Regional Manager

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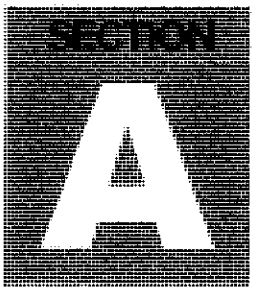
Appendix
Resumes



Summary Sheet

Name of Firm:	**Interwest Consulting Group**
Number of Years in Existence:	**13**
Principal In-Charge:	**Tim D'Zmura, PE, CBO, AICP**
Principal Title:	**Director of Municipal Services**
Principal Address:	**15061 Springdale Street, Suite 205 Huntington Beach, CA 92649**
Principal Office Telephone No:	**(714) 899-9039**
Management Contact:	**Chris A. Vogt, PE**
Title:	**Coachella Valley Regional Manager**
Regional Office Address:	**431 S Palm Canyon Drive, Palm Springs, CA 92262**
Regional Office Telephone No:	**(760) 417-4329**
Types of Services Proposed:	**Building Official Services, Building Plan Checks, Building Inspections, Grading Plan Checks, Grading Inspections, Permit Technician Services, Front Counter Coverage, Community Outreach Coordinator (on an "as-needed" basis).**

SECTION

B Allocation of Resources

GENERAL INFORMATION

The seamless integration of municipal service professionals in support of public agencies has been our purpose since Interwest Consulting Group formed in 2002. Interwest was founded by individuals with a passion for serving municipalities. We currently employ approximately 230 employees spanning a multitude of disciplines within city engineering, public works, and building and safety departments throughout California. We currently serve over 200 cities, counties and state agencies, including the municipalities of Pomona, Lake Forest, Eastvale, Wildomar, and Bell, just to name a few.

We provide the following services to cities/counties:

- ✓ Construction Management & Inspection
- ✓ Building and Safety
- ✓ City Engineering
- ✓ Capital Improvement Plan/Map Review and Entitlement
- ✓ Geographic Information System (GIS)
- ✓ Information Technology
- ✓ Real Property Acquisition
- ✓ Traffic Engineering & Transportation Planning
- ✓ Transportation Program Management & Funding

Our staff has held senior and executive management positions within numerous California cities including the titles of City Engineer, Public Works Director, Building Official, Traffic Engineer and other well-seasoned management personnel. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

Collectively, our professionals have programmed and delivered projects, and developed and implemented innovative programs and public policies recognized by the American Public Works Association, California Transportation Foundation, Solid Waste Association of North America, State of California Office of Traffic Safety, American Planning Association, and awarded with the Leadership in Energy and Environmental Design (LEED) Award. We furnish both technical excellence and a thorough understanding of the regulatory process to assist our clients through the sometimes daunting complexities associated with the delivery of projects, implementation of important public programs, and adoption of significant public policy.

AFFILIATIONS

Education and certification are at the very core of our company. We support and encourage staff to participate in and contribute to the many associations important to the industry knowing that technical excellence and proficiency is vital to public service. Attending specialized training classes, seminars and industry-related conferences is part of our dedication to the industry. Many of our staff holds or have held key positions within the groups listed below:

- ✓ League of California Cities
- ✓ California Association of Building Officials
- ✓ County Building Officials of California
- ✓ ICC Chapters of: Los Angeles Basin, Cochella, Orange Empire, Foothill, East Bay, Peninsula, Sacramento Valley, Shasta Cascade
- ✓ SEAOSC
- ✓ American Public Works Association
- ✓ International Code Council
- ✓ Institute of Transportation Engineers
- ✓ California Water Environment Association
- ✓ California Stormwater Quality Association
- ✓ City Engineer's Association of Orange County

ADDITIONAL RESOURCE LOCATIONS

SOUTHERN CALIFORNIA
15061 Springdale Street
Suite 205
Huntington Beach, CA 92649
714.899.9039 Office

9519 Chamberlain Street
Ventura, CA 93004
805.659.0017 Office

431 S. Palm Canyon Drive,
Suite 206
Palm Springs, CA 92262
760.417.4329 Office

CENTRAL CALIFORNIA
7491 N. Remington Avenue
Suite 103
Fresno, CA 93711
559.448.9839 Office

NORTHERN CALIFORNIA
8150 Sierra College Boulevard
Suite 100
Roseville, CA 95661
916.781.6600 Office

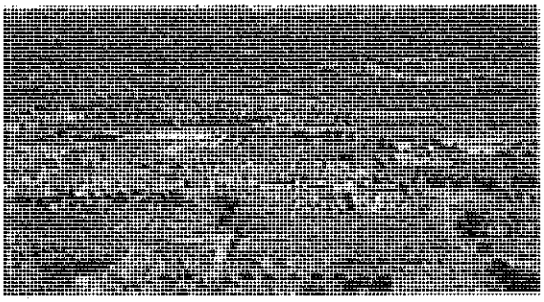
9300 West Stockton Boulevard
Suite 105
Elk Grove, CA 95758
916.683.3340 Office

6280 W. Las Positas Boulevard
Suite 220
Pleasanton, CA 94588
925.462.1114 Office

COLORADO
1218 W. Ash Street
Suite C
Windsor, CO 80550
970.674.3300 Office

1505 Patton Drive
Boulder, CO 80303
303.444.0524 Office

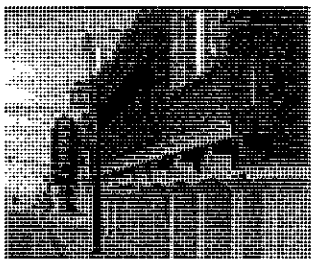
NEVADA
4815 W. Russell Road
Suite 11K
Las Vegas, NV 89118
702.476.2200 Office



COMPARABLE CONTRACTS

CLIENT	SCOPE OF WORK
City of Bell	Building Official, Plan Review & Inspection
City of Big Bear Lake	Plan Review & Inspection
City of Coachella	Building Official, Plan Review & Inspection
City of Costa Mesa	Plan Review & Inspection
City of Covina	Plan Review & Inspection
City of Eastvale	Building Official, Plan Review, Inspection & Permit Technician
City of Hemet	Plan Review & Inspection
City of Irvine	Plan Review & Inspection
City of Lake Forest	Building Official, Plan Review, Inspection & Permit Technician
City of Murrieta	Building Official, Plan Review & Inspection
City of Newport Beach	Plan Review & Inspection
City of Paso Robles	Plan Review
City of Pomona	Building Official, Plan Review, Inspection & Permit Technician
City of San Marcos	Inspection
City of Temecula	Inspection
City of Tustin	Plan Review & Inspection
City of Upland	Building Official, Plan Review & Inspection
City of Vernon	Plan Review & Inspection
City of Wildomar	Building Official, Plan Review, Inspection & Permit Technician
City of Yorba Linda	Plan Review & Inspection
Los Angeles County	Plan Review, Inspection & Permit Technician
Mono County	Plan Review

INTERWEST ADVANTAGE



Today's construction environment has placed increased demands on city staffing resources. Interwest can help alleviate or minimize this staffing resource burden and at the same time provide a high level of customer service in a cost-effective manner and possess the ability to adjust service levels when economic recovery takes place. Interwest fully understands these demands, has experience in successfully providing building and safety services under these conditions, and is committed to working for you and the residents of the City. You'll find our people love what they do and will readily assist with solutions and recommendations that have been proven, time-tested and are specific to your needs.

We propose to provide the City the following fundamental elements:

- ✓ **Customer service.** One of the keys to the success of your department is providing your customers (residents, architects, engineers, contractors) with excellent service. We are committed to providing the City a level of service to you and your constituents that will meet or exceed your expectations.

- ✓ **Budget-conscious approach and implementation.** Our services are provided in a cost-effective manner and will be adjusted to remain within the City's budget constraints. We will monitor and evaluate our areas of responsibility and make recommendations for additional cost savings to the City where possible.

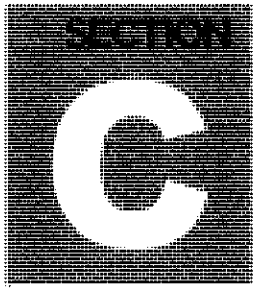
- ✓ **Tailored, City-specific services.** We deliver skilled and thorough plan review services for assurance of compliance with all Federal, State, County, and City adopted codes and ordinances. The City can expect a high-level of technical assistance to architects, engineers, contractors and most importantly the homeowner. Our staff of experienced engineers, architects and inspectors posses the ability provide code assistance through the plan checking process to help your design community cost effective projects that meet all California Building Code criteria.

- ✓ **Timely turnaround service.** We work with you to develop the most responsive schedule to meet the time constraints placed on your design community. Interwest Consulting Group will meet or exceed our proposed turnaround times.

- ✓ **Effective Coordination with other City Departments.** Our people are trained in promoting collaboration and cooperation with other department and agencies. Effective communication is a key component and we have multiple communication solutions available which will be flexible to the unique needs of the City.

- ✓ **A wealth of code knowledge and building industry experience.** Our staff is licensed and state certified at the highest level of industry standards. We are familiar with the latest in procedures including, ADA accessibility, CASp requirements, CalGreen, LEED and Energy and Residential/Commercial Fire Sprinklers.

- ✓ **Ability to adjust service levels to meet your needs.** We can quickly fine-tune staff or staffing levels to match changes in activity to ensure a high level of customer service is maintained. We have picked staff uniquely qualified and experienced to deliver the exact services requested. In addition, we are skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel.



Scope of Services

We understand the City desires to retain a qualified firm to provide turn key Building & Safety services. Our proposal is being submitted to provide all of the services requested which include:

- Chief Building Official Administrative Services
- Building & Safety Services
  - Plan Check
  - Inspection
  - Permit Technician
- Additional Programs

Services will be provided as needed in a coordinated fashion with existing city staff. All services will maintain a high level of customer service to the community, support the efficiency within the department and provide quick plan check turn around times. We are confident we can assist the City in reaching these goals!

The staff proposed for the City of Banning is fully trained to provide all of the required duties. Training is ongoing to ensure that all staff remains current with codes, policies, and procedures to efficiently and effectively complete their assigned duties. Interwest Consulting Group has staff that is Certified Access Specialist (CASp). We will assist the City in any ISO audits that arise during the contract term.

Also, as part of this contract, we will furnish two copies of the latest adopted building code, including one copy to the City Clerk for the official City record and to keep those materials up to date. We are aware that Section 15.12.010 of the municipal code states that no building permit fees are required for city owned buildings.

All City full-time staff that are proposed for this contract are customer/service oriented, and have experience with successfully managing multiple tasks, assignments and responsibilities. The proposed staff will be available to respond to emergency situations, during business and non-business hours.

As part of this proposal, the proposed staff will utilize the City-provided scanner to scan copies of every plan in the catalog and attach the scanned files to the appropriate parcel in the land management software. This process will be completed during the first two years of the contract. In addition, we will obtain electronic copies of "As-Built" plans at the completion of each project and attach the electronic files to the parcel in accordance with the City's records retention policy.

As required in the RFP, Interwest is proposing the part time services of a Community Outreach Coordinator to work with residents and businesses with the purpose of resolving in advance the filing of any code enforcement action. The staff proposed for this program will have excellent customer service skills along and experience related to building and safety, landscaping, water quality, and other typical code enforcement regulations. This service is proposed from 4 – 20 hours per week depending on the needs of the City.

Interwest has a proven track record providing Building & Safety to jurisdictions throughout the State of California under the same arrangement. Interwest has the experience and is proposing to provide all the services required. Interwest is prepared to immediately start work for the City providing Building and Safety services. The proposed team is comprised of highly experienced, customer-service oriented professionals who have successfully served our client jurisdictions.

TRANSITION SERVICES

Our staff is immediately available to begin providing the "turn-Key" Building and Safety Division Services to the City of Banning. We will work with the existing consultant and the Acting Community Development Director to identify and evaluate the status of all projects and mutually agree on the responsibilities to ensure all projects are maintained and completed. We have significant experience in the successful transition of services from other consultants and from public entities. Our most notable and successful transitions include projects for the following cities – Bell, Lake Forest, Eastvale, Wildomar and Pomona.

One of the keys to a successful transition is implementing and adhering to a methodical process similar to one used when a key manager leaves an organization. Below is a checklist similar to one that will be developed for the transition of Building and Safety services in Banning.

TRANSITION PLAN CHECKLIST		
✓	***Systems to Update:***	▪ Computer logons ▪ City email accounts
✓	***Routine Internal Meetings:***	▪ Staff meetings ▪ Department meetings ▪ Daily, weekly, monthly meetings
✓	***Routine External Meetings:***	▪ Resident Communications ▪ Developers Communications
✓	***Project Management:***	▪ Status of current projects ▪ Completion % vs. payment status of projects ▪ Location of ALL project files (have ALL files been transferred from existing consultant to City)? ▪ Monitoring performance of current projects ▪ New projects
✓	***Significant Open Issues:***	▪ Resident concern areas ▪ Staff concern areas ▪ City Council concern areas ▪ Development Community concern areas
✓	***Other Areas:***	▪ Strategic planning ▪ Future funding/budgets of projects ▪ Action item lists
✓	***Review:***	▪ Outgoing consultant review ▪ Acting Community Development Director review and approval ▪ City Manager review and approval

Our role and mission is to provide the following:

- ✓ A customer service minded Building Official who will be available and responsive to the City's needs.
- ✓ A team of professionals with high-level experience, training, and skills in successful management of building department services, staff with a customer service focus and thorough knowledge of building department policies and procedures, and promoting cooperation and partnership with other City departments and outside agencies.
- ✓ Licensed Plan Review Engineers and/or ICC certified Plans Examiners for thorough and timely plan reviews to ensure compliance to all Building Laws of the City and State.
- ✓ Certified Building Inspector(s) with broad experience in jurisdictional procedures and the highest commitment to customer service.
- ✓ Provide services in a cost-effective manner that remains within the City's budget constraints.
- ✓ Front counter support (City Hall) –During current City Hall hours from 7:00 a.m. to 6:00 p.m., Monday through Thursday or 8:00 a.m. to 5:00 p.m., Monday through Friday if the City amends the regular office hours in the future.
- ✓ Building permits processing –During current City Hall hours from 7:00 a.m. to 6:00 p.m., Monday through Thursday or 8:00 a.m. to 5:00 p.m., Monday through Friday if the City amends the regular office hours in the future.
- ✓ Building inspection – Monday through Friday, 7:30 a.m. to 5:00 p.m.
- ✓ Plan checking services including codes (UBC, UPC, UEC, City Municipal Code, etc), accessibility, grading, private infrastructure, BMP's, buildings, electrical, mechanical, plumbing work, and site flat work.
- ✓ Building inspection services to ensure compliance with all building codes (UBC, UPC, UEC, City Municipal Code, etc), accessibility, grading, erosion control, private infrastructure, BMPs, buildings, electrical, plumbing, mechanical, and on-site flat work.
- ✓ Handle resident inquiries, resolve complaints.
- ✓ Process public records requests.
- ✓ Review and update the Building/Safety Procedures Manual.
- ✓ Complete the permit issuance annual update reports to outside agencies.
- ✓ Coordinate the construction and demolition debris recycling.
- ✓ Building Code abatement administration and inspection including the lien process.
- ✓ Preparation and participation in the inter-departmental pre-development review process.
- ✓ The preparation of statistical reports.
- ✓ Maintain records and prepare documents for storage and/or Imaging.

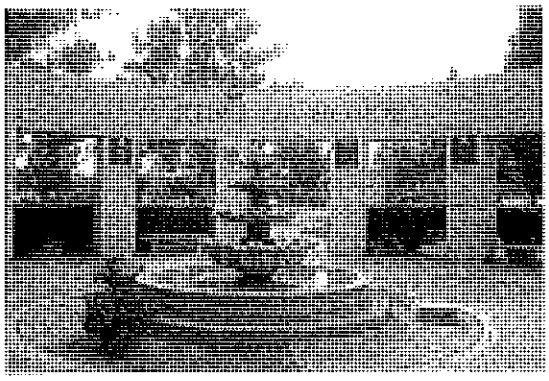
CHIEF BUILDING OFFICIAL ADMINISTRATION SERVICES

Interwest proposes **Tom Hartung, CBO** as the Transition Manager. Tom will work with the existing consultant and City staff to determine the status of all ongoing projects and reviews. He will then develop the Building and Safety Divisions operating procedures and functions to create a team transition that is as seamless as possible.

Interwest proposes **Brian Gumpert, CBO** as the Building Official. Brian will direct available resources toward successfully completing required tasks and ensuring that building services are fully maintained. Brian is an experienced ICC certified Building Official and holds additional professional registrations and certifications. Brian will also assist with inspections and plan reviews while assigned to the City thereby providing continuity of services.

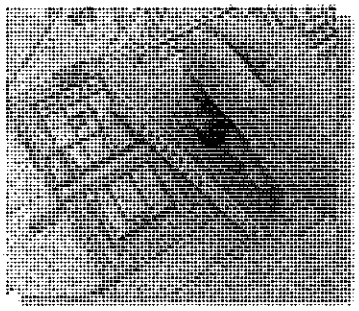
We have reviewed and are very familiar with the specific services to be performed by the building official including, but not limited to the following:

- ✓ Serve as the City's Building Official, on-site, as directed and to be available outside of regular work hours should an emergency or disaster occur.
- ✓ Prepare updates to the City's Building Codes, (as-needed and required by state law).
- ✓ Respond directly to Building-related inquires from applicants, residents, and businesses, as well as from City Staff and outside agencies. Assure resolution to resident inquiros and complaints.
- ✓ Review and update the procedure for responding to building and nuisance-related complaints.
- ✓ Provide recommendations for improvements to plan check routing, tracking system, inspection procedures and improvements/modifications to expired permit procedures as appropriate.
- ✓ Prepare Conditions of Approval. Review standard conditions of approval and update, as needed.
- ✓ Ensure that inspections and plan review services function efficiently and occur according to approved schedule, analyze and recommend modifications as-needed.
- ✓ Review and provide Building-related input on Planning applications, including site plans and discretionary applications upon referral
- ✓ Attend Planning Commission and City Council meeting (as needed) to address Building Code requirements or provide specific information pertaining to Building Code Requirements.
- ✓ Prepare monthly status reports of building and safety activities (to include plan check and permit totals, fees, valuation, and inspections) and annual reporting to the Acting Community Development Director.
- ✓ Review and provide input on user fee updates, as needed and as requested by director.
- ✓ Provide assistance on other matters as requested.
- ✓ Provide quality control review of plan checks and inspections.
- ✓ Provide Building Official Administration including but not limited to the processing of complex building code issues and dispute resolution.
- ✓ Contribute the necessary resources to the configuration, implementation and on-going support of an automated permitting system.
- ✓ Review discretionary applications for compliance with all applicable codes (UBC, UPC, UEC, ADA, and the City Municipal Code).
- ✓ Coordinate with Code Enforcement regarding an aggressive abatement program.
- ✓ Review and update the Building/Safety Procedures Manual.



- ✓ Complete the monthly reporting of Building and Safety Activities as well as reports required for fee collection and other reports required by the State of California or other government agencies.
- ✓ Complete and process Planning Commission and City Council staff reports as they relate to Building and Safety issues.
- ✓ Attendance at Planning Commission and City Council meetings as needed.
- ✓ Provide emergency and after hours inspection and reports of damaged properties or structures.

PLAN CHECK SERVICES



Today's fast-paced marketplace demands projects flow quickly and smoothly through the regulatory approval process. We fully understand this critical component. You'll find our people are ready to assist with solutions and recommendations that are specific to your needs.

Plan Check Services include the following elements:

- ✓ Plan review of residential, commercial and industrial buildings and structures for compliance with the adopted version of the California Building Code, Mechanical, Plumbing, Electrical, CASp, Title24, Americans with Disabilities Act, LEED, Green Building, Fire, and all other state mandated ordinances and codes.
- ✓ Our staff will conduct accelerated plan review on as as-needed basis as requested by the City.
- ✓ We have several staff members who are CASp certified and who will be made available as needed.
- ✓ We will maintain records related to all plans, calculation and documents received. We will provide, in the City's approved format, a complete list of plan check comments referring to appropriate sheets, details or calculations pages and the code section of concern. Plan review lists shall bear the stamp and signature of a licensed engineer when required.
- ✓ A designated staff member will be available during counter hours and all phone calls will be returned the same day.
- ✓ Plan checker will also be available during work hours to discuss and clarify plan check issues with designers, owners and contractors. Resolution of code issues may be by telephone, or meetings prior to resubmitting corrected plans and documents.
- ✓ Plan checker will attend all required meetings as directed by the City.
- ✓ We will submit accurate and timely reporting on the activities to the City in the format approved by the City.
- ✓ All plans will be picked up within 24 hours upon notification and delivered back to the city at no cost to the City.
- ✓ Maintain a high level of customer service to the community.

Code Interpretations

Code interpretations are subject to final review and approval by the Building Official and/or City designated staff. Interwest Consulting Group's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official make an informed decision. All plan review comments are subject to review and approval by the Building Official.

Communicating Plan Check Results

Plan reviews will consist of written comments and redlined plans (1 copy). Comments and redlined plans or approval/denial letter and 1 set of plans will be returned to the City after each review is completed.

Specifically, plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest Consulting Group will provide a clear, concise, and thorough document (i.e., comment list) from which clients, designers, contractors, and owners can work. Comment lists are delivered to our clients and other designated recipients (e.g., designers, contractors, owners) via email, FAX, and/or reliable overland carrier. If requested, Interwest Consulting Group will transmit plan review comments and coordinate re-checks directly to the applicant as required and completed plan review documents ready for approval will be returned to the City for final approval.

Service	Time frame for Delivery
Major plan check	14 calendar days
Subsequent plan checks	7 calendar days
Minor plan checks and single story homeowner additions	3 days if submitted into plan check or over the counter during a designated time period each day
Grading plan check	14 calendar days (if required, presently the Public Works Department reviews grading)
Subsequent grading plan checks	7 calendar days

On-Site Consultant Services & Meeting Attendance

Interwest Consulting Group has a full-time staff of experienced plan reviewers and licensed architects, structural and civil engineers available to perform on-site plan review. We understand the City may require the services of an onsite plan reviewer from time to time.

In addition, staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of the plan review service.

Electronic Plan Check Services

Interwest Consulting Group currently provides electronic plan review services for multiple jurisdictions throughout California and we are prepared to provide electronic plan check for the City of Banning.

More and more jurisdictions are seeing the benefits of electronic permit and plan check, especially for large, complex projects. Electronic plan check services delivers many benefits to cities, including substantially improved turnaround times; instantaneous comments to the developer, applicant or architect; secured accessibility to documents; and reduced paper storage. Our staff is experienced in providing electronic plan review and can work closely with the City on any electronic plan check software program that is utilized. Our goal is always to collaborate with and support the City by providing thorough, accurate and timely plan reviews.

We have found the jurisdictions with whom we work, including their respective customers, have a wide range of needs and goals regarding electronic plan review and permitting services. We have worked with some clients to develop electronic plan review systems utilizing several open market software applications and hosting sites available. Recently, Interwest's IT staff established a comprehensive electronic permitting and plan review system for the City of Elk Grove utilizing commercially available software that is not proprietary to Interwest or any other service provider. For cities that do not utilize electronic plan check or perhaps have primarily light commercial and residential development, we have a simple-to-use and secure FTP site that allows the Applicant to upload digital content directly to our staff.

Plan Check Tracking Method & Billing Process

Our staff has experience working with most project tracking databases utilized by building departments. Our staff will update electronic records and make project related database entries as directed by the City.

We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.

Interwest Consulting Group uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan check cycle and completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed.

We can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required.

Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan check in progress. We maintain active email accounts and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

Special Projects

Interwest Consulting Group is able to accommodate special project plan check needs such as fast-track, multi-phased, or accelerated plan checks. We establish project specific turn-around goals and procedures with jurisdiction staff for these types of projects based on the complexity of the projects as well as the construction schedule.

Interwest Consulting Group's staff of engineers and plans examiners will work with the City as well as with applicants and designers to resolve all plan check issues. Our staff will deal directly with applicants and their designers during the plan check process to resolve all issues. Interwest Consulting Group will furnish assigned personnel with all materials, resources and training necessary to conduct plan checks, including a current copy of the applicable City amendments, policies, procedures and forms.

Technical Capabilities

The Interwest staff members selected for this project possess significant technical capabilities in all of the requested areas of plan check competence.

Architectural

Interwest Consulting Group's non-structural plans examiners furnish plan check services for a vast array of projects including large commercial, institutional, industrial, retail, OSHPD 3 medical office buildings, and residential projects. Completed plan check projects range from single-story residential projects to complex high rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current additions of the following model codes:

- ✓ NFPA Codes & Standards
- ✓ ANSI Standards
- ✓ International Building Code (IBC)
- ✓ California Code of Regulations, Title 24, Parts 1 through 6 and 9.

Structural

Our structural engineers have experience designing and reviewing projects with virtually all building materials including:

- ✓ Wood
- ✓ Concrete
- ✓ Masonry
- ✓ Steel

Our engineers have designed or reviewed a wide array of structural systems including:

- ✓ FEMA Comliant Steel Moment Frames
- ✓ Eccentric Braced Frames
- ✓ Concentric Braced Frames
- ✓ Concrete Moment Frames
- ✓ Wood Shearwall Systems
- ✓ Masonry Shearwall Systems
- ✓ Concrete Shearwall Systems
- ✓ Cantilevered Column Systems
- ✓ Pre-Stressed/Post-Tensioned Concrete
- ✓ Buckling Restrained Braced Frames Energy Dissipation Systems

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- ✓ International Building Code (IBC)
- ✓ ASCE 7-05
- ✓ NEHRP
- ✓ AISC 341 & 360
- ✓ ACI
- ✓ FEMA 350, 351, 353
- ✓ ANSI/AF & PA NDS
- ✓ Title 24, Part 2, Volume 2, California Code of Regulations (CCR)

Electrical, Plumbing & Mechanical

Interwest staff is well versed in the California Mechanical, California Plumbing and the California Electrical codes. We review submitted design documents to ensure compliance with the City codes. We have made the transition to the newly-adopted codes and currently review for those codes as required. All staff is licensed and/or certified in the State of California as well as personnel who hold multiple licenses across many states. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- ✓ California Building Code
- ✓ California Plumbing Code
- ✓ California Mechanical Code
- ✓ California Electrical Code

Jurisdiction-Adopted Amendments or Ordinances Other review services are provided based on current editions of local or national standards such as:

- ✓ International Building Code
- ✓ International Residential Code
- ✓ International Mechanical Code
- ✓ International Plumbing Code
- ✓ NFPA Standards 13 (automatic fire sprinkler system
- ✓ NFPA Standards 14 (standpipes)
- ✓ NFPA Standards 20 (fire pumps)
- ✓ NFPA Standards 99 (medical gases, etc.)
- ✓ NFPA 101 Life Safety Code
- ✓ REMA & NEHRP Requirements for Existing Bldgs.

T24 Energy

Our engineers and plan checkers are up to date on all California Energy requirements as they relate to both new and remodel construction on large commercial projects to small residential additions.

Green Building Standards

Our staff is familiar with the incorporation of CalGreen building concepts into project designs and its potential impact from the building code. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few. We have also reviewed "straw bale" constructed homes.

LEED

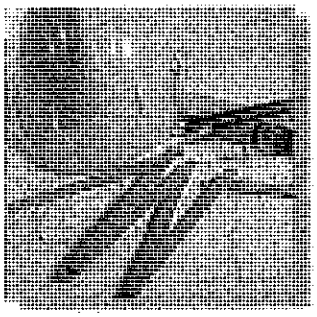
Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations and maintenance solutions. LEED certification consists of a number of different rating systems that apply to many building types—commercial as well as residential and measures how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts. Whether your jurisdiction projects are new construction or renovation, energy efficient roofing, water run-off management and renewable energy are all important points to consider, Interwest Consulting Group helps make it easy.

CASp

Interwest Consulting Group has CASp certified individuals on staff knowledgeable of state and federal accessibility laws and regulations and possesses the expertise necessary to promote access to facilities for persons with disabilities. In accordance with newly-formed rules and regulations we will supply a CASp certified professional to review all plans for accessibility and will comply with regulations to provide a sufficient number of building inspectors who are CASp.

We offer support to municipalities for compliance enforcement and/or developing a transition plan, and successfully partner with the disabled community to address the needs and requirements for both entities. We can assist municipal departments, government agencies and local communities to explain various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code/law 'interpretation,' hardship and code/law changes.

BUILDING INSPECTION SERVICES



Interwest tailors inspection services to the particular needs of each client with special attention to providing competent, consistent service at all levels—at all times. We handpick our candidates and identify skill levels required to best match the City's inspection goals and philosophy. All Interwest Inspectors are ICC certified. Building Inspection field hours will be as needed during normal City working hours.

Interwest staff has performed inspection services on a wide variety of construction projects including custom homes, large residential developments, and commercial, institutional and essential service buildings. We provide valuable experience gained through successful work with government clients throughout California. This clear understanding of the construction process enables our people to quickly identify and resolve problems both in the office and in the field.

Assigned staff will perform continuous or periodic construction inspections to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building codes. Many of our inspector candidates can provide dual plan check and inspector services for our clients. When necessary for large or fast-track projects, multiple inspectors are available.

The Building Official will provide the inspectors with interpretations of local ordinances, local preferences, alternate materials and exceptions/alternates to the model codes. The inspectors will report directly to the Building Official or other person designated for all project-related work. Items, if any, which cannot be resolved between the project inspectors and contractors, will be forwarded to the Building Official for final resolution.

Inspection personnel assigned will be able to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, the public and general staff. Inspectors will posses knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building standards.

Services include, but are not limited to:

- ✓ Building & Grading Inspections will be performed the following working day if request is received before 2 PM
- ✓ Perform all necessary building inspections in a timely and courteous manner.
- ✓ Resolve code interpretation issues in the field.
- ✓ Enforce compliance with the conditions of approval, provisions of your jurisdiction's ordinances and the code requirements set forth on the plans for which a permit was issued.
- ✓ Observe each project at the completion of the various stages of construction for compliance with the appropriate building code; state disabled access and energy regulations.
- ✓ Identify issues of non-compliance with applicable building codes.
- ✓ Ensure that adequate records are maintained for all building inspection activities.
- ✓ Administrative duties including but not limited to scheduling of inspections and record keeping.
- ✓ Coordinate with the Code Enforcement Officer on building code violations.
- ✓ Coordinate with Public Works Inspectors on matters involving public water, sewer, storm drainage and street improvements.

Integration with City Staff and Departments

As municipal consultants to many jurisdictions, Interwest staff is highly adaptive to all processes and procedures and quickly and seamlessly assimilates to your specialized requirements. All personnel are cross-trained in municipal operations to successfully bridge across departments and are accustomed to partnering, assisting, and coordinating with Planning, Public Works, Code Enforcement and other vital City staff and departments.

Inspection Schedule

Interwest Consulting Group inspectors are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to City requirements. Inspectors will provide inspections for all inspection requests received. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed; nights, weekends and holidays. Many of our inspectors are also available to serve at the public counter when needed. As required in the Request for Proposal, inspection requests received before 2:00pm will be inspected the following working day. This applies to building and grading inspections.

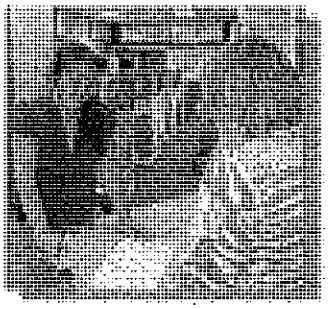
Tools & Equipment

Interwest Consulting Group provides all vehicles, fuel maintenance, and other equipment necessary for inspectors to carry out duties.

COMMUNITY OUTREACH COORDINATOR SERVICES

Interwest understands that the City desires to take a proactive approach in regards to emerging code enforcement issues and to that end is looking for a Community Outreach Coordinator. Our professional will work with residents and businesses, providing excellent customer service and resolving issues before any code enforcement action is required. As a full service company, many of our employees have worked in several aspects of the industry and thus have broad experience in several facets of building and safety, landscaping, water quality, and other typical code enforcement regulations. We anticipate the need to keep this employee's schedule flexible as the City's needs determine, working between 4 to 20 hours per week to start.

PERMIT TECHNICIAN SERVICES



Interwest will provide front counter support service and building permit processing at City Hall from 7:00 a.m. to 6:00 p.m. Monday through Thursday or 8:00 a.m. to 5:00 p.m. Monday through Friday as the City directs to answer questions and help the general public with all Building & Safety related inquires.

Interwest will furnish exceptionally qualified personnel as required for the City's front counter. All staff operates as an extension of the City's team, understands the importance of exemplary customer service, are knowledgeable on the inner-workings of building departments, and are thoroughly familiar with the building application and permit process.

Our permit technicians are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to City requirements. Many of our staff are also dual-role employees and can serve as both inspection and front counter support. Personnel work collaboratively with applicants and have a "can do" attitude to help resolve issues and minimize anxiety for applicants.

Qualified candidates will be presented for City approval. Permit Technician personnel can provide the following, but are not limited to:

- ✓ Respond to Resident Inquiries and return all phone calls by the end of the next business day
- ✓ Full-Service Front Counter Support
- ✓ Permit Processing and Issuance
- ✓ Assist with Inspection and Plan Review Procedures
- ✓ Process Public Record Requests
- ✓ Update Reports to Outside Agencies
- ✓ Prepare Statistical Reports at the end of each month
- ✓ Maintain Records/Storage/Imaging

PROJECT CONTROLS

The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also stay within the financial capacity of your operating budget. We have broad experience and "hands on" knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City tailoring our services and deployment of staff resources to match the allocated budget.

QUALITY ASSURANCE

Upon award of contract, our lead contact for the City will set up a face-to-face meeting with key City staff to discuss any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.

All of our personnel work collaboratively with consistent communication between staff members for advice, application of specific expertise and any unique project or client knowledge. Meetings to coordinate and update all staff on current projects are held weekly, in addition, any special meetings needed to address new developments or issues. We utilize a custom database to compile all client and project information as it relates to any services we perform. We also develop and maintain a jurisdiction binder/file containing all pertinent client, project and billing information accessible to project managers and assigned staff. Our technical and administrative staff is highly trained, attending seminars and educational conferences to keep current on up-to-date industry methods and information. We provide our inspection staff with vehicles, fuel, maintenance, insurance, cell phones, laptops, and other equipment necessary for inspectors to carry out their duties efficiently.

As a full service company to government agencies, we pride ourselves in maintaining the best qualified staff in the industry allowing us to match our people to fit your exact needs.

SECTION D

References

RELEVANT PROJECTS

As a full service company to government agencies we are proud of the services we provide to our clients. Below is a list of current references for similar projects.

City of Pomona

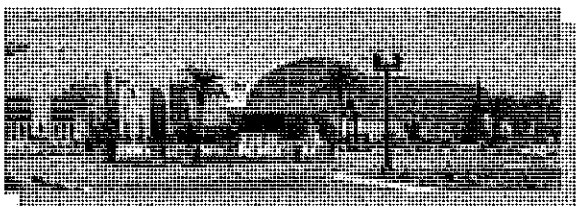
Interwest Consulting Group began serving the City of Pomona [population 160,000] in September 2009. Traditionally a full service city, Pomona examined a number of cost saving strategies including contracting for services that had historically been provided by in-house staff. Interwest Consulting Group successfully transitioned all building and safety services from the city's in-house staff and implemented new, streamlined processes and procedures. The change resulted in a higher level of service for the city's customers at a significant cost savings to the city. We currently provide the following on-site services:

- ✓ Building Official
- ✓ Building Plan Review
- ✓ Building and Safety Inspections
- ✓ Permit Technician
- ✓ Housing Abatement Enforcement
- ✓ Front Counter Support
- ✓ Administrative Services
- ✓ Construction Management

Mark Lazzaretto
Director of Planning
Housing & Building
505 S Garey Avenue
Pomona, CA 91766
(909) 620-2090
mlazzeretto@ci.pomona.ca.us

HIGHLIGHTED PROJECTS

Fairplex Conference Center

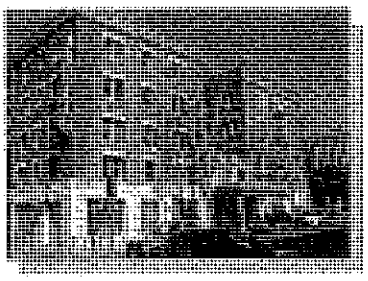


Interwest Consulting Group provided building inspection services on the FairPlex Conference Center, the City's first LEED Silver engineered project. The FairPlex Conference Center is an 85,000 square foot, state-of-the-art building featuring the latest in construction styles and technology features with an eco-friendly balance.

Understanding the importance of this project we dedicated seasoned inspectors who collaboratively worked with a half dozen deputy inspectors and maintained a weekly inspection schedule, plus weekend inspections, as needed to keep the project on schedule.

The project presented some unique challenges due to the incorporation of the new construction with an existing Depression-era historical building. This required that all adjoining parts of the Exhibit Hall, including electrical and plumbing, conform to rigorous Fire Rating Standards.

Mayfair Hotel

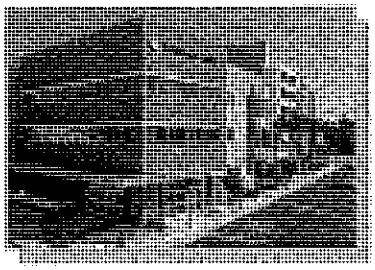


The Mayfair is a downtown Icon and landmark for the City of Pomona. The Interwest team provided plan review and inspection services on the Mayfair Hotel.

Our experienced engineers reviewed the project design, which included both structural and non structural elements. Our inspectors were on the project every week to resolve any potential issues, ensure the project is adhering to current building codes and collaboratively working with the contractor to maintain an aggressive schedule.

The five story hotel will deliver four floors of completely new and modern housing, targeting primarily the Western University campus, mixed retail, a restaurant on the ground level and an Irish Pub in the basement. The developer is targeting completion before the end of 2012.

Western University Campus



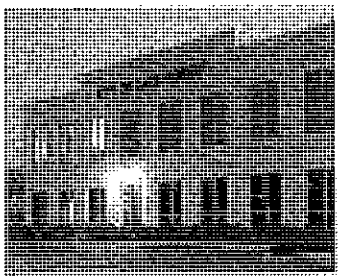
Interwest Consulting Group was honored to work on such a premier project for the City. Our staff has provided plan review and inspection services since 2010 on the Western University Campus.

As part of a growing campus Interwest provided plan review and inspection for many tenant improvements (TI) which included the 2nd Floor Administration Offices & Testing, Patient Care Center, Health Building, Student Housing Building and the most recent 300,000 square-foot residential, assembly, and offices.

Our inspectors continue to work collaboratively with the contractors to resolve any issues and to help keep the projects on schedule.

City of Lake Forest

In April 2009, Interwest Consulting Group began providing turn-key building and safety services to the City of Lake Forest (population 82,000). Recognizing the value and cost benefits attributable to employing a contract services model, the City has contracted for building and safety services since its incorporation in 1991. Interwest Consulting Group provides a team of onsite professionals that provide all building and safety services—blending seamlessly with existing city staff. We provide a full time building official, building plan reviewers, building inspectors and building permit counter technicians.



Gayle Ackerman
Director of Development Services
25550 Commercentre Drive
Lake Forest, CA 92630
(949) 461-3460
gackerman@lakeforestca.gov

Staffing levels are adjusted based on changes in construction activity to ensure that (1) revenue plus expenditures are monitored to ensure that building and safety activities are general fund neutral and (2) a high level of customer service is maintained. Interwest Consulting Group successfully transitioned services from the previous service provider and continues to provide the following services:

- ✓ Engineering Plan Check
- ✓ Building Plan Review
- ✓ Building Official
- ✓ Building Inspection
- ✓ Permit Technician
- ✓ Front Counter Support

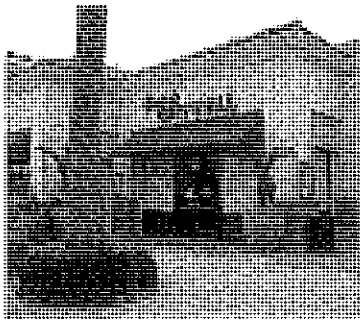
Interwest was selected in 2011 to provide engineering plan check services for the Public Works Department at the City of Lake Forest. Our scope of services includes providing a part time contract engineer who works side by side with City staff to complete the review of developer prepared grading, street, and drainage plans for subdivision tract improvement projects; and provide conditions of approval for discretionary approvals such as site development plans and tentative tract maps. Plans are reviewed for compliance with all City and County standards including the Drainage Area Management Plan, Water Quality Management Plan, and Orange County Hydrology Manual. Interwest also provides additional staff as needed to provide more specialized development engineering review when requested by the City.

HIGHLIGHTED PROJECTS

- ✓ **Portola Center** – Review of tentative tract map, hydrology, and water quality management plans for a 243 acre project including commercial and residential development.
- ✓ **Shea Baker Ranch** – Review of hydrology and impacts to natural water course for a 387 acre project including residential and mixed use development.
- ✓ **The Pinnacle at Serrano Highlands** – Review of tentative tract map, hydrology, and water quality management plans for a 23 acre residential development.

City of Eastvale

Interwest Consulting Group performed a variety of services resulting in the delivery of efficient and cost effective services to the newly incorporated City of Eastvale. These services included: (1) the gathering of essential information and key data which served as the basis for confirming service area responsibilities for the City of Eastvale, (2) preparation of fiscally prudent and conservative operating budgets and, (3) identified cost effective, efficient, and innovative methods of providing public works, planning, building and safety activities and services transitioned from the County of Riverside



Michele Nissen
Interim City Manager
12363 Limonite Ave, Suite 910
Eastvale, CA 91752
(951) 361-0900
mnissen@eastvaleca.gov

Since incorporation of the City of Eastvale on July 1, 2010, Interwest Consulting Group has created and implemented necessary systems and processes to provide the following services:

- ✓ City Engineering
- ✓ Program Management
- ✓ Construction Management | Public Works Inspection
- ✓ Engineering Support Services
- ✓ Building Department Administration
- ✓ Building Plan Review, Inspections and Permit Counter
- ✓ Building and Safety Code Compliance
- ✓ NPDES – Storm Water Compliance Support Services
- ✓ Grant Writing Services
- ✓ Development Engineering and Entitlements
- ✓ Transportation Planning
- ✓ Traffic Engineering Services
- ✓ Drainage Engineering
- ✓ Geographic Information Systems
- ✓ Real Estate Acquisitions Services

City of Bell

In November 2010, as part of its recovery process, the City of Bell selected Interwest Consulting Group to provide building plan check services. Interwest has reviewed a number of projects in the City, including a new commercial building, several commercial TIs and residential addition and remodel projects. The opportunity to assist Bell in its recovery presented unique challenges with nearly every manager and the entire City Council departing the City in a matter of months. We worked closely with staff to maintain a high level of customer service and deliver quality plan reviews to the City. We were selected to provide City Engineering services in December 2011 and Building and Safety services in 2012. Our staff seamlessly integrated into the City working closely with new managers helping identify new policies and procedures that were needed, reconnecting with regional projects and preparing master plans.

Joe Perez
Former Community Development Director
6330 Pine Avenue
Bell, California 90201
Cell (562) 882-2706

We currently provide the following onsite and offsite services:

- ✓ City Engineering
- ✓ Building Official
- ✓ Plan Review
- ✓ Building Inspection
- ✓ Project /Program Management
- ✓ Construction Management
- ✓ Construction Observation
- ✓ Geographic Information Systems (GIS)

SECTION 3

Proposed Staff

KEY STAFF AND QUALIFICATIONS

All of our proposed staff has significant direct experience working as city employees and as contract staff members in similar jurisdictions throughout Southern California. The resumes for each individual are included in the Appendix and highlight their significant personal experience on a variety of Building Official, Plan Reviewing and Building Inspection projects.

Individually, the professionals showcased below excel in each of their backgrounds. As a team, they possess the professional capability to innovatively create and implement effective solutions with your agency and the community's interests in mind.

Tim D'Zmura, PE, CBO, AICP, will serve as Principal-In-Charge. **Chris A. Vogt, PE** will serve as the Project Representative and the management contact to the City of Banning. He brings more than 31 years of municipal experience and is committed to cooperatively working with clients in getting the job done ethically, on time and within budget. His contact information is as follows:

Tim D'Zmura, PE, CBO, AICP
431 S. Palm Canyon Drive
Palm Springs, CA 92262
O (714)975-9048 | C (714)625-5840
tdzmura@interwestgrp.com

Chris A. Vogt, PE
431 S. Palm Canyon Drive
Palm Springs, CA 92262
O (760) 417-4329 | C (951) 616-4925
cvogt@interwestgrp.com

Proposed Staff

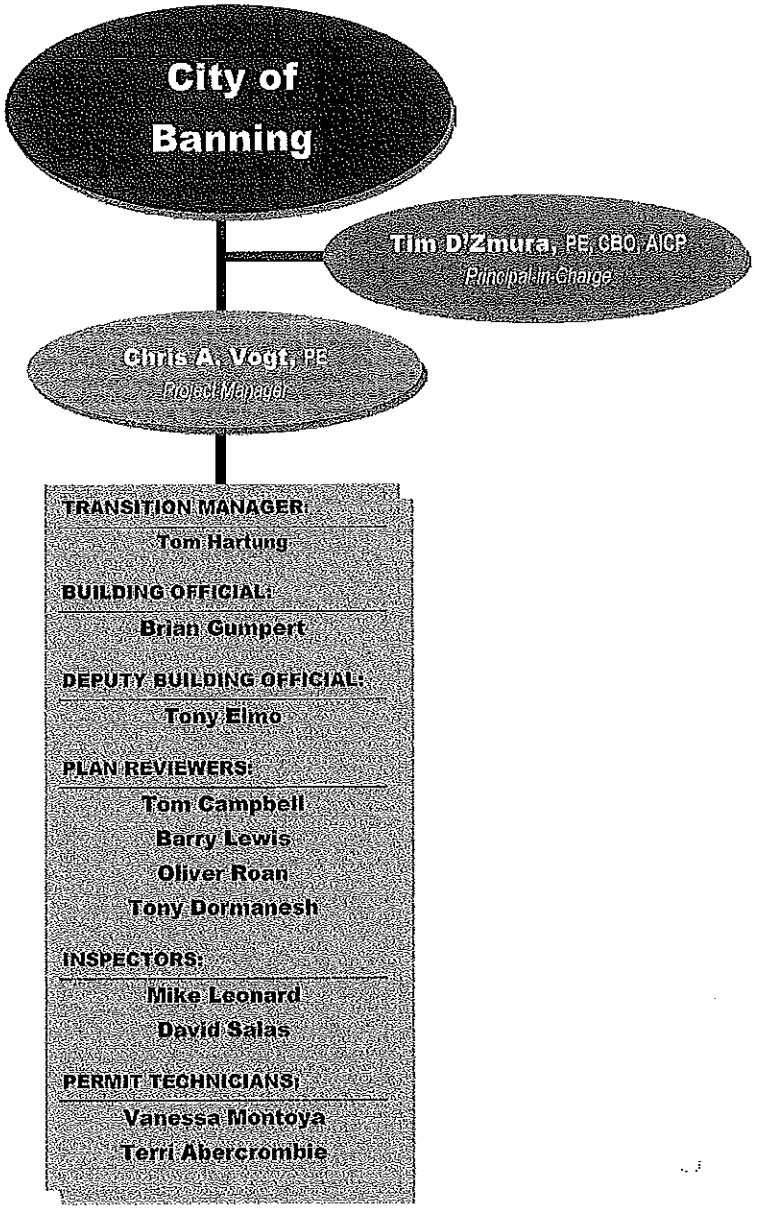
Tom Hartung	TRANSITION MANAGER
Brian Gumpert	BUILDING OFFICIAL/INSPECTOR
Tony Elmo	DEPUTY BUILDING OFFICIAL
Tom Campbell	PLAN CHECK
Barry Lewis	PLAN CHECK
Oliver Roan	PLAN CHECK
Tony Dormanesh	PLAN CHECK | CASP
Mike Leonard	BUILDING INSPECTION
David Salas	BUILDING INSPECTION
Vanessa Montoya	PERMIT TECHNICIAN
Terri Abercrombie	PERMIT TECHNICIAN

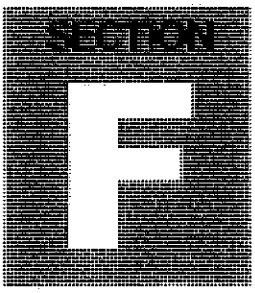
The following information is provided to highlight the depth of staff resources and expertise available to the City. Comprehensive resumes highlighting relevant experience and additional experience are contained within the Appendix.

Tom Hartung	California Building Official - CALBO
Brian Gumpert	ICC Certified Building Official ICC Certified Building Inspector IPMO Certified Plumbing Inspector IPMO Certified Mechanical Inspector
Tony Elmo	Council of American Officials, Certified Building Official CA Specialized Training Institute – Emergency Disaster Management
Tom Campbell	Professional Engineer, State of California Professional Engineer, State of Nevada Professional Engineer, State of Idaho Professional Engineer, State of Utah ICC Certified Building Official
Barry Lewis	Licensed General Contractor ICBO Building Inspector ICBO Mechanical Inspector ICBO Plumbing Inspector ICBO Plans Examiner ICBO Residential Combination Inspector ICC Commercial Building Inspector ICC Commercial Mechanical Inspector ICC Commercial Plumbing Inspector ICC Commercial Plans Examiner ICC Residential Combination Inspector
Oliver Roan	California Registered Civil Engineer California Registered Structural Engineer ICC Certified Building Plans Examiner
Tony Dormanesh	Professional Engineer, State of California Professional Engineer, State of Nevada ICBO/ICC Certified Building Official Certified California Access Specialist, CASp ICBO/ICC Plans Examiner
Mike Leonard	General Building Contractor Electrical Contractor Concrete Contractor Swimming Pool Contractor ICC Building Inspector ICC/UPC Plumbing Inspector ICC Residential Combination Inspector
David Salas	ICC Certified Building Inspector ICC Certified Mechanical Inspector ICC Certified Electrical Inspector ICC Certified Plumbing Inspector ICC Certified Combination Inspector ICC Residential Combination Inspector ICC Light Commercial Combination Inspector ICC Combination Inspector ICC Reinforced Concrete Special Inspector ICC Sprayed-Applied Fireproofing Special Inspector ICC Structural Masonry Special Inspector
Vanessa Montoya	CALBO Permit Technician I & II
Terri Abercrombie	13 Years Experience as Permit Technician

ORGANIZATION CHART

We propose the follow structure and staffing candidates to continue and enhance the current level of services to the City. Interwest clearly understands the need for staffing flexibility. As workloads increase, additional Interwest staff can be placed onsite to assist and augment existing staff. As development processing is cyclical, any decrease in workload can be offset by a decrease in our presence. We will also maintain a group of professionals off-site to work on project reviews and address any immediate surges in workload that often occur in development.





Fee Proposal

We have proposed a fee for providing the services as specified in the Request for Proposals. The Fee schedule is included in the separate sealed envelope with this proposal. We look forward to meeting with you to discuss the proposed fee and any option or combination of options would be in the best City interests.

BILLING PROCESS

Invoices are typically generated upon the conclusion of the month. Interwest Consulting Group will work with the City to supply the necessary billing information.

Appendix

✓ **RESUMES**

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EDUCATION

BS, Civil Engineering
University of Pittsburgh
Pittsburgh, PA

REGISTRATIONS
CERTIFICATIONS

Professional Engineer | Civil Engineering

PROFESSIONAL
AFFILIATIONS

APWA - American Public Works Association,
Southern California Chapter President 2012

APWA - American Public Works Association, Coachella Valley Branch of Southern CA,
President & Creator, 2000 – 2001

City/County Engineers Association
Inland Empire President, 1996

Chris A. Vogt, PE

Project Manager

Chris has 31 years of successful management, planning, implementing, and administering public works projects and programs. He brings a solid history of successful management with over 20 years as a Public Works Director/City Engineer. He brings an exemplary work ethic focusing on continuous process improvements while maintaining the ability to effectively navigate politically sensitive environments.

He has managed an operational budget of over $39 million and a comprehensive Capital Improvement Program in excess of $1.6 billion. Supporting cities in Southern California , Chris has a wealth of knowledge in budget preparation; infrastructure maintenance; professional and construction contract negotiations; organizational development; project management; water, sewer and electrical utility operations and construction; engineering design; staff development; training and mentoring; complex engineering studies such as Development Impact Fees and assessment engineering; and public informational and collaborative meetings.

Chris is a professional who brings solutions to our clients. He is flexible and open with his communications and fosters a teamwork atmosphere in resolving challenges. He is committed to serving the needs of the client through strong leadership and a collaborative approach.

SPECIFIC EXPERIENCE

Deputy City Engineer | Senior Project Manager
2012 – Present Interwest Consulting Group

Chris provides various public works director and city engineer services to jurisdictions throughout Southern California. His responsibilities include: implementing and developing capital improvement programs and development impact fees; staff training, mentoring and management; direction and supervision of professional, technical and maintenance staff; program management over consulting contracts (design and construction management professionals); completion of specialty projects; and coordination of issues with public utilities.

Director of Public Works | City Engineer
2006 – 2011 City of Moreno Valley

Managed a Public Works Department of 145 professional, technical, maintenance and clerical staff with an operational budget of $39 million and Capital Improvement budget of $180 million (comprehensive $1.6 billion). Public Works included seven divisions: Administration, Engineering Land Development, Traffic, Capital Improvement Projects, Maintenance (solid waste, street, storm drainage, graffiti, fleet), Special Districts, and the Moreno Valley Electric Utility.

Select Accomplishments:

- Completed a **$25 million electric sub-station project** and participated on the City's bond team
- Reorganized the new City Electric Utility
- Completed a **$1.6 million Veterans Memorial project** within schedule and budget by working with a citizen design committee
- Directed staff in the **development of a comprehensive Capital Improvement Program** that reflects all projects to ultimate build-out of the City ($1.6 billion)
- Coordinated City regional projects with **Caltrans, Western Riverside Council of Governments, and the Riverside County Transportation Commission**
- Completed a **$10 million regional soccer facility** (synthetic turf)
- **Renegotiated the City's Solid Waste contract** resulting in enhanced services and full indemnification under AB 939 without additional costs to the City

- Developed a streamlined plan check and inspection program to support local development

Director of Public Works | City Engineer
2001 – 2006 City of Pomona

Supervised the Public Works Department of 97 professionals, which included Administration, Engineering, Development, Traffic, Capital Improvement Projects, Streets, Stormwater, Graffiti Abatement, Facilities Maintenance, Building and Safety, and City Communications.

Select Accomplishments:
- Developed a comprehensive Capital Improvement Program
- Developed a bond issue with Gas Tax proceeds to complete **$10 million worth of street rehabilitations and improvements**
- Completed **$2 million White Avenue beautification** project fronting the L.A. County Fairgrounds
- Established and implemented the City's Graffiti Abatement Program that improved removal time to 24 hours

Director of Public Works | City Engineer
1996 – 2001 City of La Quinta

Managed the Public Works Department of 20 professional, technical, and clerical staff. This included Administration, Engineering, Development, Traffic , Capital Improvements and Street Maintenance.

Select Accomplishments:
- Coordinated the development and implementation of La Quinta's first **Development Impact Fees**
- Updated the City's $800,000/year Lighting and Landscape Assessments to conform to Proposition 218
- Completed a **$500,000 community pool and locker room/office facility project** within schedule and budget utilizing the design/build process
- Completed a **$20 million assessment issue** and coordinated the construction associated with the assessment for public sewers, street improvements, and a downtown beautification project

Director of Public Works |City Engineer
1991 – 1996 City of Chino Hills

Held multiple positions while serving the City of Chino Hills. Was the first Director of Public Works/City Engineering when the city was incorporated in December 1991. Established and directed the Public Works Department of 40 employees (not including consultants) under six divisions. These divisions included Administration, Engineering Design and Development, Traffic and Roads, Water, Sewer, Drainage, Utility Operations, and Facilities/Vehicle Maintenance and Operations. From 1992 - 1993, the Parks and Landscape Maintenance Division (1972 Lighting and Landscape Act) was also under his direction including a Parks and Landscape Manager and 15 employees.

Select Accomplishments:
- Completed the **$10 million extension** of the ultimate improvements to Chino Hills Parkway from Carbon Canyon Road (SR142) to the 60 freeway in Pomona
- **Developed the first Public Works** Department for the City of Chino Hills after Incorporation
- Supervised a **$13M/year Water Utility operational budget** for the City
- **Developed the first Pavement Management System** for Chino Hills
- Developed and Streamlined the Final Map and Developer Entitlement process

Public Works Engineer II / Project Engineer III

1986 – 1991	County of San Bernardino/Special Districts

Municipal Engineer

1983 – 1986	Westmoreland, Washington, Somerset, and Alleghany Counties in South Western PA

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REGISTRATIONS
CERTIFICATIONS

Council of American Building Officials-
Certified Building Official

Tom Hartung, CBO

Transition Manager

Tom brings more than 20 years of expert experience in building & safety department administration. His experience includes budget preparation, personnel mentoring and supervision, contract negotiations, department management, procedures and project management.

Having served the City of La Quinta for over 20 years as Building Official, he is intimately familiar with local and regional agencies and brings a strong background in managing municipal building departments. Complimenting Tom's decades of experience is his ability to effectively communicate and collaboratively work with contractors, engineers, developers and the public with what can sometimes be complex issues relating to development and building issues.

PROJECT SPECIFIC EXPERIENCE

Building Official
2013 – Present Interwest Consulting Group

Responsible for serving various clients through the effective delivery of Building and Safety Services. Responsible for the establishment of timely and thorough plan review, permitting and inspection policies and procedures in the most efficient manner.

Building Official
1993 – 2012 City of La Quinta

Responsible for all department administration, staffing and budget management of entire building department staff. Included the daily management of all plan reviews, inspection services and permit technician process. Worked closely with all city departments to establish effective processes.

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CONSULTING
GROUP

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EDUCATION

AS, Construction Technology
Riverside Community College
Riverside, CA

AS, Construction Technology
Riverside Community College
Riverside, CA

REGISTRATIONS
CERTIFICATIONS

ICC Certified Building Official
ICC Certified Building Inspector
IPMO Certified Plumbing Inspector
IPMO Certified Mechanical Inspector

Brian F. Gumpert, CBO

Building Official

Brian is a Certified Building Official and Building Inspector possessing over 8 years of experience providing building inspection services to various municipalities in the Southern California region on both small and large residential and commercial projects.

He works effectively across-the-board developing solid partnerships with staff, developers, and the public ensuring successful completion of all projects. His direct knowledge and experience with public agencies allows him to seamlessly blend with existing staff and comprehend City procedures.

Brian has a strong work ethic, is detailed oriented, and enjoys both project teamwork and working independently. He makes an impact through excellent communication and a high level of customer service with each project.

PROJECT SPECIFIC EXPERIENCE

Senior Building Inspector
2012 – Present — Interwest Consulting Group
Performs inspection services of all phases of residential, industrial, commercial building, and accessibility at various client locations.

Building Inspector
2004 –2006/2010 - 2012 — The Willdan Group
Performed daily building inspections as a contracted inspector for various municipalities throughout Southern California, and independent inspections and reporting for buildings under March JPA lease.

Building Inspector II
2006 - 2009 — City of Moreno Valley
Provided daily building inspections, data input recording, research, permit issuance, customer service, and plan review.

Journeyman Plumber
2003 – 2004 — Dynamic Plumbing
Provided plumbing installations for new commercial, government, and multifamily residential buildings.

Field Foreman
1994 – 2002 — Bute Plumbing
Provided supervision and coordination of skilled labor force to ensure productivity and completion of projects per scope/contract. Responsible for quality control and installation of new plumbing.

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EDUCATION

Riverside City College
Riverside, CA

San Bernardino Valley College
San Bernardino, CA

International Conference of
Building Officials
Whittier, CA

Building Department Administration
California Building Codes Institute

Energy and Seismic Safety

REGISTRATIONS
CERTIFICATIONS

Council of American Building Officials,
Certified Building Official

California Specialized Training

Institute-Emergency Disaster
Management

PROFESSIONAL
AFFILIATIONS

California Building Officials (CALBO)
1985 – Present

CALBO Past President
2002-2003

CALBO Hall of Fame Inductee
2005

CALBO Building Official of the Year
2001- 2002

CALBO Training Institute Chairman
1997-2000

Past Presidents Association
President, 2004-2006

Citrus Belt Chapter of ICC
1990-2007
President, 1996

California State Contractors
State License Board, 2000-2005
Chairman, 2003-2004

Division of the State Architect
Advisory Board Member
2006

City of Temecula
Labor Negotiation Team
2002, 2004

Anthony (Tony) Elmo, CBO

Deputy Building Official

Tony has 38 years of Municipal Building Department experience in administration and enforcement of building, zoning, housing and municipal codes, plan review and inspection. With over 32 years as a Building Official he brings expert experience in budget preparation and maintenance; personnel supervision and discipline procedures; labor and contract negotiations; building department management and organization; and project management.

PROJECT SPECIFIC EXPERIENCE

Building Official
2009 – Present — Interwest Consulting Group

Responsible for the establishment of Building and Safety plan review, permitting and inspection policies and procedures; development and private community outreach; revenue outreach programs; revenue accounting; tracking and reporting policies; and operating budget procedures. Tony has worked with various jurisdictions including the cities of Menifee and Eastvale from 2009 to 2012, the City of Coachella from 2010 to 2014 as on-call support, and the City of Upland since 2014 in the role of Building Official.

Inspector of Record
2008 – 2009 — California State Parks Department

Oversight of the Antelope Valley Historical Indian Museum structural retrofit and the Historic Citrus Park Americans with Disabilities Improvement Project for the California State Parks Department as a consultant Inspector of Record.

Division Director Code Compliance Consultant
2007 – 2008 — Contract Service Provider

Served as a consultant Division Director in Southern California directly managing plan check, inspection, staff augmentation and project management operations for numerous city and county jurisdictions.

Director of Building and Safety
1990 – 2007 — City of Temecula

First Building Official for the newly established City in 1990. Responsible for the enforcement of all applicable building-related and municipal codes. Responsibilities included oversight of code Enforcement Division, public counter, plan review, permit issuance and field inspection programs. Additional responsibilities included the preparation of code ordinances and preparation and management of department budget.

Building Official
1985 – 1990 — City of Cypress

Responsible for the enforcement of all applicable building-related and municipal codes. Directed inspection personnel, acted as code enforcement advisor, reviewed plans, and prepared council reports, division budget, and code adoption ordinances. Assumed Department Head duties in his absence.

Building Official
1984 – 1985 — City of Stanton

One-person operation of the Building Division, responsible for all field inspections, budget preparation, plan review, code interpretation, permit issuance and tracking, and complaint processing. Worked closely with the Fire Marshal, Code Enforcement Department, Design Review Committee and City Attorney.

Building and Zoning Inspector
1982 – 1985 City of Riverside

Duties included residential and commercial building, plumbing and mechanical inspection; zoning inspection and Code Enforcement; formal complaint processing through city attorney; and monthly activity report preparation.

Project Superintendent
1979 – 1981 Citation Builders

Supervised all phases of new residential tract construction, including offsite sewer, storm drain and utility installations; onsite grading; construction and finish of residential housing; scheduling of subcontractor activity; monthly status reports and some purchasing duties.

Building Inspector Trainee/Bldg. Housing Inspector
1977 – 1979 City of Riverside

One year of training in Building Department operations and field inspection. One and one-half years of residential and commercial building and plumbing inspection, housing inspection and Housing Code enforcement. Worked closely with City Attorney, performing permit issuance and plan check.

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CONSULTING
GROUP

www.interwestgrp.com

Tom Campbell, PE, CBO

Plan Reviewer

Tom has 34 years of experience in the industry and has participated at the highest level in developing and disseminating the building codes with 15 years in management of ICBO's Education Program. He led and directed work assignments relating to the development of technical publications based on the UBC, IBC and IRC for use in classroom training of architects, engineers, inspectors and code regulators.

In addition, Tom delivered classroom instructional material to code enforcement personnel, architects, engineers and contractors, and was a staff liaison and ICBO representative to one of five code development committees charged with developing the 2000 International Building Code.

His experience in the industry includes four years in the evaluation of new building materials and methods of construction; six years in the design, detail and plan review stages of industrial, commercial and residential structures; and over two years instruction of fundamental building design to graduate and senior level college architectural students. All this attests to the amassed wisdom and depth that Tom brings to any project.

EDUCATION

BS, Civil Engineering
California State Polytechnic University
Pomona, CA

REGISTRATIONS CERTIFICATIONS

Professional Engineer, California
No. 45464

Professional Engineer, Nevada
No. 18414

Professional Engineer, Idaho
No. 14808

Professional Engineer, Utah
No. 8314715-2202

ICC Certified Building Official

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Southern California

PROJECT SPECIFIC EXPERIENCE

Supervising Plan Review Engineer
2006 – Present — Interwest Consulting Group

One of our longest standing Building and Safety professionals, Tom's main role is as engineer and lead plans examiner, performing comprehensive plan review and client relations services for Southern California.

Senior Staff Engineer
1985-1986 | 2004-2006 — International Code Council Evaluation Service

Reviewed technical test reports and prepared evaluation reports on the provisions of the ICC model codes. Developed test standards for products not in compliance with ICC codes.

Acquisition & Development Technical Engineer
2002 – 2004 — International Code Council

Developed, reviewed and recruited authors for technical publications for ICC model code compliance.

Education Programs Manager
1988 – 2002 — International Conference of Building Officials

Supervised and directed support and technical staff of 15, established and maintained department budget, and scheduled training programs throughout the US and internationally.

Engineer
1980 – 1985 — Fred Ashton & Associates

Performed structural design and details of industrial, commercial and residential structures, coordinated structural design with architects, and supervised draftsman.

Lecturer
1980 – 1985 — California State Polytechnic University

Developed curriculum for and instructed graduate and senior level architectural students in various aspects of structural design.

INTERWEST
CONSULTING
GROUP

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EDUCATION

Graduate of Supervisor Academy of Riverside County

Graduate of Management Academy of Riverside County

REGISTRATIONS
CERTIFICATIONS

Licensed General Contractor

ICBO Building Inspector

ICBO Mechanical Inspector

ICBO Plumbing Inspector

ICBO Plans Examiner

ICBO Residential Combination Inspector

ICC Commercial Building Inspector

ICC Commercial Mechanical Inspector

ICC Commercial Plumbing Inspector

ICC Commercial Plans Examiner

ICC Residential Combination Inspector

Barry Lewis

Plan Reviewer

Barry has over 40 years of on-the-job construction trade experience. He has worked in local government since 1998. He has successfully coordinated and scheduled a wide range of residential, commercial, and multi-family projects including major seismic retrofits in Los Angeles and San Francisco.

He is a meticulous plans examiner. From 2004 to 2013 he reviewed all the commercial building projects in non-incorporated Riverside County including a 100 million dollar expansion to the Desert Hills Premium Outlet stores in Cabazon.

Barry is known for his resourcefulness in solving problems and maximizing results, his ability to balance long range vision with attention to detail, and his efficiency in promoting a positive and productive work environment.

PROJECT SPECIFIC EXPERIENCE

Plan Reviewer | Building Inspector
2013 - Present Interwest Consulting Group

Barry serves a variety of clients on a contract basis providing comprehensive plan review and building inspections.

Plans Examiner | Building Inspector
1998-2013 County of Riverside

As a plans examiner he reviewed residential, multi-family, housing tracts, hotel, commercial and industrial projects. He reviewed all the commercial building projects checking plans and recommending changes regarding life safety items, Type V structural, mechanical, electrical, and plumbing insisting on conformance to model codes and regulations. He regularly consulted with architects, engineers, and other interested personnel regarding structural, safety, and code requirements of building design.

As a field inspector he inspected work during progress to determine the use of authorized materials and methods and ordered corrections if work was found to be in violation of standards.

Owner
1977 - 1998 Lewis Construction

Selected, hired, trained, supervised and scheduled a staff of 15 employees in the pursuit of building new homes, apartment buildings and condominiums. Managed projects from start to finish, reviewed plans and developed schedules with architects, contractors and sub-contractors.

Notable Projects:

Abbott Laboratories
Bailey Winery
Big O Tires Distribution Center
Callaway Winery
Cougar Winery
Desert Hills Premium Outlets
Doffo Winery
La Quinta Brewery
Longshadow Ranch Winery
Lucent Technologies
Miramonte Winery
Montessori School
Ponte Winery and Hotel
Robert Renzoni Vineyards & Winery
South Coast Winery Resort & Spa
Wilson Creek Winery & Vineyards

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EDUCATION

MS, Civil Engineering/ Engineering Mechanics
California State University Fullerton, Fullerton, CA

BS, Civil Engineering
Chung Yaun University

REGISTRATIONS
CERTIFICATIONS

Professional Structural Engineer
State of California
No. S3173

Professional Civil Engineer
State of California
No. C33484

ICC Certified Building Plans Examiner

Oliver J. Roan, SE, PE

Plan Reviewer

Oliver possesses over 30 years of plan review and structural engineering experience bringing a considerable depth and knowledge to all projects. He has provided plan review services for a variety of commercial, industrial, and residential building designs in conformance with the California Building Codes, City of Los Angeles Building Codes, and County of Los Angeles Building Codes. His structural design and project management experience includes various low to mid-rise commercial, industrial, and residential buildings using wood, masonry, steel, and concrete construction.

He is a registered Structural and Civil Engineer in the State of California, and is an ICC Certified Building Plans Examiner. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public.

Oliver has a strong work ethic, is detailed oriented, and enjoys both project teamwork and working independently. He is extremely skilled with the insight required for the successful completion of projects.

PROJECT SPECIFIC EXPERIENCE

Civil/Structural Engineer | Plans Examiner
2012 – Present — Interwest Consulting Group
Provides plan review services for commercial, industrial, and residential projects for municipalities.

Engineer Consultant
2010 – 2012 — Various Clients
Provided contract engineering services for plan checking, building design, land-use and construction management for various residential alteration, addition, and commercial tenant improvement projects.

Principal Civil Engineer
2008 – 2009 — City of Newport Beach
Managed the City's Building & Safety Department plan check staff providing technical and code support to the staff and customers. Performed plan check services on complex projects. Participated in the development of the Department Standard Operation Procedures by preparing reports and letters.

Principal Civil Engineer
2008 – 2008 — City of Tustin
Supervised the Building Division and Community Development Department plan check staff in permit counter and plan check services. Responsibilities additionally included assisting inspectors in resolving field issues and the coordination of professional consultant work. Attended Planning Design Review meetings as the division representative.

Structural Engineer | Supervisor
1989 – 2008 — City of Los Angeles
Responsible for the management of plan check and permit services of San Pedro Branch Office. Provided technical advice to City staff in addition to homeowners, engineers, architects, and construction communities. Responsible for the plan check services of various major structures and complex commercial and residential building design. Served as Plan Check Supervisor and Department Preliminary Plan Check Engineer providing technical advice to the design communities for various projects for the Metro Office.

Structural Engineer Consultant

1979 – 1989 Various Consulting Firms

Responsible for structural design and project management of various multi-level heavy commercial, industrial and residential buildings. This included a nine-story medical office building with concrete pan joist construction, crane runway steel metal buildings, shopping centers, warehouses, retail centers using concrete tilt-up or masonry construction, mini-storage warehouses using cold formed and composite steel construction, churches, gymnasiums, schools, town homes, tract houses, and custom mansions with timber construction.

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EDUCATION

BS, Civil Engineering
California Polytechnic University
Pomona, CA

University California Irvine
Management of Hazardous
Materials Certificate

AA, Architectural Drafting
Los Angeles Trade Tech

California State University Long Beach
Long Beach, CA

California State University Fullerton
Fullerton, CA

Continuing Education in Building Codes,
Structural Engineering &
Performing Codes

REGISTRATIONS
CERTIFICATIONS

Professional Engineer, California
C31619

Professional Engineer, Nevada
019497

ICBO/ICC Certified Building Official

Certified California Access Specialist,
CASp - 00-258

ICBO/ICC Plans Examiner

AWARDS

City Manager's Award for Outstanding
Engineering Contribution
City of Irvine, 1991

Certificate of Accomplishment, City of
Irvine Chief Building Official for
Outstanding Accomplishment
City of Irvine, 1994

Tony Dormanesh, CASp, PE, CBO,

Plan Reviewer

Tony brings decades of southern California knowledge and experience to the jurisdictions we serve. Tony spent 31 years in the City of Irvine with 20 years in the Department of Public Works and the Department of Community Development as a Senior Engineer. During this time, he also served as the Acting Building Official for the City of Morgan Hill.

Tony has 16 years experience as a Principal Engineer Certified Inspector and has worked as a Code Consultant. He is licensed in the States of California and Nevada and is an ICC Certified Building Official and Plans Examiner.

Tony's background and familiarity with the design process keeps his plan review skills sharp and insightful. His positive and personable attitude and willingness to help make him a valuable addition to any project team.

PROJECT SPECIFIC EXPERIENCE

Supervising Plan Review Engineer | Project Manager | Building Official
2008 – Present Interwest Consulting Group

Building Official, Plan Review Engineer and performs management oversight and comprehensive plan review for various jurisdictions, including Irvine and Lake Forest.

GENERAL EXPERIENCE

- 16 years experience as a Principle Engineer Certified Inspection and Code Consultant.
- Acting Chief Building Official for the City of Morgan Hill
- 20 years as a Senior Engineer for the City of Irvine Public Works and Community Development Departments; responsible for a large percentage of Irvine high-rise project management from inception to completion.
- 3 years experience Public Works construction surveyor experience for the City of Garden Grove; Multiple road widening projects including
- 4 years structural design experience Bristol Industry.
- Private structural design 39 years.

SAMPLE PROJECTS

- **Edward's Theaters Complexes:** at the Cities of Paramount, Irvine and Norwalk.
- **Irvine Spectrum Entertainment Center:** 900,000 square feet, 47 acres grading and building plan check.
- **Koll Center Irvine:** 6-story, high-rise building, with over 1,500,000 square feet and post-tensioned parking structures.
- **Jamboree Center Irvine:** 2,000,000 square feet high-rise building; provided grading and building plan check.
- **UCI Center:** 500,000 square feet of retail, office and entertainment space. Developed computerized plan check project for the City of Irvine.

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EDUCATION

Building, Mechanical, Plumbing, Electrical, and Plan Check Courses
Palomar College,
Escondido, CA

REGISTRATIONS
CERTIFICATIONS

General Building Contractor
No. B 899938

Electrical Contractor
No. C10 899938

Concrete Contractor
No. C-8 899938

Swimming Pool Contractor
No. C53 899938

ICC Building Inspector

ICC / UPC Plumbing Inspector

ICC Residential Combination Inspector

Michael Leonard

Building Inspector

Mike brings more than 20 years experience as an inspector and has a thorough knowledge of the construction industry. He is known for his ability to efficiently multi-task on projects providing our clients with a broad range of inspections which include structural, plumbing, electrical and building.

PROJECT SPECIFIC EXPERIENCE

Building Inspector
2013 - Present — Interwest Consulting Group

Performs inspections of commercial and residential construction, including building, plumbing, electrical and mechanical for the cities of Wildomar and Big Bear Lake.

Owner | Building Inspector
2011 - 2013 — All Family Construction, Inc.

As partner owner of All Family Construction, Inc., Michael performed all electrical work associated with pools, patios, and other remodeling projects as well as building inspection duties for compliance with codes, laws and ordinances.

Electrical | Building Inspector

2011-2012 — CFSA

Michael inspected all construction, maintenance, and made repairs as need.

Vice President
2007 - 2011 — Ayers Construction

Mike had assisted with effectively initiating solutions to take the company to the next level. Exceeding expectations by expanding to four States building *In'N'Out* Franchises.

Construction Inspector
1998 - 2007 — California Construction Authority

Michael inspected all construction, maintenance, and repairs on 72 fairgrounds, specifically photo-voltaic installations for conformance with requirements of state and county codes, ordinances and laws. Informed necessary personnel of code violations. Rendered approval or disapproval of inspected sites regarding the issuance of building permits or stop work orders. Investigated complaints of defective projects that are reported, notified responsible persons of defects and issued instructions for correction.

Building Inspector | Combination Dwelling Inspector
1993 - 1994 — Addison Career Institute

Inspected buildings and associated appurtenances, repairs, improvements and uses for compliance with codes, laws and ordinances.

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REGISTRATIONS
CERTIFICATIONS

Building Inspector
0859493-B5

Combination Inspector
0859493-C8

Residential Combination Inspector
0859496-R5

Electrical Inspector
859493-ES

Light Commercial Combination Inspector
– Uniform No. 0859493-57

Mechanical Inspector
0859493-44

Plumbing Inspector
0859493-P5

Reinforced Concrete Special Inspector
– Legacy No. 0859493-88

Sprayed-Applied Fireproofing Special
Inspector 0859493-86

Structural Masonry Special Inspector
0859493-84

EDUCATION

City of Palm Desert Leadership Academy

Building Inspection and Leadership
"Skill Path" Seminars

David Salas

Building Inspector

David is a 21-year veteran building inspector. He has spent the last two decades performing combination building inspections for cities and counties on complex, high-tech, commercial development projects including multi-story hotels, shopping malls, parking structures, schools, assisted living facilities and residential dwellings.

David makes a solid contribution by producing a high volume of work while maintaining high standards for quality and accuracy. He possesses a good attitude while taking on tasks with a positive energy and a smile. His upbeat personality and engaging personal style enables him to interact effectively with staff and clients.

PROJECT SPECIFIC EXPERIENCE

Building Inspector
2013 - Present — Interwest Consulting Group

Performs residential and commercial inspection services including building, plumbing, electrical and mechanical for various Southern California clients.

Building Inspector
2010 – 2012 — County of Madera

Performed building, plumbing, mechanical, and electrical inspections of commercial and residential structures for the county.

Senior Building Inspector
1998 – 2009 — City of Palm Desert

Executed combination building inspections on complex commercial and residential projects including multi-story hotels, shopping malls, parking structures and assisted living facilities.

Special Inspector
1996 – 1998 — Contractor

Inspected concrete, masonry, spray-applied fireproofing and structural steel for the multi-million dollar projects of *The Gardens* on El Paseo and *Albertson's* Grocery store in Palm Desert, California.

Inspector of Record
1994 – 1996 — El Centro School District

Inspector for soil, foundation, structural, electrical, plumbing, mechanical and interior finish work for Southwest High School II, a $20 million project, complete with a multi-community based auditorium.

Other projects included:

- Indio Juvenile Hall, Phase II
- Indio High School Modernizations
- Palm Desert High School, Phase II and IV
- Palm Desert High School, Pool and Shade Structure

Special Inspector
1983 – 1987 — Various Locations, Orange County

Managed various projects for concrete, structural steel, pre-stressed concrete, spray-applied fireproofing and masonry inspection.

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REGISTRATIONS
CERTIFICATIONS

CALBO
Permit Technician I & II

Economical & Social Opportunity
Computerized Office Specialist

Vanessa Montoya

Permit Technician

Vanessa is a highly motivated permit technician with more than 10 years experience serving a variety of municipal clients. She leads by example and demonstrates commitment and teamwork. She has worked with and is proficient with various permitting software programs including Tyler Incode, Naviline, and Black Bear. She also has Microsoft Office, GIS, Metro Scan, HTML and Rich Media experience. She is a dedicated professional with strong organizational skills and a keen sense for detailed customer services making her a great addition to any team.

PROJECT SPECIFIC EXPERIENCE

Permit Technician
2013 – Present — Interwest Consulting Group

Her primary responsibilities include customer assistance related to issuances of permits; reviews, plan check and processing of residential and commercial construction documents and applications received; routing plans, providing estimates for both permit and plan check fees, new development review requirements, simple room additions, assistance in permit reviews, refunds, bonds, grading and paving, She effectively answers inquiries and handles complaints in a professional and timely manner. She maintains accurate records, databases, and communication from application through final permit issuance. Processes and provides monthly building reports to public and governmental agencies.

Senior Permit Technician
2009 – 2012 — 4Leaf, Inc. / Precision Inspection Company, Inc.

As a Senior Permit Technician, Vanessa was responsible for providing primary support to the Chief Building Official, Community Development Director and City Officials. She developed and implemented Technician Procedure Manuals. She tracked and coordinated all approvals for City departments (Building, Planning, Plan Check, Engineering, Fire Department and Health department). Provided technical support to customers and other internal departments; calculated and processed valuations and permit fees for all types of constructions; processed all permits for the Building Department and Issued Certificate of Occupancies; researched property information utilizing city GIS; processed monthly and quarterly reports for the city, state and various entities. She researched and processed property history requests; trouble-shot and mediated customer complaints; researched, updated and monitored Contractor Licenses & Worker's Compensation Requirements. Reviewed plan check submittals for completeness, monitored, coordinated and processed all plan checks and ensured plan check deadlines were being met; processed inspection reports, input inspection corrections and approval results into permit system. She trained and managed new staff and technicians and provided primary front counter support (guided and assisted developers, contractors and general public through the permit process).

Senior Permit Technician
2007 – 2009 — Wildan, Inc. / 4Leaf, Inc.

Provided permit technician tasks outlined above.

Plan Check Supervisor
2005 – 2007 — Precision Inspection Company, Inc.

Vanessa supervised all technician staff, coordinated work schedules and provided back-up coverage; she conducted employee annual evaluations and developed training programs for new plan examination staff. She provided training and technical support to all levels of management. Responsible for the re-development of the plan check department daily operations and database programs to streamline processes. Implemented new client set-up, managed & monitored active contracts, and mediated customer complains. Managed

all operations of the plan check department; developed and implemented Technician Procedure Manuals; created and implemented an audit system; facilitated all department staff and management meetings. Reported all weekly operations to management as well as provided primary support to the department director.

Building Permit Technician
2003 – 2005 Precision Inspection Company, Inc.

Vanessa provided primary support to the Chief Building Official, City Official Managers and Building Inspectors; calculated building permit fees and processed all building permits for Building Departments; tracked and coordinated all approvals for City Departments (Building, Planning, Plan Check, Engineering, Fire and Public Works); processed monthly and quarterly reports for the City and State; coordinated, monitored and ensured all plan check deadlines were met; managed the office, workload and calendars for all department staff; researched, update and monitored contractor license & worker's compensation requirements; interfaced directly with city officials, developers, contractors and general public.

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Terri Abercrombie

Permit Technician

Terri has over 13 years of experience in office administration and customer service. She is extremely efficient in problem solving, prioritizing and seeking efficient and innovative ways to perform tasks and meet deadlines. She has years of cash handling, fee calculating and fee collection experience along with extensive computer knowledge.

Terri is able to peform tasks individually and as a team member. She is adept at communicating in person, especially at remaining calm in stressful situations. She has a high standard of work ethic and has the proven ability to maintain confidentiality.

PROJECT SPECIFIC EXPERIENCE

Permit Technician
2014 Interwest Consulting Group
Terri's primary responsibilities include providing customer assistance related to issuances of permits, reviews, plan check and processing of residential and commercial construction documents and applications received. She effectively answers inquiries and handles complaints in a professional and timely manner. She maintains accurate records, databases, and communication from application through final permit issuance. She processes and provides monthly building reports to public and governmental agencies.

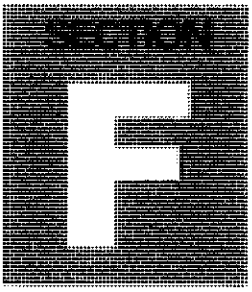
Title Administration Technician/Recorder
2009 – 2014 Tulare County

Building Permit Technician
2006 – 2009 City of Big Bear Lake

Senior Building Permit Specialist (Contract)
2004 – 2006 Various Southern California Cities

Engineering Counter Technician
2001 – 2004 City of Big Bear Lake

- Provided information and assisted members of the public/permit applicants regarding permit processes and requirements, fees, inspections, time frames, building codes, and other related ordinances and local laws.
- Interviewed and obtained technical information from customers in order to assist them with the permit process, and informed them of special requirement areas such as high fire hazard areas and flood zones.
- Calculated and collected fees for building permits. Coordinated fee collections with outside agencies to ensure that all permit requirements were being met.
- Performed plan checks, when appropriate, for over-the-counter permit issuance.
- Assisted building inspectors and various city departments by performing code and records research and compiling data. Scheduled building inspections.
- Reviewed property and title documents to determine whether legally recordable. Recorded, indexed and prepared documents for entry into public records data base.
- Maintained computer files and manual files on all building permits activity.
- Maintained office calendar to coordinate work flow and meetings.
- Monitored and assisted with department updates on organization's website.



Fee Proposal

We offer the following fee proposal for the City's consideration. We are open to discussing the fee proposal outlined below and further refining our approach based on the City's specific service needs. Our proposal is based on the services required in the RFP.

It is our understanding that the City will provide the following:

1. Use of office space at City Hall that is approximately the same square footage and configuration currently occupied by the Building and Safety Division.
2. Use of approximately three City office telephones.
3. The use of City office furniture.
4. Use of approximately three (3) network computers with scanners
5. Use of a City copier.

PART I – SERVICES BASED ON HOURLY FEE STRUCTURE

Permit Technician and Community Outreach Coordinator Services will be provided on an hourly basis.

Estimated Total Cost of Services each budget year:

Counter Services.....$90,000

Community Outreach Coordinator.....as needed

Additional services requested and authorized by the City will be performed at the hourly rates shown below.

Certified Classification	Hourly Rate
Building Official	120
Permit Technician I	45
Permit Technician II	50
Permit Technician III	55
Plan Check Specialist I	80
Plan Check Specialist II	90
Plan Check Specialist III	100
Plan Check Engineer	110
Senior Plan Check Engineer	120
Structural Plan Check Engineer	130
Building Inspector I	75
Building Inspector II	80
Building Inspector III	85
Community Outreach Coordinator	80
CASp Specialist	105

Rates are typically reviewed *yearly on July 1 and may be subject to revision unless under specific contract obligations.*

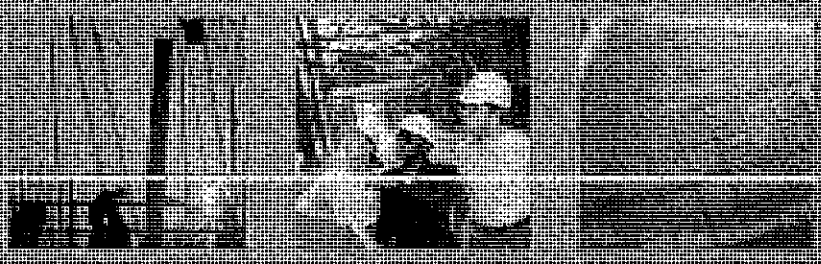
PART II – BUILDING OFFICIAL, PLAN CHECK & INSPECTION FEES BASED ON CITY FEES

Building Official, Plan Check & Inspection Services will be provided on a percent of fees basis.

We propose the following fee schedule for building official, plan check and inspection services based on the City's Master Fee Schedule:

- ✓ 75% of the plan check and permit fees collected by the City

J.A.S



CITY OF BANNING:
BUILDING & SAFETY SERVICES

JAS

Building & Safety Support Services

April 22, 2015

Brian Guillot
Acting Community Development Director
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: RFQ – Plan Review & Inspection Services

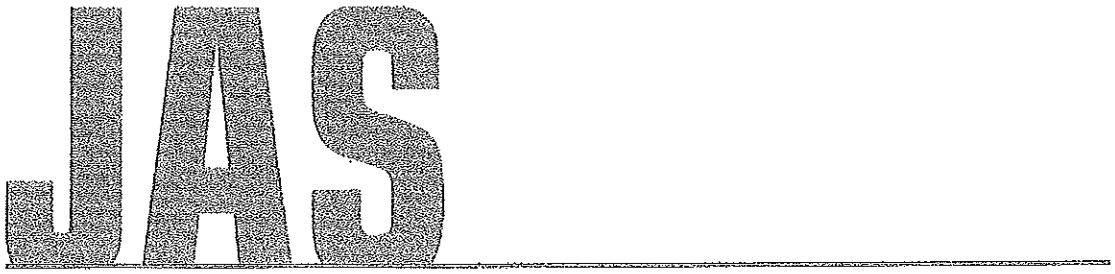
Mr. Guillot,

Please accept this proposal as a formal response to the City of Banning's (City) request for qualifications for building and safety services, as submitted by Jason Addison Smith Consulting Services, Inc., (DBA JAS Pacific) to be valid for a period of 90 days from the date of submittal.

Founded and incorporated in California in 1993, JAS Pacific is a full-service comprehensive provider in building and safety services, including plan check, inspection, permit center and public information counter, clerical assistance, full department management and administration, urban planning and public works, and specialized management services. JAS Pacific is prepared to provide the City with professional building and safety services as detailed in the request for qualifications, through the contracting of certified Plans Examiners, Building Inspectors, Permit Technicians, and a Chief Building Official. Through contracting with JAS Pacific for these services, the City will maintain its building standards throughout the community thus ensuring compliance and minimize liability and risk factors. Additionally, JAS Pacific will provide said services in a responsive, cost-effective manner, not compromising thorough customer service to the City, its residents, businesses, and developers. It is our intent to demonstrate to the City our stability and expertise in the area professional building and safety services. In a service-oriented industry, the demand and service levels for building and safety support services are dictated by an ever-fluctuating economy that affects all levels of government. JAS Pacific delivers services in an adaptive, tailored, and responsive approach and clients' needs shape their service programs.

JAS Pacific has provided building and safety support services for over 21 years in California. With our main office located at 201 North Euclid Avenue, Suite A, Upland, California, we currently provide services to numerous local and regional governmental entities throughout the state ranging in size and geography, providing a sufficient labor commitment for both temporary and long term staffing. Our strong presence in the region offers the strength, stability, experience, and technical competence that is desired of a contractor of plan check, inspection, and permit processing services. Because of our reputation and expertise, JAS Pacific is both organizationally and financially sound.

With the management team possessing over 160 collective years of experience, JAS Pacific provides each city, town, or county with a tailored service program to meet their needs. JAS Pacific has a multitude of resources from which the City will benefit from. We employ nearly 100 professionals, of which are assigned out of our Corporate Office in Upland, CA, with valuable experience from a number of disciplines; including certified code enforcement officers, building inspectors, permit technicians,



building officials, plan reviewers, and qualified engineers. With this experience also comes extensive accreditation and expertise including licensed engineers and professional registration or certification from International Code Council (ICC), California Building Officials (CALBO), International Association of Plumbing and Mechanical Officials (IAPMO), California Association of Code Enforcement Officers (CACEO), and other professional agencies. Additionally, JAS Pacific provides LEED certification, Residential Energy Services Network (RESnet), California Association of Building Energy Consultants (CABEC), National Pollutant Discharge Elimination System (NPDES), and Certified Access Specialist program (CASp) services.

All services provided by JAS Pacific will adhere to the requirements of City, County, State, and Federal regulations. JAS Pacific staff can make available to the City a broad offering of expertise in all areas of building and safety services. With a diverse team of in-house professionals, boasting a full breadth of experience in all levels of local government, JAS Pacific has a solid foundation allowing for efficient contract implementation and service delivery. Throughout the past 21 years, JAS Pacific has obtained substantial experience in providing local governmental entities with building and safety services. We understand local governmental agencies, challenges faced, and lessons learned which has enabled us to develop methodologies and business practices allowing for the delivery of said services seamlessly and efficiently. The City will benefit from our successes through contracting with JAS Pacific for the requested services. We believe our reputation and demonstrated experience throughout California speak for themselves and we look forward to working with you.

As the assigned Management Contact and Project Manager for the City, please contact me directly at (800)818-3677 if you have any questions. Additionally, my resume is provided in the attached proposal.

Respectfully,

Jack Leonard, PE, CBO
Vice President
JAS Pacific
201 N. Euclid Ave. Suite A
Upland, CA 91786
909.605.7777 Office
jack@jaspacific.com

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SUMMARY SHEET

Jason Addison Smith Consulting Services, Inc., (DBA JAS Pacific), will provide the City of Banning (City) with professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services through a tailored service program to meet its needs. JAS Pacific has a multitude of resources from which the City will benefit from. JAS Pacific proposes to assign Mr. Jack Leonard as the Management Contact and Project Manager and he will manage all aspects of the contract serving as the contact person for professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services. Mr. Leonard has over 25 years of experience in both the private and public sector in building and safety services. As a California licensed civil engineer and ICC certified building official, we are confident that the County will also consider him an asset (resume is provided is section V. Experience).

JAS Pacific understands the importance of the role assigned staff take and their impact on the overall success in the delivery of professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services for the City. We will also provide the City with a professional technical team with the required expertise to meet the service needs as detailed in the request for proposals. All assigned staff are registered or certified in accordance with the CA Health and Safety Code Section 18949.28 from the ICC (International Code Council), IAPMO (International Association of Plumbing and Mechanical Officials), NFPA (National Fire Protection Association), and/or other appropriately recognized state, national, or international organizations or agencies, as determined by the City. The area of registration or certification will be closely related to the primary job function, as determined by the City.

With a management team possessing over 160 collective years of experience, JAS Pacific boasts one of the most qualified and affluent building and safety administrations in the industry. Below are the proposed personnel who will be assigned to the City and assisting in the delivery of professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services. Personnel will be available throughout the term of the contract.

KEY STAFF MEMBERS - MANAGEMENT		
Staff	**Education/Professional Certifications**	**Experience**

Fady Mattar, PE, CBO
President
	International Code Council:
	Building Official, Mechanical Inspector, Plumbing Inspector, and Instructor
	State of California:
	Licensed Mechanical Engineer
	Education:
	Master of Science, Mechanical Engineering
	Bachelor of Science, Mechanical Engineering
		Over 40 years of building and safety experience:
		• **JAS Pacific** – President
		• **City of Long Beach**
		  • Acting Director of Planning and Building
		  • Superintendent of Building and Safety
		• **County of Los Angeles**
		  • Assistant Superintendent of Building
		  • District Engineer
		  • Section Head, Funding

Jack Leonard, PE, CBO **Vice President** **Management Contact/** **Project Manager**	**International Code Council:** Building Official **State of California:** Licensed Civil Engineer **Education** Bachelor of Science, Civil Engineering	**Over 30 years of building and safety experience:** • **JAS Pacific** – Vice-President • **City of Santa Monica** – Building Director • **JTLeonard Engineering** – Engineer • **City of Bakersfield** – Building Director • **Minner & Davis** – Design Engineer • **Boyle Engineering Corporation** – Asst. Engineer

KEY STAFF MEMBERS – CHIEF BUILDING OFFICIAL		
Staff	**Education/Professional Certifications**	**Experience**

Gregory Gerlach, CBO
Chief Building Official
	International Code Council:
	Building Official, Electrical Inspector, Plumbing Inspector, Building Plans Examiner, and Building Inspector
	
	International Association of Plumbing and Mechanical Officials:
	Plumbing Inspector UPC
	
	Education:
	Bachelor of Science, Geography
		Over 30 years Building & Safety experience:
		• **JAS Pacific** – Building Inspector
		• **VCA Code Group** – Assistant Building Official
		• **City of Arcadia** – Building Official
		• **City of Montebello**
		  • Plans Examiner
		  • Combination Building Inspector

KEY STAFF MEMBERS - PLANS EXAMINERS		
Staff	**Education/Professional Certifications**	**Experience**

Elie Nasr, PE
Plans Examiner
	International Code Council:
	Plans Examinor
	
	State of California:
	Licensed Professional Civil Engineer
	
	Education:
	Master of Science, Structural Engineering
	Bachelor of Science, Civil Engineering
		Over 32 years of plan check experience:
		• **JAS Pacific** – Plan Check Engineer
		• **County of Orange**
		  • Senior Civil Engineer
		  • Civil Engineer
		• **Gouvis Engineering** – Project Engineer

Sea Fan, SE **Plans Examiner**	**State of California:** Licensed Professional Civil Engineer Licensed Professional Structural **Education:** Master of Science, Business Administration Master of Science, Civil Engineering	**Over 31 years of plan check experience:** • **JAS Pacific** – Plan Check Engineer • **City of Anaheim** – Plan Check Supervisor • **City of Ontario** – Plan Check & Permit Services Manager • **City of Los Angeles** – Sr. Structural Engineer
Iraj Mansouri, PE **Plans Examiner**	**International Code Council:** Plans Examiner **State of California:** Licensed Professional Civil Engineer **Education:** Master of Science, Civil Engineering Bachelor of Science, Civil Engineering	**Over 35 years of plan check experience:** • **JAS Pacific** – Plan Review Engineer • **AAE, Inc.** – Senior Plan Review Engineer • **City of Rancho Cucamonga** – Senior Plan Review Engineer • **City of Orange** – Senior Plan Review Engineer • **Zand Associates** – Plan Review Engineer • **CompuData, Inc.** – Design Engineer
Emmanuel Agustin, PE **Plans Examiner**	**State of California:** Licensed Professional Electrical Engineer **Education:** Bachelor of Science, Electrical Engineering	**Over 35 years of plan check experience:** • **JAS Pacific** – Plan Review Engineer • **City of Los Angeles** – Electrical Engineering Associate I, II & III • **State of California, Caltrans** – Assistant Electrical Engineer

KEY STAFF MEMBERS - PLANS EXAMINERS (continued)		
Edmund Lee, PE **Plans Examiner**	**International Code Council:** Plans Examiner, Building Inspector **State of California:** Licensed Professional Civil Engineer **Education:** Master of Science, Structural Engineering Bachelor of Science, Civil Engineering	**Over 27 years of plan check experience:** • **JAS Pacific** – Plan Check Engineer • **Transtech Engineers Inc.** – Deputy Building Official • **W. Lind Engineering** – Plan Check Engineer

KEY STAFF MEMBERS - BUILDING INSPECTORS		
Staff	**Education/Professional Certifications**	**Experience**
Michael Lungren, **Building** **Inspector**	**International Code Council** Building Inspector, Mechanical Inspector **International Association of Plumbing and Mechanical Officials:** Plumbing Inspector UPC **Education:** Construction Technology	**Over 15 years of construction inspection experience:** • **JAS Pacific** – Building Inspector • **City of Hesperia,** Contract Building Inspector • **GCS General Construction Services** – Foreman • **MSL General Construction** – Contractor • **Exact Build Inc.** – Project Manager
Arthur Miller, **Building Inspector**	**International Code Council** Building Inspector, Electrical Inspector, Mechanical Inspector, Plumbing Inspector **Education** AA, General Education	**Over 30 years of Building Inspection experience:** • **JAS Pacific,** Building Inspector • **County San Bernardino,** Contract Building Inspector • **County Riverside,** Building Inspector II • **Self Employed,** General Contractor

KEY STAFF MEMBERS - PERMIT TECHNICIAN		
Staff	**Education/Professional Certifications**	**Experience**
Wendy Menendez **Permit Tech**	**Education:** Bachelor of Science, Business Management **International Code Council:** Permit Technician	**Over 6 years of permit technician experience:** • **City of Torrance,** Permit Technician • **City of Santa Monica,** Building and Safety Office Assistant

KEY STAFF MEMBERS – ADDITIONAL SERVICES CASp		
Staff	**Education/Professional Certifications**	**Experience**
Brian Lee, RA **CASp**	**International Code Council** Building Official, Accessibility Inspector/Plans Examiner, Building Inspector, Building Plans Examiner **State of California:** Registered Architect, CASp, and General & Electrical Contractor **Education:** Bachelor of Science, Environmental Design	**Over 40 years of building and safety experience:** • **JAS Pacific** – Plan Check Architect • **BhLA** – Principal / Architect • **University California Riverside** – Professor • **Mount San Antonio College** – Professor • **City of Whittier** – Building Official • **City of Chino** – Redevelopment Specialist / CIP Manager • **City of West Covina** – Construction Coordinator

ALLOCATION OF RESOURCES

Founded and incorporated in California in 1993, Jason Addison Smith Consulting Services, Inc., (DBA JAS Pacific), is a full-service comprehensive provider in building and safety services, including plan check, inspection, permit center and public information counter, clerical assistance, full department management and administration, urban planning and public works, and specialized management services. JAS Pacific is prepared to provide the City of Banning (City) with professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services as detailed in the request for proposals, through the contracting of certified Plans Examiners, Building Inspectors, Permit Technicians, and a Building Official. No sub-consultants shall be used in the delivery of services to the City. Through contracting with JAS Pacific for these services, the City will maintain its building standards throughout the community thus ensuring compliance and minimize liability and risk factors. Additionally, JAS Pacific will provide said services in a responsive, cost-effective manner, not compromising thorough customer service to the City, its residents, businesses, and developers. It is our intent to demonstrate to the City our stability and expertise in the areas of professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services. In a service-oriented industry, the demand and service levels for building and safety support services are dictated by an ever-fluctuating economy that affects all levels of government. JAS Pacific delivers services in an adaptive, tailored, and responsive approach and clients' needs shape their service programs.

JAS Pacific has provided building and safety support services for over 21 years in California. With our main office located in Upland, California, we currently provide services to numerous local and regional governmental entities throughout the state ranging in size and geography, providing a sufficient labor commitment for both temporary and permanent staffing. Our strong presence in the region offers the strength, stability, experience, and technical competence that are desired of a contractor of professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services.

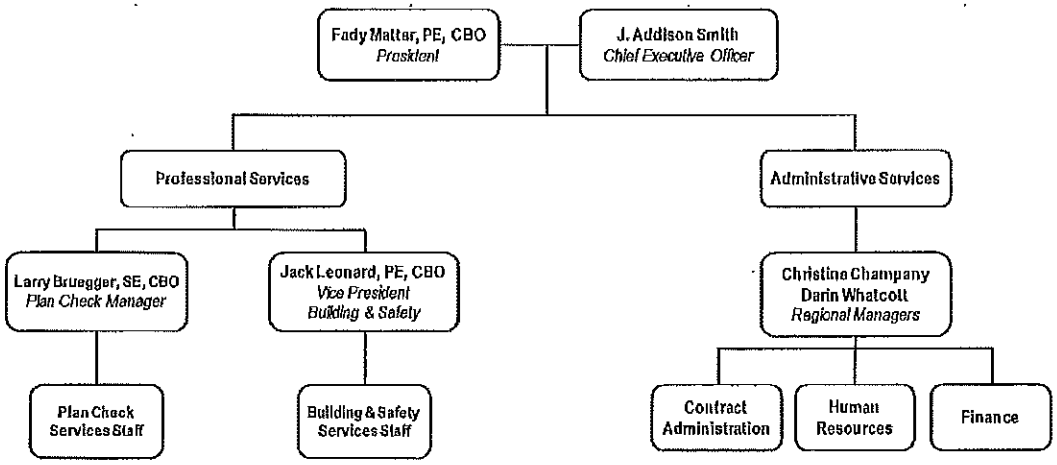
With the management team possessing over 160 collective years of experience, JAS Pacific provides each city, town, or county with a tailored service program to meet their needs. JAS Pacific has a multitude of resources from which the City will benefit from. We employ nearly 100 professionals with valuable experience from a number of disciplines; including certified code enforcement officers, building inspectors, permit technicians, building officials, plans examiners, and qualified engineers. With this experience also comes extensive accreditation and expertise including licensed engineers and professional registration or certification from International Code Council (ICC), California Building Officials (CALBO), International Association of Plumbing and Mechanical Officials (IAPMO), California Association of Code Enforcement Officers (CACEO), and other professional agencies. Additionally, JAS Pacific provides LEED certification, Residential Energy Services Network (RESnet), California Association of Building Energy Consultants (CABEC), National Pollutant Discharge Elimination System (NPDES), and Certified Access Specialist program (CASp) services.

All services provided by JAS Pacific will adhere to the requirements of City, County, State, and Federal regulations. JAS Pacific staff can make available to the City a broad offering of expertise in all areas of building plan check and inspection services including full management of Building Services Division and permit issuance services. With a diverse team of in-house professionals, boasting a full breadth of experience in all levels of local government, JAS Pacific has a solid foundation allowing for efficient contract implementation and service delivery. Throughout the past 21 years, JAS Pacific has obtained substantial experience in providing local governmental entities with building and safety services. We understand local governmental agencies, challenges faced, and lessons learned which has enabled us to develop methodologies and business practices allowing for the delivery of said services seamlessly and efficiently. The City will benefit from our successes through contracting with JAS Pacific for the requested services.

Below is JAS Pacific's organization chart, proposed allocation of resources, and project schedule and will adjust the level of services provided based on the City's needs.

JAS

A. Organization Chart



B. Resource Allocation

Task Description	Proposed Weekly Hours by Position						
	Project Manager	Building Official	Plans Examiner	Building Inspector	Permit Technician	Community Outreach Coor.	Total
Project Management	As Needed						
Administration		20					
Plan Check		20	As Needed				
Building Inspection				40			
Permit Issuance					40		
Community Outreach						10	
Number of Positions	1	1	5	2	2	1	12

C. Project Schedule

Upon notification of contract award, JAS Pacific proposes the following project schedule:

Project Milestone	Estimated Date of Completion
Contract Negotiations Complete	May 18, 2015
Transition Meeting – Phase I Planning	May 25, 2015
City's Budget and Finance Committee Review	June 1, 2015
City Council Contract Approval	June 9, 2015
Staff Interviews	June 10 – June 12, 2015
Transition Meeting – Phase II Staffing	June 15, 2015
Contract Implementation	July 1, 2015

SCOPE OF WORK

JAS Pacific is proposing to provide the City with seamless quality professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services within the requested timeframes, as detailed in the request for proposals. Our service procedures are thorough meeting all expectations including great customer service and efficient response times, without compromising quality. As part of JAS Pacific's over arching goal to attain customer satisfaction, a tailored service delivery system is developed, service models are effective and efficient, and procedures adapted to meet the City's requirements. We are confident that we can accommodate the City's financial needs as well as provide the desired level of customer service. Additionally, because of our available resources, we have the ability to alter the levels and types of service to address increased workloads and customer needs. Fully demonstrating our qualifications, below we provide a detailed discussion on the scope of work. This proposal will exhibit our principles, practices, and methods of latest code knowledge and application through the detailed scope of work and in our quality staff proposed. JAS Pacific will ensure that all structures are equal to or exceed the applicable City, State, and Federal regulations. JAS Pacific understands the City's needs and we have the resources to provide timely deployment. With limited City resources, contracting with JAS Pacific will afford the City more flexibility in the allocation of such resources.

JAS Pacific Services	City Benefit
Personnel	Superior level of customer service
Expertise	Consistent code application
Staffing Resources	Flexibility to meet all levels of demand
Contract Costs	Expenses are consistent with revenues

Acting on behalf of the City, JAS Pacific will provide superior levels of customer service, consistent code application, and develop seamless working relationships with City staff. Contracting with JAS Pacific will provide the City with a cost-effective alternative to a fully internally staffed department and allow the City to focus on other critical municipal matters. JAS Pacific will perform applicable functions as an extension of City staff and will follow all City procedures and directives. JAS Pacific understands the importance of excellent customer service not only to the City but to the clients we serve. We strive to meet and exceed all client expectations and we will create a cooperative work environment with the City and the clients we serve. Our understanding and approach to the proposed scope of work is detailed below.

A. Chief Building Official Administrative Services

JAS Pacific will provide the City with chief building official administrative services to oversee plan check, building inspection, and permit issuance services through the contracting of a full-time ICC Certified Building Official. The assigned Building Official will be fully qualified to perform all required management duties and meets all qualifications, education, and certification/licensing requirements. The assigned Building Official shall report to the City's Community Development and will not be reassigned without the concurrence of the City.

Chief Building Official Duties and Responsibilities:

- Serve as the City's Chief Building Official, enforcing construction codes to ensure public safety and health.
- Provide quality control review of plan checks and inspections.
- Prepare code updates each cycle for Municipal Code adoption.
- Respond and resolve resident inquiries and complaints.
- Provide Building Official Administration and process complex Building Code issues and dispute resolution.

- Contribute the necessary resources to the configuration, implementation and on-going support of an automated permitting system.
- Review discretionary applications for preliminary compliance with construction codes.
- Coordinate with Code Enforcement regarding an aggressive abatement program.
- Review and update the Building/Safety Procedures Manual.
- Report monthly on Building and Safety Activities as well as reports required for fee collection and other reports required by the State of California or other government agencies.
- Process Planning Commission & City Council staff reports related to Building & Safety items.
- Periodically attend Planning Commission & City Council meetings (as needed).
- Provide emergency and after hours inspection and reports of damaged properties or structures.
- Assist the City with ISO Audits if they arise.
- Scan copies of every plan in the catalog and attached scanned files to the appropriate parcel in the land management software. Complete this process within the first two years of the contract.
- Obtain electronic copies of 'As-Built' plans at the completion of each project and attach to the parcel in accordance with the City's record retention policy.
- Establish and implement office policies and procedures.
- Establish and implement building procedures to ensure a high level of customer satisfaction.
- Develop and implement proper forms in accordance with state laws and sound office procedures.
- Consult with building staff and provide support and direction.
- Supervise senior staff members and delegate supervisory authority to senior staff members in a judicious manner.
- Oversee and implement proper disciplinary procedures as necessary.
- Interface with City Department Managers and others within the City organization such as Public Works, Public Services, Planning, or Codo Enforcement personnel involved in the building inspection and plan check process.
- Coordinate with City Attorney in code processing and adoption in a timely manner.
- Check and process building plans and inspect building construction to insure compliance with approved plans and codes.
- Provide field inspection services for all construction, including complaints on non-permitted construction, regulated by State and local building codes.
- Provide counter services to issue permits, accept plan checks, answer technical questions, and provide a prompt and timely response to the public.
- Provide review, approval, and permitting for issuing of demolition, building or similar construction permits addressing water quality management plans from new development and significant redevelopment.
- Attend grievance hearings and the like to resolve disputes with developers, homeowners, commercial and office owners and the public.
- Provide appropriate and timely follow up on and resolution to complaints, and non-permitted work.
- Prepare for distribution to an outside vendor all building-related files and plans for periodic electronic scanning, and verify completeness of returned electronic scanning and indexing for accuracy.
- Resolve interpretation issues for compliance with adopted codes.
- Manage staffing levels and staff to ensure that all established timeframes are met and insure quality control review of plan checks and inspections.
- Provide code administration and interpretations.
- Attend meetings with City staff, City Council, Planning Commission, developers, contractors, and the general public as needed.
- Prepare, present, and advise on reports, budgets, procedures, regulations, and ordinances in response to City needs or changes in local, County, State, or Federal law.
- Ensure the coordination of plan review, inspections, and final approvals with other agencies (internal and external).

- Oversee the issuance of conditions of approval, stop work orders, notice of violations, notice and orders and inspection/plan review correction lists.
- Administer and process the adoption of new developing codes and standards in compliance with State/local regulations.
- Schedule/monitor inspections; supervise all JAS Pacific staff members and functions of the division.
- Provide periodic technical training for staff and City staff as appropriate to coordinate and make improvements.
- Monitor and make changes as necessary regarding the efficiency and success of current services, methods, and procedures.
- Enforce the adopted building laws of the City, including research of cede requirements, new materials, and methods of construction.
- Provide informational services such as building regulations, permitting procedures, development information, and city ordinances to the City public, permit applicants and developers.
- Develop and implement the goals, objectives, policies, and priorities for the Division as well as personnel.
- Contribute in the preparation and the development of the Building Services Division budget.
- Ability to fulfill all other required functions and duties as related to building services

B. Building and Safety Services

JAS Pacific will provide the City with building safety services including plan check, building inspection, public counter assistance services through the contracting of ICC Certified Plans Examiners, Building Inspectors, and Permit Technicians as required. All Building and Safety duties, including follow-up shall be performed timely and in a responsive manner. Assigned staff will also have sufficient on-going annual training in accordance with the requirements of AB 717 to perform their assigned duties.

1. Plan Check Services

Plan check services shall be provided through the contracting of ICC certified Plans Examiners whom meet all required qualifications, education, and certification/licensing as applicable for the field they will be working in. Additionally, all Plans Examiners possess the requisite skills and experience required to perform all duties and responsibilities below. The construction documents shall be reviewed for conformance with the applicable codes. Staff will not only identify building code issues within the plans, but also will address the big picture and offer helpful suggestions to reach life-safety and code compliance standards.

PLAN CHECK SERVICES	
Grading	Building
Electrical	Mechanical
Plumbing	Private Infrastructure
CASp	Structural
Fire & Life Safety	Green Building
Sustainable Building	Erosion Control (NPDES)

Plans Examiner Duties and Responsibilities:

- Check and process building plans to insure compliance with approved plans and codes.
- Provide review and approval for issuing of demolition, building, or similar construction permits addressing water quality management plans from new development and significant redevelopment.

- Review construction plans and calculations for their compliance with the latest or applicable editions of California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, amendments to those codes, and other applicable governmental codes and regulations
- Provide clear and concise written plan check corrections.
- Work with property owners, designers, architects, engineers and contractors to ensure the plan check corrections are addressed and reflected on construction documents.
- Provide plan check corrections pertinent building information required on permit to the City when plans are approved.
- Meet with developers and design professionals as required to address their questions on large and/or unique projects prior to plan check submittal.
- Route plans to various City departments; consolidate comments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.
- Maintain communications with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments.
- Respond timely to inquiries about projects from residents and applicants.
- Conduct site inspections to determine if the project has been completed in accordance with the final plans and specifications.
- Attend grievance hearings and the like to resolve disputes with developers, homeowners, commercial and office owners and the public.
- Provide appropriate and timely follow up on and resolution to complaints, and non-permitted work.
- Manage the project schedule in accordance with City's adopted timeframes.
- Be available during an emergency or natural disaster to assist the City with inspection services.
- Perform over the counter plan review of construction documents for simple construction projects
- Work with permit counter staff to facilitate the issuance of construction permits for approved construction documents.
- Ensure security and privacy, preventing theft, loss, or unauthorized copying of plans.
- Apply new Standards as prescribed by law when existing Codes are subsequently replaced by newer Codes.
- Assist the City with the code adoption process if necessary.
- Provide code interpretations.
- Maintain accurate records.
- Ensure availability during business hours to discuss and provide clarification of review comments, issues, and corrections with designers, applicants, and contractors via telephone or in person if necessary and available. Resolution of such instances may take place by telephone or by meetings prior to resubmitting corrected plans or documents.
- Performing other related duties, as required.
- Assist the City with ISO Audits if they arise.
- Scan copies of every plan in the catalog and attached scanned files to the appropriate parcel in the land management software. Complete this process within the first two years of the contract.
- Obtain electronic copies of 'As-Built' plans at the completion of each project and attach to the parcel in accordance with the City's record retention policy.
- Process public records requests.
- Review and update the Building/Safety Procedures Manual.
- Prepare statistical reports.
- Prepare for and participate in inter-departmental pre-development review. During the periodic meetings, cases are reviewed by members of the Planning, Building, Engineering, Fire, and Utility divisions of the City, as well as a Calfire representative, and comments are given to the applicant's project team.
- Provide building code abatement administration and inspection (including the lien process).

2. Building Inspection Services

JAS Pacific will provide the City with inspection services through the contracting of Building Inspectors. All Building Inspectors are fully qualified to perform residential, commercial, and industrial inspections. All inspectors meet all qualifications, education, and certification/licensing requirements including an ICC Building Inspector certification as needed to perform all required duties. All JAS Pacific assigned building inspectors shall be equipped with the necessary tools and equipment when performing inspection services on behalf of the City. Assigned staff will also have a reasonable degree of annual training in accordance with the requirements of AB 717.

INSPECTION SERVICES	
Building	Electrical
Plumbing	Mechanical
Grading	CASp
Fire	Grading
Erosion Control	Combination Residential
Sustainable Building	Green Building

Building Inspector Duties and Responsibilities:

- Provide field inspection services for all construction, including complaints on non-permitted construction, regulated by State and local building codes.
- Inspect building construction to insure compliance with approved plans and codes.
- Perform combination inspections on construction projects to determine that all aspects of work such as building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation and disabled access requirements including all local and state requirements.
- Attend grievance hearings and the like to resolve disputes with developers, homeowners, commercial and office owners and the public.
- Provide appropriate and timely follow up on and resolution to complaints, and non-permitted work.
- Read and study project specifications, plans, reports, and calculations to become familiar with projects prior to inspection, and ensuring compliance with all applicable requirements.
- Inspect commercial, industrial, or residential buildings during various stages of construction.
- Be available during an emergency or natural disaster to assist the City with inspection services.
- Approve certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
- Participate in reviews with technical consultants, fire, health, and other government agency inspectors, as well as owners.
- Assist in the coordination of job site conferences with technical consultants, engineers, architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements, and clarify or resolving any questions or problems prior to commencing work.
- Recognize and require soil tests where evidence indicates soil instability.
- Prepare inspection notices of noncompliance on incorrect construction methods or materials found during inspection; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.
- Maintain a record of non-complying items and follow up to achieve resolution of such items. Record all significant construction-related activities and events such as work completed to provide a chronological and factual history of inspection on assigned construction projects.

- Inspect buildings alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations, or the demolition of such structures.
- Testify in court, if necessary.
- Maintain accurate records.
- Respond to telephone inquiries about code requirements and inspection procedures relating to assigned projects.
- Handle resident inquiries and resolve complaints.
- Perform other related duties, as required.
- Process public records requests.
- Review and update the Building/Safety Procedures Manual.
- Prepare statistical reports.
- Provide construction and demolition debris recycling.
- Prepare for and participate in inter-departmental pre-development review. During the periodic meetings, cases are reviewed by members of the Planning, Building, Engineering, Fire, and Utility divisions of the City, as well as a Calfire representative, and comments are given to the applicant's project team.
- Provide building code abatement administration and inspection (including the lien process).

3. Public Counter Assistance Services

JAS Pacific will provide the City with public counter assistance services through the contracting of Permit Technicians. All Permit Technicians meet all qualifications, education, and certification/licensing requirements including an ICC Permit Technician certification as required to perform all necessary duties.

Permit Technician Duties and Responsibilities:

- Provide the services of a permit technician to cover the Building Services Division public counter, answer phone calls, and issue permits.
- Maintain communications with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments.
- Respond to inquiries about projects from residents and applicants.
- Provide customer support and assistance at the Permit Center counter and over the phone to architects, engineers, and contractors by providing technical information concerning building and construction permit requirements, zoning regulations, and other information needed to comply with State, County, and City laws and building codes.
- Accept plans, compute charges and fees, and issue related permits.
- Process permit applications and provide plan intake including the calculation of a variety of fees.
- Provide information to the general public.
- Prepare statistical reports.
- Maintain records and prepare documents for storage and/or imaging.
- Maintains NPDES records for new construction.
- Assist the public in completing permit applications and other necessary forms.
- Determine permit, plan, and process requirements for permit applicants.
- Notify permit applicants when construction documents or permits are ready for pick-up or issuance.
- Review permit applications and other pertinent information at the counter to verify accuracy and completeness of information.
- Review and approve less complicated non-structural plan checks over the counter.
- Maintain a variety of permit-related records.
- Verify that projects have obtained all necessary approvals before issuing permits and that the following have been filed with the City: valid contractor's license, workers' compensation and valid business license information.

- Perform other related duties, as required.
- Make the final check of forms, permit applications, bonds, easements, waivers, and affidavits for accuracy, completeness, and compliance with all pertinent laws.
- Read and interpret plans at the public counter, assisting the public with plan check submittals, and issuing permits.
- Coordinate the routing, filing, and logging of plans, permits, and workers' compensation insurance certificates to appropriate sections or agencies.
- Provide knowledgeable, professional, quality public information counter services.
- Provide information regarding the building permit process and inspection processes.
- Process and route applications, inspection, and plan review status requests.
- Provide superior customer service.
- Assist the City with ISO Audits if they arise.
- Scan copies of every plan in the catalog and attached scanned files to the appropriate parcel in the land management software. Complete this process within the first two years of the contract.
- Obtain electronic copies of 'As-Built' plans at the completion of each project and attach to the parcel in accordance with the City's record retention policy.
- Process public records requests.
- Review and update the Building/Safety Procedures Manual.
- Prepare statistical reports.
- Provide permit issuance annual update reports to outside agencies.

C. Additional Programs

JAS Pacific is prepared to provide the City with community outreach services through the contracting of a Community Outreach Coordinator. These services are designed to help residents create stable, healthy, livable neighborhoods through empowerment and encouraging active roles in the improvement of their community. In an effort to increase public awareness of established community standards, our staff actively works with residents and businesses with the purpose of resolving in advance the filing of any code enforcement action through public education on the City's code requirements. This program encourages citizen involvement in preventing, identifying, and reporting code violations. By doing so, conditions that contribute to blight and deterioration are eliminated resulting in a clean, safe community and desirable place to live.

Community Outreach Coordinator Duties and Responsibilities:

- Increase public awareness of established community standards.
- Provide public education in regards to code enforcement issues throughout the community including housing issues, abandoned properties, public nuisance, weed abatement, zoning, graffiti, and others.
- Develop and provide handouts, brochures, and presentations at community meetings.
- Make all materials available via the City's website.
- Provide excellent customer service skills.
- Maintain thorough knowledge of building and safety, landscaping, water quality, and other typical code enforcement regulations.
- Coordinate and attend various community meetings and workshops to address code enforcement topics.
- Work with communities to facilitate voluntary compliance with City laws and codes and empower community self-help programs.
- Coordinate outreach efforts with the Code Enforcement Division.
- Encourage citizen involvement in identifying and reporting code violations.

PROJECT APPROACH

JAS Pacific understands the City's needs. We propose to tailor a service delivery system that meets and exceeds the City's expectations. Additionally, due to our available resources we have the ability to offer flexibility that result in the greatest benefit to the City. We can provide the City with options on the configuration of staffing for the delivery of professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services that strike a balance between efficiency and quality. JAS Pacific, in the delivery of these services, takes care of staffing – including salaries and benefits – transportation, insurance, certifications, and continuing education. In the delivery of services to the City under the proposed agreement, JAS Pacific will not be utilizing sub-contractors.

Under the proposed agreement with the City for professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services, JAS Pacific shall provide staff that:

- Provide services in a timely and responsive manner;
- Are assigned to City Hall on a full-time basis;
- Are experienced in the fields that they are assigned; and
- Can successfully manage multiple tasks, assignments, and responsibilities.

It shall be the City's responsibility to provide the following office space and equipment:

- Use of office space at City Hall that is approximately the same square footage and configuration currently occupied by the Building & Safety Division;
- Use of approximately 3 City office phones;
- Use of office furniture;
- Use of approximately 3 City network computers with scanners; and
- Copier.

JAS Pacific handles all assigned plan checks, inspections, and permit issuances through all phases of construction to the issuance of a certificate of occupancy. The overall results are structurally sound buildings and communities, satisfied customers, and a reputation of the City as being developer and builder friendly. We understand the City's requirements and know that a service program addressing both components will be satisfactorily negotiated. Below is our detailed approach on how the proposed services will be delivered and resources managed in order to accomplish the Scope of Work.

A. Chief Building Official Administrative Services

JAS Pacific is prepared to provide the City with chief building official services through the contracting of a full-time ICC certified Building Official. The Building Official shall provide a responsive and consistent level of professional service to the public and development community. The Building Official shall possess the required experience and qualifications as required to satisfactorily perform all duties and responsibilities.

B. Building and Safety Services

1. Plan Check Services

JAS Pacific is prepared to provide the City with both on-site and off-site as-needed plan check services through the contracting of ICC certified Plans Examiners. All Plans Examiners possess the necessary qualifications for assigned projects including all applicable ICC certifications with respect to the fields that they will be working and licensed engineers for all structural and geotechnical reviews. On-site plan check services are provided through the assignment of regular office hours for all Plans Examiners to perform services in-house. Off-site plan review services shall be provided timely and seamlessly and assigned staff are accessible to promptly respond to all inquiries. Off-site services are conducted via FedEx, daily and as needed, thus diminishing any impact of logistics. JAS Pacific provides an overnight courier service at no additional cost to the City or applicant for the receipt and delivery of plans. The appropriate registered engineer reviews or oversees the review of all plans. This type of approach is beneficial to the City providing a wide spectrum of expertise and the resources to meet any level of demand. For a detailed step-by-step review of the approach, please refer to 'Illustration A – Building Plan Check Work Plan' below. Services shall be provided

2. Inspection Services

JAS Pacific is prepared to provide the City with inspection services through the contracting of ICC certified Building Inspectors as needed to meet the City's demands. All Building Inspectors shall possess the required experience and qualifications to perform their assigned duties. The assigned staff will be responsible for all construction, emergency, disaster, and special inspection projects. For a detailed systematic review of the general approach, please refer to 'Illustration B –Inspection Work Plan' below. Services shall be provided 7:30a.m. to 5:00 p.m. Monday through Friday.

3. Public Counter Assistance Services

JAS Pacific is prepared to provide the City with public counter assistance services through the contracting of ICC certified Permit Technicians whom possess all professional qualifications to perform required duties. All assigned Permit Technicians shall be professionally qualified to perform permit processing and counter services and shall be provided to the City on an as-needed basis. Public counter assistance and permit issuance services shall be provided at City Hall from 7:00 a.m. to 6:00 p.m., Monday through Thursday or Monday through Friday 8 a.m. to 5 p.m. depending on the City's needs.

C. Additional Programs

JAS Pacific is prepared to provide the City with community outreach services through the contracting of a Community Outreach Coordinator whom is knowledgeable in the areas of building and safety, landscaping, water quality, and other typical code enforcement regulations. JAS Pacific shall work closely with the City in developing this program.

D. Turnaround Timeframes

JAS Pacific proposes the following turnaround timeframes for professional building and safety services:

TURNAROUND TIMEFRAMES	
Service	**Timeframe**
Major Plan Checks	14 calendar days
Subsequent Plan Checks	7 calendar days
Minor Plan Checks and Single Story Homeowner Additions	3 days if submitted into plan check or over the counter during a designated time period each day

Building Inspection	The following working day if request is received before 2 PM
Grading Plan Check	14 calendar days
Subsequent Grading Plan Checks	7 calendar days
Assistance at the public counter	Immediate during City Hall hours
Return of phone calls	By the end of the next business day
Monthly statistical accounting	Completed at the end of each month

E. Project Controls

JAS Pacific prides itself in the technical capabilities of its staff members and we take a multi-faceted approach to ensuring the quality of work provided to our clients through strong project controls. Project controls are critical to ensuring that costs are controlled, projects are monitored and stay within budget, and projects are completed within the proposed time frames. JAS Pacific employs a robust quality control program which is the basis of its strong project controls.

Quality control is addressed at three different levels including staff work performance, administrative oversight, and customer satisfaction. To ensure satisfactory staff work performance and work product quality, staff is encouraged to consult with other staff members on various code-related or jurisdictional topics, seek advice on unique or complex projects, look for specific areas of expertise, and/or learn the new code requirements. Additionally, as a resource for continuing education, we also provide a technical subject column from our most experienced staff members to help educate our staff and clients on note-worthy topics of the day and provide in-house and chapter training to maintain a high level of knowledge for our staff members.

Administrative oversight is also provided which involves our principal staff maintaining a close working knowledge of the product that our staff provides in order to make sure that their work is of the highest quality through periodic work sampling. Additionally, periodic meetings are held to review their progress and the client's needs. Our administrative staff is also highly trained on up-to-date industry methods in their respective area of expertise.

Lastly, quality control is addressed through ensuring customer satisfaction. Any issues or complaints are handled immediately upon receipt. The process leading up to resolution is monitored to ensure a satisfactory outcome and processes are followed to prevent a reoccurrence

In addition to these quality control measures, JAS Pacific also employs a professional administrative staff to support the City in all aspects of contract administration from cost analysis to accurate and timely invoices. Administrative staff will establish close professional working relationships with City staff to ensure the accuracy of all financial information.

Illustration A – Building Plan Check Work Plan

Below, the flow chart outlines the general approach to building plan check services for the City to be provided by an ICC certified Plans Examiner and can be modified to best suit the City's needs. The work flow is similar for both on and off-site services.

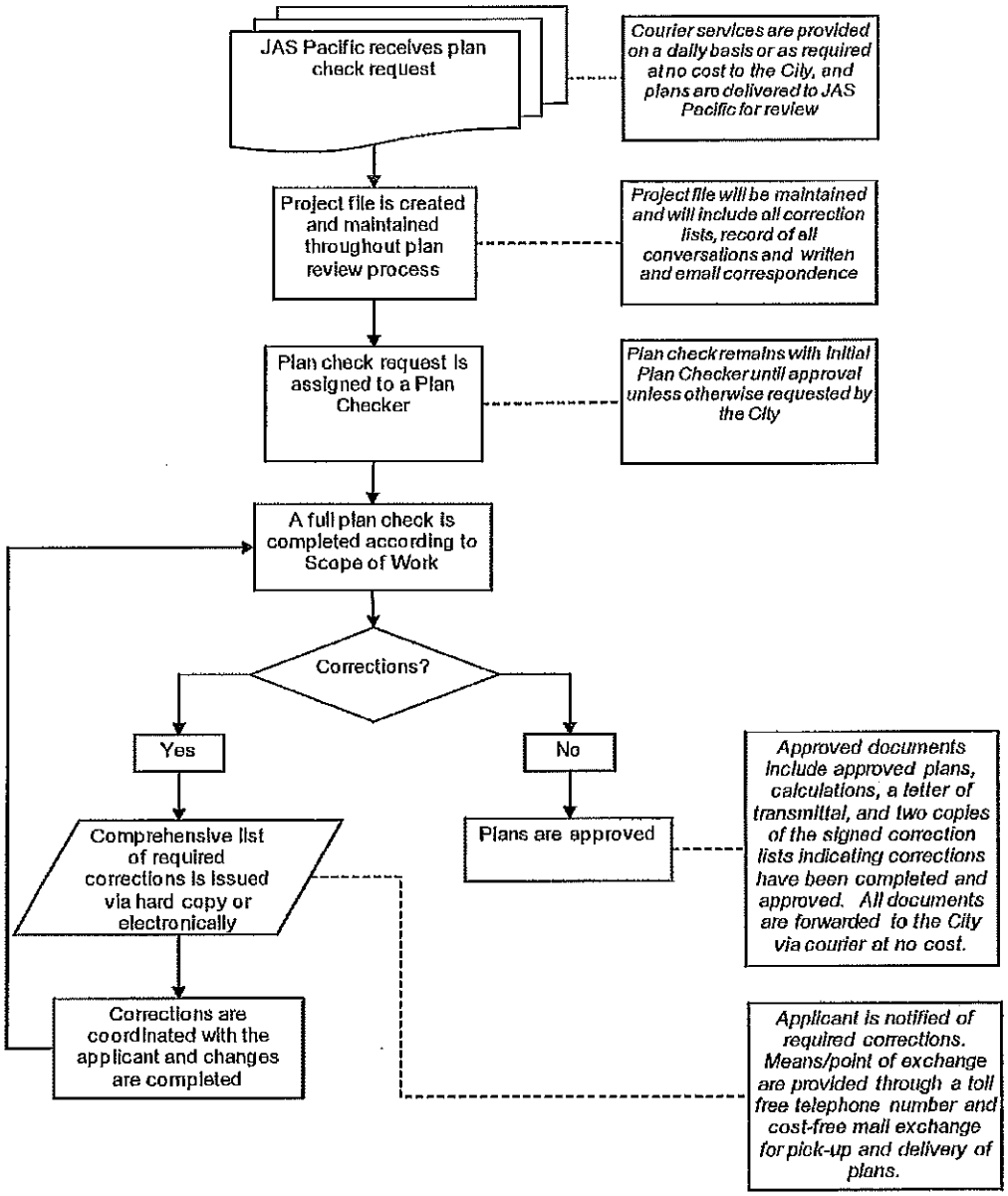
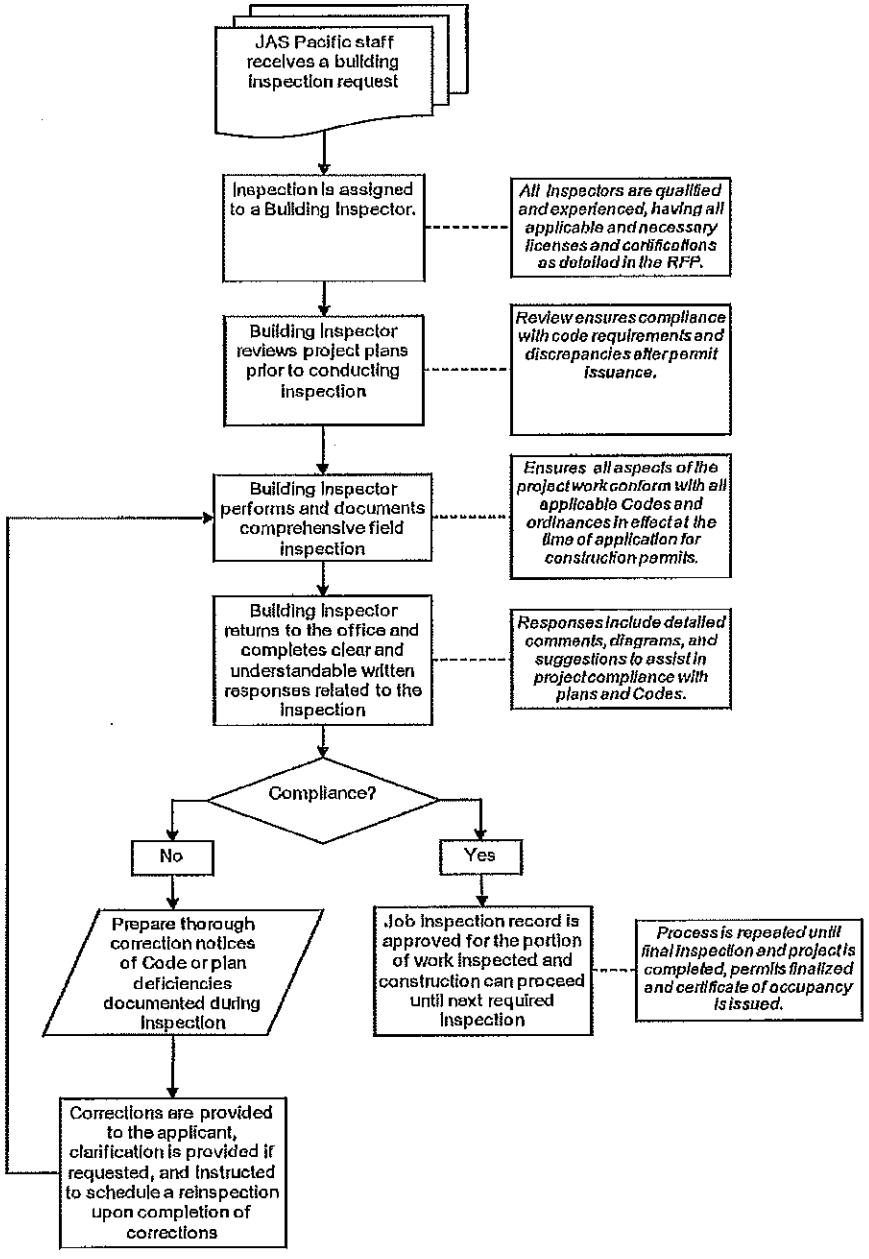


Illustration B – Building Inspection Work Plan

Below, the flow chart outlines the general approach to inspection requests and processing for the City to be provided by an ICC certified Building Inspector and can be modified to best suit the City's needs.



PREVIOUS RELEVANT PROJECTS AND REFERENCES

A. Relevant Projects

Because of our reputation and expertise, JAS Pacific is both organizationally and financially sound. Below is our detailed clientele base demonstrating our experience, including both long-term and new clients, for which we perform work of similar nature as proposed for the City within the last five years. Our clientele is indicative of our extensive experience, competence, strength, stability, and staffing capability. We have a long-standing reputation of excellent customer service and accuracy in the completion of services.

County Contracts

COUNTY OF LOS ANGELES, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS, BUILDING AND SAFETY DIVISION
Contact: Kit Bagnell, Assistant Superintendent of Building & Safety
Phone: (626)458-3164
Contract Services: Building Inspection, Building Permit Issuance, Code Enforcement, Plan Review
JAS Pacific currently provides administration assistance for the County's Department of Public Works, Building and Safety Division on an as-needed basis. Services include plan review, building permit issuance, building inspection, and code enforcement services.

COUNTY OF SAN BERNARDINO, CALIFORNIA
LAND USE SERVICES DEPARTMENT, BUILDING AND SAFETY DIVISION
Contact: Gia Kim, Assistant Director
Phone: (909)387-8311
Contract Services: Building Official, Building Inspection, Plan Review, Code Adoption, Department Assessment
JAS Pacific is currently providing the County with a Building Official, Building Inspection, Plan review and an assessment of the Building and safety department in which will result in recommendations of current procedural improvements to include but not limited to customer service, intake and processing of new submittals, plan review checklists, fee studies, employee training and staffing needs.

COUNTY OF SAN DIEGO, CALIFORNIA
PLANNING AND DEVELOPMENT DEPARTMENT, BUILDING AND SAFETY DIVISION
Contact: Matt Olson, PE, Senior Civil Engineer
Phone: (858)495-5374
Contract Services: Building Inspection
JAS Pacific currently provides building inspection services for the County's Building and Safety Department. Services include residential, industrial, and commercial inspections.

COUNTY OF SANTA BARBARA, CALIFORNIA
PLANNING AND DEVELOPMENT DEPARTMENT, BUILDING AND SAFETY DIVISION
Contact: Mark Matson, Deputy Building Official
Phone: (805)568-2000
Contract Services: Building Inspection, Building Permit Issuance, Plan Review
JAS Pacific currently provides plan review and building inspection services for the County's Planning and Developing Department, Building and Safety Division. Services include plan review, building permit issuance, building inspection, and code enforcement services. Expedited plan review services are provided on an as needed basis.

City Contracts

CITY OF BEVERLY HILLS, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT, DIVISION OF BUILDING & SAFETY DIVISION
Contact: Raj Patel, PE, Building Official
Phone: (310)285-1141
Contract Services: Building Inspection, Code Enforcement, Permit Issuance, Plan Review
JAS Pacific currently provides building plan review services for the City's Division of Building and Safety and Planning Division including ensuring compliance with all applicable building laws and providing expedited plan review services as needed.

CITY OF CATHEDRAL CITY, CALIFORNIA
BUILDING AND SAFETY DEPARTMENT
Contact: Barry Cox, Building Official
Phone: (760)202-2405
Contract Services: Building Inspection
JAS Pacific currently provides building inspection services for the City's Building and Safety Department. Services include residential, industrial, and commercial inspections.

CITY OF CHULA VISTA, CALIFORNIA
DEVELOPMENT SERVICES DEPARTMENT
Contact: Lou El-Kahzen, PE, Building Official
Phone: (760)409-1960
Contract Services: Permit Issuance
JAS Pacific currently provides a permit issuance services to the City's Development Services Department ensuring plans have all required approvals and providing customer service at the public counter.

CITY OF CULVER CITY, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT, BUILDING SAFETY DIVISION
Contact: Craig Johnson, PE, Building Official
Phone: (323)253-5818
Contract Services: Plan Review
JAS Pacific currently provides plan review services to the City's Building Safety Division including ensuring compliance with all applicable building laws and providing expedited plan review services as needed.

CITY OF EL SEGUNDO, CALIFORNIA
PLANNING AND BUILDING SAFETY DEPARTMENT
Contact: Sam Lee, PE, Building Official
Phone: (310)520-2307
Contract Services: Building Inspection
JAS Pacific currently provides building inspection services for the City's Planning and Building Safety Department. Services include residential, industrial, and commercial inspections.

CITY OF GLENDALE, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT, BUILDING AND SAFETY DIVISION
Contact: Jan Edwards, PE, Building Official
Phone: (323)548-3200
Contract Services: Plan Review
JAS Pacific currently provides plan review services to the City's Building and Safety Department including ensuring compliance with all applicable building laws and providing expedited plan review services as needed.

CITY OF GROVER BEACH, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT, BUILDING DIVISION
Contact: Bruce Buckingham, Building Official
Phone: (805)473-4520
Contract Services: Division Administration – Building Official, Building Inspection, Code Enforcement, Plan Review
JAS Pacific currently provides building plan review and building inspections for the City's Building Inspection and Planning Divisions including ensuring compliance with all applicable building laws and providing expedited plan review services as needed. Additional tailored services include providing a full-time Building Official to oversee the Building Inspection Division and code enforcement services.

CITY OF GUADALUPE, CALIFORNIA
BUILDING AND SAFETY DEPARTMENT
Contact: Andrew Carter, City Administrator
Phone: (805)343-1340
Contract Services: Division Administration – Building Official, Building Inspection, Permit Issuance, Plan Review
JAS Pacific currently provides administration assistance for all building and safety services for the City's Building and Safety Department. Services include building plan review (ensuring compliance with all applicable building laws), building permit issuance, and building inspection services. Expedited plan review services are provided as needed.

CITY OF HANFORD, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT, BUILDING DIVISION
Contact: Tom Webb, Building Official
Phone: (559)585-2581
Contract Services: Building Inspection
JAS Pacific has provided building inspection services for the City's Building Division. Services include residential, industrial and commercial inspections.

CITY OF HESPERIA, CALIFORNIA
BUILDING AND SAFETY DEPARTMENT
Contact: Mike Hearn, Building Official
Phone: (760)947-1311
Contract Services: Building Inspection, Permit Issuance
JAS Pacific currently provides building inspection services for the City's Planning and Building Safety Department. Services include residential, industrial, and commercial inspections. JAS Pacific has provided Permit Issuance services in previous years for the City.

CITY OF IRVINE, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT, BUILDING AND SAFETY
Contact: Joe Kirkpatrick, Building Official
Phone: (949)724-6320
Contract Services: Building Inspection, Code Enforcement, Permit Issuance, Plan Review
JAS Pacific currently provides building inspection, code enforcement, permit issuance, and plan services for the City's Building and Safety Department. Services include residential, industrial, and commercial inspections and plan review services.

CITY OF LA QUINTA, CALIFORNIA
BUILDING DIVISION
Contact: Greg Butler, Deputy Building Official
Phone: (760)777-7015
Contract Services: Building Inspection, Plan Review
JAS Pacific currently provides plan review and building inspection services to the City's Building and Safety Department including ensuring compliance with all applicable building laws and providing expedited plan review services as needed.

CITY OF LONG BEACH, CALIFORNIA
BUILDING AND SAFETY DEPARTMENT
Contact: Truong Huynh, Acting Superintendent of Building & Safety
Phone: (562)570-6921
Contract Services: Building Inspection, Plan Review
JAS Pacific currently provides plan review and building inspection services to the City's Building and Safety Department including ensuring compliance with all applicable building laws and providing expedited plan review services as needed.

CITY OF NEWPORT BEACH, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT, BUILDING AND SAFETY DIVISION
Contact: Seimone Jurjis, PE, Building Official
Phone: (949)644-3284
Contract Services: Permit Issuance, Plan Review
JAS Pacific currently provides plan review and permit issuance services to the City's Building and Safety Division including ensuring compliance with all applicable building laws and providing expedited plan review services as needed.

CITY OF RANCHO CUCAMONGA, CALIFORNIA
BUILDING AND SAFETY SERVICES DEPARTMENT
Contact: Trang Huynh, PE, Building Official
Phone: (909)477-2710
Contract Services: Building Inspection, Plan Review
JAS Pacific currently provides plan review and building inspection services to the City's Building and Safety Department including ensuring compliance with all applicable building laws and providing expedited plan review services as needed.

CITY OF SAN MARCOS, CALIFORNIA
DEVELOPMENT SERVICES DEPARTMENT, BUILDING AND SAFETY DIVISION
Contact: Barry Reynolds, Building Official
Phone: (760)744-1050
Contract Services: Building Inspection
JAS Pacific currently provides building inspection services for the City's Development Services Department, Building and Safety Division. Services include residential, industrial, and commercial inspections.

CITY OF SANTA MONICA, CALIFORNIA
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT, BUILDING & SAFETY DIVISION
Contact: Ron Takiguchi, PE, Building Official
Phone: (310)880-7614
Contract Services: Building Inspection, Building Official, Clerical, Code Enforcement, Permit Issuance, Plan Review
JAS Pacific has provided a full spectrum of building consulting services including administration, building plan review, building inspection, building permit issuance and code enforcement services to the City's Building and Safety Division. Since 2003, these services have been provided on an as needed basis.

CITY OF SHAFTER, CALIFORNIA
BUILDING DEPARTMENT
Contact: Dennis Fidler, Building Official
Phone: (661)746-5002
Contract Services: Plan Review
JAS Pacific currently provides plan review services to the City's Building Department including ensuring compliance with all applicable building laws and providing expedited plan review services as needed.

CITY OF TAFT, CALIFORNIA
PLANNING AND DEVELOPMENT DEPARTMENT, BUILDING DIVISION
Contact: Charles Tellis, Building Official
Phone: (661)763-1223
Contract Services: Building Inspection, Plan Review
JAS Pacific currently provides building inspection and plan review to the City's Community Development Department ensuring compliance with all applicable building laws.

CITY OF YORBA LINDA, CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT
Contact: Bob Silva, Building Official
Phone: (714)961-7100
Contract Services: Building Inspection, Permit Issuance, Plan Review
JAS Pacific currently provides building inspection and permit issuance to the City's Community Development Department ensuring compliance with all applicable building laws.

B. Terminated Projects

JAS Pacific has not had any contracts terminate within the last five years.

C. References

Below please find the required references demonstrating our dedication to excellent customer service and industry expertise.

Client Name	*Project Description/ Project Dates*	*Contact*	*Address*	*Telephone Number*
County of San Bernardino	Building Official, Building Inspection, Plan Review, Code Adoption	Gia Kim, Assistant Director	385 N. Arrowhead San Bernardino, CA 92415	(909)387-8311
City of Culver City	Plan Review	Craig Johnson, Building Official	9770 Culver Blvd. Culver City, CA	(310)253.5818
City of Glendale	Plan Review	Jan Edwards, PE Building Official	633 E. Broadway #101 Glendale, CA	(818)548-3200
City of Irvine	Building Inspection, Permit Issuance, Plan Review	Joe Kirkpatrick, Building Official	One Civic Ctr. Plaza P.O. Box 19575 Irvine, CA 92623-9575	(949)724-6320
City of Long Beach	Building Inspection, Plan Review	Truong Huynh, General Superintendent Development Services	333 W. Ocean Blvd. Long Beach, CA 90802	(562)570-6921
City of Newport Beach	Permit Issuance, Plan Review	Selmone Jurjis, PE Building Official	100 Civic Center Newport Beach, CA	(949)644.3282
City of Rancho Cucamonga	Building Inspection, Plan Review	Tang Huynh, PE Building Official	10500 Civic Center Rancho Cucamonga, CA	(909)477.2710
City of Santa Monica	Building Inspection, Code Adoption, Code Enforcement, Plan Review	Ron Takiguchi, PE, Building Official	1685 Main Street Santa Monica, CA 90401	(310)880-7614
City of Yorba Linda	Building Inspection, Permit Issuance, Plan Review	Bob Silva, Building Official	4845 Casa Loma Yorba Linda, CA	(714)961-7125

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EXPERIENCE

JAS Pacific will provide the City with professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services through a tailored service program to meet its needs. JAS Pacific has a multitude of resources from which the City will benefit from.

A. Experience of Proposed Personnel

JAS Pacific understands the importance of the role assigned staff take and their impact on the overall success in the delivery of professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services for the City. We will also provide the City with a professional technical team with the required expertise to meet the service needs as detailed in the request for proposals. All assigned staff are registered or certified in accordance with the CA Health and Safety Code Section 18949.28 from the ICC (International Code Council), IAPMO (International Association of Plumbing and Mechanical Officials), NFPA (National Fire Protection Association), and/or other appropriately recognized state, national, or international organizations or agencies, as determined by the City. The area of registration or certification will be closely related to the primary job function, as determined by the City.

With a management team possessing over 160 collective years of experience, JAS Pacific boasts one of the most qualified and affluent building and safety administrations in the industry. Below is a summary of the proposed key staff members who will be assigned to the City and assisting in the delivery of professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services followed by their individual resumes. Personnel will be available throughout the term of the contract.

JAS Pacific proposes to assign Mr. Jack Leonard as the Management Contact and he will manage all aspects of the contract serving as the contact person for professional building and safety services including building official administrative services, development review, public counter assistance, plan check, building inspection and building abatement services. Mr. Leonard has over 25 years of experience in both the private and public sector in building and safety services. As a California licensed civil engineer and ICC certified building official, we are confident that the County will also consider him an asset.

KEY STAFF MEMBERS - MANAGEMENT		
Staff	**Education/Professional Certifications**	**Experience**

Fady Mattar, PE, CBO
President
	International Code Council:
	Building Official, Mechanical Inspector, Plumbing Inspector, and Instructor
	State of California:
	Licensed Mechanical Engineer
	Education:
	Master of Science, Mechanical Engineering
	Bachelor of Science, Mechanical Engineering
		Over 40 years of building and safety experience:
		• **JAS Pacific** – President
		• **City of Long Beach**
		  • Acting Director of Planning and Building
		  • Superintendent of Building and Safety
		• **County of Los Angeles**
		  • Assistant Superintendent of Building
		  • District Engineer
		  • Section Head, Funding

Jack Leonard, PE, CBO **Vice President** **Management Contact/** **Project Manager**	**International Code Council:** Building Official **State of California:** Licensed Civil Engineer **Education** Bachelor of Science, Civil Engineering	**Over 30 years of building and safety experience:** • **JAS Pacific** – Vice-President • **City of Santa Monica** – Building Director • **JTLeonard Engineering** – Engineer • **City of Bakersfield** – Building Director • **Minner & Davis** – Design Engineer • **Boyle Engineering Corporation** – Asst. Engineer

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KEY STAFF MEMBERS – CHIEF BUILDING OFFICIAL		
Staff	**Education/Professional Certifications**	**Experience**

Gregory Gerlach, CBO
Chief Building Official
	International Code Council:
	Building Official, Electrical Inspector, Plumbing Inspector, Building Plans Examiner, and Building Inspector
	
	International Association of Plumbing and Mechanical Officials:
	Plumbing Inspector UPC
	
	Education:
	Bachelor of Science, Geography
		Over 30 years of building & safety experience:
		• **JAS Pacific** – Building Inspector
		• **VCA Code Group** – Assistant Building Official
		• **City of Arcadia** – Building Official
		• **City of Montebello**
		  • Plans Examiner
		  • Combination Building Inspector

KEY STAFF MEMBERS - PLANS EXAMINERS		
Staff	**Education/Professional Certifications**	**Experience**
Emmanuel Agustin, PE **Plans Examiner**	**State of California:** Licensed Professional Electrical Engineer **Education:** Bachelor of Science, Electrical Engineering	**Over 35 years of plan check experience:** • **JAS Pacific** – Plan Review Engineer • **City of Los Angeles** – Electrical Engineering Associate I, II & III • **State of California, Caltrans** – Assistant Electrical Engineer
Sea Fan, SE **Plans Examiner**	**State of California:** Licensed Professional Civil Engineer Licensed Professional Structural **Education:** Master of Science, Business Administration Master of Science, Civil Engineering	**Over 31 years of plan check experience:** • **JAS Pacific** – Plan Check Engineer • **City of Anaheim** – Plan Check Supervisor • **City of Ontario** – Plan Check & Permit Services Manager **City of Los Angeles** – Sr. Structural Engineer
Edmund Lee, PE **Plans Examiner**	**International Code Council:** Plans Examiner, Building Inspector **State of California:** Licensed Professional Civil Engineer **Education:** Master of Science, Structural Engineering Bachelor of Science, Civil Engineering	**Over 27 years of plan check experience:** • **JAS Pacific** – Plan Check Engineer • **Transtech Engineers Inc.** – Deputy Building Official • **W. Lind Engineering** – Plan Check Engineer

Iraj Mansouri, PE **Plans Examiner**	**International Code Council:** Plans Examiner **State of California:** Licensed Professional Civil Engineer **Education:** Master of Science, Civil Engineering Bachelor of Science, Civil Engineering	**Over 35 years of plan check experience:** • **JAS Pacific** – Plan Review Engineer • **AAE, Inc.** – Senior Plan Review Engineer • **City of Rancho Cucamonga** – Senior Plan Review Engineer • **City of Orange** – Senior Plan Review Engineer • **Zand Associates** – Plan Review Engineer **CompuData, Inc.** – Design Engineer

Elie Nasr, PE
Plans Examiner
	International Code Council:
	Plans Examiner
	
	State of California:
	Licensed Professional Civil Engineer
	
	Education:
	Master of Science, Structural Engineering
	Bachelor of Science, Civil Engineering
		Over 32 years of plan check experience:
		• **JAS Pacific** – Plan Check Engineer
		• **County of Orange**
		  • Senior Civil Engineer
		  • Civil Engineer
		• **Gouvis Engineering** – Project Engineer

KEY STAFF MEMBERS - BUILDING INSPECTORS		
Staff	**Education/Professional Certifications**	**Experience**
Michael Lungren, **Building Inspector**	**International Code Council** Building Inspector and Mechanical Inspector **International Association of Plumbing and Mechanical Officials:** Plumbing Inspector UPC **Education:** Construction Technology	**Over 15 years of construction inspection experience:** • **JAS Pacific**, Building Inspector • **City of Hesperia**, Contract Building Inspector • GCS General Construction Services – Foreman • MSL General Construction – Contractor • Exact Build Inc. – Project Manager ~~• Frontier Homes LLC – Superintendent~~**~~JAS Pacific – Plan Check Architect~~** **~~BhLA – Principal / Architect~~** **~~University~~**
Arthur Miller, **Building Inspector**	**International Code Council** Building Inspector, Electrical Inspector, Mechanical Inspector, Plumbing Inspector **Education** AA, General Education	**Over 30 years of building inspection experience:** • **JAS Pacific**, Building Inspector • **County San Bernardino**, Contract Building Inspector • **County Riverside**, Building Inspector II • **Self Employed**, General Contractor

KEY STAFF MEMBERS - PERMIT TECHNICIAN		
Staff	**Education/Professional Certifications**	**Experience**
Wendy Menendez	**Education:** Bachelor of Science, Business Management **International Code Council:** Permit Technician	**Over 6 years of permit technician experience:** • **City of Torrance**, Permit Technician • **City of Santa Monica**, Building and Safety Office Assistant

KEY STAFF MEMBERS – ADDITIONAL SERVICES		
Brian Lee, RA CASp	**International Code Council** Certified Building Official, Plans Examiner, Accessibility Inspector & Plans Examiner, Building Inspector **State of California** Registered Architect CASp General & Electrical Contractor **Education** BS, Environmental Design	**Over 30 years of Building & Safety experience:** • **City of Whittier** – Building Official • **University of Riverside** – Professor • **Mt. San Antonio College** – Professor • **City of West Covina**– Plan Reviewer • **City of Glendora** – Plan Reviewer • **City of Chino** – Plan Reviewer
David Williams **Community Outreach Coordinator**	**Rio Hondo College** PC 832 CACEO - Code Enforcement Basic Course CACEO - Code Enforcement Advanced Course CACEO - Code Enforcement Supervisor Course **California Association of Code Enforcement Officers** Certified Code Enforcement Officer	**Over 11 years of Code Enforcement experience:** • **JAS Pacific** – Code Enforcement Officer • **City of West Hollywood** – Business License Officer/Code Compliance Officer • **City of West Hollywood** – Deputy Clerk

B. Resumes

FADY MATTAR, PE, CBO, PRESIDENT
Responsibilities: Building and Safety Services

Building and Safety Services Work History

With over 40 years of public sector experience, Mr. Mattar has thorough knowledge and expertise in all aspects of building services. As a California licensed mechanical engineer, an ICC certified building official, instructor, and mechanical and plumbing inspector, he has held positions such as Mechanical Engineer, Chief Plumbing and Mechanical Inspector, and Supervising Mechanical Engineer. Mr. Mattar served as the Assistant Superintendent of Building for the Los Angeles County Department of Public Works from which he retired. Mr. Mattar's lengthy public works experience includes expertise in National Pollutant Discharge Elimination System (NPDES), and energy, mechanical, and plumbing reviews. Mr. Mattar has held several key positions with regulatory agencies and has been recognized by the California Building Standards Commission, ICC, IAPMO, and CALBO, among others, with many honors and awards. Following his retirement from Los Angeles County, Mr. Mattar served as the Superintendent of Building & Safety for the City of Long Beach for five years and currently the President of JAS Pacific. Additionally, Mr. Mattar has authored multiple ordinances that subsequently were adopted into the Model Code and the State of California Code in recognition of their value. He also authored the ICBO "Mechanical Code Applications Manual" and several chapters of the IAPMO "Uniform Mechanical Code Illustrated Training Manual." Mr. Mattar's experience was acquired while employed with the following entities:

- JAS Pacific, President
- City of Long Beach, Planning and Building Department, Acting Director of Planning & Building
- City of Long Beach, Planning and Building Department, Superintendent of Building and Safety
- Los Angeles County, Building and Safety Division, Assistant Superintendent of Building
- Los Angeles County, Building and Safety Division, District Engineer, Bellflower Regional Office
- Los Angeles County, Public Works, Planning Division, Section Head
- Los Angeles County, Building and Safety Division, Mechanical Section, Engineer
- Los Angeles County, Public Works, Waterworks Division, Mechanical Engineer

Education / Professional Licenses and Certifications / Affiliations

California State University, Long Beach
Bachelor and Master of Science,
Mechanical Engineering (with honors)

John F. Kennedy School of Government, Harvard University
Graduate of the Senior Executives, State and Local Government Program

State of California
Licensed Mechanical Engineer
California Building Standards Commission – Past Vice Chair

International Code Council
Certified Building Official
Certified Mechanical Inspector
Certified Plumbing Inspector
Certified Instructor

California Building Official
Educator the Year Award – 2004
Residential Mechanical Code Committee – Past Member

JACK LEONARD, PE, CBO, VICE PRESIDENT
Responsibilities: Management Contact

Building and Safety Services Work History

With over 25 years of experience, Mr. Leonard has a strong combination of both private and public sector expertise in building services. As a California licensed civil engineer and ICC certified building official, he has held positions such as Assistant Engineer, Design Engineer, Plan Review Engineer, Building Director, and Building Official. Mr. Leonard served as the Building Director for the City of Bakersfield from which he retired after over 16 years of service. Mr. Leonard's lengthy experience includes expertise in building structural, building life safety, mechanical, plumbing, and electrical reviews. He was responsible for the development and implementation of department policy; managed, organized, and oversaw the acquisition of personnel; directed the development and implementation of annual budget. Mr. Leonard also chaired and participated as a member of the Board of Zoning Adjustment; acted as the Public Hearing Officer for Code Enforcement Hearings and Animal Control Appeals Board; represented the Building Division at City Council meetings, Planning Commission meetings, Board of Building Appeals hearings, Accessible Appeals Board hearings, and at civil and criminal court proceedings. Another key area of responsibility was the interpretation and enforcement of California Building codes, laws, ordinances and regulations and the calculation and development of fee structures for building divisions. Having managed several types of building departments at different levels in the public sector, Mr. Leonard has acquired the ability of quickly and efficiently assessing service levels and needs. While with JAS Pacific, Mr. Leonard has served as the Building Official for the City of Hermosa Beach and as the Building and Safety Director for the City of Santa Monica. Additionally, Mr. Leonard has authored multiple ordinances that subsequently were adopted into the State of California Building Code. Mr. Leonard's experience was acquired while employed with the following entities:

- **JAS Pacific**, Vice President
- City of Santa Monica, Building Director
- JT Leonard Engineering, Structural Engineering Consultant
- City of Bakersfield, Development Services Department, Building Director/Plan Check Engineer
- City of Bakersfield, Public Works Department, Design Engineer I & II
- Minner & Davis – Structural Engineering, Design Engineer
- Boyle Engineering Corporation, Assistant Engineer

Education / Professional Licenses and Certifications /Affiliations

California State University, Fresno
Bachelor of Science, Civil Engineering

State of California
Licensed Professional Civil Engineer

State of Arizona
Licensed Professional Civil Engineer

International Code Council
Certified Building Official

International Conference of Building Officials
San Joaquin Chapter – Past President

American Society of Civil Engineers
Member

JAS

GREGORY GERLACH
Responsibilities: Chief Building Official Administrative Services

Building and Safety Services Work History

With over 30 years of experience in the building and safety field, Mr. Gerlach has acquired invaluable experience in many aspects of building plan check and inspections services. As an ICC Certified Building Official, Electrical Inspector, Plumbing Inspector, Building Plans Examiner, Building Inspector, and IAPMO Plumbing Inspector, Mr. Gerlach has held such positions as Senior Building Inspector/Plan Checker, Assistant Building Official/Inspector, Building Official, Lead Building Inspector, Plans Examiner, Combination Building Inspector, Community Development Analyst, Community Development Specialist, and a Community Development Aide. While serving in these capacities, Mr. Gerlach has gained comprehensive experience conducting plan reviews and inspections of combination dwellings, residential, commercial, industrial, structural, plumbing, electrical, mechanical projects ensuring code compliance, assisting contractors, architects, craftsmen, and the public, responding to inquiries, and providing code clarification. Additionally, Mr. Gerlach was responsible for the daily operations of the Building and Safety Department including code interpretation accepting construction practices and materials. Mr. Gerlach's experience was acquired while employed with the following entities:

- JAS Pacific, City of El Monte, Senior Building Inspector/Plan Checker
- VCA Code Group, Assistant Building Official/Inspector
- City of Arcadia, Building Official
- City of Montebello, Lead Building Inspector
- City of Montebello, Plans Examiner, Combination Building Inspector, Community Development Analyst

Education / Professional Licenses and Certifications / Affiliations

California State University, Los Angeles
Bachelor of Arts Degree, Geography

Los Angeles Trade Technical College
Building and Electrical Code Coursework

International Code Council
Certified Building Official
Certified Electrical Inspector
Certified Plumbing Inspector
Certified Building Plans Examiner
Certified Building Inspector

Intl. Association of Plumbing and Mechanical Officials
Certified Plumbing Inspector UPC

Relevant Experience

Building Inspection/Plan Review, City of El Monte, CA: provides multi-discipline review and inspection of residential and commercial projects including the review of including Mercy Veteran's Housing, a new 3 story, 41 unit apartment structure. The project included 24,580 square feet of living area, common area, laundry facility and covered parking area. The project had an assessed valuation of $3,642,000.

Building Inspection, City of Montebello, CA: provided multidiscipline inspections of residential projects including various multi-family projects ranging from 2-12 units. These projects were multistory and ranged in square footage from 2,100 to 24,000. Costco mall inspector sears numerous multi-family 2-12 units

EMMANUEL AGUSTIN, PE
Responsibilities: Plan Check Services

Plan Check Services Work History

With over 33 years of experience in the building and safety field, Mr. Agustin has obtained invaluable knowledge and expertise in all aspects of building plan review services. As a California licensed electrical engineer, he has held positions such as Plan Check Engineer, Electrical Engineering Associate I & II, Electrical Engineering Assistant, and Assistant Electrical Engineer. While serving in these capacities, Mr. Agustin evaluated plans submitted by consulting engineers; issued plan approvals upon satisfactory compliance with local, state, and national electrical and fire safety codes; and provided engineering support to field inspectors dealing with plan revisions arising from changes in actual jobsite conditions. Met and conferred with other agencies to take appropriate action to resolve engineering issues that come up during construction or product testing; evaluated and approved modifications granting alternate materials or methods of compliance, determined as equivalent to specific code requirements; and wrote job status and progress reports. Additionally, Mr. Agustin developed engineering drawings for construction by utility crews including material and labor estimates, in accordance to electric utility power distribution standards and specifications, and issued electric service and available short circuit current reports. Mr. Agustin's experience was obtained while employed with the following:

- JAS Pacific, Plan Check Engineer
- City of Los Angeles, Electrical Engineering Associate I & II, Electrical Engineering Assistant
- State of California, Assistant Electrical Engineer

Education / Professional Licenses and Certifications / Affiliations

University of the Philippines
Bachelor of Science, Electrical Engineering

State of California
Licensed Professional Electrical Engineer

Relevant Experience

Plan Review, County of Los Angeles, CA: performed electrical review of a new senior living facility. The main building had 132 independent living units, 20 assisted living units and mixed use occupancy. Approximately 300,000 square feet.

Plan Review, County of Los Angeles, CA: performed electrical review for the interior renovation of the existing Marina Del Rey hotel rooms with a new elevator, balconies, conference room and site improvements. Approximately 105,000 square feet

Plan Review, County of Los Angeles, CA: performed electrical review for a tenant improvement of a beverage production facility with interior alteration and exterior expansion for the installation of a new filling line and associated support equipment. Approximately 100,000 square feet.

SEA FAN, SE
Responsibilities: Plan Check Services

Plan Check Services Work History

With over 30 years of experience in the building and safety industry, Mr. Fan has acquired experience in many aspects of plan check services. As state of California licensed civil and structural engineer, Mr. Fan has held positions such as Plan Check Engineer, Plan Check Supervisor, Plan Check and Permit Services Manager, Senior Structural Engineer, Chief of Metro Structural Plan Check, Chief of Van Nuys Plan Check, Assistant Chief of Grading, and Chief of Commission Office. While serving in these capacities, Mr. Fan has gained extensive experience in planning, organizing, and directing the activities of plan check, public counter, and grading operations. Developed plan check policies and procedures, and responded to developer and concerned citizens inquiries. Mr. Fan managed a staff of 40-plus technical and support staff including the activities of reviewing soils/geology reports, checking grading plans, issuing grading permits, performing grading inspections, and bringing substandard sites with grading code violations into code compliance. Mr. Fan was also responsible for reviewing and assigning cases to staff, critiquing staff reports, preparing the office budget, designing buildings and structures, handled projects from start to finish, roadway layout, and grading calculations. Mr. Fan's experience was acquired while employed with the following entities:

- JAS Pacific, Plan Check Engineer
- City of Anaheim, Building Division, Planning Department, Plan Check Supervisor
- City of Ontario, Building Department, Plan Check and Permit Services Manager
- City of Van Nuys, Chief of Metro Structural Plan Check/Chief of Plan Check /Asst. Chief of Grading/Commission Office
- Facilities Systems Engineering Corporation, Manager
- Burns & Roe, Civil Engineer

Education / Professional Licenses and Certifications / Affiliations

California State University, Long Beach
Masters Business Administration

Columbia University, New York
Master of Science, Civil Engineering

New Jersey Institute of Technology, New Jersey
Bachelor of Science, Civil Engineering

State of California
Licensed Professional Civil Engineer
Licensed Professional Structural Engineer

Relevant Experience

Plan Reviewer, County of Los Angeles, CA: Provides structural and architectural review of a 4-story apartment project consisting of 196 one and two bedroom luxury apartments with 6 carriage units, four courtyards, a pool, fitness center, all of which wrap around a four story parking structure. The project has a valuation of $42 million.

Plan Reviewer, County of Los Angeles, CA: Provided structural and architectural review of a 6 story, 228,000 square foot, 114 unit retirement facility. The project included a salon, movie theater, restaurant and parking structure. The projects valuation is $29 million.

Plan Reviewer, County of Los Angeles, CA: Provided structural and architectural review of twelve 32 story apartment buildings with courtyards, laundry facility, restaurants, pools, and outdoor fire pits. The buildings will consist of one, two and three bedroom units and 2 towers will be constructed at a time.

H.L. EDMUND LEE, PE
Responsibilities: Plan Check Services

Plan Check Services Work History

With over 27 years of experience conducting plan checks, Mr. Lee has obtained valuable experience of plan check services. As an ICC certified Plans Examiner and Building Inspector, and a Licensed Professional Civil Engineer, Mr. Lee has held positions such as Deputy Building Official and Plan Check Engineer. While serving in these capacities, his responsibilities included conducting plan reviews of a broad range of complex residential and commercial projects, such as complex mixed-use commercial projects, libraries; senior housing, adult-care residential units, parking structures, unreinforced masonry retrofit work, and multiplex theaters. Additionally, Mr. Lee reviewed building plans and permit applications for compliance with California and local building codes, conducted plan check and review of homeowner property, and supervised a professional staff. Mr. Lee was also responsible for coordinated reviews with other impacted departments to ensure full compliance. Mr. Lee also provides technical and procedural assistance to architects, engineers, and contractors pertaining to building construction and related activities; interpret and explain requirements of codes, ordinances, and policies. Mr. Lee acquired his experience while employed with the following entities:

- JAS Pacific – Plan Check Engineer
- Transtech Engineers Inc. – Deputy Building Official
- W. Lind Engineering – Plan Check Engineer

Education / Professional Licenses and Certifications / Affiliations

University of Missouri, Columbia,
Masters of Science, Structural Engineering

TamKang University, Taipei, Taiwan
Bachelors of Science, Civil Engineering

State of California
Licensed Professional Civil Engineer

International Code Council
Certified Building Inspector
Certified Plans Examiner

Relevant Experience

Plan Review, County of Los Angeles, CA: Provided structural/fire life safety, accessibility, energy and CAL Green review. This project was approximately 11,000 square foot remodel to an existing 43,000 square foot facility that is type III-B structure with added 2nd story, additional parking with appropriate striping. Total valuation $2.5 million.

Plan Review, County of Orange, CA: Provided multi-discipline review of the review of Cerritos Apartment Complex. The project consisted of two stories that exceeded 55,000 square feet and an approximate valuation of $6.5 million.

Plan Review, County of Orange, CA: provides multi-discipline review of the Stonegate Apartment Complex. The project consisted of 2 phases with multiple stories that exceeded 80,000 square feet and an approximate valuation of $9 million.

IRAJ MANSOURI, MSCE, PE
Responsibilities: Plan Check Services

Plan Check Services Work History

With over 29 years of experience in the building industry, Mr. Mansouri has extensive experience conducting plan checks for both public and private sector entities. As a California licensed civil engineer and ICC certified plans examiner, Mr. Mansouri has held positions such as Project Engineer, Design Engineer, Plan Check Engineer, and Senior Plan Check Engineer. Experience acquired while serving in these capacities included providing plan reviews for different group occupancies with different types of constructions for compliance with CBC, CMC, CPC, CEC and California Energy Standards. Answered applicants' questions and provided excellent customer service. Meet with architects, engineers, developers, contractors, and homeowners to discuss their proposed projects for compliance with code requirements. Acted as a liaison to departments and reviewed tenant improvements/additions at counter. Prepared handouts and correction lists to be used by plan reviewers and permit technicians. Trained the permit technicians to be able to use handouts and close minor projects at counter. Acted as building official in absence of our building officials and assisted on Alternate Materials and Method Constructions and Unreasonable Hardships for Accessibility. Helped inspectors with complicated projects and assisted code enforcement officers to cross-reference the violations to appropriate code sections. Experience was obtained while employed with the following:

- **JAS Pacific** – Plan Check Engineer
- **AAE, Inc.** – Senior Plan Review Engineer
- **City of Rancho Cucamonga** – Senior Plan Review Engineer
- **City of Orange** – Senior Plan Review Engineer
- **Zand Associates** – Plan Review Engineer
- **CompuData, Inc.** – Design Engineer
- **Delta Consulting Engineers, Inc.** – Design Engineer
- **Navid Construction Co.** – Project Engineer

Education / Professional Licenses and Certifications / Affiliations

State of California
Licensed Professional Civil Engineer

International Code Council
Certified Plans Examiner

University Southern California, Los Angeles
Master of Science in Civil Engineering

Tehran University, Tehran, Iran
Bachelor of Science in Civil Engineering

Relevant Experience

Plan Reviewer, County of Orange, CA: provides multi-discipline review of the Stonegate Apartment Complex. The project consisted of 2 phases with multiple stories that exceeded 80,000 square feet and an approximate valuation of $9 million.

Plan Reviewer, County of Orange, CA: Provided multi-discipline review of the review of Cerritos Apartment Complex. The project consisted of two stories that exceeded 55,000 square feet and an approximate valuation of $6.5 million.

Plan Reviewer, County of Orange, CA: Reviewed numerous complex custom residential homes including a two story, 16,000 square foot structure with subterranean parking built on the Newport Coast supported by caissons. The project's valuation was $1.4 million.

Plan Reviewer, City of El Monte, CA: provided multi-discipline review of the Mercy Veteran's Housing, a new 3 story, 41 unit apartment structure. The project included 24,580 square feet of living area, common area, laundry facility and covered parking area. The project had an assessed valuation of $3,642,000.

Plan Reviewer, City of Hawaiian Gardens, CA: performed review on a 202,000 square foot renovation of The Gardens Casino. Review of this projected included Building (Structural and Fire Life-Safety), Electrical, Mechanical, Plumbing, Accessibility, Energy and California Green Code with an assessed valuation of $45 million.

ELIE NASR, PE
Responsibilities: Plan Check Services

Plan Check Services Work History

With over 29 years of experience in the building and safety field, Mr. Nasr has obtained invaluable knowledge and expertise in all aspects of grading plan check and water quality management plan (WQMP) review services. As a California licensed structural and civil engineer, and as an ICC certified plans examiner, he has held positions such as Plan Check Engineer, Senior Civil Engineer, Civil Engineer, and Project Engineer. While serving in these capacities, Mr. Nasr conducted structural design, building plan checks, and hydraulic analysis of regional flood control facilities. Administered the building plan check division, assigned projects, met with code enforcement, engineers, architects and the public. Performed building plan checks and managed the building permit counter operations. Performed hydraulic calculations using Water Surface Pressure Gradient (WSPG) for regional flood control facilities and performed structural design of custom and tract homes, apartments and condominiums from start to finish and field inspections. Mr. Nasr's experience was obtained while employed with the following::

- **JAS Pacific** – Plan Check Engineer
- **County of Orange** – Senior Civil Engineer
- **County of Orange** – Civil Engineer
- **Gouvis Engineering** – Project Engineer

Education / Professional Licenses and Certifications / Affiliations

California State University, Long Beach
Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering

State of California
Licensed Professional Civil Engineer

International Code Council
Certified Plans Examiner

Relevant Experience

Plan Reviewer, City of Culver City, CA: provided structural review on a 27,875 square foot Tenant Improvement converting an existing Medical Office into a 2 story classroom facility with a rooftop playground. Total valuation of this project was $3.75 million.

Plan Reviewer, City of El Monte, CA: provides multidiscipline review of various residential and commercial projects including Mercy Veteran's Housing, a new 3 story, 41 unit apartment structure. The project included 24,580 square feet of living area, common area, laundry facility and covered parking area. The project had an assessed valuation of $3,642,000.

Plan Reviewer, City of Grover Beach, CA: provides multidiscipline reviews of various residential and commercial projects including a residential tract consisting of four, two story structures. Total square footage approximately 8,500 feet and a combined valuation of $950,000.

Plan Reviewer, City of Shafter, CA: assisted with the review of structural, mechanical, plumbing, and energy code review of the JMM Central Valley Distribution Center. The project consisted of a 2,120,000 square foot distribution warehouse with mezzanine level offices with an assessed value of $55,901,850.

MICHAEL LUNGREN
Responsibilities: Inspection Services

Inspection Services Work History

With nearly 15 years of experience in building trades, including conducting building inspections, Mr. Lungren has acquired experience in many aspects of building inspection services. As an ICC certified Building Inspector and Mechanical Inspector, Mr. Lungren has held positions such as Building Inspector, Foreman, and Project Manager. While serving in these capacities, Mr. Lungren has acquired extensive experience in conducting inspections for industrial, commercial, and residential structures, enforcing all applicable codes and regulations for various stages of construction. Additionally, Mr. Lungren has conducted plumbing, electrical, mechanical, and structural inspections; maintained inspection logs end detailed daily reports; issued correction notices; and conducted special inspections as needed. Mr. Lungren has developed superior communication skills with both professionals and applicants. Mr. Lungren's experience was acquired while employed with the following entities:

- **JAS Pacific** – Building Inspector
- **GCS General Construction Services** – Foreman
- **MSL General Construction** – Contractor
- **Exact Build Inc.** – Project Manager
- **Frontier Homes LLC** – Superintendent
- **Various Jurisdictions** – Contract Building Inspector

Education / Professional Licenses and Certifications / Affiliations

San Bernardino Valley College
Construction Technology

International Code Council
Certified Building Inspector
Certified Mechanical Inspector

International Association of Plumbing and Mechanical Officials
Certified Plumbing Inspector

ARTHUR J. MILLER
Responsibilities: Inspection Services

Inspection Services Work History

With over 39 years of experience in the building and safety field, Mr. Miller has acquired invaluable experience in many aspects of construction and conducting building inspections services. As an ICC Certified Commercial/Residential Combination Inspector, Electrical Inspector, Building Inspector, Plumbing Inspector, Mechanical Inspector, and ACI Concrete Field Testing Technician, Mr. Miller has held positions such as Building Inspector and Owner/Contractor. While serving in these capacities, Mr. Miller has gained invaluable experience in construction and conducting inspections of various commercial, industrial, and residential projects ensuring code compliance and ADA inspections. Conducts inspections for various project types including grading, plumbing, electrical, HVAC, wood and steel structural frames, cell sites, hangars, water storage facilities, pump stations, and sewer systems. Provides technical assistance and code interpretation to owners, architects, contractors, and new employees. Mr. Miller's experience was acquired while employed with the following entities:

- **JAS Pacific** – Building Inspector
- **City of Rancho Cucamonga/JAS Pacific** – Contract Building Inspector
- **County of Riverside** – Building Inspector
- **Associated General Contractors of America** – Instructor
- **Intercoast College** – Instructor
- **General Contractor**

Education / Professional Licenses and Certifications / Affiliations

International Code Council

Certified Building Inspector
Certified Electrical Inspector
Certified Mechanical Inspector
Certified Plumbing Inspector
Certified Combination Inspector

Relevant Experience

Building Inspector, City of Rancho Cucamonga, CA: provided building, plumbing, electrical and mechanical inspections of residential and commercial projects including various multifamily apartment complexes throughout the City.

Building Inspector, County of Riverside, CA: performed combination inspections including building, plumbing, mechanical and electrical disciplines on various new County facilities including the County Library at Home Gardens and County Fire Station in Rubidoux. The library was approximately 9,000 square feet and the fire station was approximately 7,000 square feet.

Building Inspector, County of Riverside, CA: performed building, electrical, plumbing and mechanical inspections on a Costco distribution warehouse in Mira Loma. The facility was approximately 900,000 square feet with refrigerated space.

Building Inspector, County of Riverside, CA: performed combination inspections on various anchor stores for shopping centers including Lowes, Home Depot and Target.

WENDY MENENDEZ
Responsibilities: Permit Processing Services

Permit Processing Services Work History

With over 6 years of experience providing permit processing services, Ms. Menendez has acquired invaluable experience in many aspects of permit issuance. Ms. Menendez has served as a Permit Technician and Building and Safety Office Assistant. Ms. Menendez has gained comprehensive experience in the permit issuance process and providing public information. Such duties include assisting customers with plan reviews and the permit application process including payment processing, issuing of permits, researching and interpreting building, municipal, and zoning codes, onsuring compliance with applicable codes, preparing certificates of occupancy, performing property record searches, and preparing various reports as requested. Ms. Menendez's experience was acquired while employed with the following entities:

- **JAS Pacific –** Permit Technician
- **City of Torrance –** Permit Technician
- **City of Santa Monica –** Building and Safety Office Assistant

Education / Professional Licenses and Certifications / Affiliations

University of Phoenix, Gardena
Bachelor of Science, Business Management

Santa Monica College, Santa Monica
Associate Degree, Business

JAS

BRIAN LEE, RA, CBO
Responsibilities: CASp

Building and Safety Services Work History

With over 40 years of experience, Mr. Lee has been involved with both public-sector regulatory and private-sector design and development. Mr. Lee is a licensed architect and a Certified Access Specialist (CASp). As a CASp, Mr. Lee has performed access compliance plan and field evaluations and prepared detailed reports of findings of facilities in respect to the requirements of the Americans with Disabilities Act, the Architectural Barriers Act, the Uniform Federal Accessibility Standards, and the California Code of Regulations (including the California Building Standards Codes). The facilities include those owned and operated by the State of California, the counties of Los Angeles, Orange, Riverside and San Bernardino, numerous municipal agencies and school districts and to major private sector industries. He maintains International Code Council certifications including Certified Building Official, Plans Examiner, Building Inspector, Special Inspector for Reinforced Masonry Structures and Accessibility Plans Examiner and Inspector. He is certified by the Governor's Office of Emergency Services (OES) as a Safety Assessment Program (SAP) Evaluator and Coordinator and is also one of less than 200 individuals that are also certified to train and certify others to become SAP Evaluators and Coordinators. In response to a variety of emergency and non-emergency situations, Mr. Lee has performed extensive field reviews of structural and other damage assessment. It was Mr. Lee's final determination in many situations where structures were deemed to be safe and habitable or not. He received special awards from the cities of Brea and Whittier during the Freeway Fires for his service with Brea's Emergency Operations Center. Mr. Lee formerly held the title of Certified Planner through the American Institute of Certified Planners. He has earned credentials as an energy consultant and plans examiner for residential and non-residential structures through the California Association of Building Energy Consultants and Mr. Lee holds licenses in the State of California as a general and an electrical contractor. Mr. Lee has received numerous awards from Federal, State and local officials and from various professional organizations. Mr. Lee's experience was acquired while employed with the following entities:

- **JAS Pacific** – Plan Check Architect
- **BhLA** – Principal / Architect
- **University California Riverside** – Professor
- **Mount San Antonio College** – Professor
- **City of Whittier** – Building Official
- **City of Chino** – Redevelopment Specialist / CIP Manager
- **City of West Covina** – Construction Coordinator

Education / Professional Licenses and Certifications / Affiliations

California Polytechnic University, Pomona
Bachelor of Science, Environmental Design

State of California
Licensed Architect
CASp
General & Electrical Contractor

American Institute of Certified Planners
Certified Planner

International Code Council
Certified Building Official
Certified Accessibility Inspector/Plans Examiner
Certified Building Inspector
Certified Building Plans Examiner

DAVID M. WILLIAMS
Responsibilities: Community Outreach Coordinator

Code Compliance Services Work History

With over 9 years of experience enforcing codes, Mr. Williams has obtained invaluable knowledge and expertise in all aspects of code compliance services. Mr. Williams has served as a Code Enforcement Officer for over nine years and while serving in this capacity, Mr. Williams would interpret and apply regulations and planning concepts to difficult problems. Prepare cases for referral to civil or criminal attorneys and work with attorneys during administrative or court hearings. Obtain information and evidence by on-site inspection and interviews. Compile information gathered, including visual observation, into clear, concise reports that effectively convey concepts and conclusions. Analyze, interpret, and explain detailed information such as statutes, ordinances, contracts and permits. Research, read, and interpret laws, rules, regulations, legal documents, legal descriptions, maps, building plans, permits, and contracts. Effectively advise property owners, employers, staff, and the public on code compliance and regulatory practices. Develop case files to meet legal standards. Investigate disposal options in relation to solid waste activities. Establish and maintain cooperative working relations with those contacted during the course of work. Conduct physical inspections of land and structures to determine code compliance. Communicate effectively orally and in writing. Communicate effectively with a variety of individuals representing diverse cultures and backgrounds and function calmly in challenging situations, which require a high degree of sensitivity, tact, and diplomacy. Provide prompt, efficient, and responsive service. Mr. Williams' experience was obtained while employed with the following:

- JAS Pacific, Code Enforcement Officer
- City of West Hollywood, Business License Officer/Code Compliance Officer
- City of West Hollywood, Deputy Clerk

Education / Professional Licenses and Certifications / Affiliations

Rio Hondo College
PC 832
CACEO - Code Enforcement Basic Course
CACEO - Code Enforcement Advanced Course
CACEO - Code Enforcement Supervisor Course

California Association of Code Enforcement Officers
Certified Code Enforcement Officer

JAS

FEE STRUCTURE

JAS Pacific's proposed fee structure is provided in the attached billing rate sheet/cost proposal.

JAS

PART II – BILLING RATES SHEET/COST PROPOSAL

JAS Pacific
201 N. Euclid Ste A
Upland, CA 91786

I. COST PROPOSAL

All general, overhead, and administrative costs are included in the hourly rate for labor. Additionally, all contingencies and/or anticipated escalations are included.

A. Proposed Cost by Hour

PROPOSED COSTS BY TASK	
Task	Cost
Building Official	$95.00 per hour
Plans Examiner	$95.00 per hour
Building Inspector	$67 / $69 / $71 per hour
Permit Technician	$50 / $54 per hour
Community Outreach Coordinator	$67 / $69 / $71 per hour
CASp	$125 per hour
Mileage	$0.56 per mile or IRS rate

B. Proposed Cost by Percentage

PROPOSED COSTS BY PERCENTAGE	
Task	Cost
Building Official	85% of permit fees collected by the City
Plans Examiner	
Building Inspector	
Permit Technician	
Mileage	
Community Outreach Coordinator*	$67 / $69 / $71 per hour
CASp*	$125 per hour

*These tasks will be billed at an hourly rate in conjunction with the percentage option.

WILLDAN
Celebrating 50 years of service

April 30, 2015

Mr. Brian Guillot
Acting Community Development Director
City of Banning
City Clerk
99 E. Ramsey Street
Banning, CA 92220

Subject: **Proposal to Provide Building and Safety Services**

Dear Mr. Guillot:

Willdan Engineering is pleased to present this proposal to the **City of Banning** to continue to provide services to the City and to uphold our current professional relationship with the City. Willdan has been providing building and safety plan review and building inspection services to the City since 1994 and Building Official services to the City since 2010. We propose to name Mr. Ron Espalin, PE, to serve as the Building Official. Mr. Espalin has been serving the City since 1994. In addition, Willdan has been a consistent industry leader for 50 years providing all aspects of municipal and infrastructure engineering, including building and safety, public works, public financing, planning, and construction management services.

While our exceptional services are presented in the proposal, listed below are reasons why Willdan is uniquely qualified to provide these services to the City.

Knowledge of Local Environment - Our team members have provided building and safety services, land surveying and civil plan review services to numerous California municipalities. Willdan has been providing services to the City of Banning for approximately 21 years and our staff has extensive experience working with the City's procedures and expectations for quality service to the community. Willdan's team will be managed and coordinated through our local full service San Bernardino office, making Willdan conveniently located and responsive to the City's requests. Willdan has been an integral part of the Banning community since 1994.

Electronic Plan Check - Willdan Engineering offers electronic plan checking which significantly expedites review and reduces shipping and printing costs for the applicant, and promotes a paperless environment.

Our Team of Subject Matter Experts – We are the One-Stop-Shop! - Willdan Engineering prides itself on providing subject matter experts in all areas of services to our clients. From engineering, community development, planning and homeland security to financial consulting and geotechnical services, Willdan possesses expertise in all facets of public sector needs. The services required for this contract are directly related to our core competencies. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience. We are truly the City's "one-stop-shop" to meet virtually any municipal service need.

Experience with Comparable Engagements - Willdan Engineering specializes in providing professional building and safety, engineering, and planning services to municipalities. The firm has been providing building and safety services to cities and counties on a contract basis since 1979 and civil engineering plan reviews since our inception in 1964.

Demonstrated Competence and Expertise - Willdan Engineering presently provides building and safety, civil engineering and other services to more than 60% of the cities and counties in California. In this capacity, we provide a full range of services including building and safety plan review, permit issuance, inspection, civil improvement plan review, land surveying and permit support. We service client needs from occasional overload plan review to staffing an entire division.

Availability of Key Personnel - Our convenient location to the City of Banning, enables the development community, that is, engineers, architects, contractors and homeowners, to resolve plan check issues at Willdan's local office, thereby reducing foot traffic and telephone traffic at City hall. Willdan Engineering key staff and support personnel will be prepared to provide services to the City within 24 hours notice or sooner if necessary for additional services.

No Conflict of Interest - Willdan Engineering provides no private sector engineering services; therefore there is no conflict of interest.

We appreciate the opportunity to submit this proposal and look forward to the opportunity to further our professional relationship with the City of Banning. If you have any questions concerning this proposal or would like to schedule an interview with our outstanding team, please do not hesitate to contact me.

Respectfully submitted,
WILLDAN ENGINEERING

Ronald L. Espalin, PE
Director of Building and Safety
909.963.0569 – phone
909.888.5107 – fax
respalin@willdan.com

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Appendix
- Resumes

SUMMARY SHEET

First Name: Ronald L. Espalin, PE

Firm Parent or Ownership: WILLDAN ENGINEERING

Firm Address: 650 Hospitality Lane, Suite 250, San Bernardino, CA 92408

Firm Telephone Number: 909.386.0200

Firm Fax Number: 909.888.5107

Number of Years in Existence: 50

Management Contact (person responsible for direct contact with the City of Banning and services required for this Request for Qualifications):

Name: Ronald L. Espalin, PE Title: Director of Building and Safety

Telephone Number: 909.963.0569 Fax: 909.888.5107

Email: respalin@willdan.com

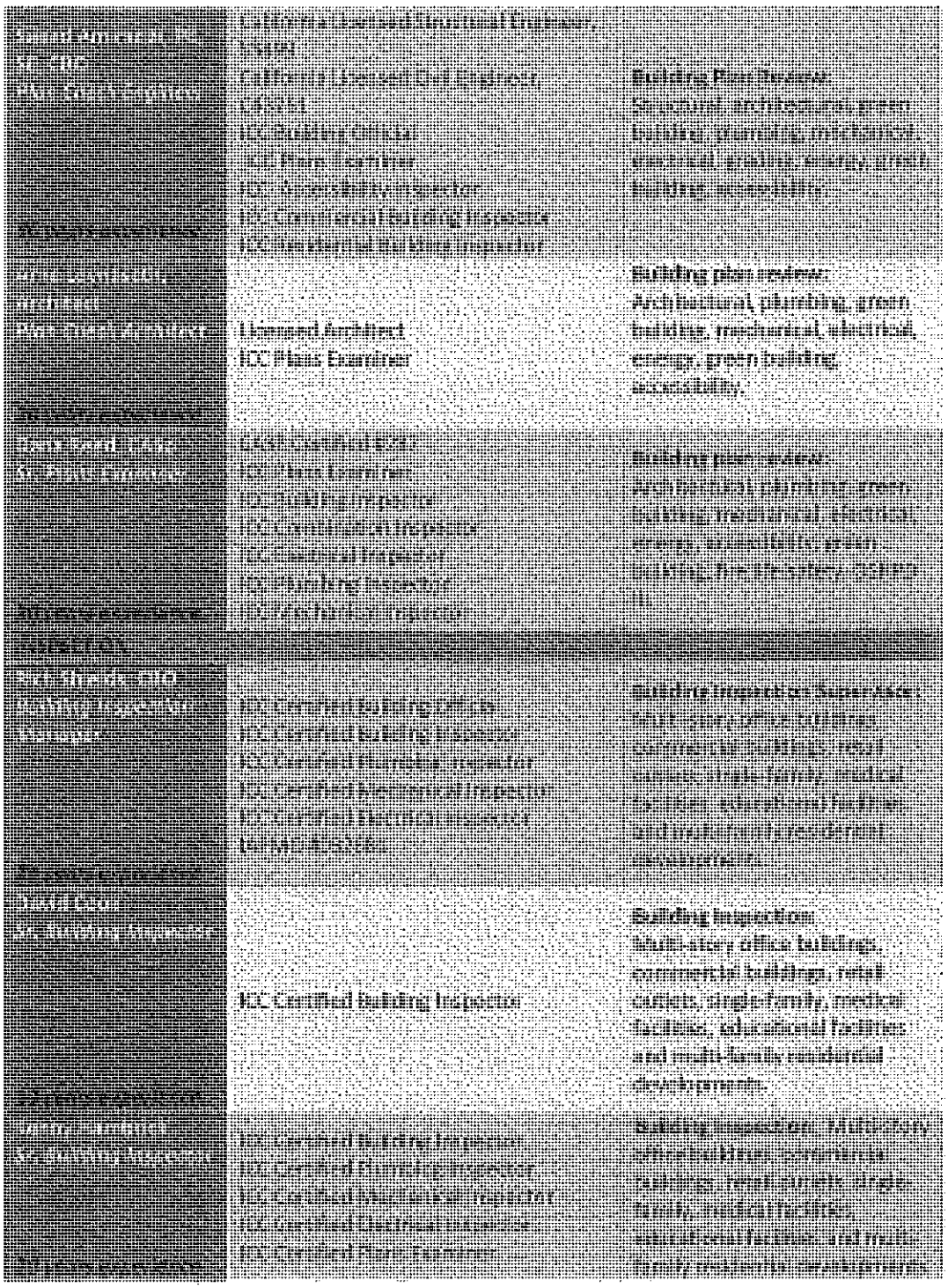
Project Manager (person responsible for day-to-day servicing of the account):

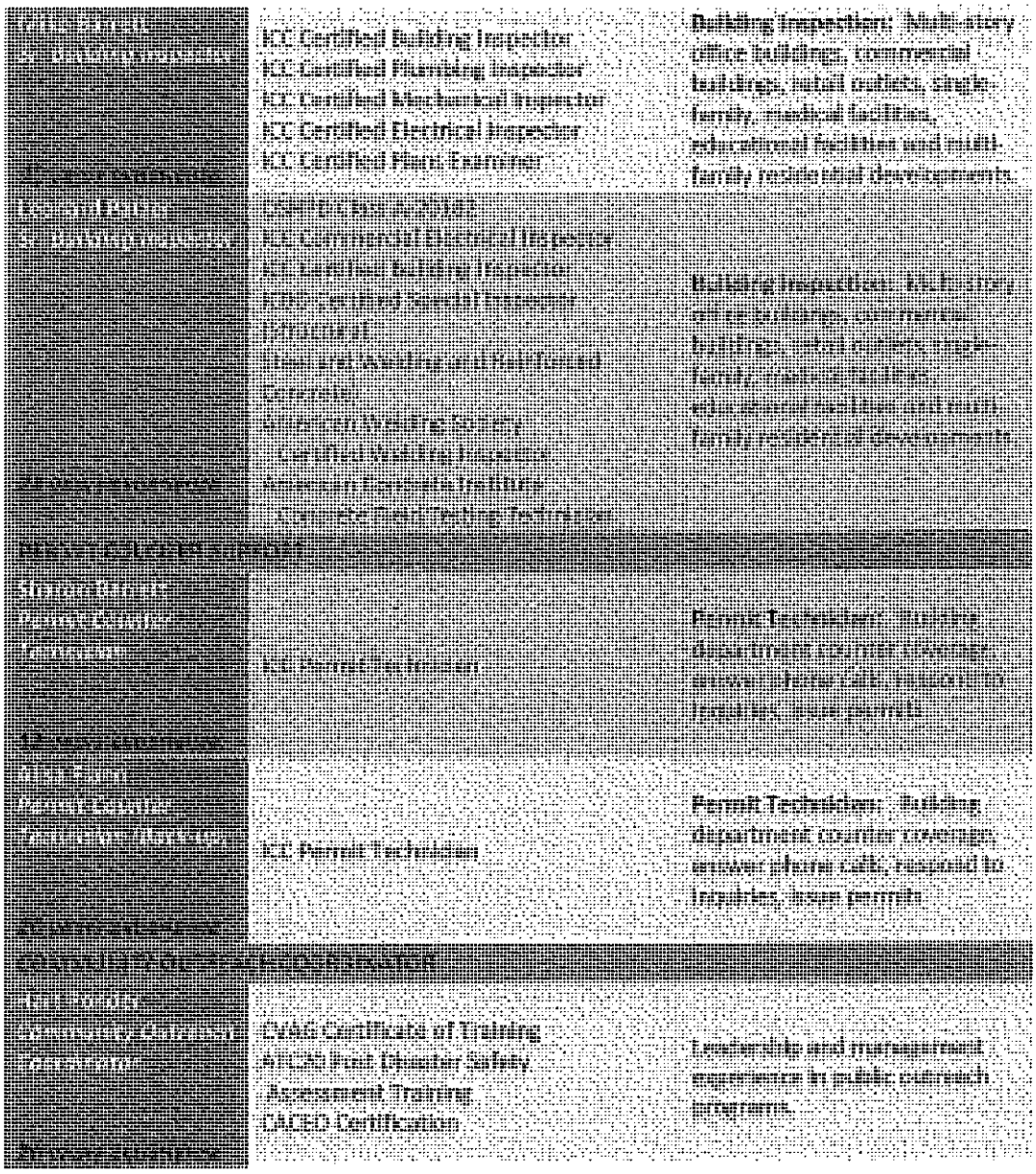
Name: Patrick Johnson, PE Title: Supervising Plan Check Engineer

Telephone Number: 909.963.0565 Fax: 909.888.5107

Email: pjohnson@willdan.com

Type of services performed by the firm: Building & Safety plan review, inspection, building official services; code enforcement; city engineering; development review; disaster recovery; environmental engineering; geotechnical services; landscape architecture; planning and community development; environmental planning; construction management; traffic engineering; flood control and drainage; wastewater management; total water resources.




ICC Certified Building Inspector
ICC Certified Plumbing Inspector
ICC Certified Mechanical Inspector
ICC Certified Electrical Inspector
ICC Certified Plans Examiner
Building Inspectors: Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
ICC Commercial Electrical Inspector
Building Inspectors: Multi-story
ICC Permit Technician
Permit Technicians: Building department counter coverage, answer phone calls, respond to inquiries, issue permits
ICC Permit Technician
Permit Technicians: Building department counter coverage, answer phone calls, respond to inquiries, issue permits
CVAS Certificate of Training
ACCSO Fire Disaster Safety Assessment Training
CACEO Certification
Leadership and management experience in public outreach programs.

RONALD ESPALIN, PE, CBO

Director of Building and Safety

Education
California State Polytechnic University-Pomona Master of Engineering - Structural Engineering
California State Polytechnic University-Pomona Bachelor of Science - Civil Engineering

Registrations
California, RCE 26187
Certified Building Official, No. 560

Affiliations
International Code Council Coachella Valley Chapter - President, 2002
Inland Empire Chapter - President, 1997
Citrus Belt Chapter - "Building Official of the Year" 1995
Riverside City Chapter - President 1986
California Building Officials CALBO Disaster Response Team

Experience
38 Years

Mr. Espalin is Director of Building and Safety for Willdan Engineering. He has extensive experience in managing engineering and technical staff and has served as the responsible engineer and building official for plan check and inspection services for numerous cities, counties and other municipal organizations. Mr. Espalin has served as Interim Building Official for local cities in San Bernardino and Riverside Counties.

Prior to joining Willdan, Mr. Espalin was the Assistant Director of Building and Safety for the City of Riverside. He was responsible for the day-to-day operations of the department and was responsible for 130 employees.

Relevant Project Experience

- **City of San Bernardino – Responsible Engineer.** From 1986 to the present, Mr. Espalin has served the City in the capacity of Responsible Engineer for plan review services for Building and Safety, Engineering and Development Review. Mr. Espalin is responsible for overseeing Willdan staff assigned to serve the City. In addition, Mr. Espalin performed structural inspections of City Hall and the City Parking Structure following the Big Bear/Landers earthquakes.
- **Sacramento County – Consulting Services.** Assisted the Community Development Department with in-depth recruitment and evaluation of Building Official and Principal Building Inspection candidates. Reviewed and evaluated some of the Division procedures and the responsibilities of supervisory staff, as well as provided recommendations for improved customer service and cost savings.
- **Morongo Band of Mission Indians – Responsible Engineer.** Responsible for the plan check and inspection of Tribal projects including, but not limited to, a 27 story high-rise hotel, parking structure and casino, street improvements, infrastructure and other Tribal improvements.
- **City of Banning – Building Official.** Oversees Building and Safety operations including plan review, inspection, counter service, permit issuance, resolving minor and complex engineering and code problems.
- **California Energy Commission – Delegate Chief Building Official.** Provided oversight for the plan review and inspection prior to and during construction of various Peaker Plant Energy Facilities.
- **City of Highland** – Served the newly incorporated City of Highland as their Interim Building Official. Established the City's Building and Safety operation, coordinated the transition with the City of San Bernardino, developed Building and Safety ordinances for the City and oversaw the day to day Building and Safety operations.

ALLOCATION OF RESOURCES

Willdan will require no transitioning if we are awarded this contract. Services will continue without any interruptions or changes of personnel. Our proven approach is based on 21 years of experience at the City and incorporates features enhancing the efficiency and quality of the following services:

- Building Official
- Community Outreach
- Building Plan Review
- Electronic Plan Review
- Inspection
- CASp
- Permit Counter Technician

A benchmark of our uninterrupted 21 years of service has been excellent customer service. When it comes to serving the residents of the community, Willdan sees our role as that of facilitator and guide—helping the City's customers in getting through the review, permitting, and inspection process—rather than leaving the applicant in a lurch in obtaining or signing off on permits. We understand that the process of complying with the various codes, standards, regulations and laws can be a formidable and daunting undertaking—for even the most seasoned design or construction professional. Furthermore, an understanding of the complexity associated with processing private development applications and the sometimes competing interests is essential to exceptional customer service. Common sense decision-making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan staff brings to the City's Building and Safety Division.

Willdan Group, Inc. (Willdan) is a provider of professional technical and consulting services that ensure the quality, value, and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception in 1964—ensuring the success of its clients and enhancing its surrounding communities. In doing so, Willdan has gained a notable reputation for technical excellence, cost-effectiveness, and client responsiveness in providing superior consulting services. The company's service offerings span a broad set of complementary disciplines that include building and safety, engineering and planning, energy efficiency and sustainability, financial and economic consulting, and national preparedness. Willdan has crafted this set of integrated services so that, in the face of an evolving environment—whether economic, natural, or built—Willdan can continue to extend the reach and resources of its clients.

Willdan has hundreds of employees operating out of offices located throughout California, as well as in New York, New Jersey, Arizona, Nevada, Florida, Illinois, Texas, Washington and the District of Columbia. Through our wholly-owned subsidiaries—Willdan Engineering, Willdan Energy Solutions, Willdan Financial Services, Willdan Homeland Solutions, and Willdan Infrastructure—Willdan offers comprehensive services.
Willdan has been delivering skilled, integrated, cost-effective engineering and planning services to its clients for 50 years. Whether you need one on-site staff expert or a full project team that can tap our nationwide resources and expertise, Willdan combines multidisciplinary experience and expertise, technical excellence, and management proficiency to deliver flexible, practical solutions at the lowest possible cost.

Willdan does not have any commitments or potential commitments which may impact our ability to provide these services to the City of Banning.

WILLDAN PROFILE

Company Ownership:
Publically traded (NASDAQ ticker: WLDN)

State Incorporated:
WGI – Delaware (2006)
Willdan Engineering – California (1964)

Year Founded: 1964

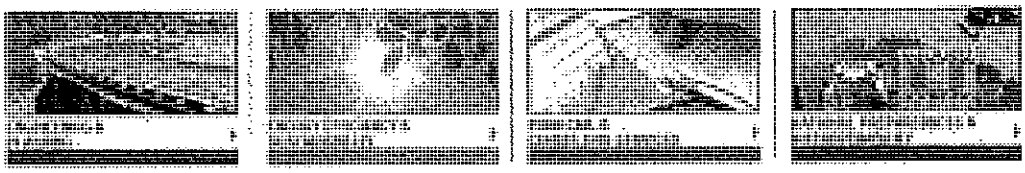
Location of offices: Anaheim, Azusa, Elk Grove, Fresno, Industry, Oakland, Pleasanton, Redding, Roseville, San Bernardino, San Diego, Temecula, Ventura, CA; Beaverton, OR; Arlington, WA; Englewood, NJ; Henderson, NV; Houston, TX; New York, NY; Orlando FL; Phoenix, AZ; Chicago, IL

Number of Employees:
Nationally – 600+

Point of Contact:
Ronald L. Espalin, PE
respalin@willdan.com
909.963.0569

Length of time providing services: 50 Years

Willdan's corporate-wide capabilities include:



WILLDAN ENGINEERING has dedicated itself to providing public agencies with reliable engineering and consulting services for 50 years. Combining depth of staffing, state-of-the-art technical resources, and local offices rooted in their communities, Willdan Engineering has earned its reputation as a problem solver across a wide range of client interests. We understand the concerns of government agencies – especially those of local government. Our company offers a broad scope of expertise that uniquely qualifies us to serve the needs of cities, counties, and special districts, as well as state and federal agencies.

Since 1964, **Willdan Engineering** has helped revolutionize the way consulting services are provided by local offices. Our regional and satellite offices are strategically located to offer local, focused service to the varied demographics of our public agency customers. Willdan Engineering's lean organization enables staff to efficiently communicate individual project challenges and goals company-wide, thereby utilizing all of Willdan Engineering's resources to deliver the highest quality and most cost-effective product.

Willdan Engineering understands the unique nature of public agency needs and issues. In addition to many of our staff having served in management positions at public agencies prior to joining **Willdan Engineering**, we have numerous assignments with over 60% of the cities and counties in California for building officials, City engineers, planning directors, traffic engineers, and other public agency staff members.

BUILDING AND SAFETY SERVICES

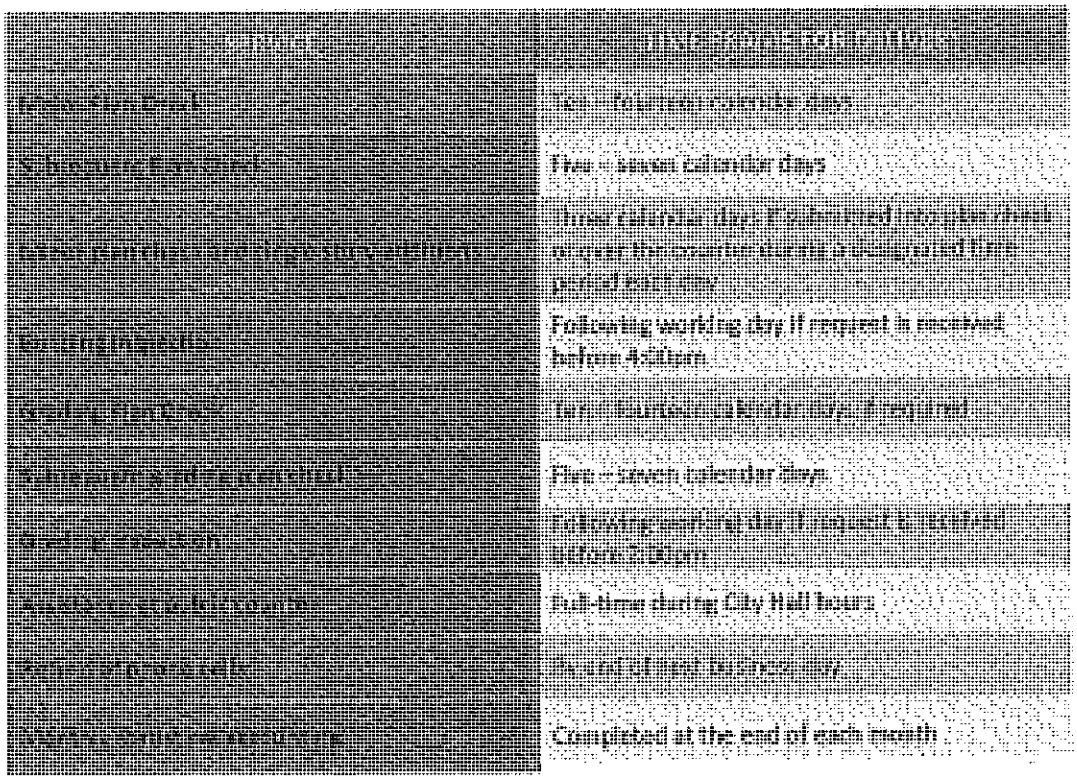
Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, including permit issuance, building inspection, grading inspection, accessibility inspection, CASp services, OSHPD III plan check and inspection, flood zone experience, building plan review, and fire-life safety. The inspection and plan review staff maintain current certifications and attends training on a regular basis, to stay current with industry technologies and standards. Specific certifications and education are delineated in staff resumes herein.

This, with our depth of experience, expertise, knowledge and resources, Willdan is able to offer practical solutions that are timely and cost effective, and that will meet the needs of the City of Banning. The diversity of Willdan's staffs' experience is an added value of our professional services to our clients.

PROJECT SCHEDULE

All assigned staff are familiar with the City and its procedures. We will designate full-time staff to the City to ensure continuity and exceptional customer service. The designated Counter Technician will serve the City full time during City Hall hours, currently Monday through Thursday, 7:00am – 6:00pm. Building Inspectors will be available to provide inspections Monday through Friday, 7:30am – 5:00pm. Plan review staff can be available for meetings at City Hall within an hour if requested.

Willdan staff will be available to respond to emergency situations even when City Hall is closed.



SCOPE OF SERVICES

CHIEF BUILDING OFFICIAL ADMINISTRATIVE SERVICES

Our designated Building Official will oversee all building and safety services including plan review, inspections, code compliance, abatement, and shall act as the City's representative on building related matters. Responsibilities include by are not limited to:

- Quality control review of plan checks and inspections
- Preparing code updates each cycles for Municipal Code adoption
- Resolution of resident inquires and complaints
- Building Official Administration, processing of complex Building Code issues and dispute resolution
- Contribute the necessary resources to the configuration, implementation and on-going support of an automated permitting system
- Review discretionary application for preliminary compliance with construction codes
- Coordinate with Code Enforcement regarding an aggressive abatement program
- Review and update the Build and Safety Procedures Manual
- Monthly Reporting of Building and Safety Activities as well as report required for fee collection and other reports required by the State of California or other government agencies
- Processing of Planning Commission and City Council staff reports related to Building Safety items
- Periodic attendance at Planning Commission and City Council meetings
- Provide emergency and after hours inspection and reports of damaged properties of structures

BUILDING PLAN REVIEW SERVICES

All building plans will be examined for compliance with the adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

All plan check will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes and policies.

Plan check will include a review of any or all of the following design elements as determined by the City:

- Architectural
- Fire/Life-safety
- Plumbing
- Mechanical
- Structural
- Residential
- Electrical
- Energy Conservation Regulations (Title 24)
- Disabled Access Regulations (CBC)
- Green Building Standards

After completion of each plan review, Willdan will notify the applicant with two complete typewritten plan check letters which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation. At the City's discretion, plan check comments, plans and documents will be returned directly to the designers until such time as plans are approved. Plan review activity and status will be entered into the City's logging system.

Assigned Willdan staff will pick up plans from the City and return plans to the City at no additional cost.

Our plan checkers will schedule meetings during work hours to discuss and clarify plan check issues with designers, owners and contractors. Resolutions of code issues may also be accomplished by telephone, or meetings prior to resubmitting corrected plans and documents.

Turn-Around Schedule

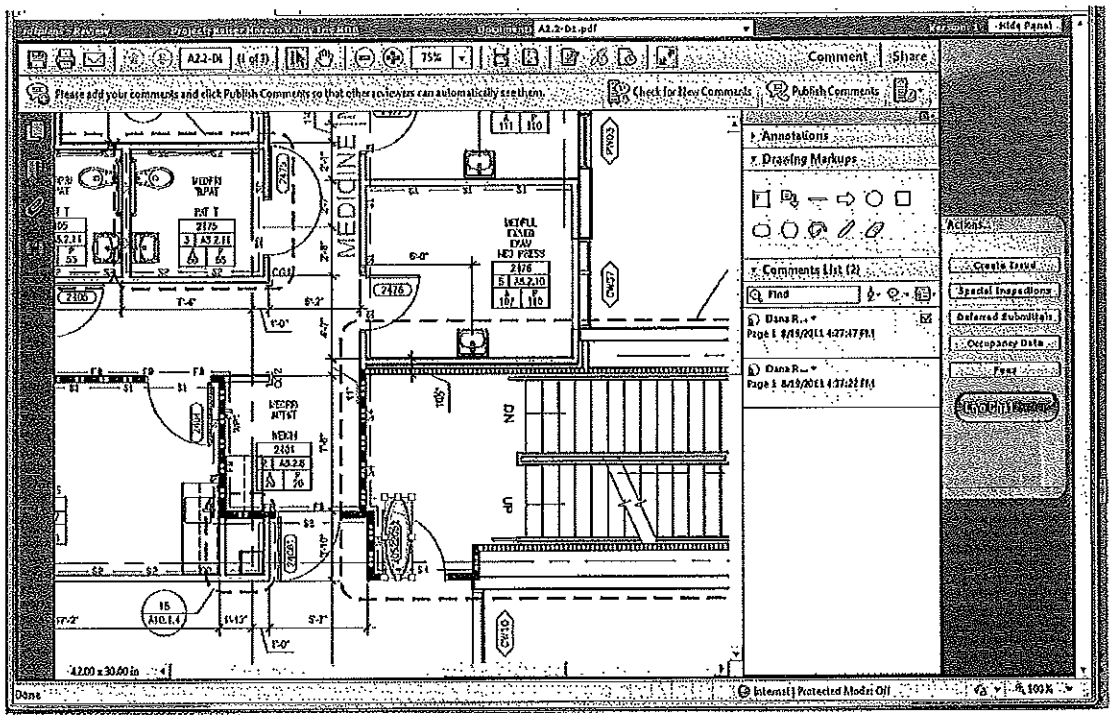
This schedule is applicable for all types of construction and can be adjusted to serve the in the most efficient manner. **Expedited plan check will be provided at the request of the City.**

TYPE OF PROJECT	INITIAL PLAN CHECK	SUBSEQUENT PLAN CHECKS
Major Plan Check	Ten – fourteen calendar days	Five – seven calendar days
Minor Plan Check/single story additions	3 calendar days if submitted into plan check or over the counter during a designated time period each day	One – two calendar days
Grading Plan Check	Ten – fourteen calendar days	Five – seven calendar days

ELECTRONIC PLAN REVIEW

Willdan has the ability to provide plan review services electronically, **at no additional cost to the City or applicants.** No additional computer software or hardware is required, only an Internet connection is necessary. Services are provided at the request of the applicant or the agency we serve. Submittals are accepted in PDF format. Willdan will review plans and can transmit the electronic redlined plans back to the applicant or designer as directed, electronically along with the plan review comment sheet. Plan review information is available to all parties 24/7 on-line.

This service allows for expeditious review and collaboration between the City, designer and plans examiner to facilitate a complete understanding and documentation of plan review comments and can reduce shipping, printing and time for plan review processing for the applicant. Below is an example of a redlined plan as reviewed in electronic format.



INSPECTION SERVICES

Inspection staff will be available on a same-day or next-day basis, and will also be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors will attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process, yet maintaining an effective level of enforcement. Inspectors will ensure that any construction changes are documented and approved by appropriate City staff. Willdan inspectors will record inspection site address and the nature of the inspection into the City's permitting system. The entries will include the inspection results and the inspector comments, if any.

CASp SERVICES

In response to increased disabled access compliance lawsuits, especially those against small business owners, being filed in all cities including Rosemead, Willdan has had to expand the availability of our CASp services to the citizens of Rosemead. We have also made available Small Business Administration documents and handouts at the public counter.

Willdan provides CASp-certified inspectors to the City as required by **Senate Bill No. 1608,** specifically **Chapter 549,** which reads as follows:

> *(d) (1) Commencing July 1, 2010, a local agency shall employ or retain at least one building inspector who is a certified access specialist. The certified access specialist shall provide consultation to the local agency, permit applicants, and members of the public on compliance with state construction-related accessibility standards with respect to inspections of a place of public accommodation that relate to permitting, plan checks, or new construction, including, but not limited to, inspections relating to tenant improvements that may impact access. If a local agency employs or retains two or more certified access specialists to comply with this subdivision, at least one-half of the certified access specialists shall be building inspectors who are certified access specialists.*

PERMIT COUNTER SUPPORT

Under the supervision of the designated Building Official, we will continue to provide customer-friendly public counter service. The Permit Counter Technician will be responsible for plan check tracking, permit issuance and report generation. Our knowledgeable staff always understands that this may be the first time that that a citizen is applying for a permit. We have the ability to help all applicants, from the least knowledgeable applicant for a simple home remodel to experienced owners who have many years of development experience. Our goal is to make sure that every applicant feels that we have answered their questions and met their needs. The Permit Counter Technician will serve the public during City Hall hours.

Our building counter services include:

- Customer support at the counter and over the phone
- Permit application review to ensure completeness and accuracy
- Fees calculation
- Building permit processing and issuance
- Public assistance in completing permit applications
- Verification that projects have obtained all necessary approvals prior to permit issuance
- Applicant notification when construction documents and/or permits are ready for pick-up or issuance
- Coordination and routing of construction documents to the appropriate City staff for plan review and approval
- Resolution of resident inquires, complaints
- Plan review monitoring, to ensure turnaround times and standards are being met
- Records maintenance, document preparation for storage and or imaging
- Process public record requests
- Scanning and digitizing copies of plans and attaching files to appropriate parcels in the land management software. (Process to be completed during the first two years of contract).

COMMUNITY OUTREACH COORDINATOR
Scope of work includes, but is not limited to:

- Coordinate various special programs.
- Act as a liaison between the City and various agencies, community, business organizations and the general public.
- Seek business and community funding sources and participate in cost recovery services which could assist the municipality in defraying costs of programs and projects.
- Contact and interaction with City department personnel, governmental agencies, community and business leaders and the general public.
- Develop outreach program services based on assessment of community needs and resources.
- Assist professional staff in gathering community data to assess program effectiveness, increased or additional service needs, community resources, etc.
- Assist in arranging outreach meetings, give presentations as needed and recruit speakers to educate the community about City goals and programs.
- Establish and maintain contact with program participants and provide liaison services between participants and municipal departments.
- Interpret program services and distribute informational material to businesses, service groups and residents to describe what, where and when program services are available to them.
- Seek business contributions or funding sources to assist in defraying the cost of special events and programs (i.e. restoration of historical building, business district banners, parades, municipal celebrations, etc.) and participate in City cost recovery projects as needed.
- Use computer applications or other automated systems, such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments.

RELEVEANT RPOEJCTS/REFERENCES

The following is a list of contracts we have been awarded during the last five years for Building and Safety Services similar to services requested.

Agency	Contact Person / Telephone / Email	Dates of Services Rendered	Amount
City of Banning, CA	Community Development Director [illegible]	2013 – Present	Open contract
City of Banning, CA	Chief Building Inspector [illegible]	2011 – 2013	$120,000
City of Banning, CA	[illegible]	[illegible]	[illegible]
City of Banning, CA	Community Development Director 951.922.3105	2010 – Present	Open contract
City of Banning, CA	[illegible]	[illegible]	[illegible]
City of Barstow, CA	Chief Building Inspector 760.722.0555	2013 – 2014	$20,000
City of Beaumont, CA	[illegible]	[illegible]	[illegible]
City of Blythe, CA	City Manager [illegible]	2011 – 2013	$6,325
City of Calimesa, CA	[illegible]	[illegible]	[illegible]
City of Coachella, CA	City Manager 760.398.3502	2011 – 2013	$36,000
City of Desert Hot Springs, CA	[illegible]	[illegible]	[illegible]
City of Hemet, CA	City Building Official 909.765.2375	2013 – 2015	$240,000
City of Indio, CA	[illegible]	[illegible]	[illegible]
City of Moreno Valley, CA	Chief Building Inspector 951.413.3440	2012 – Present	Open contract
City of Norco, CA	[illegible]	[illegible]	[illegible]
City of Palm Springs, CA	Facilities Department 619.322.8262	2011 – Present	Open contract
City of Perris	[illegible]	[illegible]	[illegible]

[illegible]	Fee Rate Department 707.554.2567	2010 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Fee Rate Department 707.554.2567	2013 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	City Manager 626.580.5000	2013 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Chief Building Official 760.350.2440	2013 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Development Services 408.816.5129	2011 – 2012	$25,000
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	City Manager 714.241.5000	2011 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	City Manager 408.961.7452	2013 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Building Department 530.934.6548	2010 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	City of Building & Safety 310.349.2900	2013 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	City Manager 818.790.8880	2012 – 2014	$5,000
[illegible]	[illegible]	[illegible]	[illegible]

[illegible]	951.674.1311	2013 – Present	Open contract
[illegible]	Community Development Director 951.922.3227	2012 – Present	Open contract
[illegible]	Chief Building Official 951.674.3124	2011 – 2014	$15,000
[illegible]	[illegible]	2007 – 2011	$35,000
[illegible]	Community Development Director 562.431.3538	2011 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Chief Building Official 909.395.2017	2010 – 2014	$30,000
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Chief Building Official 310.458.0350	2010 – 2014	$2,500,000
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Chief Building Inspector 951.340.6323	2011 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Construction Director 951.340.6227	2012 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Chief Building Official 562.529.3405	2013 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Chief Building Official 562.538.2401	2013 – 2014	$55,000
[illegible]	[illegible]	[illegible]	[illegible]

[illegible]	Dir. Economic Development [illegible]	2013 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Dir. Community Development [illegible]	2011 – Present	Open contract
[illegible]	Chief Building Official [illegible]	2012 – 2014	[illegible]
[illegible]	Dir. Development Services [illegible]	2011 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	City Manager [illegible]	2012 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Community Development Services [illegible]	2011 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Community Development Director [illegible]	2013 – Present	Open contract
[illegible]	Chief Building Official [illegible]	2013 – Present	Open contract
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Community Development Director [illegible]	2012 – Present	Open contract
[illegible]	Community Development [illegible]	[illegible]	[illegible]

[illegible]	Community Development 951.795.9910	2011 - Present	Open contract
[illegible]	Chief Building Official [illegible]	2006 - Present	Open contract

Terminated Contract
City of Calimesa – Building and Safety Services
Mr. Randy Anstine
City Manager
908 Park Avenue
Calimesa, CA 92320
909.795.9801

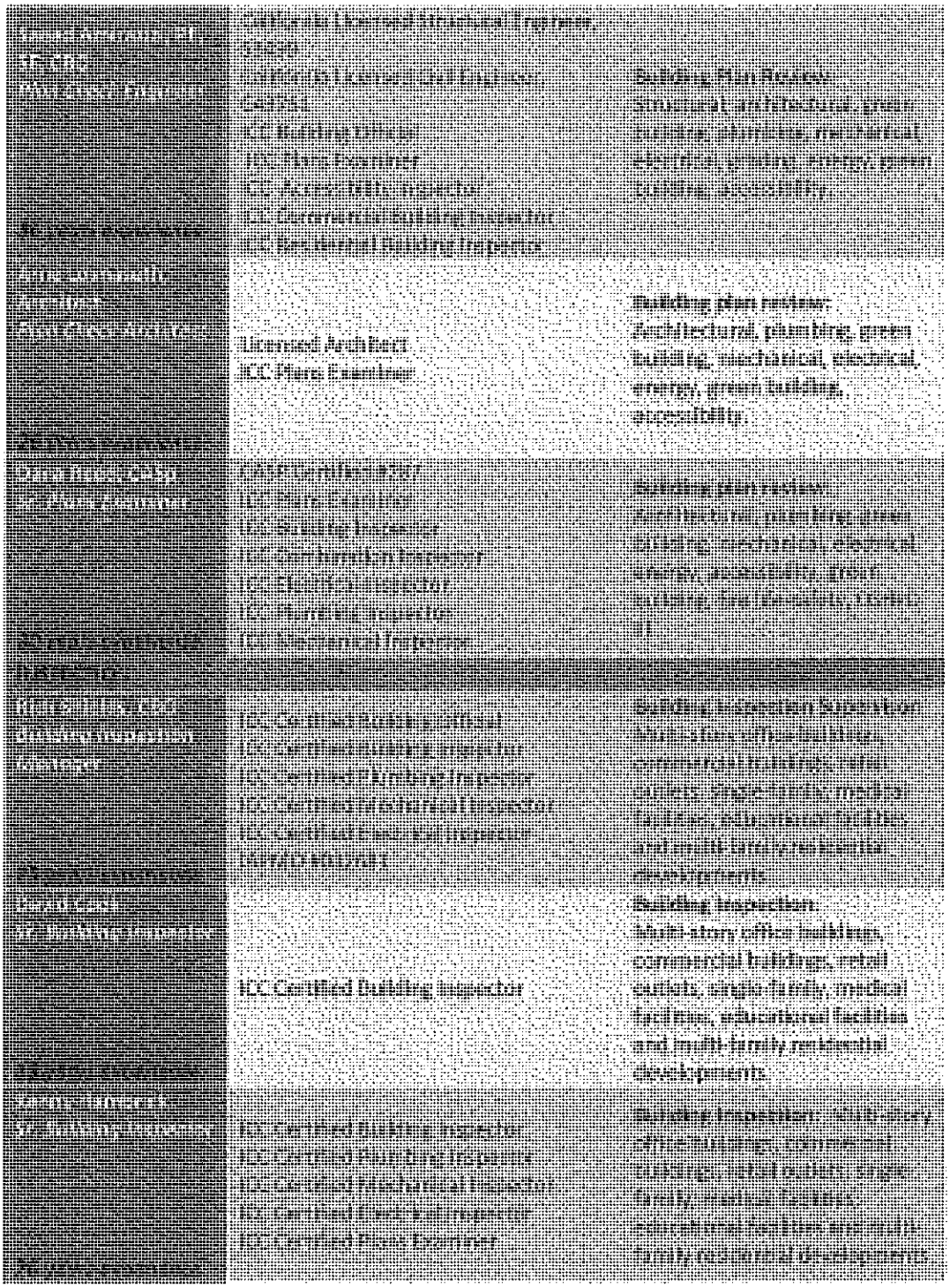
Willdan had a long standing contract with the City of Calimesa to provide Building and Safety services. In October 2014, several of our designated in-house staff left Willdan for new positions. The permit technician we then assigned to the City did not meet the City's standards and our contract was terminated. This particular individual has since been terminated from Willdan.

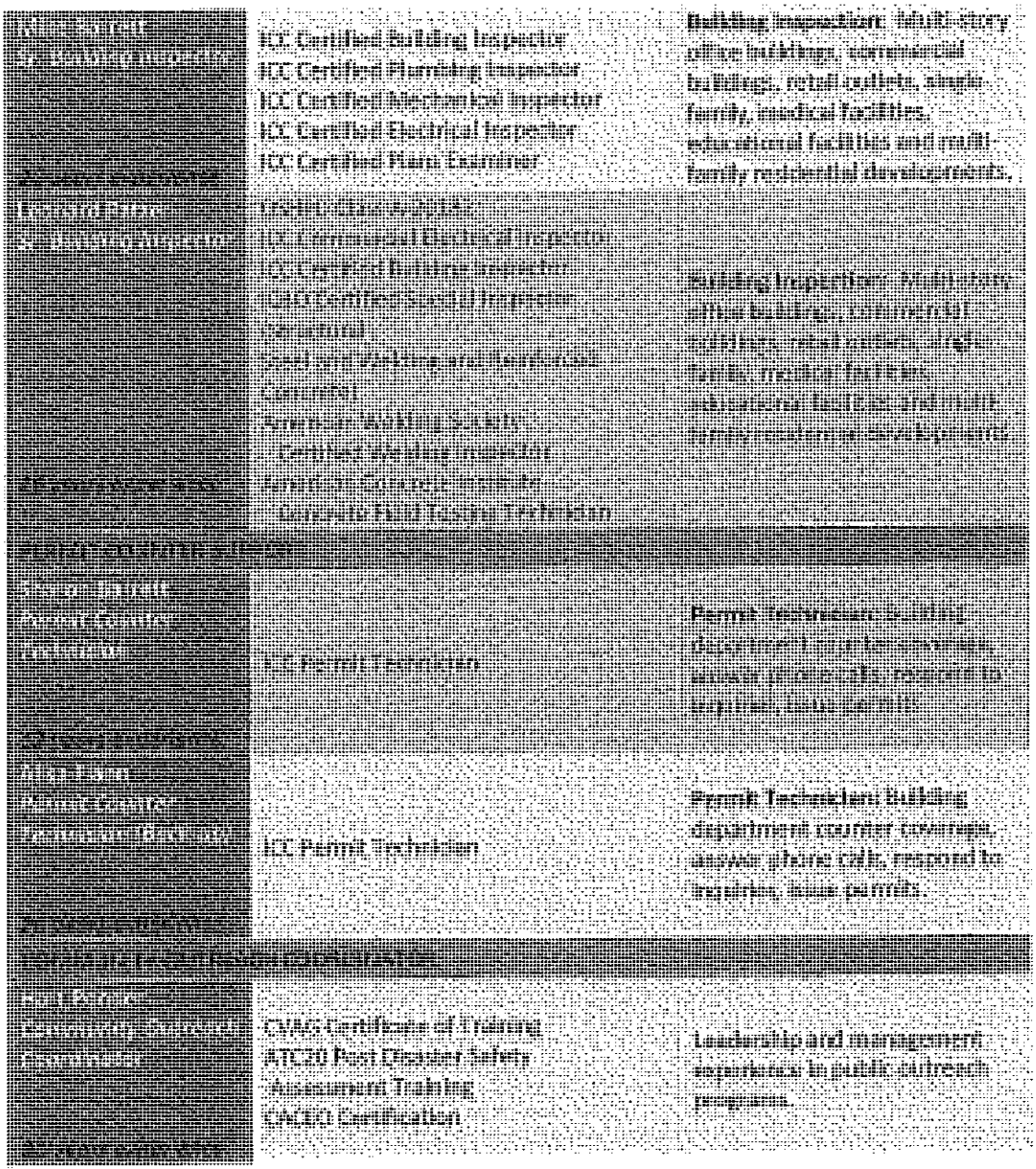
REFERENCES

Client Name	Type of Service(s)	Dates (Month/Year)	Contact Name & Phone	Title	Address
City of Hemet	Building plan check and inspection services. Fire life safety plan check. Building permit counter services. Map checking. Engineering plan check.	1999 – Present	Kevin Jordan 951.765.2375	Community Development Director	445 E. Florida Ave. Hemet, CA 92543
City of Lake Elsinore	Building Official services, plan check and inspection services. Building permit counter services. Map Checking.	1999 – Present	Rowan Rutherford 909.798.7810	Community Development Director	25541 Barton Road Loma Linda, CA 92354
City of Moreno Valley	Building plan check and inspection services.	1998 – Present	Allen Brock 951.413.3430	Building Official	14177 Frederick Moreno Valley, CA 92552

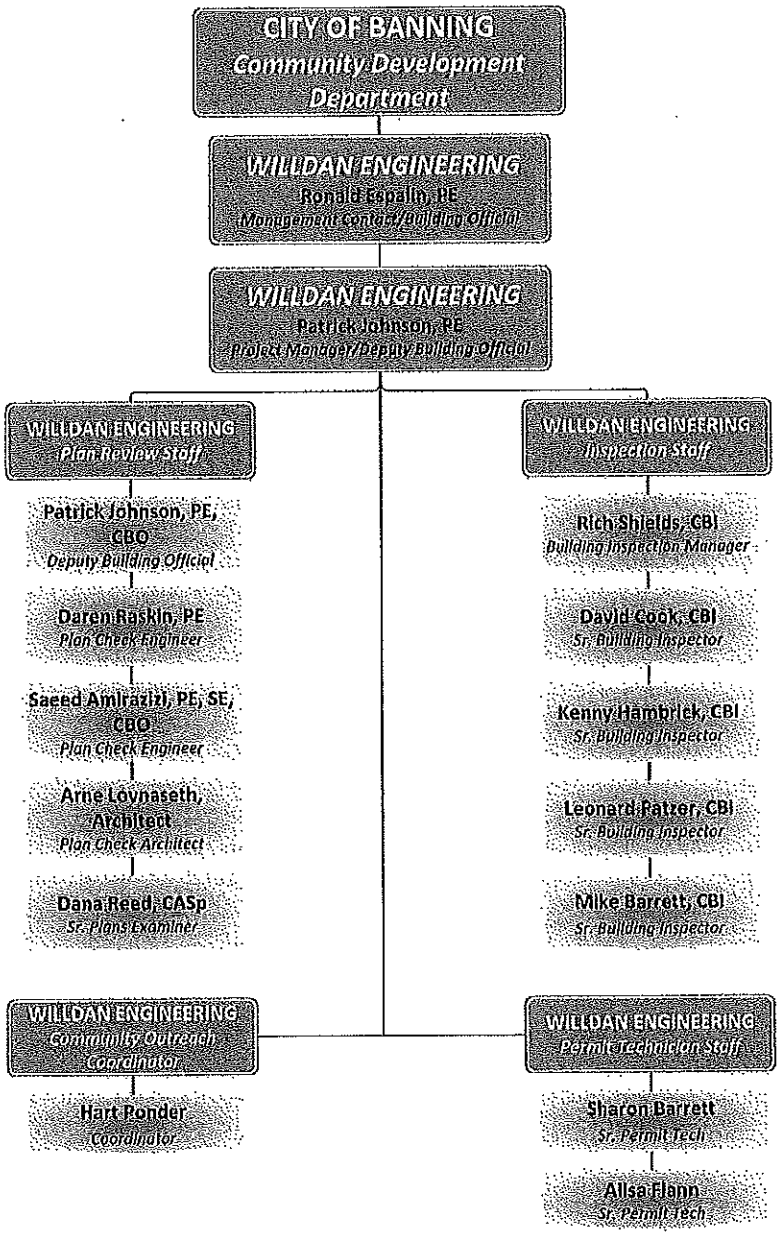
PERSONNEL

Mr. Ronald Espalin, PE, will serve as Building Official and the point of contact for all building and safety assignments. Resumes for key staff are located in the appendix, herein.




ICC Certified Building Inspector
ICC Certified Plumbing Inspector
ICC Certified Mechanical Inspector
ICC Certified Electrical Inspector
ICC Certified Plans Examiner
Building Inspection: Multi-story office buildings, commercial buildings, retail outlets, single family, medical facilities, educational facilities and multi-family residential developments.
ICC Commercial Electrical Inspector
ICC Certified Building Inspector
Building Inspection: Multi-story office buildings, commercial buildings, retail outlets, single family, medical facilities, educational facilities and multi-family residential developments.
ICC Permit Technician
Permit Technician: Building department counter coverage, answer phone calls, respond to inquiries, issue permits.
ICC Permit Technician
Permit Technician: Building department counter coverage, answer phone calls, respond to inquiries, issue permits.
CVAG Certificate of Training
ATC20 Post Disaster Safety Assessment Training
CASQ Certification
Leadership and management experience in public outreach programs.

ORGANIZATION CHART



APPENDIX

This section includes the following:

- Resumes

RONALD ESPALIN, PE, CBO

Director of Building and Safety

Education
California State Polytechnic University-Pomona
Master of Engineering - Structural Engineering
California State Polytechnic University-Pomona
Bachelor of Science - Civil Engineering

Registrations
California, RCE 26187
Certified Building Official, No. 560

Affiliations
International Code Council
Coachella Valley Chapter - President, 2002
Inland Empire Chapter - President, 1997
Citrus Belt Chapter - "Building Official of the Year" 1995
Riverside City Chapter - President 1986
California Building Officials
CALBO Disaster Response Team

Experience
37 Years

Mr. Espalin is Director of Building and Safety for Willdan Engineering. He has extensive experience in managing engineering and technical staff and has served as the responsible engineer and building official for plan check and inspection services for numerous cities, counties and other municipal organizations. Mr. Espalin has served as Interim Building Official for local cities in Banning and Riverside Counties.

Prior to joining Willdan, Mr. Espalin was the Assistant Director of Building and Safety for the City of Riverside. He was responsible for the day-to-day operations of the department and was responsible for 130 employees.

In the private sector, Mr. Espalin was a structural design engineer. Mr. Espalin maintains a lifetime teaching credential in Engineering with the California Community College system.

Relevant Project Experience

- **City of Banning – Responsible Engineer.** From 1986 to the present, Mr. Espalin has served the City in the capacity of Responsible Engineer for plan review services for Building and Safety, Engineering and Development Review. Mr. Espalin is responsible for overseeing Willdan staff assigned to serve the City. In addition, Mr. Espalin performed structural inspections of City Hall and the City Parking Structure following the Big Bear/Landers earthquakes.
- **Sacramento County – Consulting Services.** Assisted the Community Development Department with in-depth recruitment and evaluation of Building Official and Principal Building Inspection candidates. Reviewed and evaluated some of the Division procedures and the responsibilities of supervisory staff, as well as provided recommendations for improved customer service and cost savings.
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- **City of Banning – Building Official.** Oversees Building and Safety operations including plan review, inspection, counter service, permit issuance, resolving minor and complex engineering and code problems.
- **California Energy Commission – Delegate Chief Building Official.** Provided oversight for the plan review and inspection prior to and during construction of various Peaker Plant Energy Facilities.
- **City of Highland** – Served the newly incorporated City of Highland as their Interim Building Official. Established the City's Building and Safety operation, coordinated the transition with the City of Banning, developed Building and Safety ordinances for the City and oversaw the day to day Building and Safety operations.

PATRICK JOHNSON, PE, CBO

Deputy Building Official/Supervising Plan Check Engineer

Education
University of Iowa, Iowa City, IA
Bachelor and Science, Structural Engineering
California State Polytechnic University-Pomona
Master of Engineering

Affiliations
ASCE (American Society of Civil Engineers)

Registrations
California Professional Engineer, CE#67960
Arizona Professional Engineer, CE#50435
Colorado Professional Engineer, CE#43704

OIC#2738

ICC Building Official 5280450
ICC Plans Examiner, 5280450-60
ICC Building Inspector, 5280450-10

Certified Disaster Response Team Member, California Building Officials

Experience
18 Years

Mr. Patrick Johnson, a registered Civil Engineer in California, Arizona, Nevada, and Colorado is Supervising Plan Check Engineer for the Building and Safety Division. Patrick has more than 18 years of experience in the construction and engineering field. .He has more than six years plan check experience with Willdan, and is responsible for structural plan review.

Mr. Johnson's primary focus has been on structural engineering of lightweight commercial, industrial, and residential structures. Since employed with Willdan, he has attended a number of code enforcement and seismic application seminars and has received his Master of Engineering degree, specializing in Structures, from California State Polytechnic University. His extensive experience includes plan checking numerous projects that vary in size and complexity.

Mr. Johnson's previous engineering experience includes the position of a Design Engineer with KLP Consulting Engineers of Centennial, Colorado. In this capacity, he specialized in the design of lightweight commercial, multi and single-family housing. At times he would be called out to the field as a forensic engineer to justify the probable cause of structural damages caused by expansive soils. Mr. Johnson also has engineering experience in the design of variety of transportation projects including single and multi-span bridges, pedestrian tunnels, retaining walls, and concrete box culverts.

Other than residential and commercial timber framed structures, Mr. Johnson has plan checked several tilt up warehouse buildings that range in size up to 2.3 million square feet. He has also plan checked numerous structures consisting of braced and moment frames for lateral resistance, prestressed concrete structures, and multi-story buildings up to 6 stories in height.

Relevant Project Experience

PLAN CHECK

- Morongo Band of Mission Indians - Administration Building
- March Joint Powers Authority - Fresh and Easy Food Processing Facility
- California State University, Banning - Education Building
- City of Moreno Valley - Skechers Warehouse
- City of Fontana - Kaiser Administration Building
- City of Riverside - Amazon Warehouse

DAREN RASKIN, PE

Plan Check Engineer

Education
California State Polytechnic University-Pomona
BS Engineering

Affiliations
ASCE (American Society of Civil Engineers)

Registrations
California Professional Engineer, CE#57577

Experience
23 Years

Mr. Daren Raskin, a registered Civil Engineer in California, is a Plan Check Engineer for the Building and Safety Division. Daren has more than 23 years of experience in the construction and engineering field. He has more than 15 years design and plan check experience.

Mr. Raskin is also experienced in the design of various multi-story structures, shopping centers, commercial buildings, parking structures, and residential units. He has organized, scheduled, and supervised staff of engineers, draftsmen, and technicians. His expertise encompasses knowledge of all major building materials including cold-formed steel, structural steel, concrete and masonry, as well as the design of specialized systems of corrugated cold-formed shear walls, concrete shear walls, masonry shear walls, structural steel moment frames, braced frames and rigid diaphragm analysis.

Mr. Raskin's previous engineering experience includes the position of Project Engineer with a southern California engineering firm. In this capacity, he performed structural design, analysis and calculations for the repair of fire damaged buildings (residential and commercial), room additions and custom homes, and ensure structural drawings met design and code requirements.

Relevant Project Experience

PLAN CHECK

- City of San Luis Obispo
- City of Scotts Valley
- City of Moreno Valley
- City of Rialto
- City of San Bernardino
- City of Norco
- City of Highland
- City of Loma Linda
- City of Grand Terrace

SAEED AMIRAZIZI, SE, PE, CBO

Supervising Plan Check Engineer

Education
MS, Structural Engineering, Stanford University, Palo Alto, California

BS, Civil Engineering, Northeastern University, Boston, Massachusetts

Registrations
California Licensed Structural Engineer, S3499

California Licensed Civil Engineer, C43751

ICC Certified Building Official (CBO), 0019700-01 & 02 ICC Certified Plans Examiner, 0019700-B3

ICC Certified Accessibility Inspector/Plans Examiner, 0019700-21 ICC Certified Commercial Building Inspector, 0019700-B2

ICC Certified Residential Building Inspector, 0019700-B1

Affiliations
Structural Engineer Association of Southern California (SEAOSC), Member SE American Society of Civil Engineers (ASCE)

Experience
30 Years

Mr. Saeed R. Amirazizi is a California licensed structural engineer with over 30 years of structural engineering experience in structural design, seismic analysis, retrofit and plan checking of hospitals and schools, commercial, industrial and public facilities. He is also experienced in the design of various multi-story structures, shopping centers, parking structures, and residential units. He has organized, scheduled, and supervised staff of engineers, draftsmen, and technicians. Mr. Amirazizi has performed finite element analysis on many structures of all types and is completely familiar with ETABS, SAP 2000, RISA2D, and RISA 3D computer programs.

Mr. Amirazizi has been grading California Structure License Exams in the past and has been a part-time instructor teaching a course in masonry design at Continuing Professional Engineering
Education (CPEE) in Irvine.

Mr. Amirazizi has investigated damage to building and equipment after several major earthquakes, including Loma Prieta, Landers, Northridge, and Kobe.

Mr. Amirazizi is available to provide complete plan review services for our California clients.

Relevant Project Experience

Plan Check Experience:

Mr. Amirazizi performed structural plan review of schools and community colleges for the Division of the State Architect (DSA).

Mr. Amirazizi has previously performed structural plan review services for the Power and Utility (P & U) division of Bureau Veritas in the Costa Mesa office.

Mr. Amirazizi has also performed in-house structural plan review of commercial, industrial and residential buildings for the City of Palm Desert.

DANA REED, CASp

Senior Plans Examiner/Deputy Building Official

Education
Riverside Community College
Construction Technology

Affiliations
International Conference of Building Officials
International Association of Electrical Inspectors
International Association of Plumbing and Mechanical Officials

Registration
Certified Access Specialist CASp #287
FFPA Plan Check Certificate
DSA – Fire Life Safety Plans Examiner Certificate
ICC Certified Building Inspector, #37018
ICC Certified Plans Examiner, #75985
ICC Certified Combination Inspector, #99561
ICC Certified Electrical Inspector, #87340
ICC Certified Plumbing Inspector, #97093
ICC Certified Mechanical Inspector, #90760

Experience
30 Years

Mr. Dana Reed is a Senior Plans Examiner/Deputy Building Official for Engineering. He has more than 30 years of plan review, inspection and construction experience. His extensive experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, Electrical, and Fire Codes. Also review of projects under ADA Title II, OSHPD, and Titles 19 & 25.

Relevant Project Experience

ADA TITLE II COMPLIANCE
- City of Grand Terrace
- City of La Canada Flintridge
- Quality Inn Hotels
- Stater Bros. Markets

PLAN CHECK
- Barona Casino
- Hampton Inn
- Wal-Mart
- Morongo High Rise Hotel and Casino
- California State University Student Housing
- Walgreens Distribution Center

PLAN CHECK - OSPD III
- Kaiser Support Building, 49,650 SF
- Surgical Center, 6500 SF
- Medical Clinic, 12,000 SF

PLAN CHECK (Fire Review)
- Morongo Casino (alarm system)
- Buena Vista Casino
- Lowes
- Hampton Inn
- Wal-Mart
- San Manuel Village

INSPECTION
- New 100,000 square foot Mercedes-Benz dealership
- New 115,000 square foot K-Mart store
- New 5,000 square foot California Pizza Kitchen

Prior to joining Willdan, Mr. Reed's extensive experience includes plan checking and inspecting industrial and commercial buildings and reviewing plans for compliance with the applicable codes, state and local requirements. Mr. Reed served the City of Riverside as a plans examiner for the Building Department and as a building inspector for the Cities of Mission Viejo and Laguna Niguel. In this capacity, he reviewed plans for compliance with City and City ordinances, State requirements and codes; he assisted with permit issuance at the public counter.

ARNE LOVNASETH, ARCHITECT

Plan Check Architect

Education
Cal Poly Pomona, Bachelor of Science, Bachelor of Architecture

Registrations
California Licensed Architect, #C18833
I.C.C. Plans Examiner #0877794-B3

OIC# 2737

Certified Disaster Response Team Member, California Building Officials

Experience
26 Years

Mr. Arne Lovnaseth, a registered Architect in California, is a Plan Check Architect for Willdan's Building and Safety Division. He has 26 years experience in the construction field specializing in design work and plans examining. As a 1983 and 2001 graduate of Cal Poly Pomona his primary focus has been on architectural design of lightweight commercial and residential structures. He has attended a number of code enforcement seminars and currently is compiling a NCARB record for certification nationwide. He has extensive experience in ADA compliance.

During his tenure with Willdan, Mr. Lovnaseth has provided Counter Plan Review services to the City of Redlands, City of Colton, and the March Joint Powers Authority, a redevelopment agency located at March Air Force Base.

Relevant Project Experience

- **March JPA** - Sysco, 500,000 sq. ft. food processing facility.
- **March JPA** - Fresh & Easy Processing facilities 800,000 sq. ft. complex.
- **City of Banning** - Multi-building Office and Industrial Complex
- **City of Loma Linda** - Assisted Care Facility, 20,000 sq. ft
- **City of Loma Linda** - Church addition, 30,000 sq. ft.
- **City Moreno Valley** - Chili's Restaurant, 10,000 sq. ft.
- **City of Moreno Valley** - New LA Fitness, 42,000 sq. ft.
- **City of Colton** - Warehouse, 500,000 sq. ft.
- **Morongo Band of Mission Indians** - Administrative Complex, 50,000+ sq. ft.

Other projects include single and multi-family homes, industrial buildings, commercial warehouses, restaurants, fitness centers, motels, medical facilities and numerous tenant improvements.

Mr. Lovnaseth's previous architectural and plan checking experience includes the position of Senior Plans Examiner for a large Inland Empire City for more than five years. In this capacity, he specialized in the plan checking of lightweight commercial, multi and single-family housing. He supervised a staff of 5 plans examiners and permit technicians, issuing over 3,000 building permits a year.

Prior experience includes project manager at John McInnes Architect in Laguna Beach for five years and job captain at Sumich Design in San Juan Capistrano for eight years.

RICHARD SHIELDS, CBO

Building Inspection Manager

Education
Riverside City College
Construction Technology

Registrations
ICC Certified Building Official
ICC Certified Building Inspector
ICC Certified Plumbing Inspector
ICC Certified Mechanical Inspector
ICC Certified Electrical Inspector
IAPMO #032681

Affiliations
International Code Council
ICC Citrus Belt Chapter
ICC Foothill Chapter
ICBO Riverside County Chapter President - 1988

Experience
25 Years

Mr. Shields serves as Principal Project Manager for Willdan Engineering serving the Southern California area. In this capacity, Mr. Shields serves as Building Official for numerous cities and municipalities including March JPA, City of Canyon Lake, City of Grand Terrace, City of Loma Linda, City of Calimesa, and City of Banning. His duties also include the placement of experienced inspectors to fill inspection needs in cities and agencies, providing complex inspections on residential commercial and industrial projects, coordination of conditions of approvals for city projects, and managing project contracts.

Mr. Shields has extensive experience in managing technical staff including building inspector, code enforcement officers and permit counter technicians. He has more than 25 years of Building and Safety experience including Building Official services, building inspection, code compliance and overseeing permit counter services.

Prior to joining Willdan, Richard served as Director of Community Development and Building Official for the City of Grand Terrace. During his tenure with the City, he was responsible for reviewing plan submittal packages, ordinance adoption, budget and policy preparation. He also oversaw and scheduled building inspections and set project conditions of approval, ensuring compliance with California Code regulations and Municipal Code regulations. His responsibilities included conduction inspections on commercial and residential projects, assisting citizens and the development community with technical and general questions brought to the Building and Safety counter.

Mr. Shields also served as Building Official for the City of Highland. In this capacity, he managed the Building and Safety Division and Code Compliance Division. Responsibilities included supervision of Division staff, building inspections, budget preparation, ordinance adoption and policy preparation. Further duties included the creation of a high fire zone ordinance in the foothills of the City and providing information to the California Fire and Forestry Department on fire code compliance issues.

LEONARD PATZER

Sr. Building Inspector

Education
East Los Angeles College
A.S., Real Estate
Orange Coast College
Weld Technology Units
Wildick Institute of Technology
Special Inspector

Registrations
OSHPD Class A
 # A-20182
ICC Commercial Electrical Inspector
ICC Certified Building Inspector
ICBO Certified Special Inspector (Structural Steel and Welding and Reinforced Concrete)
American Welding Society Certified Welding Inspector
American Concrete Institute Concrete Field Testing Technician

Experience
26 Years

Mr. Leonard Patzer, OSHPD and Building Inspector in our Banning Office, has over twenty years of Building and Safety inspection experience. Extensive building inspections include public buildings, commercial and retail construction, medical and educational facilities, single-family dwellings, and multi-family developments. He coordinates with plan check staff, other municipal departments and agencies at the permit issuance stage and when finalizing permits. Most recently he served as an I.O.R for the Casino Morongo Co-Gen Plant, multi level parking structure, high rise hotel tower and casino and the San Manuel Casino, central plant, and multi level parking structure.

Prior to joining Willdan, Mr. Patzer served as Lead Inspector for an engineering firm located in Spring Valley, California. In this capacity, he supervised three inspectors and performed welding and high strength bolt inspection in the field and in the shop. Special projects included the Rancho Los Amigos Hospital in Downey, Riverside County Regional Medical Center, White Memorial Medical Center Market Creek Plaza and Courtyard by Marriot Hotel located in San Diego.

Relevant Project Experience

Morongo Band of Mission Indians- Mr. Patzer as Sr. Building Inspector served as an I.O.R. on this project. It consisted of a 29 story hotel tower, 5 level parking structure, 500,000 square foot casino and a 16 delta mega watt co-gen plant.

San Manuel Band of Mission Indians- Mr. Patzer as a Sr. Building Inspector served as an I.O.R. on this project. It consisted of a Casino, a 7 level parking structure and a central plant.

City of Indian Wells- As a Sr. Inspector Mr. Patzer provided all of the California Building Codes inspections for this project. The project was a 6 story addition to the Hilton Grand Champions Resort and Conference Center. He was responsible for ensuring all construction including but not limited to structural, electrical, mechanical and plumbing met the California Codes and approved plans.

City of Fontana- As a Sr. Inspector Mr. Patzer provided supervision of 3 contract inspectors in the City of Fontana. Inspections were performed under the provisions of the California Building Codes. Specifically, Mr. Patzer performed all of the inspections for 3, one million square foot warehouses. Each with a electric service of 1200 AMPS.

Various Special Inspector Assignments- Mr. Patzer performed the Welding and High Strength Bolt Inspections for the following projects: Rancho Los Amigos Hospital in Downey, Riverside County Regional Medical Center, White Memorial Medical Center.

MICHAEL BARRETT

Sr. Building Inspector

Registrations

B-1 General Contractor's license

C-5 Framing Contractor's license

HIC Home Improvement license

ICBO Building Inspector Certification

Building Official Certification Pending

ICC Legal & Management passed

Experience

30 Years

Mr. Barrett has more than 40 years of experience in the construction industry, including 30 years of experience as a General Building Contractor on major and minor remodels and new residential and commercial developments. He has served as an Industry Expert inspecting and reporting on general code and trade standard violations and has made more than 20 court appearances testifying on behalf of the State Contractor's License Board.

Relevant Project Experience

City of Merced
Served as a Building Inspector.

City of Beaumont
Served as a Building Inspector

American Arbitration Association
Served as an Arbitrator on code compliance for residential and commercial developments.

Willdan
Served as building inspector for Willdan in the following jurisdictions:
Rancho Mirage, Indian Wells, Redlands, Banning, Perris, Woodland, Live Oak, Colusa, San Jose, City of San Bernardino, Riverside County.

City of Colusa
Serving as Building Department Manager/Inspector

DAVID COOK

Sr. Building Inspector

Education
Riverside City College
Inspection Technology
Certificate

Registrations
International Code Council (ICC) Certified Building Inspector

Certified Disaster Response Team Member, California Building Officials

Experience
13 Years

Mr. David Cook, an ICC certified Building Inspector, serves as a Building and Housing Inspector for the Banning Office. David currently serves as Building Inspector for the Cities of Loma Linda, Grand Terrace and Colton. Mr. Cook has experience in building and safety inspection, housing inspections and code enforcement. His experience includes inspection of multi-story office buildings, commercial construction, retail outlets, single-family and multi-family residential developments. Mr. Cook also performs housing inspections and prepares reports for redevelopment agencies and housing improvement programs.

As a Certified Building Inspector, David has been responsible for front counter operations, over the counter plan check, field inspection, and permit coordination with other municipal departments and agencies. His inspection expertise includes complete fire-life safety building code enforcement, model codes in plumbing, mechanical and electrical as well as the California Building Standards, Title 24 Energy Standards, Accessibility, and ADA requirements.

Mr. Cook's housing experience includes housing inspections, receiving and processing complaints, investigating unpermitted construction and sub-standard housing as well as preparing reports and performing follow up inspections.

Prior to joining Willdan, Mr. Cook worked in construction performing multiple phases of residential and commercial construction.

KENNY HAMBRICK

Sr. Building Inspector

Education
Riverside City College

Registrations
International Code Council (ICC) Certified Building Inspector
International Code Council (ICC) Certified Mechanical Inspector
International Code Council (ICC) Certified Plumbing Inspector
International Code Council (ICC) Certified Electrical Inspector
International Code Council (ICC) Certified Plans Examiner

Certified Peace Officer Training, PC832

Experience
20 Years

Mr. Kenneth Hambrick, an ICC certified Building Inspector, serves as a Building Inspector for the Banning Office. Kenny currently serves as Building Inspector for a number of local cities including Calimesa, Highland and Grand Terrace. Mr. Hambrick has experience in building and safety inspection, code enforcement and plan reviewing responsibilities. His experience includes inspection of multi-story office buildings, tilt-up commercial construction, retail outlets, single-family and multi-family residential developments

As a Certified Building Inspector, Kenny has been responsible for front counter operations, over the counter plan check, field inspection, and permit coordination with other municipal departments and agencies. His inspection expertise includes complete fire-life safety building code enforcement, model codes in plumbing, mechanical and electrical as well as the California Building Standards, Title 24 Energy Standards, Accessibility, and ADA requirements.

Mr. Hambrick's code enforcement experience includes building abatements, receiving and processing complaints, investigating unpermitted construction and sub-standard housing. He received his 832 training from the California Correctional Academy.

Prior to joining Willdan, Mr. Hambrick served as Superintendent for a large home Southern California home builder.

HART PONDER

Community Outreach Coordinator

Education
Cerritos College, Norwalk, CA
AA Journalism

Certifications
CVAG Certificate of Training
ATC20 Post Disaster Safety Assessment Training
CACEO Certification

Experience
20 Years

Mr. Ponder has more than 20 years of community leadership and management experience and is recognized for his motivational skills and high performance in public outreach programs.

Relevant Project Experience

City of Banning
Community Outreach Coordinator - Acts as a liaison between the City and various agencies, community, business organizations and the general public and coordinates various special programs.

City of Palm Desert
Code Compliance Division – Managed the Division, prepared budgets, coordinate inter-office projects, participated in neighborhood council and business meetings.

City of Twenty-nine Palms
Community Resources Division – Managed the Division, prepared budgets, coordinated staff assignments, prepared statistical information.

SHARON BARRETT

Sr. Construction Permit Specialist

Education
Crafton Hills College, Yucaipa, CA

Mt. San Jacinto College, San Jacinto, CA

CBO Training Institute-Over the Counter Plan Check, Permit Technician 2

Registrations
International Code Council – Permit Technician #8198367

Experience
12 Years

Ms. Sharon Barrett has extensive experience in the permit/plan processing operations of building and engineering departments.

Relevant Project Experience

Willdan-City of Banning
As a senior permit technician, Sharon's primary responsibilities include:
- Plan and permit processing of building and safety projects.
- Issue building permits
- Scheduled inspections for building inspectors
- Customer Service

Willdan-Sacramento Office
As a permit/accounts technician, Sharon's primary responsibilities include:
- Facilitates plan check review activities for city, county jurisdiction projects and CSU projects consisting of small tenant improvements to large, multi-million dollar structures.
- Calculates applicable fees.
- Tracks plan check processes from submission until approval; route plans to appropriate personnel.
- Performs related duties as assigned.
- Maintains records and prepare reports as required.
- Assist and advise clients relating to plan check requirements and status of submitted projects.
- Accepts payments for services.

Willdan-San Bernardino Office
As a permit technician, Sharon's primary responsibilities included:
- Plan processing of public works and building and safety projects for city and county jurisdictions.
- Monthly Reports for all current public works projects and hourly fees associated with the projects.
- Customer relations for private contractors, developers, city & county jurisdictions.

ALISA FLANN

Sr. Construction Permit Specialist

Education
Construction Technology, Riverside Community College

Registrations
International Code Council – Permit Technician

Experience
20 Years

Ms. Alisa Flann has extensive experience in the permit/plan processing operations of building and engineering departments including 20 years of municipal experience.

Relevant Project Experience

Permit Counter Technician
As a senior permit technician, Alisa has provided services on an as-needed basis for the following municipalities:

- City of Banning
- City of Loma Linda
- City of Canyon Lake
- March Joint Powers Authority
- City of Grand Terrace
- City of Highland

In this capacity, her duties include:

- Plan and permit processing of building and safety projects
- Issue of building permits
- Scheduling inspections for building inspectors
- Customer Service

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WILLDAN
Celebrating 50 years of service

April 30, 2015

Mr. Brian Guillot
Acting Community Development Director
City of Banning
City Clerk
99 E. Ramsey Street
Banning, CA 92220

Subject: **Cost Proposal to Provide Building and Safety Services**

Dear Mr. Guillot:

Willdan Engineering is pleased to present this cost proposal to the **City of Banning** to continue to provide services to the City and to uphold our current professional relationship with the City. Our proposed fee schedule is as follows:

TASK	COST
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Again, thank for the opportunity to present our proposal to the City.

Respectfully submitted,
WILLDAN ENGINEERING

Ronald L. Espalin, PE
Director of Building and Safety
909.963.0569 – phone
909.888.5107 – fax
respalin@willdan.com

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CITY COUNCIL AGENDA

DATE: **July 15, 2015**

TO: **City Council**

FROM: **Lona N. Laymon, Assistant City Attorney**

SUBJECT: **Resolution No. 2015-47, "A Resolution of the City Council of the City of Banning, California approving an Extension to November 24, 2015 for Design Review No. 10-702 for the Village at Paseo San Gorgonio Project subject to the original conditions thereto and further subject to City Attorney's Approval of Documentation executed and delivered by JMA Village LLC to the City Attorney on or before July 15, 2015 (i) Confirming Commencement of Construction on or before August 31, 2015, and (ii) Modifying the other Construction Commencement Dates under the Amended PSA (as defined below), Confirming the Maturity Date of the Note as August 31, 2015, and Related Requirements."**

RECOMMENDATION:

That the City Council:

I. Adopt Resolution No. 2015-47 (Attachment 1) approving an Extension to November 24, 2015 for Design Review No. 10-702 for the Village at Paseo San Gorgonio project subject to original conditions thereto and further **subject to** the City Attorney's approval of documentation with JMA Village LLC on or before July 15, 2015 ("**Developer**") (i) confirming commencement of construction on or before August 31, 2015 , and (ii) modifying the Amended PSA (as defined below) with respect to the commencement dates of other construction obligations, confirming the maturity date of the Note as August 31, 2015, and related requirements.

JUSTIFICATION:

The Community Development Department is in receipt of a letter, dated May 18, 2015, from Developer (Attachment 2) requesting an extension of time for Design Review No. 10-702 for the Village at Paseo San Gorgonio project.

BACKGROUND:

On May 24, 2011, the City Council adopted Resolution No. 2011-44 (Attachment 3) adopting an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approving Design Review No. 10-702 and Tentative Parcel Map No.

36285 to construct a mixed-use commercial development, known as the Village at Paseo San Gorgonio project.

On January 24, 2012, the City entered into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with dated January 24, 2012 ("**Original PSA**") to sell the property to Developer which also specified post-closing obligations respecting the development of the Property. On June 10, 2014, the City Council approved the First Amendment to the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with JMA Village, LLC ("**PSA Amendment**"). The Original PSA as amended by the PSA Amendment is hereinafter referred to as the "**Amended PSA**".

On May 1, 2013 the Planning Commission adopted Resolution No. 2013-07 (Attachment 4) approving a two (2) year time extension for Design Review No. 10-702 until May 24, 2015 so that the discretionary land use entitlement approval would correspond with the Amended PSA.

The entire purchase price for the Property ($1,020,000) was paid by that certain Promissory Note from Developer to the City in the principal sum of $1,020,000 ("**Note**") which was secured by a deed of trust against the Property. Pursuant to the terms of the Note, the maturity date was Deeember 14, 2014. However, Developer has asserted through legal counsel that, although not formally documented by an amendment to the Note, it was the intention of the parties that the First Amendment also extend the maturity date of the Note which would be August 2015.

DISCUSSION:

The request for a time extension for Design Review No. 10-702 is only for the discretionary land use entitlement approval. The Design Review application process basically assures that a project meets the development standards (i.e., off-street parking, landscaping and architecture) of the City's Zoning Ordinance. There have been no significant changes to the Zoning Ordinance since the time that the project was originally approved that would warrant a re-evaluation of the project.

Section 17.56.060 (Expiration) of the City's Zoning Ordinance requires that construction shall commence within two (2) years from the date of approval or the Design Review shall become null and void. To date, Design Review No. 10-702 has remained valid for the past four (4) years. The City's Building & Safety Division has completed the plan check process and from this point the building permits may be issued upon the payment of fees.

The stated maturity date of the Note was December 14, 2014 and, since it was not paid, arguably the City could commence foreclosure proceedings. However, due to the complexities of the terms of the Note and the PSA Amendment, the City would arguably need to give 10 days prior notice to Developer. As noted above, Developer has indicated that it would challenge any foreclosure proceedings asserting on a maturity date prior to August 2015. Developer's counsel has acknowledged that the Maturity Date is, no event, later than August 31, 2015.

At the last meeting, the City Council directed the City Attorney to dialogue with the Developer. Multiple contacts were made with Developer's legal counsel and the situation was explained and Developer was requested to provide written assurance of August 31, 2015 for commencement of construction of the project. Developer has not provided any definitive response or commitment.

The current proposal is that the City Council authorize the extension of the current Design Review No. 10-702 to November 24, 2015 upon the condition that definitive documentation satisfactory to the City Attorney is executed and delivered by Developer to the City Attorney on or before July 15, 2015 which confirms (i) commencement of construction on or before August 31, 2015 and (ii) confirms other construction dates under the Amended PSA and confirms the maturity date of the Note as August 31, 2015, and (iii) related requirements.

ENVIRONMENTAL:

As previously mentioned, on May 24, 2011, the City Council approved the Initial Study/ Mitigated Negative Declaration, including a Mitigation Monitoring and Reporting Program, in accordance with the California Environmental Quality Act (CEQA). Section 15162 of the CEQA Guidelines states that once a Mitigated Negative Declaration has been adopted for a project, no subsequent Mitigated Negative Declaration shall be prepared unless: 1) substantial changes are proposed to the project, 2) substantial changes occur with respect to the circumstances under which the project is undertaken, or 3) new information of substantial importance is presented which was not known and could not have been known at the time the previous Mitigated Negative Declaration was adopted. This request for an extension of time does not propose changes to the approved project, nor is there evidence of the circumstances noted in conditions 2 or 3 above. Therefore, a subsequent/supplemental environmental document is not required.

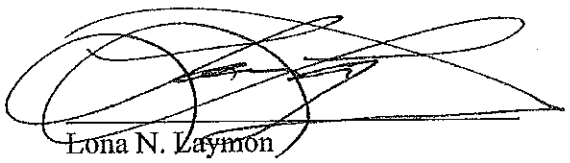
CONCLUSION:

It is recommended that the City Council adopt Resolution No. 2015-47:

1. Adopt Resolution No. 2015-47 (Attachment 1) approving an extension to November 24, 2015 for Design Review No. 10-702 for the Village at Paseo San Gorgonio project subject to the original conditions thereto and further **subject to** the City Attorney's approval of documentation executed and delivered by JMA Village LLC to the City Attorney on or before July 15, 2015 (i) confirming commencement of construction on or before August 31, 2015, and (ii) modifying the Amended PSA (as defined below) with respect to the commencement dates of construction obligations, confirming the maturity date of the Note as August 31, 2105, and related requirements.

FISCAL DATA: There will be no fiscal impact as a result of this action.

RECOMMENDED BY:



Lona N. Laymon
Assistant City Attorney

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APPROVED BY:

Dean Martin
Interim City Manager/Interim Administrative Services Director

ATTACHMENTS:

1. Resolution No. 2015-47 approving a Six (6) Month (180 Days) Time Extension for Design Review No. 10-702 for the Village at Paseo San Gorgonio project to November 24, 2015.
2. Letter from JMA Village, LLC, dated May 18, 2015.
3. City Council Resolution No. 2011-44 adopting an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approving Design Review No. 10-702 and Tentative Parcel Map No. 36285.
4. Planning Commission Resolution No. 2013-07 approving a two-year time extension for Design Review No. 10-702 until May 24, 2015.

Attachment 1
Resolution No. 2015-47

RESOLUTION NO. 2015-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN EXTENSION TO NOVEMBER 24, 2015 FOR DESIGN REVIEW NO. 10-702 FOR THE VILLAGE AT PASEO SAN GORGONIO PROJECT SUBJECT TO THE ORIGINAL CONDITIONS THERETO AND FURTHER SUBJECT TO CITY ATTORNEY'S APPROVAL OF DOCUMENTATION EXECUTED AND DELIVERED BY JMA VILLAGE LLC TO THE CITY ATTORNEY ON OR BEFORE JULY 15, 2015 (I) CONFIRMING COMMENCEMENT OF CONSTRUCTION ON OR BEFORE AUGUST 31, 2015, AND (II) MODIFYING THE COMMENCEMENT DATES OF THE CONSTRUCTION OBLIGATIONS UNDER THE AMENDED PSA, CONFIRMING THE MATURITY DATE OF THE NOTE AS AUGUST 31, 2015, AND RELATED REQUIREMENTS.

WHEREAS, an application to extend the expiration date of Design Review No. 10-702 previously approved to construct a mixed use commercial development has been duly filed by:

Applicant/Owner:	JMA Village, LLC
Authorized Agent:	Mark Frost – The Frost Company
Project Location:	South of Ramsey Street, east of San Gorgonio Avenue
APN Number:	541-181-009, 010, 011, 012, 014, 023-028; 541-183-001, 002-004
Lot Area:	5.25 Acres

WHEREAS, on May 24, 2011, the City Council adopted Resolution No. 2011-44 adopting an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approving Design Review No. 10-702 and Tentative Parcel Map No. 36285 to construct a mixed-use commercial development, known as the Village at Paseo San Gorgonio project; and

WHEREAS, on January 24, 2012, the City Council entered into an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with JMA Village, LLC ("**Developer**") for the acquisition and development of the property ("**Original PSA**"), and subsequently, on June 10, 2014, the City Council approved the First Amendment to the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Developer ("**First Amendment**") (collectively the "**Amended PSA**"); and

WHEREAS, on May 1, 2013, the Planning Commission adopted Resolution No. 2013-07 approving a two (2) year time extension for Design Review No. 10-702 until May 24, 2015 so that the discretionary land use entitlement approval; would correspond with the Amended PSA; and

WHEREAS, Developer has asserted that the maturity date of Developer's Promissory Note in the sum of $1,020,000 payable to the City under the Original PSA ("**Note**") was extended by implication under the First Amendment; and

WHEREAS, the City Council has determined that there is a need to further extend Design Review No. 10-702 so that the discretionary land use entitlement approval subject to the original conditions and furthermore **subject to** the City Attorney's approval of documentation executed and delivered by Developer to the City Attorney on or before July 15, 2015 (i) confirming construction to commence on or before August 31, 2015, and (ii) modifying the Amended PSA with respect to the commencement dates of construction obligations, confirming the maturity date of the Note as August 31, 2015, and related requirements.

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

SECTION 1. An extension to November 24, 2015 for Design Review No. 10-702 is hereby approved, subject to the original conditions of approval, and furthermore **subject to** the City Attorney's approval of documentation executed and delivered by JMA Village LLC to the City Attorney on or before July 15, 2015 (i) confirming commencement of construction on or before August 31, 2015, and (ii) modifying the Amended PSA with respect to the commencement dates of construction obligations, confirming the maturity date of the Note as August 31, 2015, and related requirements.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2015.

_____
Deborah Franklin, Mayor
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

_____
Lona N. Laymon, Assistant City Attorney
Aleshire and Wynder, LLP.

ATTEST:

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

01102.0040/256590.3

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-47 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 23rd day of June, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

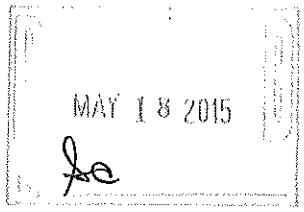
01102.0040/256590.3

Attachment 2
Letter from JMA Village, LLC, dated May 18, 2015

JMA VILLAGE, LLC

300001 Golden Lantern

Laguna Niguel, CA 92677



City Of Banning

99 E. Ramsey Street

Banning, CA 92220

Attn: Brian Guillot

Re: Time Extension Design Review #10-702

The Village At Paseo San Gorgonio

Mr. Guillot,

JMA Village, LLC hereby requests an extension of the above referenced Design Review by the City Council.

Thank you for your attention to this matter.

Sincerely,

Mark Frost,

Member

Attachment 3
City Council Resolution No. 2011-44

RESOLUTION NO. 2011-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING DESIGN REVIEW (DR) #10-702 AND TENTATIVE PARCEL MAP #36285 TO CONSTRUCT A MIXED USE COMMERCIAL DEVELOPMENT ON A 5.25 ACRE PARCEL IN THE DOWNTOWN COMMERCIAL (DC) ZONE.

WHEREAS, an application for a Design Review and Tentative Parcel Map to construct a mixed use commercial development has been duly filed by:

Applicant/Owner:	JMA Village, LLC/various
Authorized Agent:	Mark Frost – The Frost Company
Project Location:	South of Ramsey Street, east of San Gorgonio Avenue
APN Number:	541-181-009, 010, 011, 012, 014, 023-028; 541-183-001, 002-004
Lot Area:	5.25 Acres

WHEREAS, the City Council has the authority per Chapter 17.56 of the Banning Municipal Code to take action on Design Review #10-702 Tentative Parcel Map #36285 to construct a mixed use commercial development on a 5.25 acre parcel in the Downtown Commercial (DC) zone located South of Ramsey Street, east of San Gorgonio Avenue; and

WHEREAS, the on May 4, 2011, the Planning Commission approved Resolution No. 2011-02 recommending approval to City Council of the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; and, DR #10-702 and TPM #36285 per Chapter 17.44 of the Banning Municipal Code in connection with the subject Design Review; and

WHEREAS, Section 17.44.020 of the Banning Municipal Code provides that the highest level of review authority approve multiple applications, which requires City Council approval; and

WHEREAS, an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines, and the City of Banning Environmental Review Guidelines. The Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was made available for a 30-day public review from March 25, 2011, through April 25, 2011, and was adopted by City Council on May 10, 2011; and

WHEREAS, on May 24, 2011, the City Council held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Design Review #10-702 and Tentative Parcel Map #36285; and

WHEREAS, at this public hearing on May 24, 2011, the City Council considered and heard public comments on the project and the proposed approval of Design Review #10-702 and Tentative Parcel Map #36285;

NOW THEREFORE, the City Council of the City of Banning does hereby resolve, determine, find, and order as follows:

SECTION 1 ENVIRONMENTAL FINDINGS.

The City Council, in light of the whole record before it including but not limited to the City's local CEQA Guidelines and Thresholds of Significance, the adopted Mitigated Negative Declaration and documents incorporated therein by reference, any written comments received and responses provided, the proposed Mitigation Monitoring and Reporting Program and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby finds and determines as follows:

1. California Environmental Quality Act (CEQA):

   a) **Review Period**: That the City has provided the public review period for the Mitigated Negative Declaration for the duration required under CEQA Guidelines Sections 15073 and 15105.
   b) **Compliance with Law**: That the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) and the local CEQA Guidelines and Thresholds of Significance adopted by the City of Banning.
   c) **Independent Judgment**: That the Mitigated Negative Declaration reflects the independent judgment and analysis of the City.
   d) **Mitigation Monitoring and Reporting Program**: That the Mitigation Monitoring and Reporting Program is designed to ensure compliance during project implementation in that change to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements or other measures as required by Public Resources Code Section 21081.6.
   e) **No Significant Effect**: That revisions made to the project plans agreed to by the applicant and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the City Council finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the

environment. Therefore, the City Council concludes that the project will not have a significant effect on the environment.

2. Wildlife Resources.

Pursuant to Title 14, California Code of Regulations § 753.5(c), the City Council has determined, based on consideration of the whole record before it, that there is no evidence that the proposed project will have the potential for any adverse effect on wildlife resources or the habitat upon which wildlife depends. Furthermore, on the basis of substantial evidence, the City Council hereby finds that any presumption of adverse impact has adequately been rebutted. Therefore, pursuant to Fish and Game Code § 711.4(c)(2)(B) and Title 14, California Code of Regulations, § 753.5(a)(3), the project is not required to pay Fish and Game Department filing fees.

3. Multiple Species Habitat Conservation Plan (MSHCP).

The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 2 REQUIRED FINDINGS FOR DESIGN REVIEW.

The Zoning Code requires that each Design Review (BMC §17.56.050) application meet certain findings in order to be approved by the City Council. The following findings are findings for Design Review:

Finding No. 1: The proposed project is consistent with the General Plan.

Findings of Fact: The project is consistent with the General Plan Land Use Element Policy which states: "The land–use map shall provide for sufficient lands to provide a large range of products and services to the City and the region while carefully considering compatibility with adjacent residential lands". The land-use designation of Downtown Commercial (DC) allows a mixed use commercial development as a permitted use. The proposed project will provide 13,500 square feet of office space; 29,955 square feet of hotel/office space; 13,500 square feet of retail space; and, 12,000 square feet of restaurant space for the community.

Further, the project is consistent with General Plan Economic Development Policy which states: "The City shall take a proactive role in the retention of existing businesses and the recruitment of new businesses, particularly those that generate and broaden employment opportunities, increase discretionary incomes, and contribute to City General Fund revenues". The proposed project will generate an estimated 145 jobs for the office alternative and 126 jobs for the hotel alternative, and generate sales tax from retail sales.

Finding No. 2: The proposed project is consistent with the Zoning Ordinance, including the development standards and guidelines for the district in which it is located.

Findings of Fact: The proposed project is consistent with the Zoning Ordinance and the development standards of the DC zone, including setbacks, building height, building coverage on the lot. The project is proposed on property that was previously developed consisting of several parcels. The Tentative Parcel Map proposes to combine the existing parcels and make four commercial parcels suitable for the proposed development and in compliance with the Zoning Ordinance. The proposed parcels are in compliance with the commercial development standards for the DC zone as it pertains to lot size, width, and depth.

The Zoning Ordinance requires 341 total parking spaces for the hotel alternative and 378 total parking spaces for the office alternative. The proposed project provides 360 parking spaces for the hotel alternative and 378 parking spaces for the office alternative utilizing shared parking and limited street parking as allowed by the Zoning Ordinance. The project provides 25,258 square feet (or 15%) of landscaping in the parking area as required by the Zoning Ordinance.

Finding No. 3: The design and layout of the proposed project will not unreasonably interfere with the use and enjoyment of neighboring existing or future development, and will not result in vehicular and/or pedestrian hazards.

Findings of Fact: The proposed project has provided site and circulation layout design in such a way that the project will not interfere with the use and enjoyment of existing and future development. The developer shall coordinate/design pedestrian and vehicle access with the existing adjacent buildings located immediately west of the project. The proposed project provides three vehicle access driveways, one fronting San Gorgonio Avenue, one fronting Ramsey Street, and the third via Martin Street providing sufficient and secondary vehicle access for the commercial development. The proposed project provides pedestrian walks around the individual buildings. Additionally, the project has been reviewed by the City Engineer and Fire Department with regard to site circulation for pedestrian and motor vehicles and emergency access, which will not result in vehicular and/or pedestrian hazards.

Finding No. 4: The design of the proposed project is compatible with the character of the surrounding neighborhood.

Finding of Fact: The proposed use will not impair the integrity and character of the DC land use district in which it is to be located because it is surrounded by existing developments and on Ramsey Street corridor which is a long-established commercial corridor. Government offices are located to the north and across Ramsey Street that includes City Hall and the recently constructed Police Station. To the west are located the historic era buildings known as the Coplin House (12 S. San Gorgonio Avenue) and the Reid Building (54 S. San Gorgonio Avenue); across San Gorgonio Avenue is the Odd Fellows Building (25 S. San Gorgonio Avenue). East of the Project site is a self-storage

facility and a small retail store. The building architecture and site circulation and landscaping has been designed in a way that the project is compatible with the character of the surrounding neighborhood.

SECTION 3 REQUIRED FINDINGS FOR TENTATIVE PARCEL MAP.

In accordance with Banning Municipal Code Chapter 16.08 and §17.44.010 and Government Code §66463, §66473.1, §66473.5 and §66474, the City Council, in light of the whole record before it, including but not limited to the Community Development Department's staff report and all documents incorporated by reference therein, the City's General Plan, Subdivision Ordinance, Zoning Ordinance, standards for public streets and facilities, and the City's commercial design guidelines and any other evidence within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

Finding No. 1: Tentative Parcel Map #36285 is consistent and compatible with the objectives, policies, general land uses, and programs specified the City's General Plan.

Finding of Fact: The General Plan land use designation for the site is Downtown Commercial (DC), which allows commercial development. The Tentative Parcel Map proposes to combine the existing parcels and make four commercial parcels suitable for the proposed development and in compliance with the Zoning Ordinance. The proposed parcels are in compliance with the commercial development standards for the DC zone as it pertains to lot size, width, and depth. Considering all of these aspects, the proposed Map furthers the objectives and policies of the General Plan and is compatible with the general land uses specific in the General Plan.

Finding No. 2: The design and improvement of the subdivision proposed under Tentative Parcel Map #36285 is consistent with the City's General Plan.

Finding of Fact: The proposed subdivision has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on site improvements, such as streets, utilities, and drainage facilities have been designed and are conditioned to be constructed in conformance with City standards.

Finding No. 3: The site is physically suitable for the type of development proposed under Tentative Parcel Map #36285.

Finding of Fact: The site is generally rectangular and sloping to the southeast and consists of 5.25 acres. The site is located within a shallow flood plane; however, this condition is mitigated through the requirements of the Grading Ordinance and preparation of a grading plan in connection with the site development. No major geologic hazards have been reported on the site or other limited conditions that would render it unsuitable for commercial development.

Finding No. 4: The design of the subdivision and improvements proposed under Tentative Parcel Map #36285, is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Finding of Fact: The project site is located within an urbanized area of the City of Banning. The site contains buildings and pavement. Vegetation on the site is limited to planted landscape trees. The site is developed and disturbed regularly by activities related to the existing businesses and events using the paved parking area. There are no areas of the site where the land is depressed and water is retained to support wetlands. There is no evidence that any endangered, threatened or listed species of plant or animal, or its habitat, is located on the site. In addition, this project has been conditioned to comply with the environmental policies and regulations of the City of Banning and those of all local and regional governmental agencies having jurisdiction over the site.

Finding No. 5: The design of the subdivision and improvements proposed under Tentative Parcel Map #36285 is not likely to cause serious public health problems.

Finding of Fact: The design of the subdivision is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance, the construction of all buildings on the site has been conditioned to comply with all applicable City of Banning ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to Stormwater runoff management and controls. In addition, the design and construction of all improvements for the subdivision has been conditioned to be in conformance with adopted City street and public works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety and welfare. Finally, the street system fronting the subdivision will provide emergency vehicular access to the development.

Finding No. 6: The design of the subdivision and improvements proposed under Tentative Parcel Map #36285, will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Finding of Fact: An easement for public access across the site (Livingston Street) has been disclosed in a search of the title records for the property. The subdivision has been designed to replace the previously existing easements (Livingston Street) with alternative access easements that provide reasonable access to the public across the site in a manner substantially equivalent to the previously existing easements. Additionally, public utility easements shall be reserved for all utilities.

Finding No. 7: The design of the subdivision proposed Tentative Parcel Map #36285, adequately provides for future passive or natural heating and cooling opportunities in the subdivision.

Finding of Fact: Taking into consideration local climate and the existing contour and configuration of the site and its surroundings, the size and configuration of lots within the proposed subdivision have been arranged, to the greatest extent feasible, to permit orientation of structures in an east-west alignment for southern exposure, or to take advantage of natural shade, or to take advantage of prevailing breezes.

SECTION 4 CITY COUNCIL ACTIONS.

The City Council hereby takes the following actions:

1. In accordance with Public Resources Code Section 21152(a) and CEQA Guidelines Section 15063(b) (2) the City Council hereby adopts the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and directs the Community Development Director to prepare and file with the Clerk for the County of Riverside a notice of determination as provided under Public Resources Code Section 21152(a) and CEQA Guidelines Section 15094.

2. Adopt City Council Resolution No. 2011-44 approving Design Review (DR) #10-702 and Tentative Parcel Map (TPM) #36285 subject to Conditions of Approval attached hereto and incorporated herein by reference as Exhibit A.

PASSED, APPROVED AND ADOPTED this 24th day of May, 2011.

Barbara Hanna, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City Council of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2011-44, was duly adopted by the City Council of the City of Banning, California, at a joint meeting thereof held on the 24th day of May, 2011, by the following vote, to wit:

AYES: Councilmembers Botts, Franklin, Machisic, Robinson, Mayor Hanna

NOES: None

ABSENT: None

ABSTAIN: None

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

Proud History
Prosperous Tomorrow

City of Banning

99 E. Ramsey Street · P.O. Box 998 · Banning, CA 92220-0998 · (951) 922-3125 · Fax (951) 922-3128

COMMUNITY DEVELOPMENT
DEPARTMENT

EXHIBIT A

PROJECT #: Design Review (DR) #10-702 / Tentative Parcel Map #36285

SUBJECT: Conditions of Approval*

APPLICANT: JMA Village, LLC - The Frost Company

LOCATION: Ramsey Street east of San Gorgonio Avenue

I. General/On-Going.

*** All fair share agreements, covenant agreements and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.**

Community Development Department

1. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

2. These conditions of approval are subject to and may be revised, added to, or amended by the Disposition and Development Agreement to be approved by City Council.

3. The issuance of these Conditions of Approval do not negate the requirements of the Engineering/Public Works Department or submittal, review, and approval of: Street improvement plans, signing and striping plans, grading plans, storm drain improvement plans, street lighting plans, water, sewer, and electrical improvement plans, or other plans as deemed necessary by the City Engineer.

4. Construction shall commence within two (2) years from the date of project approval, or the Design Review shall become null and void. Additionally, if after commencement of construction work is discontinued for a period of one year the Design Review shall become null and void. Projects may be built in phases if pre-approved by the review authority. The Community Development Director may, upon a written application being filed 30 days prior to expiration and for good cause, grant a onetime extension not to exceed 12 months. Upon granting of an extension, the Community Development Director shall ensure that the Design Review complies with all current Ordinance provisions.

5. A copy of the signed resolution of approval or Community Development Director's letter of approval and all conditions of approval (with conditions from Banning Fire Services attached) and any applicable mitigation measures shall be reproduced in legible form on the grading plans, building and construction plans, and landscape and irrigation plans submitted for review and approval as required by the reviewing department.

6. The applicant shall comply with all conditions of approval as stipulated by the Airport Land Use Commission (ALUC) project review held on April 14, 2011, and any amendments; including any requirements stipulated by the Federal Aviation Administration (FAA) Aeronautical Study.

7. The site shall be developed and maintained in accordance with the plans stamped approved by the City dated May 4, 2011, which include site plans, architectural elevations, exterior materials and colors, landscaping, and grading on file in the Planning Division; the conditions contained herein; and, municipal code regulations.

8. Approval of this entitlement shall not waive compliance with any sections of the Development Code, other applicable City Ordinances, in effect at the time of building permit issuance.

9. If human remains are encountered during grading and other construction excavation, the developer/owner shall stop/cease work in the immediate vicinity and the County Coroner shall be contacted pursuant to State Health and Safety Code Section 7050.5.

10. In the event that Native American cultural resources are discovered during project development/construction, all work in the immediate vicinity of the find shall cease and a qualified archeologist meeting the Secretary of Interior Standards shall be hired to access the find. Work on the overall project may continue during this assessment period. If

significant Native American cultural resources are discovered, for which a Treatment Plan must be prepared, the developer or his archeologist shall contact the Morongo Band of Mission Indians ("Tribe"). If requested by the Tribe, the developer of the project archeologist shall, in good faith, consult on the discovery and its disposition.

11. Trash collection shall occur between the hours of 8:00 a.m. and 6:00 p.m. only.

12. All graffiti shall be removed immediately or within 24 hours of notice from the City.

13. The entire site shall be kept free from trash and debris at all times and in no event shall trash and debris remain for more than 24 hours.

14. The property owner shall permanently maintain all parking lot signs and markings in a clear and visible manner.

15. Exterior wall mounted lighting shall be decorative fixtures in a prefinished color to match the building. Wall fixtures shall be consistent with any pole mounted fixtures required to maintain minimum lighting levels.

16. The buildings used in the development for office use shall designate one preferred parking space for carpool vehicles.

17. The developer shall provide a bicycle parking spot including a rack to secure bicycles.

18. The office buildings shall be designed to accommodate telecommuting facilities.

19. If the 29,955 square foot building is developed as an office, the developer shall prepare a trip reduction program for the office building. This will include an information center for transportation alternatives.

20. There shall be no light spillover onto the adjacent properties from the parking lot lighting and/or exterior building lighting, including outdoor security lighting. All lighting fixtures shall not have a visible light source, must be shielded and directed downward and away from adjoining properties and public rights-of-way.

21. Trash enclosure shall be provided with three, decorative walls with enhanced wall cap and a gate, in a style compatible with the structure's architecture. The gate shall be maintained in working order and shall remain closed except when in use.

22. All roof-mounted equipment or utility equipment on the side of the structure, or on the ground, shall not be visible from adjacent properties, the public rights-of-way or the parking lot. Any architectural screening that is proposed to shield the roof-mounted equipment shall be compatible in terms of colors and materials of the building. Landscape screening for ground mounted equipment shall be of sufficient size and quantity to fully screen the equipment.

23. There shall be no visible storage of any items including garbage, building, or manufacturing materials or junk, in any portion of the project.

24. Comply with all environmental mitigation measures, as detailed in the Environmental Impact Report (EIR) San Gorgonio Inn Demolition and the Mitigation Monitoring and Reporting Plan, as adopted by the City of Banning Community Redevelopment Agency.

25. Comply with all environmental mitigation measures, as detailed in the Mitigated Negative Declaration or the Mitigation Monitoring and Reporting Plan, as approved by the Planning Commission at their regularly scheduled meeting held on May 4, 2011.

26. The project shall at all times comply with all Federal, State, County and City laws, codes, regulations and standards including those that relate to hazardous materials.

Public Works Department

27. A Public Works Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance. Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.

28. Driveway grades shall not exceed eight percent unless approved by the City Engineer.

29. Parking areas shall be designed and improved with grades not to exceed five percent slope.

30. The developer shall make provision for a pull-out bus bay fronting Ramsey Steet.

31. Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans.

32. The following improvement plans shall be prepared by a Civil Engineer licensed by the State of California; and, submitted to the Engineering Division for review and approval. A separate set of plans shall be prepared for each line item listed below. Unless otherwise authorized in writing by the City Engineer, the plans shall utilize the minimum scale specified and shall be drawn on 24" x 36" Mylar film. Plans may be prepared at a larger scale if additional detail or plan clarity is desired (Note: the applicant may be required to prepare other improvement plans not listed here pursuant to improvements required by other agencies and utility purveyors).

Rough Grading Plans	1" = 40' horizontal
Precise Grading Plans	1" = 40' horizontal
(All conditions of approval shall be reproduced on last sheet of set)	
Haul Route Plans	1" = 40' horizontal
Clearing Plans	1" = 50' horizontal

(Include fuel modifications zones)	
(Include construction fencing plan)	
Erosion Control & Storm Water	
Pollution Prevention Plan (SWPPP)	1" = 40' horizontal
(Note: a, b, c & d shall be reviewed and approved concurrently)	
Storm Drain Plans	1" = 40' horizontal
Street Improvement Plans	1" = 40' horizontal
	1" = 4' vertical
Traffic Signal Plans (Caltrans Standard)	1" = 20' horizontal
Signing & Striping Plans	1" = 40' Horizontal
Construction Traffic Control Plan	1" = 40' Horizontal
(Major or arterial highways only)	
Landscaping Plans-Streets	1"=20' Horizontal
Water and Sewer Improvement Plans	1" = 40' horizontal
	1" = 4' vertical
On-site Utility Plans	1" = 40' horizontal

33. Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.

34. All off-site plan and profile street improvement plans and signing & striping plans shall show all existing improvements for a distance of at least 200-feet beyond the project limits, or at a distance sufficient to show any required design transitions.

35. All on-site signing and striping plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, raised pavement markers (including blue raised pavement markers at fire hydrants) and street name signs per Public Works standard plans and/or as approved by the City Engineer.

36. A small index map shall be included on the title sheet of each set of plans, showing the overall view of the entire work area.

37. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning or the Riverside County Flood Control and Water Conservation District unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFCD. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer prior to the issuance of any certificate of use and/or occupancy.

38. The project shall provide two separate and approved access points to the public right-of-way (secondary access).

39. All street improvement design shall provide pavement and lane transitions per Caltrans standards for transition to existing street sections.

40. The developer shall participate in the City's recycling program by providing two trash receptacles, one for regular trash and one for recycling, within the trash enclosure. The trash enclosure shall be designed and constructed in such a manner to accommodate a recycling bin as well as the necessary solid waste containers.

41. The applicant shall plant and perpetually maintain trees, shrubs, and ground cover placed in the parkway, slopes adjacent to public right-of-ways, and median islands constructed in connection with the project in accordance with the approved landscape and irrigation plan. This includes providing irrigation and the clearing of debris and weed removal.

42. The onsite driveway accessing Parcel 1 and Parcel 2 that serves the 3-story building shall be 28 feet wide minimum.

43. Construction debris shall be disposed of at a certified recycling site. It is recommended that the developer contact the City's franchised solid waste hauler, Waste Management of the Inland Valley at 1-800-423-9986, for disposal of construction debris.

44. Plan check fees for professional report review (geotechnical, drainage, etc.), and all improvement plans review, shall be paid prior to submittal of said documents for review and approval in accordance with the fee schedule in effect at the time of submittal.

45. The CC & R's shall contain provisions which prohibit dissolution of the property owners' association unless another entity has agreed to assume the operation and maintenance responsibilities of the property owners' association. The CC & R's shall contain provisions that prohibit the developer and his/her successors-in-interest from amending said covenants, conditions and restrictions to conflict with these conditions of approval, City codes and/or standards. The CC & R's shall be subject to prior review and approval of the City Attorney. The applicant or developer shall bear the cost of the review.

Electric Utility Department

46. The Electric Utility shall be notified of any changes to the site plans, & load calculations.

II. Prior to Issuance of Grading Permits.

Community Development Department

47. All site, grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency such as grading, tree removal, encroachments, building location, etc. or prior to final map approval in the case of a subdivision, or approved use has commenced, whichever comes first.

48. The developer shall coordinate/design pedestrian and vehicle access with the existing adjacent buildings located immediately west of the project. This may include removing and/or replacing portions of the pedestrian walks and vehicle drives in order to comply with current design standards.

49. A tree removal and replacement plan shall be required for the removal and replacement of all trees in excess of 50 years of age, unless their removal is required to protect the public health and safety.

50. The developer shall submit a construction access plan and schedule for the development of the project for Community Development Director and City Engineer approval; including, but not limited to, public notice requirements, special street posting, phone listing for community concerns, hours of construction activity, dust control measures, and security fencing.

51. The following notation shall be placed on the grading plan: "No more than three days prior to removing trees, shrubs or tall herbaceous vegetation during the breeding season for migratory birds (February 15 to August 31) a qualified biologist shall conduct a nesting bird survey."

Public Works Department

52. Grading of the subject property shall be in accordance with the City of Banning grading standards, and accepted grading practices as reviewed and approved by the City Engineer. The final grading plan shall be in substantial conformance with the approved conceptual grading plan.

53. The applicant shall execute a Stormwater Management Facilities Agreement guaranteeing the maintenance of stormwater pollution controls. Said agreement shall be subject to prior review and approval by the City Attorney. The applicant of developer shall bear the cost of the review. Said approved agreement shall be recorded with the Riverside County Recorder and run with the land.

54. A preconstruction meeting shall be held for all participating field personnel, including all appropriate City staff, prior to the commencement of construction activities.

55. A soils report and geological report shall be prepared by a qualified engineer and geologist, respectively, licensed by the State of California to perform such work. Said report shall be reviewed and approved by the City Engineer. The applicant or developer shall be required to comply with all recommendations of said report.

56. The applicant shall obtain any necessary clearances and/or permits from the following agencies:

Fire Marshal
Public Works Department (Grading Permit, Improvement Permit)
Community Development Department
Riverside County Environmental Health Department
California Regional Water Quality Control Board Colorado River Basin (RWQCB)
South Coast Air Quality Management District (SCAQMD)
Riverside County Flood Control District (RCFCD)

57. The applicant is responsible for meeting all requirements of permits and/or clearances from the above listed agencies. When the requirements include approval of improvement plans, the applicant shall furnish proof of such approvals when submitting improvements plans to the City.

58. All utility systems including gas, electric, telephone, water, sewer, storm drain, and cable TV shall be provided underground, with easements provided as required, designed and submitted for review and approval. Said items shall be constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.

59. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division for review and approval of the City Engineer prior to grading plan approval.

60. Submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed.

61. If the site is located in a Flood Area as identified in the current Flood Insurance Rate Map the developer is responsible for providing a certification by a registered professional engineer or architect demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

62. The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property to the west.

63. The applicant shall comply with Chapter 13.24 "Stormwater Management and Discharge Controls" of the Banning Municipal Code (BMC); California Building Code related to excavation and grading; and, the State Water Resources Control Board's orders, rules and regulations.

64. For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the

applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board.

65. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"):

Temporary Soil Stabilization (erosion control).
Temporary Sediment Control.
Wind Erosion Control.
Tracking Control.
Non-Storm Water Management.
Waste Management and Materials Pollution Control.

66. All erosion and sediment control BMPs proposed by the applicant shall be approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project.The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City.

67. Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California. A grading permit shall be obtained prior to commencement of any grading activity.

68. Prior to issuance of any grading or building permit a Project-Specific Water Quality Management Plan (WQMP) shall be reviewed and approved in accordance with California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2008-0001.

69. The applicant shall submit and obtain approval in writing from the Fire Marshall for the plans for all public or private access roads, drives, streets, and alleys. The plans shall include plan and sectional views and indicate the grade and width of the access road measured flow-line to flow-line. When a dead-end access exceeds 150 feet or when otherwise required, a clearly marked fire apparatus access turnaround must be provided and approved by the Fire Marshall. Applicable covenant, conditions or restrictions or other approved documents shall contain provisions which prohibit obstructions such as speed bumps/humps, control gates or other modifications within said easement or access road unless prior approval of the Fire Marshall is granted.

Electric Utility Department

70. Protect in place any existing electric utility infrastructure vaults, power poles etc.

III. Prior to Filing of Final Map.

Public Works Department

71. The City and Developer are to enter into a Development Agreement (DA) to guarantee the construction of the public improvements as listed in the Conditions of Approval and as shown on the approved plans. Security for the construction of public improvements including grading may be submitted in accordance with Government Code Section 66499 and shall be as follows:

    Faithful Performance Bond - 100% of estimated cost
    Labor and Material Bond - 100% of estimated cost
    Monumentation Bond - $7,500.00

    Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.

72. All public improvement plans shall be reviewed and approved by the City Engineer.

73. Offer to dedicate to the City of Banning for public purposes the right-of-way for Ramsey Street fronting the site as an Arterial Highway; 46 feet one-half width. Offers of dedication shall include the corner cut-off at intersections.

74. Offer to dedicate to the City of Banning for public purposes the access and utility easements along the vacated Livingston Street.

75. Offer to dedicate to the City of Banning easements to maintain any slopes supporting public right-of-ways. Maintenance easements shall extend 10 feet beyond the toe of slope.

76. Prepare plans for full half street improvements in accordance with City standards along Ramsey Street from San Gorgonio Avenue to a point easterly of Martin Street. The improvements plans shall also include street lighting, curb and gutter, sidewalk, asphalt concrete paving, traffic signs and striping, and any transitions. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method. Applicant shall pay fair share of said improvements based on the approved plans.

77. Design and construct the following water lines;

    i. There is an existing 12" D.I.P. Water line on Ramsey Street, a 10" CML&W (Steel) line on Alessandro Road and a 10" CML&W (Steel) on Livingston Street. Buildings will not be allowed to be constructed over these water lines. Currently the existing lines are within existing streets, if said streets are to be vacated a 20' easement shall be reserved.

ii. Design and construct an 8" D.I.P. water line on Martin Street from Ramsey Street to Livingston Street. Submit Water Improvement Plans to the Public Works Department, Engineering Division for review and approval.

iii. A backflow device must be installed on all commercial buildings and at each irrigation water connection. The backflow device must be in compliance with the State Department of Health Regulations.

iv. Construct an 8" D.I.P. on Martin Street from Ramsey Street to Livingston Street.

v. Fire Services will require a Double Detector Check or RPP Device.

vi. Install necessary blowoff and airvac assemblies at the low and high points, respectfully.

vii. Pay all applicable water connection and frontage fees per Chapter 13.08 "Water, Sewer and Electricity Rates" of the Banning Municipal Code prior to the issuance of a building permit.

78. Design and construct the following sewer lines and facilities:

i. There are two existing 8" VCP sewer lines that run parallel with San Gorgonio Avenue approximately 150' and 347' east of the centerline of San Gorgonio Avenue, a 15" VCP sewer line on Livingston Street and an 8" VCP sewer line on Alessandro Road. Buildings will not be allowed to be constructed over these sewer lines without the construction of new sewer mains. The existing easements shall remain for these facilities unless relocated.

ii. Submit Sewer Improvement Plans to the Public Works Department, Engineering Division for review and approval.

iii. Properly sized grease interceptors shall be required of restaurant facilities.

iv. Pay all applicable sewer connection and frontage fees per Chapter 13.08 "Water, Sewer and Electricity Rates" of the Banning Municipal Code prior to the issuance of a building permit.

79. A sewer check valve shall be provided for each lot with a finished pad elevation lower than the rim elevation of the immediate up-stream sewer manhole.

80. Public Works Inspection fees shall be paid in accordance with the fee schedule in effect at time of time of scheduling; water and sewer connection fees including frontage fees and water meter installation charges shall be paid on a per lot basis at the time of building permit issuance in accordance with the fee schedule in effect at that time; a plan storage fee shall be paid for any engineering plans that may be required in accordance with the fee schedule in effect at the time the fee is paid; a Traffic Control mitigation fee shall be paid; a fee shall be paid to Riverside County Flood Control and Water Conservation

District in the amount specified by them to perform plan checking for drainage purposes if necessary for the proposed project.

81. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division for review and approval of the City Engineer.

82. A map of the proposed subdivision drawn at 1"=200' scale showing the outline of the streets including street names shall be submitted to the City to update the city atlas map.

83. An original Mylar of the final map (after recordation) shall be provided to the City for the record files.

84. A record of all street centerline monument ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of Monumentation Bond.

85. Right of way or easement acquisitions necessary to implement any portion of this map, including public improvements, shall be obtained by the developer at its sole expense prior to the City's consideration of the final map which encompasses the particular improvement. The developer shall notify the City in writing no more than 120 days and no less than 60 days in advance of filing the final map related to the acquisition if City assistance is needed to complete the acquisition pursuant to Government Code Section 66462.5. Funds in an amount of 100% of the estimated acquisition costs shall be deposited with the City to cover appraisal, right of way agent, and legal fees and costs incurred to secure the necessary property.

Electric Utility Department

86. Submitting detailed plans indicating lot lines, streets, easements, building layout, anticipated loading information, etc. These plans are required in electronic format. We currently use AutoCad2010. Plans should consist of a plot plan, site plan, one-line diagram of proposed electrical main service panel, and a sheet showing load calculations by an electrical engineer. Additional sheets may be required upon request. An area(s) is will be required for on site electric distribution equipment, pad mounted transformer(s), vault(s) & service equipment etc. The area must be sufficient for safe operation and maintenance.

IV. Prior to the Issuance of Building Permit.

Community Development Department

87. The project shall implement, at a minimum, and require an increase in building energy efficiency of 15 percent beyond Title 24, and reduce indoor water use by 25 percent. All requirements will be documented through a checklist to be submitted prior to issuance of any building permits with building plans and calculations.

88. Any building placed within 84 feet of Interstate 10 (70 dBA noise contour) will require that a noise study be performed and that noise insulation features be incorporated into the design to reduce the noise impact to acceptable levels.

89. Construct the Roadway Improvements and place the traffic striping improvements in accordance with the traffic impact analysis prepared by Albert A. Webb Associates dated March 1, 2011.

90. The applicant shall cause the final map to be recorded.

91. Provide a reciprocal parking plan/agreement for the proposed parcels based on the required parking for the project.

92. The developer shall obtain Design Review approval from the Planning Commission regarding the requirement for Art in Public Places (see BMC §17.12.020.H.3).

93. The developer shall obtain Design Review approval from the Planning Commission regarding the requirement for a sign program for the overall development.

94. Obtain clearance and/or permits from the Banning Unified School District

95. A detailed on-site lighting plan, including a photometric diagram, shall be reviewed and approved by the Community Development Director and Police Department. Such plan shall indicate style, illumination, location, height, and method of shielding so as not to adversely affect adjacent properties in accordance with the Zoning Code. Lighting fixtures shall be shielded or recessed to prevent spillage to the adjacent properties. The lighting fixture design shall compliment the architecture of the site. Additionally, all lighting plans and installations shall conform to the requirements of the conditions stipulated by the Airport Land Use Commission (ALUC) and Federal Aviation Administration (FAA) review.

96. Plans for any security gates to secure the building premises shall be submitted for the Community Development Director, City Engineer, and City of Banning Fire Marshal review and approval. Security gates will not be allowed to block any public street.

97. A complete landscape/irrigation package prepared by a landscape architect licensed by the State of California shall be reviewed and approved by the Planning Division prior to issuance of building permit. The plans shall include the following elements:

    i. Water conservation concept statement.
    ii. Calculation of maximum applied water allowance.
    iii. Calculation of estimated total water use.
    iv. Landscape design plan.
    v. Irrigation design plan.
    vi. Grading design plan.
    vii. Soil analysis.
    viii. Certificate of substantial completion.

98. The final design of the perimeter parkways, walls, landscaping, and sidewalks shall be included in the required landscape plans and shall be subject to Community Development Director review and approval and coordinated for consistency with any parkway landscaping plan, which may be required by the Engineering Division.

99. All landscaping and irrigation shall be designed to conserve water through the principles of Xeriscape in accordance with Zoning Ordinance requirements.

100. Building and Safety plans shall be submitted for plan check and approval. All plans shall be marked with the project number (i.e., DR #10-702). The applicant shall comply with 2010 California Building Codes, and all other applicable codes, ordinances, and regulations in effect at the time of permit application including but not limited to those regulations that relate to ground movement.

101. The applicant shall pay development impact fees at the established rate. Such fees may include, but are not limited to: Transportation Development Fee, Drainage Fee, School Fees, Permit and Plan Checking Fees. Applicant shall provide a copy of the school fees receipt to the Building and Safety Division.

102. Projects subject to flood hazards shall implement standards for flood hazard reduction in accordance with Banning Municipal Code Section 15.64 including, but not limited to, anchoring, construction materials and methods, elevation and floodproofing, and utilities.

Public Works Department

103. The developer shall provide for the relocation of any sewer or water mains that interfere with the proposed project.

104. A precise grading plan shall be submitted to the City Engineer for review and approval. Precise grading plans shall include perimeter walls with top of wall and top of footing elevations shown. All footings shall have a minimum of 1-foot of cover, and/or sufficient cover to clear any obstructions.

105. The applicant shall provide a lot pad certification stamped and signed by a qualified civil engineer or land surveyor. Each pad certification shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. Such pad certification shall also list the relative compaction of the pad soil.

106. In accordance with the approved plans, the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed project/development. Conferred rights shall include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements.

107. The developer shall prepare a water conservation plan to reduce water consumption in the landscape environment using xeriscape principles. "Xeriscape" shall mean a combination of landscape features and techniques that in the aggregate reduce the demand for and consumption of water, including appropriate low water using plants, non-living ground-cover, a low percentage of turf coverage (limited to 25% of the planted area), permeable paving and water conserving irrigation techniques and systems. A low water-using drought tolerant plant includes species suited to our climate, requiring less water in order to grow well.

108. Fire hydrants shall be installed within and on the project boundaries as per the approval plans, and/or as approved by the Fire Department.

109. Provide fire flow calculations for the project and construct the necessary facilities to meet those flows for the project.

110. The site is located within an airport safety zone as designated in the Riverside County Airport Land Use Compatibility Plan. The project shall be submitted to the Riverside Airport Land Use Commission for a consistency determination.

111. A property owners' association shall be established promptly following grading permit issuance and the applicable Conditions, Covenants & Restrictions (CC & R's), shall be prepared for review and approval of the City Engineer providing for maintenance of the parkway, slopes adjacent to public right-of-ways, any debris basins and median island landscaping. The developer shall appoint the members of the Board of Directors of the property owners' association, or take such other steps as may be reasonably necessary to assure that members have been appointed or elected to such Board of Directors, until under the terms of the applicable CC & R's individual lot owners have the power to elect the members of the Board of Directors in accordance with the CC & R's.

Electric Utility Department

112. Pay required fees- Engineering, Planning, Inspection and the cost of electric apparatus for completing the primary electric service lateral and Street lighting. The City of Banning Electric Utility commercial service costs are not fixed, but are based on actual cost to install the new service. The cost of each service varies based on projeet location, service size, and electrical distribution equipment and material needed to service the project.

V. Prior to the Issuance of Certificate of Occupancy.

Community Development Department

113. In order to reduce energy consumption from the proposed project development, applicable plans (e.g., electrical plans, improvement maps, etc.) submitted to the City shall include the installation of energy efficient street lighting throughout the project site. These plans shall be reviewed and approved by the Electric Utility, Public Works Department and Building and Safety Division.

114. Place a small monument plaque dedicated to several of the town founders at or near the spot where the Bryant House/Banning Hotel once stood. The monument shall be at least 5 feet tall with a metal plaque set in stone and exhibit etched pictures of the San Gorgonio Inn, the Bryant House/Banning Hotel, and a short discussion of the City of Banning founders and the significance of the Hotel Block. The monument shall be protected in place from any future development.

115. The developer shall install the Art in Public Places as required by the Zoning Ordinance prior to the occupancy of any unit within the development. Any proposed art shall be approved by the Planning Commission through the Design Review process.

116. Prior to any use of the project site, or business activity being commenced thereon, all Conditions of Approval shall he completed to the satisfaction of the Community Development Director.

117. All ground-mounted utility appurtenances such as transformers and AC condensers shall be located out of public view and adequately screened through the use of a combination of concrete or masonry walls, berming, and/or landscaping to the satisfaction of the Community Development Director.

118. All building numbers and individual units shall be identified in a clear and concise manner, including proper illumination.

119. Provide for the following design features in each trash enclosure, to the satisfaction of the Community Development Director:

    1. Architecturally integrated into the design of the project.
    2. Separate pedestrian access that does not require the opening of the main doors and to include self-closing pedestrian doors.
    3. Large enough to accommodate two trash bins (see Public Works Dept for details).
    4. Trash bins with counter-weighted lids.
    5. Architecturally treated overhead shade trellis, or cover.
    6. Chain link screen on top to prevent trash from blowing out of the enclosure and designed to he hidden from view.

120. The buildings shall be constructed in substantial compliance with the design elements as depicted in Attachment 5 of the staff report approved by the City Council at their regularly scheduled meeting held on May 24, 2011; and, in accordance with Zoning Code regulations.

121. All roof appurtenances, including air conditioners and other roof mounted equipment and/or projections shall be shielded from view and the sound buffered from adjacent properties and streets as required by the Planning Division. Such screening shall be architecturally integrated with the building design and constructed to the satisfaction of the Community Development Director. Details shall be included in building construction plans.

122. All parking spaces shall be 9 feet wide by 19 feet long minimum. When a side of any parking space abuts a building, wall, support column, or other obstruction, the space shall be a minimum of 11 feet wide.

123. A 25 foot parking setback from the curb face shall be maintained at the driveway fronting all public streets.

124. All parking lot landscape islands shall have a minimum interior dimension of 6 feet in width and shall contain a 12-inch walk adjacent to any parking stall (including curb width).

125. Decorative paving shall be required at all driveway entrances in accordance with the requirements of the Zoning Code and City Engineer and Community Development Director.

126. All parking spaces shall be striped per City standards and all loading zones, driveway aisles, entrances, and exits shall be striped per City standards. Each exit from a parking area shall be clearly marked with a "Stop" sign.

127. A minimum of 20% of trees planted shall be 36 inch box or larger specimens; and, a minimum of 50% trees planted shall be 24 inch box or larger specimens.

128. Within parking lots, trees shall be planted at a rate of at least one 24 inch box tree for every four parking spaces. The maximum spacing between trees in parking areas shall compliment the architecture of the existing buildings.

129. All parking areas shall provide at least 30% permanent landscape shading for parked vehicles within two years of occupancy.

130. Trees shall be planted in areas of public view adjacent to and along structures at a rate of at least one tree per 30 linear feet of building.

131. The slopes within any detention basin shall be irrigated and landscaped with appropriate ground cover for erosion control. Slope planting shall include a permanent irrigation system.

Public Works Department

132. The applicant shall furnish the City with reproducible record drawings on Mylar of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD or raster-image files submitted to the City, revised to reflect the "As-Built" conditions.

133. All fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street as approved by the Fire Marshall, and must be maintained in good condition by the property owner until the street is accepted for maintenance.

134. Offer to dedicate to the City of Banning an aviation easement for the airspace related to the operation of Banning Municipal Airport.

135. Construct full street improvements in accordance with City standards fronting Martin Street including street lighting, curb and gutter, commercial style drive approaches, sidewalk, and asphalt concrete paving, traffic signs and striping, and any transitions. Street lights shall be installed offset of the existing street lights. Applicant's geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method.

136. Construct necessary street improvements to obtain 38 feet minimum pavement width in accordance with City standards along Ramsey Street fronting the property including street lighting, curb and gutter, sidewalk, asphalt concrete paving, traffic signs and striping, and any transitions. Applicant's geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method.

137. An automatic sprinkler system and landscaping shall be installed, prior to occupancy of the first unit of the development, within the parkway fronting Ramsey Street, Martin Street and San Gorgonio Avenue, and any interior public spaces. The system shall include a landscape controller, a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.

138. Any public improvements damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee.

139. Landscape improvements shall be certified by a licensed landscape architect or licensed landscape contractor as having been installed in accordance with the approved detailed plans and specifications. The applicant shall furnish said certification, including an irrigation management report, for each landscape irrigation system and any other required implementation report determined applicable, to the City Engineer for review and approval.

140. Street name signs and traffic control devices including traffic legends and traffic striping shall be installed, or relocated in accordance with Caltrans Standards and as shown on the approved plans, and/or as directed by the City Engineer.

141. Monuments and center line ties shall be certified and submitted to the City Engineer for review and approval.

Electric Utility Department

142. Grant easements for electric facilities installation / maintenance, etc. Building & Safety will need to sign a release before any new service is energized. Power cannot be released until the service conductor is pulled in and terminated at the new service panel. The customer must apply for a new electric service account with the C.O.B. Utility Billing Department located at City Hall (99 E. Ramsey St.) Utility Billing will fax a Meter Release Form to the Electric Utility. The Electric Utility will coordinate the meter set with the customer.

143. Provide for the undergrounding of the overhead utility facilities located along Alessandro Road along with the overhead utility facilities located along the frontage of Livingston Street.

144. The developer shall provide all conduits, vaults, and other materials associated with electric facility installations (except cables and their terminations).

145. The developer shall install streetlight poles, fixtures, pullbox, and conduits along the project frontage, and as directed by the City Engineer.

146. Secondary service entrance conductors to be provided and installed by the developer.

POLICE DEPARTMENT

147. Prior to occupancy of the first unit the developer shall provide for a Police Department radio repeater to be placed on the roof of the development. The developer shall submit specifications for review and approval of the Police Department prior to installation.

148. The developer shall install a video surveillance system to view the public areas of the development that may be viewed by police dispatchers. The developer shall submit specifications for review and approval of the Police Department prior to installation.

FIRE DEPARTMENT

The following codes and standards quoted in this review response are selected from the various regulations that apply to this development. Other regulations that are not included on this review response may also apply after additional information is provided.

10. General Conditions

10. FIRE

With respect to the conditions of approval for the referenced project, the Fire Department recommends the following fire protection measures be provided in accordance with Riverside County Ordinances and/or recognize fire protection standards:

10. FIRE SHELL BUILDINGS

THESE CONDITIONS ARE FOR A SHELL BUILDING ONLY.
Shell building will receive a shell final only. No certificate of Occupancy (human occupant and/or materials) will be issued until the building occupants Has been identified with their occupancy classification and have been Conditioned by Riverside County Fire Department. Occupant or tenant Identification is imperative for orderly and prompts processing.

Upon identification of the occupant or tenant a Fire Protection Analysis report Maybe required prior to establishing the requirements for the occupancy permit. Failure to provide comprehensive data analysis and/or technical information Acceptable to the Fire Department may result in project delays.
A complete commodity listing disclosing type, quantity, level of hazard and potential For "Reactivity" must be provided within 15 days. The forgoing is necessary to properly occupancy classify the building (s). Failure to provide comprehensive Data and/or highly technical information will result in project delay and Requirement for a complete Fire Protection Study for review.

10. FIRE RESPONSIBILITY

It is the responsibility of the recipient of these Fire Department conditions to Forward them to all interested parties. The building permit number is required on all correspondence: (i.e. general contractor, superintendent, owner, subcontractors, etc).

10. FIRE APPROVED SYSTEM

All of the following conditions titled "Prior to Final Inspection", and/ or any type of fire suppression systems, must be approved, inspected and finaled by the Riverside County Fire Department, prior to Building and Safety's Final inspection. the Fire Department letter of conditions, job card and approved plans must be at the job site for all inspections.

10. FIRE HIGH PILE/RACK STORAGE

A separate permit may be required for high-pile storage and/or racks. Sprinkler Plans and/or sprinkler review must be submitted by a licensed sprinkler contractor with storage and/or rack plans to Riverside County Fire Department for review and approval of the 2007 CFC Chapters 24 and 34 compliance. Complete Chapters 24 and 34 information re: all commodities stored, rack dimensions, placement in building, sprinkler densities, etc. must be provided with suppression system for racks and/or high-pile storage review. A complete listing of commodities, Classified using CFC Article 81, 2007 Edition and NFPA 13, 2007 Edition guidelines by a licensed Fire Protection Engineer (or other consultant approved by this jurisdiction).

10. FIRE ROOFING MATERIAL

All buildings shall be constructed with Class B roofing materials as per the California Building Code.

10. FIRE BLUE DOT REFELECTOR

Blue retro reflective pavement markers shall be mounted on private street, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by Riverside County Fire Department.

10. FIRE SUPER FIRE HYDRANT

Super fire hydrant (s) (6" x 4" x 2 ½") shall be located not less than 25 feet or More than 165 feet from any portion of the building as measured along approved vehicular travel ways.

10. FIRE ABOVE/UNDERGROUND TANK PERMITS

Applicant/developer shall be responsible for obtaining under/aboveground fuel, Propane, chemical and mixing liquid storage tank permits from the Riverside County Fire Department. Underground and chemical tank plans must be approved by the Environmental Health Department prior to submitting plans to the Fire Department. (Fire Department needs to review the Environmental Health Approved Set) Plans must be in triplicate and submitted with the current fee for review and Approval prior to installation. Aboveground fuel/mixed liquid tank(s) shall meet the following standard: Tank must be tested and labeled to UL 2085 Protection Tank Standard or SwRI 93-01. The test must include the Projectile Penetration Test and the Heavy Vehicle Impact Test. A sample copy of the tank's label
from and independent test laboratory must be included with your Plans. (TANK PLANS CANNOT BE SUBMITTED TO THE FIRE DEPARTMENT UNTIL A BUILDING PERMIT HAS BEEN ISSUED, CONTACT FIRE DEPARTMENT FOR GUIDELINE HANDOUT)

10. FIRE RAPID HAZMAT BOX

Rapid entry Hazardous Material data and key storage cabinet shall be installed on outside of the building. Plans shall be submitted to the Riverside County Fire Department for approval prior to installation

10. FIRE HIGH PILE/RACK STORAGE

A separate permit is required for high pile storage and/or racks. Sprinkler Plans and/or sprinkler review must be submitted by a licensed sprinkler Contractor with storage and/or rack plans to Riverside County Fire Department

for review and approval of the 2007 CFC Chapters 24 and 34 compliance. Complete Chapters 24 and 34 information re: all commodities stored, rack dimensions, placement in building, etc. must be provided with suppression system for racks and/or high-pile storage review. A complete listing of commodities classified using UFC Chapters 24 and 34, 2007 Edition, and NFPA 13, 2007 Edition guidelines by a licensed Fire protection Engineer (or other consultant to approve by this jurisdiction.)

10. FIRE GATE ENTRANCES

Gate entrances shall be at least two feet wider than the width of the traffic lane (s) serving that gate. Any gate providing access from a road to a driveway shall be located at least 35 feet from the roadway and shall open to allow vehicle to stop with out obstructing traffic on the road. Where a one-way road with a single traffic lane provides access to a gate entrance, 40 foot turning radius shall be used.

10. FIRE ADDRESS AT CONSTRUCTION

During the construction of this project, the site address shall be clearly posted at the job site entrance. This will enable incoming emergency equipment and the inspectors to locate the job-site from the assigned street location. Number shall be a minimum of 24 inches in height.

10. FIRE PROHIBITED H MATERIALS

It is prohibited to use/process or store any material in this occupancy that Would classify it as"H" occupancy per the 2007 Uniform Building Code.

60. PRIOR TO GRADING PERMIT ISSUANCE

60. FIRE WATER PLANS

The applicant or developer shall separately submit two copies of the water system plans to the Fire Department for review. Plans shall conform to the fire hydrant types, location and spacing, and the system shall meet the fire flow requirements. Plans shall be signed/approved by a registered civil engineer and the local water company with the following certification: "I certify that the design of the water system is in accordance with the requirements prescribed by the Riverside County Fire Department."

80. PRIOR TO BUILDING PERMIT ISSUANCE

80. FIRE ACCESS ROADS

All fire department access roads shall be as Banning Engineering standards, item #21of the Building Department Street Conditions.

Fire apparatus access roads and water supplies for fire protection are required to be in service prior to and during the time of construction. (C.F.C., sec. 501.4)

Fire vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Temporary vehicle access shall be maintained until permanent fire apparatus access roads are available. (C.F.C., sec. 1410.1)

CFC D102.1, shall be able to support at least 75,000 pounds.

All fire department access roads shall have a 28' radius minimum, larger radiuses may exist when detailed building drawings are submitted. [CFC Appendix D]

80. FIRE WATER CERTIFICATION

The applicant or developer shall be responsible to submit written certification from the water company noting the location of the existing fire hydrant and that the existing water system is capable of delivering 2,750 GPM fire flow for a 2 hours duration at 20 PSI residual operating pressure. If a water system currently does not exist, the applicant or developer shall be responsible to provide written certification that financial arrangements have been made to provide them.

80. FIRE WATER PLANS

The applicants or developer shall separately submit two copies of the water system plans to the Fire Department for review and approval. Calculated velocities shall not exceed 100 feet per second. Plans shall conform to the fire hydrant types, location and spacing, and the system shall meet the fire flow requirements. Plans shall be signed and approved by a registered civil engineer and the local Water Company with the following certification: "I certify that the design of the water system is in accordance with the requirements prescribed by the Riverside County Fire Department."

90. FIRE DESIGNATED AREAS

Existing fire lanes shall be maintained, additional fire lanes may be required. Contact Fire Department for guideline handout.

90. FIRE EXTINGUISHERS

Install portable fire extinguishers with a minimum rating of 2A-10BC one per 3000 sq. ft. or 75 feet of travel distance. Fire extinguishers located in the public Areas shall be in recess cabinets mounted 48 inches to the center above floor level with maximum 4 inch projection from the wall. (extinguishers must have current CSFM service tag affixed)

90. FIRE SUPER FH/FLOW

Approved super fire hydrants (6" x 4" x 2 ½") with a fire flow of 2,750 GPM, shall be installed within 165 feet of all public use type buildings and any recreational vehicle type storage area.

90 FIRE SPRINKLER SYSTEM

Install a complete fire sprinkler system per NFPA 13 2010 edition (13D and 13R system are not allowed) in all buildings requiring a fire flow of 1500 GPM or greater sprinkler system (s) with pipe size in excess of 4" inch diameter will require the project structural engineer to certify (wet signature) the stability of the building system for seismic and gravity loads to support the sprinkler system. All fire sprinkler risers shall be protected from any physical damage. The post indicator valve and fire department connection shall be located to the front, within 50 feet of a hydrant, and the minimum of 25 feet from the building (s). A statement that the building (s) will be automatically fire sprinkled must be included on the title page of the building plans.

Applicant or developer shall be responsible to install a Central Station Monitored Fire Alarm System. Monitoring System shall monitor the fire Sprinkler system (s) water flow, P.I.V.'s and all control valves. Plans must be submitted to the Fire Department for approval prior to installation. Contact Fire Department for guideline handout.

90. FIRE AUTO/MAN FIRE ALARM

Applicant or developer shall be responsible to install a manual and automatic Fire Alarm System. Plans must be submitted to the Fire Department for approval prior to installation. Standard for this project will be NFPA 72, 2010 edition.

90. FIRE. HOOD DUCT EXTIG SYSTEM

A U.L. 300 hood duct fire extinguishing system must be installed over cooking Equipment. Wet chemical extinguishing system must provide automatic Shutdown of all electrical componets and outlets under the hood upon activation System must be installed by a licensed c-16 contractor. Plans must be submitted With current fee to the Fire Department for review and approval prior to installation

Note: A dedicated alarm system is not required to be installed for the exclusive Purpose of monitoring this suppression system. However, a new or pre existing Alarm system must be connected to the extinguishing system. (*separate fire Alarm plans must be submitted for connection)

Attachment 4
Planning Commission Resolution No. 2013-07

RESOLUTION NO. 2013-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BANNING, CALIFORNIA EXTENDING THE EXPIRATION DATE OF DESIGN REVIEW (DR) #10-702 TO CORRESPOND WITH THE PURCHASE AND SALE AGREEMENT WITH JMA VILLAGE, LLC

WHEREAS, an application to extend the expiration date of Design Review #10-702 previously approved to construct a mixed use commercial development has been duly filed by:

Applicant/Owner:	JMA Village, LLC
Authorized Agent:	Mark Frost – The Frost Company
Project Location:	South of Ramsey Street, east of San Gorgonio Avenue
APN Number:	541-181-009, 010, 011, 012, 014, 023-028; 541-183-001, 002-004
Lot Area:	5.25 Acres

WHEREAS, on May 24, 2011, the City Council approved Design Review #10-702, along with a Mitigated Negative Declaration and Mitigation Monitoring Plan in accordance with the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines, and the City of Banning Environmental Review Guidelines; and

WHEREAS, the Planning Commission has the authority per Section 17.56.070 of the Banning Municipal Code to take action on, or modify Design Review (DR) #10-702 that approved the construction of a mixed use commercial development on a 5.25 acre parcel in the Downtown Commercial (DC) zone located South of Ramsey Street, east of San Gorgonio Avenue; and

WHEREAS, on April 19, 2013, the City gave public notice by advertisement in the Record Gazette newspaper and mailed notice to property owners within 300 feet of the site of the holding of a public hearing at which the extension of DR #10-702 would be considered; and,

WHEREAS, on May 1, 2013, the Planning Commission held the noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the extension of DR #10-702 at which the Planning Commission considered the request to extend the subject design review approval; and

WHEREAS, at this public hearing on May 1, 2013, the Planning Commission considered and heard public comments on the request to extend the subject design review approval.

NOW THEREFORE, the Planning Commission of the City of Banning does hereby resolve, determine, find, and order as follows:

SECTION 1 PLANNING COMMISSION ACTIONS.

The Planning Commission hereby takes the following actions:

1. Adopt Planning Commission Resolution No. 2013-07 approving a two-year time extension for Design Review (DR) #10-702 subject to revised Conditions of Approval attached hereto and incorporated herein by reference as Exhibit A to May 24, 2015.

PASSED, APPROVED AND ADOPTED this 1th day of May, 2013.

Ray Briant, Vice-Chairman
Banning Planning Commission

APPROVED AS TO FORM AND LEGAL CONTENT:

Lona N. Laymon
Aleshire & Wynder, LLP

ATTEST:

Holly Stuart, Recording Secretary
City of Banning, California

CERTIFICATION:

I, Holly Stuart, Recording Secretary of the Planning Commission of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2013-07, was duly adopted by the Planning Commission of the City of Banning, California, at a regular meeting thereof held on the 1st day of May, 2013, by the following vote, to wit:

AYES: Bask, Briant, Ellis, Hawkins

NOES: -0-

ABSENT: Siva

ABSTAIN: -0-

Holly Stuart, Recording Secretary
City of Banning, California

Proud History
Prosperous Tomorrow

City of Banning

99 E. Ramsey Street • P.O. Box 998 • Banning, CA 92220-0998 • (951) 922-3125 • Fax (951) 922-3128

COMMUNITY DEVELOPMENT
DEPARTMENT

EXHIBIT A
(Revised)

PROJECT #: Design Review (DR) #10-702 / Tentative Parcel Map #36285

SUBJECT: Conditions of Approval*

APPLICANT: JMA Village, LLC - The Frost Company

LOCATION: Ramsey Street east of San Gorgonio Avenue

I. General/On-Going.

*** All fair share agreements, covenant agreements and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.**

Community Development Department

1. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

2. These conditions of approval are subject to and may be revised, added to, or amended by the Disposition and Development Agreement to be approved by City Council.

3. The issuance of these Conditions of Approval do not negate the requirements of the Engineering/Public Works Department or submittal, review, and approval of: Street improvement plans, signing and striping plans, grading plans, storm drain improvement plans, street lighting plans, water, sewer, and electrical improvement plans, or other plans as deemed necessary by the City Engineer.

4. Construction shall commence by May 24, 2015, or the Design Review shall become null and void. Additionally, if after commencement of construction work is discontinued for a period of one year the Design Review shall become null and void. Projects may be built in phases if pre-approved by the review authority.

5. A copy of the signed resolution of approval or Community Development Director's letter of approval and all conditions of approval (with conditions from Banning Fire Services attached) and any applicable mitigation measures shall be reproduced in legible form on the grading plans, building and construction plans, and landscape and irrigation plans submitted for review and approval as required by the reviewing department.

6. The applicant shall comply with all conditions of approval as stipulated by the Airport Land Use Commission (ALUC) project review held on April 14, 2011, and any amendments; including any requirements stipulated by the Federal Aviation Administration (FAA) Aeronautical Study.

7. The site shall be developed and maintained in accordance with the plans stamped approved by the City dated May 4, 2011, which include site plans, architectural elevations, exterior materials and colors, landscaping, and grading on file in the Planning Division; the conditions contained herein; and, municipal code regulations.

8. Approval of this entitlement shall not waive compliance with any sections of the Development Code, other applicable City Ordinances, in effect at the time of building permit issuance.

9. If human remains are encountered during grading and other construction excavation, the developer/owner shall stop/cease work in the immediate vicinity and the County Coroner shall be contacted pursuant to State Health and Safety Code Section 7050.5.

10. In the event that Native American cultural resources are discovered during project development/construction, all work in the immediate vicinity of the find shall cease and a qualified archeologist meeting the Secretary of Interior Standards shall be hired to access the find. Work on the overall project may continue during this assessment period. If significant Native American cultural resources are discovered, for which a Treatment Plan must be prepared, the developer or his archeologist shall contact the Morongo Band of Mission Indians ("Tribe"). If requested by the Tribe, the developer of the project archeologist shall, in good faith, consult on the discovery and its disposition.

11. Trash collection shall occur between the hours of 8:00 a.m. and 6:00 p.m. only.

12. All graffiti shall be removed immediately or within 24 hours of notice from the City.

13. The entire site shall be kept free from trash and debris at all times and in no event shall trash and debris remain for more than 24 hours.

14. The property owner shall permanently maintain all parking lot signs and markings in a clear and visible manner.

15. Exterior wall mounted lighting shall be decorative fixtures in a prefinished color to match the building. Wall fixtures shall be consistent with any pole mounted fixtures required to maintain minimum lighting levels.

16. The buildings used in the development for office use shall designate one preferred parking space for carpool vehicles.

17. The developer shall provide a bicycle parking spot including a rack to secure bicycles.

18. The office buildings shall be designed to accommodate telecommuting facilities.

19. If the 29,955 square foot building is developed as an office, the developer shall prepare a trip reduction program for the office building. This will include an information center for transportation alternatives.

20. There shall be no light spillover onto the adjacent properties from the parking lot lighting and/or exterior building lighting, including outdoor security lighting. All lighting fixtures shall not have a visible light source, must be shielded and directed downward and away from adjoining properties and public rights-of-way.

21. Trash enclosure shall be provided with three, decorative walls with enhanced wall cap and a gate, in a style compatible with the structure's architecture. The gate shall be maintained in working order and shall remain closed except when in use.

22. All roof-mounted equipment or utility equipment on the side of the structure, or on the ground, shall not be visible from adjacent properties, the public rights-of-way or the parking lot. Any architectural screening that is proposed to shield the roof-mounted equipment shall be compatible in terms of colors and materials of the building. Landscape screening for ground mounted equipment shall be of sufficient size and quantity to fully screen the equipment.

23. There shall be no visible storage of any items including garbage, building, or manufacturing materials or junk, in any portion of the project.

24. Comply with all environmental mitigation measures, as detailed in the Environmental Impact Report (EIR) San Gorgonio Inn Demolition and the Mitigation Monitoring and Reporting Plan, as adopted by the City of Banning Community Redevelopment Agency.

25. Comply with all environmental mitigation measures, as detailed in the Mitigated Negative Declaration or the Mitigation Monitoring and Reporting Plan, as approved by the Planning Commission at their regularly scheduled meeting held on May 4, 2011.

26. The project shall at all times comply with all Federal, State, County and City laws, codes, regulations and standards including those that relate to hazardous materials.

Public Works Department

27. A Public Works Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance. Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.

28. Driveway grades shall not exceed eight percent unless approved by the City Engineer.

29. Parking areas shall be designed and improved with grades not to exceed five percent slope.

30. The developer shall make provision for a pull-out bus bay fronting Ramsey Steet.

31. Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans.

32. The following improvement plans shall be prepared by a Civil Engineer licensed by the State of California; and, submitted to the Engineering Division for review and approval. A separate set of plans shall be prepared for each line item listed below. Unless otherwise authorized in writing by the City Engineer, the plans shall utilize the minimum scale specified and shall be drawn on 24" x 36" Mylar film. Plans may be prepared at a larger scale if additional detail or plan clarity is desired (Note: the applicant may be required to prepare other improvement plans not listed here pursuant to improvements required by other agencies and utility purveyors).

Rough Grading Plans	1" = 40' horizontal
Precise Grading Plans	1" = 40' horizontal
(All conditions of approval shall be reproduced on last sheet of set)	
Haul Route Plans	1" = 40' horizontal
Clearing Plans	1" = 50' horizontal
(Include fuel modifications zones)	
(Include construction fencing plan)	
Erosion Control & Storm Water	

Pollution Prevention Plan (SWPPP)	1" = 40' horizontal
(Note: a, b, c & d shall be reviewed and approved concurrently)	
Storm Drain Plans	1" = 40' horizontal
Street Improvement Plans	1" = 40' horizontal
	1" = 4' vertical
Traffic Signal Plans (Caltrans Standard)	1" = 20' horizontal
Signing & Striping Plans	1" = 40' Horizontal
Construction Traffic Control Plan	1" = 40' Horizontal
(Major or arterial highways only)	
Landscaping Plans-Streets	1"=20' Horizontal
Water and Sewer Improvement Plans	1" = 40' horizontal
	1" = 4' vertical
On-site Utility Plans	1" = 40' horizontal

33. Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.

34. All off-site plan and profile street improvement plans and signing & striping plans shall show all existing improvements for a distance of at least 200-feet beyond the project limits, or at a distance sufficient to show any required design transitions.

35. All on-site signing and striping plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, raised pavement markers (including blue raised pavement markers at fire hydrants) and street name signs per Public Works standard plans and/or as approved by the City Engineer.

36. A small index map shall be included on the title sheet of each set of plans, showing the overall view of the entire work area.

37. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning or the Riverside County Flood Control and Water Conservation District unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFCD. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer prior to the issuance of any certificate of use and/or occupancy.

38. The project shall provide two separate and approved access points to the public right-of-way (secondary access).

39. All street improvement design shall provide pavement and lane transitions per Caltrans standards for transition to existing street sections.

40. The developer shall participate in the City's recycling program by providing two trash receptacles, one for regular trash and one for recycling, within the trash enclosure. The

trash enclosure shall be designed and constructed in such a manner to accommodate a recycling bin as well as the necessary solid waste containers.

41. The applicant shall plant and perpetually maintain trees, shrubs, and ground cover placed in the parkway, slopes adjacent to public right-of-ways, and median islands constructed in connection with the project in accordance with the approved landscape and irrigation plan. This includes providing irrigation and the clearing of debris and weed removal.

42. The onsite driveway accessing Parcel 1 and Parcel 2 that serves the 3-story building shall be 28 feet wide minimum.

43. Construction debris shall be disposed of at a certified recycling site. It is recommended that the developer contact the City's franchised solid waste hauler, Waste Management of the Inland Valley at 1-800-423-9986, for disposal of construction debris.

44. Plan check fees for professional report review (geotechnical, drainage, etc.), and all improvement plans review, shall be paid prior to submittal of said documents for review and approval in accordance with the fee schedule in effect at the time of submittal.

45. The CC & R's shall contain provisions which prohibit dissolution of the property owners' association unless another entity has agreed to assume the operation and maintenance responsibilities of the property owners' association. The CC & R's shall contain provisions that prohibit the developer and his/her successors-in-interest from amending said covenants, conditions and restrictions to conflict with these conditions of approval, City codes and/or standards. The CC & R's shall be subject to prior review and approval of the City Attorney. The applicant or developer shall bear the cost of the review.

Electric Utility Department

46. The Electric Utility shall be notified of any changes to the site plans, & load calculations.

II. Prior to Issuance of Grading Permits.

Community Development Department

47. All site, grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency such as grading, tree removal, encroachments, building location, etc. or prior to final map approval in the case of a subdivision, or approved use has commenced, whichever comes first.

48. The developer shall coordinate/design pedestrian and vehicle access with the existing adjacent buildings located immediately west of the project. This may include removing and/or replacing portions of the pedestrian walks and vehicle drives in order to comply with current design standards.

49. A tree removal and replacement plan shall be required for the removal and replacement of all trees in excess of 50 years of age, unless their removal is required to protect the public health and safety.

50. The developer shall submit a construction access plan and schedule for the development of the project for Community Development Director and City Engineer approval; including, but not limited to, public notice requirements, special street posting, phone listing for community concerns, hours of construction activity, dust control measures, and security fencing.

51. The following notation shall be placed on the grading plan: "No more than three days prior to removing trees, shrubs or tall herbaceous vegetation during the breeding season for migratory birds (February 15 to August 31) a qualified biologist shall conduct a nesting bird survey."

Public Works Department

52. Grading of the subject property shall be in accordance with the City of Banning grading standards, and accepted grading practices as reviewed and approved by the City Engineer. The final grading plan shall be in substantial conformance with the approved conceptual grading plan.

53. The applicant shall execute a Stormwater Management Facilities Agreement guaranteeing the maintenance of stormwater pollution controls. Said agreement shall be subject to prior review and approval by the City Attorney. The applicant of developer shall bear the cost of the review. Said approved agreement shall be recorded with the Riverside County Recorder and run with the land.

54. A preconstruction meeting shall be held for all participating field personnel, including all appropriate City staff, prior to the commencement of construction activities.

55. A soils report and geological report shall be prepared by a qualified engineer and geologist, respectively, licensed by the State of California to perform such work. Said report shall be reviewed and approved by the City Engineer. The applicant or developer shall be required to comply with all recommendations of said report.

56. The applicant shall obtain any necessary clearances and/or permits from the following agencies:

Fire Marshal
Public Works Department (Grading Permit, Improvement Permit)
Community Development Department
Riverside County Environmental Health Department
California Regional Water Quality Control Board Colorado River Basin (RWQCB)
South Coast Air Quality Management District (SCAQMD)
Riverside County Flood Control District (RCFCD)

57. The applicant is responsible for meeting all requirements of permits and/or clearances from the above listed agencies. When the requirements include approval of improvement plans, the applicant shall furnish proof of such approvals when submitting improvements plans to the City.

58. All utility systems including gas, electric, telephone, water, sewer, storm drain, and cable TV shall be provided underground, with easements provided as required, designed and submitted for review and approval. Said items shall be constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.

59. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division for review and approval of the City Engineer prior to grading plan approval.

60. Submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed.

61. If the site is located in a Flood Area as identified in the current Flood Insurance Rate Map the developer is responsible for providing a certification by a registered professional engineer or architect demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

62. The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property to the west.

63. The applicant shall comply with Chapter 13.24 "Stormwater Management and Discharge Controls" of the Banning Municipal Code (BMC); California Building Code related to excavation and grading; and, the State Water Resources Control Board's orders, rules and regulations.

64. For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board.

65. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"):

Temporary Soil Stabilization (erosion control).
Temporary Sediment Control.
Wind Erosion Control.
Tracking Control.
Non-Storm Water Management.
Waste Management and Materials Pollution Control.

66. All erosion and sediment control BMPs proposed by the applicant shall be approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project.The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City.

67. Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California. A grading permit shall be obtained prior to commencement of any grading activity.

68. Prior to issuance of any grading or building permit a Project-Specific Water Quality Management Plan (WQMP) shall be reviewed and approved in accordance with California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2008-0001.

69. The applicant shall submit and obtain approval in writing from the Fire Marshall for the plans for all public or private access roads, drives, streets, and alleys. The plans shall include plan and sectional views and indicate the grade and width of the access road measured flow-line to flow-line. When a dead-end access exceeds 150 feet or when otherwise required, a clearly marked fire apparatus access turnaround must be provided and approved by the Fire Marshall. Applicable covenant, conditions or restrictions or other approved documents shall contain provisions which prohibit obstructions such as speed bumps/humps, control gates or other modifications within said easement or access road unless prior approval of the Fire Marshall is granted.

Electric Utility Department

70. Protect in place any existing electric utility infrastructure vaults, power poles etc.

III. Prior to Filing of Final Map.

Public Works Department

71. The City and Developer are to enter into a Development Agreement (DA) to guarantee the construction of the public improvements as listed in the Conditions of Approval and as shown on the approved plans. Security for the construction of public improvements including grading may be submitted in accordance with Government Code Section 66499 and shall be as follows:

    Faithful Performance Bond - 100% of estimated cost
    Labor and Material Bond - 100% of estimated cost
    Monumentation Bond - $7,500.00

    Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.

72. All public improvement plans shall be reviewed and approved by the City Engineer.

73. Offer to dedicate to the City of Banning for public purposes the right-of-way for Ramsey Street fronting the site as an Arterial Highway; 46 feet one-half width. Offers of dedication shall include the corner cut-off at intersections.

74. Offer to dedicate to the City of Banning for public purposes the access and utility easements along the vacated Livingston Street.

75. Offer to dedicate to the City of Banning easements to maintain any slopes supporting public right-of-ways. Maintenance easements shall extend 10 feet beyond the toe of slope.

76. Prepare plans for full half street improvements in accordance with City standards along Ramsey Street from San Gorgonio Avenue to a point easterly of Martin Street. The improvements plans shall also include street lighting, curb and gutter, sidewalk, asphalt concrete paving, traffic signs and striping, and any transitions. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method. Applicant shall pay fair share of said improvements based on the approved plans.

77. Design and construct the following water lines;

    i. There is an existing 12" D.I.P. Water line on Ramsey Street, a 10" CML&W (Steel) line on Alessandro Road and a 10" CML&W (Steel) on Livingston Street. Buildings will not be allowed to be constructed over these water lines. Currently the existing lines are within existing streets, if said streets are to be vacated a 20' easement shall be reserved.

ii. Design and construct an 8" D.I.P. water line on Martin Street from Ramsey Street to Livingston Street. Submit Water Improvement Plans to the Public Works Department, Engineering Division for review and approval.

iii. A backflow device must be installed on all commercial buildings and at each irrigation water connection. The backflow device must be in compliance with the State Department of Health Regulations.

iv. Construct an 8" D.I.P. on Martin Street from Ramsey Street to Livingston Street.

v. Fire Services will require a Double Detector Check or RPP Device.

vi. Install necessary blowoff and airvac assemblies at the low and high points, respectfully.

vii. Pay all applicable water connection and frontage fees per Chapter 13.08 "Water, Sewer and Electricity Rates" of the Banning Municipal Code prior to the issuance of a building permit.

78. Design and construct the following sewer lines and facilities:

i. There are two existing 8" VCP sewer lines that run parallel with San Gorgonio Avenue approximately 150' and 347' east of the centerline of San Gorgonio Avenue, a 15" VCP sewer line on Livingston Street and an 8" VCP sewer line on Alessandro Road. Buildings will not be allowed to be constructed over these sewer lines without the construction of new sewer mains. The existing easements shall remain for these facilities unless relocated.

ii. Submit Sewer Improvement Plans to the Public Works Department, Engineering Division for review and approval.

iii. Properly sized grease interceptors shall be required of restaurant facilities.

iv. Pay all applicable sewer connection and frontage fees per Chapter 13.08 "Water, Sewer and Electricity Rates" of the Banning Municipal Code prior to the issuance of a building permit.

79. A sewer check valve shall be provided for each lot with a finished pad elevation lower than the rim elevation of the immediate up-stream sewer manhole.

80. Public Works Inspection fees shall be paid in accordance with the fee schedule in effect at time of time of scheduling; water and sewer connection fees including frontage fees and water meter installation charges shall be paid on a per lot basis at the time of building permit issuance in accordance with the fee schedule in effect at that time; a plan storage fee shall be paid for any engineering plans that may be required in accordance with the fee schedule in effect at the time the fee is paid; a Traffic Control mitigation fee shall be paid; a fee shall be paid to Riverside County Flood Control and Water Conservation

District in the amount specified by them to perform plan checking for drainage purposes if necessary for the proposed project.

81. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division for review and approval of the City Engineer.

82. A map of the proposed subdivision drawn at 1"=200' scale showing the outline of the streets including street names shall be submitted to the City to update the city atlas map.

83. An original Mylar of the final map (after recordation) shall be provided to the City for the record files.

84. A record of all street centerline monument ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of Monumentation Bond.

85. Right of way or easement acquisitions necessary to implement any portion of this map, including public improvements, shall be obtained by the developer at its sole expense prior to the City's consideration of the final map which encompasses the particular improvement. The developer shall notify the City in writing no more than 120 days and no less than 60 days in advance of filing the final map related to the acquisition if City assistance is needed to complete the acquisition pursuant to Government Code Section 66462.5. Funds in an amount of 100% of the estimated acquisition costs shall be deposited with the City to cover appraisal, right of way agent, and legal fees and costs incurred to secure the necessary property.

Electric Utility Department

86. Submitting detailed plans indicating lot lines, streets, easements, building layout, anticipated loading information, etc. These plans are required in electronic format. We currently use AutoCad2010. Plans should consist of a plot plan, site plan, one-line diagram of proposed electrical main service panel, and a sheet showing load calculations by an electrical engineer. Additional sheets may be required upon request. An area(s) is will be required for on site electric distribution equipment, pad mounted transformer(s), vault(s) & service equipment etc. The area must be sufficient for safe operation and maintenance.

IV. Prior to the Issuance of Building Permit.

Community Development Department

87. The project shall implement, at a minimum, and require an increase in building energy efficiency of 15 percent beyond Title 24, and reduce indoor water use by 25 percent. All requirements will be documented through a checklist to be submitted prior to issuance of any building permits with building plans and calculations.

88. Any building placed within 84 feet of Interstate 10 (70 dBA noise contour) will require that a noise study be performed and that noise insulation features be incorporated into the design to reduce the noise impaet to acceptable levels.

89. Construct the Roadway Improvements and place the traffic striping improvements in accordance with the traffic impact analysis prepared by Albert A. Webb Associates dated March 1, 2011.

90. The applicant shall cause the final map to be recorded.

91. Provide a reciprocal parking plan/agreement for the proposed parcels based on the required parking for the project.

92. The developer shall obtain Design Review approval from the Planning Commission regarding the requirement for Art in Public Places (see BMC §17.12.020.H.3).

93. The developer shall obtain Design Review approval from the Planning Commission regarding the requirement for a sign program for the overall development.

94. Obtain clearance and/or permits from the Banning Unified School District

95. A detailed on-site lighting plan, including a photometric diagram, shall be reviewed and approved by the Community Development Director and Police Department. Such plan shall indicate style, illumination, location, height, and method of shielding so as not to adversely affect adjacent properties in accordance with the Zoning Code. Lighting fixtures shall be shielded or recessed to prevent spillage to the adjacent properties. The lighting fixture design shall compliment the architecture of the site. Additionally, all lighting plans and installations shall conform to the requirements of the conditions stipulated by the Airport Land Use Commission (ALUC) and Federal Aviation Administration (FAA) review.

96. Plans for any security gates to secure the building premises shall be submitted for the Community Development Director, City Engineer, and City of Banning Fire Marshal review and approval. Security gates will not be allowed to block any public street.

97. A complete landscape/irrigation package prepared by a landscape architect licensed by the State of California shall be reviewed and approved by the Planning Division prior to issuance of building permit. The plans shall include the following elements:

    i. Water conservation concept statement.
    ii. Calculation of maximum applied water allowance.
    iii. Calculation of estimated total water use.
    iv. Landscape design plan.
    v. Irrigation design plan.
    vi. Grading design plan.
    vii. Soil analysis.
    viii. Certificate of substantial completion.

98. The final design of the perimeter parkways, walls, landscaping, and sidewalks shall be included in the required landscape plans and shall be subject to Community Development Director review and approval and coordinated for consistency with any parkway landscaping plan, which may be required by the Engineering Division.

99. All landscaping and irrigation shall be designed to conserve water through the principles of Xeriscape in accordance with Zoning Ordinance requirements.

100. Building and Safety plans shall be submitted for plan check and approval. All plans shall be marked with the project number (i.e., DR #10-702). The applicant shall comply with 2010 California Building Codes, and all other applicable codes, ordinances, and regulations in effect at the time of permit application including but not limited to those regulations that relate to ground movement.

101. The applicant shall pay development impact fees at the established rate. Such fees may include, but are not limited to: Transportation Development Fee, Drainage Fee, School Fees, Permit and Plan Checking Fees. Applicant shall provide a copy of the school fees receipt to the Building and Safety Division.

102. Projects subject to flood hazards shall implement standards for flood hazard reduction in accordance with Banning Municipal Code Section 15.64 including, but not limited to, anchoring, construction materials and methods, elevation and floodproofing, and utilities.

Public Works Department

103. The developer shall provide for the relocation of any sewer or water mains that interfere with the proposed project.

104. A precise grading plan shall be submitted to the City Engineer for review and approval. Precise grading plans shall include perimeter walls with top of wall and top of footing elevations shown. All footings shall have a minimum of 1-foot of cover, and/or sufficient cover to clear any obstructions.

105. The applicant shall provide a lot pad certification stamped and signed by a qualified civil engineer or land surveyor. Each pad certification shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. Such pad certification shall also list the relative compaction of the pad soil.

106. In accordance with the approved plans, the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed project/development. Conferred rights shall include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements.

107. The developer shall prepare a water conservation plan to reduce water consumption in the landscape environment using xeriscape principles. "Xeriscape" shall mean a combination of landscape features and techniques that in the aggregate reduce the demand for and consumption of water, including appropriate low water using plants, non-living ground-cover, a low percentage of turf coverage (limited to 25% of the planted area), permeable paving and water conserving irrigation techniques and systems. A low water-using drought tolerant plant includes species suited to our climate, requiring less water in order to grow well.

108. Fire hydrants shall be installed within and on the project boundaries as per the approval plans, and/or as approved by the Fire Department.

109. Provide fire flow calculations for the project and construct the necessary facilities to meet those flows for the project.

110. The site is located within an airport safety zone as designated in the Riverside County Airport Land Use Compatibility Plan. The project shall be submitted to the Riverside Airport Land Use Commission for a consistency determination.

111. A property owners' association shall be established promptly following grading permit issuance and the applicable Conditions, Covenants & Restrictions (CC & R's), shall be prepared for review and approval of the City Engineer providing for maintenance of the parkway, slopes adjacent to public right-of-ways, any debris basins and median island landscaping. The developer shall appoint the members of the Board of Directors of the property owners' association, or take such other steps as may be reasonably necessary to assure that members have been appointed or elected to such Board of Directors, until under the terms of the applicable CC & R's individual lot owners have the power to elect the members of the Board of Directors in accordance with the CC & R's.

Electric Utility Department

112. Pay required fees- Engineering, Planning, Inspection and the cost of electric apparatus for completing the primary electric service lateral and Street lighting. The City of Banning Electric Utility commercial service costs are not fixed, but are based on actual cost to install the new service. The cost of each service varies based on project location, service size, and electrical distribution equipment and material needed to service the project.

V. Prior to the Issuance of Certificate of Occupancy.

Community Development Department

113. In order to reduce energy consumption from the proposed project development, applicable plans (e.g., electrical plans, improvement maps, etc.) submitted to the City shall include the installation of energy efficient street lighting throughout the project site. These plans shall be reviewed and approved by the Electric Utility, Public Works Department and Building and Safety Division.

114. Place a small monument plaque dedicated to several of the town founders at or near the spot where the Bryant House/Banning Hotel once stood. The monument shall be at least 5 feet tall with a metal plaque set in stone and exhibit etched pictures of the San Gorgonio Inn, the Bryant House/Banning Hotel, and a short discussion of the City of Banning founders and the significance of the Hotel Block. The monument shall be protected in place from any future development.

115. The developer shall install the Art in Public Places as required by the Zoning Ordinance prior to the occupancy of any unit within the development. Any proposed art shall be approved by the Planning Commission through the Design Review process.

116. Prior to any use of the project site, or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Community Development Director.

117. All ground-mounted utility appurtenances such as transformers and AC condensers shall be located out of public view and adequately screened through the use of a combination of concrete or masonry walls, berming, and/or landscaping to the satisfaction of the Community Development Director.

118. All building numbers and individual units shall be identified in a clear and concise manner, including proper illumination.

119. Provide for the following design features in each trash enclosure, to the satisfaction of the Community Development Director:

    1. Architecturally integrated into the design of the project.
    2. Separate pedestrian access that does not require the opening of the main doors and to include self-closing pedestrian doors.
    3. Large enough to accommodate two trash bins (see Public Works Dept for details).
    4. Trash bins with counter-weighted lids.
    5. Architecturally treated overhead shade trellis, or cover.
    6. Chain link screen on top to prevent trash from blowing out of the enclosure and designed to be hidden from view.

120. The buildings shall be constructed in substantial compliance with the design elements as depicted in Attachment 5 of the staff report approved by the City Council at their regularly scheduled meeting held on May 24, 2011; and, in accordance with Zoning Code regulations.

121. All roof appurtenances, including air conditioners and other roof mounted equipment and/or projections shall be shielded from view and the sound buffered from adjacent properties and streets as required by the Planning Division. Such screening shall be architecturally integrated with the building design and constructed to the satisfaction of the Community Development Director. Details shall be included in building construction plans.

122. All parking spaces shall be 9 feet wide by 19 feet long minimum. When a side of any parking space abuts a building, wall, support column, or other obstruction, the space shall be a minimum of 11 feet wide.

123. A 25 foot parking setback from the curb face shall be maintained at the driveway fronting all public streets.

124. All parking lot landscape islands shall have a minimum interior dimension of 6 feet in width and shall contain a 12-inch walk adjacent to any parking stall (including curb width).

125. Decorative paving shall be required at all driveway entrances in accordance with the requirements of the Zoning Code and City Engineer and Community Development Director.

126. All parking spaces shall be striped per City standards and all loading zones, driveway aisles, entrances, and exits shall be striped per City standards. Each exit from a parking area shall be clearly marked with a "Stop" sign.

127. A minimum of 20% of trees planted shall be 36 inch box or larger specimens; and, a minimum of 50% trees planted shall be 24 inch box or larger specimens.

128. Within parking lots, trees shall be planted at a rate of at least one 24 inch box tree for every four parking spaces. The maximum spacing between trees in parking areas shall compliment the architecture of the existing buildings.

129. All parking areas shall provide at least 30% permanent landscape shading for parked vehicles within two years of occupancy.

130. Trees shall be planted in areas of public view adjacent to and along structures at a rate of at least one tree per 30 linear feet of building.

131. The slopes within any detention basin shall be irrigated and landscaped with appropriate ground cover for erosion control. Slope planting shall include a permanent irrigation system.

Public Works Department

132. The applicant shall furnish the City with reproducible record drawings on Mylar of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD or raster-image files submitted to the City, revised to reflect the "As-Built" conditions.

133. All fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street as approved by the Fire Marshall, and must be maintained in good condition by the property owner until the street is accepted for maintenance.

134. Offer to dedicate to the City of Banning an aviation easement for the airspace related to the operation of Banning Municipal Airport.

135. ~~Construct full street improvements in accordance with City standards fronting Martin Street including street lighting, curb and gutter, commercial style drive approaches, sidewalk, and asphalt concrete paving, traffic signs and striping, and any transitions. Street lights shall be installed offset of the existing street lights. Applicant's geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method.~~ The developer shall make the necessary street improvements to Martin Street, west side, fronting the project. The improvements shall include, but not limited to, curb and gutter, curb return, handicap ramp, sidewalk, driveway approach, street lights, street name signs, and landscaping.

136. Construct neeessary street improvements to obtain 38 feet minimum pavement width in accordance with City standards along Ramsey Street fronting the property including street lighting, curb and gutter, sidewalk, asphalt concrete paving, traffic signs and striping, and any transitions. Applicant's geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method.

137. An automatic sprinkler system and landscaping shall be installed, prior to occupancy of the first unit of the development, within the parkway fronting Ramsey Street, Martin Street and San Gorgonio Avenue, and any interior public spaces. The system shall include a landscape controller, a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.

138. Any public improvements damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee.

139. Landscape improvements shall be certified by a licensed landscape architect or licensed landscape contractor as having been installed in accordance with the approved detailed plans and specifications. The applicant shall furnish said certification, including an irrigation management report, for each landscape irrigation system and any other required implementation report determined applicable, to the City Engineer for review and approval.

140. Street name signs and traffic control devices including traffic legends and traffic striping shall be installed, or relocated in accordance with Caltrans Standards and as shown on the approved plans, and/or as directed by the City Engineer.

141. Monuments and center line ties shall be certified and submitted to the City Engineer for review and approval.

Electric Utility Department

142. Grant easements for electric facilities installation / maintenance, etc. Building & Safety will need to sign a release before any new service is energized. Power cannot be released until the service conductor is pulled in and terminated at the new service panel. The customer must apply for a new electric service account with the C.O.B. Utility Billing Department located at City Hall (99 E. Ramsey St.) Utility Billing will fax a Meter Release Form to the Electric Utility. The Electric Utility will coordinate the meter set with the customer.

143. Provide for the undergrounding of the overhead utility facilities located along Alessandro Road along with the overhead utility facilities located along the frontage of Livingston Street.

144. The developer shall provide all conduits, vaults, and other materials associated with electric facility installations (except cables and their terminations).

145. The developer shall install streetlight poles, fixtures, pullbox, and conduits along the project frontage, and as directed by the City Engineer.

146. Secondary service entrance conductors to be provided and installed by the developer.

POLICE DEPARTMENT

147. Prior to occupancy of the first unit the developer shall provide for a Police Department radio repeater to be placed on the roof of the development. The developer shall submit specifications for review and approval of the Police Department prior to installation.

148. The developer shall install a video surveillance system to view the public areas of the development that may be viewed by police dispatchers. The developer shall submit specifications for review and approval of the Police Department prior to installation.

FIRE DEPARTMENT

The following codes and standards quoted in this review response are selected from the various regulations that apply to this development. Other regulations that are not included on this review response may also apply after additional information is provided.

10. General Conditions

10. FIRE

With respect to the conditions of approval for the referenced project, the Fire Department recommends the following fire protection measures be provided in accordance with Riverside County Ordinances and/or recognize fire protection standards:

10. FIRE SHELL BUILDINGS

THESE CONDITIONS ARE FOR A SHELL BUILDING ONLY.
Shell building will receive a shell final only. No certificate of Occupancy (human occupant and/or materials) will be issued until the building occupants Has been identified with their occupancy classification and have been Conditioned by Riverside County Fire Department. Occupant or tenant Identification is imperative for orderly and prompts processing.

Upon identification of the occupant or tenant a Fire Protection Analysis report Maybe required prior to establishing the requirements for the occupancy permit. Failure to provide comprehensive data analysis and/or technical information Acceptable to the Fire Department may result in project delays.
A complete commodity listing disclosing type, quantity, level of hazard and potential For "Reactivity" must be provided within 15 days. The forgoing is necessary to properly occupancy classify the building (s). Failure to provide comprehensive Data and/or highly technical information will result in project delay and Requirement for a complete Fire Protection Study for review.

10. FIRE RESPONSIBILITY

It is the responsibility of the recipient of these Fire Department conditions to Forward them to all interested parties. The building permit number is required on all correspondence: (i.e. general contractor, superintendent, owner, subcontractors, etc).

10. FIRE APPROVED SYSTEM

All of the following conditions titled "Prior to Final Inspection", and/ or any type of fire suppression systems, must be approved, inspected and finaled by the Riverside County Fire Department, prior to Building and Safety's Final inspection. the Fire Department letter of conditions, job card and approved plans must be at the job site for all inspections.

10. FIRE HIGH PILE/RACK STORAGE

A separate permit may be required for high-pile storage and/or racks. Sprinkler Plans and/or sprinkler review must be submitted by a licensed sprinkler contractor with storage and/or rack plans to Riverside County Fire Department for review and approval of the 2007 CFC Chapters 24 and 34 compliance. Complete Chapters 24 and 34 information re: all commodities stored, rack dimensions, placement in building, sprinkler densities, etc. must be provided with suppression system for racks and/or high-pile storage review. A complete listing of commodities, Classified using CFC Article 81, 2007 Edition and NFPA 13, 2007 Edition guidelines by a licensed Fire Protection Engineer (or other consultant approved by this jurisdiction).

10. FIRE ROOFING MATERIAL

All buildings shall be constructed with Class B roofing materials as per the California Building Code.

10. FIRE BLUE DOT REFELECTOR

Blue retro reflective pavement markers shall be mounted on private street, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by Riverside County Fire Department.

10. FIRE SUPER FIRE HYDRANT

Super fire hydrant (s) (6" x 4" x 2 ½") shall be located not less than 25 feet or More than 165 feet from any portion of the building as measured along approved vehicular travel ways.

10. FIRE ABOVE/UNDERGROUND TANK PERMITS

Applicant/developer shall be responsible for obtaining under/aboveground fuel, Propane, chemical and mixing liquid storage tank permits from the Riverside County Fire Department. Underground and chemical tank plans must be approved by the Environmental Health Department prior to submitting plans to the Fire Department. (Fire Department needs to review the Environmental Health Approved Set) Plans must be in triplicate and submitted with the current fee for review and Approval prior to installation. Aboveground fuel/mixed liquid tank(s) shall meet the following standard: Tank must be tested and labeled to UL 2085 Protection Tank Standard or SwRI 93-01. The test must include the Projectile Penetration Test and the Heavy Vehicle Impact Test. A sample copy of the tank's label
from and independent test laboratory must be included with your Plans. (TANK PLANS CANNOT BE SUBMITTED TO THE FIRE DEPARTMENT UNTIL A BUILDING PERMIT HAS BEEN ISSUED, CONTACT FIRE DEPARTMENT FOR GUIDELINE HANDOUT)

10. FIRE RAPID HAZMAT BOX

Rapid entry Hazardous Material data and key storage cabinet shall be installed on outside of the building. Plans shall be submitted to the Riverside County Fire Department for approval prior to installation

10. FIRE HIGH PILE/RACK STORAGE

A separate permit is required for high pile storage and/or racks. Sprinkler Plans and/or sprinkler review must be submitted by a licensed sprinkler Contractor with storage and/or rack plans to Riverside County Fire Department

for review and approval of the 2007 CFC Chapters 24 and 34 compliance. Complete Chapters 24 and 34 information re: all commodities stored, rack dimensions, placement in building, etc. must be provided with suppression system for racks and/or high-pile storage review. A complete listing of commodities classified using UFC Chapters 24 and 34, 2007 Edition, and NFPA 13, 2007 Edition guidelines by a licensed Fire protection Engineer (or other consultant to approve by this jurisdiction.)

10. FIRE GATE ENTRANCES

Gate entrances shall be at least two feet wider than the width of the traffic lane (s) serving that gate. Any gate providing access from a road to a driveway shall be located at least 35 feet from the roadway and shall open to allow vehicle to stop with out obstructing traffic on the road. Where a one-way road with a single traffic lane provides access to a gate entrance, 40 foot turning radius shall be used.

10. FIRE ADDRESS AT CONSTRUCTION

During the construction of this project, the site address shall be clearly posted at the job site entrance. This will enable incoming emergency equipment and the inspectors to locate the job-site from the assigned street location. Number shall be a minimum of 24 inches in height.

10. FIRE PROHIBITED H MATERIALS

It is prohibited to use/process or store any material in this occupancy that Would classify it as"H" occupancy per the 2007 Uniform Building Code.

60. PRIOR TO GRADING PERMIT ISSUANCE

60. FIRE WATER PLANS

The applicant or developer shall separately submit two copies of the water system plans to the Fire Department for review. Plans shall conform to the fire hydrant types, location and spacing, and the system shall meet the fire flow requirements. Plans shall be signed/approved by a registered civil engineer and the local water company with the following certification: "I certify that the design of the water system is in accordance with the requirements prescribed by the Riverside County Fire Department."

80. PRIOR TO BUILDING PERMIT ISSUANCE

80. FIRE ACCESS ROADS

All fire department access roads shall be as Banning Engineering standards, item #21of the Building Department Street Conditions.

Fire apparatus access roads and water supplies for fire protection are required to be in service prior to and during the time of construction. (C.F.C., sec. 501.4)

Fire vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Temporary vehicle access shall be maintained until permanent fire apparatus access roads are available. (C.F.C., sec. 1410.1)

CFC D102.1, shall be able to support at least 75,000 pounds.

All fire department access roads shall have a 28' radius minimum, larger radiuses may exist when detailed building drawings are submitted. [CFC Appendix D]

80. FIRE WATER CERTIFICATION

The applicant or developer shall be responsible to submit written certification from the water company noting the location of the existing fire hydrant and that the existing water system is capable of delivering 2,750 GPM fire flow for a 2 hours duration at 20 PSI residual operating pressure. If a water system currently does not exist, the applicant or developer shall be responsible to provide written certification that financial arrangements have been made to provide them.

80. FIRE WATER PLANS

The applicants or developer shall separately submit two copies of the water system plans to the Fire Department for review and approval. Calculated velocities shall not exceed 100 feet per second. Plans shall conform to the fire hydrant types, location and spacing, and the system shall meet the fire flow requirements. Plans shall be signed and approved by a registered civil engineer and the local Water Company with the following certification: "I certify that the design of the water system is in accordance with the requirements prescribed by the Riverside County Fire Department."

90. FIRE DESIGNATED AREAS

Existing fire lanes shall be maintained, additional fire lanes may be required. Contact Fire Department for guideline handout.

90. FIRE EXTINGUISHERS

Install portable fire extinguishers with a minimum rating of 2A-10BC one per 3000 sq. ft. or 75 feet of travel distance. Fire extinguishers located in the public Areas shall be in recess cabinets mounted 48 inches to the center above floor level with maximum 4 inch projection from the wall. (extinguishers must have current CSFM service tag affixed)

90. FIRE SUPER FH/FLOW

Approved super fire hydrants (6" x 4" x 2 ½") with a fire flow of 2,750 GPM, shall be installed within 165 feet of all public use type buildings and any recreational vehicle type storage area.

90 FIRE SPRINKLER SYSTEM

Install a complete fire sprinkler system per NFPA 13 2010 edition (13D and 13R system are not allowed) in all buildings requiring a fire flow of 1500 GPM or greater sprinkler system (s) with pipe size in excess of 4" inch diameter will require the project structural engineer to certify (wet signature) the stability of the building system for seismic and gravity loads to support the sprinkler system. All fire sprinkler risers shall be protected from any physical damage. The post indicator valve and fire department connection shall be located to the front, within 50 feet of a hydrant, and the minimum of 25 feet from the building (s). A statement that the building (s) will be automatically fire sprinkled must be included on the title page of the building plans.

Applicant or developer shall be responsible to install a Central Station Monitored Fire Alarm System. Monitoring System shall monitor the fire Sprinkler system (s) water flow, P.I.V.'s and all control valves. Plans must be submitted to the Fire Department for approval prior to installation. Contact Fire Department for guideline handout.

90. FIRE AUTO/MAN FIRE ALARM

Applicant or developer shall be responsible to install a manual and automatic Fire Alarm System. Plans must be submitted to the Fire Department for approval prior to installation. Standard for this project will be NFPA 72, 2010 edition.

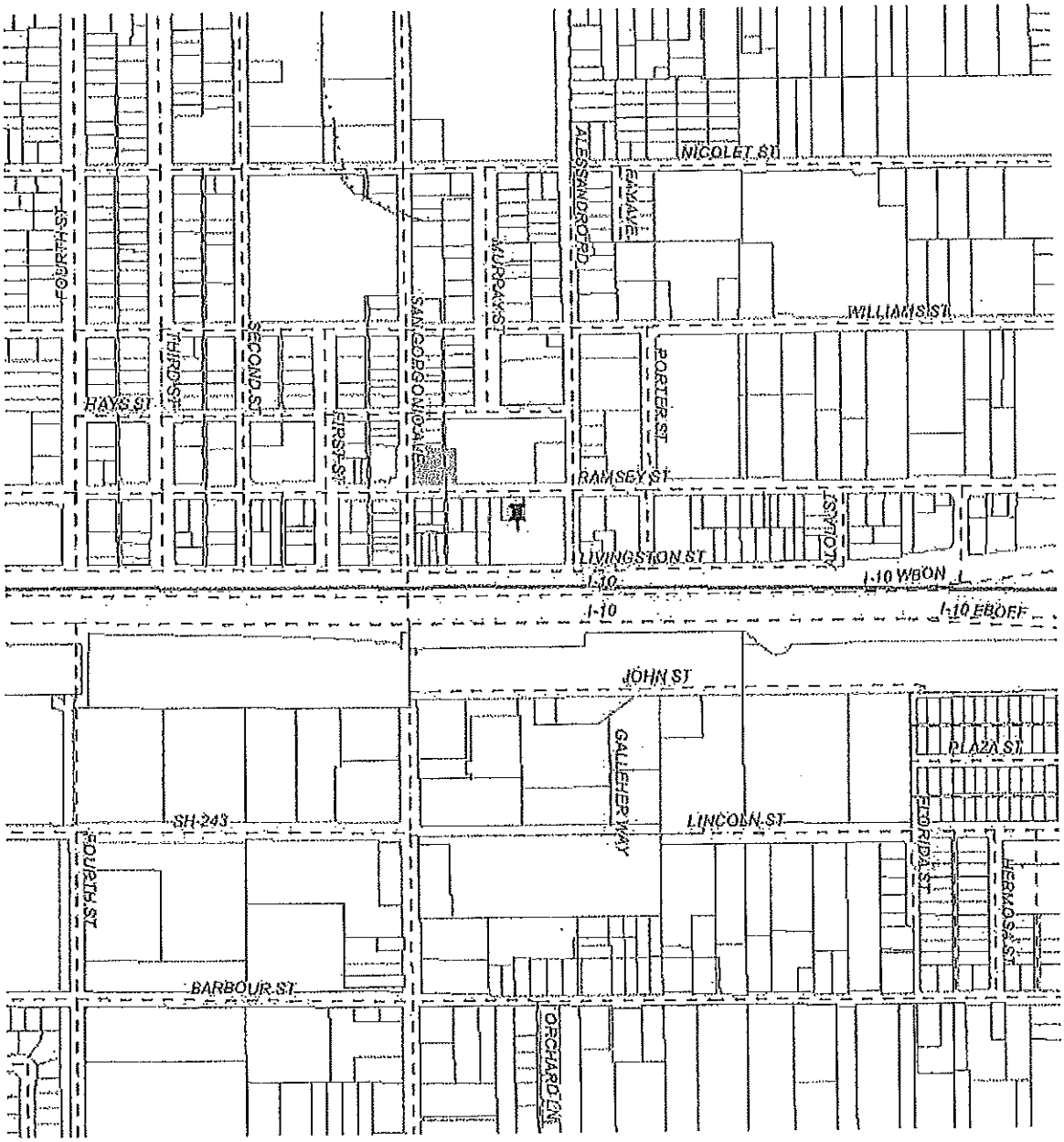
90. FIRE. HOOD DUCT EXTIG SYSTEM

A U.L. 300 hood duct fire extinguishing system must be installed over cooking Equipment. Wet chemical extinguishing system must provide automatic Shutdown of all electrical componets and outlets under the hood upon activation System must be installed by a licensed c-16 contractor. Plans must be submitted With current fee to the Fire Department for review and approval prior to installation

Note: A dedicated alarm system is not required to be installed for the exclusive Purpose of monitoring this suppression system. However, a new or pre existing Alarm system must be connected to the extinguishing system. (*separate fire Alarm plans must be submitted for connection)

Attachment 2

(Location Map and Aerial Photograph)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RAMSEY ST
LIVINGSTON ST
I-10
I-10 WBON
I-10 EBOFF
JOHN ST
GALLEHER WAY
PLAZA ST
SH-243
LINCOLN ST
FLORIDA ST
HERMOSA ST
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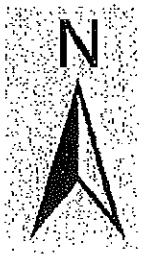
FOURTH ST



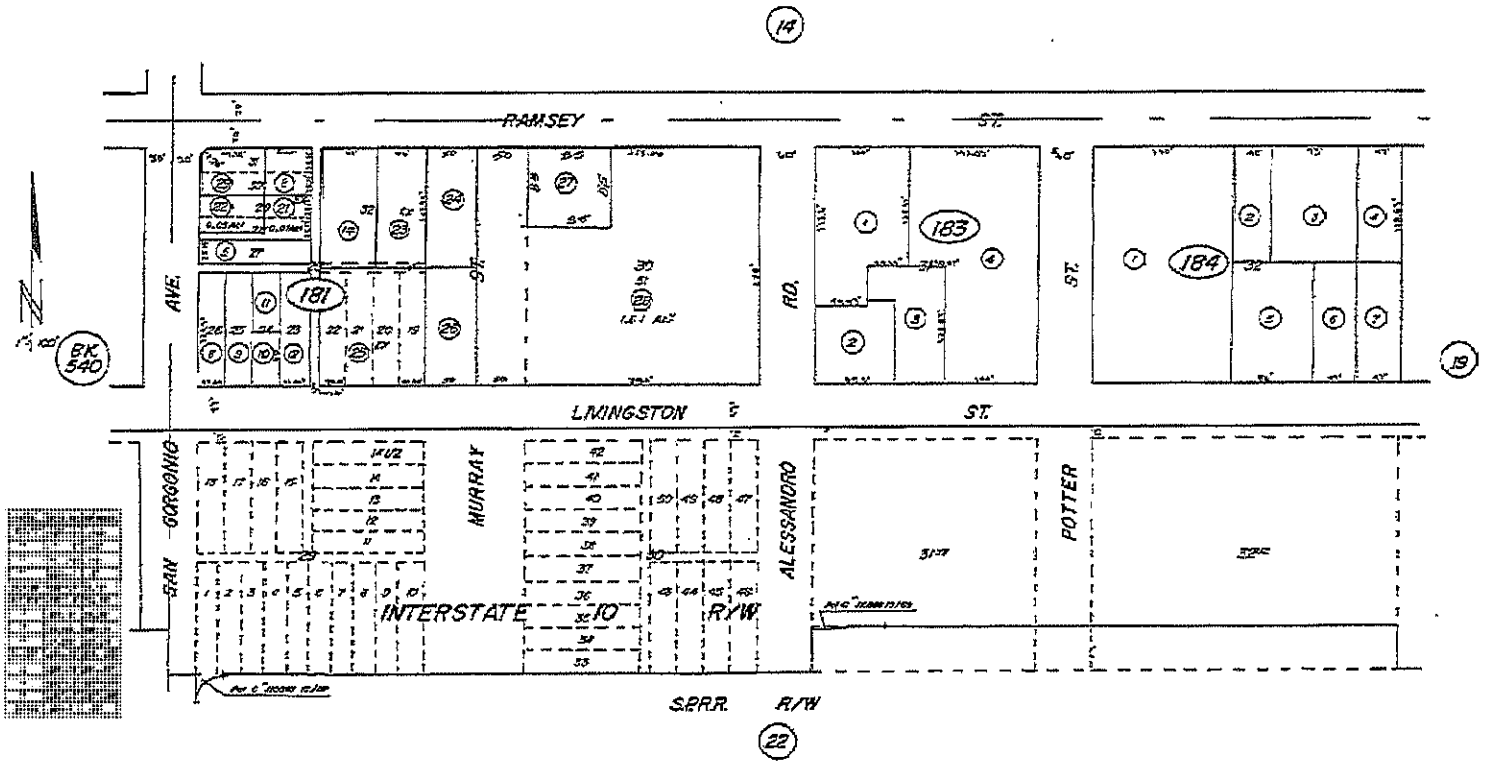
Location Map
DR #10-702

541-18
26-5

T.C.A. 102

POR. N.1/2 S.W.1/4 SEC. 10, T. 3S., R. 1E.

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY



M.B. 9/44 S.B. AMENDED MAP of the BANNING LAND COMPANY

OCT 1969

ASSESSOR'S MAP BK 541 PG. 18
RIVERSIDE COUNTY, CALIF.

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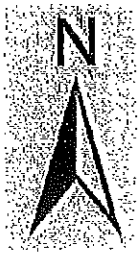
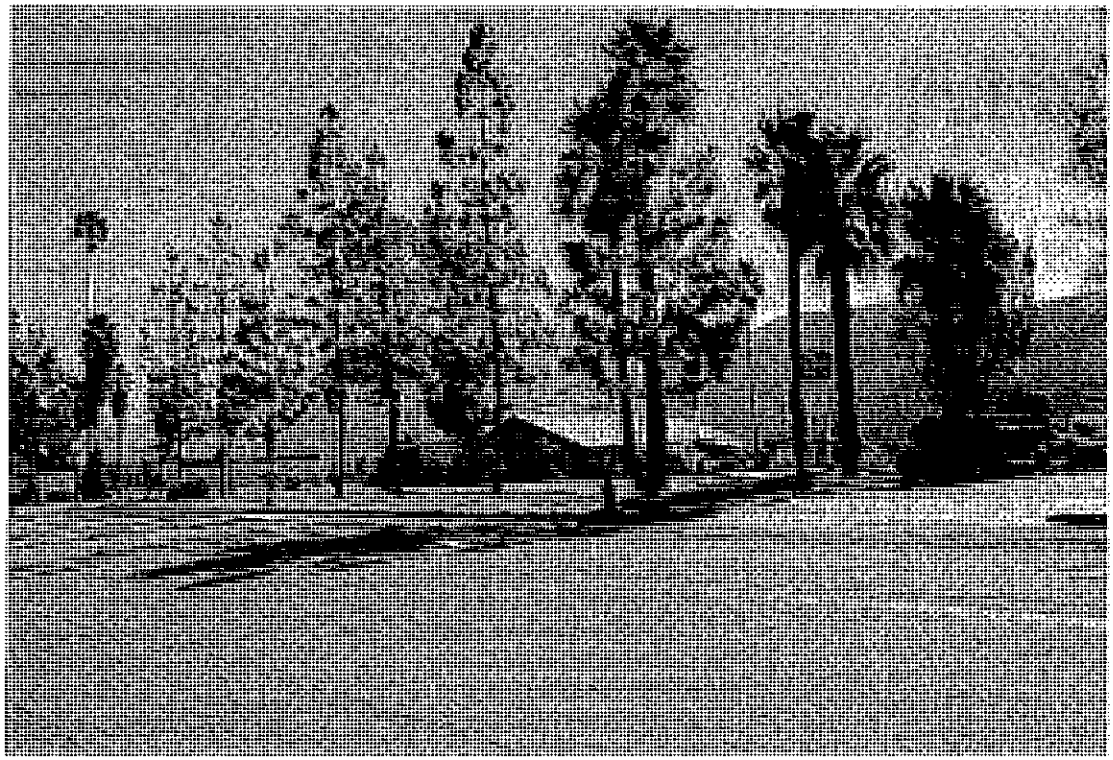


Aerial Photograph
DR #10-702

Attachment 3

(Site Photographs)

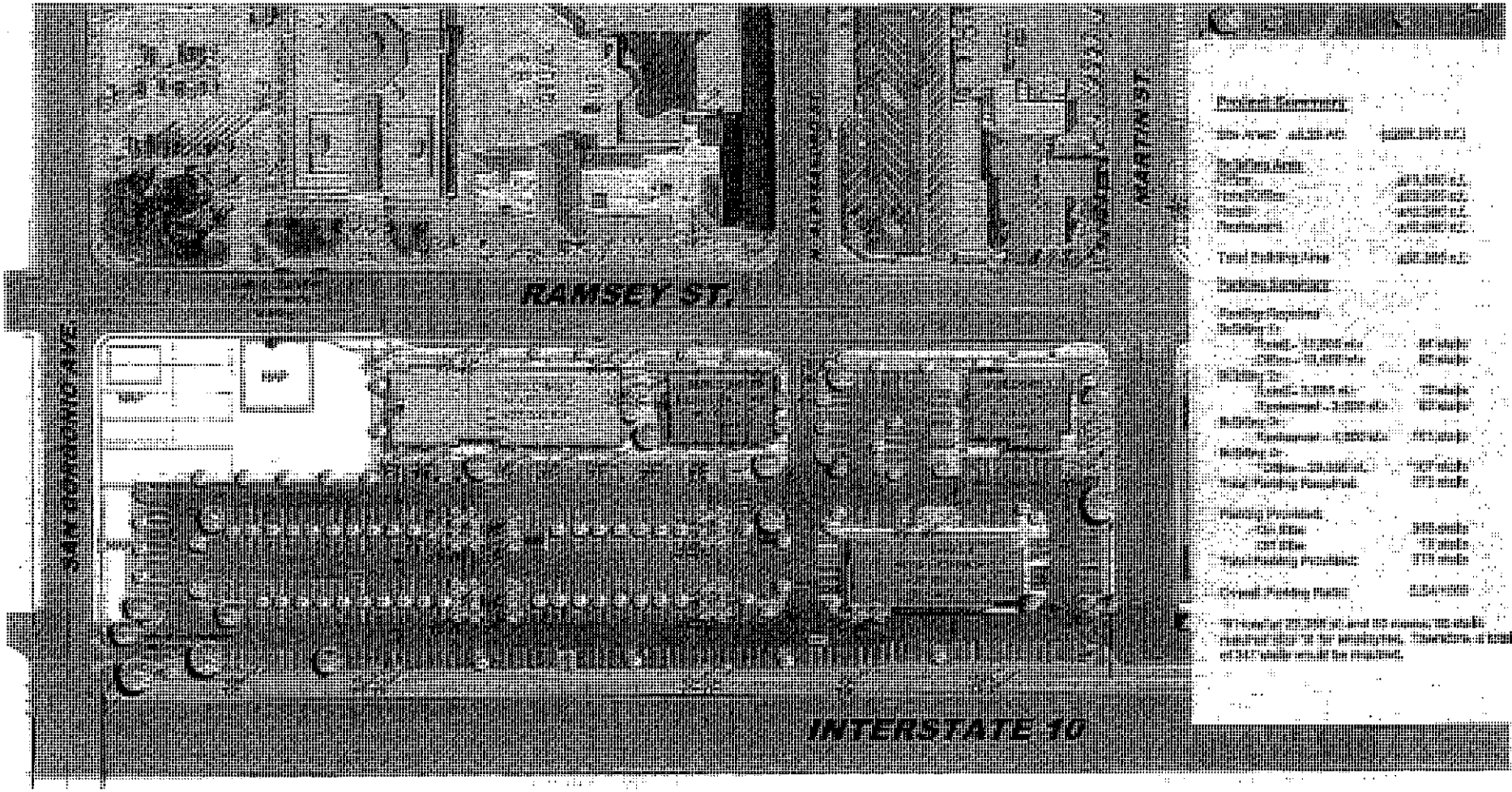
Looking westerly along Ramsey Street



Looking southeasterly from Ramsey Street

Attachment 4

(Project Plans)



SITEPLAN
SCALE: 1"=40'-0"

THE FROST COMPANY

Arthur Pearlman CORPORATION

DLR Group WWCOT
3 Mills Plaza
Pasadena, CA 91105
t. 626.796.9220
f. 626.796.8735

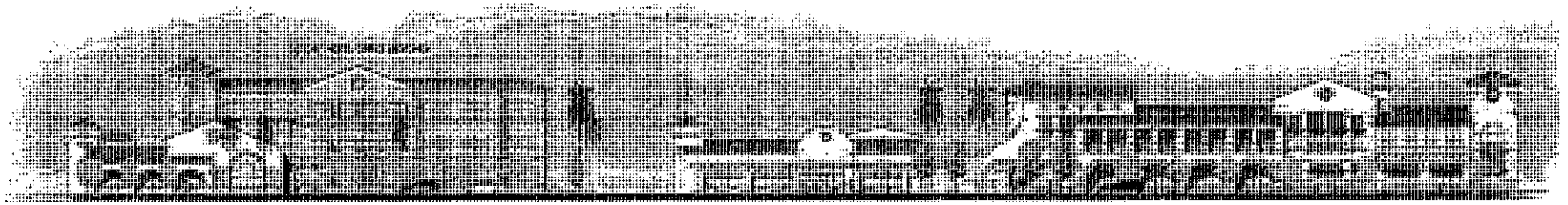
VILLAGE AT PASEO SAN GORGONIO

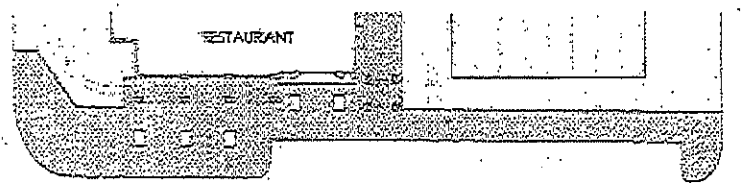
A1-1

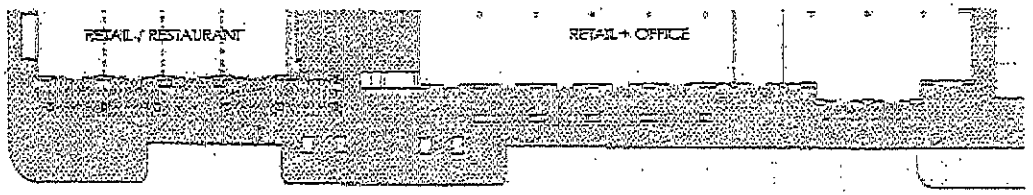
PRELIMINARY DESIGN

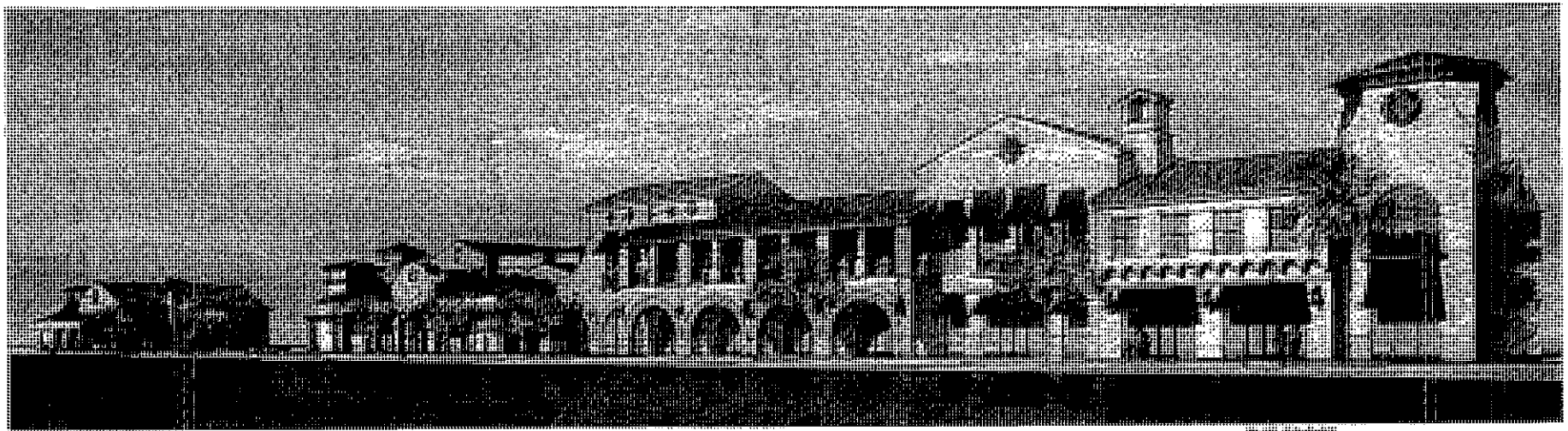
APRIL 12, 2011

SEC OF SAN GORGONIO AVENUE & RAMSEY STREET, BANNING, CA









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09 on 24 x 36

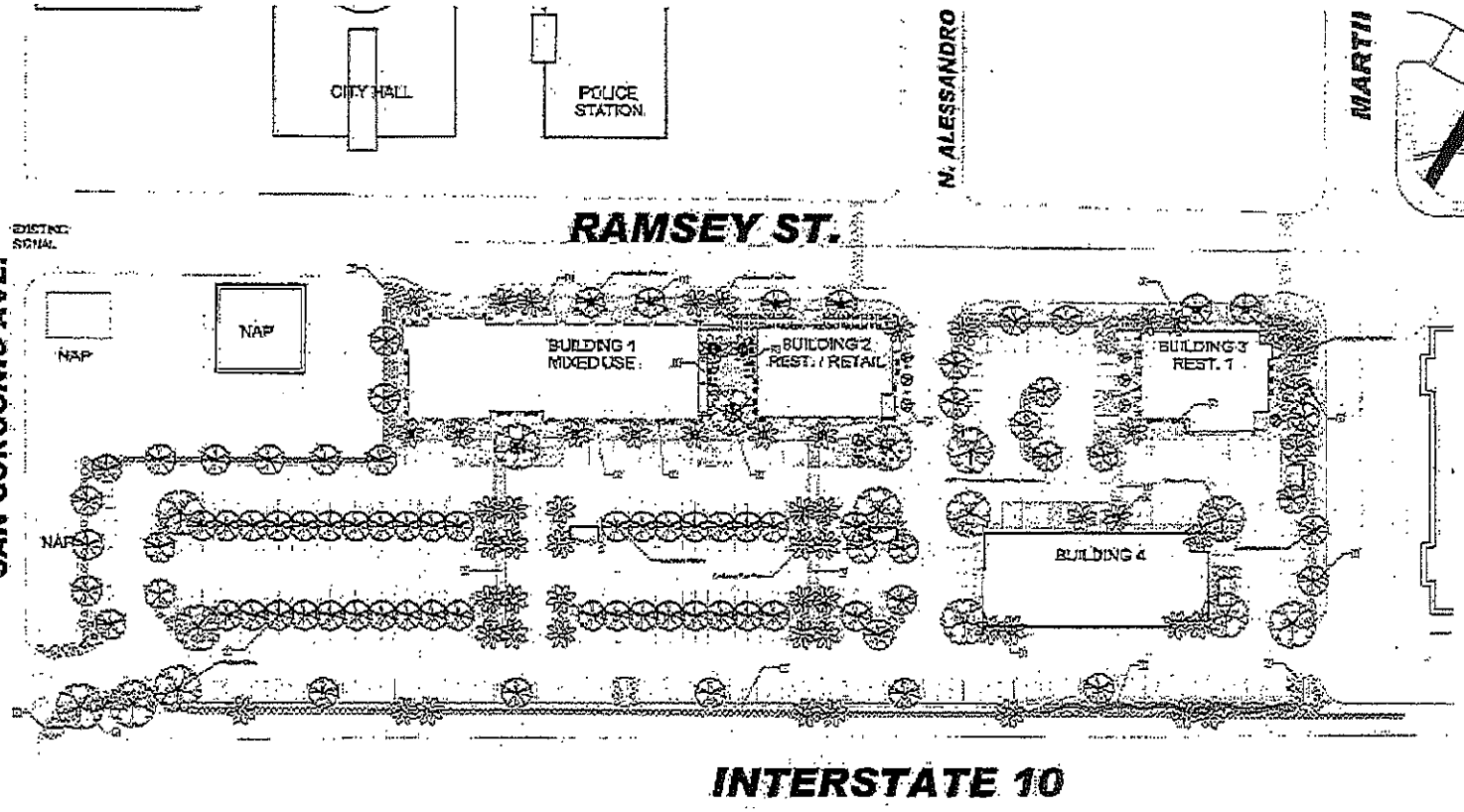
VILLAGE AT PASEO SAN GORGONIO

A-352

April 12, 2011

SEC OF SAN GORGONIO AVENUE & RAMSEY STREET, BANNING, CA

PRELIMINARY DESIGN



LANDSCAPE PLAN

SCALE: 1" = 30'-0"

THE FROST COMPANY

Arthur Pearlman CORPORATION

CCA INC

DLR Group WWCOT

VILLAGE AT PASEO SAN GORGONIO

APRIL 12, 2011

SEC OF SAN GORGONIO AVENUE & RAMSEY STREET, BANNING, CA

PRELIMINARY DESIGN

L1.5