

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

June 14, 2016
6:00 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 Scheduled Meeting of the Banning Utility Authority.

Per City Council Resolution No. 2016-44 matters taken up by the Council before 10:00 p.m. may be concluded, but no new matters shall be taken up after 10:00 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 – Pastor Bob Wilkerson, New Creation Church
- Pledge of Allegiance
- Roll Call – Councilmembers Franklin, Miller, Moyer, Peterson, Mayor Welch

II. REPORT ON CLOSED SESSION

III. PUBLIC COMMENTS

PUBLIC COMMENTS – *On Items Not on the Agenda*

A five-minute limitation shall apply to each member of the public who wishes to address the Mayor and Council on a matter not on the agenda. No member of the public shall be permitted to “share” his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff 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. ANNOUNCEMENTS/REPORTS *(Upcoming Events/Other Items if any)*

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

V. 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: To approve Consent Items 1 through 7

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 – 05/24/16 <i>(Workshop)</i>	1
2.	Approval of Minutes – Special Meeting – 05/24/16 <i>(Closed Session)</i>	69
3.	Approval of Minutes – Special Meeting – 05/24/16.	71
4.	Approval of Minutes – Regular Meeting – 05/24/16	77
5.	Report of Investments for April 2016.	123
6.	Approval of Accounts Payable and Payroll Warrants for Month of March 2016.	131
7.	Approval of Accounts Payable and Payroll Warrants for Month of April 2016.	135

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

VI. PUBLIC HEARING

(The Mayor will ask for the staff report from the appropriate staff member. The City Council will comment, if necessary on the item. The Mayor will open the public hearing for comments from the public. The Mayor will close the public hearing. The matter will then be discussed by members of the City Council prior to taking action on the item.)

1. Resolution No. 2016-49, Authorizing acceptance of the 2016 Edward Byrne Memorial Justice Assistance Grant in the amount of \$10,805 **139**
(Staff Report – Alex Diaz, Police Chief)

Recommendation: Adopt Resolution No. 2016-49, accepting grant funds Provided by the Office of Justice programs in the amount of \$10,805 to cover overtime costs for police department staff managing and participating in the Banning Police Activities League (B.P.A.L.) Program.

VII. REPORTS OF OFFICERS

1. Adoption of Ordinance Establishing City Council Elections by Districts . . **143**
(Staff Report – Anthony R. Taylor, City Attorney)

Recommendations: A) Introduce for first reading Ordinance No. 1497.

Mayor asks the City Clerk to read the title of Ordinance No. 1495

“An Ordinance of the City Council of the City of Banning, California, Amending Chapter 2.04 Administration, of the Banning Municipal Code by Adding New Section 2.04.035 Changing the City’s Electoral System so that Members of the City Council Will Be Elected By Districts and Establishing District Boundaries For Five Electoral Districts.”

Motion: I move to waive further reading of Ordinance No. 1497.

(Requires a majority vote of Council)

Motion: I move that Ordinance No. 1497 pass its first reading.

2. Adopt Resolution No. 2016-40, Approving the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. of Lake Forest, California **159**
(Staff Report – Art Vela, Public Works Director)

Recommendation: That the City Council adopt: 1) Resolution No. 2016-40, Approving the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. of Lake Forest, California in the amount of \$46,180 for Fiscal Year 2016/2017; II) Authorizing the Administrative Services Director to make the necessary budget adjustments and appropriations and transfers related to the agreement; and III) Authorizing the City Manager to execute the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. for Fiscal year 2016/2017.

3. Adopt Resolution No. 2016-42, Approving the Purchase of Substation Electrical Distribution Equipment for the 12kV Conversion of the Alola and Airport Substations **175**
(Staff Report – Fred Mason, Electric Utility Director)

Recommendation: That the City Council adopt Resolution No. 2016-42: I) Approving the purchase agreement for 311251-P1 RFP for 69x34.5-12.47 kV Power Transformers with TLC to Virginia Transformer Corp, in the amount Not to exceed \$1,087,947 including taxes, and rejecting all other proposals; II) Approving the purchase agreement for 311251-P2 RFP for 69 kV Power Circuit Breakers to Siemens Industry, Inc. in the amount not to exceed \$131,250 including taxes, and rejecting all other proposals; III) Approving the purchase agreement for 311251-P3 RFP for 12.47 kV Metal-Clad Switchgear Building to Myers Power Products, Inc., in the amount not to exceed \$1,028,322 including taxes, and rejecting all other proposals; IV) Approving the purchase agreement for 311251-P4 RFP for Substation Structures and Equipment to Dis-Tran Packaged Substations, in the amount not to exceed \$18,750 including taxes, and rejecting all other proposals; V) Authorizing the City Manager to execute the agreement between the City and Virginia Transformer Corp, Myers Power Products, Inc., Siemens Industry, Inc., and Dis-Tran Packaged Substations for the required equipment purchases; and VI) Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations and transfers related to the project.

4. Adopt Resolution No. 2016-48, Confirming the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal year 2016-2017 443
(Staff Report – Art Vela, Public Works Director)

Recommendation: **That the City Council adopt Resolution No. 2016-48, Confirming the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal year 2016-2017 pursuant to the provisions of part 2 of Division 15 of the California Streets and Highways code and authorize and direct the City Clerk to file the diagram and assessment with the Riverside County Assessor/County-Recorder's Office.**

5. Adopt Resolution No. 2016-51, Approving the Rate Adjustment for the Collection, Transportation and Disposal of Solid Waste Services and to Proceed with the Proposition 218 Notification and Public Hearing Process 459
(Staff Report – Art Vela, Public Works Director)

Recommendation: **That the City Council adopt: 1) Resolution No. 2016-51, Approving the rate adjustment for the collection, transportation and disposal of solid waste services; II) Authorizing staff to proceed with the Proposition 218 notification and public hearing process related to the proposed rate adjustment; and III) Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations and transfers related to the proposition 218 notification and public hearing process.**

ADJOURN REGULAR CITY COUNCIL MEETING AND CALL TO ORDER A SCHEDULED MEETING OF THE BANNING UTILITY AUTHORITY

I. BANNING UTILITY AUTHORITY (BUA)

Roll Call: Boardmembers Franklin, Miller, Moyer, Peterson, Chairman Welch

REPORTS

1. Adopt Resolution No. 2016-10 UA, Adopting the 2015 Urban Water Management Plan and Approving its Submittal to the California Department of Water Resources. 473
(Staff Report – Art Vela, Public Works Director)

Recommendation: **The Banning Utility Authority adopt Resolution No. 2016-10 UA, Adopting the 2015 Urban Water Management Plan and Approving its Submittal to the California Department of Water Resources.**

BUA ADJOURNMENT - Next regular meeting: Tuesday, June 28, 2016.

BANNING FINANCING AUTHORITY (BFA) – no meeting.

RECONVENE REGULAR CITY COUNCIL MEETING

VIII. ITEMS FOR FUTURE AGENDAS

New Items –

Pending Items – City Council

1. Housing Element (2016)

(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 Friday, 8 a.m. to 5 p.m.

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

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

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

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

05/24/16
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Welch on May 24, 2016 at 1:00 p.m. at the Banning Civic Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Franklin
Councilmember Moyer
Mayor Welch

COUNCIL MEMBERS ABSENT: Councilmember Miller *(excused)*
Councilmember Peterson *(excused)*

OTHERS PRESENT: Michael Rock, City Manager
Anthony R. Taylor, City Attorney
Rochelle Clayton, Administrative Services Dir./Deputy City Manager
Art Vela, Acting Public Works Director
Brian Guillot, Acting Community Development Director
Fred Mason, Electric Utility Director
Tim Chavez, Battalion Chief
Heidi Meraz, Community Services Director
Alex Diaz, Police Chief
Stacy Bovol, Utility Financial Analyst
John McQuown, City Treasurer
Sonja De La Fuente, Executive Assistant/Deputy City Clerk
Marie A. Calderon, City Clerk

PUBLIC COMMENTS – *On Items Not on the Agenda*

There were none.

WORKSHOP REPORTS

1. Budget Workshop for Fiscal Year 2016/17 and 2017/18

City Overview – Michael Rock, City Manager

City Manager addressed the Council stating that he will give a general overview of the proposed budget and then that would be followed by each department head presenting their departmental budgets. At this time he started his power-point presentation (see attached Exhibit “A”) stating in general the City’s budget that is proposed is in good shape, it is balanced and it offers some new positions and some new organizational structure to meet the five primary goals that the Council laid out at the strategic planning workshop both this year and the year before. At this time he went over the various slides in regards to the Fiscal Year 2016-17 Budget highlighting the Expenditures by Budget Unit; General Fund: Revenues, Expenditures, Unrestricted General Fund Reserves, Property Tax, Sales Tax, Mining Tax; Summary of Major Increased/Decreased

Fund Revenues; Summary of Expenditures; Summary of Major Increased/Decreased General Fund Expenditures; and Labor Agreements. In conclusion of the overall summary of the state of the budget it is balanced, not recommending that any General Fund Reserves be used to balance the budget, both property and sales tax revenues are increasing, and the City has very low debt service as related to the \$16 million dollar General Fund operating budget and all of that he thinks is very positive news. The overall economy in the United States is slowly recovering and in California it is an interesting mix of some areas of the state recovering well and others recovering more slowly. He said that Riverside county as a whole has done slightly better than other parts of the state and we are very optimistic about the next two years for continued sales and property tax revenue increases to the City of Banning.

Councilmember Moyer said that this is adding basically 6 (5.8) employees to this budget and our projections are based not on one-time fixes but on sustainable long term things. City Manager said that was correct.

Councilmember Moyer asked if the budget does include about \$400,000 of mining tax money. City Manager said yes it does and that is assuming we have a developer agreement in place that would give us that \$400,000 a year for at least 10 years.

Councilmember Moyer said he understands that we are just holding that money like an escrow account or something. City Manager Rock said that is correct and it has never been appropriated to any expenditure.

The following directors gave their staff reports as contained in the attached Exhibit A

Public Works Department – CIP – Art Vela, Public Works Director/City Engineer

This department includes the following: Fleet Division, Streets Division, Parks Division, Building Maintenance Division, Airport Division, Engineering Division, Water Operations Division, and also the Wastewater Operations Division. Director Vela went over the revenues and expenditures in each of his divisions, notables, accomplishments, responsibilities, one-time costs, and the various Capital Improvement Projects.

There were various questions asked by Council and response by staff in regards to capital costs for our water and wastewater system, possibly partnering with Banning High School Masonry Program on to do some work at the parking lot at Repplier Park to be able to offset some costs if they are able to do decorative brick work, inventory of our assets, airport fueling and sales, contract services and are any of those reimbursed, one-time costs, conservation goal, preventative maintenance programs, city monument sign costs, recycling plans for wastewater plant, TAB's projects, Chromium-6 treatment possibility of getting grants, and extension of Sun Lakes Boulevard.

Electric Utility Department – Fred Mason, Electric Utility Director

Director Mason went over the accomplishments in his department, Capital Projects, the Smart Grid Project, revenues and expenses, public benefit programs, and regulatory issues related to electric.

There were various questions asked by Council and responses by staff in regards to the Smart Grid and how it may change staffing requirements, will customers have on-line access to be able to see their usage, any legal challenges to the State mandate for energy conservation, airport

substation, anticipated loss of revenue due to solar, and offering any solar incentives. Director Mason also gave an explanation of the transmission costs.

Police Department – Alex Diaz, Police Chief

Chief Diaz said that there were a couple of slides that didn't get into the presentation and he will provide the Council with those pages. He started his presentation going over revenues and expenditures in the police budget, dispatch, code enforcement, animal control. He said that they are full-service law enforcement agency and provide police services 24-hours a day. He went over each of the departments - police, dispatch, code enforcement, records bureau, property/evidence and what they do. He also went over their major accomplishments for Fiscal Year 2015-2016, and the goals and objectives for Fiscal Year 2017-2018.

There were various questions asked by Council and responses by staff in regards to animal control billing, Explorer program being advertised at high school, and the drop of vehicle abatement fees.

Fire Department – Tim Chavez, Battalion Chief – CAL FIRE/Riverside County Fire Department
Chief Chavez went over the fire department functions that include Fire Suppression; Medical Emergencies; Fire Marshall/Fire Prevention/Education/Enforcement; Hazardous Materials; Complex Incident Management and Support Services. He went over the pie chart showing the calls that were serviced by Cal Fire in the city of Banning and there was a total of 4,691 calls for services.

Community Services Department – Heidi Meraz, Community Services Director

Director Meraz stated that the Community Services Department is Recreation, Aquatics, Senior Center Services, and Public Transit. She went over the purpose of each division, division staff, and division goals, program participation, revenue, and the transit division performance. In regards to transit they are seeing a slight deficit and they will be changing some of their routes and analyzing their efficiencies. Director Meraz said that we have Beaumont Pass Transit coming through our main corridor currently and that has decreased the City's fare box so she has to look at things and will be working closely with Beaumont Pass Transit to see where changes can be made.

Councilmember Moyer said he just heard about this Beaumont intrusion and is there nothing we can do to stop that.

There was some Council and staff dialogue in regards to the Beaumont intrusion and what can be done to stop that and the things that haven't happened just yet to generate more ridership.

Community Development Department – Brian Guillot, Community Development Director

Director Guillot stated that Community Development oversees Planning, Building and Safety, Economic Development and Housing. Some of the specialized operations of the Community Development Department are provided through contract services and this ultimately results in a savings to the City in that they are not using an employee to fill those position. He also went over the budget for the department and wanted the Council to note that in each of the years under Permit Revenue the General Fund expenses are offset by about \$420,000 in permit revenue so they are not a complete General Fund drain. The largest programs in the department include the Comprehensive General Plan Update and the Downtown Master Plan Specific Plan. The Building and Safety Division is a contract service and it is a revenue sharing program.

There were some questions asked by Council and responses by staff in regards to permit fees and are we in line with other cities, and the master fee study that will be done and how soon it will be done.

Administrative Services Department – Rochelle Clayton, Administrative Services Director/Deputy City Manager

Director Clayton went over the Administrative Services Department that includes Human Resource/Risk Management, Finance, Purchasing, Utility Meter Reading and Utility Billing. She went over the responsibilities of each of the divisions, the budgets, and accomplishments for Fiscal Year 15/16. She also went over the Fiscal Year 16/17 goals that include Interactive Voice Response Payments, Online & Smart Phone Customer Options, Upgrade to ERP & CIS Software and she explained each of the goals in detail.

There were some questions asked by Council and responses by staff in regards to credit card fees, will new software to allow people to set up a new account without having to come to city hall, and unemployment claims doubling.

Department of the City Manager – Michael Rock, City Manager

City Manager went over his department budget and said that they are recommending various changes that include Information Technology Division be transferred from Administrative Services Department to the City Manager's office; promote one current employees to a IT Manager; Public Information, Communications, and Media be in the City Manager's office; and that a Management Analyst be hired to handle legislation, public information, media, communications, solid waste and recycling, public education and outreach, and fire contract management and a number of other special projects that may be assigned by the City Council to the City Manager. He went over the General Fund expenditures, accomplishments, and goals.

City Manager said that this is a \$101 million dollar budget that has be presented and this budget will be back in front of the Council on June 28th for final adoption.

John McQuown, City Treasurer addressed the Council stating that he and Councilmember Moyer have met with the City Manager and Deputy City Manager and find this budget very optimistic in light of what has been going on. If anyone in the public has any questions concerning this, please feel free to call him.

Councilmember Moyer agreed with what the City Treasurer just said and both of them are on the Finance Committee so please feel free to call them if more clarification is needed on this budget.

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

Councilmember Franklin thanked City Manager and all the staff who worked so hard and the Finance Committee and she is pleased that we have a Finance Committee that is working monthly and that staff has worked really well to get us to the point where we are actually seeing some increases.

Mayor Welch thanked all for a well-organized program and a lot of information for not only the City Council but for the city of Banning.

Meeting recessed at 3:40 p.m. and reconvened at 3:46 p.m.

2. Urban Water Management Plan Workshop
(Staff Report – Art Vela, Public Works Director)

Director Vela introduced Dave Schriener, Krieger & Stewart who the City hired to develop the City's 2015 Urban Water Management Plan.

Mr. Schriener addressed the Council and introduced Victoria Morrell of Krieger & Stewart to talk about the 2015 Urban Water Management Plan UWMP. He started his power-point presentation (attached Exhibit "B") in regards to the 2015 UWMP requirements, and the contents of the UWMP. He gave an introduction and overview of UWMP, system description, system water use, baselines and targets, system water supplies, water supply reliability, water shortage contingency planning, demand management measures, and the review and adoption process. He said that the City has already met its interim water usage target and it has actually already met its 2020 urban water usage target. He said that this will be submitted to the City Council on June 14, 2016 for final adoption with submittal to the Department of Water Resources on June 17, 2016 with a deadline for submittal by July 1, 2016.

Councilmember Franklin said in talking about water do we have to deal with the Chromium-6 issue at all because that would impact the amount of water maybe we would have.

Director Vela said the Chromium-6 issue is mentioned in the document as a water quality issue but we are assuming that for the purposes of supply that that supply would still be there and we would be treating still getting the full amount of water.

Councilmember Moyer said if he remembers right the projections include the Pardee Project and the potential Rancho San Geronimo Project and if he read this correctly you are indicating in this that there is enough water to allow those projects to proceed.

Mr. Schriener said that is correct based on if the residential demand can be held at 220 gallons per capita today.

Councilmember Franklin asked if anything were to change substantially with the next 5 years, do you do an update or just leave it.

Mr. Schriener said that the urban water management plans need to be updated every 5 years.

Councilmember Franklin said she is saying in between like if we become a part of an integrated regional water management plan or there becomes a formal allocation plan; something that could substantially impact either favorably or negatively our water supply.

Mr. Schriener said that they could allow you to amend the plan. Typically most people he thinks would just wait until the next 5 year increment to update the plan with the new information but if it is a matter of priority that impacts policy matters at the City, an amendment could be issued.

Councilmember Moyer said that in regards to the 47,000 plus acre feet in reserve storage how do we know that somebody isn't over-drawing out of that basin.

Direction Vela said that the extractions from the Beaumont Basin are very closely monitored as part of the adjudication of the basin. So as part of that adjudication what happens is that the courts allowed for an over-extraction beyond the safe-yield of the basin basically to create storage in that aquifer so this 47,000 acre feet went back to fill that void and we actually have an 80,000 acre foot storage account and we have filled it half way basically.

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

ADJOURNMENT

By common consent the meeting adjourned at 4:07 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.

EXHIBIT “B”

Minutes of May 24, 2016


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DRAFT

City of Banning

FISCAL YEAR 2016-2017 & 2017-2018


TWO YEAR BUDGET




City of Banning

Fiscal Year 2016-17 and 2017-18

DRAFT BUDGET




MAY 24, 2016
BUDGET
WORKSHOP



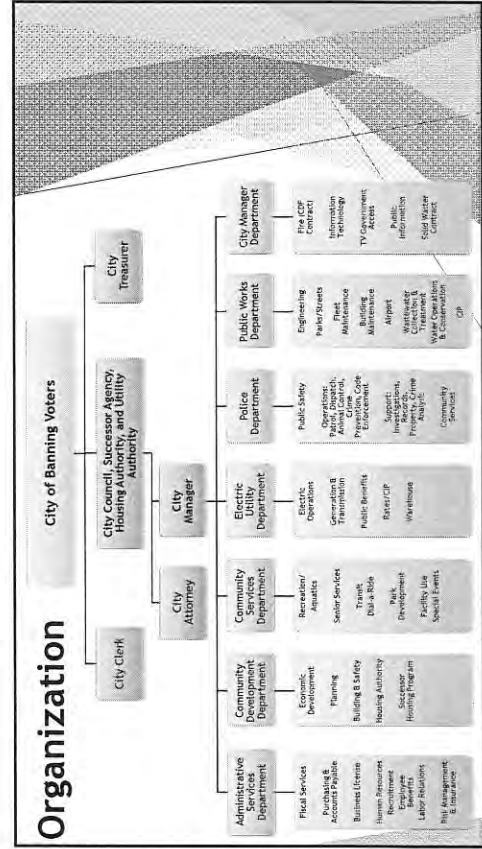
City of Banning

Fiscal Year 2016-17 and 2017-18

DRAFT BUDGET



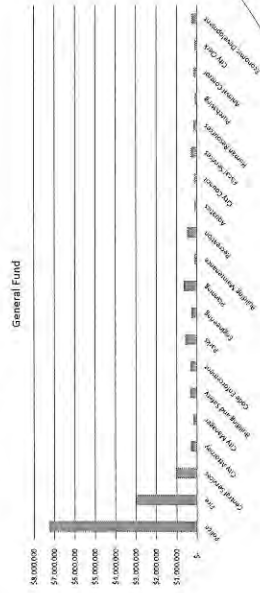
MAY 24, 2016
BUDGET
WORKSHOP



Fiscal Year 2016-17 Expenditures by Budget Unit

GENERAL FUND	7,283,941	7,283,941
2000 Police	\$	\$
2000 Fire	\$	\$
6000 Central Services	\$	\$
7000 City Attorney	\$	\$
8000 City Clerk	\$	\$
9000 City Council	\$	\$
2000 Building and Safety	\$	\$
2000 Core Enforcement	\$	\$
3000 Parks	\$	\$
4000 Engineering	\$	\$
5000 Building Maintenance	\$	\$
6000 Supervision	\$	\$
7000 City Council	\$	\$
8000 Fiscal Services	\$	\$
9000 Public Works	\$	\$
1000 Public Safety	\$	\$
2000 Animal Control	\$	\$
3000 City Clerk	\$	\$
4000 Economic Development	\$	\$
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Fiscal Year 2016-17 Expenditures by Budget Unit (continued)



Fiscal Year 2016-17 Expenditures by Budget Unit (continued)

Enterprise & Special Funds



General Fund

General Fund Revenues: General Fund Revenues in FY 2016-17 are projected to be \$16,003,437; an increase of approximately 2.5% over FY 2015-16. The increase is due to the overall improving economy and the addition of four major retail stores (Hobby Lobby, Big 5, Marshalls, and Party City) and the addition of the Mining Tax on the Robertson's Ready Mix Company.

General Fund Expenditures: General fund expenditures for FY 2016-17 are projected to be \$16,003,437; an increase of \$1.8% from FY 2015-16. The increase of overall expenditures is necessary to achieve the desired level of service the residents and businesses need and to begin restoring the more than 40 full time positions that were cut from the budget over the last few years.

Unrestricted General Fund Reserve: The City has a reserve policy that requires an unrestricted amount of cash be held for emergency use or one time use per City Council direction. The current balance in the unrestricted reserve is \$4,758,156. This represents 30% of the total general fund revenues.

Summary of Revenues

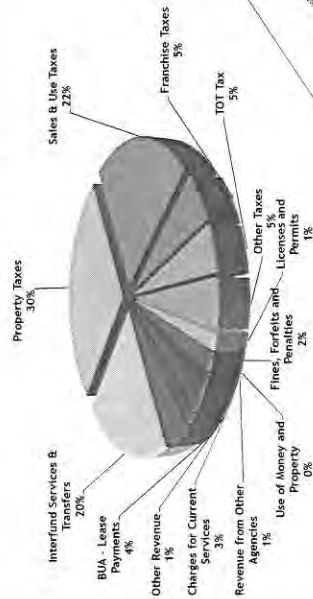
Property Tax: Property tax revenue is projected to be \$4.7 million, an increase of 5% over FY 2015-16 and represents 29.4% of total general fund revenues.

Sales Tax: Sales tax revenue is projected to be \$2.9 million, an increase of 8.8% over FY 2015-16 and represents 20% of total general fund revenues.

Robertson's Ready Mix: Since the voters passed the mining tax on November 4, 2014, the City has collected a total of \$360,049 for three quarters of FY 2015-16, none of which has been appropriated to any expenditures. The City is waiting for the conclusion of the negotiations with Robertson's Ready Mix regarding the developer agreement in order to then decide how to appropriate the revenue from the mining tax.

General Fund Revenues

FY 2016-17 Total = \$16,003,437



Summary of Major Increased/Decreased General Fund Revenues

- ▶ Increase in sales tax revenue of approximately \$255,000 due to improving economy and the opening of new businesses including Hobby Lobby, Big 5, Marshalls, and Party City
- ▶ Increase in property tax revenue of approximately \$232,000 due to improving economy

Summary of Expenditures

Authorization to hire full time employees and reorganization of Information Technology and Solid Waste Management Services has increased the projected expenditures: At the March 29, 2016 Strategic Planning Workshop the Council approved the immediate recruitment of an Economic Development Manager and a Community Services Officer. Human Resources is reviewing these applications now and scheduling interviews. Additionally, the Council was presented with the hiring of a Fleet Manager for FY 2016-17. The Council also approved the hiring of a Customer Service and Billing Manager and adding a Utility Billing representative position. In addition the City Manager proposes the following functions be moved to the City Manager's Office:

- ▶ Information Technology
- ▶ Solid Waste and Recycling Services
- ▶ Public Information, Communications, and Media Relations

Summary of Expenditures (continued)

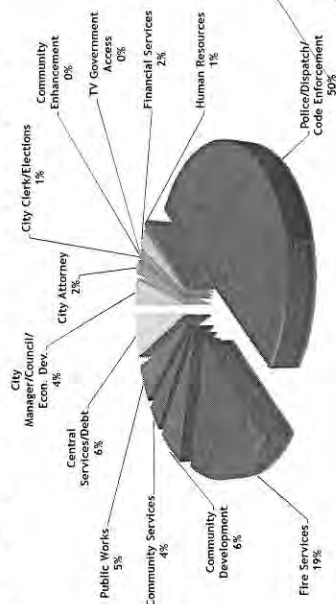
- ▶ FY2015-16 Salary & Benefit Savings of \$1,056,802 less Contract Employment and Overtime Costs
- ▶ Net Savings of \$829,030 to carry over in the General Fund for increased salary and benefits costs

Summary of Expenditures (continued)

Three (3) Year Historical Carryover: The City typically ends each fiscal year with a positive general fund balance due to unspent budgeted funds and actual revenues that are higher than projections.

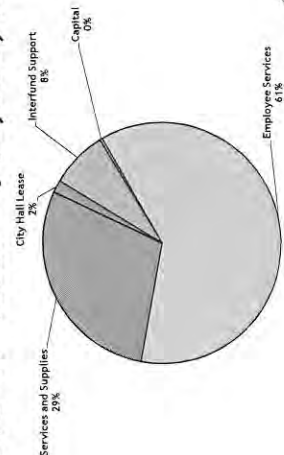
Fiscal Year	Amount
FY2013-14	\$224,510
FY 2014-15	\$286,585
FY 2015-16	\$231,069

General Fund Expenditures FY 2016-17 Total = \$16,003,437



General Fund Expenditures by Category

FY 2016-17 Total = \$16,003,437



Summary of Major Increased/ Decreased General Fund Expenditures

- ▶ Increase in the Cal Fire contract of 5% or \$139,938
- ▶ Total Salary and benefit increases of \$446,871 over last year due to new labor agreements with Police Officer's Association and positions previously left vacant (Economic Development Manager, Fleet Manager, Purchasing Manager) and are now filled and the creation of new positions (Community Service Officer, Utility Customer Service and Billing Manager and a Management Analyst)
- ▶ Savings to the General Fund of approximately \$200,000 per year by hiring an in house City Attorney
- ▶ Savings to the General Fund through new agreements with vendors for leasing of copy machines and internet service

Labor Agreements

- ▶ The City is in the final year of Memorandum of Understandings (MOUs) with the International Brotherhood of Electrical Workers (IBEW) Utility, IBEW General and the San Bernardino Public Employees Association (also known as Teamsters Local Union No. 1932) Management group. Negotiations are under way and staff will make every effort to have a new MOU for the City Council to consider sometime in the next few months.
- ▶ The Police Officers Association settled with the City effective March 28, 2016 for a three year period. The salary and benefit increases for this MOU are reflected in the draft budget.

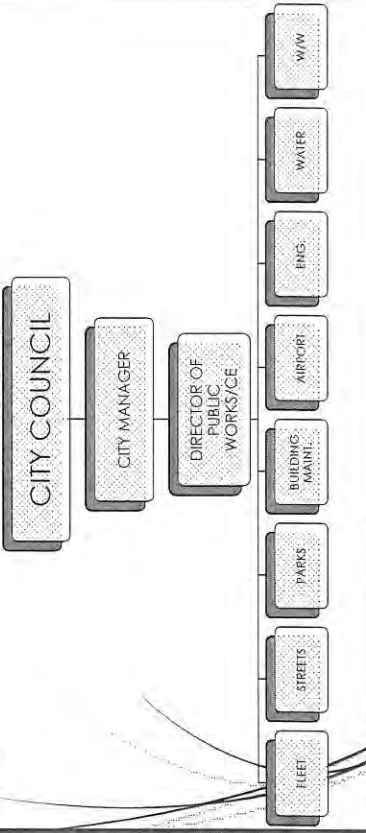
Conclusion

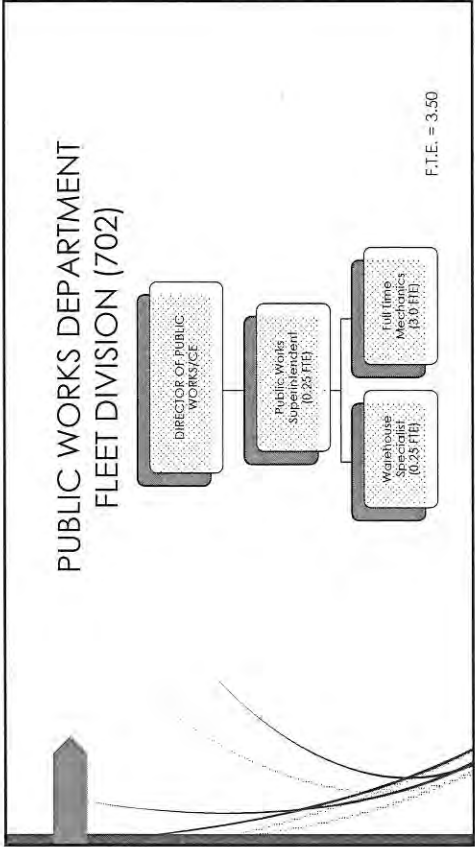
- ▶ General Fund Budget is Balanced
- ▶ No General Fund Reserve Money Used
- ▶ Revenues Increasing
- ▶ Very Low Debt Service

PUBLIC WORKS DEPARTMENT BUDGET PRESENTATION

MAY 24, 2016

PUBLIC WORKS DEPARTMENT DIVISIONS





PUBLIC WORKS DEPARTMENT
FLEET DIVISION (702)


- The Fleet Maintenance Division is responsible for the maintenance, including preventative maintenance, and repair of all City owned vehicles and equipment.
 - 125 Vehicles and Large Equipment
- Revenues
 - Internal Service Fund
 - Direct costs of maintaining and repairing vehicles and equipment are assessed to each division, including appropriate share of overhead costs.

PUBLIC WORKS DEPARTMENT
FLEET DIVISION

	FY 2015/2016 Adjusted Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Revenues	\$1,134,078	\$1,336,505	\$1,341,491
Expenditures			
Salary/Wages/FB	\$356,192	\$527,195	\$543,082
Contract Svcs	\$164,995	\$167,412	\$150,912
Department Supplies*	\$588,900	\$601,900	\$606,900
Misc.**	\$22,944	\$37,057	\$37,645
Expenditures	\$1,133,031	\$1,333,564	\$1,338,539
Gain/(Loss)	\$1,047	\$2,941	\$2,952
Fund Balance	\$636,693	\$639,634	\$642,586

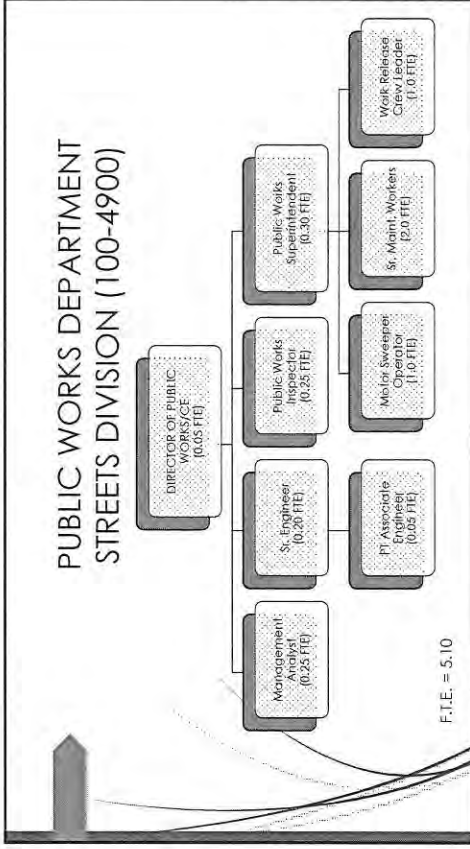
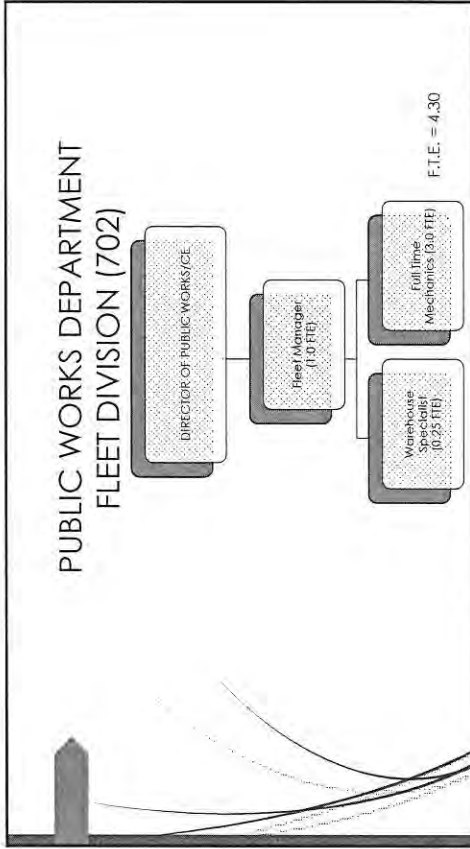
*Fuel \$450,000
**Misc. Expense: Licenses/permits fees, Interfund service payments, non-cap. assets

PUBLIC WORKS DEPARTMENT
FLEET DIVISION



■ Notables:

- Fleet Manager to be added to division.
- Addition of a new Street Sweeper to City's Fleet.
 - South Coast AQMD/MSRC grant funding was obtained in the amount of \$30,000.00 to contribute to the purchase.
- Planning for the development of a City wide Vehicle Replacement Policy, Program and Fund.



PUBLIC WORKS DEPARTMENT STREETS DIVISION (100-4900)

- The City of Banning owns approximately 125 miles of roadways.
- The Street Division is responsible for installation, maintenance and repairs of:
 - Street signs; pothole; tree trimming; right-of-way weed abatement, landscaping and cleaning; drainage ditch maintenance, inlet cleaning, street cleaning and street sweeping; sidewalk & curb/gutter repairs; pavement striping; and citizen issue resolution.
- Revenues:
 - Highway User Tax (aka: Motor Vehicle Fuel Tax, Gasoline Excise and Article XIX Revenues.
 - Grants
 - General Fund Transfers

PUBLIC WORKS DEPARTMENT STREETS DIVISION (100-4900)

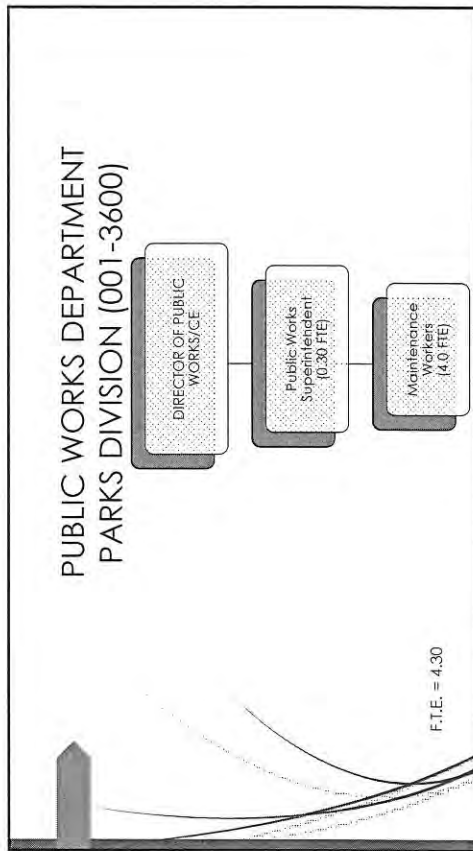
- Accomplishments:
 - Project No. 2016-01, "Street Striping at Various Locations"
 - ATP Cycle 2 award in the amount of \$1,082,000.00 for Bicycle and Safe Routes to School Improvements.
 - Approval of the Measure "A" Five Year Capital Improvement Plan Project List
 - El Nino Public Outreach
 - 15/16 Maintenance Summary:
 - Concrete Trip Hazards - Removed 123 trip hazards citywide.
 - Graffiti - Used 139.6 gallons of paint on 250 locations.
 - Signs- Repaired/Installed 78 street signs and post.
 - Storm Drains - Removed 261 cubic yards of trash and debris from storm drains and channels.
 - Trees Removed - Removed 35 dead trees.

PUBLIC WORKS DEPARTMENT STREET DIVISION				
PROJECT	FY 2016/2017 Adj. Budget	FY 2016/2017 Budget	FY 2017/2018 Budget	
Revenues	\$1,270,261	\$796,785	\$796,785	
Expenditures				
Salary/Wages/FB	\$468,370	\$520,842	\$529,620	
Contract Svcs	\$90,116	\$68,992	\$69,517	
Department Supplies	\$24,904	\$12,350	\$12,350	
Capital Expenses	\$404,230	\$0	\$0	
Misc.*	\$390,397	\$256,603	\$272,640	
Expenditures	\$1,378,017	\$858,787	\$884,127	
Gain/(Loss)	(\$107,756)	(\$62,002)	(87,342)	
Fund Balance	\$170,420	\$108,418	\$21,076	

*Misc. Expense: Licenses/permit fees, Interfund service payments, non-cap. assets

PUBLIC WORKS DEPARTMENT STREET DIVISION CAPITAL IMPROVEMENT PROJECTS				
PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget	
HSP Traffic Signal Improvement	\$404,230	\$0	\$0	

MEASURE A FUND CAPITAL IMPROVEMENT PROJECTS				
PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget	
Nicolet: Sims to 8th	\$120,000			
Ramsey: San Geronimo to 4th	\$300,000			
City Wide Slurry Seal	\$110,000			
Nicolet: McGovern to Sunset	\$45,000			
Nicolet: Sims to Sunset	\$310,000			
FIP: Ramsey:Hargrave to ECL	\$295,000			
Theodore: Alessandro to Almond Way		\$166,000		
8th: Lincoln to Westward		\$180,000		
Charles: Hargrave to 1037 E.		\$100,000		
Charles		\$100,000		
Wesley: Hargrave to 1401 E.		\$100,000		
Sun Lakes Blvd: Highland Hm Rd to Sunset (ED/PS&E)			\$1,325,385	
TOTAL	\$1,180,000	\$546,000	\$1,325,385	



PUBLIC WORKS DEPARTMENT PARKS DIVISION (001-3600)

- The Parks Division provides maintenance of all City Parks, City Hall landscaped areas, and downtown landscaped areas. Areas maintained by this division total approximately forty (40) acres.
- Duties performed include mowing, irrigation, repairs, weed control, graffiti removal, vandalism repair, and ball field maintenance.
- Revenues:
 - General Fund
 - Grants

PUBLIC WORKS DEPARTMENT PARKS DIVISION (001-3600)

- Accomplishments:
 - Project No. 2015-01, "ADA Upgrades at Lions Park"
 - Resurfacing of Reppiler Park Tennis Courts
 - Project No. 2016-02, "Community Center Generator Enclosure"
 - Design of Improvements at Roosevelt Williams Park (ongoing)
 - Beyond Program grant funding in the amount of \$39,300.00 was awarded for the Expansion of Lions Park or smaller scale park improvements at various locations.



PUBLIC WORKS DEPARTMENT PARKS DIVISION

	FY 2015/2016 Adj. Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Salary/Wages/FB	\$356,029	\$355,871	\$367,394
Contract Svcs	\$110,965	\$102,550	\$96,150
Department Supplies	\$3,420	\$3,420	\$3,420
Capital Expenses	\$0	\$110,000	\$0
Misc.*	\$1,275	\$613	\$617
Expenditures	\$471,689	\$572,454	\$467,581

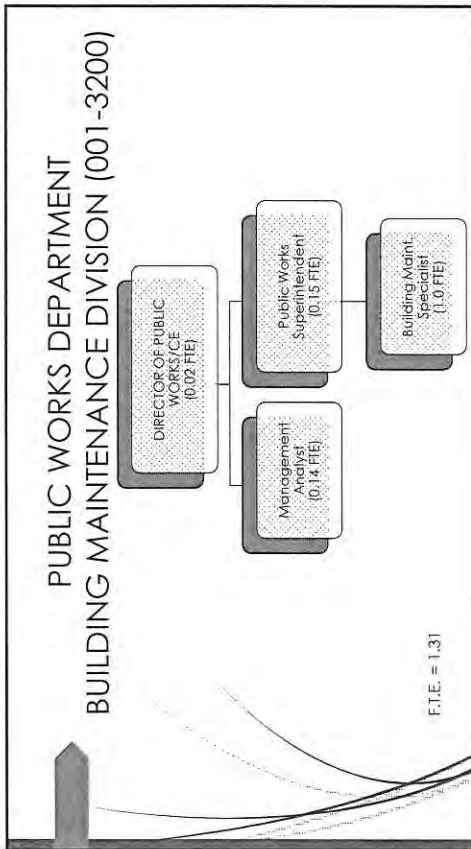
*Misc. Expense: Interfund service payments

PARKS DIVISION CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Reppiler Park Parking Lot Improvements	\$0	\$110,000	\$0

ONE TIME COSTS

Repairs	FY 2016/2017 Budget	FY 2017/2018 Budget
Repair to RS Park Playground Matting	\$5,000	
Flbar at Parks	\$15,000	
Tennis Court Lights		\$7,500
Sidewalk Repairs		\$7,500
Reppiler Park Trellis Repairs	\$7,500	
TOTAL	\$27,500	\$15,000



PUBLIC WORKS DEPARTMENT BUILDING MAINTENANCE DIVISION (001-3200)

- The Building Maintenance Division provides custodial and building repair services for approximately 95,000 square feet of building space.
- Maintained facilities include City Hall, Community Center, Senior Center, Aquatic Center, Fire Stations, Corporate Yard, Park Buildings and the Police Station.
- Majority of minor repairs are completed in-house by the Building Maintenance Specialist, while major repairs are completed by contractors.
- Revenues:
 - General Fund (Transfers by various Departments).

PUBLIC WORKS DEPARTMENT BUILDING MAINTENANCE DIVISION (001-3200)

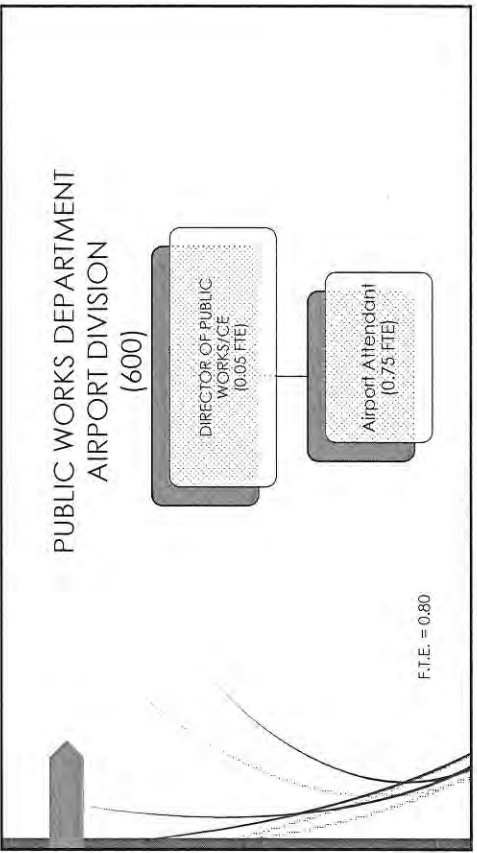
- Accomplishments:
 - Bid Janitorial Services for City Facilities.
 - Resulted in agreement with new company.
 - **Annual savings of \$10,000.00**
 - Replacement of Chiller #2 at the Banning Police Station.
 - Improvements to City Manager's conference room.
 - Replace Hot Water Heater at Police Department.
 - Replace of the 2.5 ton rooftop heat pump heating and cooling unit at the Community Center.
 - Began asset inventory.

PUBLIC WORKS DEPARTMENT BUILDING MAINT. DIVISION

	FY 2015/2016 Adj. Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Salary/Wages/FB	\$136,130	\$129,807	\$135,262
Contract Svcs	\$153,130	\$150,310	\$151,960
Department Supplies	\$15,500	\$15,750	\$16,000
Capital Expenses	\$56,018	\$0	\$0
Misc.*	\$4,167	\$6,412	\$6,438
Building Maint. Svcs	<-\$164,841>	<-\$173,908>	<-\$178,218>
Expenditures	\$200,104	\$128,371	\$131,442

*Misc. Expense: Interfund service payments

PUBLIC WORKS DEPARTMENT BUILDING MAINTENANCE DIVISION CAPITAL IMPROVEMENT PROJECTS			
PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Community Center Generator Enclosure	\$56,018	\$0	\$0



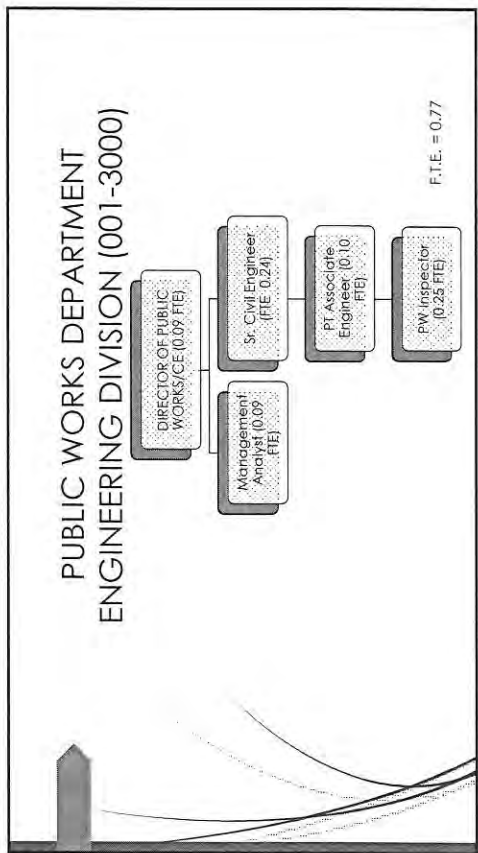
- PUBLIC WORKS DEPARTMENT
AIRPORT DIVISION
(600)
- The Banning Municipal Airport is an element of the national and local transportation system.
 - The Airport Fund reflects annual revenues, expenditures and proposed capital improvement projects.
 - Funded by:
 - Airport Revenue (hangar rents, fuel sales)
 - Federal Grants
 - State Grants and \$10,000 Annual Credit

- AIRPORT DIVISION
(600)
- Accomplishments:
 - Construction of Apron Marking, Signage and Obstruction Removals at Banning Municipal Airport.
 - Airport Improvement Grant from the Federal Aviation Administration for AIP Project No. 3-06-0018-014-2015, "Remove Obstructions, Install Airfield Guidance Signs", Grant funding award in the amount of \$127,170.00.
 - California Department of Transportation for an Airport Improvement Matching Grant in the amount of \$6,358.00.
 - Approval of the Banning Municipal Airport ACIP for 2017-2021
 - In compliance with new Industrial General Permit by the State Water Resources Control Board.
 - New Storm Water Pollution Prevention Plan (SWPPP) prepared and implemented.

PUBLIC WORKS DEPARTMENT AIRPORT DIVISION (600)			
	FY 2015/2016 Adj. Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Revenues*	\$300,450	\$138,750	\$178,950
Expenditures			
Salary/Wages/RS	\$17,549	\$33,481	\$34,351
Contract Svcs	\$21,645	\$21,505	\$21,505
Department Supplies (i.e. Fuel)	\$50,950	\$35,800	\$40,800
Capital Expenses	\$249,653	\$0	\$40,000
Misc.**	\$50,995	\$41,097	\$44,153
Expenditures	\$390,792	\$131,883	\$180,809
Gain/(Loss)	(\$90,342)	\$6,867	(\$1,859)
Fund Balance	\$86,492	\$93,359	\$91,500

*Hangar Rent increases for next 4 years (CPI)
**Misc. Expense: Licenses/permit fees, interfund service payments, non-cap. assets

PUBLIC WORKS DEPARTMENT AIRPORT DIVISION CAPITAL IMPROVEMENT PROJECTS			
PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Rehabilitate Runway 8-26 (PS&E)*	\$0	\$0	\$40,000



- PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION (001-3000)
- The Engineering Division is responsible for planning, design and contract administration of Street, Traffic, Drainage, Refuse Collection, NPDES and Airport related projects.
 - This Division provides necessary assistance to other city departments to accomplish their special projects on an as needed basis.
 - In addition, the Engineering Division coordinates and reviews private development projects and related construction in the public right-of-ways and ensures compliance with City Codes and standards.
 - Revenues:
 - General Fund
 - Plan Check and Permit/Inspection Fees.

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION (001-3000)

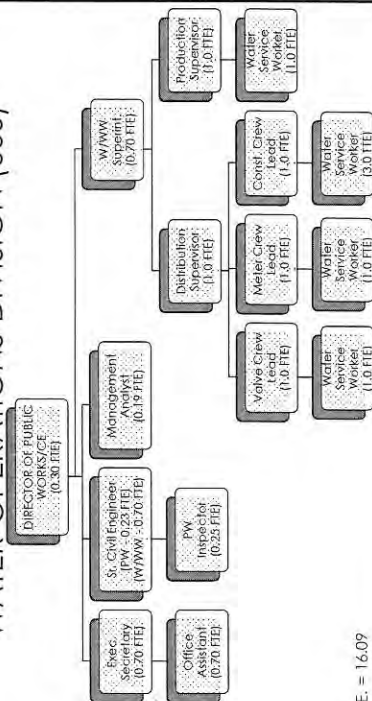
	FY 2015/2016 Adj. Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Revenues	\$78,170	\$57,783	\$75,283
Expenditures			
Salary/Wages/FB	\$110,736	\$116,386	\$120,838
Contract Svcs	\$78,402	\$115,950	\$97,450
Department Supplies (I.e. Fuel)	\$4,300	\$3,300	\$3,800
Misc.*	\$18,996	\$22,459	\$22,586
Expenditures	\$212,074	\$258,095	\$244,674
Gain/(Loss)	(\$133,904)	(\$200,312)	(\$169,391)

*Misc. Expense: Interfund service payments.

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION (001-3000) One Time Expenditures

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Speed Survey (Every 5 Years)		\$30,000	

PUBLIC WORKS DEPARTMENT WATER OPERATIONS DIVISION (660)



F.T.E. = 16.09

PUBLIC WORKS DEPARTMENT WATER OPERATIONS DIVISION (660)

- The Water Division is responsible for providing domestic water to residences, businesses and industries within the City.
- The Division is also responsible for providing adequate flows for the City's fire protection system.
- The City's main source of water supply is water wells in the City's water canyon along with wells scattered throughout other parts of the City.

Revenue:

- Metered Sales
- Turn On Charges
- Delinquent Reconnect Fee
- Backflow Charges

PUBLIC WORKS DEPARTMENT WATER OPERATIONS DIVISION (660)

- Accomplishments:
 - Chromium-6 Treatment and Compliance Study
 - 2015 Urban Water Management Plan
 - Project No. 2015-01W, "Water Main Improvement" on Hargrave Street
 - Project No. 2016-01W, "Repairs to Wells and Booster Pump"
 - Production
 - 1,107 Water Samples Pulled/Submitted

PUBLIC WORKS DEPARTMENT WATER OPERATIONS DIVISION (660)

- Accomplishments:
 - Distribution
 - Water Leaks Repaired = 82
 - Meter Exchanges = 255
 - Fire Hydrants Installed = 8
 - Completed Work Orders = 781
 - Underground Services Alerts = 595

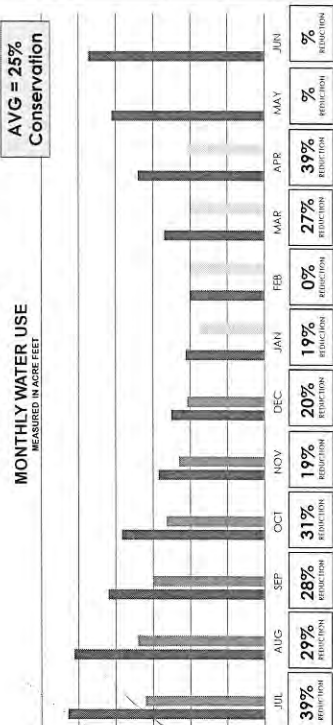
WATER OPERATIONS DIVISION (660)

	FY 2018/2016 Adjusted Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Revenues*	\$8,017,650	\$8,043,400	\$8,644,850
Expenditures			
Salary/Wages/FB	\$1,693,640	\$1,736,909	\$1,785,309
Contract Svcs	\$2,016,149	\$1,929,540	\$1,975,290
Water Purchases	\$647,781	\$500,000	\$575,000
Department Supplies	\$35,637	\$35,537	\$35,537
Programs	\$205,924	\$207,000	\$207,000
Special Utility Costs	\$453,488	\$470,523	\$846,500
Capital Expenditures	\$1,375,233	\$610,000	\$1,482,500
Misc.**	\$3,842,885	\$3,234,149	\$3,442,012
Expenditures	\$10,270,737	\$8,723,658	\$10,449,148
Gain/(Loss)	(\$2,253,087)	(\$680,258)	(\$1,804,298)
Fund Balance	\$7,582,969	\$8,902,711	\$7,198,413

* Revenue in 14/15 = \$9,741,295

**Misc. Expense: Licenses/permittes, Interfund service payments, non-cap. Assets, debt and lease service payments.

PUBLIC WORKS DEPARTMENT WATER OPERATIONS DIVISION (660) CONSERVATION



PUBLIC WORKS DEPARTMENT WATER OPERATIONS DIVISION (660)

- Notables:
 - Integrated Regional Water Management (IRWM) Plan
 - Currently working with surrounding water agencies to determine interest.
 - A IRWM Plan is required for several available funding sources.
 - Chromium 6
 - Treatment study completed.
 - Next Step: Financing Plan
 - Grants
 - Loans
 - Rate Adjustments

WATER OPERATIONS DIVISION (660) CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
City Facility Programming Assessment		\$20,000	
Security Cameras at Water Yard (PS&E)			\$7,500
Security Cameras at Water Yard (Const)			\$25,000
2016-01W: Repairs at Various Wells and Booster (Const)	\$201,250		
Well Enclosures		\$80,000	
Well Rehabilitation			\$150,000
Replace SCADA Comp	\$74,292	\$250,000	
Hardware/Software	\$125,000		
Dump Truck		\$50,000	
Work Truck		\$400,000	
SUB TOTAL	\$400,542		\$140,000

WATER OPERATIONS DIVISION (660) CAPITAL IMPROVEMENT PROJECTS (CONT.)

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Water Line Replacement at 3 Locations (PS&E)	\$53,269		
Water Line Replacement Location #1 Hargrave (Const)	\$562,093		
Water Line Replacement: Jacinto View/Chevy (PS&E)		\$30,000	
Water Line Replacement: Jacinto View/Chevy (Const)		\$180,000	\$550,000
Chromium 6 Treatment: Pilot Study			\$750,000
Chromium 6 Treatment (ED/PS&E)		\$210,000	\$1,300,000
SUB TOTAL	\$615,362	\$210,000	\$1,300,000
TOTAL	\$1,015,904	\$610,000	\$1,482,500

WATER OPERATIONS DIVISION (660) ONE TIME COSTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Cleaning reservoirs		\$50,000	
Street repairs due to leaks		\$100,000	
AMI Meter Purchase/Installation			\$420,000
TOTAL	\$0	\$150,000	\$420,000

PUBLIC WORKS DEPARTMENT
WATER CAPITAL FACILITY FUND (661)
CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Water Master Plan Update			\$75,000
Pilot Well in Cabazon SU		\$750,000	
Equip Well in Cabazon SU			\$750,000
Water Yard Building	\$600,000		
Allitude Valves			\$200,000
Sunset Grade Sep. Water Main	\$400,000		
San G to Mountain East Boffleneck (Design)			\$100,000
Water Main on Sunset: Lincoln to Westward	\$325,000		
TOTAL	\$1,325,000	\$750,000	\$1,125,000

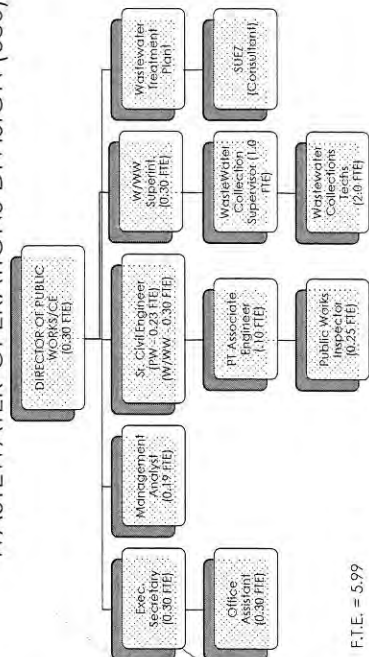
PUBLIC WORKS DEPARTMENT
IRRIGATION WATER FUND (662)
CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Recycled Water Master Plan Update			\$75,000
Sunset Grade Sep RW Main	\$400,000		
TOTAL	\$400,000		\$75,000

PUBLIC WORKS DEPARTMENT
BUA WATER CAPITAL FUND (663)
CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Flume Consultant Costs	\$332,254	\$300,000	\$300,000
Water Canyon Pipe Rep Design	\$0	\$250,000	\$0
TOTAL	\$332,254	\$550,000	\$300,000

PUBLIC WORKS DEPARTMENT
WASTEWATER OPERATIONS DIVISION (680)



PUBLIC WORKS DEPARTMENT WASTEWATER OPERATIONS DIVISION (680)

- The Wastewater Division collects and treats wastewater from the city's residential, commercial and industrial facilities.
- The division is responsible for the repair and maintenance of the wastewater collection infrastructure (sewer mains and manholes).
- Additionally, the division is responsible for responding to sewer system overflows (SSOs).
- Wastewater treatment is handled at the City's wastewater treatment facility, which is operated by Suez Water Environmental Services Inc., on a contract basis and is responsible for making sure that the discharged treated wastewater meets the City's Waste Discharge Requirement (WDR) permit issued by the Regional Water Quality Resources Control Board.
- Revenues:
 - User Fees

PUBLIC WORKS DEPARTMENT WASTEWATER OPERATIONS DIVISION (680)

- Accomplishments:
 - Project No. 2015-01WW, "Mechanical Repairs to Primary Clarifier"
 - Treatment Plant:
 - Treated an average of 1.97 Million Gallons per Day
 - Work Orders Completed: 374
 - Laboratory tests completed: 5,233.
 - Collections:
 - Cleaned 43.7 miles of sewer mains
 - Responded to 3 emergency callouts
 - Repaired 1 sewer subsidence

PUBLIC WORKS DEPARTMENT - WASTEWATER OPERATIONS DIVISION (680)

	FY 2015/2016 Adjusted Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Revenues	\$3,202,104	\$3,202,104	\$3,222,104
Expenditures			
Salary/Wages/FB	\$679,454	\$663,605	\$684,082
Contract Svcs	\$1,206,745	\$953,800	\$972,560
Department Supplies	\$36,150	\$33,650	\$33,650
Capital Expenditures	\$114,712	\$350,000	\$25,000
Misc.*	\$1,398,450	\$1,417,760	\$1,424,503
Expenditures	\$3,435,511	\$3,418,815	\$3,139,795
Gain/(Loss)	(\$233,407)	(\$216,711)	\$82,309
Fund Balance	\$1,417,889	\$1,201,178	\$1,283,487

*Misc. Expense: Interfund service payments, special programs and non-cap. Assets.

PUBLIC WORKS DEPARTMENT WASTEWATER OPERATIONS DIVISION (680) CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
City Facility Programming Assessment		\$10,000	
Digester Dome Repairs (PS&E)		\$40,000	
Digester Cleaning/Dome Repairs (Const)	\$30,000	\$125,000	
WWTP Fencing		\$75,000	
Service Truck	\$40,000		
PVC Digester Gas Piping			\$25,000
Replace Trickling Filter Valves	\$45,000	\$100,000	
Portable Camera System (CTV)		\$350,000	\$25,000
TOTAL	\$115,000	\$350,000	\$25,000

PUBLIC WORKS DEPARTMENT
WASTEWATER CAPITAL FACILITIES FUND (681)
CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Sewer Master Plan Update			\$75,000
Sunset Grade Sep Sewer Main	\$400,000		
Annual Sewer Line Repl Design		\$50,000	\$250,000
Annual Sewer Line Replacement			
Replacement of 30" Trunk to WWTP w/ DIP (Design)		\$75,000	
Replacement of 30" Trunk to WWTP w/ DIP (Const)			\$500,000
SCADA (Lift Stations)	\$125,000		
TOTAL	\$525,000	\$125,000	\$825,000

PUBLIC WORKS DEPARTMENT
BUA WASTEWATER CAPITAL FACILITIES FUND (683)
CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
WWTP Expansion (D)	\$228,118	\$250,000	\$1,500,000
Phase I Irig	\$7,634		
TOTAL	\$235,752	\$250,000	\$1,500,000

PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS
OTHER FUNDS

PUBLIC WORKS DEPARTMENT
LANDSCAPE MAINTENANCE (111)
CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
LMD Improvements (PS&E)	\$0	\$50,000	\$0
LMD Improvements (Construction)	\$0	\$125,000	\$0
TOTAL	\$0	\$150,000	\$0

PUBLIC WORKS DEPARTMENT
GENERAL FACILITIES FUND (430)
CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
City Facility Programming Assessment	\$0	\$15,000	\$0
HVAC Controls/Computer	\$60,000	\$0	\$0
City Monument Signs (Design/Construction)	\$0	\$50,000	\$0
TOTAL	\$60,000	\$65,000	\$0

PUBLIC WORKS DEPARTMENT
SUNSET GRADE SEPARATION FUND (441)
CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Sunset Grade Separation (RCTC Amendment)	\$0	\$229,189	\$0

PUBLIC WORKS DEPARTMENT
PARK DEVELOPMENT FUND (451)
CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
Lions Park Expansion (ED/PS&E)	\$0	\$27,500	\$0
Lions Park Expansion (ED/PS&E) - BEYOND FUNDING	\$0	\$39,300	\$0
Lions Park Expansion (CONST)	\$0	\$0	\$130,000
TOTAL	\$0	\$66,800	\$130,000

PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT FUND (470)
CAPITAL IMPROVEMENT PROJECTS

PROJECT	FY 2015/2016 Budget	FY 2016/2017 Budget	FY 2017/2018 Budget
City Hall HVAC	\$120,000	\$0	\$0

Accomplishments

- Completed installation of a Public Charging Station for electric vehicles
- Completed Downtown UG & Decorative Streetlight project
- Near completion of new Warehouse
- Completed over 500 customer requests for electric service maintenance
- Continued LED streetlight replacement – over 1,500 have been completed

Accomplishments (cont.)

- Performed Cost of Service Analysis and Electric Rate Design
- Initiated the RFP Process for the installation of a Smart Grid System
- Concluded all contractual provisions to divest of the San Juan coal plant
- Actively promoted the Business Energy Efficiency Funds (BEEF) program, which resulted in 44 commercial customers receiving \$56,760 in incentives and seeing significant savings on their electric bills

Capital Projects – (Fund 673)

City Hall & Utility Admin Building Redesign (FY17)	\$530,000
Corp Yard EV Chrg Station (FY17)	\$150,000
Sunset Grade Sep – Poles (FY16)	\$467,858
Smart Grid Project (FY17-18)	\$2,750,000
Rebuild Upper Hydro Unit (FY17)	\$300,000
UG Elec @ Barbour St (FY16)	\$226,149
TOTAL:	\$4,424,007
Electric Improvement Fund Balance:	\$243,611

Capital Projects – (Fund 674)

New Corp Yard Warehouse (FY16)	\$3,699,178
Alola Substation Conversion (FY16)	\$2,850,000
Airport Sub Conversion (FY16)	\$1,600,000
Sunset Sub Distribution Circuit Extension (FY17-18)	\$2,100,000
Midway Substation Upgrade (FY17)	\$500,000
TOTAL:	\$10,749,178
Electric Bond Fund Balance:	\$4,804

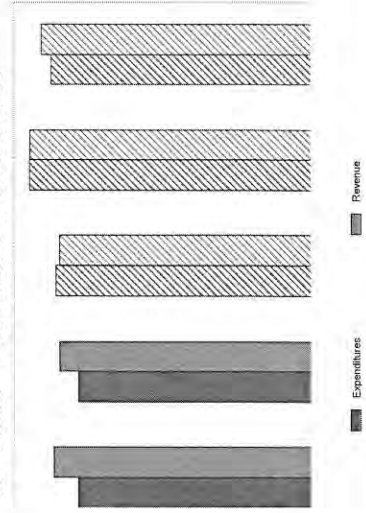
Smart Grid Project

- Completed in two phases
 - Phase One: Install Smart Meters Citywide, which provides limited automation of Field Service functions, and allows for the use of Demand Charges to eliminate Class subsidies
 - Phase Two: Implement AMI infrastructure throughout the City, allowing for complete automation of Field Service functions and significantly improving Utility Billing operations
- Phase One will be completed in FY17
- Phase Two will be completed in FY18

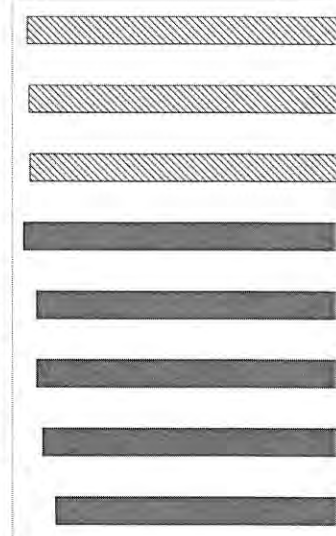
Electric Utility Revenue & Expense Totals

	FY16 (est actual)	FY17 (budgeted)	FY18 (budgeted)
Revenues	\$29,623,000	\$33,123,000 <small>(Increase due to revenue from excess San Juan energy, which will be sold into the wholesale market)</small>	\$31,773,000 <small>(Increase due to revenue from excess San Juan energy, which will be sold into the wholesale market)</small>
Expenditures	\$30,125,526	\$33,224,439 <small>(Increase due to renewable energy to replace San Juan - one year overlap)</small>	\$30,655,038
Fund Balance	\$12,571,588	\$12,470,149	\$13,588,111

Expenditures vs. Revenues 5-Year Actual / Forecast



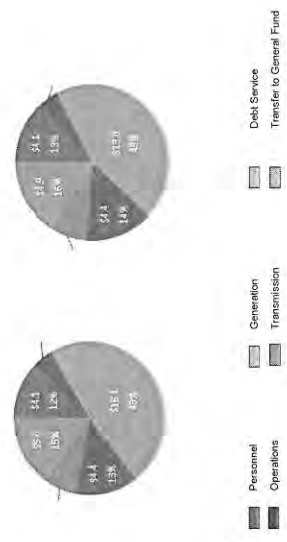
Retail Electric Sales (MWh) 8-Year Actual / Forecast



Electric Utility Expense Distribution

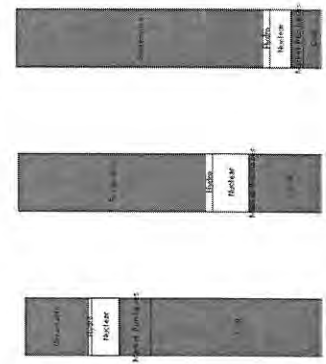
	FY16 (est actual)	FY17 (budgeted)	FY18 (budgeted)
Personnel	\$3,925,943	\$4,079,340	\$4,137,729
Operations	\$2,051,241	\$1,473,888	\$1,225,850
Generation	\$13,934,000	\$16,088,020	\$13,811,500
Transmission	\$3,252,000	\$4,442,000	\$4,440,000
Debt Service	\$2,666,258	\$2,422,594	\$2,421,390
Transfers to GF	\$4,599,676	\$4,967,878	\$4,906,467

Electric Utility Expense Distribution %



Electric Utility Resource Mix

Renewable Resources projected to increase from 21% to 79%



Public Benefit Programs

2.85% of all energy sales are used to fund these programs

- Energy Star product rebates
- Rebates on high efficiency air conditioners
- Refrigerator Recycling program
- New Construction Energy Conservation Rebates
- Business Energy Efficiency Funds Program
- Shade Tree program
- Weatherization Incentives
- Low Income Assistance



Public Benefit Revenue & Expense Totals

	FY16 (est actual)	FY17 (budgeted)	FY18 (budgeted)
Revenues	\$791,375	\$784,250	\$784,250
Expenditures	\$791,992	\$797,765	\$802,718

Regulatory Issues - Electric

- **SB350** – Increased Renewable Energy mandate to 50% by 2030, and required existing buildings to improve energy efficiency by 50%
- **CAISO** – Pushing to regionalize the Western Markets, which could cause transmission costs to increase significantly
- **CPUC** – Net Energy Metering (NEM). Voted to leave current NEM program largely the same for IOU customers until 2019, which continues the subsidies between non-solar and solar, and puts pressure on POU's to keep the subsidy in place

Questions
or
Comments?

THE BANNING POLICE DEPARTMENT: FY 2016-2018



The Banning Police Department is a full service law enforcement agency, providing police services twenty-four hours a day, seven days a week. The goal of our department is to meet the highest ethical and professional standards, and prides itself on the quality of law enforcement services provided to the citizens of Banning. The Banning Police Department continues to strengthen its relationship with the community by establishing a partnership of law enforcement, citizens, community agencies, civic leaders, and public information services. The programs outlined in this report stand out as valuable resources toward implementing the changes we envision for our future. No police department can solve crime or quality of life issues alone. Effective police community interactions, communication, and engagement are critical components to our success.

POLICE

Police Officers comprise the largest number of sworn officers in the Department. The Police Officer rank is divided into four advancement ranks: Police Officer, Corporal, Sergeant and Lieutenant. A Police Officer may be assigned to a patrol car, a motor traffic bureau or a specialized unit such as the Gang Task Force or the Investigations Bureau. A Police Officer assigned to a patrol unit performs basic duties such as: Responding to the scene of a crime or an accident, Interviewing suspects, witnesses, writing crime reports, responding to radio calls, monitoring any suspicious activity of ongoing crimes, coordinating vehicular traffic, visiting open businesses such as banks, markets, department stores, service stations, and other types to establish a rapport with owners. The Police Department is currently budgeted for thirty (30) police officer positions.

DISPATCH

The Dispatch Center at the Banning Police Department is staffed 24 hours a day. It is the responsibility of the police dispatcher to accurately and as quickly as possible, identify the nature of a call and assist in solving the problem. The dispatcher is the critical link between the citizen and the police officer, as they are responsible for screening calls and transferring that information to the police officer. Because each incoming call may vary from a request for general information to a report of a life threatening incident, the dispatcher must ask specific questions (or control the conversation) to accurately prioritize the call and assign it to a police officer. The faster this information is obtained often determines how quickly an officer is able to respond. During the reorganization period we fully staffed our dispatch center. Our Dispatch Center is currently budgeted for nine (9) positions.

CODE ENFORCEMENT

The goal of Code Enforcement Division is to improve the quality of life in the City of Banning through strategic application of civil code regulation; permitting, inspection, enforcement, and abatement practices; and local government oversight of property use/safety and maintenance, business, event, professional, and construction industries. The City of Banning has a comprehensive code enforcement program, which helps to protect property owner investment, promote general health and welfare; enhance the quality of life and overall appearance of the city. The Code Enforcement Division is currently staffed by two Code Enforcement Officers.

RECORDS BUREAU

Records personnel perform a variety of specialized clerical and technical duties involved in processing various police records and reports; receive, enter, and research data in a records management system; identify and maintain crime activity and known offender information and statistics; and, perform a variety of related duties involved in the maintenance of highly confidential records. Other duties assigned to our Records personnel include Live Scan fingerprint services as well as disseminating reports to our citizens. During the reorganization phase we fully staffed our Record's Bureau, allowing us to open our lobby to the public, Monday through Thursday from 8:00 am to 5:00 pm, Fridays from 8:00 to 12:00 pm; our Records Bureau is currently staffed by three non-sworn personnel.

PROPERTY/EVIDENCE

The Property/Evidence program is one of the most essential programs within the department. The handling of evidence is of paramount importance to the mission of the Police Department. Our Evidence Room is currently staffed by one non-sworn personnel. This staff member has received specific training focusing on procedures dealing with the storage and disposal of property/evidence. Future goals for our property/evidence room include partnerships with accredited schools to implement a training/internship program.

MAJOR ACCOMPLISHMENTS FY 2015-2016

- We added three additional Police Officer positions (30 total) in part as a recommendation by the Riverside County Grand Jury, based on new laws (AB 109 and Prop 47) voted into effect by California residents.
- We added one full-time Executive Assistant position. This position serves as the primary point of contact for the Chief's office and is in frequent contact with public officials, representatives from various agencies, executives, managers, employees, and members of the community.
- We took over management of the Code Enforcement program as well as the Weed Abatement program and merged both programs allowing for a more streamlined process. We purchased software and hardware that will allow our team to work from the field; to be a more proactive force. We added an additional Code Enforcement position bringing the team to two (2), currently supervised by the Administrative Sergeant.
- Added an additional Public Safety Dispatcher position (9 total).

MAJOR ACCOMPLISHMENTS FY 2015-2016 (Cont'd.)

- We added additional full-time Records personnel to allow for increased business hours at the front lobby and to handle the increase in report/document handling and distribution. We are currently staffed at three (3) full-time positions allowing us to maintain our front lobby hours open Monday through Friday.
- Transitioned to the PSEC Radio Communications System, allowing for a streamlined communication partnership with other participating agencies.
- Text-to-911 is the ability to send a text message to reach 911 emergency call takers from your mobile phone or device. We were the first agency in Riverside County to implement this program which provides our citizens the ability to communicate with our dispatch center during incidents that call for this type of technology. We are fully implemented and operational.

MAJOR ACCOMPLISHMENTS FY 2015-2016 (Cont'd.)

- The Department participated in numerous community awareness meetings throughout the year. We increased advertisement of ongoing programs (Neighborhood Safety, Disaster Preparedness, BPAL, Fraud Awareness presentations and dissemination of crime statistics through the police website and the Crime Reports web portal). We advertised and increased participation in the Ride Along Program allowing our citizens an opportunity to see firsthand what our officers deal with while on patrol, and giving our citizens a better understanding of the City demographics.
- Reviewed and provided recommendations to council on matters related to sex registrants and state law mandates.
- Developed and maintained working and professional relationships with local and regional media services (Los Angeles, Coachella Valley and local).

MAJOR ACCOMPLISHMENTS FY 2015-2016 (Cont'd.)

- Created/promoted partnerships with Banning Unified School District City of Banning Parks Recreation and faith based organizations to sponsor events geared at healthier living for our citizens.
- Created a regional program which addresses homeless/transient social problems (currently working with Redlands PD San Bernardino County Sheriff Riverside County Sheriff CHP Beaumont PD and Morongo Reservation Patrol).
- Encouraged the use of the Self Reporting software available on the Banning Police Department website allowing our citizens to self-report no suspect cases online
- Created 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.

GOALS AND OBJECTIVES FY 2017-2018

- Complete the Departments 3 year strategic plan.
- Provide our council a comprehensive report outlining best practices, solutions, and alternatives to Animal Control.
- Research, develop, and recommend alternative funding sources for future police needs.
- Create 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 an officer to a regional MET team (Multiple Enforcement Team) and the re-inception of our motorized Traffic Bureau 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. We will review and implement a more robust promotional process for future promotional positions.

GOALS AND OBJECTIVES FY 2017-2018 (Cont'd.)

- Expand training opportunities beyond the scope of duties for all sworn and non-sworn personnel. This objective will be met by partnering with local and regional accredited schools (California Baptist University of Redlands California Coast University etc.) The goal will be to partner with a school willing to offer classes at the Police Department's Community Room.
- 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.
- Reduce the number of traffic collisions throughout the City through education and enforcement and reimplementation of our motorized Traffic Bureau.

GOALS AND OBJECTIVES FY 2017-2018 (Cont'd.)

- Increase networking with outside agencies and the community by participating in regional task force projects (MET team), homeless/transient focus groups and continued participation in the Gang Task Force.
- Reduce Uniform Crime Report crime rate by 5% by focusing on crime prevention.
- Fund a K9 Program through donations.
- Apply for COPS grant for additional officers to provide additional support to the School Resource Officer.
- Re-incept the Banning Police Explorer Program.

Fire Department Functions



CAL FIRE/Riverside County Fire Department
Tim Chavez, Battalion Chief

Fire Department Functions

- Fire Suppression
- Medical Emergencies
- Fire Marshal/Fire Prevention/Education/Enforcement
- Hazardous Materials
- Complex Incident Management
- Support Services

Fire Department Functions

Incidents Reported for Year 2015 and Running CTR



Fire Suppression	8	12.2%
Medical Emergencies	13	19.4%
Fire Marshal/Fire Prevention/Education/Enforcement	7	10.6%
Hazardous Materials	1	1.5%
Complex Incident Management	5	7.4%
Support Services	2	3.0%
Other	17	25.5%
Total	66	100.0%

Fire Department Functions

- Hazardous Materials Responses



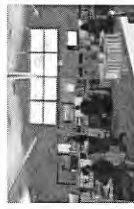
Fire Department Functions

- Complex Incident Management



Fire Department Functions

- Support Functions
 - Service Center/Warehouse
 - Emergency Medical Services
 - Command Center
 - Fleet support
 - Administrative support services
 - Training
 - Health and Safety
 - Communications/IT support
 - Facility Maintenance/Strategic Planning



CITY OF BANNING BUDGET PRESENTATION

Community Services Department



RECREATION DIVISION



RECREATION DIVISION PURPOSE

- Responsible for providing a wide variety of programs including youth and adult sports, instructional classes, and special events.
- Processes park facility reservations, including Dysart Park, Special Event permit applications, and rental of facilities at the Community Center and the Senior Center
- Collaborates with and supports local groups and organizations that provide recreational activities in our community.

RECREATION DIVISION STAFF

- Personnel:
- .50 Community Services Director (full-time with fund split)
 - .30 Executive Secretary (full-time with fund split)
 - .50 Program Coordinator (full-time with fund split)
 - .40 Receptionist (full-time with fund split)
 - .25 Community Center Caretaker (full-time with fund split)
 - .45 Sports Specialist (part-time)
 - .45 Sr. Recreation Leader (part-time)
 - 6.0 Full Time Equivalent Recreation Leaders
- 28 volunteers working a total of over 1,000 hours annually

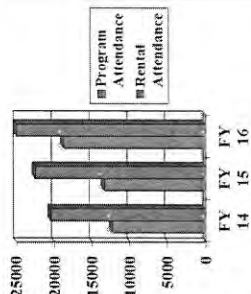
RECREATION DIVISION GOALS

In addition to the current services and programs provided by the division:

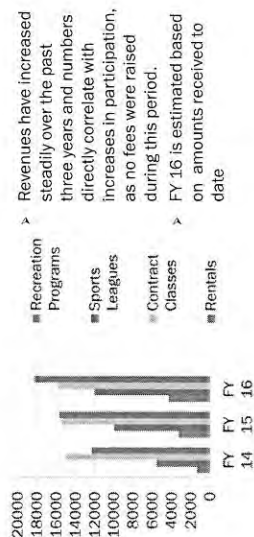
- Identify a satellite facility to offer classes and programs in the western area of the City.
- Expand offerings of recreation programs, leisure classes and sports leagues in response to the changing needs of our community.
- Continue to work with local groups and organizations to produce, promote, and provide quality events and activities that are of benefit to our citizens.
- Develop new programs that are relevant to the teenage population in our city

PROGRAM PARTICIPATION

- Recreation program attendance has increased by just over 50% in a three year period.
- Facility rental attendance increased by just over 20% during the same three year period.

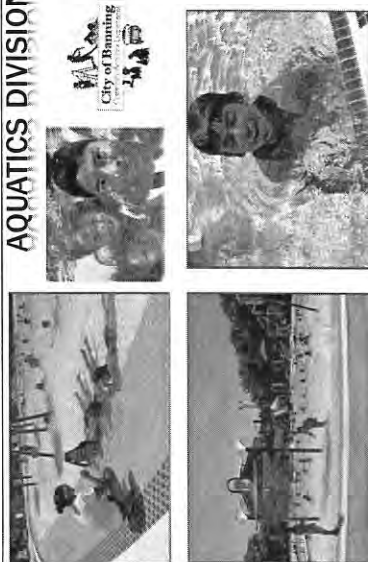


REVENUE



- Recreation Programs
 - Sports Leagues
 - Contract Classes
 - Rentals
- Revenues have increased steadily over the past three years and numbers directly correlate with increases in participation, as no fees were raised during this period.
- FY 16 is estimated based on amounts received to date

AQUATICS DIVISION



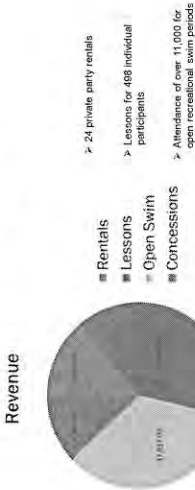
- Maintains the Repplier Park Aquatic Center to standards for the County Health Department standards and Cal/OSHA Division of Occupational Safety and Health standards for permanent amusement rides. Cal/OSHA certification is necessary for the water slides at the facility.
- Ensures that stringent safety standards are followed at the Aquatic Center, allowing a safe and hazard free environment for patrons.
- Provides water exercise and learn-to-swim classes, aquatic special events, open swim times, and private party rentals.

AQUATICS DIVISION STAFF

- > Personnel:
- .20 Full Time Equivalent Pool Manager
 - .20 Full Time Equivalent Assistant Pool Manager
 - 1.02 Full Time Equivalent Lifeguards
 - .49 Full Time Equivalent Cashiers
 - .25 Community Center Caretaker (full time with fund split)

PROGRAM PARTICIPATION & REVENUE

During 10-week season:



SENIOR SERVICES DIVISION



SENIOR SERVICES DIVISION PURPOSE

- > To offer a comprehensive program of recreational and leisure activities and senior services to the senior citizens of Banning.
- > Continual collaboration with businesses, organizations, churches, community groups, and senior service providers to provide programs and services that offer a high return on the tax dollars spent.
- > To provide a congregate lunch meal service and a "Meals-on-Wheels" program. These programs contribute greatly to the health and wellbeing of those who utilize the services.

SENIOR SERVICES DIVISION

- > Personnel:
 - .50 Program Coordinator (full-time with fund split)
 - .25 Community Center Caretaker (full-time with fund split)
 - .45 Recreation Leader (part-time)
- 76 volunteers working a total of over 8,500 hours annually

SENIOR SERVICES DIVISION GOALS

- In addition to the services and programs provided by the division:
- > Develop a five-year strategic plan specifically for the Senior Services Department.
- > Continue to grow programs and activities that are relevant to the senior population in our community.
- > Enhance Social Service programs that are offered at our Community Center by collaborating with outside agencies.

PROGRAM PARTICIPATION

- > Attendance of over 9,000 for Recreational Activities & Classes
- > Attendance for Social Service Assistance & Programs over 11,000.
- > Nearly 9,000 congregate meals served through the Family Services Association food program at our Senior Nutrition Site.
- > Over 500 bags of food, made available by residents of Sun Lakes, distributed to Seniors in Banning through the "Fill the Cupboard" program.

TRANSIT DIVISION



TRANSIT DIVISION PURPOSE

- The Fixed Transit Route Division operates three fixed-route bus services. Two routes serve the City of Banning and one provides service between Banning and Cabazon.
- The system provides safe, efficient, and economical service to the citizens of Banning.
- The Dial-A-Ride Division provides curb-to-curb transit services to elderly and disabled citizens residing within the City of Banning.
- The Dial-A-Ride service helps to maintain the independence of Banning's senior citizens and persons with disabilities by providing transportation to medical appointments, grocery stores, pharmacies, senior center meal programs, and other "basic necessities" trips. For many senior citizens and persons with disabilities these trips would not be possible without the Dial-A-Ride service.

TRANSIT DIVISION STAFF

➤ Personnel:

.50	Community Services Director (full-time with fund split)
1.0	Management Analyst (unfilled)
1.0	Field Supervisor
.70	Executive Secretary (full-time with fund split)
.60	Receptionist
7.0	Full-time Fixed Route Bus Drivers
2.28	Full-time Equivalent Bus Drivers
1.29	Full-time Equivalent Dial-A-Ride Drivers

TRANSIT DIVISION GOALS

- Develop marketing plan for the Pass Transit System.
- Research the use of an automated enunciator system for ADA compliance on the transit coaches.
- Provide expanded training to improve transit division employees' customer relations skills.
- Review services offered and reevaluate the efficiency and needs of the transit system to address the issue of cost outpacing funding.

PERFORMANCE

Routes are continually monitored to analyzed to assure that the service being provided is operated as efficiently as possible.

Statistics based on 2016 3rd Quarter Actuals:

Unlinked Passenger Trips	134,637
Farebox Recovery Ratio	13.22%
Passenger per Revenue Hour	8.6
Passengers per Revenue Mile	.24

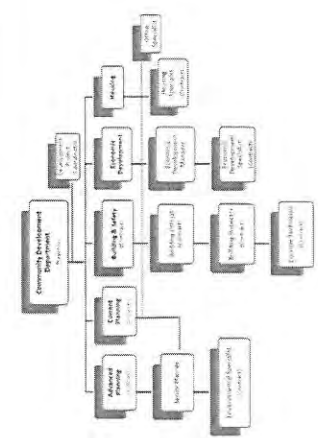
THANK YOU

City of Banning
Community Development Department



Budget Fiscal Years 2016-2017 and 2017-2018

COMMUNITY DEVELOPMENT - ORGANIZATION



General Fund
Expenditures offset
by permit revenues

Community Development Department			
	Planning & Development	Building & Safety	Engineering
FY 2016-2017			
Expenditures			
Major Projects	244,123	123,456	112,345
Minor Projects	110,123	66,543	55,432
Construction	210,000	135,000	85,000
Total	564,246	325,000	252,777
Expenditures	564,246	325,000	252,777
Major Projects	244,123	123,456	112,345
Minor Projects	110,123	66,543	55,432
Construction	210,000	135,000	85,000
Total	564,246	325,000	252,777
FY 2017-2018			
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Construction	210,000	135,000	85,000
Total	564,246	325,000	252,777

Plan for Reserving Funds for Long-term Programs			
Year	Comprehensive Capital Budget (CCB)	Reserve Budget (RB)	Reserve Fund
1	\$10,000,000	\$10,000,000	\$10,000,000
2	\$10,000,000	\$10,000,000	\$10,000,000
3	\$10,000,000	\$10,000,000	\$10,000,000
4	\$10,000,000	\$10,000,000	\$10,000,000
5	\$10,000,000	\$10,000,000	\$10,000,000
Total	\$50,000,000	\$50,000,000	\$50,000,000

PLANNING

Notes

Building & Safety Services Estimated Revenue Budget

Weighted Average Annual Revenue (WARR)	FY12	FY13
Construction	14,111.38	12,754
City share	24,612.07	65,528
WARR (total annual revenue share)	100,000.00	200,000.00

BUILDING & SAFETY

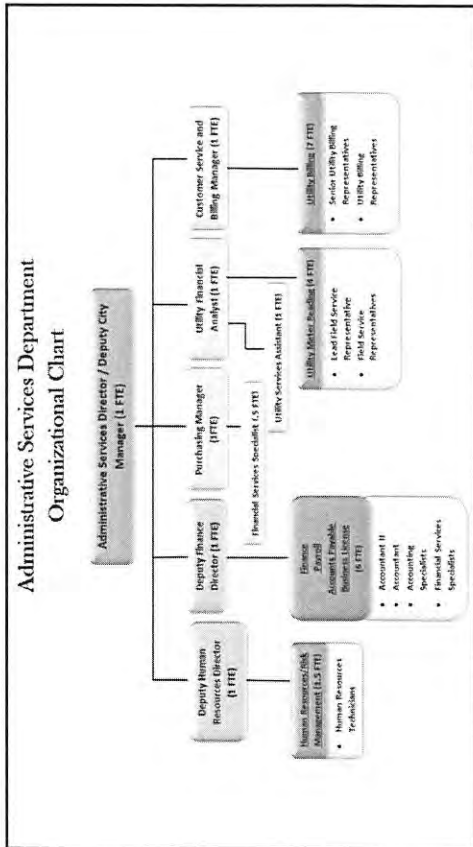
City of Banning

COMMUNITY DEVELOPMENT DEPARTMENT
PO BOX 998
99 E. RAMSEY STREET
BANNING, CA 92220
(951) 922-3125

ADMINISTRATIVE SERVICES DEPARTMENT

BUDGET WORKSHOP PRESENTATION

May 24, 2016



FINANCE

- Account for Revenues & Expenditures
- Coordinate & Compile City Budgets
- Prepare Annual Financial Statements
- Process Bi-Weekly Payroll
- Process City Wide Accounts Payable
- Comply w/Regulatory Reporting & Audits

FINANCE BUDGET

FINANCE/FISCAL SERVICES ACCOUNT DESCRIPTION	FY15		FY16 ADJ		FY17 DEPT		FY18 DEPT	
	YTD ACT	BUDGET	BUDGET	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
SALARIES & BENEFITS								
SALARIES AND WAGES	277,517	356,209	377,226	377,226	385,679			
BENEFITS	157,359	211,633	225,232	225,232	234,193			
OPERATIONAL EXPENSES								
ADVERTISING/PUBLISHING	0	500	500	500	500			
PRINTING/BINDING	235	650	650	650	650			
DUES/SUBSCRIPTIONS	895	6,200	3,500	3,500	3,500			
POSTAGE/MAILING COSTS	55	50	50	50	50			
TRAVEL/CONFERENCES	1,530	3,500	3,500	3,500	3,500			
STAFF TRAINING	1,473	2,000	2,000	2,000	2,000			
CONTRACT EMPLOYMENT SVCS	16,692	0						
RETIRED/RECK/RAV/FEE	41,387	87,000	47,000	47,000	47,000			
TRAVEL/REIMBURSEMENT	135	100	125	125	125			
VISION ALLOWANCE	387	500	500	500	500			
TELEPHONE SVC	664	900						
REPAIR/MAINT-SOFTWARE	20,051	21,600	22,000	22,000	22,000			
PROFESSIONAL SERVICES	20,502	175,156	43,340	45,000	45,000			
AUDIT SERVICES	10,515	23,250	13,300	13,700	13,700			
DEPARTMENTAL SUPPLIES	806	2,000	2,000	2,000	2,000			
COMPUTER SOFTWARE	4,836	0						
DEPARTMENT TOTAL	555,864	851,210	710,895	710,895	761,397			
CHARGED TO OTHER DEPTS	330,225	484,141	440,015	452,305	452,305			
DEPARTMENT BUDGET	225,639	417,108	300,880	300,880	309,092			

HUMAN RESOURCES

- Recruitment & Staffing
- Training & Development
- Risk Management
- Insurance, Liability & Claims
- Personnel Related Regulatory Compliance
- Comply w/Safety Requirements & Training

HUMAN RESOURCES BUDGET

HUMAN RESOURCES ACCOUNT DESCRIPTION	FY15		FY16 ADJ		FY17 DEPT		FY18 DEPT	
	YTD ACT	BUDGET	BUDGET	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
SALARIES & BENEFITS								
SALARIES AND WAGES	130,511	175,510	121,147	121,147	123,145			
BENEFITS	47,223	56,363	57,123	57,123	59,406			
OPERATIONAL EXPENSES								
ADVERTISING/PUBLISHING	3,272	15,000	10,000	12,000	12,000			
PRINTING/BINDING	54	500	500	500	500			
DUES/SUBSCRIPTIONS	621	2,300	1,100	1,100	1,100			
POSTAGE/MAILING COSTS	57	300	300	300	300			
TRAVEL/CONFERENCES	2,916	4,000	6,000	6,000	6,000			
STAFF TRAINING	4,908	5,500	7,000	7,500	7,500			
CONTRACT EMPLOYMENT SVCS	16,692	0						
EMPLOYEE REIMBURSEMENT	21,216	24,882	20,350	20,350	20,350			
TELEPHONE SVC	739	750	750	750	750			
REPAIR/MAINTENANCE	4,581	5,078	5,400	5,400	5,700			
PROFESSIONAL SERVICES	102,572	115,000	115,000	115,000	115,000			
DEPARTMENTAL SUPPLIES	33	1,000	1,000	1,000	1,000			
SPECIAL EMPLOYEE PROGRAMS	5,927	2,800	4,000	4,000	4,000			
RECRUITMENT EXPENSE	1,597	25,500	2,000	2,500	2,500			
PERSONNEL TEST COSTS	3,063	3,500	3,500	3,500	4,000			
DEPARTMENT TOTAL	353,482	391,663	355,470	363,551	363,551			
CHARGED TO OTHER DEPTS	197,708	186,349	193,180	197,737	197,737			
DEPARTMENT BUDGET	155,774	205,314	161,990	165,814	165,814			

RISK MANAGEMENT				FY16 ADJ				FY17 DEPT				FY18 DEPT			
Workers Compensation				BUDGET				PROJECTED				PROJECTED			
ACCOUNT DESCRIPTION				YTD ACT				PROJECTED				PROJECTED			
SALARIES & BENEFITS				60,122				79,450				67,315			
SALARIES AND WAGES				27,671				35,490				31,777			
BENEFITS				0				500				1,500			
OPERATIONAL EXPENSES				9,523				10,000				10,000			
STAFF TRAINING				12,669				0				0			
MISC CONTRACT SVC				151,066				184,607				195,000			
CONTRACT EMPLOYMENT SVCS				721				775				800			
WORK'S COMP INSUR PREMIUM				84,486				60,000				60,000			
REPAIR/MAINT-SOFTWARE				0				350				350			
LEGAL SERVICES-INS CLAIMS				631,730				279,270				300,000			
MEDICAL/HOSPITAL				2,075				7,500				7,500			
CLAIMS WORKERS COMP				2,741				2,586				1,843			
EMPL SAFETY PROGRAM				1,518				1,717				1,322			
INTERFUND SVC-C/ATTORNEY				409				1,478				1,764			
INTERFUND SVC-BUDG JANIT/MAINT				2,641				5,913				4,877			
INTERFUND SVC FINANCIAL				1,837				2,169				2,902			
INTERFUND SVC-COMPUTER				786				0				0			
COMPUTER HARDWARE				1,000,085				669,787				685,920			
DEPARTMENT BUDGET				1,000,085				669,787				685,920			

RISK MANAGEMENT

Unemployment Insurance

Budget

RISK MANAGEMENT		FY15		FY16 ADJ		FY17 DEPT		FY18 DEPT	
Unemployment Insurance		YTD ACT		BUDGET		PROJECTED		PROJECTED	
ACCOUNT DESCRIPTION									
SALARIES & BENEFITS		4,173	5,732		5,830		5,867		
SALARIES AND WAGES		2,782	2,889		2,737		2,820		
BENEFITS									
OPERATIONAL EXPENSES									
REPAIR/MAINT-SOFTWARE		180	195		200		200		
CLAIMS-UNEMPLOYMENT		25,491	25,000		90,000		55,000		
INTERFUND SVC-C/ATTORNEY		337	350		299		307		
INTERFUND SVC-BUDG JANIT/MAINT		187	139		214		220		
INTERFUND SVC-PURCH & A/P		51	143		163		168		
INTERFUND SVC-FINANCIAL		249	369		441		454		
INTERFUND SVC-COMPUTER		186	243		432		442		
DEPARTMENT BUDGET		33,256	31,970		60,336		65,886		

RISK MANAGEMENT				FY15				FY16 ADJ				FY17 DEPT				FY18 DEPT			
Liability Insurance				YTD ACT				BUDGET				PROJECTED				PROJECTED			
ACCOUNT DESCRIPTION				77,607	96,037	44,941	40,915	42,387											
SALARIES & BENEFITS				150	150														
BENEFITS				5	4	108	100												
OPERATIONAL EXPENSES				0	267	508	500												
DUES/SUBSCRIPTIONS				13,208	20,000	10,000	10,000												
POSTAGE/MAILING COSTS				12,628	500	100	100												
STAFF TRAINING				94,431	123,000	145,000	145,000												
MISC CONTRACT SVC				800,233	187,500	195,000	255,000												
CONTRACT EMPLOYMENT SVCS				3,025	3,025	3,200	3,500												
PROPERTY TAXES				15,700	21,000	18,110	20,000												
LIABILITY INS PREMIUMS				201,626	75,000	75,000	75,000												
BLANKET RATED PREMIUMS				901	928	1,065	1,000												
AIRPORT TRAVEL PREMIUMS				62,210	32,000	32,000	32,000												
EARTHQUAKE INS PREMIUMS				11,538	25,000	35,000	35,000												
REPAIR/MAINT-SOFTWARE				456	600	600	600												
LEGAL SERVICES-INS CLAIMS				131,000	150,000	150,000	150,000												
PROFESSIONAL SERVICES				3,501	3,274	2,991	2,459												
DEPARTMENTAL SUPPLIES				1,930	2,173	1,714	1,757												
CLAIMS LIABILITY				811	2,174	2,890	2,661												
INTERFUND SVC-C/ATTORNEY				4,299	5,611	7,001	7,200												
INTERFUND SVC-BUDG JANIT/MAINT				3,327	2,731	3,273	3,899												
INTERFUND SVC-FINANCIAL				679,241	0	0	0												
INTERFUND SVC-COMPUTER																			
TOTAL-GENERAL FUND				1,737,046	1,557,251	1,107,168	1,105,441												

UTILITY METER READING BUDGET

UTILITY METER READING	FY15		FY16ADJ		FY17 DEPT		FY18 DEPT	
	YTD ACT	BUDGET	YTD ACT	BUDGET	PROJECTED	PROJECTED	PROJECTED	PROJECTED
ACCOUNT DESCRIPTION								
SALARIES & BENEFITS								
SALARIES AND WAGES	224,795	273,671		250,736	264,863			
BENEFITS	158,689	178,450		178,227	184,031			
OPERATIONAL EXPENSES								
CONTRACTUAL SERVICES	0	1,000		5,500	5,500			
EMPLOYEE PURCHASES/UNIFORMS	1,728	2,250		2,500	2,500			
SVC UTILITIES	585	1,080		1,100	1,100			
REPAIR/MAINTENANCE	5,089	5,420		5,700	5,900			
DEPARTMENTAL SUPPLIES	460	1,370		1,500	1,500			
TOOLS/SHOP SUPPLIES	49	630		800	800			
INTERLAND SERVICES	44,709	37,520		34,479	35,388			
SERVICE PYMTS	53,308	60,259		73,667	74,894			
COMPUTER HARDWARE/SOFTWARE	100	0		2,500	1,000			
VEHICLES	0	44,000		30,500	27,500			
DEPARTMENT BUDGET	475,708	611,670		596,209	604,926			

UTILITY BILLING

- Provide Customer Service
 - At Lobby Counter & Over the Phone
- Set up New Accounts & Service Connections
- Process Service Requests & Disconnections
- Process Billing for Consumption & Services
- Respond to Utility Billing Inquiries

FY 15/16 Accomplishments

- Centralize Procurement, Purchasing & Contracts
- Improved Customer Service w/New Positions:
 - Customer Service & Billing Manager
 - Accounting Specialist for Payroll
- Implementation of GASB 68 (Pension Reporting)
- Implementation of IRS Form 1095 Reporting

UTILITY BILLING BUDGET

UTILITY BILLING	FY15		FY16ADJ		FY17 DEPT		FY18 DEPT	
	YTD ACT	BUDGET	YTD ACT	BUDGET	PROJECTED	PROJECTED	PROJECTED	PROJECTED
ACCOUNT DESCRIPTION								
SALARIES & BENEFITS								
SALARIES AND WAGES	505,536	555,108		691,867	696,771			
BENEFITS	284,273	325,048		413,074	434,284			
OPERATIONAL EXPENSES								
PRINTING/BINDING	2576	2,500		8,900	8,900			
CLUES/SUBSCRIPTIONS	104	120		250	250			
POSTAGE/MAILING COSTS	58,536	93,000		67,000	69,000			
TRAVEL/CONFERENCES	545	1,500		3,000	3,000			
STAFF TRAINING	1,2188	6,000		6,000	6,000			
DELINQUENT COLLECTION SVC	2,341	11,000		12,000	12,000			
CONTRACT EMPLOYMENT SVCS	12,689	0		0	0			
COURIER SERVICES	5,530	6,000		6,100	6,300			
ONLINE CREDIT CHECKS	30	0		0	0			
CREDIT CARD FEES	300,096	45,000		34,000	34,000			
LOCAL BODY FEES	790	825		825	825			
EMPLOYEE REIMBURSEMENT	120	150		150	150			
SVC UTILITIES	33,624	33,500		30,772	33,600			
REPAIR/MAINTENANCE	1,883	2,220		2,220	2,220			
RENTAL/LEASE	4,269	8,408		5,000	4,400			
PROFESSIONAL SERVICES	2,994	3,000		3,500	3,500			
DEPARTMENTAL SUPPLIES	14,476	141,254		145,526	169,765			
INTERLAND SERVICES	960	2,770		3,000	4,000			
EQUIPMENT/HARDWARE	0	0		17,950	17,950			
DEPARTMENT BUDGET	1,295,608	1,378,823		1,710,114	1,733,580			

FY 16/17 GOALS

- Implement Phone Payment Option
- Provide Online & Smart Phone/Device Options to Utility Customers
- Accomplish Phase I of Implementing an Updated and Integrated Enterprise Resource Planning (ERP) Software & Utility Billing Customer Information System (CIS)

GOAL #1: Interactive Voice Response Payments










KEY BENEFITS OF THE PAYMENT PROCESSING IVR SOLUTION:

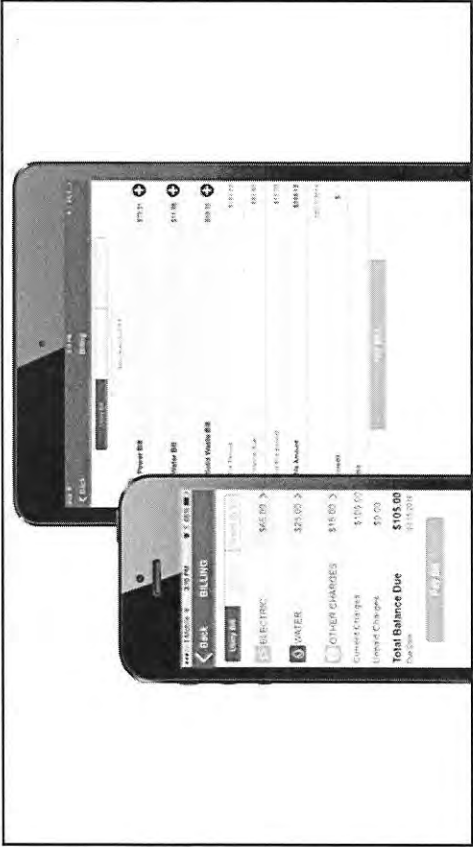
- Fully Automatic Payment Process
- Fraud Prevention
- Reduced Call Handling Costs
- Better Customer Service
- Real-time Payment Processing
- 24*7 Running System
- Fast Turn Around Time

GOAL #2: Online & Smart Phone Customer Options

KEY BENEFITS OF THE ONLINE & SMART PHONE SOLUTION:

- Self-Service Capabilities
 - Reduced Customer Service Calls
- Billing Awareness
 - Detailed Consumption Data
 - Electronic Billing Options
- Real Time Communication
- Customer Support & Analytics
- Energy Efficiency Program Effectiveness

 My Account	 Usage	 Connect Me
 Conservation	 Billing	 Outage
 Notifications	 Service	 Compare



GOAL #3:
Phase I of Upgrade to ERP & CIS Software

KEY BENEFITS OF UPGRADING THE ERP & CIS SOLUTION:

➤ Reduced Processing Time

- Purchasing/Purchase Orders
- Accounts Payable
- Payroll
- Asset Management
- Project Management
- Reporting
- Budget Preparation

PLAN SELECTION IMPLEMENTATION	PHASE I	3-Month Process	DEVELOP SCOPE, SCHEDULE, BUDGET & RISK ASSESSMENT
		9-Month Process	DEVELOP DETAILED REQUIREMENTS, RFP, REVIEW PANEL, & SELECT SOFTWARE
	PHASE II	12-Month Process	DEVELOP STRATEGY, TEST DATA, & DEPLOY SOFTWARE SOLUTION

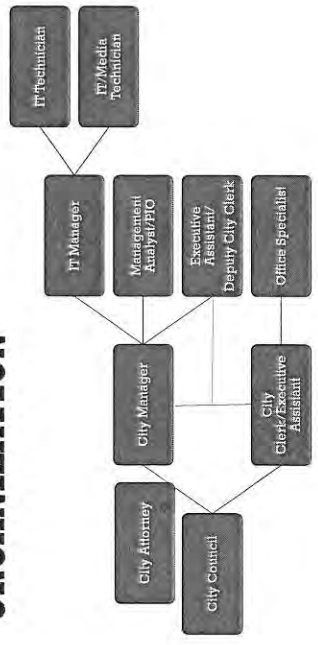
Questions?
Comments?



CITY OF BANNING DEPARTMENT OF THE CITY MANAGER

DRAFT BUDGET
FISCAL YEARS 2016-17 & 2017-18

ORGANIZATION



GENERAL FUND EXPENDITURES

	FY16 YTD ACTUAL	FY16 ADJUSTED BUDGET	FY17 REQUEST	FY18 REQUEST
CITY COUNCIL	106,621	172,420	144,030	144,022
CITY MANAGER	186,622	405,788	191,067	198,740
CITY CLERK	61,197	98,405	84,831	85,562
ELECTIONS	0	0	40,750	800
CITY ATTORNEY	280,496	420,739	311,972	320,771
TV GOVERNMENT ACCESS	28,665	58,301	60,000	60,000
INFORMATION TECHNOLOGY	314,631	500,482	623,198	637,299
FIRE	1,731,829	2,840,263	2,967,771	3,111,963
REUSE	2,032,430	3,274,496	3,297,986	3,302,827
TOTAL	4,710,451	7,771,094	7,721,605	7,861,984

ACCOMPLISHMENTS

The City Council, together with the offices of the City Manager, City Clerk and City Attorney has accomplished the following for FY 2015-16:

- Hired a permanent City Manager in November 2015;
- Hired a Deputy City Manager/Administrative Services Director in December 2015;
- Appointed a permanent Community Development Director and Public Works Director in February 2016;
- Appointed Anthony Taylor as the City Attorney from the City's contract firm Aleshire & Wynder;
- Directed staff in April 2016 to hire an Economic Development Manager and a Community Service Officer as soon as possible;

ACCOMPLISHMENTS (CONTINUED)

- Held a Strategic Planning Workshop on March 29, 2016 and reaffirmed five Policy Goals and Objectives in order: (1) Economic Development; (2) Beautification; (3) Effective Communication; (4) Public Health and Safety; (5) Administrative Efficiency and Effectiveness
- Adopted a Three Year Labor Agreement (MOU) with the Police Officers Association
- The City Council appointed Mayor Pro Tem Art Welch as the Mayor in December 2015;
- Created Ad Hoc Committees for Animal Care, Cannabis, and Transit;
- Changed the start time of Regular City Council meetings from 5:00 p.m. to 6:00 p.m.

GOALS

- Work closely with Economic Development Manager on many proposed and potential commercial and residential projects in the City;
- Improve customer service both for our residents and businesses;
- Improve internal and external communications and interaction with the residents and businesses in part by hiring a Public Information Officer (Management Analyst) and hiring an Economic Development Manager;
- Create a legislative platform each year for City Council consideration;
- Revive 90220 – City Newsletter for all residents;
- Utilize the Government Access channel to the City's full benefit; Replace aging or outdated technology where efficiencies can be improved;

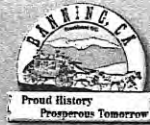
GOALS (CONTINUED)

- Resolve ongoing litigation and close these matters and resolve any potential litigation (Chamber of Commerce, Sun Lakes water bill, Robertson's Ready Mix Company);
- Renovate and modernize City Hall including upgrading security;
- Implement all five goals and priorities of the City Council;
- Continue to leverage city funds for potential grant opportunities;
- Continue to seek new revenue sources for the City and find more efficient ways to deliver service;
- Promote the Information Technology Coordinator to Information Technology Manager;
- Employ a full time permanent City Attorney as an employee then issue a Request for Proposal for outside counsel.

EXHIBIT “C”

Minutes of May 24, 2016

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City of Banning

2015 Urban Water Management Plan

Urban Water Management Plan Workshop and Public Hearing



Prepared By:
KRIEGER & STEWART
Engineering Consultants

May 24, 2016

2015 Urban Water Management Plan Requirements

California Water Code Requirements

Urban Water Management Planning Act

- California Water Code Division 6, Part 2.6
- Adopted in 1983, with first UWMPs due in 1985
- Directs water suppliers to carry out their long-term water resource planning to ensure that adequate water supplies are available to meet existing and future demands
- Requires UWMPs every five years, in years ending in 5 and 0

Water Conservation Act of 2009

- California Water Code Division 6, Part 2.55
- Also referred to as SBX 7-7 or 20X2020
- Requires retail water suppliers to set targets and track progress toward decreasing daily per capita urban water use
- Began with 2010 UWMPs, with a target set for 2020 and an interim target set for 2015
- 2015 UWMPs must demonstrate whether the 2015 interim target was met and also demonstrate progress toward 2020 target



Contents of 2015 Urban Water Management Plans

Description of UWMP Review, Adoption, and Submittal

- Describe the supplier's public review, public hearing, and adoption process.
- Include a description of the supplier's submittal to California Department of Water Resources and California State Library.

Description of Supplier's Water System

- Describe service area, water system, climate, water supplier's structure and history, etc.

System Water Use

- Describe and quantify the current and projected water uses within the water supplier's service area. Beginning 2015, a water audit is also required.



Contents of 2015 UWMPs, continued

Baseline and Targets

- Describe the methods used for calculating the supplier's baseline and target water consumption.
- Demonstrate whether or not the supplier has achieved the 2015 interim water use target.
- Describe the supplier's plans for achieving its 2020 water use target.

System Water Supplies

- Describe and quantify the supplier's current and projected sources of water.
- Describe and quantify potential recycled water uses and supply availability.



Contents of 2015 UWMPs, continued

Water Supply Reliability

- Describe the reliability of the supplier's water supply and project the reliability for the next 20 years for normal years, single dry years, and multiple dry years.
- We typically include projections for the next 25 years so that the UWMP includes the data necessary to be relied upon by a Water Supply Assessment.

Water Shortage Contingency Planning

- Provide a staged plan for dealing with water shortages, including a catastrophic supply interruption.

Demand Management Measures (also referred to as BMPs)

- Describe the supplier's efforts to promote conservation and reduce demand on the available water supply.
- Requires that specific demand management measures be addressed.



Chapter 1: Introduction and Overview

Basis for Preparing an Urban Water Management Plan

- Citation of California Water Code (CWC)

UWMP Development

- Banning's Draft 2015 UWMP is organized generally in accordance with the format recommended by DWR's *Urban Water Management Plans Guidebook for Urban Water Suppliers*, dated March 2016
- City of Banning coordinated with Riverside County and with other local agencies in development of its Draft 2015 UWMP

UWMP Adoption and Submittal

- Description of adoption and submittal process, with date of submittal to DWR highlighted (expected June 17, 2016)



Chapter 2: System Description

Brief Description of the City's Water Service Area

- Location
- Climate
- Population
- Anticipated Future Development (Butterfield Ranch and San Geronio Pass Specific Plans)
- Cooperative Agreements with Other Agencies



Chapter 2: System Description, continued

Population Projections

TABLE 2-2 POPULATION - CURRENT AND PROJECTED						
	2015	2020	2025	2030	2035	2040
Population within the City's Water Service Area (without proposed specific plan developments)	30,491	31,913	33,335	34,757	36,179	37,700
Population within the City's Water Service Area (with proposed specific plan developments)	30,491	35,730	40,969	46,207	51,446	56,685



- 2015 population estimate based on information provided by the California Department of Finance
- 2040 population projection based on projection provided by Southern California Association of Governments (SCAG), plus the estimated population increase associated with construction of 8,285 additional residential dwelling units by 2040.
- 2020-2035 population projections estimated based on a linear projection between 2015 population and 2040 population projection.



Chapter 3: System Water Use

Water Use in City of Banning

- Residential (57%)
- Commercial (29%)
- Irrigation (12%)
- Industrial (1.5%)
- Public (1%)

Water use is projected to increase gradually each year, reaching an annual use of approximately 13,629 acre-feet in 2040.



Chapter 3: System Water Use, continued

Year	Water Use Sectors	Residential ⁽³⁾	Commercial	Industrial	Public	Irrigation ⁽⁴⁾	Proposed Specific Plan Developments ⁽⁵⁾	Total
2015 ⁽²⁾	# of Accounts	9,787	742	63	46	10	0	10,648
	Deliveries	3,395	1,705	92	53	726	0	5,971
2020	# of Accounts	10,257	778	66	48	10	1,423	12,582
	Deliveries	4,482	2,281	94	63	944	1,609	9,473
2025	# of Accounts	10,714	812	69	50	11	3,086	14,692
	Deliveries	4,683	2,382	99	66	986	1,983	10,198
2030	# of Accounts	11,171	847	72	52	11	5,995	18,101
	Deliveries	4,882	2,484	103	69	1,028	2,288	10,853
2035	# of Accounts	11,627	882	75	54	12	7,305	19,955
	Deliveries	5,082	2,586	107	71	1,070	2,649	11,565
2040	# of Accounts	12,116	919	78	57	12	8,285	21,467
	Deliveries	5,295	2,694	111	74	1,115	2,988	12,278

(1) Deliveries projected for 2020, 2025, 2030, 2035, and 2040 are based on projected population estimates based on SCAG data and a demand factor of 220 gpcd. Deliveries for proposed specific plan developments are based on projected water demands set forth in the documents, *Water Supply Assessment for Butterfield Specific Plan, Issued June 2011 with the Draft EIR and Modified December 2011 by Section 4.1 of the Final EIR and Water Supply Assessment Rancho San Geronio Specific Plan*, dated September 30, 2015.

(2) Numbers of accounts and deliveries for 2015 are based on City records for calendar year 2015.

(3) Includes accounts and deliveries for lower-income households.

(4) Includes quantities of non-potable water from Well M7 provided for irrigation (approximately 200 AF/year).

(5) Projections of numbers of accounts and water deliveries are based on the water supply assessment documents cited in note (1) above.



Chapter 3: System Water Use, continued

TABLE 3-2
ADDITIONAL WATER USES AND LOSSES (AF/YR)

Water Use	2015 ⁽¹⁾	2020	2025	2030	2035	2040
Water Provided to Other Agencies ⁽²⁾	95	104	109	113	119	124
System Water Losses ⁽³⁾	738	1,042	1,122	1,194	1,272	1,351
Total	833	1,146	1,231	1,307	1,391	1,475

- (1) Quantities for 2015 are based on the City's records.
- (2) Quantities of water provided to other water suppliers (i.e. High Valleys Water District and Banning Heights Mutual Water Company), assuming a 1% growth rate per year. These quantities are included in the residential sector deliveries in Table 3-1.
- (3) System water losses are based on the water audit report prepared for the City for the 2015 calendar year and are consistent with the City's estimated water losses for 2015. For the purposes of this UWMP, it is assumed that the percentage of water lost (11%) will remain consistent over the next 25 years.

TABLE 3-3
TOTAL WATER USE (AF/YR)

Water Distributed	2015	2020	2025	2030	2035	2040
Table 3-1 + System Water Losses	6,709	10,515	11,320	12,047	12,837	13,629



Chapter 3: System Water Use, continued

Distribution System Water Losses

- Water Audit required starting with 2015 UWMP
- Water Audit required to be conducted using American Water Works Association methodology and worksheet
- City's water losses in calendar year 2015 were approximately 738.4 AF (approximately 11% of total water use)



Chapter 4: Baselines and Targets

- City of Banning Baselines and Targets were determined during preparation of the City's 2010 UWMP.
- In accordance with CWC Section 10608.20(g), an urban retail water supplier may update its 2020 water use target in its 2015 and may make this update using a different target method than was used in 2010; however, the City has not made changes to its water use target.

Baseline:	315 gallons per capita per day (GPCD)
Urban Water Use Target:	252 GPCD (achieve by 2020)
Interim Urban Water Use Target:	283 GPCD (achieve by 2015)
Compliance Year 2015 Water Use:	196 GPCD

*The City has met its Interim Urban Water Use Target.
The City is on track to meet its Urban Water Use Target in 2020.*



Chapter 5: System Water Supplies

Groundwater Sources

- Coachella Valley Groundwater Basin
 - San Geronio Pass Subbasin
 - Beaumont Storage Unit (adjudicated since 2004)
 - Banning Storage Unit
 - Cabazon Storage Unit
 - Banning Bench Storage Unit
 - Banning Canyon Storage Unit



Chapter 5: System Water Supplies, continued



Chapter 5: System Water Supplies, continued

Projected Quantities of Available Water

Basin Name	2020	2025	2030	2035	2040
Beaumont Storage Unit ⁽¹⁾	1,266	1,145	1,029	925	925
Beaumont Storage Unit Recharge (SWP Water) ⁽²⁾	2,718	2,718	2,718	2,718	2,718
Banning Storage Unit	1,130	1,130	1,130	1,130	1,130
Banning Bench Storage Unit	1,960	1,960	1,960	1,960	1,960
Cabazon Storage Unit	2,515	2,515	2,515	2,515	2,515
Banning Canyon Storage Unit	4,070	4,070	4,070	4,070	4,070
San Geronio Pass Subbasin Total	13,659	13,538	13,422	13,318	13,318

Notes:

- (1) Quantities of water available from the Beaumont Storage Unit are based on the estimated quantities of water that would be available to the City based on its appropriate rights after extractions by overlying producers, as set forth in Table 4-4 of City of Banning 2010 Urban Water Management Plan, dated July 22, 2011. Because the safe yield of the Beaumont Storage Unit was reduced from 8,650 AF/Yr to 6,700 AF/Yr in 2013 (a decrease of approximately 22%), estimated quantities of water available to the City of Banning from the Beaumont Storage Unit were reduced proportionately herein.
- (2) These quantities represent estimated annual recharge of the Beaumont Storage Unit by the City and do not account for the 46,774 AF that the City of Banning currently has in storage in the Beaumont Storage Unit.



Chapter 5: System Water Supplies, continued

Surface Water

- State Water Project (SWP) water is recharged to the Beaumont Basin and is available for later extraction by the City.
- Secondary treated wastewater from the City's WWTP is discharged to percolation ponds that recharge the Cabazon Storage Unit
- Whitewater River water that flows through the Flume-- a portion is used by Banning Heights Mutual Water Company, while the remainder flows to the San Geronio River, where it recharges the Banning Canyon Storage Unit.



Chapter 6: Water Supply Reliability

Groundwater

- Because the City's water supply is primarily groundwater, the City has not experienced water supply shortages due to short-term dry weather conditions or the current 5-year drought.
- Factors that could result in water shortages include earthquakes, chemical spills, and energy outages at treatment and pumping facilities.

Surface Water

- Surface water, such as SWP water used for groundwater replenishment, experiences variable reliability during dry years
- City relies primarily on groundwater, and has substantial reserves in storage

Beaumont Basin Storage

- City has 46,774 acre-feet of water available in its Beaumont Basin storage account, as of Beaumont Basin Watermaster 2014 Annual Report.



Chapter 6: Water Supply Reliability, continued

TABLE 6-4
NORMAL YEAR SUPPLY AND DEMAND COMPARISON⁽¹⁾
(AF/YR)

	2020	2025	2030	2035	2040 ⁽²⁾
Supply Totals	13,659	13,538	13,422	13,318	13,318
Demand Totals	10,515	11,320	12,047	12,837	13,629
Difference	3,144	2,218	1,375	481	-311

Notes:

- (1) Due to reliance on groundwater, supply reliability is the same during normal, single-dry, and multiple-dry water years.
- (2) Although projected supply totals are less than projected demand totals for 2040, the City currently has 46,774 AF of stored water in its Beaumont Basin storage account, which is not accounted for in the projected supply totals. Therefore, the City has Ample Water Supplies to meet projected demands through 2040.



Chapter 7: Water Shortage Contingency Planning

Plan of Action in the Event of a Water Supply Interruption

- Such an interruption could result from power failure, earthquake, pipeline failure, or other catastrophe
- City's wells are not centralized but are located throughout the City
- Several wells have emergency power source
- City has emergency interconnection with BCVWD

Stages of Action to Reduce Water Consumption

- Stages of action include progressively stricter water restrictions and prohibitions on types of uses, such as landscape irrigation, vehicle washing, and washing paved surfaces.

TABLE 7-3
RATIONING STAGES AND REDUCTION GOALS

Shortage	Stage of Action ⁽¹⁾	Reduction Goal	Type of Program
Up to 15%	1	15%	Voluntary
15% to 25%	2	25%	Mandatory
25% to 35%	3	35%	Mandatory
35% to 50%	4	50%	Mandatory



Chapter 8: Demand Management Measures

Water Waste Prevention Ordinances

- City Ordinances 1231 (Water Waste Prohibition)
- City Ordinance 1489 (Drought Water Conservation)
- Resolution No. 2010-06 (Model Water Landscape Ordinance)

Water Metering

- All City water service connections are metered

Conservation Pricing

- The City has a three-tiered increasing rate structure that applies to all customers

Public Education and Outreach

- Water conservation pamphlets displayed year-round and at public events
- School education programs



Chapter 8: Demand Management Measures, continued

Programs to Assess and Manage Distribution System Losses

- Distribution system losses were approximately 11% of water use in 2015
- Distribution system losses for 2010-2015 averaged approximately 9.7 %
- City continually replaces old leaking pipes through its capital improvement plan

Water Conservation Program Coordination and Staffing Support

- Superintendent of Water/Wastewater coordinates conservation efforts and provides public information regarding conservation

Other Demand Management Measures

- The City has established a hotline for customer use in reporting leaks, overwatering, and other misuse of water



Public Review and Adoption Process

Completed

Notices of Public Hearing Published in The Press-Enterprise	April 18 & 25, 2016
Draft 2015 UWMP Available	April 20, 2016

Public Hearing Today

May 24, 2016

Upcoming

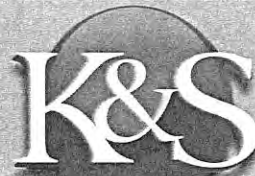
Final 2015 UWMP Complete	May 27, 2016
City Council Adoption	June 14, 2016
Submit to DWR	June 17, 2016
UWMP Submittal Deadline	July 1, 2016



Questions and Answers

Questions?





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Riverside, California 92501
951-684-6900
www.kriegerandstewart.com

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

05/24/16
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Welch on May 24, 2016 at 4:08 p.m. at the Banning Civic Center Large Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller *(excused)*
Councilmember Moyer
Councilmember Franklin
Councilmember Peterson
Mayor Welch

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Michael Rock, City Manager
Anthony R. Taylor, City Attorney
Rochelle Clayton, Administrative Services Dir./Deputy City Manager
Julie Biggs, City Attorney
Sonja De La Fuente, Executive Assistant/Deputy City Clerk
Marie A. Calderon, City Clerk

Mayor Welch opened the item for public comments on the closed session items. There were none.

CLOSED SESSION

City Attorney Taylor announced that there are four items on the closed session agenda for this meeting three of which are existing litigation pursuant to Section (d) (1) of Government Code Section 54956.9. The first matter of existing litigation is : 1) Cassadas, et al., v. City of Banning, et al., Riverside Superior Court; 2) conference with legal counsel existing litigation Smith v. Hanna, Riverside Superior Court and Appellate Case; 3) conference with legal counsel existing litigation Robertson's Ready Mix, Lt., v. City of Banning and the Banning City Council, Riverside Superior Court; and 4) conference with labor negotiator, labor negotiations pursuant to Government Code Section 54957.6 – agency representatives: City Manager Michael Rock and Deputy City Manager Rochelle Clayton, employee organizations: International Brotherhood of Electrical Workers (IBEW) – Utility Unit and International Brotherhood of Electrical Workers (IBEW) – General Unit, and San Bernardino Public Employees Association (SBPEA).

Meeting went into closed session at 4:10 p.m. and reconvened at 5:09 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 5:09 p.m.

Marie A. Calderon, City Clerk

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A special meeting of the Banning City Council, and a Special Meeting of the Banning Utility Authority was called to order by Mayor Welch on May 24, 2016 at 5:14 p.m. at the Banning Civic Council Chambers, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: Councilmember Moyer (*excused*)

OTHERS PRESENT: Michael Rock, City Manager
Anthony R. Taylor, City Attorney
Rochelle Clayton, Administrative Services Dir./Deputy City Manager
Art Vela, Acting Public Works Director
Michelle Green, Deputy Finance Director
Sonja De La Fuente, Executive Assistant/Deputy City Clerk
Marie A. Calderon, City Clerk

PUBLIC COMMENTS – *On Items Not on the Agenda*

Josh Naggar addressed the Council stating that he spoke a couple of weeks ago about medical cannabis and he is here to speak to that again. He said he sent the Council a request for a stipulated fine proposal for one of his clients who operates a cannabis dispensary in the city of Banning located at 271 W. Ramsey Street and has also given a copy to the City Attorney. He is here to ask the City Council to consider allowing his client to operate and allowing patients to receive access to medicine under the umbrella of a stipulated fine. Why has this worked for other cities and why could this work for Banning is because you can keep your prohibition in place and why may that be important. Maybe you feel it is important to be in compliance with federal laws, maybe you feel it is important to keep your prohibition so you can select which dispensaries can operate in your city so what they are talking about here is not an agreement whatsoever with a dispensary. What he is talking about and what other cities have done is keeping your prohibition on the books, you send over your fines and your tickets with a stipulated amount and the dispensary pays that amount in fines so you can keep your prohibitions, fines get paid and we can wait and see what happens in November. Again, he has submitted that proposal to the Council and to the City Attorney and he thinks that it is sound, other cities have used it and he would encourage this City to allow the same.

Stacy Sparks addressed the Council on behalf of Banning Family Community Health Center, a federally qualified health center, updating the Council stating that they are now enrolling SB 75 medical for all undocumented up to 19 years of age, also on June 16th they will be celebrating National Men's Health Week and will have a "lunch and learn" with their dentist. This will be an opportunity for men to just come in, visit the facility, have a one-on-one with the dentist, and to find out what is going on at the Health Center, who they are and what they do.

Mayor Welch adjourned the Special Meeting of the City Council and called to order a Special Meeting of the Banning Utility Authority.

BANNING UTILITY AUTHORITY (BUA)

REPORTS OF OFFICERS

1. Review and Consideration of Professional Services Agreement with Stoel Rives, LLP of Sacramento, CA.
(Staff Report – Michael Rock, City Manager)

City Manager gave the staff report stating that this item is appearing before the Board for the third time and the consultant had some changes that they wanted to make and they have negotiated those changes mostly having to do with insurance and indemnity issues. This is on the agenda for consideration to approve the agreement with Stoel Rives for special counsel for complex related issues on water specifically the flume. It is the recommendation of the City Manager and the City Attorney that this item be considered for approval by the Board. The other items of this agreement did not change, the scope of services did not change, and the prices for services have not changed since the first time the Board saw this agreement.

City Attorney said for clarification he caught in the staff report on the second page, paragraph one, the language about Stole being the sole provider of water-related legal services, number “Section 1.6” of the agreement, second paragraph.

Boardmember Moyer asked the City Attorney if had reviewed this contract and does he approve its content.

City Attorney said he has not only reviewed it but he and the City Manager were on the phone negotiating these terms and he worked on the drafting of it and thinks ultimately, in terms of approving it, it is an agreement that he would sign as to form. The only real decisions here, he thinks, are really policy decisions for the Council and the Board to make in terms of the deal points that have been modified and he went over each of those.

Boardmember Franklin said to clarify she is asking if both the City Manager and City Attorney are saying this is fine.

City Attorney said he believes the points that have been changed are ultimately within the Board’s discretion and he doesn’t see a legal reason at this point to say absolutely don’t sign this agreement.

Boardmember Peterson said if we go to paragraph 1.6 where it says, “City has hired Consultant to be the sole source...” that is being left in the contract.

City Attorney said yes, that is currently in the contract and that is a provision that the consultant requested and it is ultimately up to the Council and Board in your discretion to decide if you want to accept that provisions.

Boardmember Peterson said so what we are saying is that if we buy a car from ABC Auto the only place we are allowed to service the car is at ABC Auto and we can't take the car for a second opinion, we can't take the car to any other service manufacturer, it only can go to ABC Auto.

City Attorney said in terms of that example he believes that is the gist of what they are saying except there is the provision that was carved out and what he added that the City Attorney, whether or not it is their firm or eventually an in-house City Attorney or however that is, that person should be able to participate in the work and that City Attorney if they wanted to have some type of peer-review done of the work done by Stoel, he believes they could do that. What Stoel is really saying here is that they are going to be the only law firm that is actually going to do the work itself. They are still subject to audit and peer-review but they are the only firm that could be used to do the work in question. They are insisting on that in large part because of the retainer structure of this. Their position is that they are giving the Utility Authority a discount by these retainer services and in exchange for that they want to be the only one that you can use for those types of services and he gave an analogy to that. So if you want to use the City Attorney's office, the City would direct that work.

Boardmember Peterson said that if we request in Section 1.7 where it says, "City shall have the right at any time during the performance of the services, without invalidating this Agreement, to request or order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work, with Consultant having discretion to decline the request for extra work." So he if we have extra work he can decline to do it?

City Attorney said that provision is not within the Scope of Services. What this is talking about is if you want additional work and he gave an example. If there was an agreement to do additional work, there would be an amendment done to this agreement that would address that and that amendment could have the same provision as Section 1.6 where they are the sole source or it could change that.

Boardmember Peterson said in Section 1.7 where it is lined out, it says, "City may in its sole and absolute discretion have similar work done by other contractors." He asked if that was being left out.

City Attorney said that is actually going to be controlled and that is what he is trying to point out in the staff report in that Section 1.6 would control over that provision for work within this agreement, for work that is done in addition to this agreement where there is an amendment then that provision would potentially control.

Boardmember Peterson said in regards to the Errors and Omissions for Professional Liability, do we have that provision back in under Section 5.1.

City Attorney said that is correct. Section 5.1 is the insurance and what they worked on was the professional liability insurance which is the one that is most applicable to attorneys. So they have to maintain the insurance levels consistent with their legal profession and there are details provided in that section (d) that provides that insurance coverage to the City.

Boardmember Peterson said they have it struck where it says, "...and must include coverage for contractual liability."

City Attorney said that was because that particular type of term it was difficult in the context of an attorney to get insurance for so that is why that was modified. But they modified section (d) to make it consistent with the insurance that you would typically have for a lawyer.

Boardmember Peterson said under Section 5.2, General Insurance Requirements, why would we forego additional insured endorsements.

City Attorney said that is a standard issue that they run into all the time dealing with lawyers because lawyers and malpractice policies. The malpractice insurance carrier will not allow the insurance of a non-lawyer directly so that is what makes it a little bit unique.

Boardmember Peterson said so that is acceptable for them not to make us an additionally insured. City Attorney said that is common in those types of policies, yes.

Boardmember Peterson said in regards to indemnification, how are we doing on that.

City Attorney said that Section 5.3 provides the indemnification and he carefully negotiated this. They have both the obligation to indemnify and defend and hold harmless the City of Banning and the Banning Utility Authority. Defend means to pay for all legal fees and costs in a lawsuit. The only qualification here is that it is for lawsuits resulting from personal injury or property damage so if there was another type of lawsuit such as a contractual lawsuit or something of that type, it would not be covered under this provision. The one thing that they took out that Stoel Rives originally wanted is they wanted this originally to read that they had to be found at fault and it doesn't read that way and we changed that that they just have to be involved. He thinks that they have done a good job with the indemnification provision given where Stoel started off which is that they didn't want this provision in at all. City Attorney said they accomplished quite a bit here and got about 80% to 90% where it is favorable to the City and the Utility Authority.

Boardmember Peterson said we discussed this originally in the first go around and that was the hourly rates on the Schedule of Compensation on page 22. He asked if the billing rate had been negotiated at all. Did anybody even try to negotiate the billing rate or did we just accept it at face value.

City Manager said that they did negotiate and negotiated a very good rate and got a retainer fee on the flume piece of this agreement which he thinks is an excellent negotiated piece. The other piece is a per hour rate and that was also negotiated so the first 15 hours is \$360 an hour and if they go for even more hours the rate drops to \$340 and if they go over 30 hours the rate drops again to \$320.

Boardmember Peterson said if this is a negotiated outcome but yet he can recall on the original proposal that this was on the original property with a \$6500 per month flume fee, so where is the negotiation because it is still the same.

City Manager said yes, but it is not where they started before they presented the agreement to the Council. We started at a much higher rate and negotiated and presented that to the Council.

There was further dialogue between Boardmember Peterson and the City Manager in regards to the negotiated price and it being a confidential process.

Chairman Welch opened the item for public comments.

Inge Schuler asked what exactly a contract officer is. The term comes up frequently before and then it is defined here on page 10, Section 4.3. Is this one of our staff who is especially qualified to be called a so called "contract officer"; she doesn't understand that and asked for explanation.

City Attorney said the contract officer is either the City Manager or an individual designated by the City Manager and the purpose of the contract officer is really to manage the day-to-day aspects of the agreement. All key decisions go to the Board but in terms of day-to-day matters they would be managed by either the City Manager or somebody the City Manager designates which is the standard practice.

Chairman Welch closed the item for public comments.

Motion Moyer/Franklin that the Banning Utility Authority approve the Professional Services Agreement with Stoel Rives, LLP of Sacramento, CA in the amount of \$110,000.00 for Legal Counsel Services. Motion carried with Councilmember Peterson voting no.

2. Adopt Resolution No. 2016-02 UA, Awarding a Professional Services Agreement to Albert A. Webb Associates of Riverside, CA in the amount of \$220,900.00 and approving a 10% contingency for a total project budget of \$242,900.00 for the Banning Water Canyon Main Replacement Design (Phase 1).
(Staff Report – Art Vela, Public Works Director)

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

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

Motion Franklin/Moyer that the Utility Board: 1) adopt Resolution No. 2016-02 UA, Approving a Professional Services Agreement with Albert A. Webb Associates of Riverside, CA in the amount of \$220,900.00 for the Banning Water Canyon Main Replacement Design (Phase 1) and approving a 10% contingency for a total project budget of \$242,900.00; 2) Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement for the Banning Water Canyon Main Replacement Design (Phase 1) and authorizing staff to approve change orders within the approved 10% contingency; and 3) Authorize the City Manager to execute the a Professional Services Agreement with Albert A. Webb Associates of Riverside, CA for the Banning Water Canyon Main Replacement Design (Phase 1). Motion carried, all in favor.

3. Adopt Resolution No. 2016-07 UA, Approving the First Amendment to the Professional Services Agreement with Aspen Environmental Group of Agoura Hills, CA in the amount of \$20,000.00 for Environmental and Permitting Services related to the Flume for a total agreement amount of \$102,098.00.
(Staff Report – Art Vela, Public Works Director)

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

Boardmember Franklin commented that we are getting to the point where we can actually definitively say what is going to happen regarding the flume maybe within our lifetime. But it does seem like having Aspen has helped move the process along.

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

Motion Franklin/Moyer that the Authority Board: 1) adopt Resolution No. 2016-07 UA, Approving the First Amendment to the Professional Services Agreement with Aspen Environmental Group of Agoura Hills, CA in the amount of \$20,000.00 for environmental and permitting services related to the Flume for a total Agreement amount of \$102,098.00; 2) Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations and transfers related to the to the Professional Services Agreement First Amendment for environmental and permitting services; and 3) Authorizing the City Manager to execute the a First Amendment to the Professional Services Agreement with Aspen Environmental Group of Agoura Hills, CA for environmental and permitting services related to the Flume. Motion carried, all in favor.

Mayor Welch reconvened the Special City Council meeting.

REPORTS OF OFFICERS

1. Receive and file or comment on the City of Banning's Audited Financial Statements for Fiscal Year 2014-2015.
(Staff Report – Rochelle Clayton, Deputy City Manager/Administrative Services Dir.)

Director Clayton invited Debbie Harper from Lance, Soll & Lunghard to come up and present the audited statements.

Ms. Harper addressed the Council stating that she is here to present the comprehensive annual report that was issued on April 4, 2016 and as a result of their audit they communicate that to the City the in three different letters: 1) Audit Communication Letter; 2) Report on Internal Control Over Financial Reporting; and 3) the Opinion Letter. She explained each of those letters and also went over a few numbers related to the Pension GASB (Governmental Accounting Standards Board) because that was an important aspect in the June 30, 2015 financial statements.

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

Motion Moyer/Franklin to receive and file or comment on the City of Banning's Audited Financial Statements for Fiscal Year 2014-2015, prepared by Lance, Soll & Lunghard, LLP, also known as LSL CPAs and Advisors. Motion carried, all in favor.

ADJOURNMENT

By common consent the meeting adjourned at 5:58 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.

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

05/24/16
REGULAR MEETING

A regular meeting of the Banning City Council; a joint meeting of the Banning City Council, the City Council Sitting in Its Capacity of a Successor Agency and the Banning Utility Authority; and a Schedule Meeting of the Banning Utility Authority was called to order by Mayor Welch on May 24, 2016 at 6:07 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: Councilmember Miller (*excused*)

OTHERS PRESENT: Michael Rock, City Manager
Anthony R. Taylor, City Attorney
Rochelle Clayton, Administrative Services Dir./Deputy City Manager
Alex Diaz, Police Chief
Heidi Meraz, Community Services Director
Arturo Vela, Public Works Director
Fred Mason, Electric Utility Director
Brian Guillot, Community Development Director
Tim Chavez, Battalion Chief
Sonja De La Fuente, Executive Assistant/Deputy City Clerk
Marie A. Calderon, City Clerk

The invocation was given by Frank Mott. Councilmember Moyer led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

City Attorney Taylor announced that there were four items on the closed session agenda that he previously announced at the beginning of the closed session. The first item was conference with legal counsel existing litigation in the Cassadas, et al., v. City of Banning matter and it was discussed in closed session and there is no reportable action at this time. The second matter was conference with legal counsel existing litigation the Smith v. Hanna matter that was discussed in closed session and there was no reportable action at this time. The third item was conference with legal counsel existing litigation in the Robertson's Ready Mix, Lt., v. City of Banning and the Banning City Council matter and that was discuss in closed session and there was no reportable action at this time. The final matter was a non-litigation item conference with labor negotiator, with the designated representatives being City Manager Michael Rock and Deputy City Manager Rochelle Clayton, employee organizations: International Brotherhood of Electrical Workers (IBEW) – Utility Unit and International Brotherhood of Electrical Workers (IBEW) –

General Unit, and San Bernardino Public Employees Association (SBPEA) and this matter was discussed in closed session and there was no reportable action on that item.

PUBLIC COMMENTS

Inge Schuler, resident expressed a huge “thank you” to Councilmember Peterson for pursuing the Grand Jury investigation and that the citizens expect that the recommendations be implemented from what she has heard. She also brought up again the forensic audit of the utility company and to put the item of the Sun Lakes water bill back on the items for future agendas so that we can get all these problems resolved.

Dorothy Familetti-McLean addressed the Council regarding what happened last week in our neighboring city, commented on the Vanir project across the street from the police station and said we do not want a probation department in the center of town (attached letter Exhibit “A”).

Jennifer Johnson, Service Manager at Fisherman’s Market and Grill addressed the Council regarding the homeless situation in our city being bad but she doesn’t think the Council knows how much it is harming the local businesses. It is not just their business and she has spoken with numerous other business owners and managers that are having the same issues. The homeless people are teenagers, old people, men, women and every race and ethnicity and it is getting progressively worse each week and as it is now they are discussing if they need to hire security guards at their location because of the criminal activity and the homeless people. It is costing their business an extra \$1000 a month to do business in Banning. The police move them along but state that there is nothing else they can do. It is not simply an eyesore. It is a safety issue, a sanitary issue, and a monetary issue. She has tried fixing some of the problem herself and have taken away all of the ashtrays on the property, went to city hall to get the no-trespassing codes to put no-trespassing along their property and they were told there is no codes. She said that she made a list of problems that they are having at their location for the Council to see what they are dealing with (see attached list Exhibit “B”). She knows that homeless people are a problem but it is not just homeless people there is a lot of criminal activity in our city as well. She thanked the Council for letting her speak so that they are aware of what is happening to the business in our city.

Gary Hironimus addressed the Council stating that he has to agree with what was said about the San Gorgonio Paseo issue. It has to be six months ago that he stood before the Council and said do not give Vanir this project. He said that it was nothing more than a card shuffle. There is no difference between Vanir, Pearlman, Banning Office Ventures LLC; nothing. He told the Council at that time nothing would happen and it would be delay, after delay, after delay. If he remembers correctly they were required to break ground in January or earlier and nothing has happened. He asked if they have even made a single payment on the million dollar property. What are we doing? This needs to stop.

Don Smith, resident addressed the Council following up on what Ms. Johnson said. He doesn’t have an answer and wishes he did but it something that we need to study more than we are studying. He knows that the City is working on the Banning Business Center and progress is being made there and it is good but it is not the only place where we are having a homeless problem. He said that he has one piece of commercial property in town that several times a

month he has to have his groundskeeper remove human feces from the front of the stores before the businesses open. This is a problem and it is getting worse and he wishes he had an answer but it is something we need to study.

Frank Burgess followed up on what was said in that this past week his trucks were broken into, one of his tenants had his vehicle broken into and they tried to steal it but actions got to be taken. Not just sit here and smile at us and say nothing and play the dumb act. You have never once given the City Attorney instructions when we stand up here on things. He doesn't understand the Council with a smirk on your face, looking at us but you never follow up. A lady spoke about the Sun Lakes Country Club water bill. How many months and how many hundreds of dollars have we paid the attorney to process that through? Get off the dime and let's do something for the citizens of Banning. As far as the San Geronio property he would like to have given back to him a report as to when Livingston was legally publicized as a closed street. He wants you as the Mayor and Council to notify him when the public hearings were heard, when the notices were sent out, and a record kept that that street has a right to be closed. Did you deed it to the people, did you do it illegal, or did you do it legally because all these months it has been closed. Put a smile on your face and try to do something for the citizens of Banning, and not just thinking shut up he will go away in a minute but that is not what is happening. If he needs to address that to the City Attorney or the City Manager, he will be happy to do so but we are not supposed to.

Councilmember Peterson said for the public in going back through history a little bit and something that he has learned in researching the homeless, since that seems to be a heavy topic, in 1982 President Ronald Reagan stopped giving or providing the state of California Community Block Grants which use to subsidize or fund our mental State hospitals in the state of California. If you go back in time you can remember that we used to have Norwalk Metropolitan State Hospital, Camarillo, Patton State Hospital and we had a lot of them where the mental illness people used to go and they were housed there. Since the funding was stopped those people were released and actually they were given a choice that you can go if you like or you can stay if you want. Well given that option many of them bailed out so they have all ended up on the street. A lot of times when he hears the people coming in and expressing their interest in the homeless and he also has his opinions about the homeless but what was once a State problem and a State issue and State funded facilities. The State turned their back on it and then dismissed all the patients and the patients come out on the street and they continue to flourish on the street and it has become a County and local issue. But he thinks there is only so much at City level what we can do and he really wishes that the people would express a lot of that concern to their State people and a lot of it should go up there because that is where it started. When the State stopped funding they created this mess and it's not something that we did locally but please contact your State representatives.

Jerry Westholder, resident said he agrees with the Vanir project across the street. He wrote about this two years ago and spoke before City Council about it and everything he said has been 100% true and nothing has been done about it. In regards to the homeless issue he doesn't think anybody in this building has had to work with homeless. He worked with the homeless for eight years and they had one of the best funded and run projects in the City of Rockford, Illinois. He has first-hand experience with the homeless and he can tell you for a fact that 80% of homeless are there by choice, and 20% of them are mentally incompetent. There is such a thing as homeless disease that after a while when a person is on the street long enough they develop

mental illness and it cannot be handled with a cold weather shelter. This has to come with a multi-faceted plan in order to deal with it effectively. When Chief Horton was here they were instructed that it wasn't allowed and so a lot of these guys got free rides out of town and they were told to move out because we used to have all kinds of camps along the trains and they were broken up and asked to move along. When they had a pro-business police department those things were done and the businesses were protected in Banning. He just read an article the other day about a little town in New Mexico and what they do is that they have a van and they pick up all the homelessness and put them to work anywhere from between \$8 to \$12 dollars an hour and they have a whole week of work and it is funded through the City and if the people don't want to work, they are invited to leave the city. It is a multi-faceted program but unless we, unless you have a plan of attack, the police department needs a plan of attack, the City needs to have a plan of attack, we need to have a policy. When he worked with the homeless he had every social agency there every morning when they fed the homeless breakfast and people either got well or they did not get well and they left. This is a problem that you need to deal with. You need to come up with a plan of attack instead of dealing with developers who don't do anything for our city and all they do is take advantage of our City and programs and fatten up their pockets and maybe help out a few other people but they don't help the community.

Chief Diaz said he wanted to make sure that our business people leave with some answers and wanted to make sure that they don't leave our premises here with at least some hope. He understands their frustration. It has been a very difficult year and a half for them having to deal with the issues related to Prop 47. For example, late last year they received a bill from the Sheriff's Department for over bookings so they had to pay the Sheriff's Department about \$4,000 for the additional cost of bookings. They are billed per arrest, per booking and he thinks it is going to happen again this year because they went above their average. He said that they were arresting people, the drunk in public, the people begging outside the stores; they were doing their due diligence. However, they have no control over when they are released. The Sheriff's Department has an issue right now with bed space so the people they are going to be releasing are the people with low level crimes and they are released back into our community. Things were done in a different manner a few years back as it was mentioned by Mr. Westholder that we had a Chief of Police here that mandated that we do certain things. We can't do a lot of those things that were being done back then because homeless people also have constitutional rights that we must observe and follow. He said that they are working on a plan and the officers are instructed to go out there and move people along and if they can be booked, they are definitely booked. If they have warrants current in the system, the police will take them and bring them forthwith to the judge or book them in the jail however, they have no control of what happens to that person after the process is completed at the jail and more than likely they will be released. He said that they are working with Faith in Action and he understands that the emergency shelter is not a solution and is a patch to a very big problem that we are facing in the Pass Area and throughout California but it is something. Recently he went out to the desert to do a tour of a facility out there that offers a homeless outreach program but unfortunately we are talking a lot of money. It is not cheap but we do have a moral obligation to take care of our citizens. They are working as fast as they can and please do not lose hope. They will come up with a solution that will be a multi-faceted solution. A program that is going to involve every aspect of law enforcement but we have to wait for that program to be inceptioned in order for us to act on it but in the meantime the police will continue doing what they have to do to make sure that our business people are safe.

CORRESPONDENCE: There was none.

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

City Council

Councilmember Franklin –

- In regards to the homeless issue this is a problem across the state. She sits on a statewide group that meets as a part of the League of California Cities and this has been the conversation that they have had since about the middle of last year and the frustration is felt throughout the state. There have been a couple of programs presented that different locations are doing but unfortunately none of them are successful; they are successful up to a degree. She has had conversations with some cities in terms of busing people from place to place and we were accused of busing people away and she had to tell them that we don't have any money to be able to bus people anywhere. At the County level we have had some conversations with Public Health and they are receptive to us having hopefully, some more in depth conversations about trying to get some funding more on a local level for cities to be able to do some of the things that they are doing in some cities but not being done across the county.
- She said she forgot to report back regarding the Southern California Association of Governments where she represented the City along with Councilmember Moyer a couple of weeks ago and the meeting was along the lines of what we agreed that we would vote on and all of those motions passed. There was discussion about autonomous cars, what is happening in the future regarding what kind of jobs are going to be out there so that everybody knows that everyone is looking towards what is happening in the future and how do we prepare.
- The Annual Cops versus Clergy Basketball Game will be held on Friday, June 3rd at 5:30 p.m. The funds that are raised will be going towards providing backpacks and school supplies for our students.
- A Water Alliance meeting is set for tomorrow night and they will be talking about the Integrated Regional Water Management Plan and how we might as a region be able to participate in a plan that will hopefully bring some more monies to our area to help address some of our water problems.
- She wanted to really commend our high school seniors. They had their Senior Awards Ceremony last night and over \$56,000 dollars was given away to some of our students. Our Valedictorian has a 4.4444 GPA and it was really good to see how many of our students are doing so well. Our Key Club had about 20 students that are seniors and they have done over 600 community service hours this past year alone. So we have some outstanding students coming up in our future.

Councilmember Moyer –

- The Banning Community Advisory Committee is hosting a Leadership Academy that starts June 1, 2016 at 6:00 p.m. and will be held in the large conference room here at city hall. It is a six week program and every week will be a different department and they will explain to you how their department works, what they do, how they are funded, etc. At the end of the six

weeks, those that participate will be recognized here at the City Council meeting and will receive a Certificate of Completion. If you are interested, please call Sonja De La Fuente at 922-4860 and she will reserve a spot for you. So if you really want to learn how this City operates, that is a good way of doing it. The session will only be an hour to an hour and a half at the most and they will really be informative.

Mayor Welch –

- Last night he went to the awards program at the high school and he was very, very impressed with the students that were there; they are just outstanding. The one that Councilmember Franklin was talking about, the Valedictorian with the 4.4444 GPA, not only was she Valedictorian of her class she is going to UCLA and the school gave her the brightest pink bicycle you will ever see for her to ride at college. It was a very positive event and he would like to say congratulations to all of those seniors that were there last evening; they are certainly helping put Banning on the map.

City Committee Reports - None

Report by City Attorney – No report at this time.

Report by City Manager – No report at this time.

CONSENT ITEMS

Councilmember Peterson pulled Consent items 2 and 3 for discussion.

1. Approval of Minutes – Special Meeting – 05/10/16 (*Closed Session*)

Recommendation: That the minutes of the Special Meeting of May 10, 2016 be approved.

4. Adoption of Resolution No. 2016-45, Establishing an Ad Hoc 2+2 Committee with the City of Beaumont to Discuss Cannabis Regulation and Resolution No. 2016-46, Establishing an Ad Hoc 2+2 Committee with the City of Beaumont to Discuss Transit Operational Issues.

Recommendation: That the City Council adopt Resolution No. 2016-45 and Resolution No. 2016-46.

5. Report of Investments for March 2016

Recommendation: That the City Council received and file the monthly Report of Investments.

Motion Moyer/Franklin that Consent Items 1, 4 and 5 be approved. Mayor Welch opened the item for public comments; there were none. **Motion carried, all in favor with Councilmember Miller absent.**

2. Approval of Minutes – Regular Meeting – 05/10/16.

Councilmember Peterson said on May 10th, the last Council meeting, he was reading the minutes from the session on the Grand Jury Report and there was quite an extensive chat from all the Councilmembers and him particularly, on the Grand Jury Report. When it was opened up for public comment in reviewing the film he notice that one of our citizens Gary Hironimus was approaching the podium and he heard some profanity being made from the dais and the profanity came from our Mayor which upset him because what he was talking about he guesses was the conversation and the report from the Grand Jury. His comments were not in the minutes which kind of surprised him but he wanted to make sure that they get into the minutes today. At this time he played what was said as follows: *"Councilmember Moyer said, "let them talk but I have been sitting here patient..." Mayor Welch, "My patience's are gone, there is a bunch... WOW from Mr. Hironimus coming to the podium. Mayor Welch "...of bullshit up here."* Councilmember Peterson said with that the comment which he felt was completely out of order and whether or not the Mayor's patience was over or not the mere fact to make the remark that there is a lot of bullshit up here he thinks was really uncalled for and really disturbing to him particularly after we were talking about the Grand Jury report which obviously the Mayor was referring to the Grand Jury report and his summary of the report as well. So he just wanted to make sure that was read into the record. We have already had this with you and we have had the comments of "good, they are all leaving" and now this one and somewhere along the line he thinks those comments, under-breath or whatever, it was good enough that it was heard on the tape and if it is on the tape, that means the people sitting at home can hear it and furthermore, like he said you are degrading the Grand Jury Report that took a year to write and a year to investigate. Ironically it is our second Grand Jury Report in six years. Most cities go forever without a Grand Jury Report and we get two in six years and you think that it is bullshit. So he just wants it on the record and this time he can make sure that the City Clerk can get it in the minutes for the future.

Mayor Welch said it is time for him to defend himself. If you recall, it is very simple to take a voice bit of any meeting and put it on the radio or a computer. The second thing is, he apologizes for those two words. If he could have found cleaner words to say, he probably would have said it anyway. It was in response to Don Peterson's accusation that he improperly handled a piece of confidential information from the Grand Jury had nothing to do with what was in the Grand Jury Report at all. He accused him of blatantly hiding the results from Counsel and Council Members when I read you, and that wasn't in the minutes either, when he read you the directions that were given to him that received that report for the first 48 hours and at the 48th hour he turned that report over to the City Manager who shared it with the City Council. Now, for him to sit here and keep taking a lot of this stuff, he doesn't think anyone of you, maybe a different word, would have any different response. But it is time for us to quit picking on each other and really start looking out for the city of Banning. We hear this at every meeting and we get accused every one of us on the dais and all five of us get accursed of something out of line. Every time we turn it personal we lose our focus on where we should be going. Mayor Welch apologized to Don Peterson for his remark, and said he could have used something else. He apologized for saying "good, they are leaving" but people, we are fighting among ourselves. We have a community in Banning that is absolutely outstanding and we are not opening our eyes wide enough to take care of the treasurer that people left us and move it into the future. We are too busy fighting each other's personalities, giving political talks and running for office; it's wrong.

Councilmember Moyer moved to approve the minutes as amended. Seconded by Councilmember Franklin.

Mayor Welch opened the item for Public Comments.

Inge Schuler said that it is disconcerting that the Mayor's use of profanity is not included in the minutes considering he is the guardian of extreme propriety when he held the Planning Commissioner accountable for accusing the Mayor of being an alcoholic and used that as a reason to remove him from the Planning Commission. It is common knowledge that our esteemed Mayor is not the poster child for sobriety and for his use of the four letter words in the vernacular that is totally unacceptable. Those who have known her for a long time can attest to the fact that she has both the diction and the imagery to make a stevedore blush and that without lobbying the F-bomb. She suggested the use of a thesaurus and next time when you feel like using BS call it bovine excrement and you will be okay.

Gary Hironimus said having actually been here and witness several of the Mayor's outburst himself he would simply say if you can't handle the accusations from the public, then perhaps you shouldn't be sitting where you are sitting.

Frank Burgess addressed the Mayor stating listening to your remarks there about the letter addressed to you, you are the Mayor of the five only by appointment. What you know is supposed to be shared with the other four Council Members so to take that letter and say that it was yours personally and no one else's, is not true. He said that he spent 12 years on this City Council in the City of Banning and he is well aware of the rules and he even thinks the Attorney would even tell you so. You have an obligation to let each one of those Council Members know; that is your position. You took no action and you took it home and what you did with it he doesn't know but he does know that no one is listening to the Grand Jury. The Grand Jury is becoming the laughing stock of the country because they make recommendations and not one city adheres to their recommendations. You had as it was mentioned a few years back \$160,000 dollars money that they requested the City get back and not one effort was ever made to retain that money. So the Grand Jury has got to get some tougher teeth and he happened to be involved in the Grand Jury a few years back and they walked into his office and gave him six notebooks of information he had on certain facilities here in Banning and said they were sorry their time was up and they had to have a report done and ready by June 1st and they handed the books back to him and he didn't do as well as Mr. Peterson and he thanked him very much for doing it and he followed up. He said he still has the books and he hasn't followed up yet but it is not over. But because you are told something in this City by this City Manager or this City Attorney they have the right to know. They are part of the team and the team is all five of you and to take it that you are the only one that is supposed to know anything is out of line.

Mayor Welch asked the City Attorney to repeat what he repeated in the meeting when that accusation was brought up about him and the report.

City Attorney said he is glad to do that and he thinks under the Brown Act that is a response of staff which he can make but he wanted to caution the Council here and he doesn't want to get to far afield here ultimately from just the approval of the minutes issue on this item. The letter was read the last time, we went through the letter and the letter by the Grand Jury was unclear and did

not say what it could have said which this is a letter to the City of Banning and please distribute this to the entire City Council. The direction from the Grand Jury actually was quite clear too. It didn't say the City Council could have private discussions within that 48 hour period. Instead what the Grand Jury directed is that we promptly put it on the public agenda and discuss it in public which is exactly what we did at the last meeting. So he thinks that every effort was made to comply with the Grand Jury's direction and he doesn't necessarily want to get sidetracked given that this is not the agenda item here; we are just focused on the minutes here.

Mr. Burgess said it didn't say to do it, and it didn't say not to do it and you still have an obligation to notify your fellow Council people on it. But anyhow stick to the agenda and have a nice evening and do right for the City of Banning and not sit here like he already went through. Keep your mouth quiet or turn off your mic and you won't get into those kinds of troubles.

Jerry Westholder addressed the Mayor stating that he takes issue with his comment. He agrees that this is a great city and he agrees that it deserves better but he disagrees with him saying we are fighting amongst ourselves, politicalizing, and running for office. The reality of it is that he sat in these meetings week after week and hear 90% of the audience be in contrary with a majority of this Council and the majority of this Council votes with developers, the county and votes with whomever they feel or who is supporting them or whoever they brought in and not listening to the people so he takes issue with the Mayor on that. We have all been accused of this, that and the other and the reality is that sometimes you just have to let it be water off a duck because that is not acceptable. You fired Dave Ellis for the same thing and that is wrong. It is very hypocritical, very hypocritical and he takes issue with that.

Ron Duncan said that he wanted to comment on the Grand Jury situation with respect to what they were told time wise. He said that they made a phone call to the Grand Jury because they read the same thing that Mayor Welch read and the Grand Jury said under no circumstances can you reveal anything in this report for the 48 hours period. He said that they were going to share it with their board and the Grand Jury said no, not until 48 hours had passed.

Mayor Welch closed the item for public comments and said there is a motion on the floor.

Motion carried, all in favor with Councilmember Miller absent to approve the minutes of the Regular Meeting of May 10, 2016 as amended.

3. Resolution No. 2016-44, Establishing Time Limits for Conduct of Business at City Council Meetings and Repealing Resolution No. 2010-38.

Councilmember Peterson said this was prepared by City Manager Michael Rock. At the May 10th meeting the Stole Rives contract was at the end of the agenda. The City Manager has a way of placing items of high controversy that is going to get a lot of heat and public comment at the end of the agenda and guesses that it is his way of making sure that the public gets tired, goes home and then he doesn't have to listen to all the comments from the public thus the reason why it is at the end. If it was an important item, he would bring it up front and that way we make sure the item gets approved. But in any event he placed this item at the end of the agenda and that was the night that the Grand Jury Report was discussed and there were some other things that took up a little more time than normal. But it approached the 9 o'clock hour and under the

present ordinance once 9 o'clock comes the entire City Council is polled and it has to be a unanimous decision by all Council Members to go past the 9 o'clock hour which is reasonable. That night Council Member Miller who had been ill, in and out of the hospital since March 18th, and was in the hospital up to a week prior to the Council Meeting was not feeling well and made the comment that he was cold. He looked over at Council Member Miller and saw that he was cold, snuggled down into his clothing, his voice getting weak and very low. Knowing that his condition was frail and when he said he was cold, he assumed that Council Member Miller meant he wanted to go home. So when it came time to vote and unfortunately the Stole Rives contract was not approved but he voted no to continue past 9:00 p.m. Now Michael Rock cites in his staff report that this would better accommodate matters of urgency if we change this ordinance. He is not considering the individual Council member whether or not they are tired, whether they are cold, whether or not they feel well, considering the health and welfare of the individual in thinking or anything else, it is whether or not it is a matter of urgency. Now some of you were here during the 5 o'clock hour when we discussed the Stoel Rives contract and in that contract it says that we can utilize the City Attorney for water matters. Now there was an attorney meeting for the flume on May 18th and he realized that but if it was really a matter of urgency and we needed to have an attorney, our 40-year experienced City Attorney in water could have certainly sat at that meeting after all we haven't had an attorney at a meeting for over a year so he is pretty sure that David Aleshire could have gone to that meeting so he doesn't find that to be a matter of urgency. So what we have here is a City Manager who approached the Mayor after the meeting saying that we can change the ordinance where it doesn't take a unanimous decision; it only takes a majority and the Mayor said he didn't want to fight that for three months and it is not anything that I care to do. So he thought that would pretty much be the end of it. But then all of sudden he sees it on the agenda and we are talking that we are going to do this because of a matter of urgency. If the item is really a matter of urgency, why isn't it up front? Why don't we have that up front instead of all this other dog-and-pony stuff that could be at the end and if it doesn't get passed, then it could go to the next meeting. He doesn't see any reason why we should have to go past 9 o'clock and if it is in our present ordinance that it takes a unanimous decision to move the meeting forward, then it should be a unanimous decision to change the ordinance; what would make it any different. So here again this is something that is City Manager driven; not Mayor driven. This was something for more control and something for our City Manager to move forward and to better fit his agenda. He doesn't think that this is something we need to change. How many times has it came 9 o'clock and have we ever said no; he doesn't think they have and the one time that we have a Council Member who already has a history of being ill, is in the hospital right now as we speak, and nobody takes into consideration maybe there was a reason why we didn't go past 9 o'clock but in their mind Peterson is evil and he is trying to stall the Stoel Rives contract so we will change the ordinance and take that little power away from him. He doesn't think that is the way it goes.

Mayor Welch opened the item for public comments.

Gary Hironimus thanked the Council for changing these meetings to 6 p.m. instead of 5 p.m. although he is sure probably at least a few of you are not happy that it allows him to address the Council in person. He appreciates that the Council allows the general public that does work full-time to come and be a part of these meetings. However, he has to agree that the change to extend the meeting past 9 o'clock by a simple majority instead of unanimous is not needed and counterproductive. There is no secret that there is some animosity up here between certain

members of this Council. He sees this simple majority vote as an easy way to stick it to somebody who may be feeling sick or may have a family issue or something they wanted to do past 9 o'clock. As Mr. Peterson has said very, very seldom would that ever be invoked to not go past 9 o'clock. If there are important things and the Council doesn't have anything already scheduled later, then you likely would be unanimous and say let's work past 9 o'clock and get this business done but if one person has something they need to get to or is feeling sick, he shouldn't be held hostage to a simple majority of saying we are going to keep going here. He said 6 p.m. is great and as far as extending it past 9 p.m., it needs to go back to a unanimous vote and not a simple majority.

Inge Schuler, resident said it is absolutely preposterous to assume that a city of this size regularly needs more than three hours twice a month to attend to business at hand; this is not Los Angeles. Start at 6 p.m., finish at 9 p.m. and continue having a unanimous vote to extend time if absolutely needed. Put the important issues that concern the citizens at the beginning. Have the mundane stuff to the later part and then Mayor Welch will not have to comment, "Good thing, their leaving" letting everyone know how he feels about the democratic process.

Jerry Westholder said that he thinks that Councilmember Peterson is very, very accurate in his statement. He would have to echo what the last two speakers have said and he thinks that if this passes it is going to show the community how self-serving City government really is. It is going to expose the hypocrisy because it does not take into consideration the feelings of its citizens or the people who make it a point to be here. He thinks it is very, very important that you have a unanimous vote. If not, he thinks it will show all the people what this Council really means.

Don Smith addressed the Council said that he thinks most people that were at the last meeting at the end realized that Ed Miller wasn't feeling well and that is why the meeting didn't continue and probably if Ed Miller would have said let's stop and do this some other night because he was not feeling well, the majority would have said okay. He said he was in favor of changing the opening time to 6 p.m. even though he often could be here by 5 p.m. Like other speakers he appreciates the Council changing the starting time to 6 p.m. He said when he was on the Council they used to start at 6:30 p.m. and often would go, if necessary, past midnight because that was our job and there were things on the agenda we did our job and if when they had those issues, occasionally and not regularly, happened where people wanted to stand up on one topic and speak for an hour like at the last meeting, it didn't mean that the other things on the agenda weren't important. For most of the history of Banning the Council finished their meetings and it wasn't until relatively recently that a Council decided that their bedtime was 9 p.m. and that the meeting needed to end so they could go to bed. When the Council originally said that you were going to go to 6 p.m. he supported it and back then he said he didn't think the 9 p.m. time limit is going to work and thinks it is a mistake, he thinks you should get rid of it, he thinks you should do your job; that is still his position.

Mayor Welch closed the item for public comments.

Motion Franklin/Peterson that the Council extend the time past 10 p.m. with a unanimous vote to continue past 10 p.m. Motion carried, all in favor.

Councilmember Peterson said the only other thing he would add is put urgent matters up front.

City Manager said that they cannot put the entire agenda up front so they will do the best they possibly can to make sure. For example, this evening the Stoel Rives contract was at the beginning because it was an urgent matter. Also, for the record, Mr. Miller voted in favor of extending the meeting on May 10th.

JOINT MEETING

Mayor Welch recessed the regular City Council Meeting and called to order a Joint Meeting of the Banning City Council, the City Council Sitting In Its Capacity of a Successor Agency and the Banning Utility Authority.

REPORTS OF OFFICERS

1. Review and Requested Direction concerning the Draft Demand Letter to the Banning Chamber of Commerce requiring payment of overdue utility bills and requiring compliance with other terms of its lease with the Successor Agency.
(Staff Report – Anthony R. Taylor, City Attorney)

City Attorney Taylor gave the staff report on this item as contained in the agenda packet. He said that he did receive some additional information that was delivered to the City Manager during the course of their meetings this afternoon and those appear to be documents that he needs to spend a little bit more time verifying but they appear to be documents consisting of a bank statement from the Chamber which they purport demonstrates compliance with establishing the maintenance fund with a minimum balance of \$10,000 and they also provided documentation through the City Manager that the City of Banning and its officers are named as additional insured under their insurance so we have had a new development is afternoon. He also understands that there is an indication of payment on the utility matter but he doesn't believe any check has been sent into the City at this point. So there is documentation that he would need to verify and he thinks that may cause them to revise the demand letter.

Councilmember Peterson said that in paragraph 2 of the Demand to Pay in going down through that were you write, "...the City will be forced to take all necessary and appropriate legal action to recover the Utility Bills owed by the Chamber to the City." But that does not include eviction and we have already taken steps by sending a demand letter in 2014. We've already got a Grand Jury investigation and a report so we have taken steps and we have a lease that says what happens where there is failure to pay. So he doesn't understand that because in the other sections of the letter you do put in there by failure to provide \$10,000 and by failure by the other that you will start the eviction process but you failed to include it in that one thing with the payment and nowhere do you say payment in full.

City Attorney said the intent by stating the exact amount to the penny was to say that it was payment in full but he can certainly write those words in there "payment in full". The way he drafted this he believes is consistent with the way that the lease agreement is written and they reviewed it very carefully. He would recommend the most prudent course of action with regard to the amount of the overdue utility bills they will be filing a lawsuit first which is something he understands the City hasn't done previously. Certainly as part of that lawsuit you could ask for a

number of remedies including eviction but he thinks it would be prudent the way the lease is written to get a judicial determination on that issue and so that is why he chose the words he did in this portion of the letter.

Councilmember Peterson said that in regards to the lease, item 9, page 4 where it talks about utilities and also looking at default and remedies on page 6, items 16 and 17, he thinks with the utility and what the consequences are certainly falls under the default and then the remedy is explained fairly well so he thinks the lease was well written. He thinks that there are remedies in the lease already.

City Attorney said he doesn't disagree with any of that and just thought a prudent way to approach it was to go through a legal process the way that he read it and what that does provide is additional legal safeguards to the City that it is ultimately a court making that determination.

Mayor Welch opened the item for public comment.

Gary Hironimus addressed the Council said that he also looked at this letter and he was a little bit confused and read from the minutes, "City Attorney said he thinks that there was multiple motions and amendments but here is what he understood and what he has proposed. That the City Attorney would bring back for the next Council meeting a draft demand letter that would include as part of the demands the \$10,000 dollar deposit amount, the money owed as identified by the Grand Jury of approximately \$15,000 for the past due utility amount, and also a demand to add the City as additionally insured if that has not been done, and that it would also include the statement by the City if these demands were not complied with, that eviction proceedings would be initiated, and that the timing for that would be 60 days." Mr. Hironimus said all three demands otherwise eviction; it is not what the letter says. The letter makes absolutely no mention of eviction based on failure to pay the utilities. He would like to remind everybody here that we heard that the then City Manager Randy Anstine had approved that free utility handshake deal and claimed that he had the authority to do so; well that is wrong and he didn't have that authority. Banning has a municipal utility that is publically-owned and he knows what that because he works for a publically-owned municipal utility, Riverside Public Utilities. Every dime that the utility has is considered rate payer money. It is against the law to gift that to any group or individual. So Randy Anstine never had that authority to begin with. Part of the lease is that they pay utilities. Now if they have come up with the \$10,000 and they have come up with the evidence that the City is insured that is great but that is only two of the three that need to be satisfied otherwise eviction proceeding should commence.

Mayor Welch closed the item for public comments.

Councilmember Moyer moved that the Council instruct the City attorney to send the letter as presented.

Councilmember Franklin said she believes that the City Attorney has some additional information and she was curious what his next steps would be with the information that you may or may not get.

City Attorney said what he would do is basically review and verify the information that he received since it just came in today and that would potentially address the issues of the last part of the letter. You could still direct him as the motion was made by Mayor Pro Tem Moyer, you could still direct him to send the letter the way it is drafted and the response could be back from the Chamber we've given you the documents and we are complying with the last two provisions. He could also add a sentence in there at the City is verifying that information.

Councilmember Franklin seconded the motion.

Councilmember Peterson disagreed. He doesn't think the letter should be sent in its present form. He thinks the City Attorney already said that he has additional information, there are things that need to be changed in the letter so to send it this way is wrong. This is a draft, the draft is improper and it doesn't have all the information in it and he thinks the draft needs to be re-written and then sent with the changes.

Councilmember Moyer said he is not withdrawing his motion and believes the City Attorney has given us exactly what we asked him to give us. He doesn't see any reason to have him bring back another draft letter in two weeks which means it extends the 30 days out to 44 days.

Councilmember Peterson said the nice thing about these proceedings is like the citizen commented that this is money that should have never been gifted. There is a Grand Jury Report telling us what to do, we have already discovered that there are discrepancies in the letters that should be corrected and this is all recorded so the next step is that he has no problem going to the FBI next. So if we want to continue to play these games, he goes with the games; it makes no difference to him. But one way or the other we need to learn to play by the rule and this is not the rule.

Councilmember Moyer said we are telling him to pay and we are getting everything you asked for.

Councilmember Peterson said we are not doing everything. The City Attorney already said that he has received new information which needs to be changed in the letter, that he would also add "needs to be paid in full", and would add the other items according to the minutes of the last meeting so it really doesn't make any difference to him and if you want to approve it, go on record that way; there are three of you, approve it.

Councilmember Moyer addressed Councilmember Peterson saying do whatever you want to do, you want your pound of flesh you are going to get it, and you are also going to get your notoriety. **He would amend his motion to read, "once it is verified, the information, correct the letter and send it."**

Councilmember Peterson agreed to that.

Councilmember Franklin said the City Attorney also made a comment earlier that he was going to add another sentence she believes in the first part.

City Attorney said that he could add two sentences just so the motion is clear. One, he would add a sentence that we are verifying the information that was provided to us. He said that he was a little troubled by the accusations that he is doing something that is not complying with the Grand Jury. He thinks that he has done everything and that this Council has done everything to comply with this Grand Jury Report and if anything, maybe the letter is too strong because they provided us some additional documentation. So he thinks that sentence addresses that issue. But also if there is any confusion here that eviction would not be a remedy sought in court under the demand to pay utility bills section of the letter he is glad to add a sentence there that says, "As part of the remedy sought in the court action those would include not only payment of the money but also eviction." We are not trying to go soft here at all. What he was trying to say earlier is that as part of the court process would be the eviction request. He just prefers to go through a court process. There is no intent to go easy here.

Mayor Welch asked somebody to repeat the motion so that we don't go through this again.

City Attorney said so basically the direction is that he is authorized to send the letter that is in the agenda packet on page 63 with two additional changes with one, adding a sentence at the end of the demand to comply with other obligations under the lease that we have received additional documentation as he has described and in the process of verifying; and then also adding to the demand to pay past utility bills a sentence at the end of that section saying as part of the legal remedies sought in court, if necessary, that would include eviction proceedings.

Motion carried, all in favor with Councilmember Miller absent.

2. FY 2015/16 Mid-Year Budget Review and Adjustments
(Staff Report –Rochelle Clayton, Deputy City Manager/Administrative Services Dir.)

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

Councilmember Moyer said for clarification on page 64-M, it should say "Airport Fund".

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

Motion Franklin/Moyer that the City Council, Authority Board and Successor Agency approve Resolution No. 2016-47, the Resolution No. 2016-08 UA, and Resolution No. 2016-03 SA, authorizing the Administrative Services Director to make necessary budget adjustments to implement the mid-year analysis. Motion carried, all in favor with Councilmember Miller absent.

SCHEDULED MEETING

Mayor Welch adjourned the Joint Meeting and called to order a Scheduled Meeting of the Banning Utility Authority.

PUBLIC HEARING

1. Receive and File Comments related to the 2015 Urban Water Management Plan
(Staff Report – Art Vela, Public Works Director)

Director Vela said the purpose of this presentation is to go over the draft of the 2015 Urban Water Management Plan which earlier today a workshop was held to go over the plan in more detail than he would be giving now. The ultimate idea of presenting this again is to allow the public to see the presentation again and for the City Council to receive and file any public comments that are received. At this time Director Vela started the power-point presentation (attached Exhibit “C”).

Councilmember Moyer said we have two major projects that could be coming down the road, the Butterfield Project with Pardee, and the Rancho San Gorgonio Project. This report indicates that there is adequate water for both of those projects and is this correct.

Director Vela said there is. The demand values that are in this document are based on the Water Supply Assessment Study that those projects be completed. Like is showed in 2040 we do have that slight deficit but that could easily be made up with the amount of water we have in our storage account. If we kept that deficit it, would take us 150 years to basically use up if we didn't put any more water into it.

Chairman Welch opened the public hearing on this item.

Cindy Barrington, resident said that she had a question about the projects and the fact that there is adequate water. She knows that the San Gorgonio project alone is going to add 5000 to 55000 rooftops. As a resident she is just wondering why, if we got plenty of water to add between the two projects roughly 10,000 more houses, why are we having to have water conservation. Why are we only able to water our lawns on certain dates? She knows that it is State mandated but she has lived in Banning for 16 years and through that whole time we've been in a state of drought and we have to watch our water so she is wondering why now all of sudden to we have all of this water enough to add all these houses.

Mayor Welch closed the public hearing seeing no one else coming forward.

Director Vela said that he wished he had a better way of putting this because that question has been asked quite a bit and his answer has always been that the drought that we were in for us, the City of Banning, was a regulated drought. We had to implement these conservation measures in order to meet the goals of the State that they put on the City of Banning. If we did not meet those goals, we were going to meet some pretty steep fines. Physically we were not in drought. Our water levels stayed relatively flat and we did see some drops in our water canyon because the aquifers there are a little shallower than some of the deep wells in the downtown areas. We don't rely on imported water although the water that we do recharge in the Beaumont Basin is imported water we don't rely on that water for everyday use. If we did, then we would be more in a drought because that's the water that was being affected the most by the drought. For the first year since the construction of the State Water Project we saw zero water deliveries from the Delta and that was because of the drought. Again, if we were relying on that as one of our main sources of water, then yes we would be in a drought and more than likely be implementing some

of these contingency plans. But again, we actually did very well during this period and the regulations that we put on conservation were solely due to the Governor's order to reduce water.

Motion Franklin/Moyer that the Banning Utility Authority receive and file comments related to the 2015 Urban Water Management Plan. Motion carried, with Boardmember Miller absent.

Mayor Welch adjourned the Banning Utility Authority Scheduled Meeting and reconvened the regular City Council Meeting.

REPORTS OF OFFICERS

Councilmember Peterson left the room because of a conflict of interest in that he owns property in the maintenance district.

1. Resolution No. 2016-34, Renewing the Contract for the Operation and Maintenance of the City of Banning's Landscape Maintenance District ("LMD") No. 1.
(Staff Report – Art Vela, Public Works Director)

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

There was some dialogue between Councilmember Moyer and Director Vela regarding the additional cost of the \$10,000 for miscellaneous labor costs related to irrigation repairs and landscaping.

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

Motion Moyer/Franklin that the City Council adopt Resolution No. 2016-34, Renewing the Contract for the Operation and Maintenance of the City of Banning's Landscape Maintenance District ("LMD") No. 1 with Artistic Maintenance, Inc. of Lake Forest, California, in the amount of \$71,440.00 for Fiscal Year 2016/17. Motion carried, all in favor with Boardmember Miller absent.

Councilmember Peterson returned to the meeting.

PUBLIC HEARING

1. Public Hearing regarding City Council Elections by Districts.
(Staff Report – Anthony R. Taylor, City Attorney and Julie Biggs City Attorney)

City Attorney introduced the item giving a briefing a brief history that he set forth in the staff report as contained in the agenda packet. He handed this over to Julie Biggs of his office to proceed with the presentation and to introduce the consultant.

Attorney Biggs addressed the Council stating that as you are aware the laws in California changed in January of 2016 and because of that change there has been an acceleration in efforts to convert city elections in cities under 100,000 people in population by simple ordinance by the

Council doing that. In the past it has required a vote of the people to make that kind of change but as a result of the change of the law there has been an acceleration. This issue has arisen in many, many communities in California and the City has been well-served by this election of National Demographics which Justin Levitt is here from that company to give the presentation. Essentially he will be telling what can be done, where we are in terms of the development of maps and that kind of thing and then we will talk a little bit about the procedures necessary to either move forward or at least to evaluate the option for the City of Banning.

Justin Levitt stated that he will give a brief overview of the California Voting Rights Act and how it is impacting not only Banning but cities and school district and water districts and jurisdictions across the state followed by a little bit of a discussion about how we draw districts, if we have them, and what particularly are the challenges both federal and state in drawing districts and presenting some conceptual maps at this point. They are not asking that any action be taken on the maps but if a second public hearing, they might come back with any suggestions for future maps or future reiteration of these maps. At this time Mr. Levitt started his power-point presentation (attached Exhibit "D"). He knows that they are introducing this for the first time and maybe the first time people have seen or heard about this item.

Attorney Biggs said to give an overview of what the new law requires or provides because it really doesn't require anything other than whatever action you take needs to further the interest of the California Voting Rights Act. The procedures that are required if you are going to not take the issue to the voters but enact the ordinance yourself includes holding three public hearings and so this evening will be the first public hearing. We have a public hearing scheduled as well for June 6th and currently one schedule for June 28th to complete the process. It may be that there will be additional need for public hearings between these dates as well. At the first public hearing which is this evening you hear the outline of some maps that may be considered, you can accept maps or proposal from the public and include those in the public hearing either this evening or on June 6th and examine and review and evaluate those as well and you can discuss certainly the structure you need or want for the City if you go to districts. There has been mentioned two structures: 1) five districts with everyone representing one separate district and as the Council is elected the Council Members would do as you do now which is to select amongst themselves the Mayor and Mayor Pro Tem and move forward in the same manner as you have; and 2) establish four districts with the Mayor elected at-large. The Mayor elected at-large carries another option in that you would need to decide if that office would hold a two-year term or a four-year term. So those are the structures that are available under the statute. Both of those are equally possible. They are authorized by the statute and they know of no reason why the Council couldn't choose one or the other. The goal in the procedures here will be to see whether there is consensus to make a change to district elections and if so, to establish the structure that will take.

Mayor Welch opened the public hearing on this item.

Don Smith said he is a little unclear after hearing the presentation we are going to have three public hearings to discuss a variety of things but he is unclear as to when does the Council decide. Do we have these three public hearings before the Council decides whether we are going to districts and by that time we have also already done the maps? He said he will start by saying should we go to districts. He doesn't feel strongly that we need districts. It is a small enough town so he feels that he has influence and connection to every neighborhood. On the other hand

he sees this chart of attorney's fees paid by cities who decided they weren't going to go to districts and he is not remotely interested in spending a million dollars of our General Fund money in not going to districts. So if he thinks there is a substantial or even a probable likelihood of spending that kind of money, we should probably go to district even though he doesn't necessarily think we need them. If we are going to go to districts, should we have four or five districts? He is more in favor of five but if we went to four, he would probably want a four-year term for the Mayor because all these extra elections he doesn't think are necessarily good either so having five elections over the four-year cycle rather than six would also save us some money and maybe give the Mayor a chance to do his job. In regards to the maps because of things we are supposed to do in order to decide where the lines go are Communities of Interest. In all fairness to NDC Districting criteria in this map they probably don't live in Banning and don't really know what our Communities of Interest are. He finds it strange that in each of these four maps east Banning is either divided in half or in three sections so he has always thought east Banning was a Community of Interest. He also finds it odd that in a lot of these maps south Banning isn't whole. So he would suggest that if we are going to do districts, we actually consider our Communities of Interest and we consider trying to keep south Banning in one district and east Banning in one district to preserve those well-known and historical Communities of Interest. When they went through the GPAC meetings a decade ago they actually talked about the communities and had meetings in these various communities and there is no doubt that people in south Banning have a different philosophy than the people in east Banning than the people in west Banning and he thinks we need to try to preserve those communities of interest.

Cindy Barrington, resident asked what happens if nobody runs from one of these districts; what happens.

Attorney Biggs said that is a rarity of course but certainly a possibility. There would be a vacancy in that district and presumably the Council Members who have been elected would fill that vacancy by appointment.

Ms. Barrington said because she noticed the District 5 at the top whichever way it is configured it is very sparsely populated and it has no incumbent and she doesn't know if it has ever had an incumbent there so that area might be underserved so maybe it needs to be figured into one of these other areas. Are we locked into these four maps?

Mayor Welch said not at all and that is why we are here talking about mapping.

Justin Levitt said that all four of these maps have equally populated districts. Again, this is total population and certainly other things such as registered voters vary considerably from district to district. For example, District 5 in this plan has the same number of total residents as Districts 1, 2, 3 and 4. And in fact, in this map District 5 does have a current Council Member living in it. In regards to the vacancy issues this has happened in quite a number of school districts even before they switched they had vacancies they had to fill. It is very rare that he has seen a City Council that hasn't had someone run for a seat.

Jerry Westholder said he is looking over these four options he doesn't like Draft A though it divides Sun Lakes up it says Community of Interest he doesn't know what Sun Lakes has in

common with north Ramsey there off of Wilson. They are entirely two different groups of people. District 5, Draft B looks a little bit more equitable. The reason the east side is set up the way it is shown is so they will have equal representation and more people on the east side is more of a Community of Interest. He doesn't like District 4, Draft A or B for the obvious. He said he wanted to point out because he doesn't know if people can see it and it is probably political suicide for himself, if he ever considers running again, but both District 4, Draft A and B still give you the potential of having three Sun Lakers on City Council. They are the largest voting bloc in Riverside county and most of them are good people but this division shows that they get one vote out of District 4 and then another one out of District 3 and if the Mayor comes out of Sun Lakes then we get back to unequal representation again and the whole idea of districting is to have equal representation from the whole city mainly the Latin community because that is largely lacking right now and we really want to include them so the only one of these maps that makes sense would be District 5, Draft B. That looks equitable for the whole city and has even representation though he still wonders why Sun Lakes was not considered by itself and why they are taking in more community members when again, it is the largest voting bloc in Riverside county. That concerns him because that is gerrymandering right there and we have seen the effects of that for the last 16 years. We want even representation for the whole city.

Justin Levitt responded to the comments just made. In regards to Mr. Smith's comments in regards to knowing where the Communities of Interest are one of the things that we are here tonight and part of what these meeting is doing is to get a sense of what that is. So we really invite you to take a look at the maps and if you have pens or pencils just draw the boundaries. What do you consider east Banning or south Banning? Whatever area you consider those neighborhoods to be drawn them on the map and give it to us and we can give you the reasons why they are divided like they are. For example, what we are showing here in District 5, Draft B is that Sun Lakes itself is too small for an entire district because of that total population standard. You are right in that we don't know your city as well as you do and they don't know what the issues are going to be here because they are different in every community that they ever worked with and that is why they want back as much information as possible.

Inge Schuler said that she is basically in agreement with much of what Don Smith has said too but how many of us have actually seen this before. This is the first time that she sees this tonight and to make a decision or to even have a valid comment is very difficult because she doesn't have enough information. So we need a lot more description of these Communities of Interest. What actually are we dealing with? She really feels that the dividing lines are dividing groups that belong together, that have grown together (looking at the south side and the east side), and then these districts include people that are very, very different and do not see eye to eye. The example that Don Smith gave was Sun Lakes and then north of the freeway; they have totally different interests. We have seen this at the GPAC meeting when we were really have some rather violent arguments, not physically, and this is going to come up again. Most of the people in town probably have no clue what is going on tonight and this needs to be better publicized and we need to have some kind of a town hall meeting or something to get this done.

Mayor Welch said she was exactly right and that is why this is the first evening to introduce this and there will be a series of meetings and dates will be given of these meetings.

Alex Cassadas, life-long Banning resident since 1988 said one person who has lived on the east side of Banning for his entire life can identify that yes there are some distinct groups in the city of Banning in regards to its north, middle section, and south section and in looking at District B it is very much appropriate to the different distinct communities that are in there. One of the reasons why we have to look at why districting is appropriate is that we have to look at the different multi-cultural philosophy of why having the ability for people who have been under-privileged, being that you have a doubled increase to 41% of the Latino population since 2000 and since then we have had a very small minority of individuals who identify as Latinos to be representative on this illustrious City Council. He thinks that it is very important to really consider why redistricting is important to the Banning community. Again, their goal is to move Banning forward and doing so utilizing the maps of redistricting allows us to actually have equal representation and equal pockets of the city of Banning. Not doing so is again a violation of the Voting Rights Act and we want to make sure that we promote the idea that people who have been historically underrepresented in history through the voting process should have a right, need to have a right and now mandated by law to have the right to have equal representation and the policies and laws and regulations that occur in the city of Banning. In looking at Draft B and looking at the other various options you can clearly see that Draft B is the most succinct, the most compact and he does appreciate the National Demographics Corporation for providing this example because every other example shows that you are driving different communities and your clashing different communities together. This allows for people to know where they are voting, when they are voting, who they are voting for and again, for people who have grown up together he would say it is very much appropriate for people in one section to run for a specific district and he is very happy to have Council Member Franklin to be his representative and he would love to see her continue on in that role but he would also like to see members from the south end in those two separate districts. So he is very happy that the City of Banning is taking up this, in a sense forced-hand, to do the redistricting. He thinks it is very much appropriate and it is about time being what his happening in our surrounding areas in regards to the Banning and Beaumont school districts redistricting and it is only about time that Banning jump on the bandwagon.

Attorney Biggs said that there is another consideration that should be considered this evening which has to do with the effective date of any ordinance that the Council might wish to adopt. In order for the boundaries to take effect in 2016 there is a certain urgency to moving forward quickly. Conversely as you have heard there are certainly people who need time to kind of assimilate what is being proposed. In order to meet the current County deadline for submission of new boundaries the process here needs to be completed, we are told, by June 7th. We have a call into the Registrar of Voters to see if there is a possibility of extending that date but that is the current date. A regular ordinance can only be adopted at a regular meeting of the Council and cannot be adopted at a Special Meeting even if that meeting includes a notice of a public hearing. There has to be three noticed public hearings before you can even adopt the action. So depending on your decisions it would be wise, in their view, to at least schedule a public hearing for June 7th at this time or least direct that it be done by the City Clerk, so that there is the possibility of meeting very closely to the Registrar's deadline. They will be doing what they can in the meantime to see if they can get that extended but there does need to be some action on that. Beyond that now is the time certainly for the public to take those copies of these maps and this report and talk with their neighbors and friends and look at them carefully and see what they like and what they don't like and then be sure to come back and perhaps give their input through the City Clerk to the City so that the consultants can take a look at the comments. It is a matter

of looking at an idea and how can we make it better. Nothing is written in stone; this is the opening discussion.

Councilmember Franklin asked the City Attorney to speak on how often the districts can be changed.

Attorney Biggs said it can only be changed after the next census which would be in 2020.

Mr. Levitt said he was going to reiterate that as well that these would only be used for a maximum of three elections. They would take a look at the total population numbers that they get from the Census on April 1, 2020, in 2021 they would get those numbers and look at the populations and how they need to balance them out.

Mayor Welch said let's make sure that everybody understands this. So the cycle is about a ten year period. If this took place at the November election, this year, then we are looking at a potential if the need be of reconfiguring districts about ten years from now.

Mr. Levitt said about six years from now because every year after the census from 2021, 31, 41 and so on we have to look at the total population, as well as, Section 2 of the Voting Rights Act, and see whether or not our districts meet those requirements and if they do, you can continue to use the same districts but if not, then we would readjust them because equal population and Voting Rights Act are things we have to do to avoid a lawsuit at the Federal level.

Councilmember Peterson said regarding polling places for example in taking 5 District-Draft B the polling place would be designated he would assume by the County as to where it is going to be so would that polling place be exactly in the same place to vote for the school district. Are the districts the same and are the polling places going to be the same.

Mr. Levitt said the district lines will be whatever the school district decides them to be. They won't be identical to the city because the school district is not identical to the city in terms of their overall boundaries. Now the way it works in places where you have a lot of overlapping districts is that the county does consolidations and based on how it consolidates precincts depending who has elections up in which year they will assign polling places the way that they do now.

Motion Moyer that we instruct the City Clerk to notice a third meeting on June 7, 2016 to begin at 7:00 p.m. Motion seconded by Councilmember Peterson.

Attorney Biggs said that they will leave in place the notice for June 28, 2016 as well so that you have full flexibility as to what you can do.

Mayor Welch said that we had three meetings scheduled with one for tonight, one was on the 6th and the third one was actually scheduled for the 28th. In an effort to make this thing work as quickly as we can we also want to reserve the option of a meeting on the 7th because that still puts us into the time frame of getting to the County and getting it on the ballot to move along but he thinks it would be wise for us to continue at least on the information right now that meeting

on the 28th but right now with the motion we have here is that our third meeting would be scheduled on June 7th.

Motion carried, with Councilmember Miller absent.

There was further Council and staff dialogue in regards to extra advertising, noticing of the public hearing for June 7th, and for the public to give feedback to the City Clerk in regards to questions or submitting maps.

City Manager that the PDF that was shown today will be on the City's website and Mr. Levitt said that they will also have an interactive map.

Councilmember Moyer said that the Council did not see these final maps until today either.

Mr. Levitt explained that they put these out for the first time and this is just the beginning of the process.

Mayor Welch closed the public hearing on this item.

ADJOURNMENT

By common consent the meeting adjourned at 8:45 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.

5/24/16

Dear Mayor and Council Members,

It was sad to hear what took place in our neighboring city last week. The damage from those people's actions had wide-reaching negative effects. The spouses and children are sufferers and probably feeling indescribable humiliation and fear as to what happens next. Someone once said, "You can run but you cannot hide." Also, one of my favorite adages by Ben Franklin is, "Three can keep a secret if two of them are dead. There is a message in that for all of us.

Well, I went for a walk downtown yesterday and got a chance to peek thru the wind holes in the black material surrounding the project across from the police station. Nothing has been done to that property for which I am grateful. I am here to again say, give Vanir their walking papers. They have done nothing. We have a new attorney; ask him to look into doing whatever has to be done so that we cancel the contract with Vanir. They certainly have not done their part and met their part of the agreement. We do NOT, I repeat, DO NOT want a probation dept in the center of town. We need something that will enhance our downtown. Again I want to say, "Something is not better than nothing if what you are proposing is not what the people want...a county probation dept in the middle of Banning. I would guess that if you spoke to the people of Banning, almost everyone would vote no on this project...maybe except Fred Sakuri. There must be people who can come up with something attractive and something that will draw visitors downtown, not people who come here b/c they are on probation. That will keep people away.

When you think of it, it will be a county probation dept., not like the one that was in the court house, which few people knew was there. It

will taint our town forever. Please look into getting out of this horrendous deal. It is time to do what the people want. That is why you all were elected. Thank you.

Dorothy McLean

Received
5/24/16

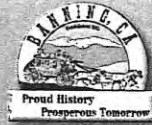
Homeless issues:

- Sleep on patio at night time
- Have set a fire on patio at night time
- Defecating in trash receptacle
- Pass out in front of our front door while we are open for business
- They will not leave when you ask them to
- Doing drugs in our restroom
- Messed with gas lines on our outdoor heaters
- Ask people for food or money in our parking lot
- Stolen our tip jar- three times
- Storing stolen bikes and purses in our bushes
- Yell racial slurs when you ask them to leave which makes a safety concern for my cooks to go out and get rid of them.
- Destroyed mailbox

Criminal issues:

- Stolen our security cameras- four times
- Stolen our paper towels, all towels, a lot of chemicals
- Took out all the lightbulbs on walkway to front door
- Setting off alarm so they are trying to get in the door.

These two issues may be overlapping each other but the best of my ability I have separated the two.



City of Banning

2015 Urban Water Management Plan

Urban Water Management Plan Workshop and Public Hearing



Prepared By:
K&S KRIEGER & STEWART
Engineering Consultants
May 24, 2016

2015 Urban Water Management Plan Requirements

California Water Code Requirements

Urban Water Management Planning Act

- California Water Code Division 6, Part 2.6
- Adopted in 1983, with first UWMPs due in 1985
- Directs water suppliers to carry out their long-term water resource planning to ensure that adequate water supplies are available to meet existing and future demands
- Requires UWMPs every five years, in years ending in 5 and 0

Water Conservation Act of 2009

- California Water Code Division 6, Part 2.55
- Also referred to as SBX 7-7 or 20X2020
- Requires retail water suppliers to set targets and track progress toward decreasing daily per capita urban water use
- Began with 2010 UWMPs, with a target set for 2020 and an interim target set for 2015
- 2015 UWMPs must demonstrate whether the 2015 interim target was met and also demonstrate progress toward 2020 target



Contents of 2015 Urban Water Management Plans

Description of UWMP Review, Adoption, and Submittal

- Describe the supplier's public review, public hearing, and adoption process.
- Include a description of the supplier's submittal to California Department of Water Resources and California State Library.

Description of Supplier's Water System

- Describe service area, water system, climate, water supplier's structure and history, etc.

System Water Use

- Describe and quantify the current and projected water uses within the water supplier's service area. Beginning 2015, a water audit is also required.



Contents of 2015 UWMPs, continued

Baseline and Targets

- Describe the methods used for calculating the supplier's baseline and target water consumption.
- Demonstrate whether or not the supplier has achieved the 2015 interim water use target.
- Describe the supplier's plans for achieving its 2020 water use target.

System Water Supplies

- Describe and quantify the supplier's current and projected sources of water.
- Describe and quantify potential recycled water uses and supply availability.



Contents of 2015 UWMPs, continued

Water Supply Reliability

- Describe the reliability of the supplier's water supply and project the reliability for the next 20 years for normal years, single dry years, and multiple dry years.
- We typically include projections for the next 25 years so that the UWMP includes the data necessary to be relied upon by a Water Supply Assessment.

Water Shortage Contingency Planning

- Provide a staged plan for dealing with water shortages, including a catastrophic supply interruption.

Demand Management Measures (also referred to as BMPs)

- Describe the supplier's efforts to promote conservation and reduce demand on the available water supply.
- Requires that specific demand management measures be addressed.



Chapter 1: Introduction and Overview

Basis for Preparing an Urban Water Management Plan

- Citation of California Water Code (CWC)

UWMP Development

- Banning's Draft 2015 UWMP is organized generally in accordance with the format recommended by DWR's *Urban Water Management Plans Guidebook for Urban Water Suppliers*, dated March 2016
- City of Banning coordinated with Riverside County and with other local agencies in development of its Draft 2015 UWMP

UWMP Adoption and Submittal

- Description of adoption and submittal process, with date of submittal to DWR highlighted (expected June 17, 2016)



Chapter 2: System Description

Brief Description of the City's Water Service Area

- Location
- Climate
- Population
- Anticipated Future Development (Butterfield Ranch and San Geronio Pass Specific Plans)
- Cooperative Agreements with Other Agencies



Chapter 2: System Description, continued

Population Projections

TABLE 2-2 POPULATION - CURRENT AND PROJECTED						
	2015	2020	2025	2030	2035	2040
Population within the City's Water Service Area (without proposed specific plan developments)	30,491	31,913	33,335	34,757	36,179	37,700
Population within the City's Water Service Area (with proposed specific plan developments)	30,491	35,730	40,969	46,207	51,446	56,685

- 2015 population estimate based on information provided by the California Department of Finance
- 2040 population projection based on projection provided by Southern California Association of Governments (SCAG), plus the estimated population increase associated with construction of 8,285 additional residential dwelling units by 2040.
- 2020-2035 population projections estimated based on a linear projection between 2015 population and 2040 population projection.



Chapter 3: System Water Use

Water Use in City of Banning

- Residential (57%)
- Commercial (29%)
- Irrigation (12%)
- Industrial (1.5%)
- Public (1%)

Water use is projected to increase gradually each year, reaching an annual use of approximately 13,629 acre-feet in 2040.



Chapter 3: System Water Use, continued

Year	Water Use Sectors	Residential ⁽³⁾	Commercial	Industrial	Public	Irrigation ⁽⁴⁾	Proposed Specific Plan Developments ⁽⁵⁾	Total
2015 ⁽²⁾	# of Accounts	9,787	742	63	46	10	0	10,648
	Deliveries	3,395	1,705	92	53	726	0	5,971
2020	# of Accounts	10,257	778	66	48	10	1,423	12,582
	Deliveries	4,482	2,281	94	63	944	1,609	9,473
2025	# of Accounts	10,714	812	69	50	11	3,086	14,692
	Deliveries	4,683	2,382	99	66	986	1,983	10,198
2030	# of Accounts	11,171	847	72	52	11	5,995	18,101
	Deliveries	4,882	2,484	103	69	1,028	2,288	10,853
2035	# of Accounts	11,627	882	75	54	12	7,305	19,955
	Deliveries	5,082	2,586	107	71	1,070	2,649	11,565
2040	# of Accounts	12,116	919	78	57	12	8,285	21,467
	Deliveries	5,295	2,694	111	74	1,115	2,988	12,278

(1) Deliveries projected for 2020, 2025, 2030, 2035, and 2040 are based on projected population estimates based on SCAG data and a demand factor of 220 gpcd. Deliveries for proposed specific plan developments are based on projected water demands set forth in the documents, *Water Supply Assessment for Butterfield Specific Plan, Issued June 2011 with the Draft EIR and Modified December 2011 by Section 4.1 of the Final EIR and Water Supply Assessment Rancho San Geronimo Specific Plan*, dated September 30, 2015.

(2) Numbers of accounts and deliveries for 2015 are based on City records for calendar year 2015.

(3) Includes accounts and deliveries for lower-income households.

(4) Includes quantities of non-potable water from Well M7 provided for irrigation (approximately 200 AF/year).

(5) Projections of numbers of accounts and water deliveries are based on the water supply assessment documents cited in note (1) above.



Chapter 3: System Water Use, continued

TABLE 3-2
ADDITIONAL WATER USES AND LOSSES (AF/YR)

Water Use	2015 ⁽¹⁾	2020	2025	2030	2035	2040
Water Provided to Other Agencies ⁽²⁾	95	104	109	113	119	124
System Water Losses ⁽³⁾	738	1,042	1,122	1,194	1,272	1,351
Total	833	1,146	1,231	1,307	1,391	1,475

- (1) Quantities for 2015 are based on the City's records.
- (2) Quantities of water provided to other water suppliers (i.e. High Valleys Water District and Banning Heights Mutual Water Company), assuming a 1% growth rate per year. These quantities are included in the residential sector deliveries in Table 3-1.
- (3) System water losses are based on the water audit report prepared for the City for the 2015 calendar year and are consistent with the City's estimated water losses for 2015. For the purposes of this UWMP, it is assumed that the percentage of water lost (11%) will remain consistent over the next 25 years.

TABLE 3-3
TOTAL WATER USE (AF/YR)

Water Distributed	2015	2020	2025	2030	2035	2040
Table 3-1 + System Water Losses	6,709	10,515	11,320	12,047	12,837	13,629



Chapter 3: System Water Use, continued

Distribution System Water Losses

- Water Audit required starting with 2015 UWMP
- Water Audit required to be conducted using American Water Works Association methodology and worksheet
- City's water losses in calendar year 2015 were approximately 738.4 AF (approximately 11% of total water use)



Chapter 4: Baselines and Targets

- City of Banning Baselines and Targets were determined during preparation of the City's 2010 UWMP.
- In accordance with CWC Section 10608.20(g), an urban retail water supplier may update its 2020 water use target in its 2015 and may make this update using a different target method than was used in 2010; however, the City has not made changes to its water use target.

Baseline:	315 gallons per capita per day (GPCD)
Urban Water Use Target:	252 GPCD (achieve by 2020)
Interim Urban Water Use Target:	283 GPCD (achieve by 2015)
Compliance Year 2015 Water Use:	196 GPCD

*The City has met its Interim Urban Water Use Target.
The City is on track to meet its Urban Water Use Target in 2020.*



Chapter 5: System Water Supplies

Groundwater Sources

- Coachella Valley Groundwater Basin
 - San Gorgonio Pass Subbasin
 - Beaumont Storage Unit (adjudicated since 2004)
 - Banning Storage Unit
 - Cabazon Storage Unit
 - Banning Bench Storage Unit
 - Banning Canyon Storage Unit



Chapter 5: System Water Supplies, continued



Chapter 5: System Water Supplies, continued

Projected Quantities of Available Water

TABLE 5-4 QUANTITIES OF AVAILABLE WATER SUPPLIES (AF/YR)					
Basin Name	2020	2025	2030	2035	2040
Beaumont Storage Unit ⁽¹⁾	1,266	1,145	1,029	925	925
Beaumont Storage Unit Recharge (SWP Water) ⁽²⁾	2,718	2,718	2,718	2,718	2,718
Banning Storage Unit	1,130	1,130	1,130	1,130	1,130
Banning Bench Storage Unit	1,960	1,960	1,960	1,960	1,960
Cabazon Storage Unit	2,515	2,515	2,515	2,515	2,515
Banning Canyon Storage Unit	4,070	4,070	4,070	4,070	4,070
San Geronio Pass Subbasin Total	13,659	13,538	13,422	13,318	13,318

Notes:

- (1) Quantities of water available from the Beaumont Storage Unit are based on the estimated quantities of water that would be available to the City based on its appropriate rights after extractions by overlying producers, as set forth in Table 4-4 of City of Banning 2010 Urban Water Management Plan, dated July 22, 2011. Because the safe yield of the Beaumont Storage Unit was reduced from 8,650 AF/Yr to 6,700 AF/Yr in 2013 (a decrease of approximately 22%), estimated quantities of water available to the City of Banning from the Beaumont Storage Unit were reduced proportionately herein.
- (2) These quantities represent estimated annual recharge of the Beaumont Storage Unit by the City and do not account for the 46,774 AF that the City of Banning currently has in storage in the Beaumont Storage Unit.



Chapter 5: System Water Supplies, continued

Surface Water

- State Water Project (SWP) water is recharged to the Beaumont Basin and is available for later extraction by the City.
- Secondary treated wastewater from the City's WWTP is discharged to percolation ponds that recharge the Cabazon Storage Unit
- Whitewater River water that flows through the Flume-- a portion is used by Banning Heights Mutual Water Company, while the remainder flows to the San Geronio River, where it recharges the Banning Canyon Storage Unit.



Chapter 6: Water Supply Reliability

Groundwater

- Because the City's water supply is primarily groundwater, the City has not experienced water supply shortages due to short-term dry weather conditions or the current 5-year drought.
- Factors that could result in water shortages include earthquakes, chemical spills, and energy outages at treatment and pumping facilities.

Surface Water

- Surface water, such as SWP water used for groundwater replenishment, experiences variable reliability during dry years
- City relies primarily on groundwater, and has substantial reserves in storage

Beaumont Basin Storage

- City has 46,774 acre-feet of water available in its Beaumont Basin storage account, as of Beaumont Basin Watermaster 2014 Annual Report.



Chapter 6: Water Supply Reliability, continued

TABLE 6-4
NORMAL YEAR SUPPLY AND DEMAND COMPARISON⁽¹⁾
(AF/YR)

	2020	2025	2030	2035	2040 ⁽²⁾
Supply Totals	13,659	13,538	13,422	13,318	13,318
Demand Totals	10,515	11,320	12,047	12,837	13,629
Difference	3,144	2,218	1,375	481	-311

Notes:

- (1) Due to reliance on groundwater, supply reliability is the same during normal, single-dry, and multiple-dry water years.
- (2) Although projected supply totals are less than projected demand totals for 2040, the City currently has 46,774 AF of stored water in its Beaumont Basin storage account, which is not accounted for in the projected supply totals. Therefore, the City has Ample Water Supplies to meet projected demands through 2040.



Chapter 7: Water Shortage Contingency Planning

Plan of Action in the Event of a Water Supply Interruption

- Such an interruption could result from power failure, earthquake, pipeline failure, or other catastrophe
- City's wells are not centralized but are located throughout the City
- Several wells have emergency power source
- City has emergency interconnection with BCVWD

Stages of Action to Reduce Water Consumption

- Stages of action include progressively stricter water restrictions and prohibitions on types of uses, such as landscape irrigation, vehicle washing, and washing paved surfaces.

TABLE 7-3
RATIONING STAGES AND REDUCTION GOALS

Shortage	Stage of Action ⁽¹⁾	Reduction Goal	Type of Program
Up to 15%	1	15%	Voluntary
15% to 25%	2	25%	Mandatory
25% to 35%	3	35%	Mandatory
35% to 50%	4	50%	Mandatory



Chapter 8: Demand Management Measures

Water Waste Prevention Ordinances

- City Ordinances 1231 (Water Waste Prohibition)
- City Ordinance 1489 (Drought Water Conservation)
- Resolution No. 2010-06 (Model Water Landscape Ordinance)

Water Metering

- All City water service connections are metered

Conservation Pricing

- The City has a three-tiered increasing rate structure that applies to all customers

Public Education and Outreach

- Water conservation pamphlets displayed year-round and at public events
- School education programs



Chapter 8: Demand Management Measures, continued

Programs to Assess and Manage Distribution System Losses

- Distribution system losses were approximately 11% of water use in 2015
- Distribution system losses for 2010-2015 averaged approximately 9.7 %
- City continually replaces old leaking pipes through its capital improvement plan

Water Conservation Program Coordination and Staffing Support

- Superintendent of Water/Wastewater coordinates conservation efforts and provides public information regarding conservation

Other Demand Management Measures

- The City has established a hotline for customer use in reporting leaks, overwatering, and other misuse of water



Public Review and Adoption Process

Completed

Notices of Public Hearing Published in The Press-Enterprise	April 18 & 25, 2016
Draft 2015 UWMP Available	April 20, 2016

Public Hearing Today May 24, 2016

Upcoming



Final 2015 UWMP Complete	May 27, 2016
City Council Adoption	June 14, 2016
Submit to DWR	June 17, 2016
UWMP Submittal Deadline	July 1, 2016



Questions and Answers

Questions?




City of Banning Draft Districting Maps

Douglas Johnson, President
National Demographics Corporation (NDC)


May 24, 2016



The California Voting Rights Act

- Signed into law by Gov. Gray Davis in 2002
- Made it much easier (relative to the Federal VRA) for plaintiffs to win
 - Eliminates two of the federal law's 4 tests that a jurisdiction must fail to be in violation of the law
- Cases are expensive, and losing decisions came with huge financial penalties. So jurisdictions are switching to the "safe harbor" (by-district elections) for financial reasons


March 28, 2016



5

City Demographics

May 24, 2016



6

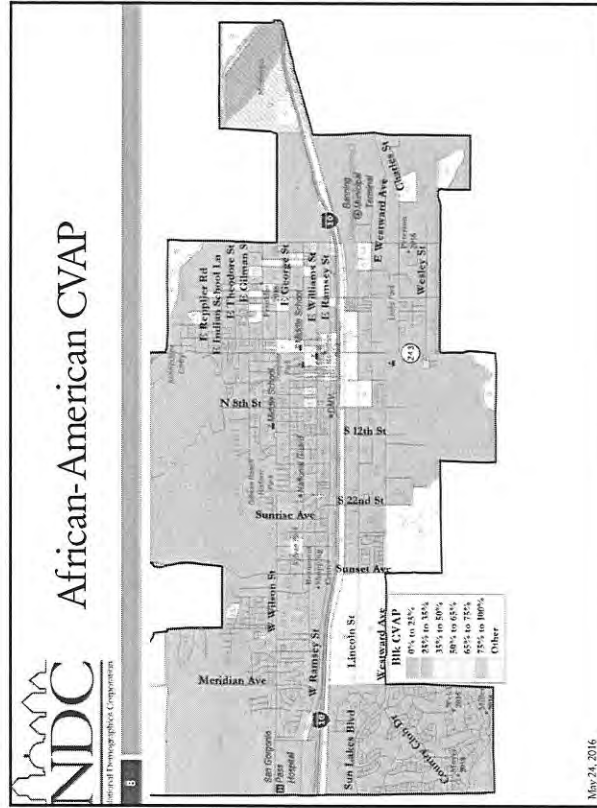
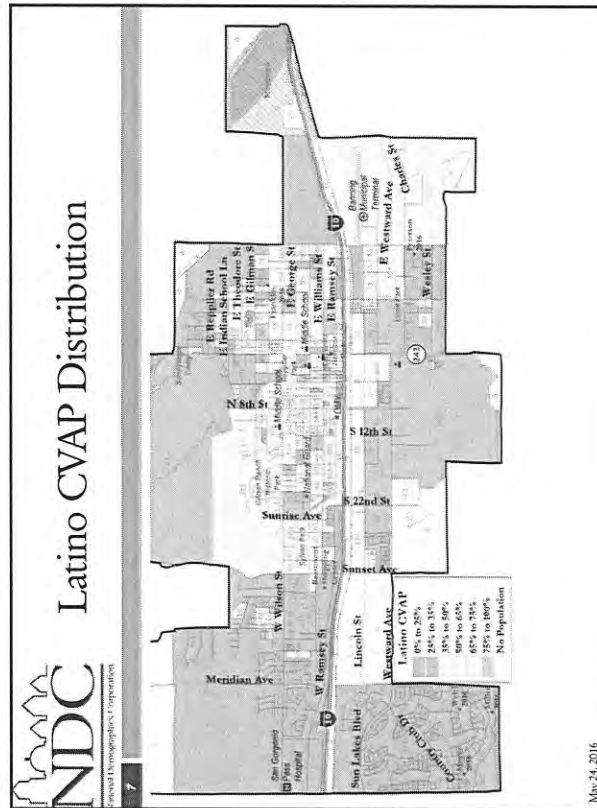
City of Banning
Race/Ethnic Profile


Demographic Summary

Since 2000, the number of Latino registered voters in the City has doubled.

Sources:
2010 Census;
California Statewide Database;
Census 2010-2014 American Community Survey
May 24, 2016

	2000	Percent	2000	Percent
Total Population	23,983		23,983	
Latino	12,181	41%	7,119	30%
NH White	12,658	49%	12,334	52%
NH Black/African American	2,172	7%	1,971	8%
NH Native American	503	2%	508	2%
NH Asian American	1,408	6%	1,250	5%
NH Pacific Islander	15	0%	20	0%
NH Other	43	0%	104	0%
NH Multi Race	130	1%	169	1%
Native Age Population total	23,828		17,332	
VAP Latino	7,859	54%	4,170	24%
VAP NH White	11,644	51%	10,620	61%
VAP NH Black/African American	1,627	7%	1,270	7%
VAP NH Native American	564	2%	532	2%
VAP NH Asian American	1,202	5%	751	4%
VAP NH Pacific Islander	43	0%	16	0%
VAP NH Other	33	0%	74	0%
VAP NH Multi Race	84	0%	79	0%
Citizen VAP total	22,614		15,953	
CVAP Latino	5,671	26%	2,998	19%
CVAP NH White	13,180	69%	10,650	67%
CVAP NH African American	1,927	9%	1,281	8%
CVAP NH Asian & Pacific Islander	1,063	5%	418	3%
CVAP Other and not seen (Ex. 36)	215	1%	519	3%
Votes Registration (Nov. 2014)	12,303		10,767	
Latino Reg.	5,003	24%	1,556	14%
Asian-Summed Reg.	472	1%	118	1%
Latino Voting Ballots (Nov. 2014)	89	1%	58	1%
Latino votes	6,687	58%		
Asian-Summed votes	1,024	12%		
Latino votes	71	1%		
Latino votes	54	1%		
Latino votes	9,100	136%		
Latino votes	1,056	25%		
Latino votes	104	2%		
Latino votes	57	1%		






9

Draft Maps

May 24, 2016

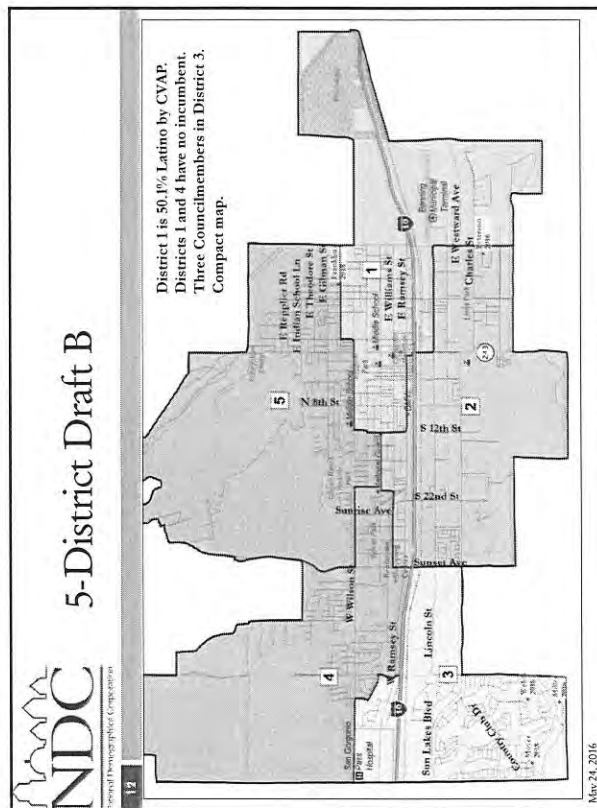
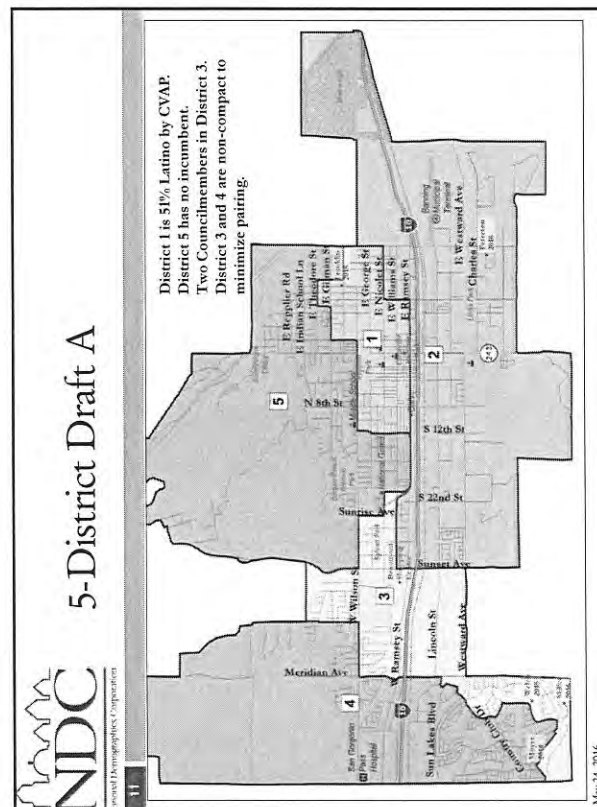


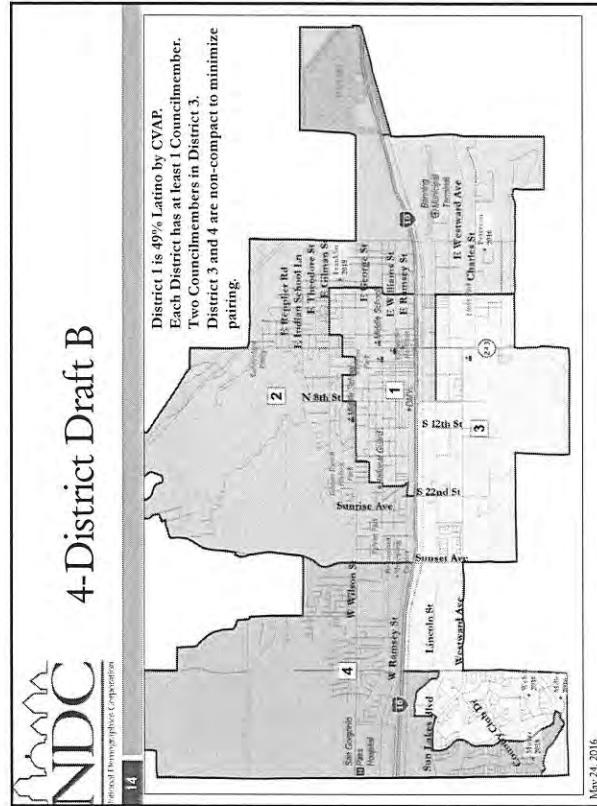
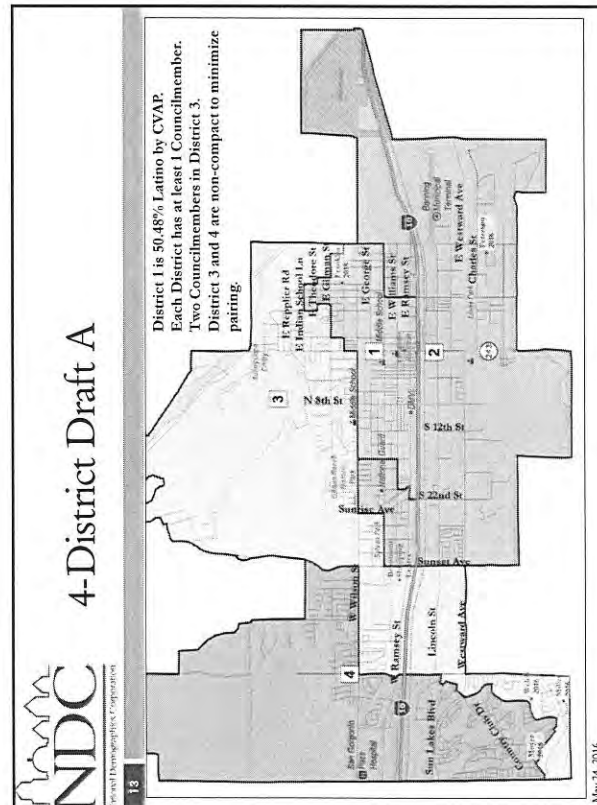
NDC Districting Criteria


National Demographic Corporation

Federal Laws	Traditional Redistricting Principles
<input type="checkbox"/> Equal Population	<input type="checkbox"/> Communities of interest
<input type="checkbox"/> Federal Voting Rights Act	<input type="checkbox"/> Compact
<input type="checkbox"/> No Racial Gerrymandering	<input type="checkbox"/> Contiguous
	<input type="checkbox"/> Visible (Natural & man-made) boundaries
	<input type="checkbox"/> Respect voters' choices
	<input type="checkbox"/> Planned future growth

May 17, 2016







Next Steps

18

Public Hearing on draft maps

Direction on any desired map changes, tests and/or revisions

May 24, 2016



CITY OF BANNING CITY COUNCIL REPORT

TO: City Council

FROM: Michael Rock, City Manager

PREPARED BY: Michelle Green, Deputy Finance Director
Melissa Elizondo, Accountant

MEETING DATE: June 14, 2016

SUBJECT: Report of Investments for April 2016

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 April 2016. As of April 30, 2016, the City's operating funds totaled \$78,560,523. Included in Successor Agency operating funds is \$875,461 of restricted CRA bond proceeds that are on deposit with LAIF and reflected separately on the Summary Schedule.

As of April 30, 2016 approximately 37% of the City's unrestricted cash balances were invested in investments other than LAIF.

The April 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 0.525% in April. The average rate for all investments in April was 0.441%.

PREPARED BY:

Michelle M. Green
Deputy Finance Director

REVIEWED BY:

Rochelle Clayton
Administrative Services Director

APPROVED BY:

Michael Rock
City Manager

Summary Schedule of Cash and Investments**Operating Funds**Petty Cash

Amount

4,205

Bank Accounts

Wells Fargo Bank

Interest

Rate

Amount

0.180% * 1,489,311

Bank of America-Airport

0.020% 17,642

Bank of America-Parking Citations

0.020% 10,097

Bank of America-CNG Station

0.020% 14,982

Money Market and Bank Account Sub-Total

1,532,032

Government Pools

Account #1 Operating Amount 46,851,120

Account #1 CRA Bond Cash Bal. 875,461

Local Agency Investment Fund: Account #1

0.525% 47,726,581

Account #2 Successor Agency Cash Bal. 0

Local Agency Investment Fund: Account #2

0.525% 0

Government Pool Sub-Total

47,726,581

Operating Cash Balance**49,262,818**Restricted Operating Funds

Riverside Public Utilities- Highmark U.S. Government Money Market Fund

0.140%

1,090,418

California ISO Corp- Union Bank

109,684

Worker's Compensation Program- (PERMA)

2,026,763

Other Investments

Investments-US Bank/Piper Jaffray - See Page 2

0.304%

26,070,841

*Operating Funds Total*78,560,523**Fiscal Agent**

US Bank

Amount

29,792,862*Fiscal Agent Total*29,792,862

* 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
<u>Bank Accounts</u>								
1,489,311	Wells Fargo Bank-Operating	n/a	0.18%	daily	varies	1,489,311	n/a	1,489,311
17,642	Bank of America-Airport	n/a	0.02%	daily	varies	17,642	n/a	17,642
10,097	Bank of America-Parking Citations	n/a	0.02%	daily	varies	10,097	n/a	10,097
14,982	Bank of America-Parking Citations	n/a	0.02%	daily	varies	14,982	n/a	14,982
Sub-total								
								1,532,032
<u>Government Pools</u>								
47,726,581	L.A.I.F. account #1	n/a	0.525%	daily	varies	47,726,581	n/a	47,726,581
0	L.A.I.F. account #2	n/a	0.525%	daily	varies	0	n/a	0
								47,726,581
<u>Investments-US Bank/Piper Jaffray</u>								
2,000,000	Federal Home Loan Bks	n/a	0.500%	7/15/2016	4/15/2014	2,000,000		2,000,660
1,700,000	FHLMC Mtn	n/a	0.700%	12/30/2016	6/30/2014	1,700,000		1,702,975
1,000,000	FNMA	n/a	1.250%	11/27/2018	5/27/2015	1,000,000		1,000,640
2,000,000	Federal Home Loan Bks	n/a	1.100%	3/29/2018	7/1/2015	2,000,000		2,001,200
2,000,000	Federal Home Loan Bks	n/a	1.050%	10/5/2018	10/5/2015	2,000,000		1,996,220
17,369,146	Money Market	n/a	0.010%	daily	varies	17,369,146	0	17,369,146
US Bank/Piper Jaffray Average Rate=								
			0.304%					26,070,841

Average Rate All= 0.441%

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 64 days and does not include Bond Reserve Fund Investments.

City of Banning Investment Report

April 30, 2016

Individual Investments with Fiscal Agent

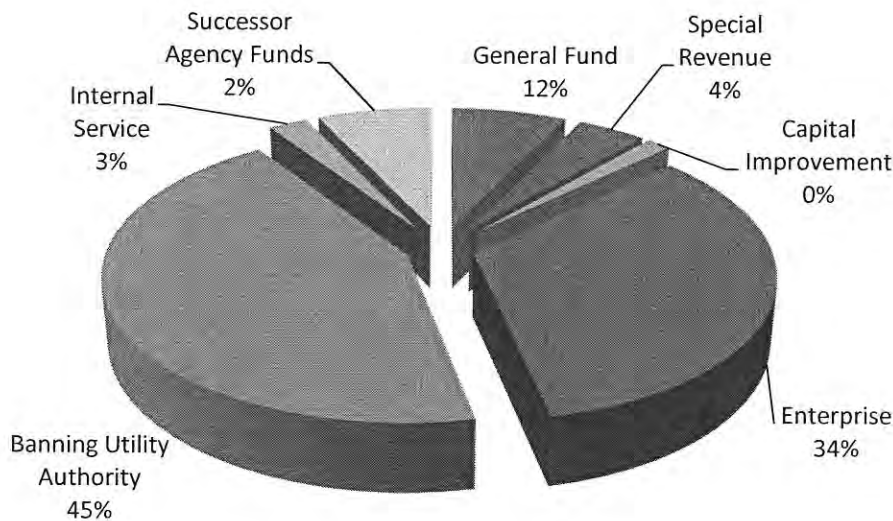
TRUSTEE		Bond Maturity Date	Investment Description		Current Yield	Bond Reserve Bond Maturity Date	Minimum Reserve Requirement	4/30/2016 Market Value	
Bond Issue Description								Apr-16	Value
COB IMPROVEMENT DISTRICT LIMITED OBLIGATION BONDS SERIES 2005A									
2005 Fair Oaks Ranch Estates		2035	US Bank Mmkt 5-Ct		0.100%	daily	188,024	18.89	223,059
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		991,514
			US Bank Mmkt 5-Ct		0.100%	daily		1.78	21,038
			US Bank Mmkt 5-Ct		0.100%	daily		22.02	260,043
			US Bank Mmkt 5-Ct		0.090%	daily			34
			US Bank Mmkt 5-Ct		0.080%	daily			12
Surplus Fund									
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARITY BONDS, SERIES 2007									
Redevelop Fund		2037	US Bank Mmkt 5-Ct		0.100%	daily		645.84	7,625,779
			US Bank Mmkt 5-Ct		0.100%	daily		33.04	390,064
Reserve Fund			US Bank Mmkt 5-Ct		0.100%	daily	1,875,100	158.85	1,875,586
Special Fund			US Bank Mmkt 5-Ct		0.100%	daily		0.01	69
Surplus Fund			US Bank Mmkt 5-Ct		0.090%	daily			11
BUA - WASTEWATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES									
Interest Account			US Bank Mmkt 5-Ct		0.100%	daily			197,424
Principal Account			US Bank Mmkt 5-Ct		0.000%	daily			3
			US Bank Mmkt 5-Ct		0.100%	daily		276.74	3,267,594
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2015 SERIES									
Revenue Bond			First Amer Treas Oblig Fd Cl D		0.000%	daily			29,607
Project Fund			First Amer Treas Oblig Fd Cl D		0.000%	daily			3,007,573
Cost of Issuance Fund			First Amer Treas Oblig Fd Cl D		0.000%	daily			0
Bond Fund			First Amer Treas Oblig Fd Cl D		0.000%	daily			734,825
BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES									
BFA - ELECTRIC SYSTEM REVENUE BONDS 2015 SERIES									
Revenue Fund			First Amer Treas Oblig Fd CL D		0.000%	daily			0
Acquisition & Construction			First Amer Treas Oblig Fd CL D		0.000%	daily			11,158,619
Cost of Issuance			First Amer Treas Oblig Fd CL D		0.000%	daily		0.01	10,043
*Paid Semi-Annually-Deposited into Money Mkt Account								Total	1,157.18
									29,792,895

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 2015 to March 2016. *(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.



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Michelle Green, Deputy Finance Director
Maribel Munoz, Financial Service Specialist

MEETING DATE: June 14, 2016

SUBJECT: Approval of Accounts Payable and Payroll Warrants
Month of March 2016

RECOMMENDATION:

The City Council review and ratify the following reports per the California Government Code.

FISCAL DATA:

The reports in your agenda packet cover "Expenditure Disbursements" and "Payroll Expenses" for the month of March 2016.

The reports included for this month are:

Expenditure approval lists:

March 3, 2016	151,498.20
March 10, 2016	579,657.78
March 17, 2016	351,162.34
March 24, 2016	262,585.66
March 31, 2016	765,886.30

May 31, 2016	(March Month End)	2,338,320.27
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Payroll check registers:

March 4, 2016	5,430.51
March 4, 2016	9,427.11
March 18,2016	4,697.96

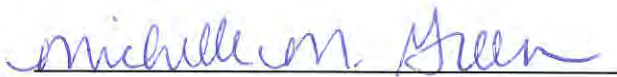
Payroll direct deposits:*

March 4, 2016	269,436.92
March 18,2016	252,725.51


**Included in Month End total*

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.

PREPARED BY:


Michelle M. Green
Deputy Finance Director

REVIEWED BY:


Rochelle Clayton
Administrative Services Director

APPROVED BY:


Michael Rock
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
 4020 – Day Care
 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
 005 – SA Admin Fund
 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 – 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

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Michelle Green, Deputy Finance Director
Maribel Munoz, Financial Service Specialist

MEETING DATE: June 14, 2016

SUBJECT: Approval of Accounts Payable and Payroll Warrants
Month of April 2016

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 2016.

The reports included for this month are:

Expenditure approval lists:

April 7, 2016	502,240.67
April 14, 2016	308,412.75
April 18, 2016	7,249.95
April 21, 2016	617,155.94
April 22, 2016	-
April 28, 2016	308,957.07

June 8, 2016	(April Month End)	3,591,637.42
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Payroll check registers:

April 1, 2016	4,737.64
April 15, 2016	4,874.90
April 29, 2016	4,424.73

Payroll direct deposits:*

April 1, 2016	255,982.82
April 15, 2016	258,659.24
April 29, 2016	324,352.43

**Included in Month End total*

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.

PREPARED BY:



Michelle M. Green
Deputy Finance Director

REVIEWED BY:



Rochelle Clayton
Administrative Services Director

APPROVED BY:



Michael Rock
City Manager

CITY of BANNING

Fund/Department Legend

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Alejandro Diaz, Chief of Police
Phil Holder, Lieutenant

MEETING DATE: June 14, 2016

SUBJECT: Resolution No. 2016-49 Authorizing acceptance of the 2016 Edward Byrne Memorial Justice Assistance Grant in the amount of \$10,805.

RECOMMENDATION: "The City Council conduct a Public Hearing and accept grant funds provided by the Office of Justice Programs in the amount of \$10,805 to cover overtime costs for police department staff managing and participating in the Banning Police Activities League (B.P.A.L.) program."

JUSTIFICATION: The Police Department proposes to use the grant funds to cover overtime costs for police department staff to manage and participate in BPAL activities. The use of grant funds to cover this cost will allow our employees to continue their commitment to the department's youth programs.

BACKGROUND: On May 17, 2016 the Banning Police Department received notification from the U.S. Bureau of Justice Assistance that it was eligible to apply for the 2016 Local Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$10,805. Per U.S. Department of Justice regulations, a public hearing must be conducted to allow citizens to make comments on the intended use of the noted grant funds before funding can be approved.

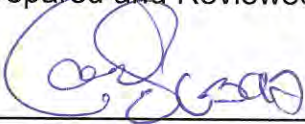
For the FY16 JAG, the U.S. Bureau of Justice Assistance is requiring all thirteen eligible agencies in Riverside County to submit a consolidated application with one Fiscal Agent (FA) as the grant administrator. The Riverside Police Department has agreed to take on the role as the FA for 2016. As in years past, the FA agency will receive 10% of each agency's grant award (\$1,081 for Banning) to help offset the costs associated with administering the grant for the agencies involved. Subsequently, the Banning Police Department shall receive, through reimbursement,

\$9,724 to pay for staff overtime related to their participation in the department's B.P.A.L. program.

FISCAL IMPACT: Accepted Byrne Grant funds will be appropriated to the Police Department's Overtime Account to pay overtime costs of department employees managing and participating in BPAL activities. On a quarterly basis, the Police Department will submit reimbursement requests to the Riverside Police Department for funds used.

ATTACHMENTS: None

Prepared and Reviewed by:

A blue ink signature of Alex Diaz, consisting of a stylized 'A' and 'D'.

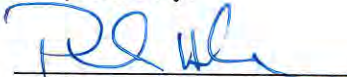
Alex Diaz
Chief of Police

Approved by:

A blue ink signature of Michael Rock, featuring a stylized 'M' and 'R'.

Michael Rock
City Manager

Prepared by:

A blue ink signature of Phil Holder, appearing as a stylized 'PH'.

Phil Holder
Lieutenant

RESOLUTION NO. 2016-49

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BANNING AUTHORIZING THE ACCEPTANCE OF THE 2016 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$10,805 TO BE USED FOR POLICE DEPARTMENT OVERTIME.

WHEREAS, having completed a public hearing on the proposed use of the 2016 U.S. Department of Justice Byrne Grant; and

WHEREAS, the City of Banning Police Department is committed to bringing together the Police Department, Community, and City Leaders to reduce crime in the City of Banning; and

WHEREAS, the Police Department is responsible for internal and external communications; and

WHEREAS, the Banning Police Department is committed to working with the youth in the community to deter them from gang and illegal activity involvement; and

WHEREAS, the City's procedures requires the City Council to adopt a resolution authorizing the acceptance of grant funds and their use.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning authorizes the acceptance of the 2016 U.S. Department of Justice Edward Byrne Memorial Assistance Grant in the amount of \$10,805 and its intended use and upon award of the grant appropriates \$9,724 of those funds to the Banning Police Department Overtime Account (001-2200-421-10-30), which based on its use, will be reimbursed on a quarterly basis through the Riverside Police Department. The Finance Department is authorized to make necessary budget adjustments related to these accepted funds.

PASSED, APPROVED, AND ADOPTED this 14th day of June, 2016.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

Anthony R. Taylor, 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. 2016-49 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of June 2016, by the following to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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



**CITY OF BANNING
CITY COUNCIL**

TO: Banning Mayor & City Council

**FROM: Anthony R. Taylor, City Attorney
Julie Hayward Biggs, Special Counsel**

DATE: June 14, 2016

SUBJECT: Adoption of Ordinance Establishing City Council Elections by Districts

RECOMMENDATION:

A) Introduce for first reading Ordinance No. 1497

AN ORDINANCE OF THE CITY OF BANNING AMENDING CHAPTER 2.04 ADMINISTRATION, OF THE BANNING MUNICIPAL CODE BY ADDING NEW SECTION 2.04.035 CHANGING THE CITY'S ELECTORAL SYSTEM SO THAT MEMBERS OF THE CITY COUNCIL WILL BE ELECTED BY DISTRICTS AND ESTABLISHING DISTRICT BOUNDARIES FOR FIVE ELECTORAL DISTRICTS

B) Approve first reading of Ordinance No. 1497

DISCUSSION:

The City has received requests from members of the public beginning in January 2016 to study the option of creating electoral districts for city council elections, with or without a mayor elected at-large. In response to requests from members of the public, the City engaged a consultant, National Demographics Consultants, Inc. ("NDC"), to analyze this matter.

After the City engaged NDC, a lawsuit was filed on March 30, 2016, entitled *Cassadas, et al. v. City of Banning*, Riverside Superior Court, Case No. 1603770, alleging violations of the California Voting Rights Act of 2001 for the City not having district elections of council members. The City has filed an answer with the Court denying the allegations in that lawsuit. The City continues to deny the allegations in that lawsuit. This staff report is written separately from that lawsuit to respond in an open and transparent fashion to requests by members of the public concerning district elections for council members.

The City's goal is to ensure that all residents of the City of Banning have open access to the electoral system so that full and open participation continues to encourage election of qualified and committed community leaders on the City Council.

Public hearings were held on this matter on May 24th, June 6th and June 7, 2016 and a public hearing for final adoption of the Ordinance has been noticed for June 28, 2016. PowerPoint presentations that included proposed district election maps was presented to the City Council and the public at those hearings by NDC and five electoral district maps from members of the public and the plaintiff in the pending legal action were submitted and analyzed as well.

Review of the map submitted by the plaintiff, revealed that the plaintiff's map did not meet the requirements as to population balance in each district or as to minority voting age residents because the variance in population amounted to 16% rather than the 10% standard and no proposed district had even a plurality of voting age minority residents.

At the meeting on June 7, 2016, after testimony was taken and the Council had considered all maps submitted, the Council approved establishment of electoral districts and selected the "Smith 1" electoral district map and demographics. The Council directed that an ordinance be prepared reflecting that decision and that it be placed on the June 14th agenda for first reading and on the June 28th agenda for final approval at the noticed public hearing scheduled for that date.

The Ordinance is attached along with the Adopted Map and related demographics as Exhibit A.

ANALYSIS:

Pursuant to Government Code Section 34886, the City Council was required to hold three public hearings to potentially adopt an ordinance for the district election of members of the City Council with either five electoral districts or four electoral districts with a mayor elected at-large for either a two or four year term. The Council chose to proceed with five electoral districts.

Under Government Code Section 36934, ordinances may be introduced for first reading at either a regular or a special public meeting but may only be finally enacted at a regular public meeting of the City Council held at least five days after approval of introduction and first reading of the ordinance. Because Government Code Section 34886 requires that an ordinance establishing electoral districts be approved at a public hearing, the earliest a public hearing can be noticed for a regular Council meeting is June 28, 2016. Accordingly, by introducing the ordinance on June 14, 2016, the Council may properly proceed to final approval of the ordinance at the public hearing scheduled for June 28, 2016. The deadline under State law to move forward with district elections for the November 2016 election is July 1, 2016.

OPTIONS:

1. Receive public testimony and approve introduction and first reading of Ordinance No. 1497.

09999.0003/300101.1

2. Direct staff as to any further action needed.

FISCAL IMPACT:

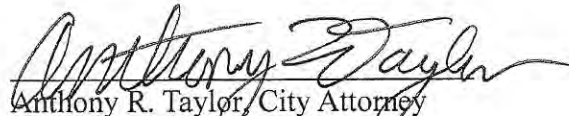
Unknown at this time.

ATTACHMENTS:

Exhibit A:

AN ORDINANCE OF THE CITY OF BANNING AMENDING CHAPTER 2.04 ADMINISTRATION, OF THE BANNING MUNICIPAL CODE BY ADDING NEW SECTION 2.04.035 CHANGING THE CITY'S ELECTORAL SYSTEM SO THAT MEMBERS OF THE CITY COUNCIL WILL BE ELECTED BY DISTRICTS AND ESTABLISHING DISTRICT BOUNDARIES FOR FIVE ELECTORAL DISTRICTS

PREPARED BY:


Anthony R. Taylor, City Attorney

REVIEWED BY:


Michael Rock, City Manager

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ATTACHMENT 1

ORDINANCE NO. 1497

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING CHAPTER 2.04 ADMINISTRATION, OF THE BANNING MUNICIPAL CODE BY ADDING NEW SECTION 2.04.035 CHANGING THE CITY'S ELECTORAL SYSTEM SO THAT MEMBERS OF THE CITY COUNCIL WILL BE ELECTED BY DISTRICTS AND ESTABLISHING DISTRICT BOUNDARIES FOR FIVE ELECTORAL DISTRICTS

WHEREAS, the City of Banning supports the full participation of all residents in electing Members of the City Council; and

WHEREAS, the City of Banning currently elects its five City Council Members using an at-large election system; and

WHEREAS, in the at-large election system, candidates may reside in any part of the City and every voter in the entire city elects all five members of the City Council; and

WHEREAS, in a by-district election system, a candidate for City Council must reside in the district that he or she wishes to represent, and the voters of that district only are entitled to vote for one candidate to represent that district as a member of the City Council; and

WHEREAS, under the provisions of California Government Code sections 34870-34884, a proposal to adopt an electoral system that provides for the election of members of the City Council on a by-district basis in a general law city must be submitted to the voters of the City along with the proposed boundaries of the districts; and

WHEREAS, California Government Code section 34886, effective January 1, 2016, now permits the City Council of a city with a population of fewer than 100,000 people, to change the city's method of election by Ordinance adopted by the City Council without the approval of residents of the city to a "by-district" system in which each City Council member is elected only by the voters in the district in which the candidate resides or to a system; and

WHEREAS, the City of Banning's population under the 2010 Census was 29,603; and

WHEREAS, on or about January 22, 2016, the City received a letter asserting its at-large electoral system violates the California Voting Rights Act, and threatening litigation if the City declined to adopt by-district elections in time for the 2016 City Council elections; and

WHEREAS, the January 22, 2016 letter did not contain any evidence of a violation, and no violation is believed to have occurred, but the cost of defending against a claim under the California Voting Rights Act is extremely high, even if the City is successful, and at this time such an expensive defense would severely burden the City's budget and curtail the City's ability to provide needed public services to its residents; and

WHEREAS, the City promptly responded to the letter dated February 11 , 2016, thanking the author for directing the City's attention to the perceived issue and affirming that the City would be retaining the services of an expert in electoral district matters to assist it in evaluating whether action was necessary or advisable under the circumstances;

WHEREAS, the City retained an expert to advise the City as to how to proceed to establish electoral districts under Government Code 34886; and

WHEREAS, after the City engaged its consultant, a lawsuit was filed on or about March 30, 2016, entitled *Cassadas, et al. v. City of Banning*, Riverside Superior Court, Case No. 1603770, alleging violations of the California Voting Rights Act of 2001 for the City not having district elections of council members; and

WHEREAS, the City has filed an answer with the Court denying the allegations in that lawsuit and the City continues to deny the allegations in that lawsuit; and

WHEREAS, despite the fact that no violation of the California Voting Rights Act has been proved or determined, unless this Ordinance is adopted before July 1, 2016, a change to district elections cannot be made in time for the November 2016 election; and

WHEREAS, the City of Banning cannot risk exposure to the potentially high cost of continued litigation in this matter and must adopt this Ordinance as an measure to protect the health, safety and general welfare of its residents; and

WHEREAS, while referencing the foregoing matters, this ordinance is written separately from that lawsuit to respond in an open and transparent fashion to requests by members of the public for district elections of council members; and

WHEREAS, the City's goal is to ensure that all residents of the City of Banning have open access to the electoral system so that full and open participation continues to encourage election of qualified and committed community leaders on the City Council; and

WHEREAS, the City of Banning after carefully evaluating its electoral history finds, declares and determines that a change in its electoral system for members of the City Council will in fact further and fully comply with the purposes of the California Voting Rights Act; and

WHEREAS, the City of Banning has determined that election of all five members of the City Council by-district as specifically authorized by Government Code section 34886 will best serve the City's interests; and

WHEREAS, pursuant to California Government Code section 34886, the City Council of Banning declares electing five members of the City Council of the City of Banning on a by-district basis as set forth in this Ordinance will enhance implementation of the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Section 14031 of the California Voting Rights Act; and

WHEREAS, under the provisions of California Elections Code section 10010, a political subdivision that changes from an at-large method of election to a by-district method of election must hold at least two public hearings on a proposal to establish the district boundaries of the political subdivision prior to a public hearing at which the governing body of the political subdivision votes to approve or defeat the proposal; and

WHEREAS, the City Council held public hearings on the proposal to establish district elections for council members on May 24, 2016, June 6, 2016 and June 7, 2016, at which time it took public testimony and considered proposals to establish district boundaries, and following those public hearings a five district election map known as Smith Map 1 (attached hereto as Exhibit "1") was selected subject to this ordinance being introduced by the City Council on June 14, 2016 and final adoption of this ordinance at a public hearing on June 28, 2016; and

WHEREAS, the purpose of this Ordinance is to enact, pursuant to California Government Code section 34886, an Ordinance providing for the election of Members of the City Council of the City of Banning by-district in five single-member districts as reflected in Exhibit 1 to this Ordinance; and

WHEREAS, the City Council also finds that based on substantial evidence in the record from the three public hearings referenced above the proposed district election map that was submitted by the plaintiffs in the above-referenced lawsuit does not fully comply with or further the purposes of the California Voting Rights Act because the proposed districts are not balanced as to population and demonstrate a 16% difference in voting age population rather than the 10% standard that is required to meet the mandates of the CVRA; the highest percentage of voting age minority residents in the proposed districts is 42% with none of the proposed districts having even a plurality of voting age minority residents; and every proposed district has a Caucasian plurality.

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF BANNING DO HEREBY ORDAIN
AS FOLLOWS:**

SECTION 1. Chapter 2.04, Administration, Article II, City Council, is amended by the addition of new Section 2.04.035 to read as follows:

"Section 2.04.035. – Election of Members of the City Council and Mayor.

- A. Pursuant to California Government Code section 34886, all Members of the City Council of the City of Banning shall be elected by-districts in five (5) single member districts.
- B. Electoral Districts.

(1) Beginning with the general municipal election in November 2016, Members of the City Council shall be elected in the electoral districts established by Section 2.04.036 and subsequently reapportioned as provided by State law. Elections shall take place "by-district" as that term is defined in California Government Code section 34871, meaning one Member of the City Council shall be elected from each district, by the voters of that district alone. Each Member of the City Council shall serve a four-year term until his or her successor is qualified.

(2) Except as provided in subdivision (3) of this section, the Council Member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must live in, and be a registered voter in the district in which he or she seeks election at the time nomination papers are issued, pursuant to California Government Code section 34882 and Elections Code section 10227. Termination of residency in a district by a Council Member shall create an immediate vacancy for that Council district unless a substitute residence within the district is established within thirty (30) days after the termination of residency.

(3) Notwithstanding any other provision of this section, the Members of the City Council in office at the time the Ordinance codified in this chapter takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified. At the end of the term of each Council Member, that Member's successor shall be elected on a by-district basis in the districts established in Section 2.04.036.

- C. The following electoral districts are hereby established and described as follows:

District 1

Beginning at the intersection of Sunset Avenue and I- 10, proceeding northerly along Sunset Avenue until Wilson Street; thence proceeding easterly along Wilson Street until San Gorgonio Avenue; thence proceeding southerly along San Gorgonio Avenue until I- 10; thence proceeding westerly along I- 10 until Sunset Avenue, which is the point of origin.

District 2

The region bounded and described as follows: Beginning at the intersection of Westward Avenue and Sunset Avenue; proceeding northerly along Sunset Avenue until I- 10; thence proceeding easterly along I- 10 until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until Nicolet Street; thence proceeding easterly along Nicolet Street until Hargrave Street; thence proceeding southerly along Hargrave Street until I- 10; thence proceeding easterly along I- 10 until the border of the Morongo Tribal Reservation; thence proceeding southerly along the border of the Morongo Tribal Reservation until the City border; thence proceeding clockwise along the City border until the point of origin.

District 3

Beginning at the intersection of Wilson Street and Highland Springs Avenue; thence proceeding easterly along Wilson Street until Kingswell Drive; thence proceeding southerly along Kingswell Drive until Spring View Drive; thence proceeding easterly along Spring View Drive until Meridian Avenue; thence proceeding southerly along Meridian Avenue, which becomes Highland Home Road and its extension until I- 10; thence proceeding easterly along I- 10 until Sunset Avenue; thence proceeding southerly along Sunset Avenue until the City border; thence proceeding clockwise along the City border until the point of origin.

District 4

Beginning at the intersection of Wilson Street and Highland Springs Avenue; thence proceeding easterly along Wilson Street until Kingswell Drive; thence proceeding southerly along Kingswell Drive until Spring View Drive; thence proceeding easterly along Spring View Drive until Meridian Avenue; thence proceeding southerly along Meridian Avenue, which becomes Highland Home Road and its extension until I- 10; thence proceeding easterly along I- 10 until Sunset Avenue; thence proceeding northerly along Sunset Avenue until Wilson Street; thence proceeding

easterly along Wilson Street until 8th Street; thence proceeding northerly along 8th Street until Indian School Lane; thence proceeding easterly along Indian School Lane until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until the City border; thence proceeding counter-clockwise along the City border until the point of origin.

District 5

Beginning at the intersection of the Morongo Tribal Reservation and the southern border of the City, proceeding northerly along the border of the Morongo Tribal Reservation until I- 10; thence proceeding westerly along I- 10 until Hargrave Street; thence proceeding northerly along Hargrave Street until Nicolet Street; thence proceeding westerly along Nicolet Street until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until Wilson Street; thence proceeding westerly along Wilson Street until 8th Street; thence proceeding northerly along 8th Street until Indian School Lane; thence proceeding easterly along Indian School Lane until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until the City border; thence proceeding clockwise along the City border until the point of origin.

The Council districts specified in this subdivision (C) shall continue in effect until they are amended or repealed in accordance with law.

- D. Council Members shall be elected in Council Districts 1, 2 and 3 beginning at the general municipal election in November 2016, and every four years thereafter. Council Members shall be elected from Council Districts 4 and 5 beginning at the general municipal election in November 2018, and every four years thereafter.
- E. A map showing the districts described in the Ordinance codified in this chapter is attached hereto as Exhibit 1 and incorporated by this reference. To the extent there is a conflict between the descriptions contained in the Ordinance codified in this chapter and the map incorporated herein, the map shall prevail. If necessary to facilitate the implementation of this Ordinance, the City Clerk is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk shall consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts."

SECTION 2. Effective Date. This Ordinance shall be effective immediately upon its final adoption as provided in Government Code 36934(a).

SECTION 3. Inconsistencies. To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City Ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof.

SECTION 4. Interpretation. In interpreting this Ordinance or resolving any ambiguity, this Ordinance shall be interpreted in a manner that effectively accomplishes its stated purposes.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Banning hereby declare they would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Publication. The City clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36833(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED by the City Council this _____ day of June, 2016.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Marie Calderon, City Clerk

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

Anthony R. Taylor, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1497 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 14th day of June, 2016, and was duly adopted at a regular meeting of said City Council on the _____ day of June, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

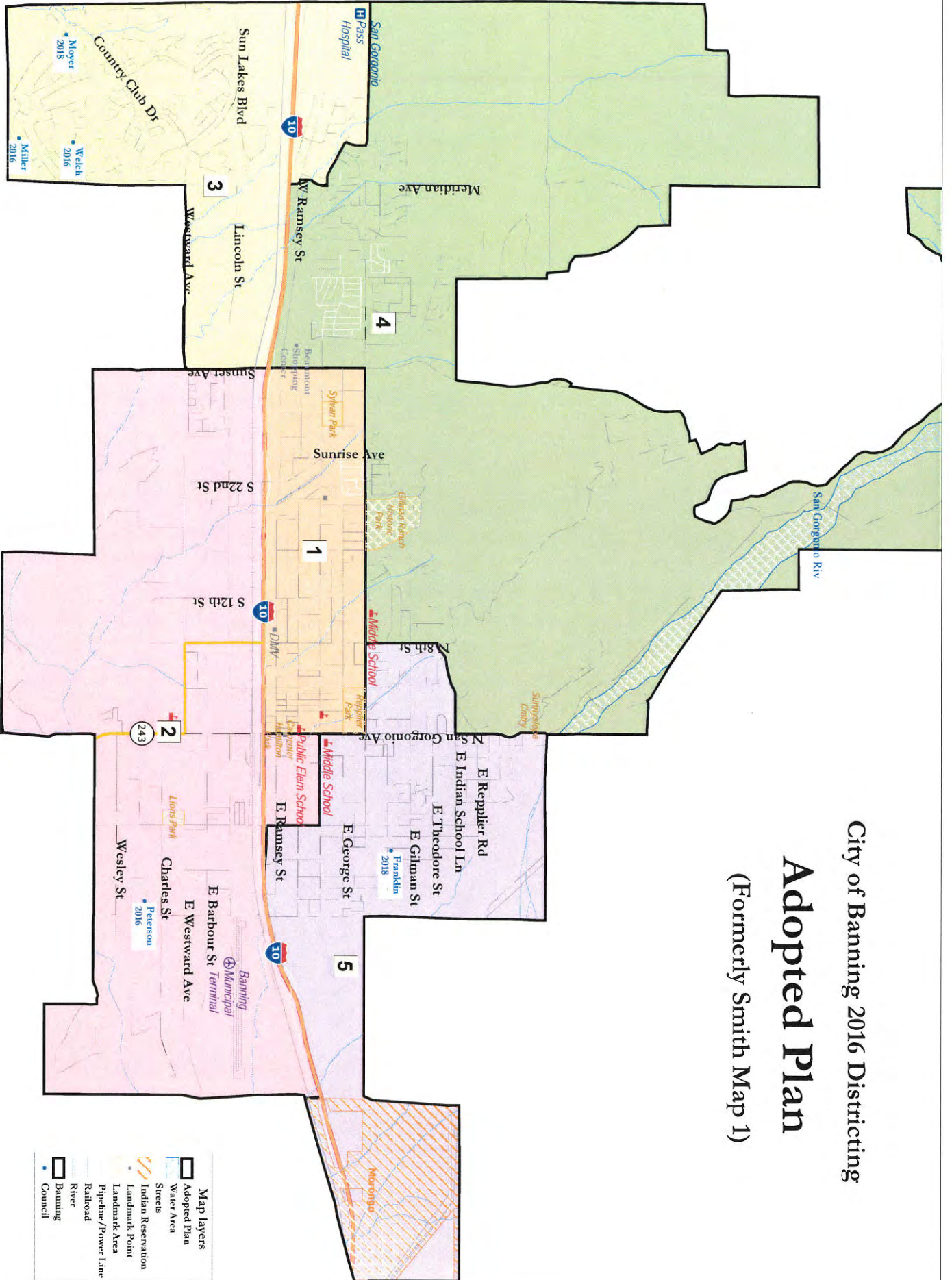
ABSTAIN:

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

Exhibit 1

Adopted Map and Demographic Data

City of Banning 2016 Districting Adopted Plan (Formerly Smith Map 1)



City of Banning - Adopted Plan							
District		1	2	3	4	5	Total
	Total Pop	5,814	5,792	5,973	5,858	6,166	29,603
	Deviation from ideal	-107	-129	52	-63	245	374
	% Deviation	-1.81%	-2.18%	0.88%	-1.06%	4.14%	6.32%
Total Pop	% Hisp	58%	49%	8%	37%	53%	41%
	% NH White	31%	30%	86%	48%	23%	43%
	% NH Black	5%	9%	2%	5%	15%	7%
	% Asian-American	3%	10%	3%	6%	5%	5%
Voting Age Pop	Total	4,064	4,312	5,898	4,424	4,128	22,826
	% Hisp	52%	46%	8%	32%	47%	34%
	% NH White	36%	34%	86%	55%	28%	51%
	% NH Black	5%	9%	2%	5%	16%	7%
Citizen Voting Age Pop	% Asian-American	4%	9%	3%	6%	6%	5%
	Total	3,424	3,915	6,528	4,610	3,597	22,074
	% Hisp	47%	31%	5%	23%	40%	26%
	% NH White	42%	45%	88%	62%	37%	60%
Voter Registration (Nov 2014)	% NH Black	8%	12%	3%	9%	17%	9%
	% Asian/Pac.Isl.	6%	14%	7%	9%	8%	6%
	Total	1,679	1,521	4,586	2,514	2,003	12,303
	% Latino	38%	37%	8%	28%	37%	24%
Voter Turnout (Nov 2014)	% Asian-Surnamed	1%	2%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	1%	0%	1%	0%	1%
	Total	620	684	3,432	1,241	710	6,687
	% Latino	27%	30%	6%	20%	27%	15%
Voter Turnout (Nov 2012)	% Asian-Surnamed	1%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	0%	1%	0%	1%
	Total	1,094	894	4,150	1,779	1,183	9,100
	% Latino	31%	35%	7%	22%	32%	19%
ACS Pop. Est.	% Asian-Surnamed	1%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	0%	1%	0%	1%
	Total	5,762	6,080	6,640	6,124	6,094	30,700
Age	age0-19	30%	26%	2%	19%	36%	22%
	age20-60	54%	57%	14%	51%	51%	45%
	age60plus	16%	16%	83%	30%	13%	33%
Immigration	immigrants	21%	20%	11%	12%	18%	16%
	naturalized	34%	36%	83%	41%	40%	44%
Language spoken at home	english	57%	58%	88%	77%	64%	70%
	spanish	40%	33%	5%	18%	32%	25%
	asian-lang	2%	8%	3%	3%	3%	4%
	other lang	1%	1%	4%	2%	1%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	15%	5%	10%	15%	12%
Education (among those age 25+)	hs-grad	64%	61%	66%	66%	63%	64%
	bachelor	5%	8%	14%	10%	4%	9%
	graduatedegree	3%	4%	12%	5%	6%	7%
Child in Household	child-under18	31%	29%	2%	15%	35%	18%
Work (percent of pop age 16+)	employed	49%	38%	15%	49%	50%	38%
	Commute on Public Transit	1%	1%	2%	3%	0%	1%
Household Income	income 0-25k	36%	26%	21%	28%	37%	28%
	income 25-50k	36%	29%	37%	30%	22%	32%
	income 50-75k	14%	24%	22%	16%	19%	19%
	income 75-200k	14%	19%	17%	25%	21%	19%
	income 200k-plus	0%	1%	2%	1%	1%	1%
Housing Stats	single family	85%	83%	98%	93%	85%	90%
	multi-family	15%	17%	2%	7%	15%	10%
	vacant	15%	10%	9%	7%	15%	11%
	occupied	85%	90%	91%	93%	85%	89%
	rented	56%	45%	12%	25%	51%	33%
	owned	44%	55%	88%	75%	49%	67%
Total and Voting Age population data from the 2010 Decennial Census.							
Voter Registration and Turnout data from the California Statewide Database.							
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2010-2014 American Community Survey 5-year data.							



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Director of Public Works

MEETING DATE: June 14, 2016

SUBJECT: Adopt Resolution No. 2016-40 "Approving the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. of Lake Forest, California"

RECOMMENDATION:

The City Council adopt Resolution No. 2016-40:

- I. Approving the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. of Lake Forest, California in the amount of \$46,180 for Fiscal Year 2016/2017.
- II. Authorizing the Administrative Services Director to make necessary budget adjustments and appropriations and transfers related to the agreement.
- III. Authorizing the City Manager to execute the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. for Fiscal Year 2016/2017.

JUSTIFICATION:

The approval of the Landscape Maintenance Services Agreement will assist the Public Works Department in addressing current demands and operational needs.

BACKGROUND:

On November 10, 2015 City Council approved Resolution No. 2015-95, "Approving a Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. of Lake Forest, California". The services provided to the City include turf management; shrub

bed maintenance; tree care and pruning; fertilization; environmental weed and pest control; irrigation equipment maintenance and operations for the following locations:

- Ramsey Street Medians from Highland Springs Avenue to Highland Home Road.
- Banning City Hall (99 East Ramsey Street) landscaping around building and parking lot.
- Banning Police Station (125 East Ramsey Street).
- Banning Police Station Northeast Parking Lot (125 E. Ramsey Street)
- Fire Station Building (5261 W. Wilson Street)
- Community Center & Senior Center (769 & 789 N. San Geronio Avenue)
- Aquatic Center (749 N. San Geronio Avenue)

As requested by City Council during the consideration of Resolution No. 2015-95, staff requested a proposal from Artistic Maintenance, Inc. for the maintenance of the Ramsey Street medians from Highland Home Road to Sunset Avenue. The proposal amount is \$325 per month (\$3,900 per year), which is acceptable and is therefore recommended to be included in the new agreement.

Artistic Maintenance, Inc. has continued to provide the City with affordable services at an acceptable level. Staff recommends the approval of the renewal of the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. for an additional year as allowed by Resolution No. 2015-95, which allowed the renewal of the agreement for four additional years.

If approved, this will be the second year Artistic Maintenance Inc. will provide the listed services.

FISCAL IMPACT:

The Landscape Maintenance Services Agreement is for an amount “not to exceed” \$46,180. The agreement will be funded by Account No. 001-2200-421.23-29, (Contractual Services/Landscape Maintenance; Police) in the amount of \$7,080, Account No. 001-3200-412.23-29 (Contractual Services/Landscape Maintenance; Building Maintenance) in the amount of \$8,400, Account No. 001-4000-461.23-29 (Contractual Service/Landscape Maintenance; Recreation) in the amount of \$2,057, Account No. 001-4010-461.23-29 (Contractual Services/Landscape Maintenance; Aquatics) in the amount of \$1,650, Account No. 001-4050-462.23-29 (Contractual Services/Landscape Maintenance; Senior Center) in the amount of \$3,086, Account No. 010-5800-434.23-29 (Contractual Services/Landscape Maintenance; Transit) in the amount of \$3,407 and Account 100-4900-432.23-29 (Contractual Services/Landscape Maintenance; Street) in the amount of \$18,000, with an additional \$2,500 for miscellaneous repairs.

OPTIONS:

1. Adopt Resolution No. 2016-40
2. Reject Resolution No. 2016-40. If rejected, the City will have two options: 1) go out to bid for the required services or 2) maintain the areas with current staff. Option 2 is problematic considering current staff levels.

ATTACHMENTS:

1. Resolution No. 2016-40
2. Resolution No. 2015-95
3. Artistic Maintenance Proposal for Ramsey Street Medians from Highland Home Road to Sunset Avenue

Prepared by:



Art Vela,
Public Works Director

Reviewed by:



Rochelle Clayton
Administrative Services Director/
Deputy City Manager

Approved by:



Michael Rock
City Manager

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ATTACHMENT 1

(Resolution No. 2016-40)

RESOLUTION NO. 2016-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH ARTISTIC MAINTENANCE, INC. OF LAKE FOREST, CALIFORNIA

WHEREAS, on September 1, 2015 staff solicited proposals from qualified companies to provide landscape maintenance services for public properties throughout the City and:

WHEREAS, the scope of work for these services includes turf management; shrub bed maintenance; tree care and pruning; fertilization; environmental weed and pest control; irrigation equipment maintenance and operations for all locations identified in the Request for Proposals; and

WHEREAS, on November 10, 2015, City Council approved Resolution No. 2015-95, "Approving a Landscape Maintenance Services Agreement with Artistic Maintenance Inc. of Lake Forest, California"; and

WHEREAS, Artistic Maintenance, Inc. has continued to provide the City with affordable service at an acceptable level and therefore staff recommends the approval of the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. for an additional year as allowed by Resolution No. 2015-95; and

WHEREAS, funding is available in the operational budgets of the Police, Streets, Building Maintenance, Community Center, and Senior Center Division accounts for the Fiscal Year 2016/2017 Landscape Maintenance Services Agreement in the amount of "not to exceed" \$46,180.

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. 2016-40 approving a Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. of Lake Forest, California in the amount of "not to exceed" \$46,180 for Fiscal Year 2016/2017.

SECTION 2. The Administrative Services Director is authorized to make necessary budget adjustments and appropriations and transfers related to this services agreement.

SECTION 3. The City Manager is authorized to execute the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. of Lake Forest, California.

PASSED, ADOPTED AND APPROVED this 14th day of June, 2016.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

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

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

Anthony Taylor, 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. 2015-95, was duly adopted by the City Council of the City of Banning, California, at a Regular Meeting thereof held on the 14th day of June, 2016, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

(Resolution No. 2015-95)

RESOLUTION NO. 2015-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH ARTISTIC MAINTENANCE, INC. OF LAKE FOREST, CALIFORNIA

WHEREAS, on September 1, 2015 staff solicited proposals from qualified companies to provide landscape maintenance services for public properties throughout the City; and

WHEREAS, the scope of work for these services includes turf management; shrub bed maintenance; tree care and pruning; fertilization; environmental weed and pest control; irrigation equipment and operations for all locations identified in the Request for Proposals; and

WHEREAS, Public Works staff advertised the RFP on September 1, 2015 in the Press Enterprise and provided notification on the City's website, as well as, notifications were sent to local companies and the Public Works Department received four (4) proposals; and

WHEREAS, staff recommends the award of a Landscape Maintenance Services Agreement to Artistic Maintenance, Inc. in the amount of \$25,705.00 for Fiscal Year 2015/2016 (7 month period) with the option to renew for four (4) additional single years upon satisfactory annual review of provided; and

WHEREAS, Artistic Maintenance, Inc. currently provides services to the City for various locations and has successfully met requirements; and

WHEREAS, funding is available in the operational budgets of the Police, Streets, Building Maintenance, Community Center, and Senior Center Division accounts for the Fiscal Year 2015/2016 seven (7) month Landscape Maintenance Services Agreement in the amount of \$25,705.00.

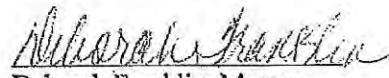
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The Banning City Council adopts Resolution No. 2015-95 approving a Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. of Lake Forest, California in the amount of \$25,705.00 for Fiscal Year 2015/2016 (Seven (7) Month Period) with the option to renew for four (4) additional single year periods in which City Council will have final approval of each additional single year period.


SECTION 2. The Administrative Services Director is authorized to make necessary budget adjustments and appropriations and transfers related to this services agreement.

SECTION 3. The Acting City Manager is authorized to execute the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. of Lake Forest, California, in a form approved by the City Attorney.


PASSED, APPROVED AND ADOPTED this 10th day of November, 2015.


Deborah Franklin, Mayor
City of Banning

ATTEST:


Marie A. Calderon, City Clerk
City of Banning


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


Lona N. Laymon, 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. 2015-95, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of November, 2015, by the following vote, to wit:

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


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

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ATTACHMENT 3

**(Artistic Maintenance proposal to maintain Ramsey Medians from Highland
Home Road to Sunset Avenue)**



Artistic Maintenance, Inc.

Landscape & Irrigation Management

April 28, 2016

Corporate Office:
P.O. Box 1569
Lake Forest, CA 92609
(800) 698-9834
FAX (949) 581-0436

Ramsey Street Median

C/o Carl Szoyka
City of Banning
176 E. Lincoln Street, PO Box 998
Banning, CA 92220

Dear Mr. Szoyka:

Thank you for the opportunity to submit the following proposal for **Ramsey Street Median**. This proposal is based upon a thorough review of the specifications and a detailed physical inspection and evaluation of your property.

Enclosed please find our:

1. Landscape Maintenance Proposal Summary
2. Company Profile
3. Letter of Introduction
4. Reference Profile
5. Water Management Review
6. Contract with Exhibit A: SPECIFICATIONS
Exhibit B: UNIT COST

If our proposal meets with your approval, please sign the enclosed contract and return it to our office. You will receive a fully executed copy for your records shortly thereafter.

We trust that this information will be helpful in determining our qualifications. We are committed to offering you the best service possible and we are looking forward to the challenges your property offers.

Thank you again for the opportunity of submitting this proposal for your property. If you should have any questions or require any further information please feel free to contact me through our office at (800) 698-9834.

Sincerely,

ARTISTIC MAINTENANCE, INC.

Monico Sanchez

Monico Sanchez
Branch Manager

LANDSCAPE MAINTENANCE PROPOSAL SUMMARY

Thank you for the opportunity of submitting this bid/proposal for **Ramsey Street Median** located in **Banning, California**. We are very grateful for your consideration and hope that you will find the enclosed information useful in determining the scope of our services and qualifications.

The proposal is based on the Landscape Maintenance Specifications that were supplied by City of Banning and on our evaluation of your property.

Specifications may be replaced, modified or amended at any time upon the full written consent of Artistic Maintenance, Inc. and authorized individuals or their agents. Any authorized replacement, modification or amendment to these specifications shall negate and make void any previously quoted fees which are relative to these specifications. Any revisions to these specifications shall necessitate reconsideration of Artistic's fee proposal and possible adjustment.

The proposed monthly fee for services provided shall be:

LANDSCAPE MAINTENANCE

\$325.00 PER MONTH

Contract Services Include:

- Certified Arborists
- Certified Pest Applicators
- Monthly Landscape walk-through
- 24 hour emergency response services
- Water Management Specialists
- 2-5 year Tree Maintenance Program developed by our certified arborist.
- Monthly landscape reports include: Service request report, Irrigation tracking log, Detailed punch list from landscape walk through and digital imaging proposals upon request.

Your project's management will be headquartered out of our **Riverside** office. All communications can be mailed to the address listed on our letterhead.

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Fred Mason, Electric Utility Director
Brandon Robinson, Associate Electrical Engineer

MEETING DATE: June 14, 2016

SUBJECT: Adopt Resolution No. 2016-42, "Approving the Purchase of Substation Electrical Distribution Equipment for the 12kV Conversion of the Alola and Airport Substations"

RECOMMENDATION:

Adopt City Council Resolution No. 2016-42:

- I. Approving the purchase agreement for 311251-P1 RFP for 69x34.5-12.47 kV Power Transformers with LTC to Virginia Transformer Corp, in the amount not to exceed \$1,087,947 including taxes, and rejecting all other proposals
- II. Approving the purchase agreement for 311251-P2 RFP for 69 kV Power Circuit Breakers to Siemens Industry, Inc., in the amount not to exceed \$131,250 including taxes, and rejecting all other proposals
- III. Approving the purchase agreement for 311251-P3 RFP for 12.47 kV Metal-Clad Switchgear Building to Myers Power Products, Inc., in the amount not to exceed \$1,028,322 including taxes, and rejecting all other proposals
- IV. Approving the purchase agreement for 311251-P4 RFP for Substation Structures and Equipment to Dis-Tran Packaged Substations, in the amount not to exceed \$180,750 including taxes, and rejecting all other proposals
- V. Authorizing the City Manager to execute the agreement between the City and Virginia Transformer Corp, Myers Power Products, Inc., Siemens Industry, Inc., and Dis-Tran Packaged Substations for the required equipment purchases.

VI. Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers related to the project.

JUSTIFICATION:

Approval of this resolution would support the City of Banning Electric Utility ("Utility") in preparing for the implementation of the 4kV to 12kV voltage upgrades at the Alola and Airport substations and the overhead/underground distribution system.

BACKGROUND:

The Utility originally identified the need to upgrade the distribution system during the completion of the "10-Year Electric System Master Plan 2004-2014." As a part of an effort to complete the projects that were proposed in the preferred plan, the Banning City Council adopted resolution 2010-27 authorizing the Utility to utilize a portion of its Electric Bond proceeds for upgrades at Alola and Airport substations that will coincide with the completion of 4kV to 12kV voltage upgrades for the distribution system. In addition to the upgrades of the Alola and Airport substations, the Utility will also complete additional projects such as system upgrades at Lyons Park, 4kV to 12kV Overhead and Underground Conversion of distribution circuits, and other projects related to the expansion of 12kV distribution throughout Banning.

Resolution 2014-18 was adopted by the Banning City Council on May 13, 2014 authorizing Leidos Engineering, LLC ("Leidos") to serve as the Utility's engineering and project management consultant that would be tasked with the design and construction administration for the aforementioned upgrades. One of the major milestones of this contract is to procure substation equipment prior to the construction phase because it is more cost efficient and shortens the lead time for receiving such equipment.

Leidos proposed to advertise and review the major substation equipment that the Utility would pre-purchase in four different packages:

- 311251-P1 RFP for 69x34.5-12.47 kV Power Transformers with LTC (Load Tap Changers)
- 311251-P2 RFP for 69 kV Power Circuit Breakers
- 311251-P3 RFP for 12.47 kV Metal-Clad Switchgear Building
- 311251-P4 RFP for Substation Structures and Equipment

The Utility issued a Request for Proposal (RFP) for each procurement package and advertised each RFP on March 16 and March 23, 2016 in the Press Enterprise, Record Gazette, Desert Sun, City of Banning website and various online industry plan rooms. A total of 24 proposals were received by the City Clerk by the submission deadline. The summaries of all proposals received are attached herewith as Exhibit "A".

On April 4, 2016 the City Clerk received thirteen (13) proposals, publicly opened and read out loud the following results for 311251-P1 RFP for 69x34.5-12.47 kV Power

Transformers with LTC for the Utility to review. Listed below are the price quotes included in the proposals:

<u>Company</u>	<u>Bid Results</u>
1. Virginia Transformer Corp	\$1,087,947
2. MVA Power, Inc.	\$1,201,299
3. Wenco, LLC.	\$1,216,503
4. WEG Electric Corp.	\$1,276,500
5. Pan American Supply, Inc.	\$1,315,737
6. CG Power Systems USA Inc.	\$1,359,900
7. Shihlin Electric	\$1,406,400
8. Pennsylvania Transformer Technology, Inc.	\$1,436,631
9. Hyundai Corporation USA.	\$1,560,250
10. Royal Wholesale Electric	\$1,587,947
11. Delta Star Transformers	\$1,632,603
12. ABB c/o Pacific Utilities	\$1,642,860
13. Howard Industries, Inc.	\$2,290,503

The principal items to be provided are three 69x34.5-12.47 kV 10/13.33 MVA Power Transformers with LTC. Two transformers will be provided for Alola Substation and one for Airport Substation. The contract consists of furnishing the transformers with a 5-year warranty. A copy of the lowest proposal can be found attached as Exhibit "B".

On April 4, 2016 the City Clerk received four (4) proposals, publicly opened and read out loud the following results for 311251-P2 RFP for 69 kV Power Circuit Breakers for the Utility to review. Listed below are the price quotes included in the proposals:

<u>Company</u>	<u>Bid Results</u>
1. Siemens Industry, Inc.	\$131,250
2. Siemens Industry, Inc. c/o Len T. Deloney, Co., LLC	\$131,250
3. ABB c/o Pacific Utilities	\$140,141
4. Hitachi HVB, Inc.	\$160,500

The items to be provided are three 69kV Power Circuit Breakers: two for Alola Substation and one for Airport Substation. A copy of the lowest proposal can be found attached as Exhibit "C".

It has been noted that the bids from Siemens Industry and Len T. Deloney were identical bids from entities representing the same company. Both bids were submitted as a result of miscommunication.

On April 4, 2016 the City Clerk received four (4) proposals, publicly opened and read out loud the following results for 311251-P3 RFP for 12.47 kV Metal-Clad Switchgear Building for the Utility to review. Listed below are the quotes included in the proposals:

<u>Company</u>	<u>Bid Results</u>
1. Myers Power Products, Inc.	\$1,028,322
2. Siemens Industry, Inc.	\$1,163,250
3. ABB c/o Pacific Utilities	\$1,486,475
4. Hitachi HVB, Inc.	\$1,728,350

The items to be provided at each substation will be a Metal Clad Building pre-built with 12kV distribution circuit breakers, switchgear, communication and control equipment, protective relays, batteries, and other required equipment. A copy of the lowest proposal can be found attached as Exhibit "D".

On April 4, 2016 the City Clerk received three (3) proposals, publicly opened and read out loud the following results for 311251-P4 RFP for Substation Structures and Equipment for review. Listed below are the quotes included in the proposals:

<u>Company</u>	<u>Bid Results</u>
1. Dis-Tran Packaged Substations	\$169,500
2. Hamby Young	\$183,725
3. Substation Enterprises, Inc.	\$209,650

The principle items to be provided are:

- Substation structures, including structural and miscellaneous steel, assembly hardware, anchor bolts, detailed erection drawings, and other materials as specified or as required.
- Substation equipment including switches, bus, conductor, cables, insulators, bus supports, connectors, and other materials as specified or as required.

During the evaluation of this procurement package, Utility maintenance staff informed management staff that compression-type connections would be more suitable than the bolted connection for the bus work inside of the substation due to recent issues with the maintenance of the bolted connection. Bolted connections were originally called for in the RFP procurement package. As a result, Leidos asked if the lowest responsive bidder, Dis-Tran Packaged Substations, could provide a cost for the different connectors. The total increase in cost was quoted at \$11,250 bringing the total revised cost of the proposal to \$180,750. This price was still lower than the second highest bidder, Hamby Young, by \$2,975. Since the compression-type connections are significantly more expensive than the bolted connections, both Leidos and the Utility assume that the price for Hamby Young to provide the compression-type connections would be increased from their original bid as well. Therefore, the Utility recommends approval of the revised cost for 311251-P4 RFP for Substation Structures and Equipment of \$180,750 to Dis-Tran Packaged Substations. A copy of the lowest proposal and updated proposal can be found attached as Exhibit "E".

FISCAL IMPACT:

The Utility would require an approval of expenditures in the amount of \$843,793 for costs associated with equipment purchases for Airport Substation and \$1,583,476 for costs associated with equipment purchases for Alola Substation. These funds are available in accounts 674-7000-473.96-32 Alola Substation and 674-7000-473.96-33 Airport Substation for the purchase of the equipment for the Alola and Airport Substation 12kV Conversion.

OPTIONS:

1. Adopt Resolution 2016-42 and authorize expenditures for the required equipment at Alola and Airport Substations in the following amounts:

a. Virginia Transformer Corp	\$1,087,947
b. Siemens industry, Inc.	\$131,250
c. Myers Power Products, Inc.	\$1,028,322
d. Dis-Tran Packaged Substations	\$180,750
2. Do not adopt Resolution 2016-42 to any of the above bidders, and instead award the purchase agreement to one of the other bidders for each procurement contract.
3. Reject all proposals.

ATTACHMENTS

Exhibit A: Summary of All Proposals

Exhibit B: 69x34.5-12.47 kV Power Transformers with LTC Lowest Proposal

Exhibit C: 69 kV Power Circuit Breakers Lowest Proposal

Exhibit D: 12.47 kV Metal-Clad Switchgear Building Lowest Proposal

Exhibit E: Substation Structures and Equipment Lowest and Updated Proposals

Reviewed by:



Fred Mason
Electric Utility Director

Approved by:



Michael Rock
City Manager

Prepared by:



Brandon Robinson
Associate Electrical Engineer

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RESOLUTION NO. 2016-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PURCHASE OF SUBSTATION ELECTRICAL DISTRIBUTION EQUIPMENT FOR THE 12KV CONVERSION OF THE ALOLA AND AIRPORT SUBSTATIONS

WHEREAS, the City of Banning owns and operates its Municipal Electric Utility; and

WHEREAS, it is essential that the City of Banning continues to maintain and upgrade electric utility facilities within the city limits; and

WHEREAS, the City of Banning adopted Resolution 2010-27 which authorized the use of Electric Bond funds for the 4kV to 12kV conversion of Alola and Airport Substations; and

WHEREAS, the City of Banning adopted Resolution 2014-18 authorizing Leidos Engineering, LLC ("Leidos") to serve as the Utility's engineering and project management consultant; and

WHEREAS, staff solicited proposals for substation equipment and received and evaluated a total of 24 proposals attached herewith as Exhibits A,

WHEREAS, all proposals were evaluated by Utility Staff and Leidos; and

WHEREAS, Virginia Transformer Corp is the lowest responsive and responsible bidder to complete the scope of work related to 311251-P1 RFP for 69x34.5-12.47 kV Power Transformers with LTC attached herewith as Exhibits B; and

WHEREAS, Virginia Transformer Corp is the lowest responsive and responsible bidder to complete the scope of work related to 311251-P2 RFP for 69kV Power Circuit Breakers attached herewith as Exhibits C; and

WHEREAS, Virginia Transformer Corp is the lowest responsive and responsible bidder to complete the scope of work related to 311251-P3 RFP for 12.47 kV Metal-Clad Switchgear Building attached herewith as Exhibits D; and

WHEREAS, Virginia Transformer Corp is the lowest responsive and responsible bidder to complete the scope of work related to 311251-P4 RFP for Substation Structures and Equipment attached herewith as Exhibits E; and

WHEREAS, funds are available in accounts 674-7000-473.96-32 Alola Substation and 674.7000-473.96-33 Airport Substation for the purchase of equipment for the Alola and Airport Substation 12kV Conversion projects;

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

SECTION 1. Adopt Resolution No. 2016-42 "Approving the Purchase of Substation Electrical Distribution Equipment for 12kV Conversion".

SECTION 2. Approve the purchase agreement for 311251-P1 RFP for 69x34.5-12.47 kV Power Transformers with LTC to Virginia Transformer Corp, in the amount not to exceed \$1,087,947 including taxes, and rejecting all other proposals.

SECTION 3. Approve the purchase agreement for 311251-P2 RFP for 69 kV Power Circuit Breakers to Siemens Industry, Inc., in the amount not to exceed \$131,250 including taxes, and rejecting all other proposals.

SECTION 4. Approve the purchase agreement for 311251-P3 RFP for 12.47 kV Metal-Clad Switchgear Building to Myers Power Products, Inc., in the amount not to exceed \$1,028,322 including taxes, and rejecting all other proposals.

SECTION 5. Approve the purchase agreement for 311251-P4 RFP for Substation Structures and Equipment to Dis-Tran Packaged Substations, in the amount not to exceed \$180,750 including taxes, and rejecting all other proposals.

SECTION 6. Authorize the City Manager to execute the agreements between the City and Virginia Transformer Corp, Myers Power Products, Inc., Siemens Industry, Inc., and Dis-Tran Packaged Substations for the required equipment purchases.

SECTION 7. Authorize the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers to fund this project.

PASSED, ADOPTED AND APPROVED this 14th day of June 2016.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk

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

Anthony R. Taylor, City Attorney
Aleshire and Wynder, LLP

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Exhibit “A”

SUMMARY OF REQUEST FOR PROPOSAL
CITY OF BANNING

DESCRIPTION: RFP FOR 69x34.512.47 kV Power Transformers with LTC

PROJECT NO.: 311251-PI

DUE BY: 03/05/16 at 2:00 p.m.

NAME OF BIDDER (COMPANY):	Addendum #1	Bid Bond	Total Bid Amount:
Virginia Transformer Corp Roanoke, VA	✓		\$ 1,087,947. ⁰⁰
Howard Industries, Inc. Laurel, MS	✓		\$ 2,290,503. ⁰⁰
MVA Power Inc. Montreal, Quebec	✓		\$ 1,201,298. ⁴⁸
WEG Electric Corp. Duluth, GA	no Acknowledgement		\$ 1,276,500. ⁰⁰
Hyundai Corporation USA Torrance, CA	✓		\$ 1,560,250. ⁰⁰
Pennsylvania Transformer Technology, Inc. Canonsburg, PA	✓		\$ 1,436,631. ⁰⁰
Shihlin Electric Pasadena, CA	no Acknowledgement		\$ 1,406,400. ⁰⁰
Pan American Supply, Inc. Katy, TX	✓		\$ 1,315,737. ⁰⁰
CG Power Systems USA Inc. Washington, MI	✓		\$ 1,359,900. ⁰⁰
Delta Star Transformers, Inc. San Carlos, CA	✓		\$ 1,632,603. ⁰⁰
ABB c/o Pacific Utilities Concord, CA	✓		\$ 1,642,860. ⁰⁰
Royal Wholesale Electric Vernon, CA	✓		\$ 1,587,947. ⁰⁰
Wenco, LLC. La Crescenta, CA	✓		\$ 1,216,503. ⁰⁰

BY:

Mari A. Calderon, City Clerk
Beth B. Fisher

SUMMARY OF REQUEST FOR PROPOSAL
CITY OF BANNING

DESCRIPTION: RFP FOR 69 kV Power Circuit Breakers

PROJECT NO.: 311251-P2

DUE BY: 03/05/16 at 2:00 p.m.

NAME OF BIDDER (COMPANY):	Addendum	Bid Bond	Total Bid Amount:
	<i>NONE</i>		
Hitachi HVB, Inc. Suwanee, GA	<i>{</i>		\$ 160,500. ⁰⁰
Deloney Imperial, CA			\$ 131,250. ⁰⁰
Siemens Industry, Inc. Richland, MS			\$ 131,250. ⁰⁰
ABB c/o Pacific Utilities Concord, CA			\$ 140,141. ⁰⁰

BY:

Maria A. Calderon, City Clerk
Bride Kopris

SUMMARY OF REQUEST FOR PROPOSAL CITY OF BANNING

DESCRIPTION: RFP FOR 12.47 kV Metal-Clad Switchgear Building

PROJECT NO.: 311251-P3

DUE BY: 03/05/16 at 2:00 p.m.

NAME OF BIDDER (COMPANY):	Addendum	Bid Bond	Total Bid Amount:
	NONE	Airport Substation	ALCCLIA
AZZ Switchgear Systems Fulton, MO		\$ 631,150. ⁰⁰	\$ 1,097,200. ⁰⁰ \$ 731,150.⁰⁰
Myers Power Products, Inc. Ontario, CA		\$ 385,394. ⁰⁰	\$ 642,938. ⁰⁰
Wesco Distribution, Inc. Cerritos, CA		\$ 577,436. ⁰⁰	\$ 909,039. ⁰⁰
Royal Wholesale Electric Vernon, CA			

→ AZZ -

\$ 455,784.⁰⁰ \$ 707,466.⁰⁰

BY:

Mary G. Calderon, City Clerk
Budi Kofisi



Project No. **311251-P3**
RFP for 12.47 kV Metal-Clad Switchgear Building

To all bidders:

The correct bid amounts for 311251-P3 "RFP for 12 kV Metal-Clad Switchgear Building" are as follows:

<u>Bidder</u>	<u>Airport</u>	<u>Alola</u>
AZZ Switchgear Systems of Fulton, MO	\$455,784	\$707,466
Myers Power Products, Inc. of Ontario, CA	\$385,394	\$642,928
Wesco Distribution, Inc. of Cerritos, CA	\$577,436	\$909,039
Royal Wholesale Electric of Vernon, CA	\$631,150	\$1,097,200

Please direct all questions to Adam Stevenson at adam.w.stevenson@leidos.com. Thank you.

Sincerely

Brandon Robinson
Associate Electrical Engineer
City of Banning

SUMMARY OF REQUEST FOR PROPOSAL
CITY OF BANNING

DESCRIPTION: RFP FOR SUBSTATION STRUCTURES AND EQUIPMENT

PROJECT NO.: 311251-P4

DUE BY: 03/05/16 at 2:00 p.m.

NAME OF BIDDER (COMPANY):	Addendum	Bid Bond	Total Bid Amount:
	<i>NONE</i>	<i>AIRPORT</i>	<i>ALOLA</i>
Substation Enterprises, Inc. Alabaster, AL	}	<i>\$56,416.⁰⁰</i>	<i>\$153,224.⁰⁰</i>
Hamby Young Aurora, OH		<i>\$55,532.⁰⁰</i>	<i>\$128,193.⁰⁰</i>
Dis-Tran Packaged Substations Pineville, LA		<i>\$48,000.⁰⁰</i>	<i>\$121,500.⁰⁰</i>

BY: *Maria P. Calderon, City Clerk*
B. De Rosa

Exhibit “B”



VIRGINIA TRANSFORMER CORP

220 GLADE VIEW DRIVE • ROANOKE, VA 24012

PHONE 540.345.9892 • FAX 540.342.7694

www.vatransformer.com

ISO 9001

"The Commitment Company"

APR 5 2016
City Clerk's office mac

April 04, 2016

City Clerk
City of Banning
Electric Utility Department
99 E. Ramsey Street
Banning, California 92220

RE: VTC Proposal for Project 311251-P1, 10000/ 11200/ 12500/ 14000 KVA
69 x 34.5 – 12.47 kV with LTC

Dear City Clerk,

Thank you for choosing Virginia Transformer as a preferred provider of power transformer equipment. We appreciate the opportunity to provide this quotation to you, and are at your disposal to clarify any content of this proposal. It is our intent to comply with your specification; our concerted effort will be made to meet your requirements. In accordance with your request for quotation, this package includes:

- o Your proposal bid sheets
- o Our detailed proposal.
- o Summary of design and construction standards.
- o Warranty information.
- o Transformer Installation Descriptions.
- o Truck delivery information.
- o Corporate overview of Virginia Transformer.
- o ISO 9001: 2008 certification.

Please feel free to contact me anytime, I will address any questions or concerns you may have. Thank you for the opportunity to bid on your transformer. I'm looking forward to working with you again.

Very truly yours,

Sunny Xavier

Sunny Xavier
Virginia Transformer Corporation
540-682-5095
Sunny_Xavier@vatransformer.com

Custom
Designer
and
Manufacturer
of

UNICLAD®
Transformers
up to 34.5 kV
Encapsulated Coil

Dry Type
Transformers
up to 34.5 kV

Liquid-Filled
Transformers
up to 230 kV

Automatic
LTC Transformers
up to 230kV

Voltage Regulators
up to 69 kV

Current Limiting
Reactors

Iron Core
Reactors

Large Power
Transformers
up to 300 MVA



Roanoke, VA
Pocatello, ID
Chihuahua, MX
Mumbai, India
Delhi, India

**SECTION 00 41 63
BID FORM**

PROCUREMENT CONTRACT NO. 311251-P1

**69x34.5-12.47 kV POWER TRANSFORMERS WITH LTC
ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted by: Sunny Xavier

This Bid is submitted to:

City of Banning, ATTN: CITY CLERK
Electric Utility Department, 99 E. Ramsey Street
Banning, CA 92220

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Buyer in the form included in the Bidding Documents to furnish Goods and Special Services as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

2.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to furnish the Goods and Special Services in accordance with the schedule set forth in the Agreement.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.
1

Date
March 28, 2016

BASED ON: EJCDC P-400 Suggested Bid Form for Procurement Contracts
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Client No. 004159/Project No. 311251-P1
Issue Date: March 10, 2016

00 41 63-1

BID FORM

- B. If specified, or if in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods and Special Services, Bidder has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of Goods and Special Services.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Point of Destination with the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BASIS OF BID

- 4.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s) including all duties and taxes but excluding Sales Tax.

Furnish three 69x34.5-12.47 kV 10/13.33MVA power transformers with LTC as specified including 5-year warranty, to include 100% of in and out charges (including but not limited to round trip transportation to and from factory), delivery to be; two to Alola Substation and one to Airport Substation, offloading and assembly with provision of Special Services by manufacturer's field service engineer and furnishing one set of spare parts.	
LUMP SUM BID PRICE	
One Million Eighty Seven Thousand Nine Hundred Forty Seven Dollars	\$ 1,087,947
_____ and Zero /100	(Use figures)
(Use words)	

4.02 Price Modifications

Adjustments to the Contract Price will be at the unit prices quoted below including all duties and taxes but excluding Sales Tax.

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DESCRIPTION	UNIT	UNIT PRICE
Additional Special Services of a Service Engineer including living expenses.	Per Diem	\$ See Proposal
Additional transportation, travel time, and out-of-pocket expenses for a Service Engineer at the site.	Per round trip	\$ See Proposal

ARTICLE 5 – TIME OF COMPLETION

5.01. Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement. If the delivery time is less than that set forth in the Agreement, the proposed delivery time is:

Goods: 18-20 Weeks ARO or per schedule in the spec _____

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are attached to and made a condition of this Bid:

1. Section 00 43 93 Bid Submittal Checklist
2. Section 00 45 05 Proposed Exceptions and Deviations
3. Section 00 45 10 Data and Information Forming Part of the Bid
4. Section 00 45 13 Bidder's Qualifications
5. Section 00 45 19 Non-Collusion Affidavit

ARTICLE 7 – DEFINED TERMS

The terms used in this Bid have the meanings indicated in the General Conditions and the Supplementary Conditions. The significance of terms with initial capital letters is described in the General Conditions.

BASED ON: EJCDC P-400 Suggested Bid Form for Procurement Contracts
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Client No. 004159/Project No. 311251-P1
Issue Date: March 10, 2016

00 41 63-3

BID FORM

ARTICLE 8 - BID SUBMITTAL

8.01 This Bid submitted by:

A Corporation

Corporation Name: Virginia Transformer Corp

State of Incorporation: Virginia

Type (General Business, Professional, Service, Limited Liability): CORPORATION

By: [Signature]

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Steven S Nelson

Title: CEO

(CORPORATE SEAL)

Attest [Signature]

(Signature of Corporate Secretary)

CONTRACTS MANAGER

~~An Individual~~

~~Name (typed or printed): _____~~

~~By: _____~~

~~(Individual's signature)~~

~~Doing business as: _____~~

~~Business address: _____~~

~~Phone: _____ Email: _____~~

~~A Partnership~~

~~Partnership Name: _____~~

~~By: _____~~

~~(Signature of general partner -- attach evidence of authority to sign)~~

~~Name (typed or printed): _____~~

~~Business address: _____~~

~~Phone: _____ Email: _____~~

~~Business address: _____~~

~~Phone: _____ Email: _____~~

~~Date of Qualification to do business is _____~~

NAME, PHONE, EMAIL, AND MAILING ADDRESS FOR RECEIPT OF OFFICIAL COMMUNICATIONS:

Sunny Xavier

220 Glade View Drive NE, Roanoke, Virginia 24012

Ph: 540-682-5095 Cell: 208-240-0518 Email: Sunny_Xavier@VaTransformer.com,

END OF SECTION

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**SECTION 00 43 93
BID SUBMITTAL CHECKLIST**

PROCUREMENT CONTRACT NO. 311251-P1

**69x34.5-12.47 kV POWER TRANSFORMERS WITH LTC
ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

**BIDDER CONFIRMS THAT THE FOLLOWING DOCUMENTS ARE FULLY
COMPLETED, INCLUDED IN AND MADE A PART OF ITS BID.**

- ☒ Section 00 41 63 – Bid Form
- ☒ Evidence of ability to meet insurance requirements of the General Conditions
- ☒ Section 00 45 05 – Proposed Exceptions And Deviations
- ☒ Section 00 45 10 – Data and Information Forming Part of the Bid
- ☒ Section 00 45 13 – Bidder's Qualifications
- ☒ Section 00 45 19 – Non-Collusion Affidavit
- ☒ Identify any Attachments below submitted by Bidder that are to be made part of its Bid (list items below or indicate "None")

None

The original and one complete copy marked "Duplicate" of the above have been submitted to the Buyer in accordance with the Instructions to Bidders, Section 00 21 13.

Confirmed by Bidder

Sunny Xavier

END OF SECTION

**SECTION 00 45 05
PROPOSED EXCEPTIONS OR DEVIATIONS**

PROCUREMENT CONTRACT NO. 311251-P1

**69x34.5-12.47 kV POWER TRANSFORMERS WITH LTC
ALOOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

PROPOSED EXCEPTIONS AND DEVIATIONS MAY ONLY BE SUBMITTED ON THIS FORM AND MAY BE ACCEPTED OR REJECTED UNILATERALLY BY BUYER, IN ITS SOLE DISCRETION.

Each exception and deviation proposed (excluding Priced Options specified in the Bid Form) must be summarized and additively or deductively priced below with specific details attached in accordance with the instructions below. The summary must include a reference to the Section(s) of the Bidding Documents affected by the proposed exception. Bids that do not comply with these requirements for the presentation of exceptions may be considered non responsive and may be rejected at the discretion of the Buyer.

SUMMARY

Description	Price Adjustment Amount (Indicate deductions in parentheses)
NONE	

Description	Price Adjustment Amount (Indicate deductions in parentheses)

Presentation of Specific Details of Exceptions and Deviations

1. Describe specific details of exceptions and deviations by referencing the applicable page number, section number, and section title from the Bidding Documents. Include this information directly in "Description" column of table above and/or include a separate attachment referencing it in the "Description" column.
2. Present proposed deletions by setting off in brackets, thus: [delete this language], and present proposed substitute or new language by underlining, thus: substitute this language.
3. Exceptions which are general, which make reference to Seller's standard terms and conditions, or which make reference to Seller's descriptive information as a whole are not acceptable.
4. Each exception or deviation is to be separately priced. Zero may be used.

END OF SECTION

SECTION 00 45 10
DATA AND INFORMATION FORMING PART OF THE BID

PROCUREMENT CONTRACT NO. 311251-P1

69x34.5-12.47 kV POWER TRANSFORMERS WITH LTC
ALOOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING

- A. Submit certifications or evidence of ability to meet bonding and insurance requirements of the General and Supplementary Conditions.
- B. The following manufacturers are proposed to be employed to furnish components of the Goods:

Name	Address	Type of Components	Percent of Total Cost of Goods
AK Steel	P.O Box 1609 Butler, PA 16003	Core	20%
Sam Dong	300 Industrial Park Rogersville, TN 37857	Conductor	20%
Weidman	One Gordon Mills Way St. Johnsbury, VT 05819	Insulation	7.4%
Ergon	Dept 2135 P.O. Box 11407 Birmingham, AL 35246	Oil	3.9%
PCORE-HV ABB-LV	135 Gilbert Street Leroy, NY 14482 3716 National Drive, Suite 201 Raleigh, NC 27612	Bushings	4.7%

TECHNICAL DATA – 69x34.5-12.47 kV POWER TRANSFORMER WITH LTC

Name of manufacturer	Virginia Transformer Corp (Roanoke, Virginia)
Parts removed for shipment	HV Bushings/HV Pads, HV Arresters and Brackets, Radiators and fans, Oil for Radiators
Proposed method of shipment	Truck
Total weight	Approx 75,000 lbs
Shipping weight	Approx 70,000 lbs
Location of manufacturing facility for the equipment	Roanoke, Virginia
Ship oil, nitrogen, or dry air filled	Oil Filled
LTC make and model	Reinhausen RMV-II
LTC type	Reactive
Details of warranty	Attach (See Proposal)

GUARANTEES

Transformer Guaranteed Performance

Maximum losses when each transformer is operated at rated voltage and frequency and at 20 degrees C ambient temperature. Losses shall be identical for each transformer:

No load losses: 7.10 (kW)

Total losses at 10 MVA, for each transformer (must be identical).

Load Loss: 53.50 (kW)

Rated average winding temperature rise by resistance, plus 20 degrees C

Auxiliary Load: 0.8 (kW)

If power transformer test losses exceed either or both of the guaranteed losses, the Contract Price will be reduced according to the method stated in the Agreement.

RECOMMENDED SPARE PARTS

Submit a list recommended spare parts in addition to those included the Bid Pricing which may be purchased at Buyer's option. Additional recommended spare part prices shall be listed, priced F.O.B. Points of Destination including all duties and taxes but excluding Sales Tax.

VTC: Plz see proposal for spare parts

- Complete ANSI form on following page.

ANSI POWER TRANSFORMER SPECIFICATION FORM

RATING									
Type	Load Tap Changer		Class		H Winding		X Winding		Y Winding
Phase	3				69000 x 34500 v		12470 v		N/A v
Hertz	60		ONAN		10000/11200 kVA		10000/11200 kVA		N/A kVA
Temp Rise	55/65		ONAF		12500/14000 kVA		12500/14000 kVA		N/A kVA
Insul Liquid	Type II Mineral		N/A		N/A kVA		N/A kVA		N/A kVA
ADDITIONAL TAP VOLTAGES									
H Winding N/A									
X Winding N/A									
CONNECTIONS FOR OPERATION									
Transformers in Bank		To Transformer From		Phase	Connected	To Transformer From		Phase	Connected
N/A		N/A		N/A	N/A	N/A		N/A	N/A
N/A		N/A		N/A	N/A	N/A		N/A	N/A
PERFORMANCE BASED ON A LOADING OF			DIELECTRIC TESTS			INSULATION LEVELS			
						ITEMS	Basis Insulation Level	Lightning Impulse	Low Frequency Voltage
H Winding	69000	10MVA	Applied Voltage (To other windings and ground)	H Winding	140 kV	H Line	350	140	
X Winding	12470	10MVA		X Winding	34 kV	H neutral	350	140	
Y Winding	N/A kV	N/A kVA		Y Winding	N/A kV	X line	110	34	
			Induced Voltage	Line to Line	138 kV	X neutral	110	34	
				Line to Ground	80 kV	Y line	N/A	N/A	
PERFORMANCE DATA, Based on 75 degrees C reference temperature									
Losses and Exciting Current					Regulation*				
Excitation	% Ex. 1	No Load	Total Loss		Power Factor		% Regulation		
100 %	0.376	7.10kW	61.4kW		1.0		1.03		
110 %	1.503	10.22kW	64.52kW		0.8		6.70		
AUXILIARY LOSSES*						MECHANICAL DATA			
Transformer kVA		Class		Watts Aux Loss		Outline Dwg No.			
10000/11200kVA		w	ONAN	N/A		Dimensions (Approximate) Ft (m)			
12500/14000kVA		w	ONAF	800		Height		168 in	
		w	N/A	N/A		Width		171 in	
Average Sound Level Per ANSI TR-1						Depth		154 in	
PERCENT IMPEDANCE VOLTS						Height over Cover		52 in	
% IZ	B/W Windings	At kVA	% IZ	B/W Windings	At kVA	Untanking (plus slings)		87 in	
10	H-X	10000				Masses (Approximate) pound (kg)			
N/A	H-Y	N/A				Core and Coils		27,950	
N/A	X-Y	N/A				Tank and Fittings		22,270	
EFFICIENCIES*						Liquid Gallons (m³)		2,506	
Load		Full Load	3/4 Load	1/2 Load	1/4 Load	Total Mass		75,000	
% 50%		99.40	99.51	99.59	99.58	Shipping Mass lb (kg)		70,000	
						Shipped lb (kg)		70,000	

END OF SECTION

Client No. 004159/Project No. 311251-P1
Issue Date: March 10, 2016

00 45 10-4

DATA AND INFORMATION
FORMING PART OF THE BID

**SECTION 00 45 13
BIDDER'S QUALIFICATIONS**

PROCUREMENT CONTRACT NO. 311251-P1

**69x34.5-12.47 kV POWER TRANSFORMERS WITH LTC
ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

THE FOLLOWING STATEMENTS OF EXPERIENCE AND GENERAL QUALIFICATIONS OF BIDDER ARE SUBMITTED AS PART OF THE BID AND BIDDER REPRESENTS AND GUARANTEES THE TRUTHFULNESS AND ACCURACY THEREOF.

- A. Bidder has been in business continuously from the year 1971.
- B. Bidder has had experience in manufacturing equipment comparable to that required by the Contract Documents as a prime manufacturer for 45 years, as a component manufacturer for 45 years, or as an equipment supplier for 45 years.
- C. Following is a list of the equipment Bidder has manufactured or supplied which is similar in character and in magnitude to that required by the Contract Documents:

Year	Name	Location	Contract Amount
2014	City of Colton	Colton, CA	\$489,564
2014 2009	City of Riverside	Riverside, CA	\$ 379,291 \$ 119,700
2012	City of Pasadena	Pasadena, CA	\$ 706,572
2010 2010 2002	City of Glendale	Glendale, CA	\$ 266,680 \$ 362,975 \$ 255,195
2005	City of Vernon	Vernon, CA	\$31,000

D. Field Services Personnel

Bidder shall submit

1. evidence that Bidder maintains and has readily available trained field service personnel who are thoroughly familiar, in detail, with all of the Goods to be furnished and capable of directing any major or minor repair work which may be required on the Goods;
2. locations of trained field service personnel and suitable shop facilities nearest the Project site, capable of repair or replacement of any part of the equipment to be furnished; and
3. evidence that the proposed field service personnel and shop facilities have had experience in the repair of comparable equipment over a period of time to ensure the dependability of the work if the field service personnel or shop facilities are not owned by Bidder or the original manufacturer and are to be maintained by contract.

END OF SECTION

VTC has facilities in Roanoke, VA/Pocatello, ID, Rincon/GA & Chihuahua, Mexico. The Field Service teams are set up in each of these plants to cater to the customer FS needs. Plz see Field Service description as part of the proposal.

**SECTION 00 45 19
NON-COLLUSION AFFIDAVIT**

I, Steve Nelson, being duly sworn depose and under the penalty of perjury say that the following is true:

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.
3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on this Project, and will not be so disclosed either directly or indirectly prior to Bid opening.
4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.
5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.
6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.
7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on this Project.
8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Attest:

Virginia Transformer Corp

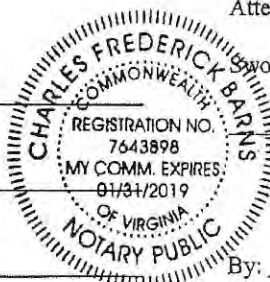
Company Name

[Signature]
Signature and Company Position

CFO

Steven S Nelson
Type Name Company Position

Date: 4/4/2016



Sworn to me this 24th day of

April, 2016

By: [Signature]



220 Glade View Drive
Roanoke, VA 24012
Ph. 540.345.9892

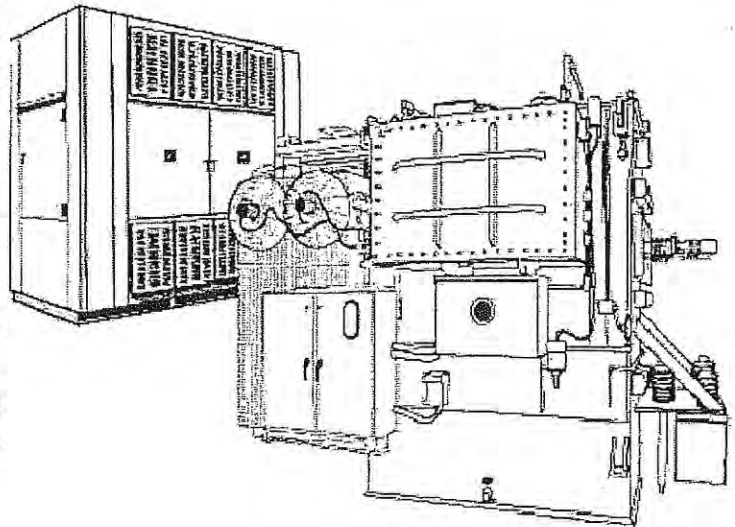
www.vatransformer.com

Proposal	O161202A
Date	04/04/2016
Prepared For	City of Banning – Electric Utility Department 99 E Ramsey Street Banning, CA – 92220
Attention	City Clerk Ph: 909-922-3260
VTC Contact	Sunny Xavier, 208-240-0518 (Sunny_Xavier@VaTransformer.com)
VTC Rep Contact	McAvoy & Markham – Chris Lindsay Smith
Description:	Project 311251-P1 for (3) 10//14 MVA, 69x34.5/12.47 kV Power Transformer with LTC

For over 40 years, innovative technology and a commitment to superior customer service and support have established Virginia Transformer Corporation (VTC) as an engineering company leading in manufacturing a variety of Transformers.

VTC designs and manufactures custom power transformers ranging from 300 KVA to 300 MVA, 230 kV class, both liquid-filled and dry-type units.

VTC has design and manufacturing facilities in Roanoke, VA; Pocatello, ID and Chihuahua, Mexico. In addition, VTC has design and procurement capabilities in Delhi, India - establishing a world-wide presence as a supplier of transformer solutions. VTC reserves the right to manufacture the product quoted herein at any of the VTC owned or affiliated (approved) plant in North America.



This document contains Virginia Transformer Corp proprietary information and may not be copied or disclosed to others without written consent from Virginia Transformer Corp.

PROPOSAL SUMMARY

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	10000/14000kVA, 69x34.5/12.47 kV Power Transformer	03	\$ 362,649	\$ 1,087,947

The Firm price offer is for shipment by the schedule below and order by 06/10/2016.

If shipment is delayed by Customer for any reason; the price will be increased at a rate of 0.5% per month effective the first day after the shipment date expires.

SHIPPING INFORMATION	
Validity of Quotation	06/10/2016
Shipping Schedule	Beginning 18-20 weeks after receipt of Technically and Commercially clear Order or per schedule required in spec
INCOTERMS 2010	Delivered at Terminal (DAT) – Banning, CA
Freight	Prepaid & Allowed

*PAYMENT TERMS (Subject to approval) – Net 30 days
90% upon Shipment, Net 30 days
10% Upon Final Documentation/Acceptance, not to Exceed 30 days from Shipment

VA Transformer: Accounting, Phone: 540-345-9892, E-mail:accounting@vatransformer.com

NOTES

1. All prices are excluding any State, Federal, Sales or Use Tax.
2. Written Purchase Orders are required prior to any Engineering, Manufacturing, or Order Entry by VTC. The stated delivery date contained in this proposal is predicated on the factory loading at the time of quotation. The actual delivery date will only be confirmed at the time an order is received. Our acknowledgement will confirm the committed shipment date. Virginia Transformer Corp. reserves the option to ship this unit within a window of four to six (4 to 6) weeks prior to the date requested on the purchase order.
3. Access to final site and all access roads leading thereto must be suitable for un-impeded delivery by special, heavy-duty trucks carrying large transformers, including grades, turning radii, and surface conditions capable of supporting the combined weight of these trucks and transformers.
4. VTC will include its standard O&M manual with a Final, As-Built package of drawings and cat cuts of the devices. Reference VTC website for a sample copy of our standard O&M manual (www.vatransformer.com > Brochures & White Papers > Liquid Filled Installation and Operation).

This proposal is Virginia Transformer's complete understanding of the specification requirements provided, and is the basis for acceptance of any resulting orders. The table below describes the salient ratings of the transformer(s) in the proposal:

ITEM #1			
KVA	10000/11200/12500/14000	Application	Load Tap Changer
Cooling Class	ONAN/ONAF	Winding Temp Rise (Avg)	55/65° C
# Phases	3	Dielectric Fluid	TYPE II MINERAL
Frequency (Hertz)	60	Conductor Material	Copper
HV Rating(kV)	69 x 34.5 Delta	LV Rating(kV)	12.47Y/7.2
HV BIL(kV)	350 x 200	LV BIL(kV)	150
HV Taps	2 FCAN, 2 FCBN @ 2.5%	Nom. Impedance	10.00% ± 7.50 % @ 10000 kVA
HV Bushing Mounting	Segment III, Cover Mounted	LV Bushing Mounting	Segment I, Side Mounted
HV Terminal Chamber	N/A	LV Terminal Chamber	ATC
Radiators	Demountable W/Valves	Paint Color / Type	70 / IV Zinc Rich Epoxy with high Gloss Urethane
Losses	Guaranteed Max	Coil Type	DISC CIRC. HV
No Load Loss	7.10kW at 100% volts	Load Loss	53.50kW at 10000kVA

TANK FEATURES:

De-energized Manual No Load Tap Changer
Diagrammatic Name Plate
Panel Type Radiators
Stainless Steel Ground Pads welded to Base on Diagonally Opposite Corners
Welded Top Cover W/ Non-skid Coating
Cooling Fans for forced-air Cooling
White Painted Inside of Tank
Fall Protection Mounting plate
NEMA 4 control cabinet
Preservation System – Nitrogen System with regulator

STANDARD GAUGES AND ADDITIONAL FIXTURES / ACCESSORIES (Gauges are Qualitrol make as Applicable except as noted)

Gauge Details

Pressure Vacuum Gauge W/ Bleeder
Liquid Temperature Gauges W/Contacts
Liquid Level Gauge W/ Contacts
Pressure Relief Device W/ Contact & Flag
Sudden Pressure Relay W/ Seal in Relay- Oil Space
Simulated Winding Temperature Gauge W/ Contacts
ETM – SEL 2414 per spec

RADIATORS

VTC standard radiators are Hot Dipped Galvanized and do not require painting. These radiators are suitable for all climatic conditions that include chemical, petro-chemical and marine conditions. Unless specified differently below, these standard, galvanized radiators will be provided.

Radiators included in this quoted transformer - Standard per above	
Demountable	Hot Dipped Galvanized unpainted

Details of Bushings:

Bushing	Voltage (kV)	BIL (kV)	Type	Location	Qty / Ph	Make
HV	69	350	Condenser	Segment 3	1	PCore
LV	25	150	Porcelain	Segment 1	1	ABB

Details of Current Transformers:

Location	CT Ratio	Accuracy Class	SR/MR	Qty/Ph	Make
HV	600:5	C400	MR	2	VTC Standard
LV	1200:5	C400	MR	2	VTC Standard
X0	600:5	C400	MR	1	VTC Standard

Details of Lightning Arresters:

Location	Voltage Class (kV)	MCOV (kV)	Class	Material	Qty/Ph	Make
HV	27	22	SC	Polymer	1	Ohio Brass

Load Tap Changer:

Make	Reinhausen RMV II
Location	On LV Winding
Tap Range	± 10% in ± 16 steps at approx 5/8% per step/ANSI
Controls & Indicators	Standard & as per specifications

NOTE: The actual voltages at various taps of the LTC shall correspond to the nearest turn in accordance with IEEE Std C57.12.00 2006 clause 9.1. This can lead to different step voltage between steps. Unless mentioned above, the LTC shall be with reduced capacity per IEEE/ANSI. However, the offered LTC shall deliver full capacity at all positions of the taps.

TESTING:

1. Routine Tests per ANSI	2. Temperature Rise	3. Impulse
4. Power Factor	5. Zero Sequence	6. Sound Level
7. DGA	8.	9.

Warranty:

60/60 MONTHS with First year IN/OUT coverage – Extended Warranty

AMBIENT CONDITIONS:

Ambient Temperature (°C)	Min. -20 / Av. 30 / Max. 40
Seismic Zone	Zone 4
Altitude (Feet)	< 3300
Sound Level	Per NEMA TR1

SHIPPING & HANDLING DETAILS: (All below dimensions and weights are approximate)

[A] Overall & Shipping Estimated Dimensions:		
Dimension	Overall Dimensions (Inches)	Shipping Dimensions(Inches)
Width	171	171
Depth	154	154
Height	168	125
[B] Overall & Shipping Estimated Weight:		
Weight of the Unit (Lbs)		Shipping Weight (Lbs)
75,000		70,000

[C] Parts to be shipped separately:

Unit ships Oil filled with following items demounted

Radiators, radiator Oil & fans	HV & LV Bushings	HV Arresters & brackets
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SUGGESTED SPARE PARTS:

Particulars	Price (\$)
HV BUSHINGS – Each	\$ 4,000
LV BUSHINGS – Each	\$ 3,500
GASKET SET	\$ 750
FANS – Each	\$ 1,225

VALUE ADDED OPTIONS:

Particulars	Price Adder (\$)
60/60 Months with First year In/Out coverage - Extended Warranty	Included
Field Service – Installation & Testing	Included
Field Service - Offloading at site (Clear access to site required)	Included
Witness testing	Included
Spare parts	Priced Above
Impact Recorder – Customer Courtesy with prompt return within 30 days	\$ 7,500 if not returned
VTC Final As-Built Package (FABP)	Upon Shipment
Final as-built Drawings	With FABP
Operation & Maintenance Manual	With Shipment/FABP
Catalog cuts for components	With Drawings/FABP
Spare parts price list for five-year operation	With FABP

* Note: VTC cannot guarantee the lead time for shipment of the unit if this option is taken. The gauges will need to be specially manufactured for this project by Qualitrol and their lead time cannot be committed until receipt of order.

CLARIFICATIONS TO SPECIFICATION:

1. VTC has proposed 25kV, 150kV bushings for side mounting on Seg 1 per clarification provided. The item 8 on Sec 33 73 20-19 is excluded.

Clarifications to the Proposal

1. The Buyer listed on the resulting Purchase Order is VTC's customer. All terms, schedules, approvals, technical issues and payments required by the order are the responsibility of the Buyer; no other end-user flow-down requirements are accepted.
2. Stenographic and clerical errors on this quotation are subject to correction.
3. Prices are quoted F.O.B., Factory unless otherwise stated. Quotes F.O.B., Destination require Buyer's guarantee of clear and free access to site.
4. Freight terms "Prepaid and Add" are subject to a 15% administrative fee included in the resulting freight invoice.
5. All orders are subject to review of equipment schedule and pricing prior to acceptance. VTC's Sales Order Acknowledgment constitutes acceptance for manufacture and shipment as shown on the acknowledgment form. No orders shall be accepted subject to: a) Hold for Manufacture Release, or b) No Delivery Date specified.
6. Shipping schedules are made in good faith. VTC cannot, however, accept liability for penalty or damages resulting from shipping delays caused by Force Majeure including but not limited to strikes, fires or any other cause beyond VTC's control. Ship Separate Parts may not arrive concurrently with the transformer and some assembly may be required. Shipment may be made earlier after due notice to Buyer.
7. No charge backs for services, delays or etc. on VTC's behalf shall be accepted without prior written authorization of VTC's Field Service Manager.
8. Units quoted for shipment under nitrogen blanket with oil provided separately assume the Buyer is responsible for oil filling unless otherwise noted.
9. Quotations include one (1) Standard Operation & Maintenance Manual and Final As-Built Drawings. Additional copies are available for 0.1% / copy or as otherwise agreed.
10. State and Local sales/use taxes and or Customs Duties, where applicable, are the responsibility of the Buyer.
11. Pro rata payments shall become due as shipments are made. If shipments are delayed by Buyer, payments shall become due from the date VTC is prepared to make shipment. If order is delayed by Buyer during manufacture, payment shall be based on the contract price and percent of completion. Apparatus' held for the Buyer shall be at the risk and expense of the Buyer and storage charges will apply. VTC's standard storage rates are as follows:
 - a. FOB Factory = 0.05% of order value per day + \$2,500 craning charges (minimum daily charge not less than \$40/day)
 - b. FOB Destination = 0.10% of order value per day + \$2,500 craning charges (minimum daily charge not less than \$40/day)
12. All purchase orders will be subject to VTC's standard cancellation policy as follows:
 - a. 10% of order amount after order entry
 - b. Additional 20 % of order amount after outline drawing completion / submission
 - c. If manufacturing has begun, charges will be based upon percent completion plus 30 % for engineering and order entry.
13. VTC's responsibility ceases with delivery of merchandise in good order at the F.O.B. point. Claims for shortage or damage in transit must be made by Buyer against the Carrier. In the absence of definite shipping instructions, VTC reserves the right to ship all material, upon completion, by any public carrier which in VTC's opinion is satisfactory. Shipments are made during the week shown on the Sales Order Acknowledgment and arrival on site is a best estimate only.
14. No material will be accepted for return without prior written consent or instruction. Material returns are to be prepaid by the Buyer to Factory.
15. VTC's Standard Warranty provision as contained in VTC's Standard Terms and Conditions of Sales (10/02) shall apply. In summary, VTC warrants to repair or replace, F.O.B. Factory, any equipment manufactured by VTC due to defective material or workmanship, under normal and proper use, within one year from installation or eighteen months from date of shipment, whichever comes first. Buyer shall make the equipment available to the Seller to perform warranty work at the job site without interference. VTC will not assume any expense of liability for any repairs or modifications to the equipment without prior written authorization. There will be no guarantee, warranty or liability for damage or expense other than stated. VTC's warranty on purchased components will be limited to the warranty provided by the component manufacturer. Under no circumstances will VTC accept any consequential damages. The following Warranty Options are available for quotation:
 - a. Extended Warranty Option. Covers core and coils only against failure occurring with respect to normal operation and within the parameters for which the transformer was designed.
 - b. In/Out Coverage Option. For warranty failures occurring within the period defined, VTC will cover only the expenses to transport the transformer to a repair facility and back to site. Buyer will make transformer ready for shipment in the condition it was originally received per the Outline Drawing with clear and free access by Carrier. Craning, civil work, disconnection and reconnection of the transformer, etc. is the responsibility of the Buyer.
 - c. Clear and free access by Carrier. Craning, civil work, disconnection and reconnection of the transformer, etc. is the responsibility of the Buyer.
16. VTC's standard term for payment is Net 30 subject to credit approval, unless otherwise noted. Interest of 1½% per month will be charged on unpaid, past due balances. No other payment terms shall apply unless agreed upon in writing by an officer of VTC. Payments shall not be contingent on end-user payment to Buyer and VTC reserves the right to refuse to fulfill any and all obligations (including field service and voiding of warranty) if payment is not received by the terms of sale.
 - a. Contractors/Distributors/Packagers/Transit Customers - Progress payments may be required and negotiated prior to order acceptance

- b. Foreign Customers – 30% Advance with order, 70% Balance before shipment or 100% by Letter of Credit. EXIM Bank financing available.
17. If in the judgment of VTC, the financial condition of the Buyer, at any time during the manufacturing period, or at the time the apparatus is ready for shipment, does not justify the terms of payment specified, VTC reserves the right to require full or partial payment in advance.
18. Setoff of payment against any other orders is prohibited.
19. Except where specifically stated otherwise, prices on this quotation do not include export shipment preparation and/or packaging.
20. In case of non-performance by Buyer requiring legal action, VTC's cost of action shall be the responsibility of the Buyer. Any action, controversy, or claim arising out of or related to the contract, or breach thereof, shall be settled by arbitration with the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
21. This quotation is not valid unless issued by Virginia Transformer Corp. in the name of the Buyer.
22. Liquidated Damages are not accepted unless in writing by VTC. In no event shall any liquidated damages (as an aggregate) exceed 5% of the resulting order value unless as otherwise expressly agreed in writing by Seller.
23. Retainage amounts are not accepted unless in writing by VTC. In no event shall any retainage amounts exceed 10% of the resulting order value and must be payable within 60 days of transformer shipment unless as otherwise expressly agreed in writing by Seller.
24. VTC reserves the right to adjust prices and schedule for alterations or changes authorized by the purchaser subsequent to order acceptance. The following minimum standard escalation factors shall apply for Buyer ordered changes after the Purchase Order has been accepted.
- | | |
|---|--|
| a. Change by customer after P.O. received and entered | 1.2 times Sales Price of added items |
| b. Change by customer after drawing approval | 1.7 times S.P. of added items |
| c. Change by customer after Sales release but before design release | 2.2 times S.P. of added items(Engg Complete) |
| d. Change by customer after Engineering Release to manufacture | 2.5 times S.P. of added items |
| e. Change by customer within 6 weeks of scheduled ship date(per Review) | 2.8 times S.P. of added items minimum |
| f. Change by customer Ship Date moved to accommodate mfg schedule | Per original schedule ship date |
| g. Change by customer at Witness Test or Inspection | 3.5 times S.P. of added items |

END OF PROPOSAL

Transformer Data Sheet

Quote No.

0161202A

Inputs from Quote		
% Load		50%
Base KVA		10000
% Z		10
NLL (KW)		7.10
LL (KW) 75 °C at Base KVA		53.50
Xfmr Temp Rise °C		55
LL @ % Load 50%		13.38
%Z @ Req KVA		10.00

Efficiency at Required			
KVA and ° C	at	% Load	and PF
75			
99.49%		50%	0.8

Positive / Negative Imp	10
Zero Seq Imp	9

LL at Ref Temp	Required Temp	LL at Req Temp
53.50	75	53.50

*Required Temp is Base Winding Temp Rise + 20° C Except for DOE

*Adjust LL to 55° C for DOE Efficiency

Adjust Load Losses if efficiency requirement is at a different KVA		
	Base KVA	Required KVA
	10000	10000
LL @ Req KVA & °C	53.50	

Regulation Calculation @ Required KVA			
	%R		0.535000
	%X		9.985678
Power Factor	SinY	Reg	
1	0		1.034
0.8	0.6		6.713
0.9	0.43589		5.217
0.95	0.31225		4.061

Load Losses	at	75 °C
Load		
25%		3.34
50%		13.38
75%		30.09
100%		53.50
125%		83.59

X/R Ratio	18.66
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Inrush

Current	8 -10 Times Full Load Current
Time	< 0.25 Sec

Efficiency Calculation at Required kVA		
	Power Factor	
	1	0.8
125%	99.28%	99.10%
100%	99.40%	99.25%
75%	99.51%	99.38%
50%	99.59%	99.49%
25%	99.58%	99.48%



The Commitment Company
ISO 9001

VIRGINIA TRANSFORMER CORP.

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Transformer design and construction

Virginia Transformer Corporation has 3 manufacturing facilities, each specializing in specific sizes of transformers. This delineation of manufacturing allows VTC to achieve maximum efficiency and short lead time for production, yet maintain technical and commercial continuity among the 3 locations. Our plant in Chihuahua, Mexico manufactures dry transformers and smaller oil-filled units. Our Roanoke, Virginia facility is our company headquarters, and manufactures the mid sized oil transformers, and large dry units. Large power transformers are manufactured in our Pocatello, Idaho plant, which also has repair and remanufacturing facilities.

Design practices: Transformer design at VTC utilizes a software program that was developed more than 18 years ago with Virginia Tech in Blacksburg, VA. Today's version of the program includes updates and modifications that reflect the latest developments in manufacturing techniques. This Visual Basic program also incorporates actual performance data which has been acquired by VTC over these many years.

Short circuit withstand: Every VTC facility designs transformers to the same exacting standards with respect to short circuit capability. Each unit is designed to tolerate the currents that occur during an imposed short circuit condition, and the blocking methods used to strengthen the coil have been repeatedly tested in certified testing laboratories (see list of transformers tested).

Transformer base: Virginia Transformer has two base designs, both of which have proven to have superior rigidity and flexibility to adapt to any foundation design. Our structural base uses strengthened members to carry the weight of the transformer at critical locations. Our solid, flat base is sized to distribute weight over the complete base assembly, while providing the same skidding, rolling and pulling capabilities as our structural base.

Core: The core is made from cold-rolled, grain-oriented silicon steel with a Carlite 3 coating to accommodate maximum volts-per-turn applications. These special steels are purchased from AK Steel, and are made to AISI and ASTM standards. Core segments are cut on our precision core-cutting line at the Roanoke, VA facility, where burr limit has been established at less than 5 ten thousandths of an inch (0.0005). The majority of our transformers use a 'Step-Lap', mitre-cut core design, which provides minimum core loss and reduced flux density.

Horizontal core members (yokes) are clamped using core brackets instead of thru bolts. The brackets are made from mild steel, and are tightened against the core yokes by a VTC-designed, pre-stressed tension bar. The tension bar is attached to the bracket, and as the tensioning bolts on the bracket are tightened, the bracket works as a bow to apply equalized surface pressure to the yokes.

1



Vertical members of the core (legs) are clamped using tie plates (sometime called flitch plates). The tie-plates are supported at either end by the brackets that brace the core yokes. As the yoke brackets are tightened, these tie plates snug against the core legs to maintain tension on the core's vertical members. Core laminations are insulated from the brackets and clamps by sheets of Nomex insulation. A single core ground is established by inserting a copper strip into the top yoke of the core. An insulated electrical cable is terminated on this copper strip, with the other end of the cable being connected to a feed-thru bushing. This design provides core ground access on the outside of the tank.

Coils: Electrical grade coil wire is purchased from Algonquin Wire and Cable, where the conductors have been insulated with wraps of Kraft paper. The kraft insulating paper is applied in multiple layers using half-lapping or over-lapping for thorough insulation. Coil winding takes place in an environmentally controlled winding room. This room is isolated from the other manufacturing processes to avoid contamination of the windings. Technicians wind the coils according to a design package from the engineering staff. Coil winding practices and procedures are described in the VTC winding manual, which details each step of the winding process.

HV and LV windings are wound on individual core tubes of Wiedmann insulation. The coils are sized using a hydraulic press to achieve appropriate electrical height. Windings are manufactured as circular disc for the high voltage winding and helical disc for the low voltage winding. Ducts between the high voltage and low voltage windings give the required electrical isolation and provides a channel for cooling. These ducts are formed with insulating wraps, adhesive kraft paper and dog-bone type spacers.

Coils are supported on the bottom yoke with a clamping ring. Blocks located above the clamping ring then support the coil in line with the key spacers. Additional clamping rings are used at the top of the coil. Coils are braced to 600 lbs per square inch (4.14 newtons per square mm).

Coil and core drying: Core and coil assemblies are placed inside a gas-fired drying oven. The drying process is continuously monitored to lower power factor levels to below 0.5%. When appropriately dried, assemblies are re-tightened and promptly tanked. Electrical connections are made and the tank is filled with insulating oil. Power factor levels are again measured during testing and at shipment to verify the power factor is below 0.5%. Our units are guaranteed to have a power factor below 0.5%, and regularly are below 0.3%.

Windings: The most popular winding design is the circular disc. Disc windings consist of a number of individual discs, wound from either a single conductor or with multiple conductors wound in parallel. The conductive turns are wound radially over each other, and the conductors pass uninterrupted from one disc segment to the next. Disc turns are isolated from the insulating cylinder by insulating strips that traverse the entire width of the coil. Wiedmann spacers, which are keyed to the vertical strips, separate the individual discs one from the other. These vertical



and horizontal spacers provide a system of ducts which are critical in providing unrestricted circulation of cooling oil. With disc windings, the cooling oil is in contact with each turn of the winding. Keyed coil spacers prevent dislodging after winding, and provide a rigid assembly with sufficient strength to withstand short-circuit stresses.

Tank Fabrication: Virginia Transformer has tank fabrication or tank repair capabilities at each of its facilities. In addition, each facility has a support fabricator, approved by VTC to insure meeting urgent schedule requirements. Each tank is leak tested prior to delivery, and is shot-blasted and primed to prevent rust. All tanks are cycled thru pressure and vacuum phases throughout the manufacturing process. Tank seams are continuously monitored after filling with oil to insure that no leaks are present.

Quality Assurance: Virginia Transformer has a rigid and well established quality assurance program, as attested by the ISO-9001 certification we have held since 1998. Virginia Transformer has one Quality Assurance Manager, with responsibility for the quality programs at all of our sites. The quality system incorporates inspections, measurements, and manufacturing-hold criteria to insure that manufacturing objectives are met. Non-conformities to acceptable practice are documented and sent to appropriate departments, where an analysis is made to determine the cause and prevention of recurring events. Emphasis on quality is also attested by our RUS listing for 5mva thru 30mva units to 138kv. All three of our facilities presently hold ISO certification, and have been successfully updated to the latest ISO-9001:2008 certification.

TESTS AND THEIR SIGNIFICANCE

Ratio and Phase Relationship Test

The function of a transformer is to transform power from one voltage level to another. The ratio test ensures that the transformer windings have the proper turns to produce the voltages required. The ratio is a measure of the RMS voltage applied to the primary terminals to the RMS voltage measured at the secondary terminals.

The Standards state that when rated voltage is applied to one winding of the transformer, all other rated voltage(s) at no load shall be correct within 0.5% of the nameplate readings. It also states that all tap voltages shall be correct to the nearest turn if the volts per turn exceed the 0.5% of the desired voltage. The ratio test verifies that these conditions are met.

The primary and secondary windings in a three-phase transformer may be connected in a delta, wye or other configuration, and depending upon which of the individual windings are connected to each other the angular displacement between them. The phase relationship test verifies the delta, wye or other configuration and the angular displacement between the vectors.

Single phase transformers may have subtractive or additive polarity.

The polarity and phase relation tests are important when two or more transformers are to be paralleled. Paralleled transformers must have the same polarity and phase relation to avoid partial or complete short circuits.

Resistance Measurement

This is a measure of the resistance of the conductors in the transformer windings. The resistance measurements have two important functions:

- (a) For calculation of the temperature of the windings during the temperature test.
- (b) For calculation of the I^2R component of the winding losses.

The resistance measurement is corrected to either 75° C or 85°C depending on the average winding temperature rise of the transformer. The Standards have established 55°C and 65°C as standard temperature rises for liquid-filled transformers. Therefore, the corrected temperature is the winding's average temperature rise plus 20°C ambient temperature.

Insulation Resistance Test

The insulation-resistance test, which is commonly referred to as the megger test is used as an indication of the dryness of the insulation. This test although not classified as a routine test is done on a routine basis by many manufacturers to determine the condition of the insulation prior to testing.

In measuring insulation resistance it is the recommended practice to always be sure that the tank and the core iron are grounded. Short circuit each winding of the transformer at the terminals. Resistance measurements are then made between each winding and all other windings grounded. Windings are never left floating for insulation resistance measurements.

The insulation resistance varies with moisture content, cleanliness and temperature of the insulation parts, since the values vary with temperature, all measurements are corrected to 20° C for comparison purposes.

Insulation Power Factor

The insulation power factor test is another test that can be performed to determine the condition of the transformer insulation. The measurement is made with a capacitance bridge, measuring the capacitance between windings and between windings and ground, together with the power factor or loss angle of these capacitances.

This test is optional. The factory insulation power factor measurement can be of value for comparison purposes with field power factor tests. At this time there are no set standard for the acceptable power factor readings. Acceptable power factor readings are a matter of judgment and experience. Therefore by comparing the factory and field readings, changes in the insulation can possibly be detected.

No Load Loss and Exciting Current Test

The exciting current and the no-load losses are a function of the frequency, voltage and the wave shape of the voltage.

The exciting current and no-load losses are determined from the same test set-up. In which the transformer is energized open circuit. Any of the transformer winding is subjected to the rated voltage. Low Voltage side is preferred to be excited from power source, since that is easy from practical point of view. No Load Loss can be read directly from wattmeter

The no-load or excitation loss actually consists of mainly the iron loss of the core. The iron loss can be controlled to some degree by the quality of the core steel, the point on the performance curve where it is to be operated and the type of core used. Generally, a lower iron loss design will cost more initially, but the long range energy savings will usually more than offset that initial cost differential.

The exciting current test is one of the means used to verify that the core design and its satisfactory performance. The exciting current can be read directly from the ammeter.

The exciting current consists of a magnetizing and a loss component. The magnitude of the magnetizing component is determined by the shape of the performance curve of the core steel, its operating flux density and the number of turns in the primary winding. The loss component is determined by the losses in the core.

Load Loss and Impedance Measurement

The load loss and impedance are determined from what is sometimes referred to as the "short-circuit" test. The secondary of the transformer is shorted and sufficient voltage is applied to the primary terminal to circulate rated current through the primary winding.

The impedance is normally expressed in terms of percent of rated voltage. The impedance voltage is that voltage required to circulate the rated current through the primary winding with the secondary shorted.

The impedance test is made to verify the design impedance. The impedance, due to manufacturing tolerance, tends to vary from design values. For this reason, the Standards have established impedance tolerances as follows:

1. For two winding transformers.....7.5%
2. For three or more windings or Zig-Zag windings. 10%

The user and the designer are interested in the measured impedance primarily because it determines the amount of current which will flow in the windings during short circuit.

The magnitude of the short circuit current is important to the designer because it establishes

design criteria for the mechanical strength of the internal assemblies, and to the user in determining breaker capacities and selecting correct fuses and properly coordinating relaying schemes.

The impedance is also important when paralleling two or more transformers. The impedance of the paralleled transformers must be within the specified test tolerances. A transformer whose tested impedance is higher will cause the other transformers to carry more than its share of the load.

Dielectric Tests

The insulation in a transformer is probably the most important of its constructional materials. A transformer can function if the efficiency and regulation are poor, temperature rise is too high or if the mechanical strength is marginal. But if the insulation is inadequate and fails, the transformer is unusable. The effectiveness of the insulation in a transformer can be measured by its dielectric strength.

The purpose of the dielectric tests is to verify the dielectric strength of the insulation or in the case of the manufactured transformer to demonstrate the suitability of the insulation to withstand the test levels defined in the Standards. There are two dielectric withstand routine tests that can be performed on a transformer: (1) applied potential test, and (2) induced potential test. Each of these tests, as will be shown, has a specific purpose in verifying the major and minor insulation system of the transformer. The major insulation consists of the phase-to-phase and phase-to-ground insulation and the insulation separating the primary and secondary windings. The layer-to-layer, turn-to-turn and section-to-section insulation make up the minor insulation.

Applied Potential Test

This test is sometimes referred to as the "hypot" or the low-frequency test. The purpose of this test is to check the adequacy of the major insulation to ground and to all other windings being tested.

In this test all windings are short circuited and all windings except the one being tested and the tank are grounded. The voltage to be applied to the ungrounded winding has been established by ANSI C57.12.00. This test is made at 60 hertz and has duration of one minute.

Induced Potential Test

The purpose of this test is to check the minor insulation of the transformer. This test is accomplished by applying to one set of line terminals of the transformer with the other set open circuited. For Class I transformers, this test is conducted at double the rated voltage for 7200 cycles. Generally the source used for this test has frequency of 120 Hz or more.

Partial Discharge Test

Corona is the generic name for electrical discharges that occur in electrical insulation as a result of high velocity ionization under the influence of an electric field that exceeds the dielectric strength of the insulation.

Corona and the term partial discharge are used interchangeably when referring to this phenomenon in transformers. The partial discharge terminology is preferred since it most accurately describes the occurrence.

Much has been written concerning the cause of partial discharges. Some of the conditions that can initiate partial discharges are:

1. Improper processing or drying of the insulation.

2. Over stressed insulation due to a lack of proper recognition of the voltage limitation of the insulation.
3. High stress areas on conducting parts, which can be caused by sharp edges on either the conducting part or ground plane.

The effects of partial discharge in a transformer are twofold. One effect is that the ion and electron bombardment can be damaging to the insulation and shortens the life of the transformer. The other effect is that the transient currents produced due to partial discharges, may interfere with electrical communications,

Transformer manufacturers have been aware of the consequences of partial discharges in transformers for many years and have developed drying and processing procedures as well as insulation systems that virtually eliminate the presence of damaging partial discharges. For this reason the partial discharge test has been classified as optional. The test is performed periodically for quality control reasons, prototype testing or when specified by the user,

Several techniques have been developed to measure the intensity of partial discharges. The most generally used is the Radio Influence Voltage (RIV) technique. The radio frequency voltage produced by the partial discharges can be measured at the transformer terminals with a coupled radio

VIRGINIA TRANSFORMER CORPORATION
LIST OF SHORT CIRCUIT TESTED TRANSFORMERS

As of 7/16/2004

POF Name	TEST REPORT#	DATE	PLACE OF TEST	SERIAL NO	DRY OR LIQUID	KVA	PRIMARY VOLTAGE	PRI BL	SECONDARY VOLTAGE	SEC. BL
SC01	SC1213	6/9/1993	GE PITTSFIELD, MA	3408368001-3034.2	DRY	836	12470	96KV	648 Delta & wye	10KV
SC02	LTB8410482	6/1/1994	GE PITTSFIELD, MA	442002AM02-3389	LIQUID	2000	13800	86KV	480y/27	30KV
SC03	J90093C	6/7/1990	KEMA CHALFONTPA	3422338502-5744B	DRY	2233	13800 Y	110KV	660 delta	10KV
SC04	J82001-C	1/7/1992	KEMA CHALFONTPA	3432679901-6095	DRY	3257	13800	110KV	458 delta & wye	45KV
SC05	VIRG021892	2/27/1992	WESTINGHOUSE BELMONT, NC	342246A501-8500A	DRY	2246	13800	110KV	668 delta	10KV
SC06	VIRG021892	2/27/1992	WESTINGHOUSE BELMONT, NC	342246A502-8501A	DRY	2246	13800 Y	110KV	556 delta	10KV
SC07	T022121A	4/10/1992	PSM LAB PITTSBURGH, PA	447300A001-8520E	LIQUID	7900	12470	110KV	4180 Y	85KV
SC08	T022121B	6/22/1992	PSM LAB PITTSBURGH, PA	382246A004-6563C	DRY	2246	34500Y	160KV	556 DELTA	10KV
SC09	T022121B	6/22/1992	PSM LAB PITTSBURGH, PA	382246A504-8662C	DRY	2246	34800	160KV	668 DELTA	10KV
SC10	T100021	11/20/1992	PSM LAB PITTSBURGH, PA	426900A006-6577B	LIQUID	8000	4180	80KV	2080 Delta & wye	45KV
SC11	T081823	7/28/1993	PSM LAB PITTSBURGH, PA	343282UB01-6494C	DRY	3203	13200	86KV	480 Delta & wye	10KV
SC12	T011852	3/4/1993	PSM LAB PITTSBURGH, PA	354380UB01-6494H	DRY	4383	28400	160KV	450 Delta & wye	10KV
SC13	VIRG061303	6/13/1993	WESTINGHOUSE BELMONT, NC	34110A501-8900	DRY	1110	13200	86KV	644 Delta & wye	20KV
SC14	VIRG100295	10/10/1995	CUTLER HAMMER BELMONT, NC	340836A001-8027A	DRY	835	13200	89KV	580 Delta & wye	46KV
SC15	VIRG 072798	7/27/1995	CUTLER HAMMER BELMONT, NC	M434760601-8844A Transformer Model 341738LU01-8944A/A 341738LU02-8944A/B	DRY	1738x2	13200	85KV	430	20KV
SC16	J90067-B	4/18/1999	KEMA CHALFONTPA	M434760602-8017B Transformer Model 341738LU01-9017B/A 341738LU02-9017B/B	DRY	1738x2	13200	86KV	480	20KV
SC17	00017-B	1/28/2000	KEMA CHALFONTPA	M534760501-8343A Transformer Model 351818US01-8343A/A 351818US02-8343A/B	DRY	1813x1	26400	150KV	490	20KV
SC18	00120-B	7/10/2000	KEMA CHALFONTPA	41015MA012-9617A	LIQUID	1620MVA	66000	360 KV	13800	110KV
SC19	0189-B	8/27/2000	KEMA Transformer connected to Rectifier	342130B04-8828G	DRY	2130	12600	85KV	468 delta & wye	10KV
SC20	01014-B	3/12/2001	KEMA CHALFONTPA	44077MA002-8823	LIQUID	16,622/27.5 MVA	13800Y	110KV	CKT31	110KV
SC21	02107-B	6/22/2002	KEMA CHALFONTPA	381087B502-4037N	DRY	1067	34500	180KV	587 Delta & wye CKT31	10KV
SC22	02205-B	1/19/2002	KEMA CHALFONTPA	351683U001-A139B	DRY	1663	21000	125KV	627 Delta & wye CKT31	30KV



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Standard Warranty Statement

Virginia Transformer provides a standard warranty, as described in our Standard Terms and Conditions of Sale, dated October, 2002. This warranty is for (twelve) 12 months from date of equipment installation or (eighteen) 18 months from date of shipment, whichever occurs first. VTC warrants to repair or replace (FOB factory) any equipment we manufacture due to defective material or workmanship when failure occurs under normal and proper use. Buyer shall make the equipment available to VTC to perform work at the job site without interference or duress. No guarantee, warranty or liability for damage exists other than stated herein. VTC's warranty on purchased components is limited to the warranty provided by the component manufacturer. VTC will not assume any liability of expense for repairs or modifications to equipment unless previously authorized in writing by VTC. VTC will not accept consequential damages under any circumstances.

Warranty Options

Virginia Transformer offers Extended Warranties on the coils and core for time periods beyond the 12/18 months in the Standard Warranty. VTC also offers In/Out coverage on the transformer. The following paragraphs describe both of these added warranties.

Extended Warranty (Optional)

Virginia Transformer Corporation offers extension(s) to the standard warranty. The extended warranty covers only the coils and core against failure that occurs with respect to normal operation of the transformer, and within the parameters for which the transformer was designed. Extended Warranty is valid only if a technical representative of Virginia Transformer Corp. performs, as a minimum, supervision of field assembly and testing of the Transformer. This coverage excludes bolted electrical and mechanical connections, which are to be periodically checked and retightened, as necessary, by the Owner as part of their normal maintenance programs. Available (extended) warranty periods are as follows (equipment installation/shipment):

24/30 months; 36/36 months; 48/48 months; 60/60 months

Extended warranty 60/60
option

In/Out Coverage (Optional)

In/Out coverage is a warranty enhancement available during the Standard Warranty and Extended Warranty period. For failures occurring within the stated warranty period, VTC will cover only the expenses to transport the transformer to a repair facility and return the transformer to customer's site. Buyer will make the transformer ready for shipment in the condition it was originally received from VTC (as per outline drawing), with clear and free access by our selected courier. Civil work, disconnect/reconnect, and crane cost are the responsibility of the buyer.

In/Out coverage Yes



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C57.12 ANSI Standards

IMPEDANCES

HV BIL (kV)	LV Below 2400V	LV 2400V and above	LTC	Dry Type
10-60	5.75	5.75	--	5.75
60-110	5.75*	5.50*	--	**
150	6.75	6.50	7.00	**
200	7.25	7.00	7.50	--
250	7.25	7.50	8.00	--
350	--	8.00	8.50	--
450	--	8.50	9.00	--
550	--	9.00	9.50	--
650	--	9.50	10.00	--
750	--	10.00	10.50	--
900	--	10.50	11.00	--

* For transformers above 5000 KVA these values shall be the same as shown for 150 kV BIL.

** ANSI standards do not specify impedances for these ratings but industry is presently using the impedance values shown for the respective liquid/dry values as shown.

VOLTAGE BIL

kV	Liquid	Dry (VPI)	Encapsulated
1.2	30 (45)	10 (20, 30)	10 (30)
2.5	45 (60, 75)	20 (30, 45)	45 (60)
5.0	60 (75)	30 (45, 60)	60 (75)
8.7	75 (95)	45 (60, 95)	75 (95)
15	95 (110*)	60 (95, 110)	95 (110)
25	150 (200)	110 (125)	125 (150)
35	200	150 (200)	150
46	250	--	--
69	350 (250)	--	--
115	450 (550, 350)	--	--
138	550 (650, 450)	--	--
161	650 (750, 550)	--	--
230	750 (900, 650)	--	--

(BIL) in parenthesis is an optional BIL.

* Transformers 5000KVA and above should use this as standard BIL.



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C57.12 ANSI Standards

FAN COOLING

Base KVA	Stage 1 Fans	Stage 2 Fans
<2500	115% capacity	--
2500 to <12MVA	125% capacity	--
12MVA and above	133% capacity	125% additional
Dry Type Transformers	133% capacity	--

TEMPERATURE RISE

Liquid Type Transformers with 55/65°C Temperature Rise:

Base KVA @55°C → 112% capacity @ 65°C

STANDARD RATINGS Liquid Filled Transformers

55°C ONAN	65°C ONAN	55°C ONAF	65°C ONAF	55°C ONAF2	65°C ONAF2
300KVA	336KVA	345KVA	386KVA	--	--
500KVA	560KVA	575KVA	644KVA	--	--
750KVA	840KVA	863KVA	966KVA	--	--
1000KVA	1120KVA	1150KVA	1288KVA	--	--
1500KVA	1680KVA	1725KVA	1932KVA	--	--
2000KVA	2240KVA	2300KVA	2576KVA	--	--
2500KVA	2800KVA	3125KVA	3500KVA	--	--
3000KVA	3360KVA	3750KVA	4200KVA	--	--
3750KVA	4200KVA	4688KVA	5250KVA	--	--
5000KVA	5600KVA	6250KVA	7000KVA	--	--
7500KVA	8400KVA	9375KVA	10.5MVA	--	--
10MVA	11.2MVA	12.5MVA	14MVA	--	--
12MVA	13.44MVA	16MVA	17.92MVA	20MVA	22.4MVA
15MVA	16.8MVA	20MVA	22.4MVA	25MVA	28MVA
20MVA	22.4MVA	26.67MVA	29.86MVA	33.33MVA	37.33MVA
25MVA	28MVA	33.33MVA	37.33MVA	41.67MVA	46.67MVA
30MVA	33.6MVA	40MVA	44.8MVA	50MVA	56MVA
40MVA	44.8MVA	53.32MVA	59.72MVA	66.66MVA	74.65MVA
50MVA	56MVA	66.66MVA	74.65MVA	83.33MVA	93.33MVA

Note – VTC is a custom manufacturer; therefore, custom ratings can be chosen to suite your project needs.

Note on Temperature Rise – If specified transformer is single temperature rise only (55°C rise only or 65°C rise only): disregard the 65°C column and utilize the 55°C column as whichever single rise you are in need of.



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TRANSFORMER INSTALLATION DESCRIPTIONS

Described below are brief descriptions of VTC Field Service Installation Options; please consult your VTC Sales person for additional details and pricing.

Supervision only

VTC supplies an on-site field technician to supervise the assembly of the transformer by others and to verify the work is performed correctly. Others supply all crane, assembly and test equipment. Technician to be at site up to three days.

Installation (make-up oil for radiators only)

VTC supplies an installation crew to install bushings, radiators, arresters, etc. The unit will be shipped filled with oil so the only oil handling will be the oil required to fill the radiators after they are mounted. The oil is shipped from the plant with other detail parts. This operation will require the use of an oil pump and filter. Included in the cost is a small crane to handle the components to install plus the oil handling equipment. The following test will be performed TTR, DCR, DGA, CT Ratio, Core Ground Megger, and Transformer Megger. We will perform Power Factor on units above 69KV.

Installation (complete oil fill)

VTC supplies installation crew to install bushings, radiators, arresters, etc. The unit is shipped drained of oil so will require a complete filling in the field. The oil is usually delivered to the site in a tanker truck and filled from the truck. This operation will normally require the use of a vacuum pump, oil pump and filter, and if required oil heating capability for larger voltage class units. Included in the cost is a small crane to handle the components to install, and the oil handling equipment. The following test will be performed TTR, DCR, DGA, CT Ratio, Core Ground Megger, and Transformer Megger. We will perform Power Factor on units above 69KV.

Crane Service

The crane cost is required if the scope of the work requires a crane to offload the transformer from the truck to the pad. This crane is seldom used to install the components on the job.

Transformer units with Conservator having Air Bladder

VTC supplies installation crew to install conservator, conservator, bracing, etc. If the unit is shipped drained of oil we will require a complete filling in the field. The oil is usually delivered to the site in a tanker truck and filled from the truck. This operation will normally require the use of a vacuum pump, oil pump and filter, and if required oil heating capability for larger voltage class units. Included in the cost are a small crane to handle the components to be install and the oil handling equipment.

Hot Oil & Vacuum Processing

VTC offers hot oil processing. Our hot oil processing consists of heating the oil going to the transformer. We offer this on new installs. During vacuum processing VTC will apply a vacuum to the transformer. This is on transformers designed for full vacuum only. The vacuum level will be approximately 1 torr. This vacuum will be for 24hrs prior to oil filling.

Notes:

1. Pricing assumes clear and unobstructed ingress and egress around the work location. VTC will not be responsible for additional costs incurred for delays caused by unimproved sites that are unable to support vehicles and cranes on the scheduled days. VTC will not be responsible for relocating any obstructions to the work site nor for any improvements to allow access to the work site.
2. Crane costs assume unobstructed access to placement area without interference from walls, dykes, fences or substation structures. If obstructions exist, additional cost will possibly be incurred that will be passed along.
3. The customer is responsible for all transformer grounding and connections to bushings and external alarm and control wiring entering junction box.
4. Pricing is based on performing the work with VTC technicians or contracted services at VTC's choice. VTC's on site personnel are to have full and complete access to work on the equipment regardless of union contract rules.



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FIELD SERVICE INSTALLATION AND SERVICE ENGINEERING

DOMESTIC (US, CANADA & MEXICO)

Service Type	Straight-Time	Overtime & Saturdays	Sundays & Holidays	1-4 hours	5-8 hours
Field Service Tech Hourly Rate	\$175	\$250	\$300	4 hours Minimum	8 hours Minimum
Engineering Service Hourly Rate	\$275	\$415	\$550	4 Hours Minimum	8 Hours Minimum

TRAVEL, LIVING AND INCIDENTAL EXPENSES are not included in any of the hourly rates and shall be billed at cost plus a handling charge of 15%. Rates exclude special tools and equipment.

TERMS OF PAYMENT are on an estimated basis: 100% in advance. Adjustments will be made upon presentation of invoice (within 10 days of invoice date). Interest is payable for late payment.

CALCULATION OF TIME RATES

STRAIGHT-TIME is defined as time worked on a regular schedule 8 hours between 7:00 am and 6:00 pm, Monday through Friday; or for time worked on any other agreed to schedule of 8 hours per day, Monday through Friday. Each hour of straight-time shall be paid for at the straight-time rate.

OVERTIME is defined as time worked in excess of or at times other than the regular straight-time schedule. Each hour of overtime shall be paid for at one and one-half times the straight-time rate, except that hours worked in excess of 16 per day, Monday through Friday, or in excess of 8 hours on Saturday, and hours worked on Sunday and Holidays shall be paid at two times the straight-time rate. A Holiday is any day observed by the purchaser as a Holiday in the place where the work is being performed.

STANDBY TIME is defined as time, up to 8 hours per day, Monday through Friday, during which the **SERVICE TECHNICIAN**, during the course of this agreement, is available for work but is not working due to circumstances beyond the control of Virginia Transformer Corp. Each hour of Standby Time shall be paid at the Straight-Time rate.

TRAVEL TIME is defined as the time spent by the **SERVICE TECHNICIAN** in traveling to the job site and returning, including travel occurring on Saturday, Sunday or Holidays. Time is calculated portal to portal. The rate charged for Travel Time is the same as the work rate.

TIME WORKED, TRAVEL TIME AND STANDBY TIME occurring on the same day will each be charged at the rates and within the limitations as foreshad.



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VTC contracts with carriers to transport products from our factory to the customer's site. Transformers are delivered by truck to final destination. When customer acknowledges our delivery plan, we begin acquiring a vehicle for the load requirement. Height and shipping weight of the transformer determine the truck capacity.

Three types of truck-bed configurations are available:

- Standard flat-bed trucks have bed heights approximately 5 feet from truck bed to the ground
- Single-drop trucks, have bed heights 3 to 4 feet from truck bed to ground and carry taller units.
- Double-drop trucks, have bed heights 1.5 to 2 feet from truck bed to ground and carry tallest units.
 - Cannot travel certain roads due to low clearance.

Transformer weight can require a truck to have more wheels and axles than the standard 18 wheel configuration. The ICC determines maximum weight that can be legally transmitted to a truck's axle. An additional axle or two is often required to distribute the weight.

Trucking companies or their regulating agencies determine when a product can leave our factory:

- Availability of low-profile trucks may delay shipment. Delays of 2 or 3 days are common for double-drop bed.
- ICC regulations govern when a heavy or tall load can be transported over the highways. Weight and height may restrict driving hours, and holiday weekends impose additional restrictions on heavy loads.
- States limit load size during wet periods that soften highway lanes. Construction can detour large loads, adding to transport time. State permits for heavy loads may take several days to clear licensing bureaus.

Parts trucks will not commit to direct delivery. These vehicles maximize loading by making accessory pickups and deliveries along their routes. Tarpaulin covers can be provided as a price adder for salt-laden winter highways.

Scheduling truck delivery

Transformers and components will be carried to all designated ship-to address. After scheduling, VTC will advise customer of expected delivery date. VTC instructs carrier to call customer as unit approaches delivery site (cell lines recommended).

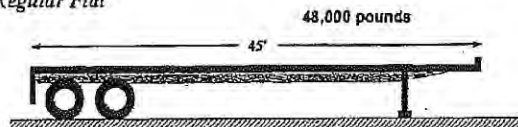
Placing transformer at site

Site conditions must be such that an effective delivery can occur. Truck must have negotiable path to transformer offload site, path must be close proximity to delivery site. The off-load area must accommodate simultaneous presence of the truck and a large crane, allowing crane access to both the transformer and the pad. Sufficient overhead clearance must allow the crane to lift the transformer, convey it to the site, and set it in place without hesitation or risk of harm. VTC is neither responsible for costs at inadequately prepared sites, nor re-location of obstructions or site improvements to facilitate offloading. Obstructions to the delivery process will incur additional costs to the customer.

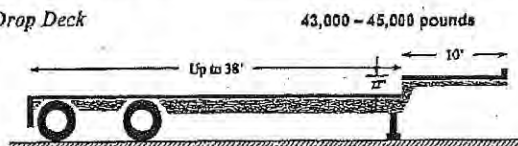
Dress out at site

VTC can provide an installation crew to install bushings, radiators, arrestors and other ship-separate accessories, and oil filling for units shipped without oil (vacuum pump, oil pump, oil filter, and small crane). Oil will be delivered to site by tanker, and filling of the transformer will be made directly from the tank truck.

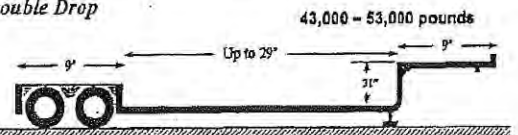
Regular Flat



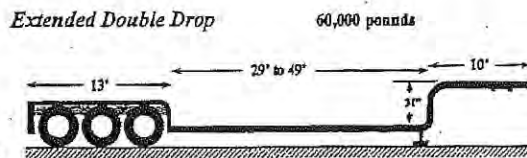
Drop Deck



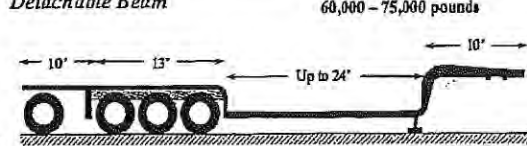
Double Drop



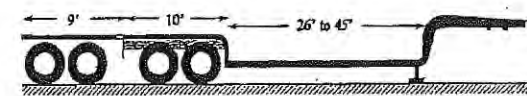
Extended Double Drop



Detachable Beam



Each additional axle increases maximum load 20,000 pounds.





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HISTORY

Virginia Transformer Corp was established and incorporated in the Commonwealth of Virginia in 1971 to supply Power Transformers to the underground mining industry in the nearby Appalachian Mountains. Low profile construction, tough environmental conditions, and other non-standard specifications required for both Dry-type and Liquid-filled Power Transformers in this application started VTC down the road of custom transformer designs and manufacturing excellence.

During the 70's, our customer base and product scope became more diversified, adding rectifier duty transformers and reactors for adjustable frequency drive and NEMA R19 extra heavy duty traction applications. Most major urban transit systems today employ transformers built by Virginia Transformer Corp. Later in this decade, VTC also established a predominate reputation for retrofitting the PCB market.

Beginning in the 80's, our current President took the helm at Virginia Transformer Corp. Our product range was further expanded to include Industrial and Commercial Power Transformers for distribution applications, including those with automatic load tap changing requirements, and our trademarked fully encapsulated coil UNICLAD® transformer. This decade saw the beginnings of the truly phenomenal 10% - 30% annual growth of VTC, which has been further exceeded in recent years with a continuation of product line expansion into the larger voltage class II sizes of Power Transformers.

The 90's witnessed entry into the demanding Utility market, as customers sought to find additional suppliers for their requirements of high quality and lower cost units. During this decade VTC moved to a new facility and its current corporate headquarters – a 120,000 square foot custom designed facility for modern transformer manufacturing. Virginia Transformer Corp further expanded by adding a second custom manufacturing facility in Chihuahua, Mexico. This modern state-of-the-art 60,000 square foot operation, designed from the ground up as a transformer plant, has been ISO certified from the beginning. Visiting customers have proclaimed it to be one of the finest facilities for manufacturing transformers in North America.

During the 21st century, Virginia Transformer Corp continued to grow, acquiring the U S Transformer West facility in Pocatello, Idaho – providing yet another step toward world-class recognition. In addition to this facility building new Medium Voltage class Power Transformers, currently up to 100MVA top rated at 161kV, they also provide world-class reconditioning and repair services to both Utility and Industrial clients. Today, VTC stands at the top as a worldwide presence in the Power Transformer industry providing individualized solutions and custom designs with Dry-type and Liquid-filled transformers from its three manufacturing facilities in North America. All major components, core and coil assemblies, tanks, etc. are produced on-site with complete testing capabilities up to 950BIL for the complete range of Power Transformers – 300KVA to 300MVA, 230kV class for Utility, Industrial, Commercial, and Export markets. You won't find a more capable, full service company than Virginia Transformer Corp to meet your needs.

As we look forward to the next century, our focus on high quality, affordable, and best delivery of Power Transformers to meet the ever growing demand of our expanding client base drives and challenges Virginia Transformer Corp daily to provide the highest level of customer service and satisfaction. Although we, like everyone else, occasionally may have an issue with a transformer, VTC's commitment to respond rapidly and take responsibility will remain at the forefront of our obligations to clients.



Certificate of Registration

This certifies that the Quality Management System of

Virginia Transformer Corp.

220 Glade View Drive
Roanoke, Virginia, 24012, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

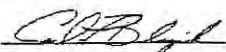
ISO 9001:2008

Scope of Registration:

Design, Manufacture & Commercialization of Transformers & Associated Equipment & Services for Electrical Power Systems



Certificate Number: C0098193-ISR
Certificate Issue Date: 14-JUL-2013
Registration Date: 17-JUL-2013
Expiration Date *: 16-JUL-2018


Carl Blazik
Director, Technical
Operations & Business Units,
NSF-ISR, Ltd.

Page 1 of 2

NSF International Strategic Registrations

739 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

Unauthorized Registration and/or Accreditation Notice: This certificate is property of NSF-ISR and must be returned upon request.
* Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org

THIS CERTIFIES THAT

Virginia Transformer Corp



* Nationally certified by the: **CAROLINAS-VIRGINIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): **335311**

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/09/2015

Issued Date

CA01797

Certificate Number

Joset B. Wright-Lacy

Joset B. Wright-Lacy

Eric Watson, President & CEO

10/31/2016

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

REFERENCE LIST

1. City of Vernon - Ali Nourmohamadian (Utilities Engineering Manager)
323-583-8811 Ext 316 anour@ci.vernon.ca.us
2. City of Glendale – Hovsep Barkhordarian (Electrical Engineer)
818-550-4580 hbarkhordarian@glendaleca.gov
3. City of Pasadena – Richard Haas (Sr. Project Manager)
626-744-7854 rhaas@cityofpasadena.net
4. City of Riverside – Fady Megala (Sr. Electrical Engineer)
951-826-5873 fmegala@riversideca.gov
5. City of Colton – Jason Penunuri (Substation operation Supervisor)
909-370-6166 jpenunuri@ci.colton.ca.us

VTCU User List

SO Item	Job Nbr	Bill-To Nbr	SO Date	Description
HA639*1	HA639A	7914	3/14/2016	LIQUID 10000 / 11200 / 12500 / 14000
HA638*1	HA638A	10398	2/2/2016	LIQUID 30000//56250 KVA, 230/22.86 KV, LTC TRANSFORMER
HA637*1	HA637A	A808	2/25/2016	LIQUID 15000 / 16800 / 19950 / 22344 / 24938 / 27930
HA636*1	HA636A	B334	2/18/2016	LIQUID 15000 / 20000 / 25000
HA635*1	HA635A	E220	2/24/2016	LIQUID 21000/28000/35000 KVA - UNIT A
HA634*1	HA634A	E220	2/22/2016	LIQUID 33000/44000/55000 KVA - UNIT A
HA633*1	HA633A	9822	1/27/2016	LIQUID 15000 / 20000
HA632*1	HA632A	9982	1/29/2016	LIQUID 33000 / 44000 / 55000
HA631*1	HA631A	10289	1/26/2016	LIQUID 10000 / 11200 / 12500 / 14000
HA630*1	HA630A	B541	2/1/2016	LIQUID 12000 / 13440 / 16000 / 17920 / 20000 / 22400
HA629*3	HA629C	B780	12/15/2015	LIQUID 15000 / 20000 / 25000
HA629*2	HA629B	B780	12/15/2015	LIQUID 15000 / 20000 / 25000
HA629*1	HA629A	B780	12/15/2015	LIQUID 15000 / 20000 / 25000
HA628*1	HA628A	C946	12/23/2015	LIQUID 37200/49600/62000
HA627*1	HA627A	9982	12/23/2015	LIQUID 33000 / 44000 / 55000
HA626*1	HA626A	9843	12/14/2015	LIQUID 30000 / 40000 KVA
HA625*1	HA625A	10348	11/16/2015	LIQUID 21000 / 28000 / 35000
HA624*2	HA624B	10188	11/24/2015	LIQUID 12000/16000/20000 - UNIT B
HA624*1	HA624A	10188	11/24/2015	LIQUID 12000/16000/20000 KVA - UNIT A
HA623*2	HA623B	10333	11/12/2015	LIQUID 42000 / 47040 / 56000 / 62720 / 70000 / 78400
HA623*1	HA623A	10333	11/12/2015	LIQUID 42000 / 47040 / 56000 / 62720 / 70000 / 78400
HA622*1	HA622A	C766	11/3/2015	LIQUID 15000 / 20000
HA621*1	HA621A	10049	11/4/2015	LIQUID 55000 / 73333 / 91667
HA620*2	HA620B	D443	11/5/2015	LIQUID 15000 / 20000 / 25000 (UNIT B)
HA620*1	HA620A	D443	11/5/2015	LIQUID 15000 / 20000 / 25000 (UNIT A)
HA619*1	HA619A	7284	10/23/2015	LIQUID 20000 / 22400 / 26600 / 29792 / 33250 / 37240
HA618*1	HA618A	10002	10/21/2015	LIQUID 40000 / 44800 / 53200 / 59584 / 66500 / 74480
HA617*1	HA617A	10311	10/16/2015	LIQUID 23000 / 30600 / 38200 UNIT A
HA616*1	HA616A	D317	8/27/2015	LIQUID 15000 / 16800 / 20000 / 22400 / 25000 / 28000
HA615*1	HA615A	B139	9/15/2015	LIQUID 10000 / 11200 / 12500 / 14000
HA614*1	HA614A	A864	9/1/2015	LIQUID 15000/16800/20000/22400/25000/28000
HA613*4	HA613D	10289	9/4/2015	LIQUID 10000 / 11200 / 12500 / 14000
HA613*3	HA613C	10289	9/4/2015	LIQUID 15000 / 16800 / 20000 / 22400 / 25000 / 28000
HA613*2	HA613B	10289	9/4/2015	LIQUID 30000 / 33600 / 40000 / 44800 / 50000 / 56000
HA613*1	HA613A	10289	9/4/2015	LIQUID 30000 / 33600 / 40000 / 44800 / 50000 / 56000
HA612*4	HA612D	9613	9/18/2015	LIQUID 2000
HA612*3	HA612C	9613	9/18/2015	LIQUID 2000
HA612*2	HA612B	9613	9/18/2015	LIQUID 2000
HA612*1	HA612A	9613	9/18/2015	LIQUID 2000
HA611*1	HA611A	C946	8/24/2015	LIQUID 57000 / 76000 / 95000
HA610*1	HA610A	C946	8/24/2015	LIQUID 57000 / 76000 / 95000
HA609*1	HA609A	C946	8/22/2015	LIQUID 66000 / 88000 / 110000
HA608*1	HA608A	C946	8/20/2015	LIQUID 40000 / 53333 / 66667
HA607*1	HA607A	C946	8/24/2015	LIQUID 37200/49600/62000
HA606*1	HA606A	C946	8/21/2015	LIQUID 33000 / 44000 / 55000
HA605*2	HA605B	A679	9/1/2015	LIQUID 15000 / 20000 / 25000
HA605*1	HA605A	A679	9/1/2015	LIQUID 15000 / 20000 / 25000
HA604*1	HA604A	5020	8/26/2015	LIQUID 10000 / 11200 / 12500 / 14000
HA603*2	HA603B	A679	8/18/2015	LIQUID 30000 / 40000 / 50000

HA603*1	HA603A	A679	8/18/2015 LIQUID 30000 / 40000 / 50000
HA602*1	HA602A	D548	5/19/2015 LIQUID 30000 / 40000 / 50000
HA601*1	HA601A	A896	8/24/2015 LIQUID 15000 / 16800 / 20000 / 22400 UNIT A
HA600*1	HA600A	10241	8/6/2015 LIQUID 16800 / 22400 / 28000
HA599*1	HA599A	10262	7/24/2015 LIQUID 40000 / 53333 / 66667 UNIT A
HA598*5	HA598E	10049	7/16/2015 LIQUID 16000/21280/27000 UNIT E
HA598*4	HA598D	10049	7/16/2015 LIQUID 36000/48000/60000 UNIT D
HA598*3	HA598C	10049	7/16/2015 LIQUID 15000 / 20000 / 25000 UNIT C
HA598*2	HA598B	10049	7/16/2015 LIQUID 15000 / 20000 / 25000 UNIT B
HA598*1	HA598A	10049	7/16/2015 LIQUID 40000 / 53333 / 66667 UNIT A
HA597*4	HA597D	A939	6/17/2015 LIQUID 25000 / 28000 / 33333 / 37333 / 41667 / 46667
HA597*3	HA597C	A939	6/17/2015 LIQUID 25000 / 28000 / 33333 / 37333 / 41667 / 46667
HA597*2	HA597B	A939	6/17/2015 LIQUID 25000 / 28000 / 33333 / 37333 / 41667 / 46667
HA597*1	HA597A	A939	6/17/2015 LIQUID 25000 / 28000 / 33333 / 37333 / 41667 / 46667
HA595*1	HA595A	C445	5/29/2015 LIQUID 30000 / 33600 / 40000 / 44800
HA594*1	HA594A	B784	5/1/2015 LIQUID 25000/28000/33333/37333/41667/46667
HA593*1	HA593A	A808	5/13/2015 LIQUID 15000 / 16800 / 20000 / 22400 / 25000 / 28000
HA592*1	HA592A	10061	4/15/2015 LIQUID 40000 / 53333 / 66667
HA591*1	HA591A	A679	5/8/2015 LIQUID 30000 / 40000 / 50000
HA590*2	HA590B	10185	4/27/2015 LIQUID 15000/16800/20000/22400/25000/28000
HA590*1	HA590A	10185	4/27/2015 LIQUID 15000/16800/20000/22400/25000/28000
HA589*1	HA589A	C106	4/22/2015 LIQUID 20000 / 22400 / 26667 / 29867 / 33333 / 37333
HA588*1	HA588A	A679	3/27/2015 LIQUID 30000 / 40000 / 50000
HA587*1	HA587A	C946	3/4/2015 LIQUID 63000 / 84000 / 105000 KVA UNIT A
HA586*1	HA586A	10189	3/19/2015 LIQUID 40000 / 44800 / 53200 / 60000 KVA UNIT A
HA585*1	HA585A	C161	3/12/2015 LIQUID 30000/33600/40000/44800/50000/56000
HA584*2	HA584B	4828	3/6/2015 LIQUID 12000/13400/16000/17900/20000/22400
HA584*1	HA584A	4828	3/6/2015 LIQUID 12000/13400/16000/17900/20000/22400
HA583*1	HA583A	7904	2/27/2015 LIQUID 33600 / 44800 / 56000
HA582*1	HA582A	A920	12/30/2014 LIQUID 15000 / 16800 / 2000 / 22400 / 25000 / 28000
HA581*1	HA581A	C106	2/10/2015 LIQUID 20000 / 22400 / 26667 / 29867 / 33333 / 37333
HA580*2	HA580B	D746	2/18/2015 LIQUID 12000 / 13440 / 16000 / 17920
HA580*1	HA580A	D746	2/18/2015 LIQUID 12000 / 13440 / 16000 / 17920
HA579*1	HA579A	2900	1/16/2015 LIQUID 10000 / 11200 / 12500 / 14000
HA578*1	HA578A	A896	2/10/2015 LIQUID 55000/61600/73333/82133
HA577*1	HA577A	10002	2/4/2015 LIQUID 40000 / 44800 / 53200 / 59584 / 66500 / 74480
HA576*1	HA576A	D967	2/10/2015 LIQUID 30000 / 40000 / 50000 UNIT A
HA575*2	HA575B	1696	1/20/2015 LIQUID 37500 / 50000 / 62500
HA575*1	HA575A	1696	1/20/2015 LIQUID 37500 / 50000 / 62500
HA574*1	HA574A	A717	12/23/2014 LIQUID 20000 / 26667 / 33333
HA573*2	HA573B	A679	1/30/2015 LIQUID 15000 / 20000 / 25000
HA573*1	HA573A	A679	1/30/2015 LIQUID 15000 / 20000 / 25000
HA572*1	HA572A	B154	1/16/2015 LIQUID 15000 / 20000 / 25000
HA570*2	HA570B	8518	10/23/2014 LIQUID 15000/16800/20000/22400/25000/28000
HA570*1	HA570A	8518	10/23/2014 LIQUID 15000/16800/20000/22400/25000/28000
HA569*4	HA569D	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA569*3	HA569C	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA569*2	HA569B	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA569*1	HA569A	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA568*6	HA568F	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA568*5	HA568E	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA568*4	HA568D	B780	12/31/2014 LIQUID 15000 / 20000 / 25000

HA568*3	HA568C	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA568*2	HA568B	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA568*1	HA568A	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA567*6	HA567F	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA567*5	HA567E	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA567*4	HA567D	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA567*3	HA567C	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA567*2	HA567B	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA567*1	HA567A	B780	12/31/2014 LIQUID 15000 / 20000 / 25000
HA566*1	HA566A	B085	12/22/2014 LIQUID 18000 / 20160 / 24000 / 26880 / 32000 / 35840
HA565*1	HA565A	B085	12/22/2014 LIQUID 12000 / 13440 / 16000 / 17920 / 20000 / 22400
HA564*1	HA564A	B127	12/17/2014 LIQUID 15000/16800/20000/22300/25000/28000
HA563*1	HA563A	B127	12/17/2014 LIQUID 15000/16800/20000/22300/25000/28000
HA562*1	HA562A	B127	12/12/2014 LIQUID 15000/16800/20000/22300/25000/28000
HA561*2	HA561B	D554	11/12/2014 LIQUID 50000/56000/66667/74667/83333/93333
HA561*1	HA561A	D554	11/12/2014 LIQUID 50000/56000/66667/74667/83333/93333
HA560*1	HA560A	D034	9/17/2014 LIQUID 12000 / 15000
HA559*1	HA559A	A679	12/22/2014 LIQUID 15000 / 20000 / 25000
HA558*1	HA558A	A679	12/8/2014 LIQUID 15000 / 20000 / 25000
HA557*1	HA557A	8536	11/12/2014 LIQUID 25000 / 33333 / 41667
HA556*1	HA556A	10078	11/13/2014 LIQUID 5000 / 5600 / 6250 / 7000
HA555*1	HA555A	9246	11/21/2014 LIQUID 18000 / 24000 / 30000
HA554*1	HA554A	A355	11/19/2014 LIQUID 18000/20160/24000/26880/30000/33600
HA553*1	HA553A	7882	11/13/2014 LIQUID 15000 / 16800 / 20000 / 22400 / 25000 / 28000
HA552*1	HA552A	9361	11/10/2014 LIQUID 50000/65000/80000
HA551*1	HA551A	7586	11/12/2014 LIQUID 22000 / 25000
HA550*1	HA550A	10069	10/31/2014 LIQUID 12500 / 16667
HA549*1	HA549A	10074	10/8/2014 LIQUID 10000 / 11200
HA548*2	HA548B	D314	10/24/2014 LIQUID 24000 / 26880 / 31920 / 35750 / 39900 / 44688
HA548*1	HA548A	D314	10/24/2014 LIQUID 24000 / 26880 / 31920 / 35750 / 39900 / 44688
HA547*1	HA547A	10080	10/24/2014 LIQUID 36000 / 48000 / 60000
HA546*2	HA546B	B263	9/24/2014 LIQUID 15000/16800/20000/22300/25000/28000
HA546*13	HA546M	B263	9/24/2014 LIQUID 15000/16800/20000/22300/25000/28000
HA546*1	HA546A	B263	9/24/2014 LIQUID 15000/16800/20000/22300/25000/28000
HA545*1	HA545A	A679	10/22/2014 LIQUID 15000 / 20000 / 25000
HA544*1	HA544A	C017	10/22/2014 LIQUID 66000 / 88000 / 110000
HA543*1	HA543A	9139	10/16/2014 LIQUID 18000/20000/24000/26800/30000/33600
HA542*1	HA542A	A679	10/10/2014 LIQUID 15000 / 20000 / 25000
HA541*2	HA541B	10075	10/6/2014 LIQUID 33000/36960/43890/49157/54862/61446
HA541*1	HA541A	10075	10/6/2014 LIQUID 33000/36960/43890/49157/54862/61446
HA540*3	HA540C	10049	9/22/2014 LIQUID 18000/24000/30000
HA540*2	HA540B	10049	9/22/2014 LIQUID 12000/16000/20000
HA540*1	HA540A	10049	9/22/2014 LIQUID 15000 / 20000 / 25000
HA539*2	HA539B	D793	9/22/2014 LIQUID 25000/32000/40000
HA539*1	HA539A	D793	9/22/2014 LIQUID 25000/32000/40000
HA538*1	HA538A	10034	9/4/2014 LIQUID 12000 / 13440 / 16000 / 17920 / 20000 / 22400
HA537*3	HA537C	E311	8/13/2014 LIQUID 20000/22400/26600 /30000/ 33300/37300
HA537*2	HA537B	E311	8/13/2014 LIQUID 20000/22400/26600 /30000/ 33300/37300
HA537*1	HA537A	E311	8/13/2014 LIQUID 20000/22400/26600/30000/33300/37300
HA536*1	HA536A	A927	8/29/2014 LIQUID 12000 / 16000 / 20000
HA535*1	HA535A	C430	8/29/2014 LIQUID 75000 / 84000 KVA
HA534*2	HA534B	B780	8/29/2014 LIQUID 30000 / 40000 / 50000

HA534*1	HA534A	B780	8/29/2014 LIQUID 30000 / 40000 / 50000
HA533*1	HA533A	9810	8/28/2014 LIQUID 10000 / 11200 / 12500 / 14000
HA532*2	HA532B	10029	8/27/2014 LIQUID 36000 / 48000 / 60000
HA532*1	HA532A	10029	8/27/2014 LIQUID 36000 / 48000 / 60000
HA531*2	HA531B	B139	8/20/2014 LIQUID 10000 / 11200 / 12500 / 14000
HA531*1	HA531A	B139	8/20/2014 LIQUID 10000 / 11200 / 12500 / 14000
HA530*1	HA530A	10042	8/13/2014 LIQUID 15000 / 20000 / 25000
HA529*1	HA529A	A735	8/11/2014 LIQUID 15000 / 20000 / 22400
HA528*1	HA528A	10019	7/31/2014 LIQUID 15000 / 20000
HA527*1	HA527A	C884	7/18/2014 LIQUID 30000/33600/40000/44800/50000/56000 KVA
HA526*1	HA526A	A679	7/14/2014 LIQUID 15000 / 20000 / 25000
HA525*1	HA525A	A679	7/11/2014 LIQUID 15000 / 20000 / 25000
HA524*1	HA524A	D554	6/24/2014 LIQUID 25000 / 28000 / 33333 / 37333 / 41667 / 46666
HA523*1	HA523A	A896	7/7/2014 LIQUID 45000 / 50400 / 59850 / 67032
HA522*1	HA522A	E277	6/23/2014 LIQUID 10000 / 13333 / 16666
HA521*1	HA521A	A355	6/24/2014 LIQUID 15000/16800/20000/22400/25000/28000
HA520*1	HA520A	E277	6/23/2014 LIQUID 10000 / 13333 / 16666
HA519*2	HA519B	E295	6/24/2014 LIQUID 20000 / 25000 / 30000
HA519*1	HA519A	E295	6/24/2014 LIQUID 20000 / 25000 / 30000
HA518*2	HA518B	D513	6/27/2014 LIQUID 40000 / 53333
HA518*1	HA518A	D513	6/27/2014 LIQUID 40000 / 53333
HA517*1	HA517A	S221	6/27/2014 LIQUID 18000/20160/23940/26813/29925/33516
HA516*1	HA516A	E070	4/15/2014 LIQUID 12000/13440/16000/17920/20000/22400
HA515*1	HA515A	10022	6/22/2014 LIQUID 60000 / 67200 / 79800 / 89376
HA514*2	HA514B	4186	5/30/2014 LIQUID 30000/33600/40000/45000/50000/56000 'UNIT B
HA514*1	HA514A	4186	5/30/2014 LIQUID 30000/33600/40000/45000/50000/56000 'UNIT A
HA513*1	HA513A	6083	5/21/2014 LIQUID 30000 / 40000 / 50000
HA512*1	HA512A	A287	5/25/2014 LIQUID 12000/13400/16000/17920/20000/22400
HA511*2	HA511B	E301	5/21/2014 LIQUID 20000/22400/26600/29792/33250/37240
HA511*1	HA511A	E301	5/21/2014 LIQUID 20000/22400/26600/29792/33250/37240
HA510*1	HA510A	E037	5/12/2014 LIQUID 10000 / 11200 / 12500 / 14000
HA509*1	HA509A	D863	5/5/2014 LIQUID 25000 / 28000 / 33250 / 37240 / 41562 / 46550
HA508*3	HA508C	B971	5/20/2014 LIQUID 5000 / 5600
HA508*2	HA508B	B971	5/20/2014 LIQUID 5000 / 5600
HA508*1	HA508A	B971	5/20/2014 LIQUID 5000 / 5600
HA506*1	HA506A	E248	4/30/2014 LIQUID 15000 / 16800 / 20000 / 22344 / 25000 / 27888
HA505*2	HA505B	B042	5/2/2014 LIQUID 25000/28000/33333/37333/41667/46667
HA505*1	HA505A	B042	5/2/2014 LIQUID 25000/28000/33333/37333/41667/46667
HA504*1	HA504A	B289	5/2/2014 LIQUID 12000/13440/16000/17920/20000/22400
HA503*1	HA503A	E267	4/30/2014 LIQUID 12000/13400/16000/17875/20000/22400
HA502*1	HA502A	B247	5/2/2014 LIQUID 20000/22400/26700/29800
HA501*1	HA501A	A580	5/2/2014 LIQUID 7500 / 8400 / 9375 / 10500
HA500*1	HA500A	D045	5/2/2014 LIQUID 7500 / 8400 / 9375 / 10500
HA499*3	HA499C	D963	5/1/2014 LIQUID 24000/32000/40000
HA499*2	HA499B	D963	5/1/2014 LIQUID 39000/52000/65000
HA499*1	HA499A	D963	5/1/2014 LIQUID 39000/52000/65000
HA498*1	HA498A	A808	5/1/2014 LIQUID 15000/16800/20000/22400/25000/28000
HA497*1	HA497A	C008	4/30/2014 LIQUID 10000 / 11200 / 12500 / 14000
HA496*1	HA496A	B780	4/30/2014 LIQUID 15000/20000/25000
HA495*1	HA495A	B537	4/17/2014 LIQUID 10000 / 11200 / 12500 / 14000
HA494*1	HA494A	A679	4/9/2014 LIQUID 15000 / 20000 / 25000
HA493*2	HA493B	E170	3/28/2014 LIQUID 13500 / 18000 / 22500

HA493*1	HA493A	E170	3/28/2014 LIQUID 13500 / 18000 / 22500
HA492*2	HA492B	E255	3/28/2014 LIQUID 17000/19000/22700/25400
HA492*1	HA492A	E255	3/28/2014 LIQUID 17000/19000/22700/25400
HA491*1	HA491A	D928	3/28/2014 LIQUID 15000/20000/25000
HA490*1	HA490A	E003	3/28/2014 LIQUID 17000/22700 KVA XFMR
HA489*1	HA489A	D393	3/28/2014 LIQUID 10000 / 11200 / 12500 / 14000
HA488*1	HA488A	E070	3/28/2014 LIQUID 5000/5600/6250/7000
HA487*2	HA487B	E245	3/24/2014 LIQUID 15000/16800/20000/22400/25000/28000
HA487*1	HA487A	E245	3/24/2014 LIQUID 15000/16800/20000/22400/25000/28000
HA486*1	HA486A	E003	3/18/2014 LIQUID 12000//20000 KVA XFMR
HA485*1	HA485A	C690	2/27/2014 LIQUID 15000 / 20000
HA484*1	HA484A	9859	12/17/2013 LIQUID 10000 / 11200 / 12500 / 14000
HA483*1	HA483A	E236	2/25/2014 LIQUID 15000/16800/20000/22400
HA482*1	HA482A	A679	2/24/2014 LIQUID 15000 / 20000 / 25000
HA481*1	HA481A	9033	1/31/2014 LIQUID 10000 / 11200 / 12500 / 14000
HA480*1	HA480A	E223	2/12/2014 LIQUID 10000 / 11200 / 12500 / 14000
HA479*2	HA479B	E179	1/31/2014 LIQUID 36000 / 48000 / 60000
HA479*1	HA479A	E179	1/31/2014 LIQUID 36000 / 48000 / 60000
HA478*1	HA478A	A870	1/31/2014 LIQUID 12000 / 16000 / 20000
HA477*1	HA477A	E003	1/30/2014 LIQUID 13200 / 17600 / 22000
HA476*1	HA476A	B989	1/29/2014 LIQUID 25000 / 28000 / 33333 / 37333 / 41667 / 46667
HA475*1	HA475A	E192	1/29/2014 LIQUID 20000 / 26667
HA474*1	HA474A	A679	1/21/2014 LIQUID 15000 / 20000 / 25000
HA473*1	HA473A	A679	1/21/2014 LIQUID 15000 / 20000 / 25000
HA472*1	HA472A	E192	1/17/2014 LIQUID 20000 / 26667
HA471*1	HA471A	A679	1/13/2014 LIQUID 15000 / 20000 / 25000
HA470*1	HA470A	E127	12/31/2013 LIQUID 7500 / 8400 / 9375 / 10500
HA469*2	HA469B	C445	12/23/2013 LIQUID 50000 / 66667
HA469*1	HA469A	C445	12/23/2013 LIQUID 50000 / 66667
HA468*1	HA468A	A679	12/19/2013 LIQUID 15000 / 20000 / 25000
HA467*1	HA467A	A679	12/19/2013 LIQUID 15000 / 20000 / 25000
HA466*1	HA466A	E139	12/17/2013 LIQUID 15000 / 20000 / 25000
HA465*1	HA465A	A896	12/13/2013 LIQUID 46000/51520/61180/68520
HA464*1	HA464A	E003	12/12/2013 LIQUID 30000 / 40000 / 50000
HA463*1	HA463A	E003	12/12/2013 LIQUID 10800/15000/18000
HA462*1	HA462A	E003	12/12/2013 LIQUID 13200 / 17600 / 22000
HA461*1	HA461A	E003	12/12/2013 LIQUID 13200 / 17600 / 22000
HA460*2	HA460B	E099	12/9/2013 LIQUID 7500 / 8400 / 9375 / 10500
HA460*1	HA460A	E099	12/9/2013 LIQUID 7500 / 8400 / 9375 / 10500
HA459*1	HA459A	E099	12/9/2013 LIQUID 7500 / 8400 / 9375 / 10500
HA458*1	HA458A	E099	12/9/2013 LIQUID 12000/13000/16000/18000/20000/22000
HA457*1	HA457A	E099	12/9/2013 LIQUID 25000/28000/33333/37240/42000/47000
HA456*2	HA456B	E099	12/9/2013 LIQUID 25000/28000/33333/37240/42000/47000
HA456*1	HA456A	E099	12/9/2013 LIQUID 25000/28000/33333/37240/42000/47000
HA455*3	HA455C	C781	12/5/2013 LIQUID 15000/16800/20000/22400/25000/28000
HA455*2	HA455B	C781	12/5/2013 LIQUID 15000/16800/20000/22400/25000/28000
HA455*1	HA455A	C781	12/5/2013 LIQUID 15000/16800/20000/22400/25000/28000
HA454*1	HA454A	C781	12/5/2013 LIQUID 15000/16800/20000/22400/25000/28000
HA453*1	HA453A	D225	11/22/2013 LIQUID 40000/50000/60000
HA452*3	HA452C	9155	11/22/2013 LIQUID 22500 / 30000 / 37500
HA452*2	HA452B	9155	11/22/2013 LIQUID 22500 / 30000 / 37500
HA452*1	HA452A	9155	11/22/2013 LIQUID 22500 / 30000 / 37500

HA451*1	HA451A	E070	11/23/2013 LIQUID 20000/22400/26667/29866/33333/37333
HA450*1	HA450A	E150	11/19/2013 LIQUID 10000 / 11200 / 12500 / 14000
HA449*1	HA449A	B582	11/13/2013 LIQUID 37500 / 42000 / 50000 / 56000 / 62500 / 70000
HA448*1	HA448A	5054	11/12/2013 LIQUID 16667/18667/22222/24889
HA447*1	HA447A	6149	11/4/2013 LIQUID 15000/16600/20000/22400/25000/28000
HA446*1	HA446A	E127	10/25/2013 LIQUID 7500/8400/9375/10500
HA445*1	HA445A	A757	10/25/2013 LIQUID 12000/13440/16000/17920/20000/22400
HA444*4	HA444D	E072	10/25/2013 LIQUID 12000/13440
HA444*3	HA444C	E072	10/25/2013 LIQUID 12000/13440
HA444*2	HA444B	E072	10/25/2013 LIQUID 12000/13440
HA444*1	HA444A	E072	10/25/2013 LIQUID 12000/13440
HA443*1	HA443A	8811	10/18/2013 LIQUID 15000 / 16800 / 19950 / 22344 / 24938 / 27930
HA442*1	HA442A	D906	10/14/2013 LIQUID 20000/25000/30000
HA441*1	HA441A	4878	10/8/2013 LIQUID 10000 / 11200 / 12500 / 14000
HA440*1	HA440A	E111	10/4/2013 LIQUID 20000/22400/26667/29867
HA439*2	HA439B	B139	9/26/2013 LIQUID 5000 / 5600 / 6250 / 7000
HA439*1	HA439A	B139	9/26/2013 LIQUID 5000 / 5600 / 6250 / 7000
HA438*1	HA438A	4022	9/26/2013 LIQUID 10000 / 11200 / 12500 / 14000
HA437*1	HA437A	A361	9/18/2013 LIQUID 10000 / 11200 / 12500 / 14000
HA436*1	HA436A	E073	8/30/2013 LIQUID 15000/16800/20000/22400/25000/28000
HA435*1	HA435A	A972	8/30/2013 LIQUID 15000 / 20000 / 25000
HA434*1	HA434A	B279	8/28/2013 LIQUID 45000/50400/60000/67200/75000/84000
HA433*1	HA433A	7465	8/20/2013 LIQUID 10000/11200/12500/14000
HA432*1	HA432A	D742	8/13/2013 LIQUID 18000 / 24000 / 30000
HA431*1	HA431A	A870	8/2/2013 LIQUID 12000/16000/20000
HA430*1	HA430A	7020	7/30/2013 LIQUID 30000 / 40000
HA429*1	HA429A	A896	7/29/2013 LIQUID 55000/61600/73150/81928
HA428*1	HA428A	D742	7/29/2013 LIQUID 18000 / 24000 / 30000
HA427*1	HA427A	D742	7/29/2013 LIQUID 18000 / 24000 / 30000
HA426*1	HA426A	E070	7/25/2013 LIQUID 12000/13440/16000/17920/20000/22400
HA425*2	HA425B	7977	7/17/2013 LIQUID 15000/16800/20000/22400/25000/28000
HA425*1	HA425A	7977	7/17/2013 LIQUID 15000/16800/20000/22400/25000/28000
HA424*3	HA424C	5020	6/28/2013 LIQUID 12000 / 13440 / 16000 / 17920 / 20000 / 22400
HA424*2	HA424B	5020	6/28/2013 LIQUID 15000 / 16800 / 20000 / 22400 / 25000 / 28000
HA424*1	HA424A	5020	6/28/2013 LIQUID 15000 / 16800 / 20000 / 22400 / 25000 / 28000
HA423*1	HA423A	E016	6/28/2013 LIQUID 10000/11200/12500/14900
HA422*1	HA422A	B989	6/28/2013 LIQUID 12000 / 13440 / 16000 / 17920 / 20000 / 22400
HA421*1	HA421A	B780	6/19/2013 LIQUID 15000 / 20000 / 25000
HA419*1	HA419A	B780	6/19/2013 LIQUID 10000 / 12500
HA418*1	HA418A	C017	6/18/2013 LIQUID 10000/11200/12500/14000
HA417*1	HA417A	C017	6/18/2013 LIQUID 10000/11200/12500/14000
HA416*1	HA416A	C017	6/18/2013 LIQUID 10000/11200/12500/14000
HA415*2	HA415B	E033	5/24/2013 LIQUID 20000 / 22400 / 26600 / 29792 / 33250 / 37240
HA415*1	HA415A	E033	5/24/2013 LIQUID 20000 / 22400 / 26600 / 29792 / 33250 / 37240
HA414*1	HA414A	B537	5/24/2013 LIQUID 7500/8400/9375/10500
HA413*1	HA413A	A679	5/23/2013 LIQUID 15000 / 20000 / 25000
HA412*1	HA412A	A679	5/23/2013 LIQUID 15000 / 20000 / 25000
HA411*2	HA411B	C780	5/21/2013 LIQUID 37500 / 50000
HA411*1	HA411A	C780	5/21/2013 LIQUID 37500 / 50000
HA410*1	HA410A	B870	5/7/2013 LIQUID 15000 / 20000
HA409*1	HA409A	D933	4/26/2013 LIQUID 10000/12500/16000
HA408*1	HA408A	A679	4/25/2013 LIQUID 15000 / 20000 / 25000

HA407*2	HA407B	D928	3/28/2013 LIQUID 15000/20000/25000
HA407*1	HA407A	D928	3/28/2013 LIQUID 15000/20000/25000
HA406*1	HA406A	D928	3/28/2013 LIQUID 15000 / 20000 / 25000
HA405*1	HA405A	B127	3/28/2013 LIQUID 7500 / 8400 / 9375 / 10500
HA404*1	HA404A	B127	3/27/2013 LIQUID 25000/28000/33333/37240/42000/47000
HA403*1	HA403A	B127	3/27/2013 LIQUID 7500 / 8400 / 9375 / 10500
HA402*1	HA402A	B780	3/21/2013 LIQUID 15000/20000/25000
HA401*1	HA401A	B780	3/21/2013 LIQUID 15000/20000/25000
HA400*2	HA400B	A279	3/20/2013 LIQUID 10000/11200/12500/14000
HA400*1	HA400A	A279	3/20/2013 LIQUID 10000/11200/12500/14000
HA399*1	HA399A	D671	3/20/2013 LIQUID 10000/11200/12500/14000
HA398*1	HA398A	9475	3/28/2013 LIQUID 12000/13440/16000/17920/20000/22400
HA397*1	HA397A	D943	3/28/2013 LIQUID 17000 / 22000
HA396*1	HA396A	B822	3/15/2013 Liquid 22000/ 24640/ 29333/ 32853
HA395*1	HA395A	D930	3/13/2013 LIQUID 7500 / 10000 / 12500
HA394*1	HA394A	B719	3/12/2013 LIQUID 15000/20000/25000
HA393*1	HA393A	D726	2/22/2013 LIQUID 45000/50400/60000/67200/75000/84000
HA392*1	HA392A	D603	3/1/2013 LIQUID 10000 / 11200 / 12500 / 14000
HA391*1	HA391A	A679	2/11/2013 LIQUID 15000 / 20000 / 25000
HA390*1	HA390A	A679	2/11/2013 LIQUID 15000 / 20000 / 25000
HA389*1	HA389A	D396	2/11/2013 LIQUID 12000/13440/16000/17920/20000/22400
HA388*1	HA388A	D881	2/5/2013 LIQUID 13500 / 14560 / 16875 / 18200
HA387*4	HA387D	B989	2/5/2013 LIQUID 12000 / 16000
HA387*3	HA387C	B989	2/5/2013 LIQUID 12000 / 16000
HA387*2	HA387B	B989	2/5/2013 LIQUID 12000 / 16000
HA387*1	HA387A	B989	2/5/2013 LIQUID 12000 / 16000
HA386*4	HA386D	B989	2/5/2013 LIQUID 12000 / 13440 / 16000 / 17920 / 20000 / 22500
HA386*3	HA386C	B989	2/5/2013 LIQUID 12000 / 13440 / 16000 / 17920 / 20000 / 22500
HA386*2	HA386B	B989	2/5/2013 LIQUID 12000 / 13440 / 16000 / 17920 / 20000 / 22500
HA386*1	HA386A	B989	2/5/2013 LIQUID 12000 / 13440 / 16000 / 17920 / 20000 / 22500
HA385*1	HA385A	A679	1/25/2013 LIQUID 15000 / 20000 / 25000
HA384*1	HA384A	A679	1/18/2013 LIQUID 15000 / 20000 / 25000
HA383*1	HA383A	A679	1/18/2013 LIQUID 15000 / 20000 / 25000
HA382*1	HA382A	B719	1/5/2013 LIQUID 15000/20000/25000
HA381*2	HA381B	C690	12/28/2012 LIQUID 12000/13440/16000/17920
HA381*1	HA381A	C690	12/28/2012 LIQUID 12000/13440/16000/17920
HA380*1	HA380A	D872	12/27/2012 LIQUID 25000/28000/33333/37333/41666/46666
HA379*1	HA379A	C297	12/22/2012 LIQUID 10000 / 11200 / 12500 / 14000
HA378*1	HA378A	4400	12/22/2012 LIQUID 40000/44800/53333/59733/66667/74667
HA377*1	HA377A	A679	12/22/2012 LIQUID 15000 / 20000 / 25000
HA376*1	HA376A	A679	12/22/2012 LIQUID 15000 / 20000 / 25000
HA375*1	HA375A	A679	12/21/2012 LIQUID 15000 / 20000 / 25000
HA374*1	HA374A	4131	12/21/2012 LIQUID 9000 / 12000 / 15000
HA373*1	HA373A	D892	12/21/2012 LIQUID 12000/13440/16000/17920/20000/22400
HA372*1	HA372A	D853	12/18/2012 LIQUID 12000 / 16000 / 20000
HA371*2	HA371B	D790	12/10/2012 LIQUID 10000
HA371*1	HA371A	D790	12/10/2012 LIQUID 10000
HA370*2	HA370B	D790	12/7/2012 LIQUID 10000
HA370*1	HA370A	D790	12/7/2012 LIQUID 10000
HA369*1	HA369A	D851	11/21/2012 LIQUID 12000/13400/16000/17920/20000/22400
HA368*1	HA368A	D548	11/18/2012 LIQUID 20000/26667/33333
HA367*2	HA367B	8518	10/26/2012 LIQUID 1000 / 1120

HA367*1	HA367A	8518	10/26/2012 LIQUID 1000 / 1120
HA366*2	HA366B	B139	10/23/2012 LIQUID 10000/11200/12500/14000
HA366*1	HA366A	B139	10/23/2012 LIQUID 7500/8400/9375/10500
HA365*2	HA365B	D035	9/28/2012 LIQUID 21000/28000/35000
HA365*1	HA365A	D035	9/28/2012 LIQUID 21000/28000/35000
HA364*2	HA364B	D804	9/28/2012 LIQUID 36000/48000/60000
HA364*1	HA364A	D804	9/28/2012 LIQUID 36000/48000/60000
HA363*1	HA363A	D807	9/28/2012 LIQUID 15000/20000/25000/28000
HA362*1	HA362A	D443	9/20/2012 LIQUID 15000/16800/20000/22400/25000/28000
HA361*2	HA361B	4219	8/31/2012 LIQUID 27000/36000/45000
HA361*1	HA361A	4219	8/31/2012 LIQUID 27000/36000/45000
HA360*1	HA360A	C922	8/31/2012 LIQUID 37000/41400/49333/55253
HA359*2	HA359B	B780	9/1/2012 LIQUID 15000/20000/25000
HA359*1	HA359A	B780	9/1/2012 LIQUID 15000/20000/25000
HA358*1	HA358A	C161	8/29/2012 LIQUID 30000/33600/40000/44800/50000/56000
HA357*2	HA357B	A735	8/4/2012 LIQUID 36000/40320/48000/53760/60000/67200
HA357*1	HA357A	A735	8/4/2012 LIQUID 36000/40320/48000/53760/60000/67200
HA356*1	HA356A	D766	7/30/2012 LIQUID 7500/8400/9375/10500
HA355*1	HA355A	6021	7/28/2012 LIQUID 60000/67200/80000/89600/100000/112000
HA354*2	HA354B	6021	7/28/2012 LIQUID 60000/67200/80000/89600/100000/112000
HA354*1	HA354A	6021	7/28/2012 LIQUID 60000/67200/80000/89600/100000/112000
HA353*1	HA353A	6021	7/27/2012 LIQUID 60000/67200/80000/89600/100000/112000
HA352*1	HA352A	6021	7/28/2012 LIQUID 25000/28000/33333/37333/41667/46667
HA351*1	HA351A	D726	7/27/2012 LIQUID 12000/13440/16000/17920/20000/22400
HA350*4	HA350D	4364	7/21/2012 LIQUID 10000/11200/12500/14000
HA350*3	HA350C	4364	7/21/2012 LIQUID 10000/11200/12500/14000
HA350*2	HA350B	4364	7/21/2012 LIQUID 10000/11200/12500/14000
HA350*1	HA350A	4364	7/21/2012 LIQUID 10000/11200/12500/14000
HA349*2	HA349B	C414	6/29/2012 LIQUID 10000/11200/12500/14000
HA349*1	HA349A	C414	6/29/2012 LIQUID 10000/11200/12500/14000
HA348*1	HA348A	C884	6/29/2012 LIQUID 15000/16800/20000/22400/25000/28000
HA346*1	HA346	D094	6/22/2012 LIQUID 27000/36000
HA345*1	HA345A	A757	6/21/2012 LIQUID 10000/11200/12500/14000
HA344*1	HA344A	B780	6/21/2012 LIQUID 10000/12500
HA343*1	HA343A	D677	6/21/2012 LIQUID 15000/16800/20000/22400/25000/28000
HA342*1	HA342A	C017	6/14/2012 LIQUID 10000/11200/12500/14000
HA341*1	HA341A	C017	6/14/2012 LIQUID 10000/11200/12500/14000
HA340*1	HA340A	C017	6/14/2012 LIQUID 10000/11200/12500/14000
HA339*1	HA339A	C017	6/14/2012 LIQUID 10000/11200/12500/14000
HA338*1	HA338A	C017	6/14/2012 LIQUID 10000/11200/12500/14000
HA337*1	HA337A	C017	6/14/2012 LIQUID 10000/11200/12500/14000
HA336*3	HA336C	C490	6/12/2012 LIQUID 37500/50000/62500
HA336*2	HA336B	C490	6/12/2012 LIQUID 37500/50000/62500
HA336*1	HA336A	C490	6/12/2012 LIQUID 37500/50000/62500
HA335*1	HA335A	A757	6/12/2012 LIQUID 10000/11200/12500/14000
HA334*2	HA334B	D724	6/11/2012 LIQUID 10000/11200/12500/14000
HA334*1	HA334A	D724	6/11/2012 LIQUID 10000/11200/12500/14000
HA333*1	HA333A	A822	6/11/2012 LIQUID 13440/17920/22400
HA332*2	HA332B	C161	6/11/2012 LIQUID 24000/26880/32000/35840/40000/44800
HA332*1	HA332A	C161	6/11/2012 LIQUID 24000/26880/32000/35840/40000/44800
HA331*1	HA331A	B719	6/4/2012 LIQUID 15000/20000/25000
HA330*1	HA330A	8913	5/25/2012 LIQUID 36000/48000/60000

HA329*2	HA329B	4653	5/24/2012 LIQUID 20000/22400/26667/29867/33333/37333
HA329*1	HA329A	4653	5/24/2012 LIQUID 10500
HA328*1	HA328A	A570	5/23/2012 LIQUID 22500 / 30000 / 37500
HA327*1	HA327A	4074	5/17/2012 LIQUID 12000/13440/16000/17920/20000/22400
HA326*1	HA326A	8602	5/16/2012 LIQUID 33000/44000/55000
HA325*1	HA325A	D093	4/27/2012 LIQUID 25000/33333/41667
HA324*1	HA324A	7894	4/27/2012 LIQUID 25000/33333/41667
HA323*1	HA323A	B998	4/27/2012 LIQUID 15000/16800/20000/22400/25000/28000
HA322*2	HA322B	B784	4/28/2012 LIQUID 20000/26667/33334
HA322*1	HA322A	B784	4/28/2012 LIQUID 20000/26667/33334
HA321*1	HA321A	A971	4/27/2012 LIQUID 20000/26667/33333
HA320*1	HA320A	C153	4/27/2012 LIQUID 12000/16000/20000
HA319*1	HA319A	9246	4/13/2012 LIQUID 15000/16800/20000/22400/25000/28000
HA318*1	HA318A	C410	3/30/2012 LIQUID 12000/13440/16000/17920/20000/22400
HA317*1	HA317A	6085	3/30/2012 LIQUID 15000/16800/20000/22400/25000/28000
HA316*1	HA316A	B905	3/29/2012 LIQUID 10000/13300
HA315*2	HA315B	B780	3/30/2012 LIQUID 10000/12500
HA315*1	HA315A	B780	3/30/2012 LIQUID 10000/12500
HA314*1	HA314A	B780	3/30/2012 LIQUID 15000/20000/25000
HA313*1	HA313A	A679	3/28/2012 LIQUID 15000/20000/25000
HA312*1	HA312A	A523	3/23/2012 LIQUID 15000/16800/20000/22400/25000/28000
HA311*1	HA311A	5082	3/21/2012 LIQUID 15000/16800/20000/22400/25000/28000
HA310*1	HA310A	C655	3/9/2012 LIQUID 33000/44000/55000
HA309*1	HA309A	8518	3/7/2012 LIQUID 22000/29333
HA308*1	HA308A	A673	2/24/2012 LIQUID 25000/28000/33333/37333/41667/46667
HA307*1	HA307A	A679	2/22/2012 LIQUID 15000/20000/25000
HA306*1	HA306A	B870	2/17/2012 LIQUID 15000/16800/20000/22400/25000/28000
HA305*1	HA305A	A679	2/15/2012 LIQUID 15000/20000/25000
HA304*2	HA304B	1014	2/15/2012 LIQUID 30000/33600/39900/44688
HA304*1	HA304A	1014	2/15/2012 LIQUID 30000/33600/39900/44688
HA303*1	HA303A	A679	2/9/2012 LIQUID 15000/20000/25000
HA302*2	HA302B	D597	1/17/2012 LIQUID 20000/22400/26667/29867
HA302*1	HA302A	D597	1/17/2012 LIQUID 20000/22400/26667/29867
HA301*1	HA301A	A679	1/11/2012 LIQUID 15000/20000/25000



CERTIFICATE OF LIABILITY INSURANCE

VIRGTRA-01

BRITTONMA

DATE (MM/DD/YYYY)

10/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Certificate Center	
	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378	
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Virginia Transformer Corp. 220 Glade View Drive Roanoke, VA 24012	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Charter Oak Fire Insurance Company	25615
	INSURER B: Travelers Indemnity Company of CT	25682
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: Travelers Casualty Company of CT	36170
	INSURER E: AIG Specialty Insurance Company	26883
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y-630-5673C661-COF-15	09/30/2015	09/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		Y-840-49392406-TCT-15	09/30/2015	09/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		YSM-CUP-7874C478-TIL-15	09/30/2015	09/30/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	YT-UB-2A31629-2-15	06/18/2015	06/18/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Env. Pollution		PLC 1958988	09/30/2014	09/30/2017	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Virginia Transformer Corp. 220 Glade View Drive Roanoke, VA 24012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<p>POLICY TYPE: Environmental Pollution Policy</p> <p>CARRIER: AIG Specialty Insurance Company</p> <p>POLICY TERM: 9/30/2014-9/30/2017</p> <p>POLICY NUMBER: PLC 1958988</p>	<p>\$5,000,000 Per Incident</p> <p>\$5,000,000 Aggregate</p> <p>\$25,000 Deductible</p>

Exhibit “C”

**SECTION 00 41 63
BID FORM**

PROCUREMENT CONTRACT NO. 311251-P2

**69 kV POWER CIRCUIT BREAKERS
ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted by: Siemens Industry Inc.

This Bid is submitted to:
City of Banning, ATTN: CITY CLERK
Electric Utility Department, 99 E. Ramsey Street
Banning, CA 92220

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Buyer in the form included in the Bidding Documents to furnish Goods as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.
- 2.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to furnish the Goods in accordance with the schedule set forth in the Agreement.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.

Date

_____	_____
_____	_____
_____	_____

BASED ON: EJCDC P-400 Suggested Bid Form for Procurement Contracts
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- B. If specified, or if in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods, Bidder has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of Goods.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and the furnishing of Goods.
- D. Bidder has carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Point of Destination with the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods for which this Bid is submitted.

ARTICLE 4 - BASIS OF BID

- 4.01 Bidder will furnish the Goods in accordance with the Contract Documents for the following price(s) including all duties and taxes but excluding Sales Tax.

Furnish three 69 kV power circuit breakers, as specified.	
LUMP SUM BID PRICE One hundred thirty-one thousand two hundred fifty and 00/100 (Use words)	\$ 131,250.00 (Use figures)

4.02 Price Modifications

Adjustments to the Contract Price will be at the unit prices quoted below including all duties and taxes but excluding Sales Tax.

DESCRIPTION	UNIT	UNIT PRICE
Additional Special Services of a Service Engineer including living expenses.	Per Diem	\$ 2,000
Additional transportation, travel time, and out-of-pocket expenses for a Service Engineer at the site.	Per round trip	\$ 2,000

BASED ON: EJCDC P-400 Suggested Bid Form for Procurement Contracts
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Extended warranty period beyond the standard warranty period up to a total of 5 years	N/A* Years	
---	------------	--

* 5 year warranty included in proposal price.

4.03 Proposal Information: 69 kV Power Circuit Breaker

1. Name of manufacturer: Siemens
2. Method of shipment: OTR Truck
3. Weight: 4,000 lb.
4. Location of nearest field engineering support services: Richland, MS
5. Location of manufacturing facility: Richland, MS
6. Circuit Breaker type and number: SPS2-72.5-40-1200-3PST
7. Maximum number of operations at maximum rated short circuit current before maintenance is required: 55 at 20kA
8. Recommended maintenance required and recommended maintenance intervals: 12 years visual inspect and test, 25 years major inspection.
9. Dimensions:
 - a. Length overall
 - 1) Mechanism doors closed 70.6 Inches
 - 2) Mechanism doors open 99.8 Inches
 - b. Width overall
 - 1) Mechanism doors closed 66.0 Inches
 - 2) Mechanism doors open 124.0 Inches
 - 3) Center-to-center between phases 37.4 Inches
 - c. Height overall
 - 1) To top of tallest bushing 140.0 Inches
 - 2) Bushing removal height 12.0 Inches

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10. Circuit Breaker weights:

- a. Net weight of Breaker 4,000 Pounds
- b. Shipping weight of Breaker,
less bushings and loose parts Note 1 Pounds

11. List spare parts, with net prices shown F.O.B. site, recommended by manufacturer.

Y-relay : \$250 Porcelain Bushing: \$900

Charging Motor : \$800 Trip Coil \$250.00

Closing Coil: \$250

ARTICLE 5 – TIME OF COMPLETION

- 5.01. Bidder agrees that the furnishing of Goods will conform to the schedule set forth in Article 5 of the Agreement. If the delivery time is less than that set forth in the Agreement, the proposed delivery time is:

Goods: N/A

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are attached to and made a condition of this Bid:

1. Section 004393 Bid Submittal Checklist
2. Section 004505 Exceptions and Deviations
3. Section 004510 Data and Information Forming Part of the Bid
4. Section 004513 Bidder's Qualifications
5. Section 004519 Non Collusion Affidavit
6. The Bidder shall furnish with its Proposal an outline drawing, which shall be complete and include spacings, manufacturer names, and dimensions. The outline drawing shall be submitted for the Buyer's analysis of bids only and shall not become part of the bound Contract Documents.

ARTICLE 7 – DEFINED TERMS

The terms used in this Bid have the meanings indicated in the General Conditions and the Supplementary Conditions. The significance of terms with initial capital letters is described in the General Conditions.

Note 1: Circuit breaker ships fully assembled, only the extension legs need to be connected to the unit in the field.

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Client No. 004159/Project No. 311251-P2
Issue Date: March 10, 2016

00 41 63-4

BID FORM

ARTICLE 8 - BID SUBMITTAL

8.01 This Bid submitted by:

A Corporation

Corporation Name: Siemens Industry Inc.
State of Incorporation: Delaware
Type (General Business, Professional, Service, Limited Liability): General Business
By: Joel Mathewson
(Signature -- attach evidence of authority to sign)
Name (typed or printed): Joel Mathewson
Title: Marketing Manager
(CORPORATE SEAL)
Attest N/A see attached signature authority letter.
(Signature of Corporate Secretary)

An Individual

Name (typed or printed): _____
By: _____
(Individual's signature)
Doing business as: _____
Business address: _____
Phone: _____ Email: _____

A Partnership

Partnership Name: _____
By: _____
(Signature of general partner -- attach evidence of authority to sign)
Name (typed or printed): _____
Business address: _____
Phone: _____ Email: _____
Business address: _____
Phone: _____ Email: _____
Date of Qualification to do business is _____

NAME, PHONE, EMAIL, AND MAILING ADDRESS FOR RECEIPT OF OFFICIAL COMMUNICATIONS:

CHRIS GROSSIE # (601) 932-9863, Chris.grossie@Siemens.com
444 Highway 49 South, Richland, MS 39218

END OF SECTION

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Client No. 004159/Project No. 311251-P2
Issue Date: March 10, 2016

00 41 63-5

BID FORM

**SECTION 00 43 93
BID SUBMITTAL CHECKLIST**

PROCUREMENT CONTRACT NO. 311251-P2

**69 kV POWER CIRCUIT BREAKERS
ALOOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

**BIDDER CONFIRMS THAT THE FOLLOWING DOCUMENTS ARE FULLY
COMPLETED, INCLUDED IN AND MADE A PART OF ITS BID.**

Section 00 41 63 – Bid Form

Evidence of ability to meet insurance requirements of the General Conditions

Section 00 45 05 – Proposed Exceptions And Deviations

Section 00 45 10 – Data and Information Forming Part of the Bid

Section 00 45 13 – Bidder's Qualifications

Section 00 45 19 – Non-Collusion Affidavit

Identify any Attachments below submitted by Bidder that are to be made part of its Bid (list items below or indicate "None")

The Bidder shall furnish with its Proposal an outline drawing, which shall be complete and include spacings, manufacturer names, and dimensions. The outline drawing shall be submitted for the Buyer's analysis of bids only and shall not become part of the bound Contract Documents

The original and one complete copy marked "Duplicate" of the above have been submitted to the Buyer in accordance with the Instructions to Bidders, Section 00 21 13.

Confirmed by Bidder



END OF SECTION

**SECTION 00 45 05
PROPOSED EXCEPTIONS OR DEVIATIONS**

PROCUREMENT CONTRACT NO. 311251-P2

**69 kV POWER CIRCUIT BREAKERS
ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

PROPOSED EXCEPTIONS AND DEVIATIONS MAY ONLY BE SUBMITTED ON THIS FORM AND MAY BE ACCEPTED OR REJECTED UNILATERALLY BY BUYER, IN ITS SOLE DISCRETION.

Each exception and deviation proposed (excluding Priced Options specified in the Bid Form) must be summarized and additively or deductively priced below with specific details attached in accordance with the instructions below. The summary must include a reference to the Section(s) of the Bidding Documents affected by the proposed exception. Bids that do not comply with these requirements for the presentation of exceptions may be considered non responsive and may be rejected at the discretion of the Buyer.

SUMMARY

Description	Price Adjustment Amount (Indicate deductions in parentheses)
(Article 5.02) Shop drawings can be provided 60 days after receipt of order.	N/A
(Article 5.04) Liquidated damages not to exceed 5 percent of total contract price.	N/A
(Article 8.01.A.2) Customer factory acceptance testing not included in proposed price.	\$5,500

Description	Price Adjustment Amount (Indicate deductions in parentheses)

Presentation of Specific Details of Exceptions and Deviations

1. Describe specific details of exceptions and deviations by referencing the applicable page number, section number, and section title from the Bidding Documents. Include this information directly in “Description” column of table above and/or include a separate attachment referencing it in the Description” column.
2. Present proposed deletions by setting off in brackets, thus: [delete this language], and present proposed substitute or new language by underlining, thus: substitute this language.
3. Exceptions which are general, which make reference to Seller’s standard terms and conditions, or which make reference to Seller’s descriptive information as a whole are not acceptable.
4. Each exception or deviation is to be separately priced. Zero may be used.

END OF SECTION

**SECTION 00 45 10
DATA AND INFORMATION FORMING PART OF THE BID**

PROCUREMENT CONTRACT NO. 311251-P2

**69 kV POWER CIRCUIT BREAKERS
ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

- A. Submit certifications or evidence of ability to meet bonding and insurance requirements of the General and Supplementary Conditions.
- B. The following manufacturers are proposed to be employed to furnish components of the Goods:

Name	Address	Type of Components	Percent of Total Cost of Goods
Siemens Industry Inc.	444 Hwy 49 South Richland, MS 39218	Complete SPS2 model breaker assembly	100%

RECOMMENDED SPARE PARTS

Submit a list recommended spare parts in addition to those included the Bid Pricing which may be purchased at Buyer's option. Additional recommended spare part prices shall be listed, priced F.O.B. Points of Destination including all duties and taxes but excluding Sales Tax.

END OF SECTION

**SECTION 00 45 13
BIDDER'S QUALIFICATIONS**

PROCUREMENT CONTRACT NO. 311251-P2

**69 kV POWER CIRCUIT BREAKERS
ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

THE FOLLOWING STATEMENTS OF EXPERIENCE AND GENERAL QUALIFICATIONS OF BIDDER ARE SUBMITTED AS PART OF THE BID AND BIDDER REPRESENTS AND GUARANTEES THE TRUTHFULNESS AND ACCURACY THEREOF.

- A. Bidder has been in business continuously from the year 1973 (At Richland, MS facility)
- B. Bidder has had experience in manufacturing equipment comparable to that required by the Contract Documents as a prime manufacturer for 43 years, as a component manufacturer for 43 years, or as an equipment supplier for 43 years.
- C. Following is a list of the equipment Bidder has manufactured or supplied which is similar in character and in magnitude to that required by the Contract Documents:

Year	Name	Location	Contract Amount
	See attached list. Siemens has over 10,000 installed 69kV units on this platform		

D. Field Services Personnel

Bidder shall submit

1. evidence that Bidder maintains and has readily available trained field service personnel who are thoroughly familiar, in detail, with all of the Goods to be furnished and capable of directing any major or minor repair work which may be required on the Goods;
2. locations of trained field service personnel and suitable shop facilities nearest the Project site, capable of repair or replacement of any part of the equipment to be furnished; and
3. evidence that the proposed field service personnel and shop facilities have had experience in the repair of comparable equipment over a period of time to ensure the dependability of the work if the field service personnel or shop facilities are not owned by Bidder or the original manufacturer and are to be maintained by contract.

END OF SECTION

**SECTION 00 45 19
NON-COLLUSION AFFIDAVIT**

I, CHRIS GROSSIE, being duly sworn depose and under the penalty of perjury say that the following is true:

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.
3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on this Project, and will not be so disclosed either directly or indirectly prior to Bid opening.
4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.
5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.
6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.
7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on this Project.
8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Attest:

Sworn to me this 1st day of

April, 2016

SIEMENS
Company Name

Chris Grossie Application Engineer
Signature and Company Position

APPLICATION ENGINEER
Type Name Company Position

Date: 4/1/2016

By:



Partial Users List

By Rating 2006 – present

Ratings in Field¹

SPS2 72kV 1200-3500A	10278
SPS2 145kV 1200-4000A	10572
SPS2 245kV 1200-4000A	1989
SPS2 362kV 4000-5000A	219
SPS2 550kV 4000-5000A	47
Total	23105

¹ Similar ratings are grouped together (for example, 145kV is used for 123kV requirements and 72kV is used for 38kV or 15kV requirements)

A & N ELECTRIC COOPERATIVE	ANGELES ELECTRIC CORPORATION
A C ELECTRIC CO INC	APPALACHIAN ELECTRIC COOPERATIVE
ABB INC	APPLIED HIGH VOLTAGE
ABENGOA T&D INC	APPLIED POWER SYSTEMS INC
ACCESS ELECTRIC SUPPLY INC	ARCELORMITTAL USA LLC
ADM CLINTON COGEN	ARCHER DANIELS MIDLAND CO
ADM POLYMER	ARIZONA ELECTRICAL APPARATUS INC
ADVANCED CONTROLS &	ARIZONA PUBLIC SERVICE COMPANY
AES CAYUGA LLC	ARKANSAS ELECTRIC COOPERATIVES INC
AES GREENIDGE LLC	ATLANTIC CITY ELECTRIC COMPANY
AES WESTOVER LLC	ATLANTIC MUNICIPAL UTILITIES INC
AGILE SOURCING PARTNERS INC	ATLAS ELECTRIC INC
AIR LIQUIDE LARGE INDUSTRIES	AUBREY SILVEY ENTERPRISES INC
AIR LIQUIDE PROCESS &	AUBURN ARMATURE INC
AIR PRODUCTS AND CHEMICALS INC	AVISTA CORP
ALABAMA POWER COMPANY	AWC INC
ALCAN PRIMARY PRODUCTS CORP	AXIALL LLC
ALEXANDRIA LIGHT & POWER	BAILEY COUNTY ELECTRIC
ALGONA MUNICIPAL UTILITIES	Balamban Enerzone Corporation
ALL FLORIDA ELECTRIC COMPANY INC	BANGOR HYDRO ELECTRIC COMPANY
ALLEGHENY ENERGY CORP	BASF CORP
ALLEGHENY RIDGE WIND FARM LLC	BASIN ELECTRIC POWER COOPERATIVE
ALLIANT ENERGY	BAYFRONT CONSULTING
AMEC FOSTER WHEELER KAMTECH INC	BEACON POWER CORP
AMERESCO INC	BEAUREGARD ELECTRIC COOPERATIVE INC
AMERICAN ELECTRIC POWER	BECHTEL POWER CORP
AMERICAN TRANSMISSION COMPANY LLC	BENSON GUAM ENTERPRISES INC
AMPIRICAL SOLUTIONS LLC	BERKELEY ELECTRIC COOPERATIVE INC
ANADARKO PETROLEUM CORP	BESSEMER ELECTRIC SERVCE INC
ANCHORAGE MUNICIPAL LIGHT AND POWER	BETA ENGINEERING CORP

BETA ENGINEERING LLC
 BIG RIVERS ELECTRIC CORP
 BILLOWS ELECTRIC SUPL COMPANY INC
 BLACK & VEATCH CONSTRUCTION INC
 BLACK HILLS COLORADO IPP LLC
 BLACK HILLS ENERGY INC
 BLACK HILLS POWER INC
 BLACK RIVER ELECTRIC COOPERATIVE
 BLAKELY AND ASSOCIATES
 BLUE RIDGE ELECTRIC MEMBERSHIP CORP
 BLUE RIDGE MOUNTAIN
 BLUEBONNET ELECTRIC COOPERATIVE INC
 BLUEFISH ENERGY CORP
 BORDER STATES INDUSTRIES INC
 BOWIE CASS ELECTRIC COOPERATIVE INC
 BP AMOCO CHEMICAL CO
 BP-HUSKY REFINING LLC
 BRAZOS ELECTRIC POWER
 BRAZOS ELECTRIC POWER COOPERATIVE
 BRIDGER VALLEY ELECTRIC
 BRIGHAM CITY CORP
 BRUNSWICK ELECTRIC MEMBERSHIP CORP
 BURNS & MCDONNELL CONSULTANTS INC
 BURNS & MCDONNELL ENGINEERING
 BUTTE ELECTRIC COOPERATIVE INC
 CACTUS ELECTRICAL SUPL
 CALENERGY COMPANY INC
 CALPINE CORP
 CAPRICORN RIDGE WIND LLC
 CARIBOU INC
 CARROLL COUNTY ELECTRIC DEPARTMENT
 CARROLL ELECTRIC COOPERATIVE
 CARROLL ELECTRIC COOPERATIVE CORP
 CEDAR BAYOU FRACTIONATORS LP
 CEDAR FALLS UTILITIES
 CENTERPOINT ENERGY
 CENTRAL ELECTRIC COOPERATIVE INC
 CENTRAL ELECTRIC MANUFACTURING CO
 CENTRAL ELECTRIC POWER
 CENTRAL IOWA POWER COOPERATIVE
 CENTRAL LINCOLN PEOPLES UTILITY
 CENTRAL MAINE POWER COMPANY
 CENTRAL NEBRASKA PUBLIC POWER &
 CENTRAL POWER ELECTRIC COOP. INC
 CENTRAL TEXAS ELECTRIC COOPERATIVE
 CENTRAL VALLEY ELECTRIC COOPERATIVE

CENTURY ALUMINUM SEBREE LLC
 CEPALCO ENERGY SERVICES
 Cepalco Energy Services And Trading
 CG POWER SOLUTIONS USA INC
 CH2M HILL ENGINEERS INC
 CHALMETTE REFINING LLC
 CHARTER MANUFACTURING COMPANY INC
 CHOPTANK ELECTRIC COOPERATIVE INC
 CIRCUIT BREAKER SALES & REPAIR INC
 CITY OF ALTAMONT
 CITY OF ARCADIA
 CITY OF ATHENS
 CITY OF AUSTIN
 CITY OF BOUNTIFUL
 CITY OF BOWLING GREEN
 CITY OF BRISTOL
 CITY OF BRYAN
 CITY OF CHANUTE
 CITY OF CHATTANOOGA
 CITY OF CHELSEA
 CITY OF CLARKSVILLE
 CITY OF CLEVELAND
 CITY OF COFFEYVILLE
 CITY OF COLUMBIA
 CITY OF DAYTON
 CITY OF DENTON
 CITY OF DOVER
 CITY OF EL DORADO SPRINGS
 CITY OF ELIZABETHTON ELECTRIC
 CITY OF ESCANABA
 CITY OF FAIRFIELD
 CITY OF FAYETTEVILLE
 CITY OF FOLEY
 CITY OF FRANKFORT
 CITY OF FREMONT
 CITY OF GUNTERSVILLE
 CITY OF HARLAN
 CITY OF HASTINGS
 CITY OF HOLLAND
 CITY OF HOLYOKE
 CITY OF HOPKINSVILLE
 CITY OF HUDSON
 CITY OF IDAHO FALLS
 CITY OF IDAHO FALLS **
 CITY OF IDAHO FALLS **
 CITY OF JOHNSON CITY

CITY OF JONESBORO
CITY OF KANSAS CITY
CITY OF KAUKAUNA
CITY OF LAFAYETTE
CITY OF LAMAR
CITY OF LEBANON
CITY OF LOGAN
CITY OF LUBBOCK
CITY OF MANASSAS
CITY OF MARQUETTE
CITY OF MEMPHIS
CITY OF MILFORD
CITY OF MURFREESBORO
CITY OF MURRAY
CITY OF NEW ALBANY
CITY OF NEW MADRID
CITY OF NEW RICHMOND
CITY OF NEWARK
CITY OF NILES
CITY OF NORWAY
CITY OF OAK RIDGE
CITY OF OCALA
CITY OF OWENSBORO
CITY OF PAGE
CITY OF PARIS
CITY OF PERU UTILITIES
CITY OF PIGGOTT
CITY OF RIVERSIDE
CITY OF ROCKY MOUNT
CITY OF RUSTON
CITY OF SAN ANTONIO
CITY OF SANTA CLARA
CITY OF SIKESTON
CITY OF SPRINGFIELD
CITY OF SPRINGVILLE
CITY OF ST GEORGE
CITY OF STILLWATER
CITY OF STURGEON BAY
CITY OF STURGIS
CITY OF SYLACAUGA
CITY OF TARRANT
CITY OF TELL CITY
CITY OF TUPELO
CITY OF UNION CITY
CITY OF WASHINGTON
CITY OF WEBSTER CITY

CITY OF ZEELAND
CITY PUBLIC SERVICE COMPANY
CITY UTILITIES CO
Clark Electric Distribution Corp.
CLATSKANIE PEOPLES
CLAY ELECTRIC COOPERATIVE INC
CLEARWATER POWER COMPANY
CLYDE G STEGALL INC
CMS ELECTRIC COOPERATIVE INC
CODALE ELECTRIC SUPPLY INC
CODALE ENERGY INC
CODALE ENERGY SERVICES & SUPL LLC
COLGATE PALMOLIVE COMPANY
COMMONWEALTH EDISON COMPANY
COMSUMERS ENERGY COMPANY
CONECTIV ENERGY
CONNECTICUT LIGHT AND POWER CO
CONNEXUS ENERGY
CONSOLIDATED EDISON COMPANY OF
CONSOLIDATED ELECTRICAL
CONSOLIDATION COAL CO
CONSTELLATION ENERGY GROUP INC
CONSULTING ENGINEERS GROUP
CONSULTING ENGINEERS GROUP INC
CONSUMERS ENERGY CO
CONSUMERS ENERGY COMPANY
COOPER POWER SYSTEMS LLC
COOPERATIVE ELECTRIC ENERGY
CORN BELT POWER COOPERATIVE
COUNTY OF KICKITAT
COVANTA ENERGY CORP
CRAWFORD ELECTRIC SUPL COMPANY INC
CRESCENT & SPRAGUE SUPL COMPANY INC
CREST INDUSTRIES LLC
CREST INDUSTRIES LLC (DISTRAN)
CRISP COUNTY POWER COMMISSION
CRUM ELECTRIC SUPL CO INC
CRUM ELECTRIC SUPPLY COMPANY INC
CRYSTAL LAKE WIND LLC
CULLMAN ELECTRIC COOPERATIVE
CULLMAN POWER BOARD
CUPERTINO ELECTRIC INC
CYRO TECHNOLOGIES INC
DAHLBERG LIGHT AND POWER CO
DASHIELL CORP
Davao Light & Power Co Inc

DEALERS ELECTRICAL SUPL COMPANY
 DEEP EAST TEXAS ELECTRIC
 DEEP EAST TEXAS ELECTRIC COOP INC
 DELAWARE ELECTRIC COOPERATIVE INC
 DELMARVA POWER & LIGHT CO
 DELMARVA POWER & LIGHT COMPANY
 DELTA STAR INC
 DICKSON ELECTRIC SYSTEMS
 DIS TRAN PACKAGED SUBSTATION
 DIS TRAN PACKAGED SUBSTATIONS LLC
 DIXIE E M C
 DIXIE ESCALANTE ELECTRIC ASSOC
 DIXIE ESCALANTE REA INC
 DOMINION ENERGY KEWAUNEE INC
 DOMINION VIRGINIA POWER COMPANY
 DOW CORNING CORP
 DRUMMOND LTD
 DUKE ENERGY
 DUKE ENERGY CAROLINAS
 DUKE ENERGY CAROLINAS LLC
 DUKE ENERGY INDIANA INC
 DUKE ENERGY KENTUCKY INC
 DUKE ENERGY OF OHIO INC
 DUKE ENERGY OHIO INC
 DUKE ENERGY RENEWABLES INC
 DUQUESNE LIGHT CO
 DUQUESNE LIGHT COMPANY
 DYERSBURG ELECTRIC SYSTEM
 E I DU PONT DE NEMOURS AND COMPANY
 E P C SERVICES
 E P C SERVICES CO
 E.ON CLIMATE & RENEWABLES
 EAST KENTUCKY POWER COOPERATIVE INC
 EAST MISSISSIPPI ELECTRIC POWER
 EAST PENN MANUFACTURING CO
 EAST RIVER ELECTRIC
 EAST TEXAS ELECTRIC COOPERATIVE INC
 EATON CORP
 EC SOURCE SERVICES LLC
 EDISON MISSION ENERGY
 EFACEC ENERGIA MAQ EQ
 EFACEC ENERGIA -MAQUINAS E
 EL PASO ELECTRIC COMPANY
 ELECTRIC POWER BOARD
 ELECTRIC TRANSMISSION TEXAS LLC
 ELECTRICAL & MECHANICAL

ELECTRICAL DESIGN TECHNOLOGY INC
 ELECTRICAL DISTRICT NUMBER 3
 ELECTRICAL TESTING SPECIALIST INC
 ELEKTRO POWER SUPPLIERS INC
 EMERA MAINE
 ENERGY DEVELOPMENTS INC
 ENERGY ERECTORS INC
 ENERGY PARTS SOLUTIONS LLC
 ENTERGY CORP
 EPC SERVICES COMPANY
 EQUISALES
 EQUISALES ASSOCIATES INC
 EVERGREEN COMMUNITY POWER
 EXELON BUSINESS SERVICES COMPANY
 EXXON MOBIL CORP
 FAIRFIELD ELECTRIC COOPERATIVE INC
 FARMERS ELECTRIC COOPERATIVE CORP
 FAYETTEVILLE PUBLIC UTILITIES
 FELDMAN BROTHERS ELECTRICAL
 First Philec Manufacturing
 FIRST ELECTRIC COOPERATIVE CORP
 FIRST ELECTRIC SUPL COMPANY LLC
 FIRSTENERGY CORP
 FLORIDA POWER & LIGHT CO
 FLORIDA POWER & LIGHT COMPANY
 FLUOR GLOBAL SERVICES
 FORMOSA UTILITY VENTURE LTD
 FOUR COUNTY ELECTRIC MEMBERSHIP
 FREEPORT MCMORAN MORENCI INC
 FREEPORT-MCMORAN SIERRITA INC
 FROMM ELECTRIC SUPL CORP OF
 G E ENERGY MANAGEMENT SERVICES
 G.MCNEILUS LLC
 GALLATIN STEEL COMPANY
 GAMESA ENERGY UNITED STATES LLC
 GATEWAY ENERGY & COKE CO LLC
 GEHRLICHER SOLAR AMERICA CORP
 GEMMA POWER SYSTEMS CALIFORNIA INC
 GENERAL ELECTRIC CO
 GENERAL ELECTRIC SUPPLY COMPANY
 GENERAL PACIFIC INC
 GENERAL SUPPLY & SERVICES INC
 GENON AMERICAS INC
 GENON NORTHEAST GENERATION INC
 Georgetown Electrical Systems
 GEORGIA GULF CHEMICALS & VINYLs LLC

GEORGIA POWER
 GEORGIA POWER COMPANY
 GEORGIA TRANSMISSION CORP
 GLENCOE LIGHT & POWER COMMISSION
 GLOBAL ENERGY SERVICES
 GLOBAL PROCUREMENT CORP
 GOLDEN SPREAD ELECTRIC COOPERATIVE
 GRAND RIVER DAM AUTHORITY
 GRAYBAR ELECTRIC COMPANY INC
 GREAT RIVER ENERGY
 GREAT SOUTHWESTERN CONSTRUCTION INC
 GREEN MOUNTAIN POWER CORP
 GREENEVILLE LIGHT & POWER SYSTEM
 GRIFFITH ELECTRIC SUPL COMPANY INC
 GUADALUPE VALLEY
 GUERNSEY-MUSKINGUM
 GULF POWER COMPANY
 HAMBY YOUNG POWER
 Hansei Corp.
 HAROLD K. SCHOLZ COMPANY
 HARRISONBURG UTILITIES COMMISSION
 HAWAII ELECTRIC LIGHT COMPANY INC
 HAWAIIAN ELECTRIC COMPANY INC
 HD SUPL UTILITIES GROUP INC
 HD SUPL UTILITIES LTD
 HD SUPPLY POWER SOLUTIONS LTD
 HDR CONSTRUCTORS INC
 HEBER LIGHT & POWER CO
 Hedcor Sibulan Inc
 HEMLOCK SEMICONDUCTORS LLC
 HERCULES CEMENT CO INC
 HICKMAN FULTON COUNTIES RECC
 HIGH PLAINS POWER INC
 HIGH TRAIL WIND FARM LLC
 HIGHLINE ELECTRIC ASSOCIATION
 HILL COUNTY ELECTRIC
 HILSCHER-CLARKE
 HMT INC
 HOLSTON ELECTRIC COOPERATIVE
 HOOSIER ENERGY RURAL ELECTRIC
 HORSE HOLLOW GENERATION TIE LLC
 HUMBOLDT UTILITIES
 HUNTSVILLE UTILITIES
 HURRICANE POWER CO
 IBERDROLA RENEWABLES INC
 Iljin Electric Co Ltd

IMPERIAL IRRIGATION DISTRICT
 IMPORTADORA M.G.S. S.A.
 INDUSTRIAL CONSTRUCTION CO INC
 INDUSTRIAL ELECTRIC MOTOR WORKS INC
 INERGY SERVICES
 INTERMOUNTAIN ELECTRONICS INC
 INTERNATIONAL ELECTRICAL SALES CORP
 INTERNATIONAL STEEL GROUP INC
 INTERSTATE ELECTRICAL
 INVERSIONES MURCIA S.A.
 ISOLUX INGENIERIA USA LLC
 JACKSON ENERGY AUTHORITY
 JACKSON PURCHASE ENERGY CORP
 JACKSON PURCHASE ENERGY CORP.
 Jamaica Public Service Co. Ltd.
 JASPER MUNICIPAL UTILITIES
 JBL ELECTRIC INC
 JO CARROLL ENERGY INC
 JOE WHEELER ELECTRIC
 JOE WHEELER ELECTRIC MEMBERSHIP
 JONES-ONSLow ELECTRIC MEMBERSHIP
 KAMO ELECTRIC COOPERATIVE INC
 KANSAS CITY POWER & LIGHT COMPANY
 KAUAI ISLAND UTILITY COOPERATIVE
 KAY-R ELECTRIC CORP
 KCP&L GREATER MISSOURI OPERATIONS
 KELLER ELECTRICAL INC
 KENNECOTT UTAH COPPER CORP
 KENNECOTT UTAH COPPER LLC
 KENNY CONSTRUCTION COMPANY
 KENTUCKY UTILITIES COMPANY
 KIEWIT POWER ENGINEERS COMPANY
 KINDER MORGAN ENERGY PARTNERS LP
 KIRBY RISK CORP
 KIT CARSON WINDPOWER LLC
 KIUC RENEWABLE SOLUTIONS ONE LLC
 KVAR Corporation
 L & L SUBSTATIONS
 L & S ELECTRIC INC
 LAFAYETTE UTILITIES SYSTEM
 LAFOURCHE SUGARS LLC
 LASSEN MUNICIPAL UTILITIES DISTRICT
 LAYTON CONSTRUCTION CO INC
 LEA COUNTY ELECTRIC COOPERATIVE INC
 LEE COUNTY ELECTRIC COOPERATIVE INC
 LEHIGH UNIVERSITY

LENOIR CITY UTILITY BOARD
 LG CONSTRUCTORS INC
 LG&E AND KU SERVICES COMPANY
 LICKING RURAL ELECTRIFICATION INC
 LIGHT AND POWER CO
 LINCOLN COUNTY POWER DISTRICT
 LOGAN COUNTY COOP POWER AND LIGHT
 LONE STAR TRANSMISSION LLC
 LOUISIANA GENERATING LLC
 LOUISVILLE GAS AND ELECTRIC COMPANY
 LOUP RIVER PUBLIC POWER DISTRICT
 LOUP VALLEYS RURAL PUBLIC POWER
 LOWER COLORADO RIVER AUTHORITY
 LOWER VALLEY ENERGY INC
 LUMBEE RIVER E M C
 LUNA DIVERSIFIED ENTERPRISES INC
 LYNTGAR ELECTRIC COOPERATIVE INC
 LYONDELL CHEMICAL COMPANY
 LYP CO INTERNATIONAL
 M 3 ENGINEERING & TECHNOLOGY CORP
 M AND A ELECTRIC POWER
 M J ELECTRIC LLC
 M&I ELECTRIC INDUSTRIES INC
 MAGIC VALLEY ELECTRIC COOPERATIVE
 MAINE PUBLIC SERVICE COMPANY
 MAM UTILITY SERVICES GROUP
 MARATHON PETROLEUM COMPANY LP
 MARKWEST ENERGY APPALACHIA LLC
 MARSHALL MUNICIPAL UTILITIES INC
 MARY HELEN PARKEY
 MAUI ELECTRIC CO LTD
 MAUI ELECTRIC COMPANY LTD
 MC ELROY ELECTRICAL CO INC
 MCB LIGHTING & ELECTRICAL INC
 MCBRYDE RESOURCES INC
 MCPHERSON BOARD OF PUBLIC
 MCPHERSON BOARD OF PUBLIC UTILITIES
 MEDINA ELECTRIC COOPERATIVE INC
 MERALCO INDUSTRIAL ENGINEERING
 MERCED IRRIGATION DISTRICT
 MESQUITE SOLAR 1 HOLDINGS LLC
 MIDAMERICAN ENERGY COMPANY
 MIDDLETOWN COKE COMPANY LLC
 MIDSTATE ELECTRIC COOPERATIVE INC
 MIDWEST ENERGY INC
 MINERAL PARK INC

MINING CONTROLS LLC
 MINING CONTROLS, INC
 MINNKOTA POWER COOPERATIVE INC
 MISSION VALLEY POWER
 MISSISSIPPI COUNTY
 MISSISSIPPI POWER COMPANY
 MISSOURI JOINT MUNICIPAL ELECTRIC
 MN Electro Industrial Supply
 MODESTO IRRIGATION DISTRICT INC
 MONARCH ELECTRIC COMPANY
 MOORHEAD PUBLIC SERVICE
 MOREAU GRAND ELECTRIC COOPERATIVE
 MORGAN COUNTY RURAL ELECTRIC ASSOC
 MORRISTOWN UTILITY COMMISSION
 MOSAIC FERTILIZER CO LLC
 MOSAIC FERTILIZER LLC
 MOTION INDUSTRIES
 MOTION INDUSTRIES INC
 MOTIVA ENTERPRISES LLC
 MOUNTRAIL WILLIAMS
 MOUNTRAIL-WILLIAMS ELECTRIC
 MURRAY CITY CORP
 N E D C O SUPL
 N.W. ELECTRIC POWER COOPERATIVE INC
 NATIONAL GRID CORPORATE
 NATIONAL GRID USA
 NATIVE SONS LTD
 NAVAJO TRIBAL UTILITY AUTHORITY
 NEBRASKA PUBLIC POWER DISTRICT
 NEDPOWER MOUNT STORM LLC
 NEPHI CITY CORP
 NEVADA POWER COMPANY
 NEW BRAUNFELS UTILITIES
 NEW HORIZON ELECTRIC COOPERATIVE
 NEW PAGE CORP
 NEW YORK STATE ELECTRIC & GAS CORP
 NEXTERA ENERGY RESOURCES LLC
 NIPPON PAPER INDUSTRIES
 NOBLE CONSTRUCTORS LLC
 NORANDA ALUMINUM INC
 NORTH AMERICAN NATURAL
 NORTH PLAINS ELECTRIC
 NORTH WESTERN ENERGY CORP
 NORTHEAST MISSOURI ELECTRIC POWER
 NORTHEAST POWER SYSTEMS INC
 NORTHEAST UTILITIES SERVICE

NORTHEAST UTILITIES SERVICE COMPANY
 NORTHERN CALIFORNIA POWER AGENCY
 NORTHERN COLORADO WIND ENERGY LLC
 NORTHERN INDIANA PUBLIC
 NORTHERN INDIANA PUBLIC SERVICE
 NORTHERN STATES POWER
 NORTHERN STATES POWER COMPANY
 NORTHERN VIRGINIA ELECTRIC
 NORTHWEST IOWA POWER COOPERATIVE
 NORTHWESTERN CORP
 NORTHWESTERN ENERGY CORP
 NORTHWESTERN WISCONSIN ELECTRIC
 NRG ENERGY INC
 NUCOR CORP
 NUCOR STEEL AUBURN INC
 NUCOR STEEL SEATTLE INC
 NUCOR YAMATO STEEL CO
 NUCOR YAMATO STEEL COMPANY LP
 OCCIDENTAL CHEMICAL CORP
 O'CONNELL ELECTRIC COMPANY INC
 OCONOMOWOC UTILITIES CO
 OKLAHOMA GAS & ELECTRIC
 OKLAHOMA GAS & ELECTRIC CO
 OKLAHOMA GAS AND ELECTRIC COMPANY
 OKLAHOMA GAS AND ELECTRIC SERVICES
 OLD DOMINION ELECTRIC COOPERATIVE
 OMAHA PUBLIC POWER DISTRICT
 ONCOR ELECTRIC DELIVERY COMPANY LLC
 ONE SOURCE DISTRIBUTORS LLC
 OPTIM ENERGY ALTURA COGEN LLC
 ORANGE AND ROCKLAND UTILITIES INC
 ORION POWER MIDWEST LP LLC
 OTTER TAIL CORP
 OVERLAND CONTRACTING INC
 OVERTON POWER DISTRICT NO 5
 OZARKS ELECTRIC COOP CORP
 PACIFICORP
 PADUCAH POWER SYSTEM
 PARADOXE CORP
 PAREOURCES INC
 PEACE RIVER ELECTRIC
 PEACE RIVER ELECTRIC COOPERATIVE
 PEAK POWER ENGINEERING INC
 PEAK SUBSTATION SERVICES LLC
 PECO ENERGY COMPANY
 PEDERNALES ELECTRIC COOPERATIVE INC

PEE DEE ELECTRIC COOPERATIVE INC
 PENNYRILE RURAL ELECTRIC COOP
 PEOPLES ELECTRIC COOPERATIVE
 PHELPS DODGE MORENCI INC
 PHOSCO ELECTRIC SUPPLY COMPANY INC
 PIEDMONT E M C
 PIKE ELECTRIC INC
 PIONEER ELECTRIC COOPERATIVE INC
 PIONEER RURAL ELECTRIC
 PNM RESOURCES INC
 PORTLAND GENERAL ELECTRIC COMPANY
 POTOMAC ELECTRIC POWER CO
 POTOMAC ELECTRIC POWER COMPANY
 POWELL ELECTRICAL SYSTEMS INC
 POWELL VALLEY ELECTRIC COOP
 POWER CONSTRUCTORS INC
 POWER RESOURCES INC
 POWER SUBSTATIONS INC
 POWERSOUTH ENERGY COOPERATIVE INC
 PPL CORP
 PPL ELECTRIC UTILITIES CORP
 PRAXAIR INC
 PREMCOR REFINING GROUP
 PREMIER POWER MAINTENANCE CORP
 PRIMETALS TECHNOLOGIES USA LLC
 PRINCETON ELECTRIC PLANT BOARD
 PROENERGY EPC SERVICES LLC
 PROFESSIONAL ELECTRIC
 PROFESSIONAL ELECTRIC PRODUCTS
 PSD INC
 PUBLIC SERVICE CO OF COLORADO
 PUBLIC SERVICE COMPANY OF COLORADO
 PUBLIC SERVICE ELECTRIC
 PUBLIC SERVICE ELECTRIC AND
 PUBLIC SERVICE ELECTRIC AND GAS
 PUBLIC UTILITY DISTRICT NO 1 OF
 PUBLIC UTILITY DISTRICT OF
 PUGET SOUND ENERGY INC
 RADIANT ELECTRIC COOPERATIVE INC
 RAPPAHANNOCK ELECTRIC COOPERATIVE
 RAYBURN COUNTRY ELECTRIC
 REEDY CREEK IMPROVEMENT DISTRICT
 REINFORCEMENT SYSTEMS LLC
 RENSSELAER MUNICIPAL POWER PLANT **
 RG ENGINEERING INC **
 RHET MARSING ENTERPRISES LLC

RIO GRANDE ELECTRIC COOPERATIVE
 RMT INC
 ROCHESTER GAS & ELECTRIC
 ROCHESTER GAS AND ELECTRIC CORP
 ROCKTEEN CP LLC
 ROCKY MOUNTAIN CONTRACTORS INC
 ROLLA MUNICIPAL UTILITIES
 ROSEBURG FOREST PRODUCTS CO
 ROUGHRIDER ELECTRIC COOP INC
 RUMSEY ELECTRIC COMPANY
 RURAL ELECTRIC SUPL COOPERTIVE
 RUTHERFORD ELECTRIC
 S & C ELECTRIC COMPANY
 S&C RESALE COMPANY
 S&L-PLC JOINT VENTURE
 S.D. WARREN COMPANY
 SABER POWER SERVICES LLC
 SALT RIVER PROJECT AGRICULTURAL
 SAN BERNARD ELECTRIC
 SAN DIEGO GAS & ELECTRIC CO
 SAN DIEGO GAS & ELECTRIC COMPANY
 SAN MIGUEL POWER ASSOCIATION INC
 SARGENT ELECTRIC CO
 SAULSBURY ENGINEERING &
 SCHAEGLER/YESCO DISTRIBUTION INC
 SCHNEIDER ELECTRIC USA INC
 SCHNEIDER ELECTRICAL USA INC
 SCHNEIDER ENGINEERING LTD
 SCHUYLER DEPARTMENT OF UTILITIES
 SEABOARD SHIP MANAGEMENT INC
 SEMPRA ENERGY
 SEQUACHEE VALLEY ELECTRIC
 SEQUACHEE VALLEY ELECTRIC COOP
 SEVIER COUNTY ELECTRIC SYSTEM
 SFPP LP
 SGS ENGINEERING LLC
 SGS WITTER INC
 SHARYLAND UTILITIES LP
 SHERIDAN ELECTRIC COOPERATIVE INC
 SHO ME POWER LLC
 SIEMENS AG
 SIEMENS CANADA
 SIEMENS CANADA LIMITED
 Siemens Canada Ltd.
 Siemens Canada Ltd. (Maritime Electric)
 Siemens Electrotecnica S.A.

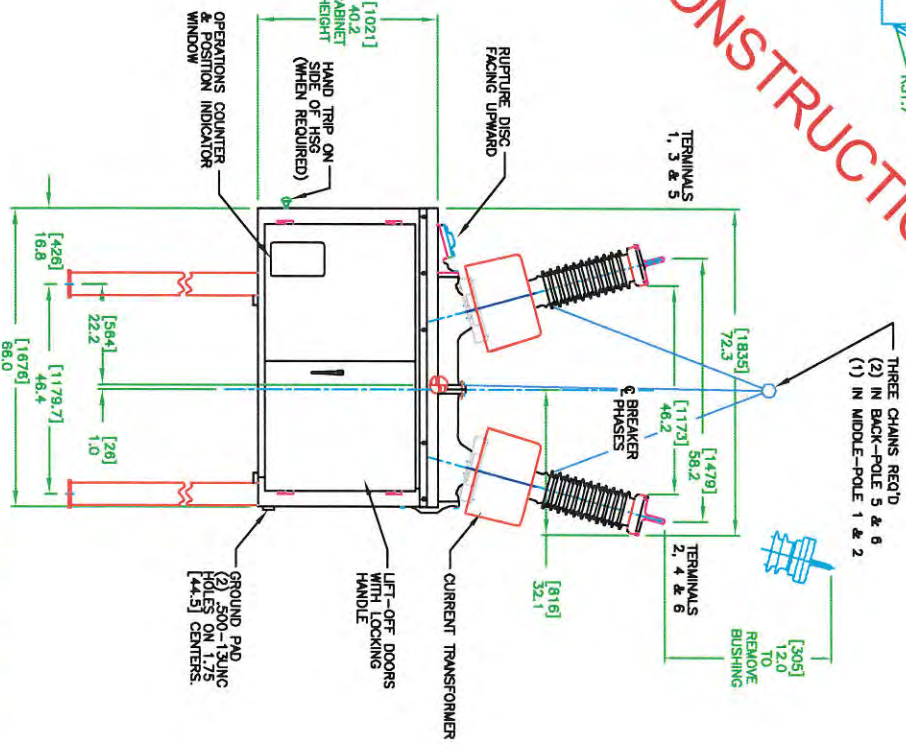
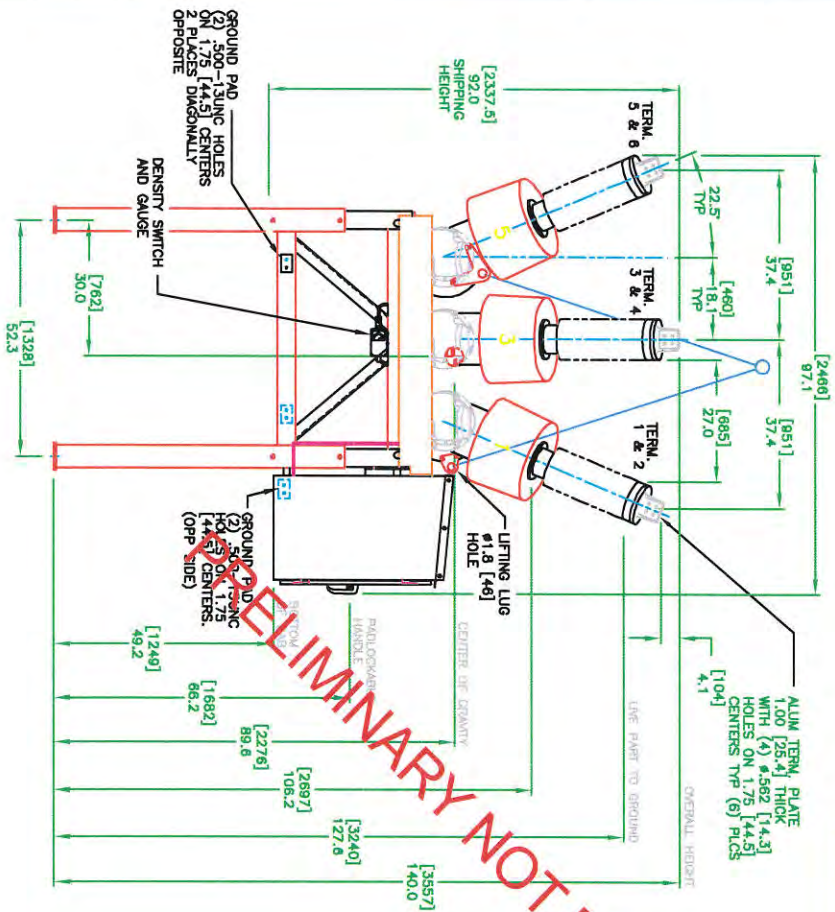
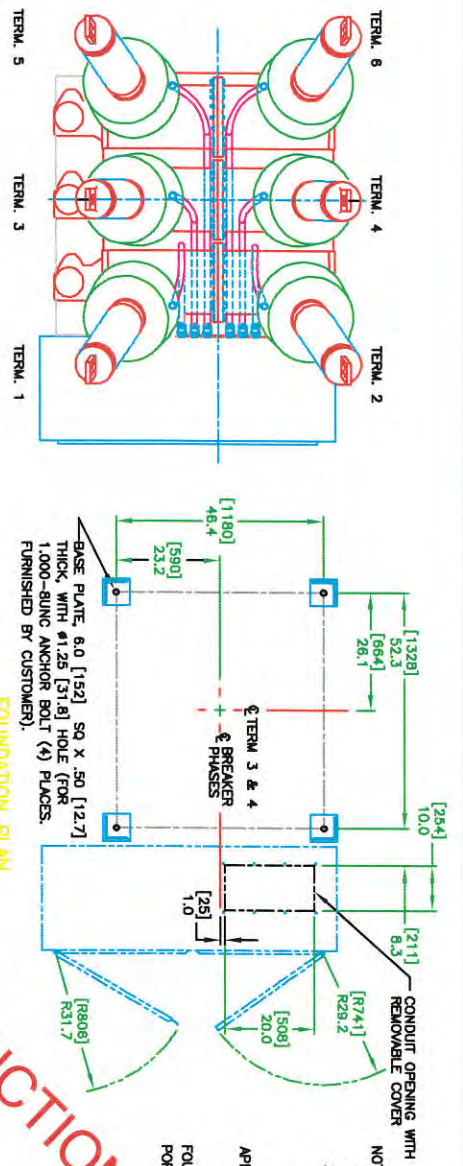
SIEMENS ENERGY & AUTOMATION INC
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 SIEMENS ENERGY INC
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 SIEMENS INC
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 Siemens Incorporated
 Siemens Industry Inc
 Siemens Industry, Inc.
 SIEMENS INNOVACIONES
 Siemens Ltd., Taipei
 Siemens S. A. de C. V.
 Siemens S.A.
 SIEMENS S.A. (PANAMA)
 Siemens S.A. de C.V.
 SIEMENS SA
 SIEMENS SA DE C.V.
 SIEMENS VAI METALS TECHNOLOGIES LLC
 SIEMENS, S.R.L.
 SIKESTON BOARD OF MUNICIPAL
 SINCLAIR WYOMING REFINING COMPANY
 SLATER CONTROLS INC
 SMS DEMAG INC
 SNC-LAVALIN CONSTRUCTORS INC
 SOUTH CAROLINA PUBLIC SERVICE
 SOUTH CENTRAL POWER COMPANY
 SOUTH MISSISSIPPI ELECTRIC POWER
 SOUTH TEXAS ELECTRIC
 SOUTH TEXAS ELECTRIC
 SOUTHCROSS HOLDINGS LP
 SOUTHERN INDIANA GAS AND ELECTRIC
 SOUTHERN MINNESOTA MUNICIPAL
 SOUTHERN UTAH VALLEY POWER SYSTEMS
 SOUTHWEST ARKANSAS ELECTRIC
 SOUTHWEST MISSISSIPPI ELECTRIC
 SOUTHWEST TRANSMISSION
 SOUTHWESTERN ELECTRIC CO-OP INC
 SOUTHWESTERN PUBLIC SERVICE CO
 SOUTHWESTERN PUBLIC SERVICE COMPANY
 SOUTHWIRE CO
 SPANISH FORK CITY CORP
 SPRINGFIELD ELECTRIC SUPL COMPANY
 SPS CONSTRUCTORS LLC **
 STATE ELECTRIC COMPANY
 STEEL DYNAMICS HOLDINGS INC

STORY WIND LLC
 STRATEGIC CONSTRUCTION
 STUART C IRBY CO
 STUART C IRBY COMPANY
 STUART C. IRBY COMPANY
 SUBSTATION ENGINEERING &
 SUBSTATION ENTERPRISES INC
 SULPHUR SPRINGS VALLEY
 SULPHUR SPRINGS VALLEY ELECTRIC
 SUMMIT ELECTRIC SUPL CO
 SUNORA ENERGY PR LLC
 SUNPOWER CORP SYSTEMS
 SURPRISE VALLEY
 SURRY-YADKIN ELECTRIC
 SWITCHGEAR SOLUTIONS LTD
 TALQUIN ELECTRIC COOPERATIVE INC
 TAMPA ELECTRIC COMPANY
 TARGA DOWNSTREAM LLC
 TARGA DOWNSTREAM LP
 TARGA MIDSTREAM SERVICES LLC
 TARHEEL ELECTRIC MEMBERSHIP
 Tarlac Power Corporation
 Taurex Exponent Company
 TECHLINE INC
 TENNESSEE VALLEY AUTHORITY
 TERAC CONTROLS
 TESLA MOTORS INC
 TEXAS ELECTRIC COOPERATIVE INC
 TEXAS NEW MEXICO POWER COMPANY
 TEX-LA ELECTRIC COOPERATIVE
 THE CITY OF FOLEY
 THE DAYTON POWER AND LIGHT COMPANY
 THE DELANEY GROUP INC
 THE DOW CHEMICAL COMPANY
 THE EMPIRE DISTRICT ELECTRIC
 THE REYNOLDS COMPANY
 THE TIMKEN COMPANY
 THE TRI-M GROUP LLC
 THE UNITED ILLUMINATING COMPANY
 THE UTILICOR CORP
 THE WHITING-TURNER
 THOMAS ELECTRICAL SALES CORP
 THUMB ELECTRIC COOPERATIVE
 TIANRUN USA INC
 TICE ELECTRIC COMPANY
 TIMEC COMPANY INC

TOMBIGBEE ELECTRIC POWER
 TOP OF THE WORLD WIND ENERGY LLC
 TOWN OF KENNEBUNK
 TOWN OF SHREWSBURY
 TOWN OF WAKEFIELD
 TOWN OF WALLINGFORD
 TRANSCANADA HYDRO NORTHEAST INC
 TRAVERSE CITY LIGHT AND POWER
 TRC ENGINEERS LLC
 TRI COUNTY ELECTRIC COOPERATIVE
 TRI COUNTY ELECTRIC MEMBERSHIP CORP
 TRI-STATE UTILITY PRODUCTS INC
 TSI - Technische System
 TSK ELECTRONICA
 TUCSON ELECTRIC POWER CO
 TUCSON ELECTRIC POWER COMPANY
 TURLOCK IRRIGATION DISTRICT
 TURNER LOGISTICS LLC
 TURTLE & HUGHES INC
 UMATILLA ELECTRIC COOPERATIVE
 UNION CARBIDE CORP
 UNION CITY ELECTRIC SYSTEMS
 UNION ELECTRIC MEMBERSHIP CORP
 UNION RURAL ELECTRIC
 UNITED STATES STEEL CORP
 UNITED POWER INC
 UNITED STATES STEEL CORP
 UNITIL ENERGY SYSTEMS INC
 UNITIL SERVICE CORP
 UPPER MISSOURI G & T
 UPPER MISSOURI G & T ELECTRIC
 UPSHUR RURAL ELECTRIC COOPERATIVE
 UTAH ASSOCIATED MUNICIPAL POWER
 UTAH STATE UNIVERSITY
 UTILITY BOARD OF THE CITY
 UTILITY SERVICE CORP
 UTILITY SERVICES ASSOCIATES EPC
 V&S CLARK SUBSTATIONS LLC
 VALERO REFINING COMPANY INC
 VALLEY ELECTRIC ASSOCIATION INC
 VALLEY ELECTRIC MEMBERSHIP CORP
 VECTREN CORP
 VECTREN ENERGY DELIVERY
 VERMONT ELECTRIC POWER CO INC
 VERMONT PUBLIC POWER SUPL
 VERSADO GAS PROCESSORS LLC

VILLAGE OF NEW BREMEN
VILLAGE OF SEVILLE
VIRGINIA ELECTRIC AND POWER CO
VIRGINIA ELECTRIC AND POWER COMPANY
Visayan Electric Co. Inc
VOLUNTEER ENERGY COOPERATIVE
W R CASTEEL COMPANY INC
WARREN DEL CARIBE
WASHINGTON ELECTRIC
WATER WORKS AND
WAUNAKEE UTILITIES
WAYNE WHITE COUNTIES ELECTRIC
WE ENERGIES
WEAKLEY COUNTY MUNICIPAL ELECTRIC
WEBB'S ERECTION INC
WELLHEAD POWER MARGARITA LLC
WELLONS INC
WELLS ENGINEERING PSC
WESCO DISTRIBUTION INC
WEST COAST SWITCHGEAR LLC
WEST KENTUCKY RURAL ELECTRIC
WESTAR ENERGY INC
WESTERN FARMERS ELECTRIC
WESTERN FUELS-COLORADO LLC
WESTERN MASSCHUSETTS ELECTRIC

WESTERN UNITED ELECTRIC SUPPLY CORP
WHEATLAND RURAL ELECTRIC ASSOC
WHITE PINE ELECTRIC POWER LLC
WHITESTONE WIND PURCHASING LLC
WILLIAMS WHOLESALE SUPPLY COMPANY
WILSON CONSTRUCTION CO
WIND CAPITAL GROUP LLC
WIND TURBINE AND ENERGY CABLES CORP
WINDEMULLER ELECTRIC INC
WISCONSIN ELECTRIC POWER COMPANY
WISCONSIN RAPIDS WATER WORKS
WISCONSIN RAPIDS WATER WORKS AND
WOLF RIDGE WIND LLC
WOLVERINE POWER SUPL
WOLVERINE POWER SUPPLY
WOOD COUNTY ELECTRIC COOP INC
XCEL ENERGY INC
XCEL ENERGY SERVICES INC
XELECTRIC POWER BOARD OF METRO GOVT
XSAN ANTONIO PUBLIC SERVICE BOARD
XSan Diego Gas and Electric Company
Y W ELECTRIC ASSOCIATION
YALE ELECTRIC EAST LLC
YUBA COUNTY WATER AGENCY



Siemens Energy, Inc.	
OUTLINE, SPS2 72.5	
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**DELEGATION OF APPROVAL AND SIGNATURE AUTHORITY
SIEMENS INDUSTRY, INC.
ENERGY MANAGEMENT DIVISION**

I, **Muhammad Sohail**, on behalf of **Siemens Industry, Inc.**, for its **Energy Management Division**, ("SII"), by virtue of the authority vested in me as **VP & GM, Transmission Products Division** to approve, sign or countersign and otherwise execute in the name, or on behalf of SII, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith for and on behalf of SII, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on my behalf.

\$500k	Contracts and related documentation for the sale of products or services to external customer up to a specified value, including contract amendments or change orders. These include sales contracts or orders established under or pursuant to an existing master/frame agreement with a customer.
\$500k	Bids, offers, quotations, order acknowledgements, responses to bid requests and related documentation for the sale of products or services to external customer.

Name(s):

Joel Mathewson

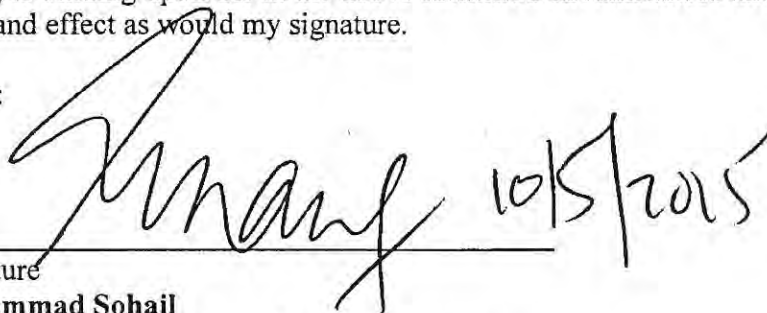
I further designate and acknowledge that the signature of the person delegated above, is binding upon SII in the above identified circumstances and shall have the same force and effect as would my signature.

Dated:

Signature

Muhammad Sohail

VP & GM, Transmission Products Division

A handwritten signature in black ink, appearing to read 'M Sohail', is written over a horizontal line. To the right of the signature, the date '10/5/2015' is handwritten.

SIEMENS



Circuit Breaker

Proposal 16084WIM-G-1

April 1, 2016



City of Banning
SF# 16986703

Presented by:
Chris Grossie
Applications Engineer HVCB
(601) 932-9863
Chris.grossie@siemens.com

Siemens Industry, Inc.
444 Hwy 49 South
Richland, MS 39218

Dear Customer:

Siemens Industry, Inc. would like to sincerely thank you for the opportunity to provide a proposal to you from our Jackson, MS, USA facility. The SPS2 Gas Circuit Breaker and CPV2 Circuit Switcher product lines have proven to be a successful global product offering. Since the introduction of the SPS2 family in 1997 we have shipped over 40,000 units in various ratings. Our portfolio of products produced in our facility includes:

SPS2 portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 4000 A, 50/63/80kA
- 245 kV, 1200 - 4000 A, 40/50/63/80 kA
- 362 kV, 1200 - 5000 A, 63/80 kA
- 550 kV, 2000 - 5000A, 63 kA

CPV2/3AP2 portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 245 kV, 1200 - 3000 A, 40 kA
- 362 kV, 1200 - 4000 A, 63 kA
- 550 kV, 1200 - 4000 A, 63 kA
- 800 kV, 1200 - 4000 A, 63 kA

No TRV capacitors are required to achieve full kA rating for typical applications!

The major components of these products are standardized across our complete product offering including: dead tank breakers, circuit switchers (Siemens switchers are live tank breakers) and GIS. The commonality of parts across all voltage ranges enables customers to reduce cost, minimize spare parts inventory and provides a common platform for product training. The SPS2 and CPV2 families use state of the art "self extinguishing principal" interrupters in all ratings. The FA-2 spring-spring mechanism is used for 15.5 kV to 170 kV, 40 kA units; the FA-4 spring-spring mechanism is used for 121kV to 245kV-3 cycle, 63kA units; and the FA-5 spring-spring mechanism is used for 245kV-2 cycle, 362KV, and 550kV. Siemens circuit breakers and circuit switchers fulfill the definite purpose high rate of rise for TRV circuit breaker requirements, the most demanding and robust conditions that exist.

Siemens prides itself in providing the highest quality breakers in the industry while maintaining flexibility to customize each unit to meet each customer's unique needs. Some examples of our premium design include: all roller or ball bearings, all sealed bearings, no lubrication needed in the field, no adjustments required in the field. Our breakers and circuit switchers have proven to be easier to put into service, require less maintenance and have a lower total ownership cost over their lifetime than our competition. All Siemens breakers have a 12year inspection / 25 year maintenance cycle, minimizing your total cost of ownership! No adjustments or maintenance to the operating mechanism are required for life of the unit.

Again, we thank you for the opportunity to provide this proposal and look forward to any feedback or questions which you may have while reviewing our proposal.

Sincerely,

Chris Grossie
Applications Engineer HVCB

Proposal

Siemens Industry, Inc. (Siemens) agrees to sell to Purchaser and Purchaser agrees to purchase from Company the goods described below. All pricing is in USD.

Please note our recent name change! Any PO should be made out to Siemens Industry, Inc.

		Qty	Product	Price	Ext Total
Item 1	Gas Circuit Breaker (DT)	3	SPS2-72.5-40-1200-3PST	\$43,750.00	\$ 131,250.00

Description:

- 72.5kV nominal voltage
- 40kA maximum symmetrical interrupting capability
 - At specified 20kA short circuit requirement, each phase is capable of 55 operations!
- 3000A maximum continuous current (limited to 1200A due to BCT)
- Capable of -40°C operation without tank heaters
- 73 inch creep porcelain bushings rated 350kV BIL @ 3300 feet ASL
- 3-cycle, 60Hz, spring-spring operated
- Gang Operation, Frame mounted outdoor Circuit Breaker
- Bushing Current Transformers (total 12 BCT's):
 - Bushings 1-3-5: (6) 600:5 MR C400 relay accuracy, RF 2.0
 - Bushings 2-4-6: (6) 600:5 MR C400 relay accuracy, RF 2.0

Optional Equipment for Circuit Breakers

Item A:

Qty.	DESCRIPTION	NET UNIT PRICE
1	Y-Relay	\$250.00
1	Close Coil	\$250.00
1	Trip Coil	\$250.00
1	Charging Motor	\$800.00
1	Porcelain Bushing (72kV)	\$900.00
1	Porcelain Bushing (145kV)	\$1,500.00

NOTE: Above spare parts prices are only valid with the purchase of the Circuit Breaker requested.

Item B:

Technical Field Assistance

Siemens's Field Service Personnel will proceed to assist with the breaker installation, which will include the following items:

- Technical assistance to the Customer's crew on the recommended processes and procedures for the installation of the breaker
- Supervision of Customer's crew as they fill the breaker with SF₆ gas
- Siemens will supervise/perform the recommended commissioning tests, (per the Siemens Instruction Book) including:
 - Breaker timing tests
 - Verification of control and alarm set points
 - Ductor testing
 - Mechanical operation tests
- See Appendix A in this proposal for complete detailed scope of work

Purchaser will make all HV lead connections and all terminations for external sources to breaker control cabinets. Siemens will provide a Technical Field Representative only. Additional labor, equipment, and material requirements are the purchaser's responsibility. Normal fee is \$2000 per day plus \$2000 per round trip (valid within the contiguous 48 United States only). Gang Operated breakers are typically installed and tested in less than 1 day. Siemens estimates installation and testing to require no more than 2-3 days.

No sales or users tax is included in our prices.

Clarifications/Exceptions

Siemens circuit breakers are designed and tested according to ANSI/IEEE C37.06, and are not guaranteed to conform to other standards included by reference only.

Below are Siemens Industry, Inc. comments and clarifications of 311215-P2 FOR BID.pdf

Warranty:

Siemens extended 60 month warranty will apply.

General Terms & Conditions:

- Siemens Industry, Inc. standard terms and conditions apply to sale. See attached p.12.
- Article 8.01.A.2 : Customer factory acceptance testing is not included as a part of this proposal. Siemens can coordinate a buyer's factory acceptance test for a price of \$5,500.00 per breaker.

Purchase Agreement

- Article 5.02: Siemens will provide shop drawings 60 days after receiving the order.
- Article 5.04: Siemens agrees to liquidated damages provision with a maximum equal to 5 percent of the total contract price.

Division 33 Specification

- 1.07.A.2/2.02.H.2.a: Siemens SPS2 breakers do not require any contact adjustments during the life of the breaker; therefore a "slow-close" maintenance device is not applicable and not provided.
- 1.07.A/2.02.H : Each circuit breaker includes, special toolkit with manual charging devices, transducer bracket, etc. A total of 3 each will be provided instead of the specified 2 each.
- 2.02.F.4 : Wire-out terminal points will be provided for connecting remote protection & control relays.

Clarifications:

- Proposed 40kA circuit breaker is rated for 55 operations at the specified 20kA short circuit current condition.

Circuit breaker(s) will be equipped and furnished as follows:

Control and Operator Power Requirements:

Control supply voltage:	125 VDC
Spring charge motor supply voltage:	120 VAC / 125 VDC
Accessory supply voltage:	120 VAC
Heater supply voltage:	240 VAC

Options Included:

- Fused knife switches (acc / motor / heater circuits)
- One close coil
- Dual trip coils
- Close and trip push buttons
- Control switch
- Local/remote selector switch
- Loss of voltage relays (close and trip circuits)
- Spring discharge alarm
- Position indicator lights
- External manual trip device
- Thermostatically controlled cabinet heaters
- Auxiliary switches with spare contacts for customer use
- GFI outlet inside control cabinet
- Cabinet light with Switch
- Breaker frame mounted temperature compensated density switch and gauge
- Temperature compensated density switch with remote gauge in control cabinet
- Aluminum nameplates according to IEEE/ANSI standards
- #14 AWG Type SIS control wiring
- #10 AWG Type AMW-TEW CT wiring
- #4-500 MCM grounding terminals on frame
- NEMA type 3R control cabinet painted ANSI 70 grey
- NEMA 4-hole tin-plated aluminum terminals
- Galvanized frame and leg assemblies
- Standard installation toolkit included
- SF6 fill gas included
- 1 Set of electronic AutoCAD approval drawings
- 1 Set of electronic AutoCAD certified drawings and 1 set shipped in breaker
- 1 Instruction book in PDF format and 1 Instruction book shipped in breaker

Commercial Terms

Approval drawings (if req'd) will be transmitted 8-10 weeks after receipt of purchase order at factory with all necessary technical information or 12 weeks prior to shipment whichever expires later. Failure to return approval drawings within (1) week after submittal may delay shipment; approval drawings must be finalized a minimum of 6 weeks prior to the shipment date. Expedited approval drawings can be provided with all necessary technical information for a fee.

TERMS OF PAYMENT:	Net 30 days after shipment (subject to credit approval)
SHIPPING DATE:	18-20 weeks ARO (to be confirmed at time of order)
DELIVERY TERMS:	Freight is included in the quoted price for shipments within the contiguous 48 United States. Additional shipping charges may apply if conditions do not permit Seller to utilize its standard delivery methods to the requested delivery destination.
WARRANTY:	The warranty period covers the equipment for sixty (60) months after shipment.
CONDITIONS:	See attached ("Siemens Standard Terms and Conditions of Sale.")

CANCELLATION POLICY:

Cancellation of equipment for High Voltage circuit breakers will be subject to cancellation charges based on the following policies: (all percentages refer to contract price)

- 1.) Cancellation will automatically result in:
 - 10% charge for the engineering work on the breaker (Provided that work was accomplished).
 - The customer will also be responsible for the cost of any non standard items that Siemens purchased in advance to outfit the breaker per specifications.
- 2.) Further charges depend on:
 - Cancellation of items made to customer order that is scheduled for shipment in twelve (12) months or less - A charge of five percent (5%) of the contract price will be made for each month that the contract was held (from P.O. date until cancellation date).
 - Orders that are scheduled to ship in less than thirty (30) days are non-cancellable.

OTHER TERMS:

This proposal will remain in effect for 60 days, unless changed in the interim upon written notice from Company. Documents and related correspondence shall be sent to the Company's office or an authorized Company Distributor.

This proposal is based upon the Company's interpretation of the plans and specification and is subject to correction for errors. This document and any other documents specifically referred to as being a party hereof constitutes the entire agreement on the subject matter, and it shall not be modified except in writing signed by both parties.

This proposal is based upon the standard terms and conditions of sale attached. Company hereby objects to any additional or different terms set forth in Purchaser's request for proposal, specification, purchase order or any other document of Purchaser. Acceptance of additional or different terms must be specifically assented to in writing by Company.

Export Compliance

Offer validity is subject to compliance with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods provided under this agreement, including any export license requirements and a successful screening within DAMEX-E system.

You can order surge arresters when you place your order as an additional line item on the same PO!



Arresters. The Siemens 3EL2 family of polymer-housed surge arresters features a cage design with high temperature vulcanized silicone rubber molded directly onto the MOV stack. Each arrester unit is of one-piece construction with no joints or seams in the rubber, and they come with high creepage distance and high mechanical strength. Units ship complete with a NEMA 4-hole pad at the line end and an 8-10 inch bolt circle base. Type 3EL2 surge arresters are available in ratings from 3 to 294kV, have a thermal energy absorption capability of 10kJ/kV MCOV, and meet IEEE C62.11 and ANSI 693-2005 requirements.

Circuit Breaker Nominal voltage	Arrester Ratings (line-ground KV)		Type 3EL2	Unit Pricing
	Duty cycle	MCOV	Part Number	
69kV	54	42	3EL2 054-2PF31-4XH5	\$ 526
	60	48	3EL2 060-2PF31-4XH5	\$ 540
115kV	90	70	3EL2 090-2PJ31-4XH5	\$ 837
	96	76	3EL2 096-2PJ31-4XH5	\$ 904
138kV	108	84	3EL2 108-2PM31-4XH5	\$ 999
	111	88	3EL2 111-2PM31-4XH5	\$ 1,039
161kV	120	98	3EL2 120-2PM31-4XH5	\$ 1,120
	132	106	3EL2 132-2PQ32-4XH5	\$ 1,417
230kV	172	140	3EL2 172-2PJ32-4XH5	\$ 1,795
	180	144	3EL2 180-2PJ32-4XH5	\$ 1,863
345kV	258	209	3EL2 258-2PM32-4XH5	\$ 2,565
	264	212	3EL2 264-6PW42-4XH5	\$ 2,889
	276	220	3EL2 276-6PW42-4XH5	\$ 3,024

* bold indicates most recommended for that rating

All Siemens Product lines in our Jackson, MS based facility adhere to the high quality standards you have come to expect from a Siemens product and are supported by our 24 hour emergency customer service. So if you need a voltage regulator, transformer, line insulator or surge arrester look to Siemens and let us have the opportunity to share with you our other high performance, proven product lines.

Appendix A: Technical Field Assistance

72-230kV SPS2 Technical Field Assistance

Standard Technical Assistance Work scope

Siemens's Field Service Personnel will proceed to assist with the breaker installation, which will include assembly and testing per the following items:

- Technical assistance to the Customer's crew on the recommended processes and procedures for the installation of the breaker
- Supervision of Customer's crew as they fill the breaker with SF6 gas
- Siemens will supervise/perform the recommended commissioning tests, (per the Siemens Instruction Book) including:
 - Breaker timing tests
 - Verification of control and alarm set points
 - Ductor testing
 - Mechanical operation tests

Customer will provide the following:

- Free and clear access to the location.
- Isolation, grounding and lockout/tag-out of equipment for Siemens Field Service Engineers, per mutually agreed upon schedule.
- Provide all Civil modifications/additions to ensure existing (or new) foundation will accept new Siemens-supplied breaker Providing all necessary control and protection cabling to Siemens-supplied breaker cabinet
- Delivery of Siemens-supplied breaker to Customer substation
- Engineering drawings for location of breaker onto existing foundation
- Provide all required cable and conduit for the connection of control and protection circuits between the relay house and the new breaker
- Provide Labor to install supplied equipment and parts
- Substation grounding system in place with pigtails stubbing up at each breaker and control cabinet foundation prior to the Siemens Field Service Crew mobilizing.
- Install bushing connections
- Provide 120 VAC, 10-15 amps near work site to power Siemens hand tools and test equipment.
- Removal of HV grounding and energization of breaker (following installation).
- Relay verification from the substation control house to the circuit breaker and CT testing.
- All site grade work must be completed. NO excavation work, open trenches, water puddles, or soft soil around a 4 foot wide perimeter of the foundation.

Standard Performance

For the standard installation work scope of the 72-230kV SPS-2 breakers, Siemens standard crew size will be 1 field service personnel.

Weather permitting; Siemens personnel will work a standard 5-day week (Monday- Friday), 8 hours per day for completing technical assistance operations. Weekend travel not included. Siemens assumes this will require no more than one (1) days on site to complete.

Standard Installation Equipment

As part of the installation scope, Siemens shall provide the following equipment as part of the work scope.

- Field Test equipment to complete standard tests
 - Timing Test Set with travel transducer (s)
 - Ductor

Standard Safety Equipment

Siemens will provide for standard industry safety equipment required by Siemens Safety Guidelines and in compliance with OSHA CFR 1910.269 consistent with the typical hazards associated with the standard installation work scope.

These items include:

- Employee PPE – Safety glasses, Hardhats, and safety shoes
- Fall Protection – Full body harness, lanyards, and safety railing (as required)
- Assured Grounding – GFI receptacles, static grounds

Standard Sanitation & Facility Provisions

Customer will supply sanitation facilities.

Safety Training

Siemens has included no more than 1 hour for onsite safety training

Deviations

It is anticipated that operational considerations or jobsite, logistical, or training/clearance conditions may require changes in the standard work scope to facilitate the owner's requirements, these deviations can be settled through the provisions provided in the purchase order document with standard Siemens rates.

High Voltage Products Division

Standard Terms and Conditions of Product Sales and Services (3/31/2010)

1. Applicable Terms. These terms govern the sale of goods and services (collectively, "Products") by Siemens. Whether these terms are included in a proposal, offer or an acceptance by Siemens, such proposal, offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Siemens. Siemens' failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms.

2. Pricing & Payment. The prices for the Products shall be: (a) as stated in Siemens' proposal; or, if none are stated (b) Siemens' standard prices in effect at the time of release for shipment or performance of services. In the event of a price increase or decrease, the price of Products on order shall be adjusted to reflect such increase or decrease. This does not apply to a shipment held by request of Buyer. Products already shipped are not subject to price increase or decrease. Siemens may require, at its discretion, a reasonable and appropriate down payment prior to commencing work. Discounts, if any, are as specified on the latest discount sheets issued from time to time. Cash discounts are not applicable to notes or trade acceptances, to prepaid transportation charges when added to Siemens' invoices or to discountable items if there are undisputed past due items on the account. Cash discounts shall only be allowed on that portion of the invoice paid within the normal discount period.

(a) *Payment* - Unless otherwise stated, all payments shall be net thirty (30) days from the date of invoice payable in United States Dollars.

(b) *Credit Approval* - All orders are subject to credit approval by Siemens. The amount of credit or terms of payment may be changed or credit withdrawn by Siemens at any time for any reason without advance notice. Siemens may, in its discretion, withhold further manufacture, performance or shipment; require immediate cash payments for past and future shipments or performance; or require other security satisfactory to Siemens before further manufacture, performance or shipment is made; and may, if shipment has been made, recover the Products from the carrier, pending receipt of such assurances.

(c) *Installment Shipment* - If these terms require or authorize delivery of Products in separate lots, shipments or milestones to be separately accepted by Buyer, Buyer may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of these terms. Buyer may not refuse to receive any lot or portion of hereunder for failure of any other lot or portion of a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Buyer shall pay for each lot in accordance with the terms hereof. Payment shall be made for the Products without regard to whether Buyer has made or may make any inspection of the Products. Products held for Buyer are at Buyer's sole risk and expense.

(d) *Taxes, Shipping, Packing, Handling* - Except to the extent expressly stated in these terms, Siemens' prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the Product, and Buyer shall pay such amounts or reimburse Siemens for any amounts Siemens pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same. Siemens' prices include the costs of its standard domestic packing only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, consult Siemens' sales offices. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for the Buyer's account.

(e) *Finance Charge* - Buyer agrees to pay FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date each invoice is due and payable at an ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.

(f) *Disputed Invoice* - In the event Buyer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice. The undisputed portion shall be paid when due, and FINANCE CHARGE on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.

(g) *Collection* - Upon Buyer's default of these terms, Siemens may, in addition to any other rights or remedies at contract or law, subject to any cure right of Buyer, declare the entire balance of Buyer's account immediately due and payable or foreclose any security interest in Products delivered. If any unpaid balance is referred for collection, Buyer agrees to pay Siemens, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Siemens, and any FINANCE CHARGES accrued on any unpaid balance owed by Buyer.

(h) *Suspension/Termination Right* - Siemens reserves the right to suspend work if Buyer is over thirty (30) days late in payment of an undisputed invoice. Siemens reserves the right to terminate the order if Buyer is over sixty (60) days late in payment of an undisputed invoice.

3. Delivery; Title; Risk of Loss. Product shall be delivered F.O.B. Siemens point of shipment with title to the Product and risk of loss or damage for the Product passing to Buyer at that point. Buyer shall be responsible for all transportation, insurance and related expenses including any associated taxes, duties or documentation. Siemens may make partial shipments. Shipping dates are approximate only and Siemens shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customers if Siemens fails to meet the specified delivery schedule.

4. Deferral and Cancellation. Buyer shall have no deferral rights and Buyer shall be liable for cancellation charges, which shall include without limitation: (a) payment of the full product price for any finished Product or works in progress; (b) payment for raw materials ordered pursuant to a firm purchase order; and (c) such other direct costs incurred by Siemens as a result of such cancellation.

5. Force Majeure / Delays. If Siemens suffers delay in performance due to any cause beyond its reasonable control, including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Siemens will give to Buyer notice within a reasonable time after Siemens becomes aware of any such delay. Siemens shall be entitled to reimbursement of actual costs directly attributable to the force majeure event. A force majeure event lasting greater than six (6) months shall entitle either party to terminate the agreement.

6. Buyer's Requirements. Timely performance by Siemens is contingent upon Buyer's supplying to Siemens all required technical information and data, including drawing approvals, and all required commercial documentation. Siemens shall be entitled to a change order under Section 11 of these terms for any delay caused by the Buyer, its contractors, successors or assigns.

7. Limited Warranty. (a) *Limited Product Warranty Statements* - For each Product purchased from Siemens or an authorized reseller, Siemens makes the following limited warranties: (i) the Product is free from defects in material and workmanship, (ii) the Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated by reference into, these terms; (iii) at the time of delivery, Siemens has title to the Product free and clear of liens and encumbrances; and (iv) for professional services performed by Siemens hereunder, Siemens warrants the services will be performed in accordance with generally accepted professional

standards (collectively, the "Limited Warranties"). The Limited Warranties set forth herein does not apply to any software furnished by Siemens. If software is furnished by Siemens, then the attached Software License Addendum shall apply.

(b) *Conditions to the Limited Warranties* - The Limited Warranties are conditioned on (i) Buyer storing, installing, operating and maintaining the Product in accordance with Siemens' instructions; (ii) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives; (iii) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or Buyer granting Siemens access to the Products at all reasonable times and locations to assess the warranty claims; and (vii) Buyer not being in default of any payment obligation to Siemens under these terms.

(c) *Exclusions from Limited Warranty Coverage* - The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by Siemens or not bearing its nameplate. To the extent permitted, Siemens hereby assigns any warranties made to Siemens for such equipment. Siemens shall have no liability to Buyer under any legal theory for such equipment or any related assignment of warranties. Additionally, any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Limited Warranties and provided to Buyer "as is" with no warranties of any kind. Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as fuses, light bulbs and lamps.

(d) *Limited Warranty Period* - Buyer shall have twelve (12) months from initial operation of the Product or eighteen (18) months from shipment, whichever occurs first (or in the case of services, twelve (12) months from the completion of services), to provide Siemens with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited Warranties have been fulfilled to the full satisfaction of Buyer, unless Buyer has previously provided Siemens with notice of a breach of the Limited Warranties.

(e) *Remedies for Breach of Limited Warranty* - Buyer's sole and exclusive remedies for any breach of the Limited Warranties are limited to Siemens' choice of repair or replacement of the Product, or non-conforming parts thereof, re-performance of the services, or refund of all or part of the purchase price. The warranty on repaired or replaced parts of the Product or re-performed services shall be limited to the remainder of the original warranty period. Unless otherwise agreed to in writing by Siemens, (i) Buyer shall be responsible for any labor required to gain access to the Product so that Siemens can assess the available remedies and (ii) Buyer will be responsible for providing Siemens with working access to the Products, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations, or transportation costs to and from the Siemens factory or repair facility, or for damage to equipment components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. All exchanged Products replaced under this Limited Warranty will become the property of Siemens.

(f) *Transferability* - The Limited Warranties shall be transferable during the warranty period to the initial end-user of the Product.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 7 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH IN SECTION 8 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

8. LIMITATION OF LIABILITY. NEITHER SIEMENS, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE, SAVINGS OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER, ITS SUCCESSORS OR ASSIGNS FOR DAMAGES OF BUYER'S CUSTOMERS.

SIEMENS' MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT AT ISSUE OR ONE MILLION DOLLARS, WHICHEVER IS LESS. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 8 ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. SIEMENS LIABILITY WITH REGARD TO THIS AGREEMENT SHALL CEASE UPON THE EXPIRATION OF THE LIMITED WARRANTY PERIOD.

9. PATENT AND COPYRIGHT INFRINGEMENT. Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if Siemens is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Buyer the right to continue using said Product; (b) replace it with substantially equivalent non-infringing Product; or (c) modify the Product so it becomes non-infringing.

Siemens will have no duty or obligation to Buyer under this Section 9 to the extent that the Product is (a) supplied according to Buyer's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance; (b) modified by Buyer or its contractors after delivery; or (c) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under the provisions of this Section 9.

THIS SECTION 9 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF BUYER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS.

10. Compliance with Laws. Buyer agrees to comply with all applicable laws and regulations relating to the purchase, resale, exportation, transfer, assignment, disposal or use of the goods.

11. **Changes in Work.** Siemens shall not implement any changes in the scope of work unless Buyer and Siemens agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Siemens to an equitable adjustment in the prices and any time of performance.

12. **Non-waiver of Default.** Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Siemens may decline to make further shipments. If Siemens elects to continue to make shipments, Siemens' actions shall not constitute a waiver of any default by Buyer or in any way affect Siemens' legal remedies for any such default. Any waiver of Siemens to require strict compliance with the provisions of this contract shall be in writing and any failure of Siemens to require such strict compliance shall not be deemed a waiver of Siemens' right to insist upon strict compliance thereafter.

13. **Final Written Agreement; Modification of Terms.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by Siemens, comprise the complete and exclusive agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Siemens. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

14. **Assignment.** Neither party may assign the Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other; provided however that Siemens may assign its rights and obligations under these terms to its affiliates and Siemens may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer's consent.

15. **Applicable Law and Jurisdiction.** These terms is governed and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BUYER WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THESE TERMS.

16. **Severability.** If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

17. **Export Control.** Buyer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods provided under this agreement, including any export license requirements. Buyer agrees that such goods shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

18. **Nuclear.** Buyer represents and warrants that the goods covered by this agreement shall not be used in or in connection with a nuclear facility or application. If Buyer is unable to make such representation and warranty, then Buyer agrees to indemnify and hold harmless Siemens and to waive and require its insurers to waive all right of recovery against Siemens for any damage, loss, destruction, injury or death resulting from a "nuclear incident", as that term is defined in the Atomic Energy Act of 1954, as amended, whether or not due to Siemens's negligence.

19. **Asbestos - Federal Law** requires that building or facility owners identify the presence, location and quantity of asbestos containing materials (hereinafter "ACM") at work sites. Siemens is not licensed to abate ACM. Accordingly, prior to (a) commencement of work at any site under a specific Purchase Order, or (b) a change in the work scope of any Purchase Order, Buyer will certify that the work area associated with Siemens' scope of work under said Purchase Order, Change Order, or either of them, is free of ACM.

20. **Confidentiality.** (a) During the term of this Agreement and thereafter, Buyer shall treat as confidential all information obtained by him/her for and from Siemens and all information compiled or generated by him/her under this Agreement for Siemens including, but not limited to, business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Buyer shall not disclose or refer to the work to be performed under this Agreement in any manner which would identify Siemens without the advance written permission of Siemens.

(b) Nothing, however, in this Agreement shall obligate Buyer to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the Buyer; (ii) is disclosed to Buyer, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to Buyer, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of Buyer upon the date of this Agreement; or (iv) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order. provided that Buyer shall promptly advise Siemens of any requirement to make such disclosure to allow Siemens the opportunity to obtain a protective order and assist Siemens in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, Buyer, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, Buyer, or individual is under an obligation not to disclose. The Buyer agrees to abide by this policy.

SOFTWARE LICENSE / WARRANTY ADDENDUM - SIEMENS INDUSTRY, INC. ("SIEMENS") POWER TRANSMISSION DIVISION

This Addendum applies to software furnished by Siemens and replaces the Limited Warranty provisions of Siemens' Standard Terms and Conditions of Product Sale and Services. All other terms and conditions contained in Siemens' Standard Terms and Conditions of Product Sale and Services are unaffected by this Addendum.

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Exhibit “D”

APR 5 2016 *mcc*
City Clerk's Office

MYERS POWER PRODUCTS

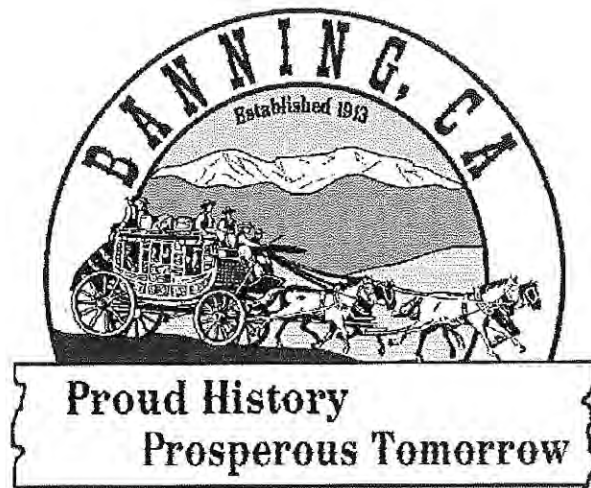
City of Banning

Project 311251-P3

Alola and Airport Substations

April 5, 2016 @ 2:00 pm

Contract Documents
For
Project 311251-P3
"12.47 kV Metal-Clad Switchgear Building"



Responses Due:

April 5, 2016 at 2:00 pm

Attn: City Clerk
City of Banning
Electric Utility Department
99 E. Ramsey Street
Banning, California 92220

March 10, 2016

**PROCUREMENT CONTRACT
NO. 311251-P3**

**12.47-kV METAL-CLAD
SWITCHGEAR BUILDING**

**ALOLA SUBSTATION AND
AIRPORT SUBSTATION**

**Prepared and issued by:
City of Banning
Banning, CA
(Buyer)**

**In conjunction with:
Leidos Engineering, LLC
Nashville, TN
(Engineer)**

March 2016

SECTION 00 01 07
SEALS PAGE

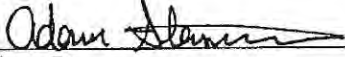
PROCUREMENT CONTRACT NO. 311251-P3

12.47 kV METAL-CLAD SWITCHGEAR BUILDING
ALOOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING

The engineering material and data contained in these Contract Documents were prepared under the supervision and direction of the undersigned, whose seal(s) as a registered professional engineer(s) is (are) affixed below.

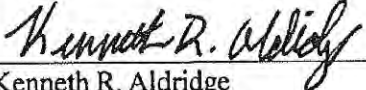
Prepared By:

Leidos Engineering, LLC


Adam Stevenson
Project Manager

Date Issued: March 10, 2016

Authorized for Issue:


Kenneth R. Aldridge
Senior Project Manager



END OF SECTION

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ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

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PROCUREMENT CONTRACT NO. 311251-P3

**12.47 kV METAL-CLAD SWITCHGEAR BUILDING
ALOHA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

DRAWING NUMBER	DRAWING TITLE
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END OF SECTION

**SECTION 00 11 16
INVITATION TO BID**

PROCUREMENT CONTRACT NO. 311251-P3

**12.47 kV METAL-CLAD SWITCHGEAR BUILDING
ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

City of Banning (Buyer) invites Bidders to submit bids for two 12.47 kV Metal-Clad Switchgear Buildings (Goods). The contract generally consists of furnishing Goods and delivery; one to Alola Substation located in the 500 block of East Livingstone Street, Banning, CA 92220, and one to Airport Substation located in the 1900 block of East Westward Street, Banning, CA 92220 offloading, and furnishing spare parts. Buyer will furnish a construction contractor under a separate contract to perform the installation or construction for which the Goods under this Contract are being furnished.

The Goods shall be delivered by the dates set forth in the Summary of Work Process Schedule, Section 01 11 00.

The Special Services shall be completed within 15 calendar days after Buyer's written notice following acceptance of delivery of the Goods.

Bidders shall submit one original and one duplicate of Bid per the Instructions to Bidders, Section 00 21 13.

Buyer will receive sealed bids until 2:00 pm local time on Tuesday, April 5, 2016 at the office of the Owner:

City of Banning
ATTN: CITY CLERK
Electric Utility Department
99 E. Ramsey Street
Banning, CA 92220

Bids will then be opened publicly and read aloud. Bids received after the time of announced opening will not be accepted.

Sets of Bidding Documents may be obtained by email request to Dana Hight at hightdl@leidos.com.

Buyer reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids; and to reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established. Buyer also reserves the right to waive all informalities not involving price, time, or other material changes to technical or contractual requirements.

END OF SECTION

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

PROCUREMENT CONTRACT NO. 311251-P3

**12.47 kV METAL-CLAD SWITCHGEAR BUILDING
ALOOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders, will have the meanings indicated in Section 00 72 00, Standard General Conditions for Procurement Contracts, EJCDC Document No. P-700 (2000 edition) (referred to as "General Conditions"), including Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

Forms for Bid shall mean the following forms included in the Bidding Documents that are required to be submitted as part of the Bid.

00 41 63	Bid Form
00 43 93	Bid Submittal Checklist
00 45 05	Proposed Exceptions and Deviations
00 45 10	Data and Information Forming Part of the Bid
00 45 13	Bidder's Qualifications
00 45 19	Non-Collusion Affidavit

ARTICLE 2 - BIDS RECEIVED

- 2.01 Refer to Invitation to Bid for information on receipt Bids.

ARTICLE 3 - COPIES OF BIDDING DOCUMENTS

- 3.01 Complete hardcopy sets of the Bidding Documents may be obtained as specified in the Invitation to Bid, Section 00 11 16.
- 3.02 Complete sets of the Bidding Documents shall be used in preparing Bids. Neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.03 Buyer and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for furnishing Goods and Special Services and do not confer a license or grant for any other use.

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ARTICLE 4 - QUALIFICATIONS OF BIDDERS

- 4.01 To demonstrate Bidder's qualifications to furnish Goods and Special Services, each Bidder shall submit information required by Section 00 45 13, Bidder's Qualifications, and must be prepared to submit within five days of Buyer's request, such other data as may be requested.

ARTICLE 5 - EXAMINATION OF BIDDING DOCUMENTS AND POINT OF DESTINATION

- 5.01 Upon request, Buyer will provide Bidder access to the Point of Destination to conduct such investigations, examinations, tests and studies as Bidder deems necessary for submission of a Bid.

- 5.02 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, including any Addenda and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods and Special Services, visit the Point of Destination to become familiar with the local conditions;
- C. become familiar with and satisfy Bidder as to all Laws and Regulations that may affect cost, progress, or the furnishing of Goods and Special Services;
- D. carefully study and correlate the information known to Bidder, and information and observations obtained from Bidder's visits (if any) to the Point of Destination, with the Bidding Documents;
- E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

- 5.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that:

- A. Bidder has complied with every requirement of this Article 5;
- B. the Bid is premised upon furnishing Goods and Special Services required by the Bidding Documents;
- C. Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder; and

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- D. the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 6 - INTERPRETATIONS

- 6.01 All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer or Buyer as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Buyer or Engineer.

ARTICLE 7 - BID SECURITY

-NOT USED-

ARTICLE 8 - CONTRACT TIMES

- 8.01 As set forth in the Agreement, Section 00 52 63.

ARTICLE 9 - LIQUIDATED DAMAGES

- 9.01 Provisions for liquidated damages (if any) are set forth in the Agreement, Section 00 52 63.

ARTICLE 10 - "OR EQUAL" ITEMS

- 10.1 The Contract, if awarded, will be on the basis of material and equipment specified or described in the Bidding Documents without consideration of possible "or equal" items. Whenever it is specified or described in the Bidding Documents that an "or equal" item of material or equipment may be furnished or used by Seller if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Seller and consideration by Engineer is set forth in the General Conditions.

ARTICLE 11 - PREPARATION OF BID

- 11.01 The Bid Form and other required Forms for Bid are included in the Bidding Documents. Additional copies may be obtained from Engineer or Buyer.

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- 11.02 All blanks on the Bid Form and required Forms for Bid shall be typed or printed in ink and the Bid signed in ink. A Bid price shall be indicated for each item required in the Bid, or the words "No Bid" or "Not Applicable" entered.
- 11.03 All names must be typed or printed in ink below the signature.
- A. A Bid by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
 - B. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state in which the firm was formed and the official address of the firm shall be shown below the signature.
 - C. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature) accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
 - D. A Bid by an individual shall show the Bidder's name and official address.
- 11.04 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 11.05 The contact, address, telephone number, and email address for communications regarding the Bid shall be shown.
- 11.06 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Point of Destination or covenant to obtain such qualification prior to award of the Contract.

ARTICLE 12 - SUBMITTAL OF BID

- 12.01 Each prospective Bidder is furnished one copy of the full Bidding Documents with one separate, unbound copy of the Forms for Bid. The Forms for Bid as listed in Article 1 above are to be completed and submitted with the Bid Form in the quantity indicated in the Invitation to Bid, Section 00 11 16.
- 12.02 Bids shall be submitted no later than the date and time indicated in the Invitation to Bid, Section 00 11 16, and shall be enclosed in an opaque sealed envelope, plainly marked with the Contract title, the name and address of the Bidder, and shall be accompanied by the Bid Form and Forms for Bid and other required documents. If the Bid is sent through the mail, courier, or other delivery system, the sealed envelope containing the Bid shall

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be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED".

12.03 Bids shall be addressed as indicated in the Invitation to Bid, Section 00 11 16.

ARTICLE 13 - MODIFICATION AND WITHDRAWAL OF BIDS

13.01 A Bid may be modified or withdrawn by a document executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

13.02 If, within 24 hours after Bids are opened, any Bidder files a signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, it may withdraw its Bid. Thereafter, if the Goods and Special Services are re-bid, that Bidder may be disqualified from further bidding on the Goods and Special Services to be furnished under the Contract Documents at the Buyer's option.

ARTICLE 14 - OPENING OF BIDS

14.01 Bids will be opened at the time and place indicated in the Invitation to Bid, Section 00 11 16. Bids will then and there be publicly opened and read aloud unless obviously non-responsive.

ARTICLE 15 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

15.01 All Bids will remain subject to acceptance for 60 days, as stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security (if any) prior to the end of this period.

ARTICLE 16 - BASIS OF BID; COMPARISON OF BIDS

16.01 Bids may be compared on the basis of pricing, delivery time, operating costs, maintenance requirements, performance data and guarantees of Goods and Special Services. Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices and other data, as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award. Buyer will also consider the qualifications of the Bidders.

16.02 Bidder shall submit a Bid as set forth on the Bid Form. Discrepancies between words and figures will be resolved in favor of words.

16.03 The Bid Price will be adjusted for exceptions taken to the days or dates established in the Agreement for delivery of acceptable Goods. The adjustment amount will be determined based upon the rates established for liquidated damages in the Agreement, or other reasonable basis.

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- 16.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder's proposed subcontractors, suppliers, individuals, or entities to furnish parts of the Goods and Special Services in accordance with the Contract Documents.
- 16.05 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods and Special Services shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

ARTICLE 17 - AWARD OF CONTRACT

- 17.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Buyer further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, not to be responsible. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Buyer to make an award to that Bidder. Buyer also reserves the right to waive all informalities not involving price, time, or other material changes to technical or contractual requirements.
- 17.02 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose Bid is in the best interest of Buyer.
- 17.03 If the Contract is to be awarded, Buyer will issue a Notice of Award per Section 00 51 00 to the Successful Bidder within 35 days after Bid opening.

ARTICLE 18 - CONTRACT SECURITY AND INSURANCE

- 18.01 Article 4 of the General Conditions sets forth Buyer's requirements as to performance and payment bonds and insurance. The Successful Bidder shall provide the required bonds and insurance requested in the Notice of Award.

ARTICLE 19 - SIGNING OF AGREEMENT

- 19.01 When Buyer issues a Notice of Award to Successful Bidder, it shall include instructions and conditions for submission of required documents and execution of the Agreement.

ARTICLE 20 - SPECIAL REQUIREMENTS

SUBJECT MATTER	LOCATION OF INFORMATION
Buyer is Sales Tax Exempt	Section 00 72 00, paragraph 5.05

END OF SECTION

BASED ON: EJCDC P-200 Suggested Instructions to Bidders for Procurement Contracts
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- B. If specified, or if in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods and Special Services, Bidder has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of Goods and Special Services.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Point of Destination with the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BASIS OF BID

- 4.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s) including all duties and taxes but excluding Sales Tax.

BID ITEM A - Airport Substation: Furnish one prefabricated 12.47 kV metal-clad switchgear buildings, metal-enclosed bus and spare parts as specified, including Special Services by a manufacturer's field service engineer.	
LUMP SUM BID PRICE Three Hundred Eighty-Five Thousand, Three Hundred Ninety-Four	\$ 385,394.00 net, taxes excluded
Dollars _____ and no ____/100 (Use words)	(Use figures)

BID ITEM B - Alola Substation: Furnish one prefabricated 12.47 kV metal-clad switchgear buildings, metal-enclosed bus and spare parts as specified, including Special Services by a manufacturer's field service engineer.	
LUMP SUM BID PRICE Six Hundred Forty-two thousand, Nine Hundred Twenty-Eight	\$ 642,928.00 net, taxes excluded
Dollars _____ and no ____/100 (Use words)	(Use figures)

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4.02 Price Modifications

Adjustments to the Contract Price will be at the unit prices quoted below including all duties and taxes but excluding Sales Tax.

DESCRIPTION	UNIT	UNIT PRICE
Additional Special Services of a Service Engineer including living expenses.	Per Diem	\$ 1200/8-hr day
Additional transportation, travel time, and out-of-pocket expenses for a Service Engineer at the site.	Per round trip	\$ N/C

4.03 Spare Parts

List recommended spare parts in addition to the required spare parts listed in Section 33 77 35 included in the Lump Sum Bid Price. Additional recommended spare part prices shall be listed below, priced F.O.B. destination:

ITEM	PRICE
None	\$
	\$
	\$
	\$
	\$

(Attach additional sheet, if necessary.)

CONTROL BUILDING ADDITIONAL INFORMATION:

Name of manufacturer: Myers Power Products, Inc.

Method of shipment: Truck

Weight: Alola approx 65,000 lbs; Airport approx 35,000 lbs

Location of nearest field engineering support services: Ontario, CA

Location of manufacturing facility: Ontario, CA

Circuit breaker type and number: Powell

Maximum number of circuit breaker operations at maximum rated short circuit current before maintenance is required: One

Switchgear manufacturer: Myers Power Products, Inc.

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Client No. 004159/Project No. 311251-P3
Issue Date: March 10, 2016

00 41 63-3

BID FORM

Number of shipping segments and weight: One piece shipment

BIDDER shall provide an outline drawing of proposed building.

BIDDER shall provide a complete bill of materials.

Building dimensions shall be:

Alola Substation

Inside Height: 11'

Outside Height: 11'

Inside Width: 38'

Outside Width: 28'

Inside Depth: 14'

Outside Depth: 14'

ARTICLE 5 – TIME OF COMPLETION

5.01. Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement. If the delivery time is less than that set forth in the Agreement, the proposed delivery time is:

Goods:

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are attached to and made a condition of this Bid:

1. Section 00 43 93 Bid Submittal Checklist
2. Section 00 45 05 Proposed Exceptions and Deviations
3. Section 00 45 10 Data and Information Forming Part of the Bid
4. Section 00 45 13 Bidder's Qualifications
5. Section 00 45 19 Non-Collusion Affidavit
6. The Bidder shall furnish with its Proposal a bill of materials that shall be complete and include material descriptions, quantities, weights, manufacturer names, and catalog types. The bill of materials shall be submitted for the Buyer's analysis of bids only and shall not become part of the bound Contract Documents;
7. A general panel and building layout showing the size, shape and location of the equipment;

ARTICLE 7 – DEFINED TERMS

The terms used in this Bid have the meanings indicated in the General Conditions and the Supplementary Conditions. The significance of terms with initial capital letters is described in the General Conditions.

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Client No. 004159/Project No. 311251-P3
Issue Date: March 10, 2016

00 41 63-4

BID FORM

ARTICLE 8 - BID SUBMITTAL

8.01 This Bid submitted by:

A Corporation

Corporation Name: Myers Power Products, Inc.

State of Incorporation: Delaware

Type (General Business, Professional, Service, Limited Liability): Manufacturer

By: [Signature]

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Diana Grootenk

Title: CEO

Attest [Signature] (CORPORATE SEAL)

(Signature of Corporate Secretary)

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Email: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Email: _____

Business address: _____

Phone: _____ Email: _____

Date of Qualification to do business is _____

NAME, PHONE, EMAIL, AND MAILING ADDRESS FOR RECEIPT OF OFFICIAL COMMUNICATIONS:

Patrice Davezan, Quotes-MV@MyersPower.com, 2950 E. Philadelphia St, Ontario, CA 91761

909-923-1800

END OF SECTION

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**SECTION 00 43 93
BID SUBMITTAL CHECKLIST**

PROCUREMENT CONTRACT NO. 311251-P3

**12.47 kV METAL-CLAD SWITCHGEAR BUILDING
ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

**BIDDER CONFIRMS THAT THE FOLLOWING DOCUMENTS ARE FULLY COMPLETED,
INCLUDED IN AND MADE A PART OF ITS BID.**

- ☐ Section 00 41 63 – Bid Form
- ☐ Evidence of ability to meet insurance requirements of the General Conditions
- ☐ Section 00 45 05 – Proposed Exceptions And Deviations
- ☐ Section 00 45 10 – Data and Information Forming Part of the Bid
- ☐ Section 00 45 13 – Bidder's Qualifications
- ☐ Section 00 45 19 – Non-Collusion Affidavit
- ☐ Identify any Attachments below submitted by Bidder that are to be made part of its Bid (list items below or indicate "None")
- ☐ The Bidder shall furnish with its Proposal a bill of materials that shall be complete and include material descriptions, quantities, weights, manufacturer names, and catalog types. The bill of materials shall be submitted for the Buyer's analysis of bids only and shall not become part of the bound Contract Documents;
- ☐ A general panel and building layout showing the size, shape and location of the equipment;
- ☐ Type and Manufacturer of control building: _____

The original and one complete copy marked "Duplicate" of the above have been submitted to the Buyer in accordance with the Instructions to Bidders, Section 00 21 13.

Confirmed by Bidder Myers Power Products, Inc.

END OF SECTION

**SECTION 00 45 05
PROPOSED EXCEPTIONS OR DEVIATIONS**

PROCUREMENT CONTRACT NO. 311251-P3

**12.47 kV METAL-CLAD SWITCHGEAR BUILDING
ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

PROPOSED EXCEPTIONS AND DEVIATIONS MAY ONLY BE SUBMITTED ON THIS FORM AND MAY BE ACCEPTED OR REJECTED UNILATERALLY BY BUYER, IN ITS SOLE DISCRETION.

Each exception and deviation proposed (excluding Priced Options specified in the Bid Form) must be summarized and additively or deductively priced below with specific details attached in accordance with the instructions below. The summary must include a reference to the Section(s) of the Bidding Documents affected by the proposed exception. Bids that do not comply with these requirements for the presentation of exceptions may be considered non responsive and may be rejected at the discretion of the Buyer.

SUMMARY

Description	Price Adjustment Amount (Indicate deductions in parentheses)
Section 2.02 Circuit Breakers - MPP is providing 95kV BIL in lieu	
of 60kV BIL as called for in this section	
Per Drawing 311251AL-702.0 for Alola and 311251-702.0	
for Airport, the M5070120000002X Meters on the bills of	
material is no longer manufactured by Bitronics. MPP is	
proposing replacement meter #M871-200811X w/ Remote	
display D650	

Description	Price Adjustment Amount (Indicate deductions in parentheses)

Presentation of Specific Details of Exceptions and Deviations

1. Describe specific details of exceptions and deviations by referencing the applicable page number, section number, and section title from the Bidding Documents. Include this information directly in "Description" column of table above and/or include a separate attachment referencing it in the "Description" column.
2. Present proposed deletions by setting off in brackets, thus: [delete this language], and present proposed substitute or new language by underlining, thus: substitute this language.
3. Exceptions which are general, which make reference to Seller's standard terms and conditions, or which make reference to Seller's descriptive information as a whole are not acceptable.
4. Each exception or deviation is to be separately priced. Zero may be used.

END OF SECTION

SECTION 00 45 10
DATA AND INFORMATION FORMING PART OF THE BID

PROCUREMENT CONTRACT NO. 311251-P3

12.47 kV METAL-CLAD SWITCHGEAR BUILDING
ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING

- A. Submit certifications or evidence of ability to meet bonding and insurance requirements of the General and Supplementary Conditions.
- B. The following manufacturers are proposed to be employed to furnish components of the Goods:

Name	Address	Type of Components	Percent of Total Cost of Goods
see attached bill of material			

RECOMMENDED SPARE PARTS

Submit a list recommended spare parts in addition to those included the Bid Pricing which may be purchased at Buyer's option. Additional recommended spare part prices shall be listed, priced F.O.B. Point of Destination including all duties and taxes but excluding Sales Tax.

END OF SECTION

**SECTION 00 45 13
BIDDER'S QUALIFICATIONS**

PROCUREMENT CONTRACT NO. 311251-P3

**12.47 kV METAL-CLAD SWITCHGEAR BUILDING
ALOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

THE FOLLOWING STATEMENTS OF EXPERIENCE AND GENERAL QUALIFICATIONS OF BIDDER ARE SUBMITTED AS PART OF THE BID AND BIDDER REPRESENTS AND GUARANTEES THE TRUTHFULNESS AND ACCURACY THEREOF.

- A. Bidder has been in business continuously from the year 1956.
- B. Bidder has had experience in manufacturing equipment comparable to that required by the Contract Documents as a prime manufacturer for over 50 years, as a component manufacturer for _____ years, or as an equipment supplier for over 50 years.
- C. Following is a list of the equipment Bidder has manufactured or supplied which is similar in character and in magnitude to that required by the Contract Documents:

Year	Name	Location	Contract Amount
	See attached Reference List		

D. Field Services Personnel

Bidder shall submit

1. evidence that Bidder maintains and has readily available trained field service personnel who are thoroughly familiar, in detail, with all of the Goods to be furnished and capable of directing any major or minor repair work which may be required on the Goods;
2. locations of trained field service personnel and suitable shop facilities nearest the Project site, capable of repair or replacement of any part of the equipment to be furnished; and
3. evidence that the proposed field service personnel and shop facilities have had experience in the repair of comparable equipment over a period of time to ensure the dependability of the work if the field service personnel or shop facilities are not owned by Bidder or the original manufacturer and are to be maintained by contract.

END OF SECTION

**SECTION 00 45 19
NON-COLLUSION AFFIDAVIT**

I, Diana Grootonk, CEO, being duly sworn depose and under the penalty of perjury say that the following is true:

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.
3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on this Project, and will not be so disclosed either directly or indirectly prior to Bid opening.
4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.
5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.
6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.
7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on this Project.
8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Attest:

Sworn to me this 4th day of

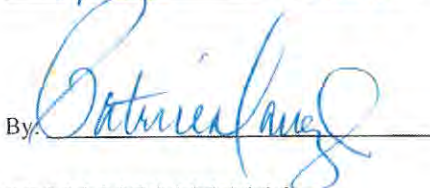
Myers Power Products, Inc.
Company Name


Signature and Company Position

Diana Grootonk, CEO
Type Name Company Position

Date: April 4, 2016

April, 2016

By: 

Client No. 004159/Project No. 311251-P3
Issue Date: March 10, 2016

00 45



NON-COLLUSION AFFIDAVIT

**SECTION 00 51 00
NOTICE OF AWARD**

Dated: _____

Project:	Buyer:	Buyer's Contract No.:
Contract:		Engineer's Project No.:
Bidder:		
Bidder's Address:		

You are notified that your Bid dated ____ *DATE* for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for two 12.47 kV metal clad-switchgear buildings, as specified: one for Alola Substation and one for Airport Substation.

The Total Price of your Contract:

_____ and ____/100 Dollars (\$_____)
(Use words) (Use figures)

*(*Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)*

Three sets of the Contract Documents will be delivered separately after compliance with the following conditions. You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver Insurance Certificates as evidence of insurance coverage required by General Conditions and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle Buyer to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Buyer will provide copies of the Agreement and conformed Contract Documents for execution.

Buyer

By: _____
Authorized Signature

Title

Copy to Engineer

**SECTION 00 52 63
AGREEMENT**

PROCUREMENT CONTRACT NO. 311251-P3

**12.47 kV METAL-CLAD SWITCHGEAR BUILDING
ALOOLA SUBSTATION AND AIRPORT SUBSTATION
CITY OF BANNING**

THIS AGREEMENT between City of Banning (Buyer"), and _____ ("Seller").

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents. The Goods and Special Services to be furnished are generally described in the Summary of Work.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Goods and Special Services to be provided under the Contract Documents may be the whole or only a part is generally described as Alola Substation and Airport Substation.

ARTICLE 3 - ENGINEER

- 3.01 The Contract Documents for the Goods and Special Services have been specified by Leidos Engineering, LLC (Leidos), who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the furnishing of Goods and Special Services.

ARTICLE 4 - POINT OF DESTINATION

- 4.01 The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as:

Alola Substation, located in the 500 block of East Livingston Street Banning, CA 92220
Airport Substation, located in the 1900 block of East Westward Avenue, Banning, CA 92220

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ARTICLE 5 - CONTRACT TIMES

5.01 *Time of the Essence*

- A. All time limits for Milestones, if any, the delivery of Goods and the furnishing of Special Services as stated in the Contract Documents are of the essence of the Contract.

5.02 *Days for Submittal of Shop Drawings*

- A. All Shop Drawings and Samples required by the Contract Documents will be submitted to Buyer for Engineer's review and approval within 30 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions.

5.03 *Date for Delivery of Goods*

- A. The Goods are to be delivered to the Points of Destination and ready for Buyer's receipt of delivery set forth in the Summary of Work Process Schedule, Section 01 11 00.

5.04 *Days for Furnishing Special Services*

- A. The furnishing of Special Services to Buyer will commence within 15 days after Buyer's written notice to Seller following Buyer's receipt of delivery of the Goods, and shall be completed within 30 days thereafter. Such notice will be given no later than 60 days after Buyer's receipt of delivery.

5.05 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.03 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.03. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages **for delay** (but not as a penalty) Seller shall pay Buyer \$300 for each day that expires after the time specified in Paragraph 5.03 for delivery of acceptable Goods.

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ARTICLE 6 - CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current U.S. funds as follows:

_____ and _____/100 Dollars (\$_____)
(Use words) (Use figures)

ARTICLE 7 - PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payments*

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 *Progress Payments*

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:
1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.01.A.2 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to **90-percent** of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with paragraph 10.06 of the General Conditions, Buyer shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 8 - INTEREST

- 8.01 All monies not paid when due, as provided in Article 10 of the General Conditions, shall bear interest at the rate of 5-percent per annum.

ARTICLE 9 - SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

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- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
 - Notice of Award
 - This Agreement
 - Documentation submitted by Seller prior to Notice of Award (including portions of Seller's Bid)
 - Insurance Certificate or other Evidence
 - General and Supplementary Conditions
 - Specifications as listed in the table of contents
 - The following which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto.
 - Notice to Proceed
 - Written Amendment(s)
 - Change Order(s)
 - Field Order(s)
 - Engineer's Written Interpretation(s)

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- B. The documents listed in 10.01.A are attached to this Agreement (except as expressly noted otherwise above.)
- C. There are no Contract Documents other than those listed in this Article 10.
- D. The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 - MISCELLANEOUS

11.01 *Defined Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

11.02 *Assignment*

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in duplicate. One counterpart each has been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____ (Date)

Buyer: _____ Seller: _____

By: _____ By: _____
[Corporate Seal] [Corporate Seal]

Attest: _____ Attest: _____

Address for giving notice: Address for giving notice:

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Agent for service of process:

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____ Name: _____

Title: _____ Title: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Facsimile: _____ Facsimile: _____

Email: _____ Email: _____

END OF SECTION

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SHOP DRAWING TRANSMITTAL

[illegible]

Seller's Application For Payment No.

	Application Period:	Application Date:
To (Buyer):	From (Seller):	Via (Engineer)
Project:	Contract:	
Buyer's Contract No.:	Seller's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
		1. ORIGINAL CONTRACT PRICE..... \$
		2. Net change by Change Orders..... \$
		3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$
		4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) \$
		5. RETAINAGE:
		a. % x \$ Goods..... \$
		b. % x \$ Special Services..... \$
		c. Total Retainage (Line 5a + Line 5b) \$
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$
TOTALS		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$
		8. AMOUNT DUE THIS APPLICATION..... \$
NET CHANGE BY		9. BALANCE TO FINISH, PLUS RETAINAGE
CHANGE ORDERS		(Column G on Progress Estimate + Line 5 above) \$

SELLER'S CERTIFICATION

The undersigned Seller certifies that: (1) all previous progress payments received from Buyer on account of Goods and Special Services under the Contract have been applied on account to discharge Seller's legitimate obligations incurred in connection with work covered by prior Applications for Payment; (2) title of Goods and Special Services or otherwise listed in or covered by this Application for Payment will pass to Buyer at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Buyer indemnifying Buyer against any such Liens, security interest or encumbrances); and (3) all Goods and Special Services covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is recommended by:

Payment of:

is approved by:

Approved by:

Date:

Funding Agency (if applicable)

Form P-00 62 76

**REQUEST FOR
INTERPRETATION/INFORMATION**

RFI #: _____ ☐ Attachment

To: _____

From: _____

Attn: _____

Issue Date: _____

Project: _____

Required Reply Date: _____

DISTRIBUTION:

Seller

Engineer

Buyer

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

REFERENCES:

- Specifications: _____ Section: _____ Page/Paragraph: _____
- Drawings: _____ Issue Date: _____ Detail/Sections: _____
- Work Area: _____ Grid/Level: _____

RFI DESCRIPTION:

From: _____ Tel No: _____ Fax: No: _____

Initial: _____ E-mail: _____

RFI REPLY:

Possible Cost Effect Yes: ☐ No: ☐

Possible Schedule Effect Yes: ☐ No: ☐

From: _____ Reply Date: _____ xc: _____

Initial: _____

CHANGE REQUEST (Design Changes/Deviations/Or-Equals/Substitutions)

CR NO. _____
DATE _____

Project:

Request Initiated by:

- ☐ Seller
☐ Buyer
☐ Engineer

Impact to Contract Price expected ☐
Impact to Contract Time expected ☐
Change Orders will be processed separately

Request submitted as (format): _____

Description of Change (☐ documentation attached)

Reason for Change

Response: ☐ This constitutes a Written Amendment to the Agreement.

Review of the proposed change/deviation/or-equal/substitution by Engineer is for general compatibility with the design concept of the Project and does not extend to design data which is peculiarly within the special expertise of Seller, nor does it extend to means, methods, sequences, or procedures of construction or to issues of safety incident thereto. This review shall not relieve the Seller from its responsibility for full compliance with the requirements specified and to determine and verify the information contained therein.

<p>Recommended By Engineer for Acceptance (subject to above comments if any)</p> <p><input type="checkbox"/> recommended for processing and approval under a separate Change Order</p> <p>NAME: _____</p> <p>_____ <i>Signature</i> <i>Date</i></p>	<p><input type="checkbox"/> Approved by Buyer (no schedule or cost impact)</p> <p><input type="checkbox"/> Acknowledged by Buyer – to be processed and approved under a separate Change Order</p> <p>NAME: _____</p> <p>_____ <i>Signature</i> <i>Date</i></p>
<p>Approved by Seller</p> <p><input type="checkbox"/> Change Order to be requested</p> <p>NAME: _____</p> <p>_____ <i>Signature</i> <i>Date</i></p>	

Change Order No. _____

Date of Issuance:		Effective Date:
Project:	Buyer:	Buyer's Contract No.:
Contract:		Date of Contract:
Seller:		Engineer's Project No.:
The Contract Documents are modified as follows upon execution of this Change Order: Description:		
Attachments: (List documents supporting change):		

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. ## to No. ##: \$	[Increase] [Decrease] from previously approved Change Orders No. ## to No. ##: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: \$	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
[Increase] [Decrease] of this Change Order: \$	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: \$	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Buyer (Authorized Signature)

By: _____
Seller (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Change Request must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Seller, or requests from Buyer, or both.

Once Engineer has completed and signed the form, all copies should be sent to Buyer or Seller for approval, depending on whether the Change Order is a true order to the Seller or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.
This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SECTION 00 72 00

STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE
and

Issued and Published Jointly By



**AMERICAN CONSULTING
ENGINEERS COUNCIL**



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Professional Engineers®**

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of Civil Engineers*

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AMERICAN CONSULTING ENGINEERS COUNCIL

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The Associated General Contractors of America



and the

Construction Specifications Institute



EJCDC No. P-700 (2000 Edition)

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00 72 00-1

These Standard General Conditions For Procurement Contracts have been prepared for use with the Suggested Instructions to Bidders For Procurement Contracts (EJCDC No. P-200 2000 Edition), the Suggested Form of Agreement Between Buyer and Seller For Procurement Contracts (EJCDC No. P-520, 2000 Edition), and the Guide to Preparation of Supplementary Conditions For Procurement Contracts (EJCDC No. P-800, 2000 Edition). Their provisions are interrelated and a change in one may necessitate a change in the others. Additional information concerning the use of the EJCDC Procurement Documents may be found in the Commentary on Procurement Documents (EJCDC No. P-001).

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1015 - 15th Street N.W., Washington, D.C. 20005

American Society of Civil Engineers
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EJCDC STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Those written or graphic instruments issued prior to the opening of Bids in accordance with the Bidding Requirements which clarify or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.

3. *Application for Payment*--The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*--An offer or proposal submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.

5. *Bidder*--A person who submits a Bid directly to Buyer.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Form of Bid security, if any, and Bid Form with any supplements.

8. *Buyer*--The person or public entity purchasing the Goods and Special Services.

9. *Change Order*--A document recommended by Engineer which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract

Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A written demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract.

11. *Contract*--The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--Those items listed in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Files in electronic media format of text, data, graphics, and the like are not Contract Documents, and may not be relied on by Seller. Approved Shop Drawings and other Seller's submittals are not Contract Documents.

13. *Contract Price*--The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.

14. *Contract Times*--The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.

15. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, intent, and character of the Goods and Special Services to be furnished by Seller.

16. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the 2 parties to sign and deliver.

17. *Engineer*--The person designated as such in the Agreement.

18. *Field Order*--A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times. Also referred to as a "Change Request".

19. *General Requirements*--Sections of Division 1 of the Specifications. The General

Requirements pertain to all sections of the Specifications.

20. *Goods*--The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.

21. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

22. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.

23. *Notice of Award*--The written notice by Buyer to the apparent Successful Bidder stating that upon timely compliance by the apparent Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.

24. *Notice to Proceed*--A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.

25. *Point of Destination*--The specific address of the location where delivery of the Goods shall be made as stated in the Agreement.

26. *Project*--The total undertaking of which the Goods and Special Services to be provided under the Contract are a part.

27. *Project Manual*--The bound documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

28. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and which establish the standards by which such portion of the Goods or Special Services will be judged.

29. *Seller*--The person furnishing the Goods and Special Services.

30. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods or Special Services.

31. *Special Services*--Services associated with the Goods to be furnished by Seller as required by the Contract Documents, under the supervision and direction of Buyer or Buyer's construction contractor under a separate contract to perform the installation or construction for which the Goods under this Contract are being furnished.

32. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative details applicable thereto.

33. *Successful Bidder*--The lowest responsible Bidder submitting a responsive Bid, to whom Buyer makes an award.

34. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions identified herein by double-underlined text for additions and struck out text for deletions. Additional Supplements may be included in Section 00 73 00.

35. *Written Amendment*--A written statement modifying the Contract Documents, signed by Buyer and Seller on or after the Effective Date of the Agreement and normally dealing with the administrative aspects of the Contract Documents.

36. *Warranty Period*--referred to as "Correction Period" per paragraph 8.03.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods or Special Services. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Goods or Special Services for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or

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adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.

2. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

3. The word "non-conforming" when modifying the words "Goods" or "Special Services" refers to Goods or Special Services that fail to conform to the Contract Documents.

4. The word "receipt" when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.

B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When Seller delivers the executed Agreements to Buyer, Seller also shall deliver such bonds as Seller may be required to furnish.

2.02 Copies of Documents

A. Buyer shall furnish Seller up to 5 copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Designated Representatives

A. Buyer and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.05 Before Starting Fabrication/Assembly of Goods

A. *Seller's Review of Contract Documents:* Before commencing performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent requirements therein and, if specified, all applicable field measurements. Seller shall promptly report in writing to Buyer and Engineer any conflict, error, ambiguity or discrepancy which Seller may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any work affected thereby.

2.06 Progress Schedule

A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.

B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor. Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.07 Preliminary Conference

A. Within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A., procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND AMENDING

3.01 Intent

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided, whether or not specifically called for, at no additional cost to Buyer.

C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

D. The Specifications are directed to Seller unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases of sections within these divisions.

3.02 Laws and Regulations, Standards, Specifications and Codes

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies:* If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract

Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Contract or of any standard, specification, manual or code, or of any instruction of any supplier, Seller shall promptly report it to Buyer in writing for Engineer's review. Seller shall not proceed with the furnishing of the Goods or Special Services affected thereby until an amendment to or clarification of the Contract Documents has been issued. Seller shall not be liable to Buyer or Engineer for failure to report any such conflict, error, ambiguity, or discrepancy unless Seller knew or reasonably should have known thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Clarifying Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods or Special Services or to modify the terms and conditions thereof by a Written Amendment or a Change Order.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods or Special Services not affecting Contract Price or Contract Times may be authorized, by one or more of the following ways: 1) a Field Order; 2) Engineer's approval of a Shop Drawing pursuant to Paragraph 5.06.D.2; or 3) Engineer's written interpretation or clarification.

ARTICLE 4 - BONDS AND INSURANCE

4.01 Bonds

A. Seller shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price, to Buyer. The bonds shall be delivered in accordance with Paragraph 2.01 and shall remain in effect at

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least 1 year after the date final payment is due, except as provided otherwise by Laws or Regulations.

B. The bonds shall be issued in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations and shall be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on a bond is declared bankrupt or becomes insolvent or its right to do business is terminated in the state where the Project is located or it ceases to meet the requirements of Paragraph 4.01.B, Seller shall provide another bond and surety which comply with those requirements within 20 days, at Seller's expense.

4.02 Insurance

A. Seller shall provide insurance of the types and coverages and in the amounts stipulated below, in the Supplementary Conditions.

B. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Contract Documents, whether the furnishing of Goods or Special Services, or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods or Special Services, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such

person by Seller, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

C. The policies of insurance so required by this Paragraph 4.02 to be purchased and maintained shall:

1. with respect to insurance required by Paragraphs 4.02.B.3 through 4.02.B.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, their consultants, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds using ISO Endorsement CG2032 0798 or equivalent, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 5.09 and 12.02.

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Buyer and Seller and to each other additional insured identified to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Seller pursuant to Paragraph 4.02.E will so provide);

6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraphs 8.02 and 8.03; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least 2 years

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after final payment (and Seller shall furnish Buyer and each other additional insured identified herein, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and 1 year thereafter).

D. The limits of liability for the insurance required by Paragraph 4.02.B shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 4.02.B.1 and B.2:

<u>State</u>	<u>Statutory</u>
<u>Applicable Federal</u>	<u>Statutory</u>
<u>Employer's Liability</u>	<u>\$1,000,000</u>

2. Seller's Commercial General Liability under Paragraphs 4.02.B.3 through B.6 which shall include Bodily Injury and Death, Property Damage, Contractual Liability, (including Explosion, Collapse and Underground Coverages and Products Liability and Completed Operations Liability coverages) and eliminate the exclusion with respect to property under the care, custody and control of Seller.

\$3,000,000

3. Automobile Liability under Paragraph 4.02.B.6 \$3,000,000

E. Seller shall deliver to Buyer, with copies to each additional insured identified, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

F. If Buyer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained on the basis of non-conformance with the Contract Documents, Buyer shall notify Seller in writing within 10 days after receipt of the certificates required by Paragraph 4.02.E. Seller shall provide such additional information in respect to insurance as Buyer shall reasonably request.

ARTICLE 5 - SELLER'S RESPONSIBILITIES

5.01 Supervision and Superintendence

A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures used in performing its obligations. Seller shall be responsible to see that the completed Goods and Special Services conform to the Contract Documents.

5.02 Labor, Materials and Equipment

A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.

B. All equipment, products and material incorporated into the Goods shall be as specified, or if not specified, shall be new, of good quality and stored, protected, assembled, used, connected, applied, cleaned and conditioned in accordance with the original manufacturer's instructions, except as otherwise may be provided in the Contract Documents.

5.03 Compliance with Laws and Regulations, Standards, Specifications and Codes

A. Seller shall comply with all Laws and Regulations applicable to the furnishing of the Goods and Special Services.

5.04 Or Equals

A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.

1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.

2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; and 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; and

b. Seller certifies that: 1) there is no increase in any cost including capital, installation or operating

to Buyer; and 2) the proposed item will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of acceptability. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any ~~negative~~ determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.

C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data:* Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

5.05 Taxes

A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. All taxes are included in the Contract Price. Buyer is a public entity exempt from sales tax and will provide the required exemption certificate and number to the Seller. Seller shall pay all other taxes and duties required to be paid by in accordance with the Laws and Regulations.

5.06 Shop Drawings and Samples

A. Seller shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.

B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:

a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and

b. that all materials are suitable with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.

2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.

3. Each submittal shall include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.

4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples.

2. Engineer's approval of Shop Drawings or Samples will be subject to the standard of Paragraph 1.02.A.1. Such review and approval will not extend to design data reflected in Shop Drawings which is peculiarly within the special expertise of Seller or any party dealing directly with Seller. Review for conformance with design concepts and compliance with Contract Documents does not require Engineer to review features related to construction or all dimensions, quantities and other data. Seller shall not rely on Engineer's approval as a verification or check of all such items in the submittal or of satisfactory and safe installation and construction. Engineer's approval will not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has in writing called Engineer's attention to each

such variation at the time of each submittal as required by Paragraph 5.06.C.1 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval.

E. Resubmittal Procedures

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

2. It is expected that only 1 resubmittal of any Shop Drawing or Sample will be required to satisfactorily revise the original submittal. Charges for extra work incurred by Buyer, including but not limited to work by Engineer to review more than 1 re-submittal may be deducted by Buyer from amounts payable to Seller.

5.07 Continuing Performance

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A. and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.

B. Seller shall carry on the work and adhere to the progress schedule during all disputes or disagreements with Buyer. No work shall be delayed or postponed pending resolution of any disputes or disagreements.

5.08 Seller's Warranties and Guarantees

A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance.

B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents, including any Samples approved by Engineer, and the Goods will be without defect, damage or malfunction and of merchantable quality. Engineer shall be entitled to rely on representation of Seller's warranty and guarantee.

C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification or improper maintenance or operation by persons other than Seller, or

2. normal wear and tear under normal usage.

D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods or Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:

1. observations by Buyer or Engineer;

2. recommendation by Engineer or payment by Buyer of any progress or final payment;

3. use of the Goods by Buyer;

4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;

5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;

6. any inspection, test or approval by others; or

7. any correction of non-conforming Goods or Special Services by Buyer.

E. Buyer shall within a reasonable time notify Seller of any breach of Seller's warranties or guarantees. If Buyer receives notice of a suit or claim as a result of such breach, Buyer also may give Seller notice in writing to defend such suit or claim. If Seller fails to defend such suit or claim, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit.

5.09 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, shareholders, partners, employees, agents, consultants, contractors and subcontractors from any and all claims, costs, losses, and demands or judgments for damages for claims (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to a negligent act or omission or the breach of any obligation under this Contract by Seller, or its officers,

directors, shareholders, partners, employees, agents, consultants, contractors or subcontractors, or anyone for whom Seller is responsible, provided that any such claim, cost, loss, or damage;

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods or Special Services themselves), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of Seller or any individual or entity directly or indirectly employed to furnish any of the Goods or Special Services or anyone for whose acts Seller may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. The indemnification obligations of Seller under paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 6 - SHIPPING AND DELIVERY

6.01 Shipping

A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery. Goods shall be packed, transported, and handled in accordance with manufacturer's instructions.

6.02 Delivery

A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.

B. Seller shall provide written notice to Buyer at least 15 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also

include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated hour of delivery.

C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.

D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times set forth in the Agreement, or another date agreed by Buyer and Seller.

E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 Risk of Loss

A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.

B. Notwithstanding the provisions of Paragraph 6.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods.

ARTICLE 7 - CHANGES: SCHEDULE AND DELAY

7.01 Changes in the Goods and Special Services

A. Buyer may at any time, without notice to any surety, make changes in the Contract Documents within the general scope of the Contract.

B. If any such change or action by Buyer affects the Contract Price or Contract Times, Seller shall notify Buyer within 15 days after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Buyer within 45 days after such occurrence. If Seller fails to do so, Seller waives any Claim for such adjustment.

C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments.

7.02 Changes in Laws and Regulations

A. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of furnishing the Goods and Special Services shall be the subject of an adjustment in Contract Price or

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Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.A.

7.03 Changing Contract Price or Contract Times

A. The Contract Price or Contract Times may only be changed by:

1. a Change Order;
2. a Written Amendment; or
3. a written unilateral order of Buyer, in which case Seller shall be entitled to an equitable adjustment in Contract Price or Contract Times for any reasonable and necessary costs or delays incurred by Seller to accommodate such a change.

B. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include fire, floods, epidemics, abnormal weather conditions, acts of God, acts of war, acts of terrorism, and directions by government authority and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of the beginning of the event causing the delay, stating the reason therefor.

C. Contract Times will not be modified for delays within the control of Seller, including labor strife, transportation shortages or delays at Seller's facilities. Delays attributable to and within the control of Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller.

D. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.

E. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, acts of war, acts of terrorism, and direction by government authority and other like matters.

ARTICLE 8 - BUYER'S RIGHTS

8.01 Inspections and Testing

A. General

1. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.

2. Seller shall bear all expenses, except for travel, lodging and subsistence expenses of Buyer's representatives, for inspections and tests at Seller's facility, but Buyer shall be entitled to reimbursement from Seller of travel, lodging and subsistence expenses of Buyer's representatives if the Goods are non-conforming.

3. Buyer shall be entitled to reimbursement from Seller for Buyer's expenses for re-inspection or re-testing if, on the basis of an initial inspection or testing, the Goods are determined to be non-conforming.

4. Seller shall provide Buyer 30 days written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.

5. Buyer will give Seller timely notice of all specified tests, inspections and approvals of the Goods which are to be conducted at the Point of Destination.

6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of said inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. Inspection on Delivery

1. Buyer or Engineer will inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such inspection will not be construed as final or as receipt of any Goods and

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Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2. Within 10 days of such inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming.

3. If, on the basis of the inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as intended, Buyer or Engineer will make a final inspection.

2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.

3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 Non-Conforming Goods or Special Services

A. If, on the basis of inspections and testing prior to delivery, the Goods appear to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Buyer determines that the Goods are non-conforming, Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods, or, if rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. Buyer's Rejection of Non-Conforming Goods

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.

2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.

3. Upon rejection of the Goods, Buyer retains a security interest in the Goods or to the extent of any payments made and expenses incurred in their testing and inspection.

C. Remedying Non-Conforming Goods or Special Services

1. If Buyer elects to permit the Seller to modify the Goods to remove the non-conformance, Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer. If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

D. Buyer's Acceptance of Non-Conforming Goods

1. Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods as provided in Paragraph 8.02.E.

E. Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods or Special Services, including the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, or the obtaining of conforming Special Services from others.

8.03 Correction Period

A. Seller's responsibility for correcting all non-conformities in the Goods will extend for a period of 1 year after the earlier of the date on which Buyer has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by Laws

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or Regulations or by the terms of any specific provisions of the Contract Documents.

ARTICLE 9 - ROLE OF ENGINEER

9.01 Duties and Responsibilities

A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.02 Clarifications and Interpretations

A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Buyer and Seller. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.03 Authorized Variations

A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) issuance of approved Shop Drawings when such change or deviation was duly noted by Seller as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.04 Rejecting Non-Conforming Goods and Special Services

A. Engineer will have the authority to disapprove or reject Goods or Special Services which Engineer believes to be non-conforming.

9.05 Decisions on Requirements of Contract Documents

A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph.

B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant

to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.06 Claims and Disputes

A. *Notice:* Written notice of each Claim, dispute or other matter relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.

B. *Engineer's Decision:* Engineer will render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. Engineer's written decision on such Claim, or dispute, or other matter will be final and binding upon Buyer and Seller unless:

1. an appeal from Engineer's decision is made within the time limits and in accordance with the dispute resolution procedures set forth in Article 13, or

~~2. if no such dispute resolution procedures have been set forth, a written notice of intention to appeal is delivered by Buyer or Seller to the other and to Engineer within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision (unless otherwise agreed to in writing by Buyer and Seller), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.~~

C. If Engineer does not render a formal decision in writing within the time stated in Paragraph 9.06.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

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D. Engineer will have no responsibility or authority:

1. to direct Seller's means, methods, techniques, sequences or procedures for furnishing the Goods or Special Services or for safety precautions and programs incident thereto.

2. to inspect, observe, approve or verify compliance of any maintenance, operation or safety practices or procedures related to furnishing the Goods and Special Services.

3. to perform any construction operations at the Project site or provide construction site security with its personnel.

4. to order changes in the Goods or Special Services which will result in changes to Contract Price or Times.

5. to suspend all or any portion of Seller's operations.

6. to terminate all or any portion of the Agreement.

7. to make final acceptance of all or any portion of the Goods and Special Services, or

8. to operate or maintain any portion of the Goods.

ARTICLE 10 - PAYMENT

10.01 Applications for Progress Payments

A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.

~~1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents~~

2. The ~~second~~ first Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice or other documentation satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods

from Seller and that the Goods are free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 Review of Applications for Progress Payments

A. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.

1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended; and

2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.

3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Buyer from loss because the Contract Price has been reduced, Goods are

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found to be non-conforming, or Seller has failed to furnish acceptable Special Services.

10.03 Amount and Timing of Progress Payments

A. Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

10.04 Suspension of or Reduction in Payment

A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:

1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents,
2. Buyer has requested in writing assurances from Seller that the Goods or Special Services will be delivered or furnished in accordance with the Contract Documents, and Seller has failed to provide adequate assurances within 10 days of Buyer's written request.

B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

10.05 Final Application for Payment

A. After Seller has corrected all non-conformities to the satisfaction of Buyer and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, including those specified in Section 01.33.00, Engineer will issue to Buyer and Seller a notice of acceptability. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled claims and such other data and information as Buyer or Engineer may reasonably require.

10.06 Final Payment

A. If, on the basis of the review of the final Application for Payment and accompanying documentation, Engineer is satisfied that the Goods and Special Services have been furnished in accordance with the Contract Documents, and that Seller's other obligations under the Contract Documents have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Buyer. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer.

10.07 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens and Claims, from non-conformities in the Goods or Special Services appearing after final payment, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Seller against Buyer other than those previously made in accordance with the requirements herein and expressly noted in writing by Seller as still unsettled in its final Application for Payment.

ARTICLE 11 - CANCELLATION, SUSPENSION, AND TERMINATION

11.01 Cancellation

A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:

1. Buyer shall pay Seller for Goods, specially manufactured for the Project, plus any documented reasonable direct and indirect costs incurred by Seller in producing such Goods not recovered by payment for the reasonable value of the Goods.

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2. For Goods which are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 Suspension of Performance by Buyer

A. Buyer has the right to suspend performance of the Contract, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

11.03 Suspension of Performance by Seller

A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract. ("Reasonable grounds" shall not include a pending dispute or disagreement with Buyer) and,

2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within 10 days of Seller's written request.

11.04 Breach and Termination

A. Buyer's Breach

1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:

- a. wrongful rejection or revocation of Buyer's acceptance of the Goods,
- b. failure to make payments in accordance with the Contract Documents, or
- c. wrongful repudiation of the Contract.

2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.

a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure the alleged breach.

B. Seller's Breach

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:

- a. failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,
- b. wrongful repudiation of the Contract, or
- c. delivery or furnishing of non-conforming Goods or Special Services.

2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure the alleged breach.

b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 - LICENSES AND FEES

12.01 Intellectual Property and License Fees

A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.

B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 Seller's Infringement

A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods delivered hereunder.

B. In the event of suit or threat of suit for intellectual property infringement, Buyer will notify Seller within a reasonable time of receiving notice thereof.

C. Upon written demand from Buyer, Seller shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.

1. If Seller fails to defend such suit or claim after written demand by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.

2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written demand by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.

D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

12.03 Buyer's Infringement

A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).

B. In the event of suit or threat of suit for intellectual property infringement, Seller must within a reasonable time after receiving notice thereof notify Buyer.

C. Upon written demand from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.

1. If Buyer fails to defend such suit or claim after written demand by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.

2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written demand by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 Reuse of Documents

A. Neither Seller nor any other person furnishing any of the Goods or Special Services under a direct or indirect contract with Seller shall: (1) acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions; or (2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer. This prohibition will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

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ARTICLE 13 - DISPUTE RESOLUTION

13.01 Dispute Resolution Method

A. Disputes between Buyer and Seller will be resolved by i) Engineer's review and judgment as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of Paragraphs 9.05 and 9.06, Buyer and Seller may exercise such rights or remedies as they have under Controlling Law; ii) senior management mediation; iii) formal mediation; and iv) arbitration, as set forth below.

B. If an Engineer's decision is appealed in accordance with Paragraph 9.06, the Buyer and Seller shall then attempt to resolve the dispute directly. If the Buyer and Seller are unable to resolve such dispute within 15 days, unless such time period is extended by agreement of both parties, the dispute shall be submitted to the senior management of the both the Buyer and Seller for resolution.

13.02 Mediation

A. If any dispute cannot be resolved by senior management after 15 days, Buyer and Seller agree that they shall submit any and all unsettled Claims or counterclaims, disputes, or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof to mediation by the American Arbitration Association under the Construction Industry Mediation Rules prior to either of them initiating against the other a demand for arbitration pursuant to Paragraph 13.03, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The 30 day time limit within which to file a demand for arbitration as provided in Paragraphs 13.03.B and 13.03.C shall be suspended with respect to a dispute submitted to mediation within that time limit and shall remain suspended until 10 days after the termination of the mediation as determined by the mediator in writing. The mediator of any dispute submitted to mediation under this agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

13.03 Arbitration

A. All Claims or counterclaims, disputes, or other matters in question between Buyer and Seller arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 10.07) not resolved under the provisions of Paragraph 13.02 will be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, subject to the conditions and limitations of this Paragraph. This agreement to arbitrate and any other agreement or consent to

arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. No demand for arbitration of any Claim or counterclaim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with Paragraph 9.05 will be made until the earlier of: (i) the date on which Engineer has rendered a written decision, or (ii) the 31st day after the parties have presented their final evidence to Engineer if a written decision has not been rendered by Engineer before that date. Subject to the provisions of Paragraph 13.02.A, no demand for arbitration of any such Claim or counterclaim, dispute, or other matter will be made later than 30 days after the date on which Engineer has rendered a written decision in respect thereof in accordance with Paragraph 9.06; and the failure to demand arbitration within said 30 day period will result in Engineer's decision being final and binding upon Buyer and Seller. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

C. Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30 day period specified in Paragraph 13.03.B, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statute of limitations.

D. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

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E. The award rendered by the arbitrator shall be in writing and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

F. The award will be consistent with the agreement of the parties and final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Goods or Special Services and termination or completion of the Agreement.

END OF SECTION

ARTICLE 14 - MISCELLANEOUS

14.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 Controlling Law

A. This Contract is to be governed by the law of the state in which the Point of Destination is located.

14.03 Computation of Time

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.04 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

14.05 Survival of Obligations

A. All representations, indemnifications, warranties and guarantees made in, required by, or given in

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**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Goods and Special Services
- B. Work by Buyer
- C. Process Schedule

1.02 DESCRIPTION OF GOODS AND SPECIAL SERVICES

- A. Design, manufacture, and factory test two 12.47 kV Prefabricated Metal-Clad Switchgear Buildings with spare parts.

1.03 WORK BY BUYER

- A. Buyer will furnish a construction contractor under a separate contract to perform the installation or construction for which the Goods under this Contract are being furnished for the following:
 - 1. Site preparation
 - 2. Foundation construction
 - 3. Substation erection
 - 4. Substation final testing and energization

1.04 PROCESS SCHEDULE

PROCESS SCHEDULE		
Buyer reserves the right to adjust the schedule as it deems necessary		
Order	Event	Date
1	RFB Available to Vendors	March 10, 2016
2	Bid Due Date	April 5, 2016
3	Anticipated decision and selection of Vendor(s)	April 27, 2016
4	Term of awarded contract	April 27, 2016
5	Product Delivery deadline	Through warranty term
		November 23, 2016
		Airport Substation
		April 11, 2017
		Alola Substation

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 33 00
SUBMITTAL PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal Procedures
- B. Shop Drawings and Samples
- C. Operation and Maintenance Manual(s)
- D. Project Record Documents

1.02 SUBMITTAL PROCEDURES

- A. Attach a completed Transmittal Form to each group of documents submitted, using a sufficient number of transmittal forms so that:
 - 1. Items on a single transmittal form pertain to the same section of the Contract Documents; and
 - 2. Items on a single transmittal form are either original submittals or the same number resubmittal.
- B. Schedule submittals to expedite furnishing the Goods and Special Services and coordinate submission of related items. Deliver each submittal to Engineer with copy to Buyer at following addresses
 - 1. Address correspondence to Engineer as follows:


Leidos Engineering, LLC
131 Saundersville Road, Suite 300, Hendersonville, TN 37075
Attention: Adam Stevenson, Project Manager
Phone: (615) 431-3224 Email: adam.w.stevenson@leidos.com
 - 2. Address correspondence to Buyer as follows:

City of Banning
99 E. Ramsey Street, Banning, CA 92220
Attention: Brandon Robinson
Phone: (951) 922-3263 Email: brobinson@ci.banning.ca.us
- C. Submit items on sheet size of not less than 8-1/2 by 11 inches and not more than 24 by 36 inches. Provide space for Seller and Engineer review stamps.
- D. Number each submittal item consecutively and insert the number in the space provided on the transmittal form. Assign resubmitted items the same submittal item number as the original with a suffix of a sequential letter to indicate it is a resubmitted item. For example, the first resubmittal of submittal item 25 would be number 25A.

- E. Submittals which are not transmitted using a fully completed transmittal form may be returned along with items not reviewed and will be counted as a submittal in accordance with the General Conditions.
- F. Revise and resubmit items as required. Identify all changes made since previous submittal. Distribute copies of reviewed submittal items to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.03 SHOP DRAWINGS AND SAMPLES

- A. Submit in accordance with paragraph 5.06 of the General Conditions.
- B. Submission of any Shop Drawing or Sample bearing Seller's approval shall constitute a representation to Buyer and Engineer that the requirements of paragraph 5.06.C the General Conditions has been fulfilled.
- C. Submit the following quantities:
 - 1. Shop drawings - One electronic copy (in PDF format) and two 11x17 paper copies including pre-printed manufacturers' data, brochures, suppliers' information, testing reports, certifications, and manufacturer's installation and testing instructions.
 - 2. Samples – two of each item required for evaluation
- D. Identify variations from Contract Documents in accordance with paragraph 5.06 C.4 of the General Conditions.
- E. Engineer will complete review in accordance with paragraph 5.06.D of the General Conditions and will return reviewed items to Seller with the following provided for each item submitted:

SUBMITTAL REVIEW BY ENGINEER		
PROJECT		
SUBMITTAL NO.		
Review of this shop drawing/submittal by Engineer is for general conformance with the requirements specified and compatibility with the design concept of the completed project. This review does not extend to means, methods, sequences, or procedures of construction (except where specifically called for in the specified requirements) or to issues of safety incident thereto. This review shall not relieve the contractor from its responsibility for full compliance with the requirements specified and to determine and verify the information contained therein. Provide final disposition of the comments made prior to issuance for fabrication or construction.		
ACTION:		
<input type="checkbox"/> Approved <input type="checkbox"/> Approved, but <u>make corrections noted</u> (no resubmittal required) <input type="checkbox"/> Revise and Resubmit (see comments) <input type="checkbox"/> None <input type="checkbox"/> Not Required <input type="checkbox"/> Information Only		
REVIEWED BY:		Date:

Where:

"Approved" indicates submittal has been reviewed and appears to be in conformance with requirements of the Contract Documents. Proceed as shown on the submittal.

"Approved, but make corrections noted" indicates submittal appears to be in conformance with requirements of the Contract Documents. Incorporate the corrections noted and proceed as shown on the submittal. No resubmittal is required.

"Revise and Resubmit" indicates submittal does not appear to be in conformance with the Contract Documents. Engineer's comments will be noted on the submittal or in a separate, cross-referenced document. Re-check, make necessary revisions and resubmit in accordance with **paragraph 5.06.E of the General Conditions**.

"None – Not Required or Information Only" indicates that the submittal is not called for by the Contract Documents and that Engineer has not reviewed the material.

- F. Submit "Or Equal" items in accordance with paragraph 5.04 of the General Conditions.

1.04 OPERATION, MAINTENANCE AND INSTALLATION MANUAL(S)

- A. Submit one draft copy of complete Operation, Maintenance and Installation Manuals 30 days prior to shipment of Goods, which will be reviewed and returned with Engineer comments. Revise as required and submit two sets of final Operation, Maintenance and Installation Manuals upon shipment of the Goods.
- B. Submit on 8-1/2-inch by 11-inch pages, bound in three slant D ring binders with durable plastic covers.
- C. Prepare binder cover with printed title "OPERATION, MAINTENANCE AND INSTALLATION MANUAL", title of project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- E. Prepare a Table of Contents for each volume, with material, equipment, or system description identified in three parts as follows:
- Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Seller, subcontractors, and major component suppliers.

- Part 2: Operation, maintenance, and installation instructions arranged by item and subdivided by Specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
 - Significant design criteria
 - List of equipment
 - Parts list for each component
 - Operating instructions
 - Maintenance instructions
 - Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents
 - Installation instructions
 - Material Safety Data Sheets
- Part 3: Project documents and certificates, including the following:
 - Shop drawings, material and equipment data, manufacturer prepared technical literature
 - Certified factory test results
 - Photocopies of warranties

- F. Furnish duplicate copies of warranty documents which are executed and transferable from subcontractors, suppliers, and manufacturers.

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain one set of the following documents for record purposes. Record actual revisions made to the Goods.
1. Drawings
 2. Specifications
 3. Changes to the Contract Documents
 4. Reviewed Shop Drawings and Samples
- B. Legibly mark Specifications and record at each "Part 2 - Products" section of the description of actual equipment and material furnished, including the following:
1. Manufacturer's name and equipment and material model and number
 2. Material and equipment substitutions or alternates utilized
 3. Changes made to the Contract Documents

- C. As-built drawings
 - 1. Five sets of 11-inch by 17-inch prints
 - 2. Electronic files in AutoCAD compatible format
- D. After the equipment has been placed into satisfactory operation, revise drawings to reflect field changes, if any, made to the Goods and submit copies of revised drawings for the Operations and Maintenance Manual(s).
- E. Submit full set of the project record documents to Engineer with claim for final Application for Payment in accordance with paragraph 10.05 of the General Conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Seller's Qualifications
- B. Manufacturer's Field Services
- C. Source Quality Control Procedures

1.02 SELLER'S QUALIFICATIONS

- A. Meet the following criteria in connection with the Goods and Special Services.
 - 1. Seller
 - a. Experience in supply or manufacturing of equipment comparable to that required by the Contract Documents as a prime manufacturer, as a component manufacturer, or as an equipment supplier.
 - 2. Manufacturer's field service engineers
 - a. Trained field service personnel who are thoroughly familiar, in detail, with all of the Goods to be furnished, capable of directing any major or minor repair work which may be required on the Goods, and who have had experience in the repair of comparable equipment over a period of time.

1.03 MANUFACTURER'S FIELD SERVICES (SPECIAL SERVICES)

- A. Arrange and pay for manufacturer's field service engineers to provide Special Services at the Project site under the supervision and direction of Buyer's construction contractor. Upon written notice from the Buyer in accordance with the Agreement, provide manufacturer's field service engineer to perform Special Services as specified and confirm to Buyer and Engineer five days in advance of scheduled arrival of manufacturer's field service engineer.
- B. Manufacturer's Field Service Engineer's General Responsibilities (under the supervision and direction of Buyer's construction contractor)
 - 1. Perform services typically provided for the type of equipment purchased
 - 2. Assist as required with field assembly and supervise field repairs before acceptance of the Goods.
 - 3. Instruct operating personnel in proper use of the Goods.

4. Field Testing

- a. Furnish, set up and operate test equipment and facilities at no additional cost to Buyer. Perform checks and tests in accordance with the Specifications, manufacturer's recommendations, and referenced testing standards.
 - b. Evaluate the test results and advise Engineer immediately of any discrepancy between test results and test limits or the failure of any device or system under test. Include test limits for acceptability applicable to each test on the certified test records. Record test information, including the evaluation of testing results, on forms approved by Engineer.
 - c. Assume responsibility for loss or damage to the Goods as a result of testing and for replacing damaged Goods including removal of damaged Goods, furnishing, transportation, unloading, and installation of replacement Goods.
- C. Protect the Goods after testing and checking to provide that subsequent testing of other equipment on system does not disturb, damage, or otherwise interfere with functional capability of the Goods.
- D. Provide certificate of inspection to Engineer within 7 calendar days of completion of manufacturer's field service engineer responsibilities.

1.04 SOURCE QUALITY CONTROL PROCEDURES

- A. Subject the Goods furnished under these Contract Documents to a complete factory-testing program.
- B. Do not initiate testing program prior to approval of key Shop Drawings by Engineer.
- C. Perform checks and tests in accordance with Specifications, manufacturer's recommendations, and referenced standards.
- D. Record and evaluate test results and advise Engineer immediately of any discrepancy between test results and test limits or the failure of any device or system under test. Include test limits for acceptability applicable to each test on the certified test records.
- E. If required by Specifications, furnish certificates from an independent testing agency which shall certify that the Goods have been examined and tested and are in conformance with the Specifications.
- F. Take samples in accordance with the Specifications as selected by Engineer or independent testing agency. Furnish and ship at no additional cost to Buyer.

G. Factory Testing

1. Give notice and coordinate with the requirements of **paragraph 8.01 of the General Conditions**. If failure to give proper written notice results in the Goods being assembled or covered before a factory inspection or test, make the Goods ready for inspection or test and reassemble or recover at no additional cost to Buyer.
2. Furnish, set up and operate test equipment and facilities. If facilities for conducting required tests are unavailable to the manufacturer, conduct tests elsewhere or have them performed by an independent agency approved by Engineer.
3. Assume responsibility for protection of the Goods and safety of all personnel during factory testing program.
4. Grounds for rejection:
 - a. failure to withstand tests
 - b. failure to meet ratings
 - c. failure to meet applicable standards
5. In the event of failure
 - a. Submit revisions of documents requiring approval for changes required for rectification and obtain Engineer's approval before making such changes. Provide written details of any changes to be made not requiring approval. Notify Buyer and Engineer in writing before retesting.
 - b. Retest after rectification in presence of Buyer or Engineer.
 - c. Furnish new Goods which meet requirements of the Specifications if rejected Goods cannot be rectified to satisfaction of Buyer.
6. Assume responsibility for all costs associated with any failure, including, but not limited to
 - a. loss or damage to the Goods resulting from testing;
 - b. retesting;
 - c. rectification;
 - d. new Goods to replace damaged or non-rectifiable Goods;
 - e. removal, furnishing, transportation, unloading, and installation of replacement Goods; and

- f. witness of retesting by Buyer and Engineer including travel, lodging, meals, and payroll.
- H. Protect the Goods after testing and checking to provide that subsequent testing of other equipment or systems does not disturb, damage, or otherwise interfere with functional capability of the Goods.
- I. Submit certified test reports which define tests, list results, and are signed by Seller's representative. Furnish copies of raw data collected during tests when requested by Engineer.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 65 00
PRODUCT DELIVERY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. Shipping
- B. Transportation and Handling
- C. Storage and Protection

1.02 SHIPPING

- A. Ship the Goods only after receiving written acknowledgment by Buyer of receipt of certified test reports.
- B. Buyer will accept shipments between 8:00 a.m. and 3:00 p.m. local time Monday through Thursday excluding observed holidays.
- C. Mark parts for ease of field assembly.
- D. Give notices required by the Procurement General Conditions.
- E. Accompany each shipment with a packing list of articles included in the shipment.

1.03 TRANSPORTATION AND HANDLING

- A. Transport and handle Goods in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that Goods comply with requirements, quantities are correct, and Goods are undamaged.
- C. Furnish equipment and personnel to handle Goods by methods to prevent soiling, disfigurement, or damage.
- D. Uncrate Goods and dispose of packing material properly.

1.04 STORAGE AND PROTECTION

- A. Store and protect Goods in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Goods in weather-tight, climate controlled enclosures.
- B. Cover Goods subject to deterioration with impervious sheet covering. Furnish ventilation to avoid condensation or potential degradation of Goods.

- C. Furnish equipment and personnel to store Goods by methods to prevent soiling, disfigurement, or damage.
- D. Arrange storage of Goods to permit access for inspection. Periodically inspect to assure Goods are undamaged and are maintained in acceptable conditions.
- E. Assume responsibility for loss and damage including but not limited to breakage, corrosion, weather damage, and distortion until delivered to Buyer.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

**SECTION 01 77 00
PROJECT CLOSEOUT**

PART 1 GENERAL

1.01 SUMMARY

- A. Closeout Procedures
- B. Project Record Documents
- C. Spare Parts and Maintenance Material

1.02 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Following inspection by Engineer, remedy all apparent defects to the satisfaction of Engineer.
- D. Make all submittals required under the Contract Documents and take all steps necessary to receive Engineer's Notice of Acceptability.
- E. Submit final Application for Payment identifying total adjusted Contract Price, previous payments, and balance due.

1.03 PROJECT RECORD DOCUMENTS

- A. Seller shall at all times maintain and make accessible to Engineer an actual record of the Work completed including an on-site as-constructed set of the following record documents:
 - 1. Drawings
 - 2. Technical Specifications
 - 3. Addenda
 - 4. Change Order(s) and other Modifications to the Contract
 - 5. Reviewed shop drawings, product data, and samples
- B. Store record documents separate from documents used for construction
- C. Record information concurrent with construction progress

D. Technical Specifications

- I. Legibly mark in red ink and record at each "Part 2 - Products" subsection a description of actual products installed, including the following:
 - a. Manufacturer's name and product model and number
 - b. Product substitutions or alternates utilized
 - c. Changes caused by Addenda and Modifications

E. Record Documents and Shop Drawings

- I. Legibly mark in red ink each item to record actual construction, including:
 - a. Details not on original Drawings

F. Submit documents to Engineer with final Application for Payment

1.04 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide spare parts and maintenance materials as indicated in the Contract Documents.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

SECTION 33 77 35
MEDIUM VOLTAGE METAL-CLAD SWITCHGEAR ASSEMBLY

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes furnishing, testing, delivery of outdoor, walk-in, metal-clad switchgear assembly containing:
 - 1. Circuit breakers
 - 2. Protective relay and control equipment
 - 3. Station battery system
 - 4. AC and DC panels
 - 5. Station service transformer
 - 6. Instrument transformers
- B. The switchgear manufacturer shall serve as the single point of responsibility for field service as well as warranty for all component systems installed within the assembly. The manufacturer shall provide all interconnection wiring between components systems installed within the assembly and shall furnish functional testing of these items including but not limited to Metal-Clad Switchgear, Protective Relaying and Control, AC/DC Systems, etc.

1.02 REFERENCES

- A. American National Standards Institute (ANSI)
 - 1. C37 Series, Power Circuit Breakers
 - 2. C37 Series, Protective Relays
 - 3. C39.1, Switchboard Instruments
 - 4. C57 Series, Dry-Type Transformers
 - 5. C62.11, Metal Oxide Surge Arresters
 - 6. C57.13, Instrument Transformers
 - 7. Z358.1, Emergency Eyewash and Shower Equipment
- B. Insulated Cable Engineers' Association (ICEA)
 - 1. ICEA, Specifications for Wire and Cable

- C. Institute of Electrical and Electronics Engineers (IEEE)
 - 1. IEEE, Requirements for Short Circuit Withstand
 - 2. IEEE 48, High-Voltage Alternating Current Cable Terminations
 - 3. IEEE 484, Recommended Practice for Installation of Large Storage Batteries
 - 4. IEEE 450, Recommended Practice for Maintenance, Testing and Replacement of Large Storage Batteries
 - 5. IEEE 693, Recommended Practice for Seismic Design of Substations
- D. National Electrical Code (NEC)
 - 1. Current Rating of Control Wiring
- E. National Electrical Manufacturers Association
 - 1. NEMA SG4, Power Circuit Breakers
 - 2. NEMA SG5, Power Switchgear Assemblies
 - 3. NEMA SG2, High Voltage Fuses
- F. American Society of Civil Engineers
 - 1. ASCE-7-10, Minimum Design Loads for Buildings and Other Structures

1.03 SYSTEM DESCRIPTION

- A. Prefabricated control building containing metal clad switchgear, pre-wired relay panels and miscellaneous equipment.
- B. Design Requirements
 - 1. Design, manufacture, and test in accordance with this Section and applicable sections of standards listed in Article 1.02. in effect at the Issue Date of this Section.
 - 2. Factory assembled, prewired and pretested.
- C. Seismic Performance
 - 1. The seismic qualification level of the control building and switchgear assembly shall be "Moderate" in accordance with IEEE Std. 693-2005.

1.04 SUBMITTALS

- A. Provide in accordance with Section 01330.
- B. Product Data: Catalogs and cut sheets.
- C. Shop Drawings
 - 1. Switchgear enclosure
 - a. Outline showing general arrangement: legend, floor plan, anchor details, shipping splits and overall arrangement of switchgear and cabinet lineups.
 - 1) Legend
 - 2) Floor plan with openings
 - 3) Anchor details
 - 4) Overall arrangement of switchgear and cabinet lineups
 - 5) Weight
 - 6) Overall dimensions
 - 7) Location of the center of gravity of the equipment and its major components
 - 8) Foundation loading at each attachment point for operating load, wind loads and seismic loads
 - 9) The analysis method and acceleration level used for seismic analysis
 - 10) Maximum deflections
 - 11) Controlling reactions at the base of the supporting structure for seismic plus normal operating loads
 - 12) Seismic level for which the equipment is qualified
 - 13) All external power requirements for accessories and operation
 - b. Arrangement drawings of each section and cabinet showing the physical location and arrangement of all devices, terminal blocks, and power and control cable entrance areas.

- c. Installation diagrams showing anchoring method
- d. Bill of material
- e. Nameplate schedules
- f. Detailed AC schematic (three-line) and DC schematic diagrams for substation, including all relaying, metering, and control circuits including power transformers and 69-kV circuit breaker. Typical diagrams are not acceptable. Assign wire numbers on each diagram so each segment of circuit can be identified on internal and interconnection wiring diagrams.
- g. Individual internal wiring and interconnection diagram for each circuit breaker and auxiliary cubicle. Typical drawings are not acceptable. Prepare wiring diagrams as follows:
 - 1) Use separate wiring diagram for each cubicle and cabinet.
 - 2) Provide 2-inch clear margin on all sides of drawing for Seller's and Buyer's external cabling information.
 - 3) Show relative physical arrangement and terminal locations of devices and terminal blocks.
 - 4) Use terminal address system at origins and destinations of actual wiring. Tabular format wiring lists are not acceptable.
 - 5) Use same wire numbers as assigned on schematic diagrams.
 - 6) Show wiring between units for Seller-installed interconnection wiring. Indicate wire numbers at terminal blocks, designate wire groupings with routing code, and note drawing on which cable run is terminated.
 - 7) Each terminal block, meter, relay and fuse block shall have a unique (ID) address based on panel number and location and shall be shown on all drawings referencing the device.
 - 8) Show electrical device name from one line on all drawings.
 - 9) Internal device and terminal block identification shall be based on the functional device code and not the physical location of the device. Both may be used, but the functional identification must be present.

2. For each type of current transformer:
 - a. Excitation and ratio correction factor curves for each secondary ratio.
 - b. Resistance of current transformer secondary and connection leads for each ratio.
 - c. Actual current ratio and turn ratio for each tap.
 - d. Mechanical and thermal short time (one second) ratings.
3. For each type of voltage transformer:
 - a. Ratio correction factor and phase angle curves
 - b. Accuracy ratings at all standard burdens
 - c. Thermal rating
4. 15-kV Circuit Breakers:
 - a. Maximum operational voltage
 - b. Interrupting rating
 - c. Minimum trip voltage
 - d. Maximum control voltage
 - e. Tripping current
 - f. Charging motor starting current
 - g. Charging motor nominal current
 - h. Circuit breaker control schematic
 - i. Secondary current schematic
 - j. Racking and testing mechanism
5. Accessories:
 - a. Provide drawings and manuals for all accessories provided.

D. Quality Assurance/Control Submittals

1. Design Data

2. Certified circuit breaker design test report for Design Tests listed in ANSI C37.09.
 3. Certified AC switchgear assembly design test report for Design Tests listed in ANSI C37.20 and NEMA SG5.
 4. Certified protective relay design test report for surge withstand capability.
 5. Test Reports: Certified ratio and phase angle test reports for each type of metering accuracy current and voltage transformer.
 6. Seismic anchorage requirements.
- E. Closeout Submittals: in accordance with Section 01 77 00.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Provide in accordance with Section 01 65 00.
- B. Deliver and unload equipment F.O.B. to the project site. Seller shall be responsible for arranging, paying freight and shipping, and handling equipment between factory and site.

1.06 PROJECT/SITE CONDITIONS

- A. Environmental Requirements:
 1. Keraunic Level: 5 thunderstorm days per year
 2. Seismic: ASCE 7-10, $S_s = 1.873g$, $PGA_M = 0.742g$, Risk Category IV, Site Class D, and Seismic Design Category F
 3. Wind: ASCE 7-10, Basic Wind Speed (Special Wind Region) 135 mph, Risk Category IV, and Exposure C
 4. Combined ice and wind loading district: NESC Light
 5. Elevation above sea level: Less than 3,300 feet, National Geodetic Vertical Datum

1.07 MAINTENANCE

A. Spare Parts

1. Make interchangeable with, and same material and workmanship as, corresponding original part.
2. Deliver with each switchgear assembly to Owner's storage facilities:
3. Materials or parts:
 - a. One case ANSI 70, Light Gray touchup paint in aerosol cans
 - b. Two sets of spare fuses for all voltage transformers and station service transformer
 - c. Provide two (2) test plugs for each type of relay, test switch, and meter furnished in this project
 - d. Provide two (2) fuse pullers

PART 2 – PRODUCTS

2.01 SWITCHGEAR AND CONTROL BUILDING

A. Principal ratings, electrical characteristics and features

1. 15-kV Switchgear
 - a. Continuous current

1) Main buses	1,200 A
2) Feeder breaker positions	1,200 A
3) Transfer Bus	1,200A
 - b. Available fault current 28 kA, rms, min.
 - c. Rated maximum voltage 15-kV
 - d. Basic Impulse Level (BIL) 95-kV
 - e. Low frequency (1 min.) withstand voltage 36-kV

B. Switchgear

1. Provide built-in wireways to accommodate all interconnection wiring between cubicles, without need for exterior conduit systems.

2. Design enclosure for bottom entry of feeder power cable circuits, and external control and communication cables. Provide 18-inch x 24-inch aluminum removable gasketed plate in cubicle floor for cable entry.
3. Provide a minimum of five feet vertical distance from the cable entrance point to the cable terminators to allow sufficient space to train and terminate cables.
4. Cable supports adjustable from 2' to 3' shall be included to provide short circuit bracing and to remove the weight of the cable from the terminators.
5. Switchgear cubicles:
 - a. 12.47 kV – Single-high configuration. Access to cubicles via a door with handle, 2 point latch with provisions for padlock (screw-type latches are unacceptable) and door stops.
 - b. Circuit breaker compartments: Closed door call-out design, with CONNECT and TEST/DISCONNECT positions.
 - c. Auxiliary compartments: Provided with rollout trays for voltage transformers and station service transformers.
 - d. Rear entry: Each cubicle shall be accessed from outside the building and each door shall be equipped with a lockable three-point latch system.
 - e. Design circuit breaker termination compartments to accommodate the following sets of stress cone bracket-type slip on terminators and one set of intermediate class surge arrestors:
 - 1) Feeders – 2 cables per phase A-B-C left to right
 - f. Furnish and install surge arrestors as shown on the contract drawings.
 - g. Furnish insulating covers for HV cable connections (parallel 2-hole pad connectors).

C. Control Building

1. Furnish control building to house metal-clad compartmented switchgear assembly with common protected operating/equipment aisle.
2. Furnish continuous weatherproof structure consisting of sloped roof, and access doors as shown on the Contract Drawings.
3. Design weatherproof construction to exclude driving rain and snow and provide tight sealing of all openings against environmental conditions stated in this Specification.

4. Fabricate enclosure using double wall construction. Exterior walls and roof shall be 11 gauge steel, minimum.
5. Fabricate the floor with 3/16 inch steel plates welded to the base with adequate stiffening members to support a 250 pound per square inch load with a deflection of no greater than 1/360 of the distance between the floor stiffener members when the building is in the normal operating position.
6. Paint the floor with ANSI 70 Gray skid resistant paint.
7. Design operating/equipment aisle to accommodate circuit breaker removal and normal maintenance operations.
8. Design enclosure with rigid, self-supporting structural base of welded structural steel channel or wide flange beams conforming to ASTM-A36.
 - a. Design base to provide a rigid square and level foundation for the enclosure, sized to meet or exceed the static and dynamic loading specified
 - b. Provide four removable lifting lugs per section, placed in a position to provide uniform lifting loads at each lug location.
 - c. Base shall have adequate strength so that when the enclosure is lifted at the four lifting points there shall be a deflection no greater than 1/360th of the unsupported span between and on either side of the lifting point.
9. Provide 4-inch x 4-inch cable trough along inside wall and ceiling with removable bottom or side.
10. Provide internal and interconnection wiring necessary for a completely operational assembly. External substation wiring provided by Buyer.
11. Provide enclosed storage spaces for GPT device(s) and breaker lifting and transport devices. Breaker connecting and disconnecting shall be motorized.
12. Paint
 - a. After fabrication has been completed, the assembly shall be power tool sanded to remove all surface imperfections, including scale, rust, weld splatter, etc. After power sanding, the assembly shall be thoroughly cleaned with a phosphatizing agent mixed with water at 140 degrees F and applied at a pressure of 1,000 psi to remove all oil, grease, dirt, grinding residue, etc., and to etch the steel for better adhesion of the primer coat.

- b. A non-sanding primer with rust inhibitors shall be applied using an airless hand spray gun to a minimum dry thickness of 2.0 to 3.0 mils. After the primer coat has thoroughly dried, a finish coat of exterior polyamine epoxy with agents to resist weathering shall be applied with an airless hand spray gun to a minimum dry thickness of 2.0 to 3.0 mils. The final finish shall be capable of passing a standard ASTM 5% salt spray test for a minimum of 1,500 hours. Proof of this capability shall be provided by submission of a test report from an independent test lab.
 - c. The exterior of the enclosure shall be painted ANSI-70, light gray. Interior shall be high gloss white, including the interior aisle walls, switchgear cubicles and ceilings.
 - 13. Certify in writing and provide design analysis or test data confirming structure will support specified design loads with appropriate factors of safety, and deflection limits are within tolerance for a perimeter supported building with interior support points.
- D. Provide overhead cable tray for wiring between conduit entrances, vertical switchboards, AC panel, DC panel, battery charger, RTUs and other equipment as indicated.
 - 1. Provide aluminum ladder type cable tray with 6 inch rung spacing
 - 2. Use prefabricated junctions and sweeps as necessary. Do not form junctions from field cut sections.
- E. Weatherproofing and insulation
 - 1. Provide gasketing on all exterior access doors and cubicle rear entry doors.
 - 2. Undercoat all metal surfaces.
 - 3. Insulate the roof to R30 and the walls and base of operating/equipment aisle to R19 or greater, as required to meet temperature requirements. Use Thermax solid core insulation board with moisture barrier.
 - 4. Provide sealed building joints including welded walls to prevent leaks.
 - 5. Provide heavy-duty, corrosion resistant stainless steel building hardware.
 - 6. Provide internal supports in the wall and ceiling in all locations where equipment or supports for equipment is to be attached.
 - 7. Provide awnings over all exterior doors.
 - 8. Provide rain gutters to reduce water flow when rear access doors are open.

F. Access doors

1. Rear cubicle doors: Hinged and gasketed, three point latch with provisions for padlocks.
2. Building Entry:
 - a. Full height, with upper half reinforced glass
 - b. Double wall, gasketed construction with thermal insulation
 - c. 11 gauge steel exterior 16 gauge steel interior, minimum
 - d. Hinged, outward swing
 - e. Equip with interior panic bars and locking entry set to permit exit even if doors are locked.
 - f. Equip with auto closers.

G. Heaters and Air Conditioning

1. Provide anti-condensation heaters, permanently wired to the 120 volt auxiliary power source through fuses or circuit breakers in each metal clad unit. Apply heaters at half-rated voltage and install perforated metal heater guards.
2. Provide thermostatically controlled wall mounted packaged air conditioner manufactured by Bard, to maintain temperature of building between 68 and 72 degrees F when outdoor temperature reaches minus 20 degrees F with a 24-hour average temperature of 30 degrees F in the winter or 110 degrees F in the summer. Provide an automatic thermostat control to convert from heating to cooling.
4. Minimize ambient noise levels from HVAC system.
5. Provide sufficient ventilation of gases from batteries to prevent accumulation of an explosive mixture exceeding a 1 percent concentration. Ventilation shall be forced air with vent opening and closing controlled by a timer on one hour intervals with an adjustable run time between five and twenty minutes. Vents shall be in battery compartment. Maximum intake and exhaust vent size shall be 4-inches by 4-inches. Vents shall be fitted with insect screens. Provide calculations of air exchanges needed to properly ventilate battery space.

H. Lighting and receptacles

1. Provide ceiling-mounted fluorescent fixtures in aisle way and operating areas and three-way switches adjacent to exterior access doors.

2. Provide maximum allowable foot-candles of illumination.
 3. Install exterior, photocell operated, LED light fixtures above or beside aisle way exterior doorways. Size fixtures to provide sufficient light to illuminate entry areas only.
 4. Provide utility duplex grounding type power receptacles as shown on the contract drawings including at every breaker cubicle at each access door.
 5. Provide LED light and switch inside each cubicle (top and bottom)
- I. Fire Protection
1. Provide a minimum of two smoke detectors in the electrical equipment housing with relay contacts. Contacts shall stop pressurization and/or HVAC system and activate an alarm. Alarm shall be wired to RTU.
 2. Provide hand held, wall mounted U.L. rated fire extinguishers mounted near each entrance door.

2.02 CIRCUIT BREAKERS

A. 15-kV Breakers

1. Manufacture/Type: Powell PowerVAC or Approved equal
2. Principal ratings and electrical characteristics:
 - a. Nominal voltage 12.47-kV
 - b. Rated maximum voltage 15-kV
 - c. Voltage range factor 1.3
 - d. Operating voltage 12.47-kV
 - e. Continuous current 1,200 A
 - f. Short circuit current at max. Volts 40 kA, rms, min.
 - g. Max. symmetrical interrupting capability 40 kA, rms, min
 - h. Closing and latching capability 104 kA, rms, min
 - i. Interrupting time 3 cycles max.
 - j. Low frequency (1 min.) withstand voltage 19-kV, rms

- | | | |
|----|---------------------------|-------------|
| k. | Basic Impulse Level (BIL) | 60-kV |
| l. | Control Power | 100-250 VDC |

B. Circuit Breaker Features

1. Operating Mechanism: Stored energy magnetic actuator
2. Manual closing: by manual handle for testing and emergency closing
3. Breakers: horizontal call-out type equipped with self-coupling primary and secondary disconnect contacts
4. Interrupters: Vacuum
5. Primary disconnect contacts: silver plated, high contact pressure and of the multiple finger spring loaded type, sturdy and self-aligning and an integral part of the element
6. Auxiliary switch contacts: Provided so that at least four "a" and four "b" contacts are unassigned after all connections are made. Arrange so contacts operate in both CONNECT and TEST positions.
7. Provide manual means for tripping.
8. Provide trip free and non-pumping operation.
9. Provide easy to read position indicator.
10. Provide reliable operations counter.
11. Provide closed door drawout design.
12. Provide contact erosion indicator
13. Provide fifth wheel accessory, roll on floor design with non-marring wheels.

2.03 BUS SUPPORTS

A. 15-kV Bus

1. Porcelain
2. BIL: 95-kV
3. All horizontal bus feed through supports shall be porcelain with ribs for added creepage.

2.04 BUSHINGS

NOT REQUIRED

2.05 SWITCHGEAR ACCESSORIES

- A. Provide special tools required for proper maintenance, testing and inspection of the metal-clad equipment.
- B. Provide one transport and lifting device for each voltage for 1 and/or 2 high switchgear units. The transport device will allow circuit breaker and auxiliary drawout units to be elevated and then inserted or withdrawn from upper and/or lower compartments.
- C. Provide an electrical test jumper for connecting the breaker to switchgear control circuit while the breaker is completely out of the cell.
- D. Provide a wall mounted electrical test cabinet with open and close pushbuttons for testing the circuit breakers when removed from cubicle.
- E. Provide crank handle and remote motor operated device for breaker racking mechanisms and for manually charging the stored energy system on the circuit breakers.

2.06 SWITCHGEAR BUS SYSTEM

- A. Copper bar, silver plated with insulated covers at joints and tap points
- B. Install in a compartment separate from the other wiring, and extended to each end for future expansion.
- C. Insulate entire length with high dielectric strength, flame retarding, self-extinguishing, moisture-resistant material.
- D. Provide with removable compartment covers.
- E. Maximum hot spot temperature rise will be 65°C.

2.07 LOAD BREAK INTERRUPTER SWITCHES

- A. Air interrupter switches shall be group operated of the stored energy type, 3 pole single throw, utilizing a direct acting spring charged mechanism for both closing and opening functions. Switch mechanisms shall be operable externally from the front of the cubicle and shall be equipped with a quick-make/quick break mechanism to open and close the switch independent of the speed with which the operating handle is moved.
- B. Air interrupter switches shall have main and arcing contacts and be designed to provide maximum endurance for load interrupting and fault closing. The arcing

contacts shall be spring loaded on break and shall be last in last out. Operation shall be in an arc chute designed to assist in interruption, and liberate no appreciable gases on interruption.

- C. Main switch blades shall be of electrolytic ally pure cold rolled copper. All contact points shall be heavily silver plated on blades.
- D. Each switch shall include operator with removable handle and operator position indicator. Provide provision for padlocking the switch in the open or closed position. The operator shall be located in such a manner to avoid interference with opening the adjacent or lower cubicle door with the switch in the opened or the closed position.

2.08 GROUNDING, PHASING AND TESTING DEVICE

- A. A manually operated grounding, phasing and testing (GPT) device with facilities for testing and grounding either the source side or load side of any circuit breaker cubicle shall be furnished with the initial installation of the switchgear. The GPT device shall be approved by Buyer and shall be fitted with any components required to permit racking the unit into position in the same manner as used for a circuit breaker.
- B. The GPT device shall be equipped with six bushings in the same configuration as the circuit breaker. The bushing shall engage the stationary contacts of the incoming and outgoing load, or the source terminals in each breaker cubicle. The opposite ends of the six bushings shall be terminated in two totally enclosed compartments identified and labeled as SOURCE and LOAD connection.
- C. The relationship of SOURCE and LOAD connections shall always be the same whether or not the GPT device is used in the incoming or outgoing feeder breaker compartment. Should the standard switchgear design preclude this feature, special interlocks shall be provided to prevent inserting the GPT device in any breaker compartment unless its SOURCE-LOAD relationship corresponds to that in the compartment. Interlocks shall also prevent changing the SOURCE-LOAD relationship of the GPT device once it is inserted in any breaker compartment. The actual SOURCE-LOAD relationship on the GPT device shall be clearly indicated at anytime, before and after inserting the GPT device in any breaker compartment.
- D. On the GPT device each compartment containing the SOURCE and LOAD connections shall have non-removable doors, capable of remaining open simultaneously, provided with padlocking facilities. Padlocking facilities shall be arranged such there is no interference between the locks and switchgear unit. Hinged doors should have captive fasteners, such as wing nuts, to prevent easy access to live bushing whether or not the padlocks are in place.
- E. Insulating barriers shall be provided on all walls of the bushing compartments and around each of the SOURCE and LOAD phase bushings, with adequate electrical clearances to suit the voltage rating of the switchgear. Physical clearances shall be

such as to allow the convenient attachment of the grounding leads to the required, appropriate, grounding bails in each compartment.

- F. All six bushings (three SOURCE, three line or LOAD) shall be equipped with grounding bails capable of accommodating portable grounding lead clamps. A 3/4-inch diameter copper grounding bar attached to the front of the GPT device in an easily accessible location and not interfering with doors on either SOURCE or LOAD compartment shall be provided for grounding. This grounding bar at least 12 inches long with 3-inch clearance shall be able to accommodate six portable ground leads. The grounding bar shall connect to a separate grounding contact on the GPT device that will connect to a main ground bus in the switchgear compartment. All contact surfaces, including those for application of grounding clamps, shall be plated.
- G. Complete shop drawings of the grounding, phasing, and testing device shall be included with the switchgear drawings submitted for approval prior to fabrication of the device.
- H. At present, the following are approved as manufacturers of an acceptable grounding, phasing and testing device:
 - 1. General Electric
 - 2. Cutler Hammer
 - 3. ABB
 - 4. Siemens
 - 5. Powerconn
 - 6. Toshiba
- I. This guideline does not preclude other manufacturers from providing this device; however, they shall submit shop drawings for approval before fabrication, and final approval shall be subject to factory or field inspection of the actual device.
- J. Provide detail drawings showing the arrangement of the grounding, phasing and testing device.

2.09 SWITCHGEAR GROUND BUS

- A. Copper bar, approximately 1/4-inch by 3 inches, solidly connected to each unit of the switchgear.
- B. Extend into the power cable entrance compartment of each unit and equip with a clamp connector for 4/0 -500 kcmil copper cable.
- C. Provide for external ground connection at each end of the bus.

2.10 LOW VOLTAGE WIRING

- A. Secondary and control circuits: No. 12 AWG minimum stranded tinned copper conductor, 600 volt class, type SIS cross-linked polyethylene insulation.
- B. Current transformer secondary circuits: No. 10 AWG minimum.
- C. Use multi-strand Class K hinge wire where door opening requires bending in service.
- D. Connect power circuits to separate power terminal blocks.
- E. Connect current and voltage transformer leads to accessible terminal blocks before wiring to relaying, metering, or control devices.
- F. Make terminations using uninsulated, short-shank, ring-tongue terminal connectors.
 - 1. Crimp using AMP "Certicrimp" handtools
 - 2. Maximum: two conductors per terminal stud
 - 3. Identify at each conductor end using heat imprinted plastic sleeves
- G. Identify cable ends by opposite end termination point based on functional device code.
- H. Provide an ungrounded two-wire, 125 VDC control bus integral with each switchgear cubicle and relay panel.
- I. Provide 120 VAC supply bus integral with each switchgear cubicle.

2.11 TERMINAL BLOCKS

- A. Rating: 30 amperes, 600 volts
- B. Equip with insulating barriers between poles and washer-head binding screws on each pole.
- C. Furnish with marking strips and install in sufficient quantity to provide a minimum of 20 percent spare termination points for each type block.
- D. Type for current transformer terminations: short circuiting
- E. Ground instrument transformer circuits as shown on electrical standard E-STD-1115 attached to this specification.
- F. Mark to identify source and function.

2.12 MISCELLANEOUS COMPONENTS

- A. Install fuses and fuse holder in each cubicle for control and auxiliary power circuit terminations. Determine the required quantities and ratings from circuit design requirements. All fuse holders to have blow fuse indicator LED.
- B. Provide black laminated plastic composition bevel edged nameplates with permanent white engraved lettering. Fasten to panel using small round head screws. Install inside cubicle and cabinets with cement. Submit engraving schedule to Buyer and Engineer for approval.

2.13 SOFTWARE

- A. Provide two copies of software for each model of relay provided. Includes SEL 5010, SEL 5601, and acSELERator
- B. Provide SUBNET SubSTATION Server Software, P/N SUBP-218

2.14 VOLTAGE TRANSFORMERS

- A. Type: Dry, draw-out or tilt-out mounted, equipped with high voltage current limiting type fuses.
- B. Impulse level: not less than 110-kV
- C. Total number and location: As indicated on one-line diagram
- D. Accuracy class: 0.3 for standard burdens of W, X, Y and Z ratings. Maximum ratio and phase angle errors when carrying full secondary burdens shall not exceed ANSI standard classifications.
- E. Fuse secondary circuits with dual element cartridge fuses mounted in barrier type fuse holders.

2.15 CURRENT TRANSFORMERS

- A. Type: dry, 600 volt insulation, 5 ampere secondaries.
- B. Impulse level: 10-kV full wave.
- C. Thermal and mechanical capabilities: at least equal to that of circuit breakers.
- D. Total number and location: As indicated on one-line diagram.
- E. Ratio: As indicated on one-line diagram
- F. Metering accuracy: 0.3 using standard burdens of B-0.1, 0.2, and 0.5. Verify that accuracy will meet 0.3 class with actual connected meters and wiring.

- G. Relaying accuracy: C400 minimum.
- H. Wire all taps directly to shorting type terminal blocks.

2.16 STATION SERVICE POWER FUSES

- A. Type: High-voltage current limiting.
- B. Install on disconnectable or tiltout mountings in upper compartments.
- C. Provide mechanical interlock with low voltage AC panel to prevent fuse removal when AC panel main circuit breaker is closed.

2.17 SURGE ARRESTERS

- A. 15-kV Breakers:
 - 1. Type: intermediate class, metal oxide, mounted in each feeder breaker termination compartment
 - 2. Rating: 8.4-kV nominal, MCOV
 - 3. Connection to ground bus: 4/0 AWG copper conductor
 - 4. Connection to breaker terminals: 4/0 AWG copper, 15-kV insulated cable

2.18 STATION SERVICE TRANSFER SWITCHES

- A. Manual Transfer Switch
 - 1. Provide double throw transfer switch to be used to transfer station service from one source to another, without paralleling the two sources (i.e., break before making contact).
 - a. 1-phase, 3-pole, 120/240 VAC, 225 A
 - b. Manufacturer: Cutler Hammer or Square D

2.19 PANELBOARDS

- A. Construction: in accordance with requirements of Federal Specification W-P-115a, and applicable industry standards.
- B. Enclosure: 12 gauge sheet steel, with front access doors and wire gutters at the top, bottom, and sides.

C. DC Panelboard

1. Provide a 225 ampere main, 250 VDC, 22 kA interrupting with plug-in type branch circuit breakers.
2. Provide 225 A, two-pole, 250 VDC main circuit breaker.
3. Provide dedicated circuit breaker for each piece of equipment in substation.
4. Provide 6 two-pole 30A branch circuit breakers as spares.
5. Provide nameplates for all circuits.

D. AC Panelboard

1. Provide a 225 A main, 120/240 volts, one-phase, three-wire AC station service, 20 kA interrupting capacity.
2. Provide dedicated circuit breaker for each piece of equipment in substation.
3. Provide a minimum of 6 spares of 30A and 20A breakers.
4. Manufacturer: Square D or Cutler Hammer only.

E. Air circuit breakers

1. Sizes: self-contained, plug-in type, non-interchangeable trip elements effectively sealed to prevent tampering, sized as required for intended load in accordance with applicable standards.
2. Tripping elements: thermally-operated, inverse-time-limit type, non-tripping on normal momentary overload, but ensuring adequate circuit protection in conformance with NEC standards.
3. Operating mechanism: capable of trip-free operation on abnormal overloads and short circuits, with quick make, quick break contact movement during manual or automatic operation.
4. Contacts: non-welding, silver alloy, with arc-quench protection.
5. Automatic tripping: clearly indicated by the handle automatically assuming a position between the manual ON and OFF positions.

F. Provide copper neutral bar of same capacity as the buses equipped with solderless-type connectors and provisions for grounding, and mounted as required in the panel box.

G. Lugs: solderless-type of suitable capacity for incoming line loads.

H. Cabinets: surface or flush-type as required at particular locations, with hinged doors and trim, steel front and boxes of gauge conforming to NEC, galvanized after fabrication and finished with manufacturer's standard coats of paint. Provide typed directory on inside of door.

I. Provide nameplates for all circuits.

2.20 BATTERY

A. Rating: 110 AH capacity at 8-hour rate.

B. Discharge: Capable of 8 hour discharge rate of 13.8A on discharge to 1.75 V at 77°F.

C. Manufacturer: C & D Technologies

D. Type: 3DJ-100 lead-calcium cells producing a nominal system voltage of 125 volts

E. Accessories:

1. Two spare explosion-resistant vent plugs
2. Sampling hydrometer with thermometer and holder
3. Two spare sets of intercell connectors and terminal lugs
4. Cell lifting device

2.21 BATTERY RACKS

A. Type: One two-tier rack, meeting seismic requirements indicated in this Specification.

B. Locate as shown on the Contract Drawings.

C. Assemble and install in conformance with ANSI, IEEE, and the rack manufacturer's instructions.

D. Install allowing a minimum of 4 inches clearance between walls or equipment.

E. Furnish rubber mat and necessary anchors for floor mounting.

F. Finish with two coats of acid-resistant ANSI No. 70 (light gray) paint.

G. Cover rails with plastic insulators.

H. See the drawings in the Exhibits for battery enclosure details.

2.22 BATTERY CHARGER

- A. Ratings:
 - 1. Nominal output voltage: 130 VDC
 - 2. Nominal output current: 30 ADC
 - 3. Input Voltage: 240 VAC
- B. Accessories:
 - 1. Standard equipment
 - 2. Alarm assembly
 - 3. Alarm contacts
 - a. Loss of AC
 - b. Loss of DC
 - c. High DC
 - d. Earth fault
 - 4. 30 mVrms ripple filter
 - 5. Battery eliminator
 - 6. Equalize timer
 - 7. RS-485 communication board
- C. Manufacturer: BAE
- D. Model: AT10130030E240SXSXXXXX

2.23 EMERGENCY EYE AND FACE WASH STATION

- A. Self-contained, gravity-operated, simple and quick-to-use portable unit complete with drain hose, mounting bracket, bacteriostatic additive, and test log card.
 - 1. Spray action with continuous flow of wash solution for 15 minutes at rate greater than 0.4 gpm.
 - 2. Sixteen gallon capacity, constructed of FDA polyethylene.
 - 3. Wall-mounted with included mounting bracket(s).
 - 4. SEI-certified and shall meet ANSI Z358.1-1991.
- B. Model No. 90320 by Sellstrom Manufacturing, or approved equal.

2.24 EXTERIOR SUBSTATION LIGHTING CONTROL EQUIPMENT

- A. Provide a Hoffman NEMA 3R rainproof exterior junction box for substation lighting control, sized to accommodate lighting conduits.
- B. Mount terminal blocks and contactors in the box as indicated.
- C. Mount one switch with weatherproof cover on the box to control emergency lighting.
- D. Provide two (2) 30 A lighting contactor for controlling exterior substation lighting.
- E. Provide photocell mounted on the control building roof and wired to the security lighting contactor located in the lighting control box.

2.25 FIRE EXTINGUISHERS

- A. Provide two hand-carried fire extinguishers manufactured by ANSUL, Type FE-13
- B. Provide with hanging bracket, hose, horn, nozzle, and hand squeeze valve control.
- C. Mount one near each entrance door.

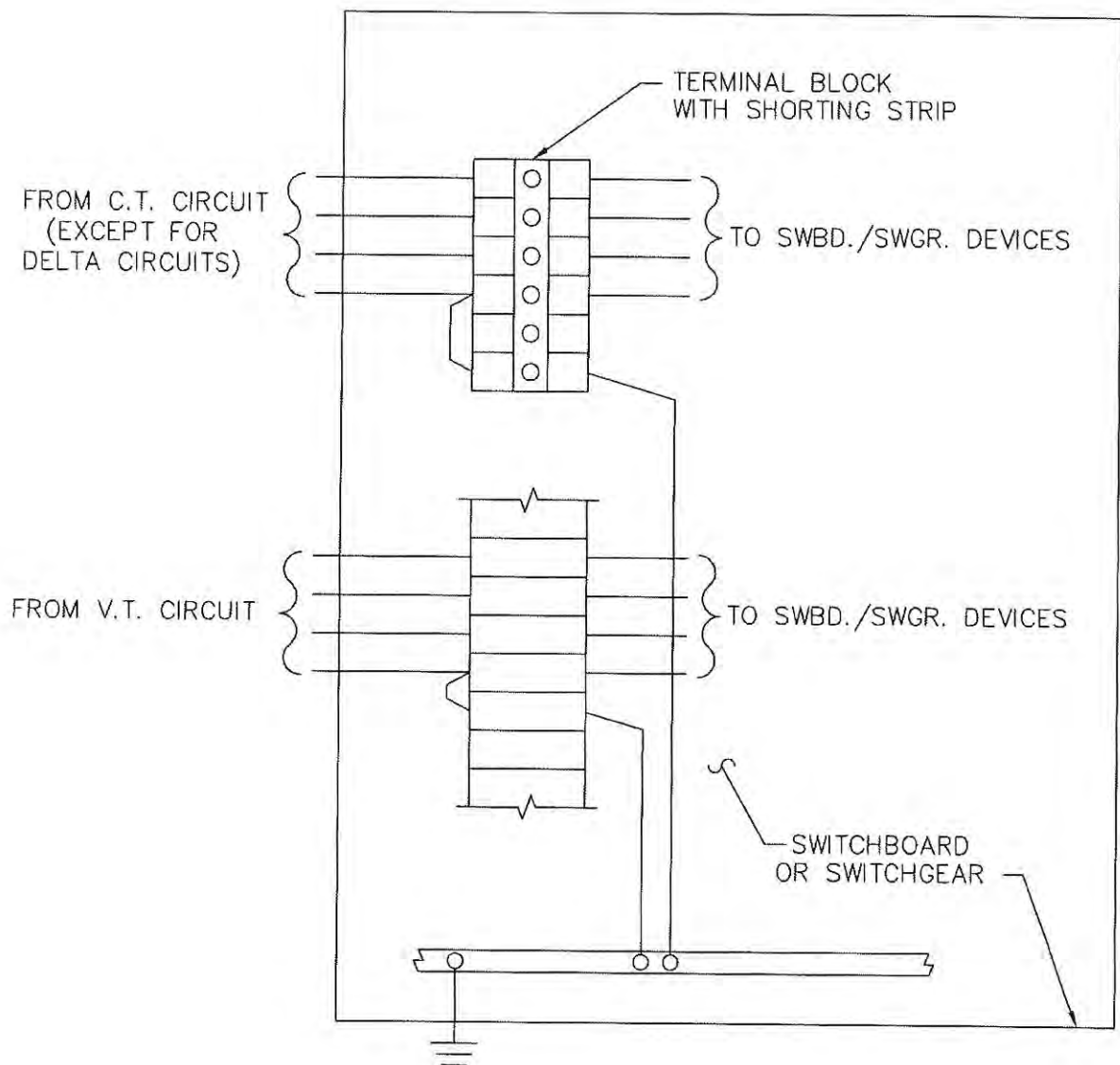
2.26 SOURCE QUALITY CONTROL

- A. Provide in accordance with Section 01 40 00.
- B. Assemble, adjust and complete manufacturer's routine production tests on each item of electric equipment in accordance with ANSI C37 and NEMA standards.
 - 1. Install each circuit breaker in its assigned unit after switchgear is fully assembled.
 - 2. Perform dielectric tests on wiring in accordance with referenced standards.
 - 3. Perform point-to-point circuit continuity tests.
 - 4. Check control switches for proper contact operation
 - 5. Check device markings, nameplate markings, conductor identification and meter and instrumentation scales.
 - 6. Functionally test all AC and DC control circuits to verify proper operation. Simulate operation by applying AC currents and voltages to CT and VT circuits, and DC voltages to control circuits. Demonstrate proper operation of all circuits.

PART 3 EXECUTION - NOT USED

END OF SECTION

APPENDIX



NOTE:

WIRE SWBD./SWGR. PANELS AS SHOWN
SO RELAYS, METERS, AND DEVICES CAN
BE ISOLATED FROM GROUND FOR
TESTING PURPOSES.

DES	CIVL REV --	ELEC REV
OWN	MECH REV --	STRUC REV --
CK'D KT	APPD PAH	DATE 10/25/01



C.T. AND V.T.
SECONDARY CIRCUIT GROUNDING

FILE	ESTD115.DWG
W/O	
DWG NO	E-STD-1111384

Part Number	Key Code
0351S7X3B3A54X1	7372

SEL-351S

Product Configuration	
Category	Selection
Firmware	Standard plus Power Elements, Voltage Sag/Swell/Interruption *
Chassis and Mounting	Horizontal Panel Mount
User Interface	Standard plus Configurable Labels ⁽³⁾ and USB *
Power Supply	48/125 Vdc or 125 Vac
Communications Interface	(1)10/100Base-T ⁽⁵⁾
Secondary Input Current	5 Amp Phase, 5 Amp Neutral
Control Input Voltage	125 Vdc
I/O Board	No Additional I/O
Communications Protocols	Standard Protocols

***Additional Cost**

- (1) Download ACSELERATOR QuickSet SEL-5030 software for free at <https://www.selinc.com/software/resolutions>. ACSELERATOR QuickSet on CD (503001WX4) is available upon request.
- (2) The Basic SEL-351S does not include MIRRORING BITS or Load Profile. SEL provides enhanced functions in the Standard SEL-351S at no additional charge.
- (3) This ordering option provides a means to customize SEL-351S front-panel Target LED and Operate Control labels. For model numbers specifying "Configurable Labels", a configuration kit is provided (packaged in the relay box).
- (4) Directional protection for ungrounded, high-impedance grounded, Peterson Coil grounded, and low-impedance (directional SEF) grounded systems; nondirectional SEF protection also provided.
- (5) IEC 61850 is not available with Communications Interface options A, B, and G.
- (6) The SEL-351S comes standard with a CD manual. One complimentary printed instruction manual is available upon request with each product purchased.

Note: Accepts single-phase voltage up to 300V line-neutral or three-phase voltages up to 300V line-neutral, wye or delta connection configurable via global setting.

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All rights reserved.	20131204

	Part Number	Key Code
	0351S7X3D3A54X1	7390

SEL-351S

Product Configuration	
Category	Selection
Firmware	Standard plus Power Elements, Voltage Sag/Swell/Interruption *
Chassis and Mounting	Horizontal Panel Mount
User Interface	Standard plus SafeLock Trip/Close Pushbuttons and Configurable Labels ⁽³⁾ and USB *
Power Supply	48/125 Vdc or 125 Vac
Communications Interface	(1)10/100Base-T ⁽⁵⁾
Secondary Input Current	5 Amp Phase, 5 Amp Neutral
Control Input Voltage	125 Vdc
I/O Board	No Additional I/O
Communications Protocols	Standard Protocols

***Additional Cost**

(1) Download ACSELERATOR QuickSet SEL-5030 software for free at <https://www.selinc.com/software/solutions>. ACSELERATOR QuickSet on CD (503001WX4) is available upon request.

(2) The Basic SEL-351S does not include MIRRORRED BITS or Load Profile. SEL provides enhanced functions in the Standard SEL-351S at no additional charge.

(3) This ordering option provides a means to customize SEL-351S front-panel Target LED and Operate Control labels. For model numbers specifying "Configurable Labels", a configuration kit is provided (packaged in the relay box).

(4) Directional protection for ungrounded, high-impedance grounded, Peterson Coil grounded, and low-impedance (directional SEF) grounded systems; nondirectional SEF protection also provided.

(5) IEC 61850 is not available with Communications Interface options A, B, and G.

(6) The SEL-351S comes standard with a CD manual. One complimentary printed instruction manual is available upon request with each product purchased.

Note: Accepts single-phase voltage up to 300V line-neutral or three-phase voltages up to 300V line-neutral, wye or delta connection configurable via global setting.

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WI-8323

20131204

Part Number**0387E013X53XX42****Key Code****3**

SEL-387E

Product Configuration

Category	Selection
Firmware	Standard
I/O Board; Chassis	No Additional I/O, 3U ⁽¹⁾ *
Power Supply	48/125 Vdc or 125 Vac
Secondary Input Voltage	300 Vac Maximum (Wye or Delta)
Secondary Input Current	5 Amp Phase
Mounting	Horizontal Panel Mount
Conformal Coat	None
Control Input Voltage	125 Vdc
Communications Protocol ⁽³⁾	Serial Protocols Listed Above with Two 10/100BASE-T Ethernet Ports, SEL ASCII Via Telnet *

***Additional Cost**

(1) Ethernet communications protocol option must be selected for this configuration.

(2) Vertical Mount Option is available in 3U chassis only.

(3) Ethernet option requires a 3U chassis.

(4) The SEL-387E comes standard with a CD manual. One complimentary printed instruction manual is available upon request with each product purchased.

Note: Download ACSELERATOR® QuickSet SEL-5030 software for free at <https://www.selinc.com/software/solutions/>. ACSELERATOR on CD (503001WX4) is available upon request.

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WI-1096

20130225

Part Number		Key Code
0551C0BX5C3X		5062
SEL-551C		
Product Configuration		
Category	Selection	
Power Supply; Control Input Voltage	48/125 Vdc or 125 Vac; 125 Vdc (level sensitive inputs)	
Conformal Coat	None	
Secondary Input Current	5 Amp Phase, 5 Amp Neutral	
Packaging	Single Relay with Rack Mount Bracket 9102 w/Cutout for Test Switch (bracket on right side in front view)	
Communications Port	EIA-232 Front and Rear Port *	

* Additional Cost

(1) Download ACSELERATOR QuickSet SEL-5030 software for free at <https://www.selinc.com/software/solutions/>. ACSELERATOR QuickSet on CD (503001WX4) is available upon request.

(2) Refer to order form WI-5217, model option table SEL-9924.

(3) Warning - EIA-485 is for special applications only. SEL strongly recommends ordering an EIA-232 port. If an EIA-485 port is ordered, SEL strongly recommends cable C671A to allow relay programming and event retrieval. All SEL-551C relays ordered with an EIA-485 port are shipped with a C675 Terminal Adapter to adapt from the on board DB-9 connector to an 8-pin screw terminal.

(4) The SEL-551C comes standard with a CD manual. One complimentary printed instruction manual is available upon request with each product purchased.

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WI-4991

20120910

05871032531

Part Number

Key Code

3348

SEL-587-0, -1

Product Configuration

Category	Selection
Firmware	Standard plus Harmonic Restraint, Trip Unlatch, and Zero-Sequence Removal
Connection Type; Conformal Coat	Terminal Block; No Conformal Coat
Power Supply; Control Input Voltage	48/125 Vdc or 125 Vac; 125 Vdc ⁽²⁾
Communications Protocol	Standard plus Modbus [®] (available only in 587-1)
Secondary Input Current	5 Amp Phase
Packaging	Horizontal Panel Mount
Communications Port ⁽³⁾	EIA-232

• Additional Cost

⁽¹⁾ Download ACSELERATOR QuickSet SEL-5030 software for free at <https://www.selinc.com/software/solutions/>. ACSELERATOR QuickSet on CD (503001WX4) is available upon request.

⁽²⁾ Control Input Voltage for this configuration is jumper-selectable (24, 48, 125, 250 Vdc). Factory sets jumpers according to option selected.

⁽³⁾ Warning - EIA-485 is for special applications only. SEL strongly recommends ordering an EIA-232 port. If an EIA-485 port is ordered, SEL strongly recommends cable C671A to allow relay programming and event retrieval. All SEL-587 relays ordered with an EIA-485 port are shipped with a C675 Terminal Adapter to adapt from the on board DB-9 connector to an 8-pin screw terminal.

⁽⁴⁾ The SEL-587-0,-1 comes standard with a CD manual. One complimentary printed instruction manual is available upon request with each product purchased.

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WI-0437

20130228

Part Number	Key Code
24070001B	2368

SEL-2407

Product Configuration	
Category	Selection
Firmware	Standard
Optional Communications Port	None
Conformal Coat	None
Antenna	GPS Antenna (235-0113) with 75 feet (23 m) of cable (C960) *
Mounting	19" Horizontal Rack Mount with Bracket (bracket on right side in front view)

When ordering, please also provide the part number(s) listed below.

Accessory	Part Number	Key Code
Gas Tube Coaxial Surge Protector, TNC Connectors	200-2005	N/A
Mounting Bracket for Surge Protector	200-2006	N/A
Bullet GPS Antenna Mounting Kit	915900043	N/A
RG-58 Cable, BNC Connectors on Both Ends (Clock Modulated or Demodulated Output)	C953	N/A
BNC Tee (Female/Male/Female, Equipment Mount)	240-1799	N/A

* Additional Cost
 (1) Power supply input range: 18–300 Vdc and 85–264 Vac (50–60 Hz)

Configuration ID

3355=NBC6

SEL-3355

Product Configuration

Category	Selection
Operating System	Microsoft® Windows® 7 Professional (64-bit) *
Conformal Coat	None
Chassis and Mounting	3U Horizontal Rack Mount
Processor	Intel i7-3555LE Dual Core 2.5GHz Temperature Range: -40° to +75°C
Expansion Slots	5 Slots: 1 PCI, 2 PCIe-x1, 2 PCIe-x4
Power Supply A	SEL-9331 160W HV Power Supply, Euro Terminal Block 125/250 Vdc or 120/240 Vac
Power Supply B	SEL-9331 160W HV Power Supply, Euro Terminal Block 125/250 Vdc or 120/240 Vac *
RAM Slot 1	8GB DDR3 1333MHz ECC MiniDIMM *
RAM Slot 2	8GB DDR3 1333MHz ECC MiniDIMM *
SSD Slot 1	250GB Industrial Grade SLC SSD *
SSD Slot 2	None
SSD Slot 3	None
SSD Slot 4	None
PCI Slot 1	None
PCI Slot 2	SEL-3390S8 PCIe Serial Card Click for product information *
PCI Slot 3	None
PCI Slot 4	None
PCI Slot 5	None
SEL Software	SEL-Compass [LATEST]; SEL Compass
SEL Software	SEL-5030 ACSELERATOR® QuickSet [LATEST]; SEL-5030 ACSELERATOR® QuickSet
SEL Software	SEL-5045 TEAM; SEL-5045 TEAM 50 Events, 50 Profile, and 10 Security *
SEL Software	SEL-5601-2015 ACSELERATOR® Analytic Assistant [LATEST]; SEL-5601-2015 ACSELERATOR® Analytic Assistant *
SEL Software	SEL-5073 SYNCHROWAVE® Phasor Data Concentrator (PDC) [LATEST]; SEL-5073 PDC Base + Archiving *

When ordering, please also provide the part number(s) listed below.

Accessory	Part Number	Key Code
17" Touchscreen Monitor with a 19" Rack-Mount Bracket	91610013	N/A
Rack-Mount USB Keyboard/Drawer with Integrated Trackball	91610049	N/A

* Additional Cost

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SIEMENS

Ident. in Property	Description
The RUGGEDCOM RX1500 series is a utility grade layer 2 and layer 3 switch and router. 2 x Power Supply (Hot Swappable) Field replaceable line modules Up to 24-ports 100FX; Up to 24-ports 10/100TX; Up to 8-ports Gigabit Ethernet Up to 12 ports 10FL / 100SX SC, ST, LC and MTRJ Pluggable Optics (SFP) Up to 4 T1/E1 ports Cellular (EVDO / HSPA)* DDS (56K Master/Slave, 64K Slave) Up to 24 RS232/422/485 Power Module 1	HI = 88-300VDC or 85-264VAC, screw terminal block
Power Module 2	HI = 88-300VDC or 85-264VAC, screw terminal block
Mounting Options	RM = 19 " Rack Mount Kit
Switch Type Hardware	L3 = Layer 3 Switch
Manufacturing Modification	XX = Manufacturing modification: none
Software	L3SEL3HW = Layer 3 Standard Edition (with L3 HW)
Line Module 1	6TX01 = 6x 10/100TX RJ45
Line Module 2	6TX01 = 6x 10/100TX RJ45
Line Module 3	6TX01 = 6x 10/100TX RJ45
Line Module 4	FX04 = 2x 100FX - Singlemode 1300nm ST connectors 20km

Product number (MLFB) 6GK60150AM2 33DC0-Z

B-row A01 + B01 + C01 + D01 + E08

RuggedCom order code RX1500-L3-RM-HI-HI-L3SEL3HW-6TX01-6TX01-6TX01-FX04-XX-

Copy & Paste 6GK6015-0AM23-3DC0-Z A01+B01+C01+D01+E08

Conditions of supply and delivery



CITY OF BANNING
ALOHA & AIRPORT SUBSTATION
MPP QUOTE #24277-CA1

15KV WALK-IN SWITCHGEAR-ALOHA SUBSTATION

Qty	Description		Vendor
1	Walk-in enclosure, 38'Lx14'W insulated, walls w-R-19 & roof w-R-30 insulation 3/16"thick floor plates, 12" structural base		MYERS
10	Indoor section		MYERS
1	4" x 4" Wireway		
1	Cable entrance enclosure, N-3R	36Wx 80H x 36D Auxiliary within lineup	MYERS
1	Cable Tray 24"W x 5"D		
1	Lot rain gutters		MYERS
2	Door Canopy/awning		MYERS
2	Door, Insulated, 3' x 7'	Insulated	MYERS
1	Door, Insulated, 4' x 8'	Insulated	MYERS
3	Panic Hardware		MYERS
3	Door Closer		MYERS
3	Window for door, 24" x 36"		MYERS
2	Fire extinguisher,	Wall mount, FE-13	
2	Smoke Detectors		
6	Copper Transfer Bus, 1200A	Epoxy Coated	MYERS
10	Copper Main Bus, 1200A	Epoxy Coated	MYERS
1	LOT Boots		
7	15KV, 40KVA, 1200A VCB Element	PVMX1A1A1A2202G1A2	POWELL
7	15KV, 40KA, 1200A, cell only		POWELL
7	MOC 5a & 5b		POWELL
1	E/O Racking-in Device		POWELL
7	Saddle for above item	Per VCB	POWELL
1	Portable Lifter		POWELL
1	Accessories	Charging Handle, Maintenance Device	POWELL
1	Test Jumper	Cat# 177C3943G001	POWELL
1	Test Cabinet		POWELL
1	Ground & Test Device		POWELL
12	Indicating Lights	#116B6708G41X, type ET-16, LED, R, G	Ledtronics/GE
4	Load Interrupter Switch, 1200A, 40KA, EO		ABB
8	Push Button SW-R, G	#CR104PBG91R1 & G1	GE
24	Current Transformer, 1200:5	SR, C400 ITI #785-122	GE (ITI)
12	Current Transformer, 1200:5	MR, C400 ITI #786-122MR	GE (ITI)
2	Potential Transformer, Drawer		MYERS
6	Potential Transformer, 7200:120V	ITI #PTG5-1-110-722F	General Electric
2	Control Power Transformer, Drawer	Fuse Only	MYERS
2	CPT, 25KVA, 12.47KV-240/120V	Single Phase, #410607	AFP
2	MCCB, 2P, 240V, 150A		Cutler-Hammer
2	METER, M871	#M8712000811X w/D650	Bitronics
8	Local/Remote Switch	Type 24, #24202B	Electroswitch
2	Current test block, 6 pole	Type PK-2, #6422120G4	General Electric
6	Voltage test block, 4 pole	Type PK-2, #6422120G3	General Electric
6	Test block, 10 pole	Type FT-19R, #FS2G171001001	ABB
2	Test block, 10 pole	Type FT-19R, #FS2G083001001	ABB
4	Test block, 10 pole	Type FT-19R, #FS2G171171001	ABB
4	86, Lockout Relay, Hand Reset	Series 24, #7808D	Electroswitch



8	Multi-function relay, SEL-351S	#0351S7X3B3A54X1	Schweitzer Engine
2	Multi-function relay, SEL-0387	#0387E013X53XX42	Schweitzer Engine
2	Multi-function relay, SEL-0587Z	#05871032531	Schweitzer Engine
2	Multi-function relay, SEL-0551	#051C0BX5C3X	Schweitzer Engine
12	L/A, 8.4KV, Intermediate type-EXLIM R	#R015MA012A	ABB
6	Key Interlock		KK
27	Strip Heater, 240V, 500W	w/Guard	Watlow
5	Thermostat		King
1	Stainless steel hardware		MYERS
6	Lifting Lugs		
6	AL. Removable plates, 18"X24"		
8	Safety mat for California		
1	Fold down table	40x30	McMaster-Carr
1	HVAC, 6 Ton, 10KW	#W72AA-A10XP4XXJ	Bard
1	Battery enclosure	W/plexi glass front & intake/exhaust vents	MYERS
1	Battery 125vdc, 110AH, W/Accessories	#3DJ-100	C&D
1	Rack, Two Tier W/ Spill Container	Zone 4	C&D
1	Charger, 30A, 130V, 1Ph.	#AT10130030E240SXSXAXXXX	BAE
1	Eye Wash, 16 Gallon	Wall Mount, #90320	SELLSTROM
1	Exhaust fan, wall mount		
1	Combo Louver/Damper		McMaster-Carr
1	Timer		MYERS
1	Auxiliary interposing relay		
2	PB		MYERS
10	Receptacle, interior, 120V, 20A		Grainger
6	Fluorescent Fixture, 4FT.	2-Tube	
2	LED Emergency Light Battery Pack		
2	Emergency light Shut off sw	CB-90	MYERS
2	Light Switch, 3-Ways	120V	
2	Receptacle, Exterior, 120V, 20A		Grainger
20	LED Light		Grainger
10	Light Switch, On-Off	120V	
7	DC Emergency Light		McMaster-Carr
2	Light Switch, On-Off	120V	
2	Exit Sign Lighted	Red	Grainger
1	AC Pnlb, 120/240V, 1- 225A main, 42 circuit	20KA,	CH
1	DC Pnlb, 125V, 225A mcb, 40 circuit	22KAIC	CH
1	MTS, 225A, 3P, Nema 1, 120/240v		CH
1	Yard Exterior light control J/B w/photocell	2-30A SW., 30A Contactor Electrically held	MYERS
4	Ground Pad	Stainless steel	MYERS
6	Lifting eyes		MYERS
1	Spare Parts:		
6	Spare PT Fuse, .5E		General Electric
4	Spare CPT Fuse, 10E		General Electric
1	Case Gray Touchup Paint Cans		MYERS
2	Relay test plug, 10-point		ABB
2	SEL-5010 Relay Assistant, Single Seat License	Plus Ethernet, SEL #501011WX4	Schweitzer Engine
2	SEL-5601 Accelerator Analytic, Single Seat License	SEL #56011954	Schweitzer Engine
2	Fuse Pullers		
1	Subnet Substation Server Software, P/N	SUBP-218	Subnet



RELAY PANELS

Qty	Description		Vendor
1	Indoor section, 11 ga.	32"W x90"H Relay Panel	Myers
1	Ground Bus		Myers
1	GPS Clock	#2407-0001B, +200-2005,234-0113&C960	Schweitzer Engine
1	Monitor-17"LCD Touchscreen	#91610013	Schweitzer Engine
1	Keyboard w/Integrated track ball	#91610049	Schweitzer Engine
1	Server class computer	#3355-NBC-6	Schweitzer Engine
1	Ethernet switch,RX-1500	6GK6015-OAM23-3DCO-Z A01-B01-C01-D01-E01	Ruggedcom
1	Fiber patch& splice panel	C211579-WH	AFL
1	Lot Cables		Myers



CITY OF BANNING
ALOHA & AIRPORT SUBSTATION
MPP QUOTE #24277-CA1

15KV WALK-IN SWITCHGEAR – AIRPORT SUBSTATION

Qty	Description		Vendor
1	Walk-in enclosure, 24'L x 14'W insulated, walls w-R-19 & roof w-R-30 insulation 3/16" thick floor plates, 12" structural base		
4	Indoor section		MYERS
1	4" x 4" Wireway		MYERS
1	Cable entrance enclosure, N-3R	36Wx80Hx36D Auxiliary within lineup	MYERS
1	Cable Tray 24"W x 5"D		
1	Lot rain gutters		MYERS
2	Door Canopy/awning		MYERS
2	Door, Insulated, 3' x 7'	Insulated	MYERS
1	Door, Insulated, 4' x 8'	Insulated	MYERS
3	Panic Hardware		MYERS
3	Door Closer		MYERS
3	Window for door, 24" x 36"		MYERS
2	Fire extinguisher,	wall mount, FE-13	
2	Smoke Detectors		
2	Copper Transfer Bus, 1200A	Epoxy Coated,	MYERS
4	Copper Main Bus, 1200A	Epoxy Coated,	MYERS
1	LOT Boots		
3	15KV, 40KVA, 1200A VCB Element	PVMX1A1A1A2202G1A2	POWELL
3	15KV, 40KA, 1200A, cell only		POWELL
3	MOC 5a & 5b		POWELL
1	E/O Racking-in Device		POWELL
3	Saddle for above item	Per VCB	POWELL
1	Portable Lifter		POWELL
1	Accessories	Charging Handle, Maintenance Device	POWELL
1	Test Jumper		POWELL
1	Test Cabinet		POWELL
1	Ground & Test Device	Type PVV, 1200A/2000A Manually Operated	POWELL
6	Indicating Lights	#116B6708G41X, type ET-16, LED, R, G	Ledtronics/GE
2	Load Interrupter Switch, 1200A, 40KA, EO		ABB
4	Push button sw-R, G	#CR104PBG91R1 & G1	GE
12	Current Transformer, 1200:5	SR, C400 ITI #785-122	GE (ITI)
6	Current Transformer, 1200:5	MR, C400 ITI #786-122MR	GE (ITI)
1	Potential Transformer, Drawer		MYERS
3	Potential Transformer, 7200:120V	ITI #PTG5-1-110-722F	General Electric
1	Control Power Transformer, Drawer		MYERS
1	CPT, 37.5KVA, 12.47KV-240/120V	Single Phase, 410707	AFP
1	MCCB, 2P, 240V, 150A		Cutler-Hammer
1	Meter, M871	#M8712000811X w/D650	Bitronics
5	Local/Remote Switch	Type 24, #24202B	Electroswitch
1	Current test block, 6 pole	Type PK-2, #6422120G4	General Electric
3	Voltage test block, 4 pole	Type PK-2, #6422120G3	General Electric
3	Test block, 10 pole	Type FT-19R, #FS2G171001001	ABB
1	Test block, 10 pole	Type FT-19R, #FS2G083001001	ABB
2	Test block, 10 pole	Type FT-19R, #FS2G171171001	ABB



2	86, Lockout Relay, Hand Reset	Series 24, #7808D	Electroswitch
4	Multi-function relay, SEL-351S	#0351S7X3B3A54X1	Schweitzer Engine
1	Multi-function relay, SEL-0387	#0387E013X53XX42	Schweitzer Engine
1	Multi-function relay, SEL-0587Z	#05871032531	Schweitzer Engine
1	Multi-function relay, SEL-0551	#051C0BX5C3X	Schweitzer Engine
6	L/A, 8.4KV, Intermediate type-EXLIM R	#R015MA012A	ABB
3	Key Interlock		KK
12	Strip Heater, 240V, 500W	W/Guard	Watlow
3	Thermostat		King
4	Lifting Lugs		
4	AL Removable plates, 18"X24"		
4	Safety mat for California		
1	Fold down table	40x30	McMaster-Carr
1	HVAC, 5Ton, 10kW	#W60AA-A10XP4XXJ	Bard
1	Battery enclosure	W/plexi glass front & intake/exhaust vents	MYERS
1	Battery 125vdc, 110AH, W/Accessories	#3DJ-100	C&D
1	Rack, two tier, w Spill Container	Zone 4	C&D
1	Charger, 30A, 130V, 1Ph.	#AT10130030E240SXSXAXXXX	BAE
1	Eye Wash, 16 Gallon	Wall Mount, #90320	SELLSTROM
1	Exhaust fan, wall mount		
1	Combo Louver/Damper		McMaster-Carr
1	Timer		MYERS
1	Auxiliary interposing relay		
2	PB		MYERS
3	Receptacle, interior, 120V, 20A		Grainger
4	Fluorescent Fixture, 4FT.	2-Tube	
2	LED Emergency Light Battery Pack		
2	Emergency light Shut off sw	CB-90	MYERS
2	Light Switch, 3-Ways	120V	
2	Receptacle, Exterior, 120V, 20A		Grainger
8	Led Light		Grainger
4	Light Switch, On-Off	120V	
5	DC Emergency Light,		McMaster-Carr
2	Light Switch, On-Off	120V	
2	Exit sign lighted	RED	Grainger
1	AC Pnlb, 120/240V, 1- 225A main, 42 circuit	20KA	CH
1	DC Pnlb, 125V, 225A mcb, 40 circuit	22KAIC	CH
1	MTS, 225A, 3P, Nema 1, 120/240v		CH
1	Yard Exterior light control J/B w/photocell	2-30A SW 30A Contactor Electrically held	MYERS
4	Ground Pad	Stainless steel	MYERS
4	Lifting eyes		MYERS
1 Spare Parts			
6	Spare PT Fuse, .5E		General Electric
4	Spare CPT Fuse, 10E		General Electric
1	Case Gray Touchup Paint Cans		MYERS
2	Relay test plug, 10-point		ABB
2	SEL-5010 Relay Assistant, Single Seat License	Plus Ethernet, SEL #501011WX4	Schweitzer Engine
2	SEL-5601 AcSELeator Analytic, Single Seat License	SEL #56011954	Schweitzer Engine
2	Fuse pullers		
1	Subnet Substation Server Software, P/N	SUBP-218	Subnet



RELAY PANELS

Qty	Description		Vendor
1	Indoor section, 11 ga.	32"W x90"H Relay Panel	Myers
1	Ground Bus		Myers
1	GPS Clock	#2407-0001B, +200-2005,234-0113&C960	Schweitzer Engine
1	Monitor-17"LCD Touchscreen	#91610013	Schweitzer Engine
1	Keyboard w/Integrated track ball	#91610049	Schweitzer Engine
1	Server class computer	#3355-NBC-6	Schweitzer Engine
1	Ethernet switch, RX-1500	6GK6015-OAM23-3DCO-Z A01-B01-C01-D01-E01	Ruggedcom
1	Fiber patch & splice panel	C211579-WH	AFL
1	Lot Cables		Myers



Power Systems • RYCO Switchgear • Power Pedestals • Inverters & Rectifiers • Abacus Controls

Profile Statement

MYERS Power Products, Inc. ("Myers"), has more than 50 years experience in the electrical industry specializing in low and, medium voltage switchgear, service pedestals, inverters, metal enclosures, battery back-up systems, etc.

MYERS is a full service Engineering and Manufacturing facility with more than 200,000 square feet of production space and is uniquely qualified to design, engineer and manufacture a variety of products for the distribution, control, generation and management of electrical energy and other dynamic processes. Utilizing a highly trained, skilled, and flexible engineering staff, we design customized switchgear, power control systems, service pedestals, battery back-up systems, inverters, and NEMA enclosures to meet our customer's demanding and specific requirements.

Headquartered in Ontario, California, our modern complete factory fabricates enclosures from simple indoor NEMA 1 enclosures to large complex integrated Power Distribution Centers that withstand the environmental rigors of Alaska as well as, Saudi Arabia; with our own specialized wet and powder painting systems, we differentiate ourselves from other independent switchgear and pedestal manufacturers. Our bus fabrication department can meet the most complex of challenges; and our assembly and wiring departments have the skill and experience to turn out flawless turn-key equipment.

MYERS is industry recognized for the quality and performance of its various products and committed to the goal of providing quality reliable and dependable products and services that meet or exceed the most stringent technological requirements and quality standards. Offering complete on-time manufacturing and turnkey installations, our products are UL (Underwriters Laboratories) listed, and meet or surpass the NEMA (National Electrical Manufacturers Association) and IEEE (Institute of Electrical and Electronics Engineers') standards.

MYERS has a distinguished list of satisfied customers spanning a broad range of industries, including: public and private utilities; NASA; the U.S. Army and Navy; the Corps of Engineers; large industrial, educational and research & development complexes, petrochemical producers and refiners, as well as, hundreds of Cities and Counties.

Our products are installed throughout North America, as well as the Antarctica, China, El Salvador, Guatemala, Hawaii, Indonesia, Panama, Peru, Saudi Arabia and Taiwan.

Myers Power Products' mission is to turn our customer's engineering challenges into our successes; Myers can be depended upon as the single source to expeditiously satisfy your power supply needs.



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SALES HISTORY:

2013	\$123,574,098
2012	\$122,867,763
2011	\$95,023,360
2010	\$85,374,419
2009	\$98,898,946
2008	\$121,136,416
2007	\$117,000,000
2006	\$92,000,000
2005	\$85,000,000
2004	\$50,000,000
2003	\$60,000,000
2002	\$40,000,000
2001	\$35,000,000

SIZE AND LOCATION OF FACILITIES:

CALIFORNIA	250,000 SF
OHIO	150,000 SF
MEXICO	68,000 SF
PENNSYLVANIA	73,000 SF
TEXAS	1,518 SF

Myers Power Products, Inc. has a full service Field Service Department with qualified trained personnel who are thoroughly, in detail, familiar with all of the equipment to be furnished and capable of directing any major or minor repair work, which may be required on the equipment.

Our Field Service Location is:

2950 E. Philadelphia Street
Ontario, California
Ph: 909-923-1800
Fax: 909-923-1806

219 E. Maple Street
Suite 100-200E
N. Canton, OH 44720
Phone: 330-834-3200
Fax: 330-834-3201



Myers Power Products, Inc.

Myers 5kV and 15kV User's List

Job #	Company Name	Description	Dollar \$	Order Date
2512	Lenoir City Utilities Board	15kV Outdoor Non Walk-In Switchgear	\$470,000	2009
2486	City of Hamilton, OH	15kV Indoor Switchgear	\$600,000	2009
MPP	Doyon Utilities - Fort Richardson, AK	15kV & 34.5kV Switchgear	\$1,484,000	2008
2447	Amaya Electric	15kV Outdoor Switchgear	\$400,000	2008
2442	Mayer Electric	5kV Outdoor Walk-In Switchgear in a PDC	\$550,000	2008
2408	City of Niles, OH	5kV Outdoor Non Walk-In Switchgear	\$100,000	2008
2375	Power Systems Development	15kV Outdoor Walk-In Switchgear in a PDC	\$200,000	2008
2352	Lebanon Utilities	15kV Outdoor Walk-In Switchgear	\$400,000	2007
2343	City of Lenoir, TN	15kV Outdoor Non Walk-In Switchgear	\$300,000	2007
2321	City of Geneva, IL	15kV Outdoor and 38kV Switchgear	\$400,000	2007
2305	Bayer CropScience	15kV Indoor Switchgear	\$600,000	2007
2266	Allied Erecting & Dismantling Co.	15kV Outdoor Non Walk-In Switchgear	\$330,000	2007
MPP	City of Corona, CA	15kV Indoor Switchgear	\$174,000	2006
MPP	Grays Harbor PUD	15kV Walk-In Switchgear	\$507,000	2006
MPP	City of Murray City, UT	15kV Power Distribution Center	\$379,000	2006
2242	New Holstein Utilities	15kV Outdoor Walk-In Switchgear	\$540,000	2006
2231	Texas Eastern Transmission	15kV Indoor Switchgear	\$170,000	2006
2206	Vineland Muni Electric Utility	15kV Indoor Switchgear	\$500,000	2006
MPP	Las Alamos County	15kV Walk-In Switchgear	\$162,000	2005
MPP	Benton County PUD	15kV Indoor Switchgear	\$176,000	2005
MPP	Centralia Alliance Agreement	15kV Walk-In Switchgear	\$1,400,000	2005
MPP	Snohomish County PUD	15kV Outdoor Walk-In Switchgear	\$660,000	2005
MPP	Tacoma Public Utilities	15kV Switchgear	\$780,000	2005
MPP	City of Vernon	15kV Walk-In Switchgear	\$610,000	2004
1781	City of Cuyahoga Falls, OH	15kV and 38kV Indoor Switchgear	\$500,000	2004
1769	Kings River Conservation District	15kV Switchgear in a PDC	\$240,000	2004
MPP	Conectiv	15kV Outdoor Walk-In Switchgear	\$230,000	2004
MPP	Tacoma Public Utilities	5kV Switchgear	\$205,000	2003
1743	Central Hudson Gas & Electric	15kV Indoor Switchgear	\$920,000	2003
1710	Conectiv	15kV Switchgear in a PDC	\$2,100,000	2003
1632	El Paso Electric	15kV Indoor Switchgear	\$190,000	2003
1573	Puerto Rico Electric Power Authority	15kV Indoor Switchgear	\$390,000	2002
1299	El Paso Electric	15kV Switchgear and Bus Duct	\$360,000	2001
1216	Wellton Mohawk	15kV Switchgear	\$700,000	2000

SERVICE

Myers offers full lifecycle services that enable you to get the most out of your equipment. From installation and startup, to life extension services, our electrical systems experts are available to ensure proper placement and connection, sequence of operations, regular maintenance, troubleshooting, and other topics related to maximizing safety, uptime, and performance.

Our services include:

RETROFITS & RETROFILS

Modernize your electrical equipment with Myers Retrofit & Retrofil Services. Aging electrical systems can become problematic with little to no warning, and finding replacement parts for that equipment can be time consuming and expensive. Our engineered retrofit and retrofil solutions allow you the flexibility to replace the most critical components in your electrical systems, while continuing to use existing switchgear, cables, and/or bus ducts that is still in good condition.

INSTALLATION SUPERVISION

Proper installation is critical to safety, reliability, proper operation and longevity. Myers offers technical direction and oversight to ensure proper installation of your new electrical equipment. Our technical experts can advise on many typical installation items, including installation preparation, rigging, any needed reassembly, equipment placement, cabling, and integration with existing equipment. Eliminate costly and time consuming re-work with professional guidance.

STARTUP & ACCEPTANCE TESTING

Testing newly purchased equipment gives peace of mind that the equipment was received and installed as it was tested in the factory, thus reducing the risk for unplanned failure. Myers' skilled technicians are available to provide supervision, or we can perform the testing on your behalf.

SITE CERTIFICATION

Myers technicians are trained in IEEE-based battery systems site certification inspections, which allow you to avoid battery damage and verify interconnection integrity, state of charge, and overall correctness of the installation prior to initial charging and dynamic testing. These inspections are comprised of mechanical inspection, pre-charge electrical inspection, and electrochemical-chemical inspection prior to load testing.

IEEE LOAD TESTING

Myers field technicians are available to perform load testing on newly installed and in-service equipment. Each test is designed specifically for your equipment, in accordance with IEEE and other industry standards, and verifies that the equipment performs as required with normal and peak loads.

SYSTEM COMMISSIONING

Ensure your entire system is functioning as designed with Myers' System Commissioning Services. While startup and acceptance testing only evaluates each piece of equipment to confirm it is functioning as designed, system commissioning tests the entire system as a whole by following a custom designed site commissioning plan.

TRAINING

Equip your personnel with the knowledge they need to safely operate and keep your equipment up and running with Myers training programs. Each course is customized to the unique design of your equipment and encompasses classroom instruction and hands-on training.

PREVENTIVE MAINTENANCE

Avoid costly repairs and disruptive system outages with an effective preventive maintenance program. Myers preventive maintenance programs are designed specifically for your equipment, by the technical experts who engineered and manufactured your equipment. These programs encompass inspections, adjustments, cleaning, and performance verification to ensure that your equipment is in good repair and is functioning properly. Our skilled technicians can supervise your crew, or we can provide the required testing and maintenance services.



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BATTERY TESTING & MONITORING

Ensure that your battery backup systems will provide maximum output when needed. Myers Battery Testing and Monitoring services not only offer peace of mind but also extend battery life, enhance safety, and minimize maintenance costs.

ON SITE TROUBLESHOOTING & REPAIR

Myers electrical experts are ready to diagnose and repair equipment malfunctions and outages. Armed with decades of power systems design and troubleshooting experience as well as comprehensive knowledge of the equipment components, subsystems, and connections, our field technicians are your best resource for quickly restoring peak performance.

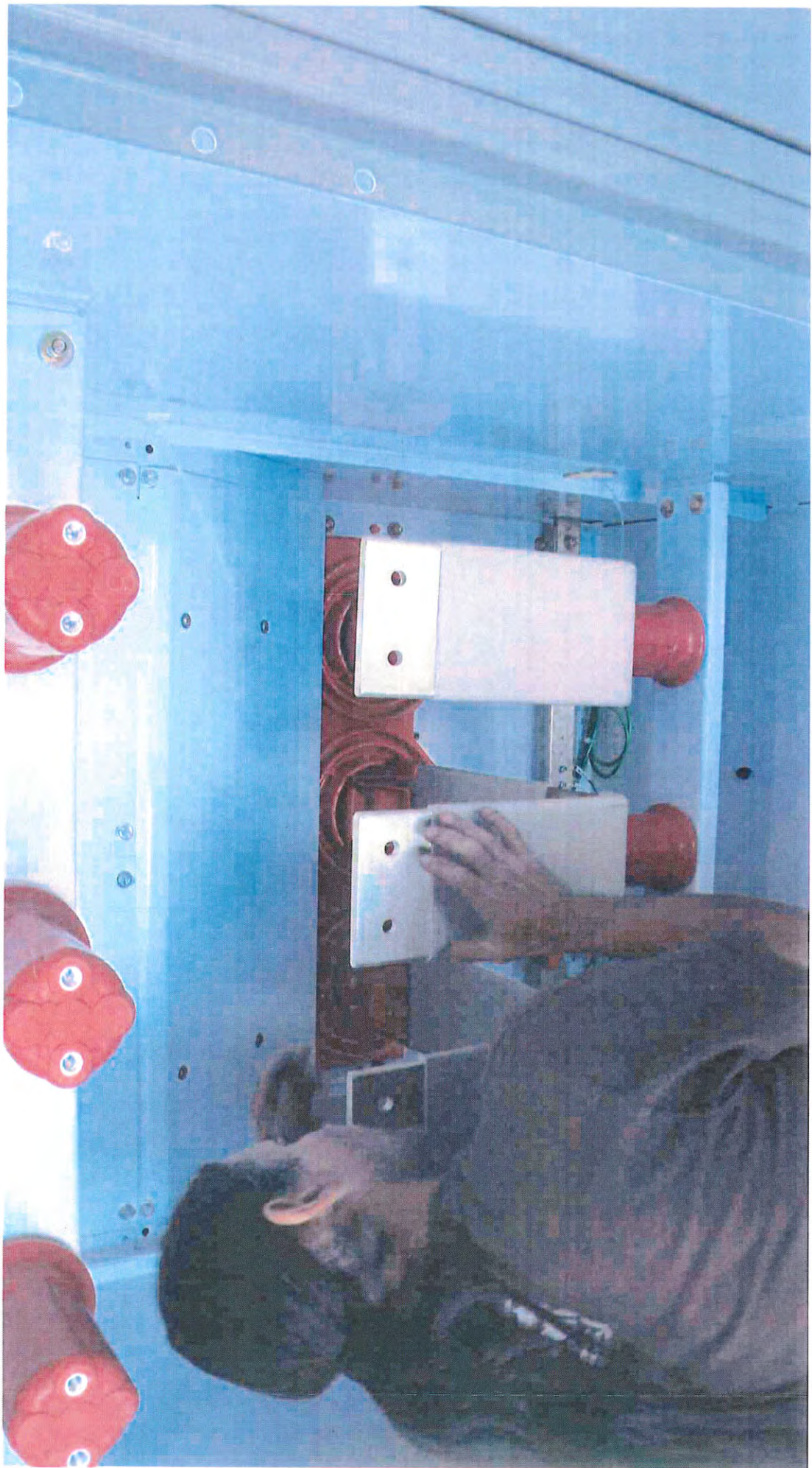
IN-HOUSE REPAIR & REBUILD

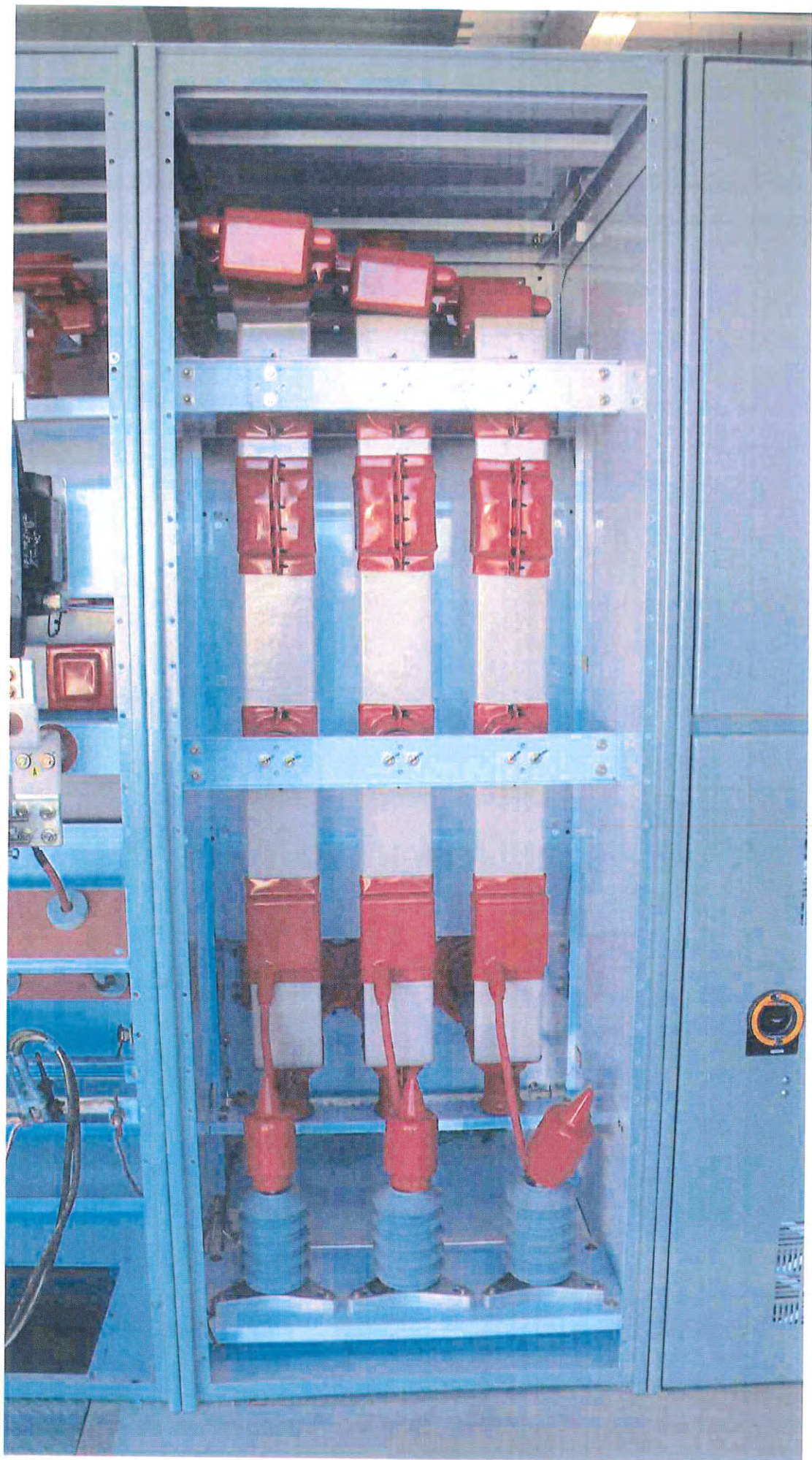
Extend the life of your electrical equipment with Myers' full range of repair, refurbishment, and rebuilding services. Depending upon your requirements, these services can range from merely repairing equipment that was not practical to repair in the field, to a complete rebuild that returns the equipment to as-new condition, enhancing reliability and safety. Repair and Rebuild services are a cost-saving alternative to replacement of individual equipment.

EPA CERTIFIED BATTERY DISPOSAL

Myers offers certified battery disposal services in accordance with EPA standards and local & state regulations. We transport the spent batteries to a certified disposal site and will furnish a certificate of proper disposal upon request.





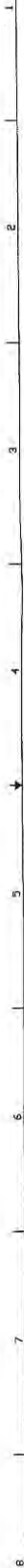




Power Products, Inc. partial information disclosed	CITY OF BANNING AQUILA SUBSTATION 15K/4, 3P, 3W, 99KV, BIL BUILDING ELEVATION AND FLOOR PLAN	SHEET 1 OF 1	CAGE NO. X	SIZE: B
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A vertical number line with tick marks at every integer from 0 to 10. The numbers 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 are labeled next to their respective tick marks. An arrow points to the tick mark for the number 4.

Exhibit “E”



4725 Hwy 28E

Pineville, LA 71360

P: (318) 448-0274

F: (318) 445-7240

distransubstations.com

Proposal for City of Banning Airport and Alola Substations

DTPS Proposal: Q-17434 | DTPS Doc: Q-17434PD001 | Submitted Via Mail | Date 4/5/2016

City Of Banning, CA

City of Banning Public Works Department
99 E. Ramsey Street
Banning, California, 92220

Proposal Amount(s) & Notes:

\$180,750.00

Proposal Type:

- ☒ **Firm Lump Sum** - This proposal presents a single, set price that includes all checked items in the scope.
- ☐ **Budget** - This proposal price is not firm; more information is required before order acceptance.
- ☐ **Unit Price** - This proposal is priced based on unit costs.
- ☐ **Cost Plus** - This proposal is priced based on costs plus specific fees, described below.
- ☐ **Other** - This proposal is priced on other considerations.

This correspondence is intended to serve as DIS-TRAN's proposal to provide goods and services in support of the above referenced project. Please carefully review this document in its entirety, including all attachments, as part of your comprehensive evaluation of our proposal. We are confident you will find our proposal to be both technically sound and competitively priced. We appreciate your consideration of our proposal and greatly look forward to working with you on this very important project. Please do not hesitate to contact me to discuss any portion of this proposal in further detail.

Proposal Contents:

- Terms
- Scope of Work
- Material Delivery
- Clarifications
- Scheduling

Sincerely,

Brandon D. Davis
Proposal Coordinator
Direct 318.767.2747 Mobile 318.625.8811
Brandon.Davis@Distran.com

(All checked items ☒ are included in or apply to this proposal)

- Provisions for liquidated damages, retainage, extended warranty, security instruments, taxes and tariffs are not included in our proposal, unless specifically noted in this proposal.
- Order Acceptance is subject to credit approval and agreement of final terms and conditions.
- Any deviations to the Scope of Work below may result in a change order affecting both price and delivery.
- Special notice to Owners applying for a construction permit: DIS-TRAN directs attention to potential Owner obligations regarding special inspections that might apply to structural fabrication work included in this proposal as prescribed in Chapter 17 "Structural Tests and Special Inspections" of the International Building Code which has been adopted by most state and local building official jurisdictions.
- Special notice to Owner's Engineers: Post award, DIS-TRAN will endeavor to confirm that the design criteria stipulated in the project specifications provided as a part of the RFP incorporate any special loading conditions that might be prescribed by local building codes. In the event it is determined that the local building code stipulates a design criteria more stringent than criteria stated in the project specifications, DIS-TRAN will notify the Owner's Engineer and seek an equitable contract amendment.
- Freight: ☒ Included or ☐ pre-paid and added to the invoice.
- ☒ Freight terms are DDP jobsite with the use of common carriers. ☐ Freight terms are EX-Works Factory. Visit distransubstations.com for a complete listing of shipping term options.
- Pricing and scheduling shown above is for a complete package. Partial orders may require us to re-evaluate pricing.
- This proposal is valid for 30 days. Pricing is firm through the quoted delivery period
- Payment Terms are net 30 days from submittal of invoices; a 1%% service charge will be applied to all overdue balances for each month past due.

ADDER OPTIONS

Please note that option prices listed are not included in the proposal amount listed on page one.

ITEM	QTY	UNIT PRICE	TOTAL PRICE
RAYCHEM OHVT TERMINATOR (INFO NOT PROVIDED IN RFP PACKAGE)	6	\$8,362.50	\$50,175.00

☐ See Additional Items on Addendum Page

DIS~TRAN

PACKAGED SUBSTATIONS

SCOPE OF WORK: PROFESSIONAL ENGINEERING AND DESIGN SERVICES

All included Engineering/Design services will be sealed by a Professional Engineer registered in the jurisdiction in which the project is located.

ITEM	SERVICE	COMMENTS	SUBMITTAL ARO/ARAD (WEEKS)	DELIVERY DATE
S1	<input checked="" type="checkbox"/> Structural Calculations, Foundation Reactions, Anchor Bolt Details (Standard Shape Structures) To appropriately size structural systems to support substation equipment and materials to meet or exceed jurisdictional building codes, industry standards, and customer specifications. Includes furnishing base reactions and anchor bolt requirements to serve as inputs for foundation design.	Approval required No clarifications	8 ARO	
S2	<input type="checkbox"/> Structural Calculations, Foundation Reactions, Anchor Bolt Details (Tapered Tubular Structures) See description above.	No approval needed No clarifications	not applicable	
S3	<input checked="" type="checkbox"/> General Arrangement Drawings, Material List, Product Data Sheets To identify the substation layout, fit and specifications of each component and sub-assembly; used by project owners, contractors, manufacturers and installers.	Approval required See Scope Clarifications	12 ARO	
S4	<input type="checkbox"/> Sag & Tension Calculations To develop installation tensions and line sags for strain bus and static wires to ensure that appropriate clearances above grade, other conductors, and nearby structures are maintained for all loading conditions.	No approval needed No clarifications	not applicable	
S5	<input checked="" type="checkbox"/> Anchor Bolt Locations To ensure anchor bolts are optimally located along the slab for reliability and durability.	Approval required No clarifications	12 ARO	
S6	<input type="checkbox"/> Rigid Bus Calculations To ensure all elements of the rigid bus system are appropriately sized for the project requirements. Includes the design of rigid bus conductors, station post insulators, bus support clamps, and damping cable.	No approval needed No clarifications	not applicable	
S7	<input checked="" type="checkbox"/> Major Equipment Drawings To provide the technical specifications, as well as construction, assembly and installation instructions via equipment drawings and literature.	Approval required No clarifications	4 ARO	
S8	<input type="checkbox"/> Lightning Protection Design To safeguard and reduce the probability of damage to the substation and its equipment from direct lightning strikes.	No approval needed No clarifications	not applicable	

DIS-TRAN

PACKAGED SUBSTATIONS

4

Scope of Work: Engineering and Design Services

(continued from previous page)

ITEM	SERVICE	COMMENTS	SUBMITTAL ARO/ARAD (WEEKS)	DELIVERY DATE
S9	<input type="checkbox"/> Lighting Design To ensure proper lighting is established within the substation yard.	No approval needed No clarifications	not applicable	
S10	<input type="checkbox"/> Below Grade Design To provide proper grounding within the substation to protect both equipment and personnel from system surges and lightning strikes.	No approval needed No clarifications	not applicable	
S11	<input checked="" type="checkbox"/> Structural Shop Drawings (Standard Shape Structures) To provide detailed drawings of structural members used in the fabrication process.	Approval required No clarifications	12 ARO	
S12	<input type="checkbox"/> Structural Shop Drawings (Tapered Tubular Structures) See above description.	No approval needed No clarifications	not applicable	
S13	<input type="checkbox"/> Foundation Design with Plans and Details To design of concrete foundations to support steel structures and substation equipment; includes the foundation construction drawings for use in the field.	No approval needed No clarifications	not applicable	
S14	<input checked="" type="checkbox"/> Complete Final Drawing Package Prior to material delivery, DIS-TRAN issues a comprehensive final drawing package complete with all DIS-TRAN generated drawings, vendor equipment drawings, data sheets, material lists and test reports generated through the design of the project	No approval needed No clarifications	per contractual delivery dates applicable	
S15	<input type="checkbox"/>	No approval needed No clarifications	not applicable	
S16	<input type="checkbox"/> See Additional Items on Clarifications Page			

Notes:

This schedule is also based on receipt of all applicable information (customer provided equipment drawings, equipment specifications, etc.) within one (1) week(s) of a notice to proceed.

This schedule allows for a five work-day turn-around time on submittals, not to exceed one (1) round of customer driven modifications. Please note that the overall lead-time for this project is per contractual delivery dates. A complete submittal and material delivery schedule will be developed and issued for review upon order entry.

☐ Additional Notes on Clarifications or Addendum Page

SCOPE OF WORK: ADDITIONAL SERVICES

Please visit distransubstations.com for more information on each of the additional services listed below.

ITEM	SERVICE	CLARIFICATIONS
	Standard Marshalling	
A1	<input checked="" type="checkbox"/> All minor materials (bus and grounding fittings, bolts, etc.) will be received, inspected, inventoried and shipped from our warehouse facility to the jobsite. All major materials (structures, equipment, pipe, cable, etc.) will be shipped direct from the manufacturer's facility to the jobsite. Standard marshaling streamlines project execution by reducing material receiving tasks and reducing occurrence of product loss and damage.	No clarifications
	Full Marshalling	
A2	<input type="checkbox"/> All equipment and materials included in DIS-TRAN's scope of supply will be received, inspected, inventoried and shipped from our warehouse facility to the jobsite. Full marshaling ensures all project materials arrive exactly when needed and in the sequence best suited to support project construction schedules.	No clarifications
	Shipping Containers	
A3	<input type="checkbox"/> Using secure, high quality containers, materials and equipment are delivered on-site fully inventoried, organized, labeled and ready for immediate, on-site use.	No clarifications
	Onsite Material Check-In Services	
A4	<input type="checkbox"/> Onsite Material Check-In Services include a thorough inspection of all materials for potential damage during transit and a comprehensive inventory of all materials to ensure correct quantities have arrived onsite.	No clarifications
	Field Advisory Services	
A5	<input type="checkbox"/> Seasoned personnel experienced in all aspects of the installation of high-voltage substation packages work closely with onsite contractors to ensure proper installation of the DIS-TRAN furnished structures, equipment and materials.	No clarifications
	Pre-Fabricated Bus	
A6	<input type="checkbox"/> DIS-TRAN PFB is a complete electrical conductor assembly, custom-constructed to exacting end-user specifications in a controlled manufacturing environment. It arrives ready to slip into place with little-to-no field assembly or welding.	No clarifications
A7	<input type="checkbox"/> Special Testing	No clarifications
A8	<input type="checkbox"/> Special Inspections	No clarifications
A9	<input type="checkbox"/> Structural Test Assembly	No clarifications
A10	<input type="checkbox"/> See Additional Notes on Clarifications Page	

What can you expect from DIS-TRAN drawings and documents?

DIS-TRAN prides itself on best-in-class project documents and drawings. We are an industry leader in integrating manufacturing and construction information via our CAD system, resulting in highly detailed informative drawings that provide all the information you need to install your station. For more information, please visit distransubstations.com.

DIS-TRAN

PACKAGED SUBSTATIONS

6

MATERIAL DELIVERY

All checked items ☒ are included in this proposal. Contact us for more details on materials listed below but not included in our scope of supply.

ITEM	PRODUCT	CLARIFICATIONS	DELIVERY ARO/ARAD (WEEKS)	DELIVERY OPTIONS
D1	<input checked="" type="checkbox"/> Hot Dipped Galvanized Steel (Standard Shapes) Not Applicable	No clarifications	not applicable	TBD
D2	<input type="checkbox"/> Hot Dipped Galvanized Steel (Tapered Tubular) Not Applicable	No clarifications	not applicable	TBD
D3	<input checked="" type="checkbox"/> Anchor Bolts for Steel Structures	No clarifications	not applicable	TBD
D4	<input checked="" type="checkbox"/> Group Operated Switches Not Applicable	No clarifications	not applicable	TBD
D5	<input type="checkbox"/> Instrument Transformers	No clarifications	not applicable	TBD
D6	<input type="checkbox"/> Instrument Transformer Junction Boxes Not Applicable	No clarifications	not applicable	TBD
D7	<input type="checkbox"/> Hookstick Switches	No clarifications	not applicable	TBD
D8	<input checked="" type="checkbox"/> Arresters	No clarifications	not applicable	TBD
D9	<input type="checkbox"/> Circuit Breakers / Reclosers	No clarifications	not applicable	TBD
D10	<input type="checkbox"/> Voltage Regulators	No clarifications	not applicable	TBD
D11	<input type="checkbox"/> Control Building	No clarifications	not applicable	TBD
D12	<input checked="" type="checkbox"/> Insulators	No clarifications	not applicable	TBD
D13	<input checked="" type="checkbox"/> Bus Material	No clarifications	not applicable	TBD
D14	<input type="checkbox"/> Above Grade Grounding	No clarifications	not applicable	TBD
D15	<input type="checkbox"/> Below Grade Grounding	No clarifications	not applicable	TBD
D16	<input type="checkbox"/> Conduit	No clarifications	not applicable	TBD
D17	<input type="checkbox"/> Trench	No clarifications	not applicable	TBD
D18	<input checked="" type="checkbox"/> Lights	See Scope Clarifications	not applicable	TBD
D19	<input type="checkbox"/> Station Service Transformer	No clarifications	not applicable	TBD
D20	<input type="checkbox"/> Transformer Pit Grating	No clarifications	not applicable	TBD
D21	<input type="checkbox"/> Factory-Built Substation	No clarifications	not applicable	TBD
D22	<input type="checkbox"/> Pre-Fabricated Bus	No clarifications	not applicable	TBD
D23	<input type="checkbox"/> Fuse Disconnect	No clarifications	not applicable	TBD
D24	<input type="checkbox"/>	No clarifications	not applicable	TBD
D25	<input type="checkbox"/>	No clarifications	not applicable	TBD
D26	<input type="checkbox"/> See Additional Notes on Clarifications Page			

Clients say:

"My favorite benefit [of DTPS] is the detail of the drawings themselves. They have a lot of information on there that we can actually give to our contractor."

CLARIFICATIONS

SCOPE CLARIFICATIONS

Information for terminators was requested but not provided prior to the bid due date. A Raychem OHVT 69kV terminator was selected for reference pricing and is proposed as an adder. Firm price can be offered once terminator information is provided by buyer.

Anchor bolts for breakers, transformers, and major equipment not provided by DTPS are not included in our bid price, and can be provided once we have additional specifications for footprint/weights as needed to perform anchor bolt designing.

Lights provided as noted in specification/drawings.

General arrangement drawings will be ballooned and tied to IFC bill of material based on the design provided in the RFP. Design control for the layout of the substation remains with Leidos.

COMMERCIAL CLARIFICATIONS

10% retainage will be invoiced 30 days after final delivery of equipment.

DTPS acknowledges liquidated damages as specified with the inclusion of a maximum cap of 10% of the total contract value.

Unit pricing is not provided for the purpose of addition or reduction in scope. Any changes to the quantities from the proposal BOM will be reviewed for a change order.

TECHNICAL CLARIFICATIONS

DTPS did not verify the "layout" provided meets seismic requirements.

DIS-TRAN

PACKAGED SUBSTATIONS

SCHEDULE

Proposed Payment Schedule

MILESTONE	DESCRIPTION	DELIVERABLES	%
1	Delivery of equipment	S1, S2	90%
2	10% retainage billable 30 days after delivery of equipment.	S10, S11	10%
3			
N/A			
N/A			

Cancellation Schedule (Calendar Days)

PERCENTAGE	START DAY	END DAY
0%	1	7
20%	8	21
40%	22	35
60%	36	49
80%	50	63
100%	64	--

THANK YOU!

We appreciate you considering DIS-TRAN for your project! As you review this proposal, if you have any questions or would like to make any changes, please just let us know. Your direct contact is:



Brandon D. Davis
 Proposal Coordinator
 Direct 318.767.2747 Mobile 318.625.8811
 Brandon.Davis@Distran.com



Clients say:

"Working with DTPS was seamless, and our people were able to communicate well. By the second project, we were a well-oiled machine!"

Let DIS-TRAN power your success.

DIS-TRAN has been an industry leader in the design and supply of high-voltage, open-air substations and switchyards since 1965. We fuse exceptional technical expertise with fast, friendly service standards, so that every project can spark greater success and business results for you. Visit distransubstations.com for more information.

ADDENDUM / ATTACHMENTS

Buyer's Contract Documents completed for bid.

Would a DIS-TRAN Pre-Fabricated Bus System benefit your project?

Pre-fabricated, factory-built bus assemblies compress schedules and costs by eliminating on-site installation to nothing more than fitting the fully assembled equipment into place in the substation, no measuring, cutting, bending or welding required. This also alleviates schedule, cost and safety risks, compared to conventional on-site fabrication methods. For more information, please call, email or visit us at distransubstations.com.



City of Banning Airport Substation
City of Banning, CA
99 E Ramsey Street
Banning, CA

Origination Date:

Material List No: Q-17434ASP

Sheet Number: 1 of 3

ITEM	QTY.	DESCRIPTION	MFG.	TYPE OR CAT. NO.	UNIT PRICE	EXTPRICE
is		AIRPORT SUBSTATION			\$0.00	\$0.00
		HOT DIPPED GALVANIZED STEEL STRUCTURES			\$0.00	\$0.00
S1	1	H-FRAME DEADEND STRUCTURE WITH PROVISIONS FOR - 69KV DEAD END SUSPENSION - UNDERHUNG ARRESTERS - 3 PHASE GROUP OPERATED CENTER BREAK VEE TYPE SWITCHES - LIGHTNING MASTS - 32' PULLOFF HEIGHT	KLUTE, INC.	APPX WT = 8,500 LBS EA	\$17,053.14	\$17,053.14
S2	1	THREE PHASE, SINGLE LEG BUS SUPPORT, 22" BUS HEIGHT - 6' PHASE SPACING (69KV)	KLUTE, INC.	APPX WT = 930 LBS EA	\$1,865.81	\$1,865.81
GP1	2	GROUND PLATFORM, 3 x 4 (FOR SWITCHES)	P&R METALS		\$165.98	\$331.96
AB1	LOT	ANCHOR BOLTS FOR ALL STEEL STRUCTURES PROVIDED BY DTSP	T.F.		\$1,226.84	\$1,226.84
TB1	LOT	GALVANIZED EQUIPMENT MOUNTING BOLTS	T.F.		\$216.50	\$216.50
		69KV MAJOR EQUIPMENT			\$0.00	\$0.00
1	3	STATION CLASS METAL OXIDE SURGE ARRESTER, 27KV DUTY CYCLE, 22KV MCOV FOR 34KV GROUND WYE SYSTEM, UNDERHUNG OHIO BRASS DYNAVAR	OHIO BRASS	EVP2022003001	\$527.50	\$1,582.50
2	6	STATION POST INSULATOR, 69KV, 350KV BIL, TR-216, GRAY 1500 # CANTILEVER STRENGTH	OHIO BRASS	PSP2163001	\$143.97	\$863.82
3	2	69KV, 600 AMP, 350KV BIL, 40KA MOM, 3 PHASE GROUP OPERATED ALUMINUM CENTER BREAK VEE SWITCH, COMPLETE WITH: A. SWING HANDLE OPERATOR B. VERTICAL MOUNTED TYPE C. STANDARD ARCING HORNS D. TR-216 STATION POST INSULATORS, ASSEMBLED E. PROVISION FOR PADLOCKING IN OPEN OR CLOSED POSITION	USCO	AGCH5V07212SIP3216AHS H	\$6,978.58	\$13,957.16
4	3	69KV POLYMER SUSPENSION INSULATOR, Y-CLEVIS, 52-5 BALL 25K SML, LEAKAGE DISTANCE = 71.5"	OHIO BRASS	511005-1201	\$125.69	\$377.07

Monday, May 09, 2016

City of Banning Airport Substation
City of Banning, CA
99 E Ramsey Street
Banning, CA

Origination Date:

Material List No: Q-17434ASP

Sheet Number: 2 of 3

ITEM	QTY.	DESCRIPTION	MFG.	TYPE OR CAT. NO.	UNIT PRICE	EXTPRICE
		69KV BUS & MATERIALS			\$0.00	\$0.00
5	60	RIGID BUS PIPE, ALUMINUM, 3" DIA. NPS, SCH 40, 6063-T6, ASTM B241, 53% IACS CONDUCTIVITY, 2.621PLF, 25KSI YIELD STRENGTH, (20' CUT LENGTHS)	WILLIAMS M		\$14.17	\$850.20
6	150	795 MCM AAC, 37 STRAND, CODE NAME "ARBUTUS"	AWG		\$2.02	\$303.00
7	60	266.8 MCM ACSR, 26/7 STRAND, CODE NAME "PARTRIDGE" (DAMPENING)	AWG		\$1.01	\$60.60
8	3	COUPLER, 3" IPS ALUMINUM TUBING TO 3" IPS ALUMINUM TUBING, 90 DEGREE	DMC	PLK1400D48E4	\$130.44	\$391.32
9	3	BUS SUPPORT CLAMP, 3" IPS ALUM TUBING TO 3" B.C.,	DMC	PLK2230D48E12	\$102.09	\$306.27
10	3	TERMINAL, 3" IPS ALUM TUBING TO 4 HOLE PAD, 45 DEGREE	DMC	PLK1860D48B	\$142.69	\$428.07
11	3	TERMINAL, 3" IPS ALUM TUBING TO 4 HOLE PAD,	DMC	PLK1880D48B	\$139.25	\$417.75
12	24	TERMINAL, 795 AAC TO 4 HOLE PAD,	DMC	CPLK9442D07950S	\$53.50	\$1,284.00
13	3	BUS SUPPORT CLAMP, 795 MCM AAC TO 3" B.C.,	DMC	CL451D07950E1S	\$228.77	\$686.31
14	3	TEE CONNECTOR, 795 MCM AAC TO 795 MCM AAC,	DMC	CL731D0795007950S	\$178.18	\$534.54
15	3	TEE CONNECTOR, 795 MCM AAC TO 4 HOLE PAD	DMC	CPLK9514D07950S	\$147.71	\$443.13
16	6	ANCHOR SHACKLE, 5/8" PIN, 30,000#	AEC	AS25	\$9.40	\$56.40
17	3	Y-CLEVIS SOCKET	AEC	SYC30	\$24.98	\$74.94
18	3	FT DEAD END, SINGLE PAD, AAC ARBUTUS 37 STR. LILAC 61 STR 795KCMIL, TERMINAL & HARDWARE	DMC	DB9918825	\$408.31	\$1,224.93
		SUBSTATION LIGHTING & MISC			\$0.00	\$0.00
19	2	HOLOPHANE BANTAM 2000 LED, BALED, 5000K COLOR TEMPERATURE, AUTO-SENSING 120-277 VAC, PENDANT MOUNTING, PRISMATITE OPTICS, BALED-5L-5K-AS-P-G	MID STATE		\$685.59	\$1,371.18

Monday, May 09, 2016

<div>DIS-TRAN</div> <div>PACKAGED SUBSTATIONS</div>			City of Banning Airport Substation City of Banning, CA 99 E Ramsey Street Banning, CA		Origination Date: Material List No: Q-17434ASP Sheet Number: 3 of 3	
ITEM	QTY.	DESCRIPTION	MFG.	TYPE OR CAT. NO.	UNIT PRICE	EXTPRICE
20	2	HOLOPHANE, OUTDOOR LUMINAIRE, PETROLUX LED GEN 2 TYPE 5, 98 LED's, 5000k COLOR TEMP, AUTO-SENSING 120-177 VAC, UNIVERSAL MOUNTING, WHITE FINISH PLED 2-10L-5K-AS-UN-NA-W-L5H	MID STATE		\$956.94	\$1,913.88
21	2	MOUNTING BRACKET, HOLOPHANE 072332WH	MID STATE		\$242.48	\$484.96
22	2	DOWNLIGHT THREAD ADAPTER, HOLOPHANE NI128	MID STATE		\$16.02	\$32.04
23	2	ADAPTER, HOLOPHANE PF604H	MID STATE		\$26.41	\$52.82
24	2	JUNCTION BOX WITH LP3025 BACK PLATE OR EQUAL JUNCTION BOX EQUIPPED WITH NON LOCKING HANDLE ASSY HOFFMAN LHC302515SS6	MID STATE		\$1,577.58	\$3,155.16
25	2	12 POINT TERMINAL BLOCK, GE TYPE EB25	MID STATE		\$46.19	\$92.38
26	LOT	TERMINAL BOLTS	T.F.		\$360.84	\$360.84
Total Price:					\$51,999.52	

Monday, May 09, 2016

City of Banning Alola Substation
City of Banning, CA
99 E Ramsey Street
Banning, CA

Origination Date:
Material List No: Q-17434BSP
Sheet Number: 1 of 3

ITEM	QTY.	DESCRIPTION	MFG.	TYPE OR CAT. NO.	UNIT PRICE	EXTPRICE
		ALOLA SUBSTATION			\$0.00	\$0.00
		HOT DIPPED GALVANIZED STEEL STRUCTURES			\$0.00	\$0.00
S1	1	DOUBLE BOX BAY STRUCTURE COMPLETE WITH PROVISIONS FOR: - 69KV VERTICAL BREAK SWITCHES - VERTICAL MOUNT BUS SUPPORTS (BRKR & TERMINATOR PULL) - 69KV VERTICAL BREAK TIE SWITCH - 69KV VERTICAL BREAK VERTICAL MOUNTED SWITCHES - 35' STRUCTURE HEIGHT	KLUTE, INC.	APPX WT = 20,200 LBS EA	\$36,144.38	\$36,144.38
S2	2	69KV TERMINATOR STRUCTURE, 3 PHASE, 13'-6" STRUCTURE HEIGHT	KLUTE, INC.	APPX WT = 750 LBS EA	\$1,341.99	\$2,683.98
GP1	7	GROUND PLATFORM, 3 x 4	P&R METALS		\$148.04	\$1,036.28
AB1	LOT	ANCHOR BOLTS FOR ALL STEEL STRUCTURES PROVIDED BY DTFS	T.F.		\$901.10	\$901.10
TB1	LOT	GALVENIZED EQUIPMENT MOUNTING BOLTS	T.F.		\$386.19	\$386.19
		69KV MAJOR EQUIPMENT			\$0.00	\$0.00
1	18	STATION POST INSULATOR, 69KV, 350KV BIL, TR-216, GRAY 1500 # CANTILEVER STRENGTH	OHIO BRASS	PSP2163001	\$128.41	\$2,311.38
2	6	STATION POST INSULATOR, 69KV, 350KV BIL, TR-216, GRAY 1500 # CANTILEVER STRENGTH, UNDERHUNG	OHIO BRASS	PSP2163001	\$128.41	\$770.46
3	3	69KV, 600 AMP, 350KV BIL, 40KA MOM, 3 PHASE GROUP OPERATED COPPER VERTICAL BREAK SWITCH, COMPLETE WITH: A. TR-216 STATION POST INSULATORS B. MANUAL SWING HANDLE OPERATOR C. STANDARD ARCING HORNS	USCO	AVR07212SIP3216AHSH	\$6,984.81	\$20,954.43
4	4	69KV, 600 AMP, 350KV BIL, 40KA MOM, 3 PHASE GROUP OPERATED COPPER VERTICAL BREAK SWITCH, COMPLETE WITH: A. TR-216 STATION POST INSULATORS B. MANUAL SWING HANDLE OPERATOR C. VERTICAL MOUNT D. STANDARD ARCING HORNS	USCO	AVR07212SIP3216AHSH	\$6,984.81	\$27,939.24

Monday, May 09, 2016

City of Banning Alola Substation
 City of Banning, CA
 99 E Ramsey Street
 Banning, CA

Origination Date:
 Material List No: Q-17434BSP
 Sheet Number: 2 of 3

ITEM	QTY.	DESCRIPTION	MFG.	TYPE OR CAT. NO.	UNIT PRICE	EXT PRICE
5	6	STATION CLASS METAL OXIDE SURGE ARRESTER, 22 MCOV, POLYMER (FOR RISERS)	OHIO BRASS	EVP2022003001	\$470.46	\$2,822.76
		69KV BUS & MATERIALS			\$0.00	\$0.00
7	280	RIGID BUS PIPE, ALUMINUM, 3" DIA. NPS, SCH 40, 6063-T6, ASTM B241, 53% IACS CONDUCTIVITY, 2.621PLF, 25KSI YIELD STRENGTH,	WILLIAMS M		\$14.83	\$4,152.40
8	18	COUPLER, 3" IPS ALUMINUM TUBING TO 3" IPS ALUMINUM TUBING, 90 DEGREE	DMC	PLK1400D48E4	\$105.74	\$1,903.32
9	18	BUS SUPPORT CLAMP, 3" IPS ALUM TUBING TO 3" B.C.,	DMC	PLK2230D48E12	\$81.58	\$1,468.44
10	6	TEE CONNECTOR, 3" IPS ALUM TUBING TO 3" IPS ALUM TUBING,	DMC	PLK1500D48E1	\$156.56	\$939.36
11	24	TERMINAL, 3" IPS ALUM TUBING TO 4 HOLE PAD, CENTERFORMED	DMC	PLK1850D48B	\$38.37	\$920.88
12	66	TERMINAL, 795 MCM AAC TO 4 HOLE PAD,	DMC	CPLK9442D07950S	\$47.72	\$3,149.52
13	450	795 MCM AAC, 37 STRAND, CODE NAME "ARBUTUS"	AWG		\$1.80	\$810.00
14	6	BUS SUPPORT CLAMP, 795 AAC TO 3" B.C.	DMC	CL451D07950E1S	\$204.03	\$1,224.18
15	6	TEE CONNECTOR, 795 MCM AAC TO 4 HOLE PAD, BOLTED - (FOR TRANSFORMER ARRESTER)	DMC	CPLK9514D07950S	\$131.74	\$790.44
16	280	266.8 MCM ACSR, 26/7 STRAND, CODE NAME "PARTRIDGE" (DAMPENING)	AWG		\$0.90	\$252.00
17	6	TERMINAL, 3" IPS ALUM TUBING TO 4 HOLE PAD, WELDED, EXPANSION	DMC	PLK2600D48E1	\$667.39	\$4,004.34
		SUBSTATION LIGHTING & MISC			\$0.00	\$0.00
18	4	HOLOPHANE BANTAM 2000 LED, BALED, 5000k COLOR TEMPERATURE, AUTO-SENSING 120-277 VAC, PENDANT MOUNTING, PRISMATITE OPTICS, BALED-5L-5K-AS-P-G	MID STATE		\$611.46	\$2,445.84

Monday, May 09, 2016

City of Banning Aloia Substation
 City of Banning, CA
 99 E Ramsey Street
 Banning, CA

Origination Date:

Material List No: Q-17434BSP

Sheet Number: 3 of 3

ITEM	QTY.	DESCRIPTION	MFG.	TYPE OR CAT. NO.	UNIT PRICE	EXTPRICE
19	4	HOLOPHANE, OUTDOOR LUMINAIRE, PETROLUX LED GEN 2 TYPE 5, 98 LED's, 5000k COLOR TEMP, AUTO-SENSING 120-177 VAC, UNIVERSAL MOUNTING, WHITE FINISH PLED 2-10L-5K-AS-UN-NA-W-L5H	MID STATE		\$853.47	\$3,413.88
20	4	MOUNTING BRACKET, HOLOPHANE 072332WH	MID STATE		\$216.26	\$865.04
21	4	DOWNLIGHT THREAD ADAPTER, HOLOPHANE NI128	MID STATE		\$14.29	\$57.16
22	4	ADAPTER, HOLOPHANE PF604H	MID STATE		\$23.56	\$94.24
23	4	JUNCTION BOX WITH LP3025 BACK PLATE OR EQUAL JUNCTION BOX EQUIPPED WITH NON LOCKING HANDLE ASSY HOFFMAN LHC302515SS6	MID STATE		\$1,407.00	\$5,628.00
24	4	12 POINT TERMINAL BLOCK, GE TYPE EB25	MID STATE		\$41.19	\$164.76
25	LOT	TERMINAL BOLTS	T.F.		\$514.91	\$514.91
Total Price:						\$128,748.91

DIS-TRAN

PACKAGED SUBSTATIONS

1



4725 Hwy 28E

Pineville, LA 71360

P: (318) 448-0274

F: (318) 445-7240

distransubstations.com

Proposal for City of Banning Airport and Alola Substations

DTPS Proposal: Q-17434 | DTPS Doc: Q-17434PD001 | Submitted Via Mail | Date 4/5/2016

City Of Banning, CA

City of Banning Public Works Department
99 E. Ramsey Street
Banning, California, 92220

Proposal Amount(s) & Notes:

\$169,500.00

Proposal Type:

- ☒ **Firm Lump Sum** - This proposal presents a single, set price that includes all checked items in the scope.
- ☐ **Budget** - This proposal price is not firm; more information is required before order acceptance.
- ☐ **Unit Price** - This proposal is priced based on unit costs.
- ☐ **Cost Plus** - This proposal is priced based on costs plus specific fees, described below.
- ☐ **Other** - This proposal is priced on other considerations.

This correspondence is intended to serve as DIS-TRAN's proposal to provide goods and services in support of the above referenced project. Please carefully review this document in its entirety, including all attachments, as part of your comprehensive evaluation of our proposal. We are confident you will find our proposal to be both technically sound and competitively priced. We appreciate your consideration of our proposal and greatly look forward to working with you on this very important project. Please do not hesitate to contact me to discuss any portion of this proposal in further detail.

Proposal Contents:

- Terms
- Scope of Work
- Material Delivery
- Clarifications
- Scheduling

Sincerely,

Brandon D. Davis
Proposal Coordinator
Direct 318.767.2747 Mobile 318.625.8811
Brandon.Davis@Distran.com

DIS-TRAN
PACKAGED SUBSTATIONS

(All checked items ☒ are included in or apply to this proposal)

- ## ADDER OPTIONS

[illegible]

DIS-TRAN

PACKAGED SUBSTATIONS

3

SCOPE OF WORK: PROFESSIONAL ENGINEERING AND DESIGN SERVICES

All included Engineering/Design services will be sealed by a Professional Engineer registered in the jurisdiction in which the project is located.

ITEM	SERVICE	COMMENTS	SUBMITTAL ARO/ARAD (WEEKS)	DELIVERY DATE
S1	<input checked="" type="checkbox"/> Structural Calculations, Foundation Reactions, Anchor Bolt Details (Standard Shape Structures) To appropriately size structural systems to support substation equipment and materials to meet or exceed jurisdictional building codes, industry standards, and customer specifications. Includes furnishing base reactions and anchor bolt requirements to serve as inputs for foundation design.	Approval required No clarifications	8 ARO	
S2	<input type="checkbox"/> Structural Calculations, Foundation Reactions, Anchor Bolt Details (Tapered Tubular Structures) See description above.	No approval needed No clarifications	not applicable	
S3	<input type="checkbox"/> General Arrangement Drawings, Material List, Product Data Sheets To identify the substation layout, fit and specifications of each component and sub-assembly; used by project owners, contractors, manufacturers and installers.	No approval needed No clarifications	not applicable	
S4	<input type="checkbox"/> Sag & Tension Calculations To develop installation tensions and line sags for strain bus and static wires to ensure that appropriate clearances above grade, other conductors, and nearby structures are maintained for all loading conditions.	No approval needed No clarifications	not applicable	
S5	<input type="checkbox"/> Anchor Bolt Locations To ensure anchor bolts are optimally located along the slab for reliability and durability.	No approval needed No clarifications	not applicable	
S6	<input type="checkbox"/> Rigid Bus Calculations To ensure all elements of the rigid bus system are appropriately sized for the project requirements. Includes the design of rigid bus conductors, station post insulators, bus support clamps, and damping cable.	No approval needed No clarifications	not applicable	
S7	<input checked="" type="checkbox"/> Major Equipment Drawings To provide the technical specifications, as well as construction, assembly and installation instructions via equipment drawings and literature.	Approval required No clarifications	4 ARO	
S8	<input type="checkbox"/> Lightning Protection Design To safeguard and reduce the probability of damage to the substation and its equipment from direct lightning strikes.	No approval needed No clarifications	not applicable	

DIS-TRAN

PACKAGED SUBSTATIONS

4

Scope of Work: Engineering and Design Services

(continued from previous page)

ITEM	SERVICE	COMMENTS	SUBMITTAL ARO/ARAD (WEEKS)	DELIVERY DATE
S9	<input type="checkbox"/> Lighting Design To ensure proper lighting is established within the substation yard.	No approval needed No clarifications	not applicable	
S10	<input type="checkbox"/> Below Grade Design To provide proper grounding within the substation to protect both equipment and personnel from system surges and lightning strikes.	No approval needed No clarifications	not applicable	
S11	<input checked="" type="checkbox"/> Structural Shop Drawings (Standard Shape Structures) To provide detailed drawings of structural members used in the fabrication process.	Approval required No clarifications	12 ARO	
S12	<input type="checkbox"/> Structural Shop Drawings (Tapered Tubular Structures) See above description.	No approval needed No clarifications	not applicable	
S13	<input type="checkbox"/> Foundation Design with Plans and Details To design of concrete foundations to support steel structures and substation equipment; includes the foundation construction drawings for use in the field.	No approval needed No clarifications	not applicable	
S14	<input checked="" type="checkbox"/> Complete Final Drawing Package Prior to material delivery, DIS-TRAN issues a comprehensive final drawing package complete with all DIS-TRAN generated drawings, vendor equipment drawings, data sheets, material lists and test reports generated through the design of the project	No approval needed No clarifications	per contractual delivery dates applicable	
S15	<input type="checkbox"/>	No approval needed No clarifications	not applicable	
S16	<input type="checkbox"/> See Additional Items on Clarifications Page			

Notes:

This schedule is also based on receipt of all applicable information (customer provided equipment drawings, equipment specifications, etc.) within one (1) week(s) of a notice to proceed.

This schedule allows for a five work-day turn-around time on submittals, not to exceed one (1) round of customer driven modifications. Please note that the overall lead-time for this project is per contractual delivery dates. A complete submittal and material delivery schedule will be developed and issued for review upon order entry.

☐ Additional Notes on Clarifications or Addendum Page

DIS-TRAN

PACKAGED SUBSTATIONS

SCOPE OF WORK: ADDITIONAL SERVICES

Please visit distransubstations.com for more information on each of the additional services listed below.

ITEM	SERVICE	CLARIFICATIONS
	Standard Marshalling	
A1	<input checked="" type="checkbox"/> All minor materials (bus and grounding fittings, bolts, etc.) will be received, inspected, inventoried and shipped from our warehouse facility to the jobsite. All major materials (structures, equipment, pipe, cable, etc.) will be shipped direct from the manufacturer's facility to the jobsite. Standard marshaling streamlines project execution by reducing material receiving tasks and reducing occurrence of product loss and damage.	No clarifications
	Full Marshalling	
A2	<input type="checkbox"/> All equipment and materials included in DIS-TRAN's scope of supply will be received, inspected, inventoried and shipped from our warehouse facility to the jobsite, Full marshaling ensures all project materials arrive exactly when needed and in the sequence best suited to support project construction schedules.	No clarifications
	Shipping Containers	
A3	<input type="checkbox"/> Using secure, high quality containers, materials and equipment are delivered on-site fully inventoried, organized, labeled and ready for immediate, on-site use.	No clarifications
	Onsite Material Check-In Services	
A4	<input type="checkbox"/> Onsite Material Check-In Services include a thorough inspection of all materials for potential damage during transit and a comprehensive inventory of all materials to ensure correct quantities have arrived onsite.	No clarifications
	Field Advisory Services	
A5	<input type="checkbox"/> Seasoned personnel experienced in all aspects of the installation of high-voltage substation packages work closely with onsite contractors to ensure proper installation of the DIS-TRAN furnished structures, equipment and materials.	No clarifications
	Pre-Fabricated Bus	
A6	<input type="checkbox"/> DIS-TRAN PFB is a complete electrical conductor assembly, custom-constructed to exacting end-user specifications in a controlled manufacturing environment. It arrives ready to slip into place with little-to-no field assembly or welding.	No clarifications
A7	<input type="checkbox"/> Special Testing	No clarifications
A8	<input type="checkbox"/> Special Inspections	No clarifications
A9	<input type="checkbox"/> Structural Test Assembly	No clarifications
A10	<input type="checkbox"/> See Additional Notes on Clarifications Page	

What can you expect from DIS-TRAN drawings and documents?

DIS-TRAN prides itself on best-in-class project documents and drawings. We are an industry leader in integrating manufacturing and construction information via our CAD system, resulting in highly detailed informative drawings that provide all the information you need to install your station. For more information, please visit distransubstations.com.

DIS-TRAN

PACKAGED SUBSTATIONS

MATERIAL DELIVERY

All checked items ☒ are included in this proposal. Contact us for more details on materials listed below but not included in our scope of supply.

ITEM		PRODUCT	CLARIFICATIONS	DELIVERY ARO/ARAD (WEEKS)	DELIVERY OPTIONS
D1	<input checked="" type="checkbox"/>	Hot Dipped Galvanized Steel (Standard Shapes) Not Applicable	No clarifications	not applicable	TBD
D2	<input type="checkbox"/>	Hot Dipped Galvanized Steel (Tapered Tubular) Not Applicable	No clarifications	not applicable	TBD
D3	<input checked="" type="checkbox"/>	Anchor Bolts for Steel Structures	No clarifications	not applicable	TBD
D4	<input checked="" type="checkbox"/>	Group Operated Switches Not Applicable	No clarifications	not applicable	TBD
D5	<input type="checkbox"/>	Instrument Transformers	No clarifications	not applicable	TBD
D6	<input type="checkbox"/>	Instrument Transformer Junction Boxes Not Applicable	No clarifications	not applicable	TBD
D7	<input type="checkbox"/>	Hookstick Switches	No clarifications	not applicable	TBD
D8	<input checked="" type="checkbox"/>	Arresters	No clarifications	not applicable	TBD
D9	<input type="checkbox"/>	Circuit Breakers / Reclosers	No clarifications	not applicable	TBD
D10	<input type="checkbox"/>	Voltage Regulators	No clarifications	not applicable	TBD
D11	<input type="checkbox"/>	Control Building	No clarifications	not applicable	TBD
D12	<input checked="" type="checkbox"/>	Insulators	No clarifications	not applicable	TBD
D13	<input checked="" type="checkbox"/>	Bus Material	No clarifications	not applicable	TBD
D14	<input type="checkbox"/>	Above Grade Grounding	No clarifications	not applicable	TBD
D15	<input type="checkbox"/>	Below Grade Grounding	No clarifications	not applicable	TBD
D16	<input type="checkbox"/>	Conduit	No clarifications	not applicable	TBD
D17	<input type="checkbox"/>	Trench	No clarifications	not applicable	TBD
D18	<input type="checkbox"/>	Lights	No clarifications	not applicable	TBD
D19	<input type="checkbox"/>	Station Service Transformer	No clarifications	not applicable	TBD
D20	<input type="checkbox"/>	Transformer Pit Grating	No clarifications	not applicable	TBD
D21	<input type="checkbox"/>	Factory-Built Substation	No clarifications	not applicable	TBD
D22	<input type="checkbox"/>	Pre-Fabricated Bus	No clarifications	not applicable	TBD
D23	<input type="checkbox"/>	Fuse Disconnect	No clarifications	not applicable	TBD
D24	<input type="checkbox"/>		No clarifications	not applicable	TBD
D25	<input type="checkbox"/>		No clarifications	not applicable	TBD
D26	<input type="checkbox"/>	See Additional Notes on Clarifications Page			

Clients say:

"My favorite benefit [of DTPS] is the detail of the drawings themselves. They have a lot of information on there that we can actually give to our contractor."

CLARIFICATIONS

SCOPE CLARIFICATIONS

Information for terminators was requested but not provided prior to the bid due date. A Raychem OHVT 69kV terminator was selected for reference pricing and is proposed as an adder. Firm price can be offered once terminator information is provided by buyer.

Anchor bolts for breakers, transformers, and major equipment not provided by DTPS are not included in our bid price.

COMMERCIAL CLARIFICATIONS

10% retainage will be invoiced 30 days after final delivery of equipment.

DTPS acknowledges liquidated damages as specified with the inclusion of a maximum cap of 10% of the total contract value.

Unit pricing is not provided for the purpose of addition or reduction in scope. Any changes to the quantities from the proposal BOM will be reviewed for a change order.

TECHNICAL CLARIFICATIONS

DTPS did not verify the "layout" provided meets seismic requirements.

DIS-TRAN

PACKAGED SUBSTATIONS

SCHEDULE

Proposed Payment Schedule

MILESTONE	DESCRIPTION	DELIVERABLES	%
1	Delivery of equipment	S1, S2	90%
2	10% retainage billable 30 days after delivery of equipment.	S10, S11	10%
3			
N/A			
N/A			

Cancellation Schedule (Calendar Days)

PERCENTAGE	START DAY	END DAY
0%	1	7
20%	8	21
40%	22	35
60%	36	49
80%	50	63
100%	64	--

THANK YOU!

We appreciate you considering DIS-TRAN for your project! As you review this proposal, if you have any questions or would like to make any changes, please just let us know. Your direct contact is:



Brandon D. Davis
 Proposal Coordinator
 Direct 318.767.2747 Mobile 318.625.8811
 Brandon.Davis@Distran.com



Clients say:

"Working with DTPS was seamless, and our people were able to communicate well. By the second project, we were a well-oiled machine!"

Let DIS-TRAN power your success.

DIS-TRAN has been an industry leader in the design and supply of high-voltage, open-air substations and switchyards since 1965. We fuse exceptional technical expertise with fast, friendly service standards, so that every project can spark greater success and business results for you. Visit distransubstations.com for more information.

ADDENDUM / ATTACHMENTS

Buyer's Contract Documents completed for bid.

Would a DIS-TRAN Pre-Fabricated Bus System benefit your project?

Pre-fabricated, factory-built bus assemblies compress schedules and costs by eliminating on-site installation to nothing more than fitting the fully assembled equipment into place in the substation, no measuring, cutting, bending or welding required. This also alleviates schedule, cost and safety risks, compared to conventional on-site fabrication methods. For more information, please call, email or visit us at distransubstations.com.



City of Banning Alola Substation
City of Banning, CA
99 E Ramsey Street
Banning, CA

Origination Date:

Material List No: Q-17434BSP

Sheet Number: 1 of 3

ITEM	QTY.	DESCRIPTION	MFG.	TYPE OR CAT. NO.	UNIT PRICE	EXT PRICE
		ALOLA SUBSTATION			\$0.00	\$0.00
		HOT DIPPED GALVANIZED STEEL STRUCTURES			\$0.00	\$0.00
S1	1	DOUBLE BOX BAY STRUCTURE COMPLETE WITH PROVISIONS FOR: - 69KV VERTICAL BREAK SWITCHES - VERTICAL MOUNT BUS SUPPORTS (BRKR & TERMINATOR PULL) - 69KV VERTICAL BREAK TIE SWITCH - 69KV VERTICAL BREAK VERTICAL MOUNTED SWITCHES - 35' STRUCTURE HEIGHT	KLUTE, INC.	APPX WT = 20,200 LBS EA	\$35,933.05	\$35,933.05
S2	2	69KV TERMINATOR STRUCTURE, 3 PHASE, 13'-6" STRUCTURE HEIGHT	KLUTE, INC.	APPX WT = 750 LBS EA	\$1,334.15	\$2,668.30
GP1	7	GROUND PLATFORM, 3 x 4	P&R METALS		\$147.17	\$1,030.19
AB1	LOT	ANCHOR BOLTS FOR ALL STEEL STRUCTURES PROVIDED BY DTFS	T.F.		\$895.83	\$895.83
TB1	LOT	GALVENIZED EQUIPMENT MOUNTING BOLTS	T.F.		\$383.93	\$383.93
		69KV MAJOR EQUIPMENT			\$0.00	\$0.00
1	18	STATION POST INSULATOR, 69KV, 350KV BIL, TR-216, GRAY 1500 # CANTILEVER STRENGTH	OHIO BRASS	PSP2163001	\$127.66	\$2,297.88
2	6	STATION POST INSULATOR, 69KV, 350KV BIL, TR-216, GRAY 1500 # CANTILEVER STRENGTH, UNDERHUNG	OHIO BRASS	PSP2163001	\$127.66	\$765.96
3	3	69KV, 600 AMP, 350KV BIL, 40KA MOM, 3 PHASE GROUP OPERATED COPPER VERTICAL BREAK SWITCH, COMPLETE WITH: A. TR-216 STATION POST INSULATORS B. MANUAL SWING HANDLE OPERATOR C. STANDARD ARCING HORNS	USCO	AVR07212SIP3216AHSH	\$6,943.97	\$20,831.91
4	4	69KV, 600 AMP, 350KV BIL, 40KA MOM, 3 PHASE GROUP OPERATED COPPER VERTICAL BREAK SWITCH, COMPLETE WITH: A. TR-216 STATION POST INSULATORS B. MANUAL SWING HANDLE OPERATOR C. VERTICAL MOUNT D. STANDARD ARCING HORNS	USCO	AVR07212SIP3216AHSH	\$6,943.97	\$27,775.88



City of Banning Aloia Substation
City of Banning, CA
99 E Ramsey Street
Banning, CA

Origination Date:

Material List No: Q-17434BSP

Sheet Number: 2 of 3

ITEM	QTY.	DESCRIPTION	MFG.	TYPE OR CAT. NO.	UNIT PRICE	EXTPRICE
5	6	STATION CLASS METAL OXIDE SURGE ARRESTER, 22 MCOV, POLYMER (FOR RISERS)	OHIO BRASS	EVP2022003001	\$467.71	\$2,806.26
		69KV BUS & MATERIALS			\$0.00	\$0.00
7	280	RIGID BUS PIPE, ALUMINUM, 3" DIA. NPS, SCH 40, 6063-T6, ASTM B241, 53% IACS CONDUCTIVITY, 2.621PLF, 25KSI YIELD STRENGTH,	WILLIAMS M		\$14.74	\$4,127.20
8	18	COUPLER, 3" IPS ALUMINUM TUBING TO 3" IPS ALUMINUM TUBING, WELDED, 90 DEGREE	AEC	WLI903030	\$57.05	\$1,026.90
9	18	BUS SUPPORT CLAMP, 3" IPS ALUM TUBING TO 3" B.C., HOOK-ON TYPE, WELDED	AEC	WTH303	\$63.94	\$1,150.92
10	6	TEE CONNECTOR, 3" IPS ALUM TUBING TO 3" IPS ALUM TUBING, WELDED	AEC	WTT3030	\$32.66	\$195.96
11	24	TERMINAL, 3" IPS ALUM TUBING TO 4 HOLE PAD, WELDED, CENTERFORMED	AEC	WSTF30CCF	\$38.15	\$915.60
12	66	TERMINAL, 795 MCM AAC TO 4 HOLE PAD, BOLTED	AEC	ACF11C	\$32.93	\$2,173.38
13	450	795 MCM AAC, 37 STRAND, CODE NAME "ARBUTUS"	AWG		\$1.79	\$805.50
14	6	BUS SUPPORT CLAMP, 795 AAC TO 3" B.C., BOLTED	AEC	ACS133	\$48.02	\$288.12
15	6	TEE CONNECTOR, 795 MCM AAC TO 4 HOLE PAD, BOLTED (FOR TRANSFORMER ARRESTER)	AEC	ATCF11301	\$45.25	\$271.50
16	280	266.8 MCM ACSR, 26/7 STRAND, CODE NAME "PARTRIDGE" (DAMPENING)	AWG		\$0.90	\$252.00
17	6	TERMINAL, 3" IPS ALUM TUBING TO 4 HOLE PAD, WELDED, EXPANSION	AEC	WTF30C	\$299.48	\$1,796.88
		SUBSTATION LIGHTING & MISC			\$0.00	\$0.00
18	4	HOLOPHANE BANTAM 2000 LED, BALED, 5000k COLOR TEMPERATURE, AUTO-SENSING 120-277 VAC, PENDANT MOUNTING, PRISMATITE OPTICS, BALED-5L-5K-AS-P-G	MID STATE		\$607.89	\$2,431.56

Monday, April 04, 2016



City of Banning Alola Substation
City of Banning, CA
99 E Ramsey Street
Banning, CA

Origination Date:

Material List No: Q-17434BSP

Sheet Number: 3 of 3

ITEM	QTY.	DESCRIPTION	MFG.	TYPE OR CAT. NO.	UNIT PRICE	EXTPRICE
19	4	HOLOPHANE, OUTDOOR LUMINAIRE, PETROLUX LED GEN 2 TYPE 5, 98 LED's, 5000k COLOR TEMP, AUTO-SENSING 120-177 VAC, UNIVERSAL MOUNTING, WHITE FINISH PLED 2-10L-5K-AS-JN-NA-W-L5H	MID STATE		\$848.48	\$3,393.92
20	4	MOUNTING BRACKET, HOLOPHANE 072332WH	MID STATE		\$215.00	\$860.00
21	4	DOWNLIGHT THREAD ADAPTER, HOLOPHANE NI128	MID STATE		\$14.21	\$56.84
22	4	ADAPTER, HOLOPHANE PF604H	MID STATE		\$23.42	\$93.68
23	4	JUNCTION BOX WITH LP3025 BACK PLATE OR EQUAL JUNCTION BOX EQUIPPED WITH NON LOCKING HANDLE ASS'Y HOFFMAN LHC302515SS6	MID STATE		\$1,398.78	\$5,595.12
24	4	12 POINT TERMINAL BLOCK, GE TYPE EB25	MID STATE		\$40.95	\$163.80
25	LOT	TERMINAL BOLTS	T.F.		\$511.90	\$511.90
Total Price:						\$121,499.97



City of Banning Airport Substation
City of Banning, CA
99 E Ramsey Street
Banning, CA

Origination Date:

Material List No: Q-17434ASP

Sheet Number: 1 of 3

ITEM	QTY.	DESCRIPTION	MFG.	TYPE OR CAT. NO.	UNIT PRICE	EXTPRICE
		AIRPORT SUBSTATION			\$0.00	\$0.00
		HOT DIPPED GALVANIZED STEEL STRUCTURES			\$0.00	\$0.00
S1	1	H-FRAME DEADEND STRUCTURE WITH PROVISIONS FOR - 69KV DEAD END SUSPENSION - UNDERHUNG ARRESTERS - 3 PHASE GROUP OPERATED CENTER BREAK VEE TYPE SWITCHES - LIGHTNING MASTS - 32' PULLOFF HEIGHT	KLUTE, INC.	APPX WT = 8,500 LBS EA	\$16,853.84	\$16,853.84
S2	1	THREE PHASE, SINGLE LEG BUS SUPPORT, 22'6" BUS HEIGHT - 6' PHASE SPACING (69KV)	KLUTE, INC.	APPX WT = 930 LBS EA	\$1,844.01	\$1,844.01
GP1	2	GROUND PLATFORM, 3 x 4 (FOR SWITCHES)	P&R METALS		\$164.04	\$328.08
AB1	LOT	ANCHOR BOLTS FOR ALL STEEL STRUCTURES PROVIDED BY DTPS	T.F.		\$1,212.51	\$1,212.51
TB1	LOT	GALVANIZED EQUIPMENT MOUNTING BOLTS	T.F.		\$213.97	\$213.97
		69KV MAJOR EQUIPMENT			\$0.00	\$0.00
1	3	STATION CLASS METAL OXIDE SURGE ARRESTER, 27KV DUTY CYCLE, 22KV MCOV FOR 34KV GROUND WYE SYSTEM, UNDERHUNG OHIO BRASS DYNAVAV	OHIO BRASS	EVP2022003001	\$521.33	\$1,563.99
2	6	STATION POST INSULATOR, 69KV, 350KV BIL, TR-216, GRAY 1500 # CANTILEVER STRENGTH	OHIO BRASS	PSP2163001	\$142.29	\$853.74
3	2	69KV, 600 AMP, 350KV BIL, 40KA MOM, 3 PHASE GROUP OPERATED ALUMINUM CENTER BREAK VEE SWITCH, COMPLETE WITH: A. SWING HANDLE OPERATOR B. VERTICAL MOUNTED TYPE C. STANDARD ARCING HORNS D. TR-216 STATION POST INSULATORS, ASSEMBLED E. PROVISION FOR PADLOCKING IN OPEN OR CLOSED POSITION	USCO	AGCH5V07212SIP3216AHS H	\$6,897.02	\$13,794.04
4	3	69KV POLYMER SUSPENSION INSULATOR, Y-CLEVIS, 52-5 BALL 25K SML, LEAKAGE DISTANCE = 71.5"	OHIO BRASS	511005-1201	\$124.22	\$372.66



City of Banning Airport Substation
City of Banning, CA
99 E Ramsey Street
Banning, CA

Origination Date:
Material List No: Q-17434ASP
Sheet Number: 2 of 3

ITEM	QTY.	DESCRIPTION	MFG.	TYPE OR CAT. NO.	UNIT PRICE	EXTPRICE
		69KV BUS & MATERIALS			\$0.00	\$0.00
5	60	RIGID BUS PIPE, ALUMINUM, 3" DIA. NPS, SCH 40, 6063-T6, ASTM B241, 53% IACS CONDUCTIVITY, 2.621PLF, 25KSI YIELD STRENGTH, (20' CUT LENGTHS)	WILLIAMS M		\$14.01	\$840.60
6	150	795 MCM AAC, 37 STRAND, CODE NAME "ARBUTUS"	AWG		\$2.00	\$300.00
7	60	266.8 MCM ACSR, 26/7 STRAND, CODE NAME "PARTRIDGE" (DAMPENING)	AWG		\$1.00	\$60.00
8	3	COUPLER, 3" IPS ALUMINUM TUBING TO 3" IPS ALUMINUM TUBING, WELDED, 90 DEGREE	AEC	WL1903030	\$63.59	\$190.77
9	3	BUS SUPPORT CLAMP, 3" IPS ALUM TUBING TO 3" B.C., HOOK-ON TYPE, WELDED	AEC	WTH303	\$71.27	\$213.81
10	3	TERMINAL, 3" IPS ALUM TUBING TO 4 HOLE PAD, WELDED, 45 DEGREE	AEC	WSTF30CY45	\$50.98	\$152.94
11	3	TERMINAL, 3" IPS ALUM TUBING TO 4 HOLE PAD, WELDED	AEC	WSTF30C	\$43.71	\$131.13
12	24	TERMINAL, 795 AAC TO 4 HOLE PAD, WELDED	AEC	WCF106C	\$30.53	\$732.72
13	3	BUS SUPPORT CLAMP, 795 MCM AAC TO 3" B.C., BOLTED	AEC	ACS133	\$53.52	\$160.56
14	3	TEE CONNECTOR, 795 MCM AAC TO 795 MCM AAC, BOLTED	AEC	ATCC1111	\$55.46	\$166.38
15	3	TEE CONNECTOR, 795 MCM AAC TO 4 HOLE PAD, BOLTED	AEC	ATCF11301	\$50.44	\$151.32
16	6	ANCHOR SHACKLE, 5/8" PIN, 30,000#	AEC	AS25	\$9.29	\$55.74
17	3	Y-CLEVIS SOCKET	AEC	SYC30	\$24.69	\$74.07
18	3	DEADEND STRAIN CLAMP, QUADRANT TYPE FOR 795 AAC, WITH CLEVIS FITTING	AEC	SD112C	\$119.27	\$357.81
		SUBSTATION LIGHTING & MISC			\$0.00	\$0.00



City of Banning Airport Substation
City of Banning, CA
99 E Ramsey Street
Banning, CA

Origination Date:

Material List No: Q-17434ASP

Sheet Number: 3 of 3

ITEM	QTY.	DESCRIPTION	MFG.	TYPE OR CAT. NO.	UNIT PRICE	EXTPRICE
19	2	HOLOPHANE BANTAM 2000 LED, BALED, 5000K COLOR TEMPERATURE, AUTO-SENSING 120-277 VAC, PENDANT MOUNTING, PRISMATITE OPTICS, BALED-5L-5K-AS-P-G	MID STATE		\$677.58	\$1,355.16
20	2	HOLOPHANE, OUTDOOR LUMINAIRE, PETROLUX LED GEN 2 TYPE 5, 98 LED's, 5000k COLOR TEMP, AUTO-SENSING 120-177 VAC, UNIVERSAL MOUNTING, WHITE FINISH PLED 2-10L-5K-AS-UN-NA-W-L5H	MID STATE		\$945.75	\$1,891.50
21	2	MOUNTING BRACKET, HOLOPHANE 072332WH	MID STATE		\$239.65	\$479.30
22	2	DOWNLIGHT THREAD ADAPTER, HOLOPHANE NI128	MID STATE		\$15.83	\$31.66
23	2	ADAPTER, HOLOPHANE PF604H	MID STATE		\$26.10	\$52.20
24	2	JUNCTION BOX WITH LP3025 BACK PLATE OR EQUAL JUNCTION BOX EQUIPPED WITH NON LOCKING HANDLE ASS'Y HOFFMAN LHC302515SS6	MID STATE		\$1,559.14	\$3,118.28
25	2	12 POINT TERMINAL BLOCK, GE TYPE EB25	MID STATE		\$45.65	\$91.30
26	LOT	TERMINAL BOLTS	T.F.		\$356.62	\$356.62
					Total Price:	\$48,000.71

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Public Works Director

MEETING DATE: June 14, 2016

SUBJECT: Adopt Resolution No. 2016-48, "Confirming the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal Year 2016/2017"

RECOMMENDATION:

Adopt Resolution No. 2016-48, "Confirming the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal Year 2016/2017" pursuant to the provisions of Part 2 of Division 15 of the California Streets and Highways Code and authorize and direct the City Clerk to file the diagram and assessment with the Riverside County Assessor/County Clerk-Recorder's Office.

JUSTIFICATION:

The City Council approved the formation of Landscape Maintenance District ("LMD") No. 1 by adopting Resolution No. 1990-59 on August 14, 1990. The adoption of Resolution No. 2016-48 will enable the Public Works Director/City Engineer to confirm the levy and collection of assessments of the property owners located within LMD No. 1 to provide for the funding required to maintain landscape areas located within the public right-of-way directly benefiting said property owners.

BACKGROUND:

In accordance with the "Landscaping and Lighting Act of 1972" ("1972 Act") of the Streets and Highways Code, the City Council adopted a resolution on August 14, 1990 ordering the formation of LMD No. 1, ("the District"). An additional five tracts and three tentative tracts were annexed (Annexation No. 1) into LMD No. 1 when the City Council approved Resolution No. 2005-36 on May 10, 2005. A map displaying the District is attached as "Attachment 2". The District, by special benefit assessments, provides funding for the servicing and maintenance of certain landscape areas within the City of Banning, all of Resolution No. 2016-48

which are located in the public right-of-way. The 1972 Act requires that assessments are to be levied according to benefit rather than according to assessed value.

On January 26, 2016, the City Council adopted Resolution No. 2016-09, and initiated proceedings to update LMD No.1 for the next fiscal year and ordered the preparation of the Engineer's Report. Subsequently, on May 10, 2016, the City Council adopted Resolution No. 2016-39, approving the Engineer's Report and setting the date for the public hearing to levy and collect the assessments. Resolution No. 2016-48, if approved, will confirm the assessments for the Fiscal Year 2016/2017. The schedule updating LMD No. 1 is shown as "Attachment 3", and the Notice of Public Hearing is shown on "Attachment 4".

FISCAL IMPACT:

Based on the assessments, the estimated revenues for Fiscal Year 2016/17 for LMD No. 1 will be approximately \$136,562. The annual assessment for a single-family dwelling would remain the same as the last two fiscal years, ranging from \$99 to \$200. The assessment revenues will fund the following estimated costs for FY 16/17: maintenance contract (\$71,440); electric and water utility costs (\$21,000); miscellaneous costs (\$42,000), such as additional planting materials, irrigation repairs, and landscape architect costs for design improvements; and incidentals (\$2,122) for the County Assessor's Roll charge, Public Hearing Advertisement, and computer services with Rapid Data.

OPTIONS:

1. Adopt Resolution No. 2016-48.
2. Reject the recommendation. If rejected, staff cannot continue with the process of assessing the homeowners and properties within LMD No. 1 a fee to pay for maintenance and servicing costs. Without an assessment, other funding sources would have to be utilized to pay for the expenses related to the operation and maintenance of LMD No.1.

ATTACHMENTS:

1. Resolution No. 2016-48
2. LMD No. 1 Map for FY 2016/17
3. Tentative Schedule for Updating LMD No. 1
4. LMD No. 1 Assessments Publication

SIGNATURES ON NEXT PAGE

Prepared by:



Art Vela,
Public Works Director

Reviewed by:



Rochelle Clayton,
Administrative Services Director/
Deputy City Manager

Approved by:



Michael Rock,
City Manager

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ATTACHMENT 1

(Resolution No. 2016-48)

RESOLUTION NO. 2016-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, CONFIRMING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BANNING'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2016/2017, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, at its regularly scheduled meeting on January 26, 2016, the City Council of the City of Banning has by its Resolution No. 2016-09 initiated proceedings for the levy and collection of assessments for the 2016/2017 Fiscal Year for Landscape Maintenance District No. 1, pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code; and

WHEREAS, at its regularly scheduled meeting on May 10, 2016, the City Council adopted its Resolution No. 2016-39, approving the report of the City Engineer and declaring the intention of the City Council to order the levy and collection of assessments to pay for the costs and expenses of maintaining and servicing existing and proposed public landscaping facilities in the City of Banning for the Fiscal Year commencing July 1, 2016 and ending June 30, 2017; and

WHEREAS, as stated in the Engineer's Report, the assessment will not be increased; and

WHEREAS, the City Council had ordered the preparation of the Engineer's Report, and the City Engineer has prepared and filed with the City Clerk a report pursuant to law for the City Council's consideration, whereas, after holding a duly noticed public hearing on June 14, 2016 and not having received any protest, the City Council orders the levy and collection of assessments to pay for the costs and expenses of maintaining and servicing existing and proposed public landscaping facilities in the City of Banning for the Fiscal Year commencing July 1, 2016 and ending June 30, 2017.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. Following notice duly given by publication, the City Council has held a full and fair public hearing regarding the levy of the proposed assessment within Landscape Maintenance District No. 1 for the Fiscal Year commencing July 1, 2016 and ending June 30, 2017, to pay for the costs and expenses of maintaining and servicing existing and proposed public landscaping and storm drain facilities installed and constructed within

public places in the City of Banning, pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code. All interested persons were offered the opportunity to hear and be heard regarding protests and objections to the levy and collection of the proposed assessment against lots or parcels of real property within City of Banning, Landscape Maintenance District No. 1. No objections to the levy and collection of the proposed assessments for the Fiscal Year commencing on July 1, 2016 and ending on June 30, 2017, were received by the City Council.

SECTION 3. The City Council hereby orders the maintenance and servicing of the existing and proposed public landscape facilities installed and constructed in public places in the City of Banning and hereby confirms the diagram and assessment set forth in the Engineer's Report.

SECTION 4. The assessment is in compliance with the provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code and with any applicable provisions of Proposition 218.

SECTION 5. The assessment is levied without regard to property valuation.

SECTION 6. The assessment is levied for the purpose of paying the costs and expenses of maintaining and servicing existing and proposed public landscaping facilities installed and constructed in public places in the City of Banning for the Fiscal Year commencing on July 1, 2016 and ending on June 30, 2017.

SECTION 7. The adoption of Resolution No. 2016-48 constitutes the levy of an assessment for the Fiscal Year commencing on July 1, 2016 and ending on June 30, 2017.

SECTION 8. The operation, maintenance and servicing of public landscaping facilities shall be performed pursuant to law and the County Assessor/Recorder-Auditor of Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

SECTION 9. The Administrative Services Director shall deposit all monies representing assessments collected by the County to the credit of a special fund known as Improvement Fund, Landscape Maintenance District No. 1.

SECTION 10. The City Clerk is hereby authorized and directed to file the assessment, or a certified copy of the assessment, with the Riverside County, Assessor's Office, together with a certified copy of Resolution 2016-48 upon its adoption.

Resolution No. 2016-48

SECTION 11. A certified copy of the assessment shall be filed in the Office of the City Clerk, with a duplicate copy on file in the Office of the City Engineer and open for public review.

PASSED, APPROVED AND ADOPTED this 14th day of June, 2016.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

Anthony R. Taylor, 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. 2016-48 was duly adopted by the City Council of the City of Banning, California at a regular meeting thereof held on the 14th day of June, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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ATTACHMENT 2

(Landscape Maintenance District No. 1 Map for Fiscal Year 2016/2017)

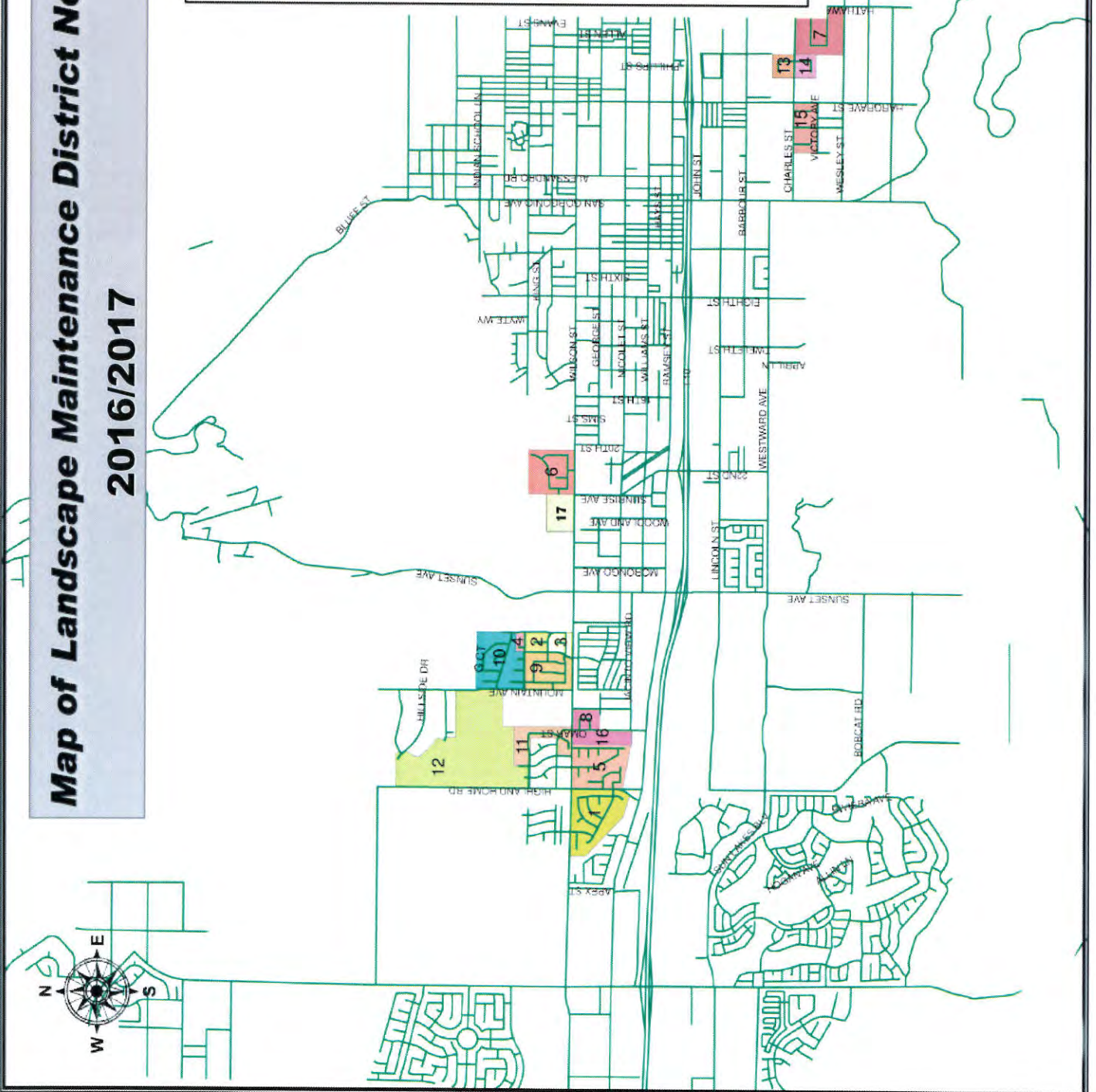
Map of Landscape Maintenance District No. 1

2016/2017

Legend

Existing Tracts

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



ATTACHMENT 3

(Tentative Schedule for Updating Landscape Maintenance District No. 1)

<u>Item</u>	<u>Council Meeting</u>
Resolution Initiating Update	January 26, 2016
Resolution of Intention (Approving Engineer's Report)	May 10, 2016
Resolution Confirming Assessment (Public Hearing)	June 14, 2016

ATTACHMENT 4

**NOTICE OF PUBLIC HEARING
FOR
RESOLUTION NO. 2016-48, "CONFIRMING THE LEVY AND
COLLECTION OF ASSESSMENTS WITHIN THE CITY OF
BANNING'S LANDSCAPE MAINTENANCE DISTRICT NO. 1
FOR FISCAL YEAR 2016/2017"**

RECORD GAZETTE

May 27, 2016

NOTICE OF PUBLIC HEARING

PURSUANT TO LAW, NOTICE IS HEREBY GIVEN of a Public Hearing before the City Council of the City of Banning, to be held at a regular City Council Meeting on Tuesday, June 14, 2016, at 6:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California regarding Resolution No. 2016-48, "Confirming the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal Year 2016/17."

ALL INTERESTED PARTIES are invited to attend said hearing and present oral or written testimony on the matter or send their written comments to the City Clerk, P.O. Box 998, Banning, California 92220.

Information regarding the foregoing can be obtained by contacting the Engineering Division of the Public Works Department at the above address or by telephone at 951-922-3130. Data relevant to this matter will be available for public viewing at Banning City Hall, 99 E. Ramsey Street, Banning, California for the period of 10 days prior to the Public Hearing.

If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, if a public hearing is held on the proposal, you or someone else must have raised those issues at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).

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

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

DATED: May 19, 2016
PUBLISH: May 27, 2016

NOTICE OF PUBLIC
HEARING PURSUANT TO
LAW, NOTICE IS HEREBY
GIVEN of a Public Hearing
before the City Council of
the City of Banning, to be
held at a regular City Coun-
cil Meeting on Tuesday,
June 14, 2016, at 6:00 p.m.
at the Banning Civic Center
Council Chambers, 99 E.
Ramsey Street, Banning,
California regarding Reso-
lution No. 2016-48, Con-
firming the Levy and Collec-
tion of Assessments within
the City of Bannings Land-
scape Maintenance District
No. 1 for Fiscal Year
2016/17. ALL INTER-
ESTED PARTIES are In-
vited to attend said hearing
and present oral or written
testimony on the matter or
send their written com-
ments to the City Clerk,
P.O. Box 998, Banning,
California 92220. Informa-
tion regarding the foregoing
can be obtained by contact-
ing the Engineering Division
of the Public Works Depart-
ment at the above address
or by telephone at
951-922-3130. Data rele-
vant to this matter will be
available for public viewing
at Banning City Hall, 99 E.
Ramsey Street, Banning,
California for the period of
10 days prior to the Public
Hearing. If you challenge
any decision regarding the
above proposal in court,
you may be limited to rais-
ing only those issues you or
someone else raised in
written correspondence de-
livered to the City Clerk at,
or prior to, the time the City
Council makes its decision
on the proposal; or, if a
public hearing is held on
the proposal, you or some-
one else must have raised
those issues at the public
hearing or in written corre-
spondence delivered to the
hearing body at, or prior to,
the hearing (California Gov-
ernment Code, Section
65009). BY ORDER OF
THE CITY CLERK of the
City of Banning, California.
/s/ Marie A. Calderon,
City Clerk
City of Banning, California
DATED: May 19, 2016
PUBLISH: May 27, 2016
Published in
The Record Gazette
No. 131834
05-27-2016



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Public Works Director
Holly Stuart, Management Analyst

MEETING DATE: June 14, 2016

SUBJECT: Adopt Resolution No. 2016-51, "Approving the Rate Adjustment for the Collection, Transportation and Disposal of Solid Waste Services and to Proceed with the Proposition 218 Notification and Public Hearing Process"

RECOMMENDATION:

The City Council adopt Resolution No. 2016-51:

1. Approving the rate adjustment for the collection, transportation and disposal of solid waste services.
2. Authorizing staff to proceed with the Proposition 218 notification and public hearing process related to the proposed rate adjustment.
3. Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations and transfers related to the Proposition 218 notification and public hearing process.

JUSTIFICATION:

Waste Management of the Inland Empire ("WM") has completed a review of the cost components of their services required to comply with health, safety and service requirements. Due to increasing costs, and as allowed by the provisions of the Franchise Agreement, a rate adjustment has been requested by WM.

As required by the Franchise Agreement and as recommended by staff, a Prop 218 notification and public hearing process must be implemented prior to the final approval of the rate adjustment.

BACKGROUND:

The City entered into a Franchise Agreement for refuse collection, transportation, and disposal with WM 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 under 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. Most recently, 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.

If the requested rate adjustment is approved by City Council, in order to adjust the rates it is the recommendation that the City comply with Article XIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act. Proposition 218 was approved by California voters in 1996 and requires that local governments 1) give notification to all affected property owners and rate payers of the proposed rates and instructions for those who wish to protest the rate increases, 2) hold a public hearing at least Forty Five (45) days after mailing of the notifications and 3) reject the proposed fee if written protests are presented by a majority of affected property owners and rate payers.

Letter notifications will be mailed to each account providing public hearing information, explanation of rate adjustments and the proposed rate schedule. Upon the completion of the mailing, a public hearing will be scheduled not less than 45 days following the mailing notifications. The public hearing is tentatively scheduled for August 23, 2016 for consideration of the final approval of the rate adjustment.

This year, the Tipping Fee at the landfill will increase from \$36.47 to \$37.21 per ton. The change in the CPI for the effective twelve month period was approximately 1.70% (weighted increase of 1.10%). The total weighted increase due to these two factors equals 1.81%. Due to the increase, and per section 18 of the Franchise Agreement, the rate needs to be adjusted accordingly. Additionally requested rate adjustments include a commercial organics rate, recycling administrative service fee, and an increase for extraordinary costs.

If approved, the new rate will be effective on October 1, 2016. Additionally, by approval of the rate increase, future rate increases will be authorized under this Proposition 218 process for four additional years. The future rate increases in 2017, 2018, 2019 and 2020 will be based on the Consumer Price Index (CPI) formula and will be presented to City Council for approval prior to implementation.

FISCAL IMPACT:

The current rate for the refuse collection is currently \$19.20 per month, per household, and if approved, the rate will increase to \$20.64. The commercial rate will be adjusted accordingly, as shown in the attached proposed residential and commercial rate schedule.

In regard to the Proposition 218 notifications, an appropriation in the amount of \$7,500 from the Refuse Enterprise Fund to Account No. 690-9600-453.23-01 (Advertising/Publishing) is necessary in order to cover the costs associated with printing and mailing the notifications.

OPTIONS:

1. Adopt Resolution No. 2016-51.
2. Reject the recommendation. If rejected, staff cannot implement the Props 218 process in order to apply the requested rate adjustment. If the rate adjustment is not imposed, WM shall have the right within 180 days to request a second consideration, and if such increase is again not approved, WM may give 180 day notice of termination and terminate the Franchise Agreement.

ATTACHMENTS:

1. Resolution No. 2016-51
2. WM Rate Adjustment Letter Request
3. Proposed Residential and Commercial Rate Schedule

Prepared by:



Art Vela,
Public Works Director

Reviewed by:



Rochelle Clayton,
Administrative Services Director/
Deputy City Manager

Approved by:



Michael Rock,
City Manager

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ATTACHMENT 1

(Resolution No. 2016-51)

RESOLUTION NO. 2016-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE RATE ADJUSTMENT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE SERVICES AND TO PROCEED WITH THE PROPOSITION 218 NOTIFICATION AND PUBLIC HEARING PROCESS

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, most recently, the rate adjustment was approved on June 14, 2016 and City Council has given direction to proceed with the Proposition 218 Omnibus Implementation Act in notifying and obtaining approval from the property owners and rate payers to adjust the rates; and

WHEREAS, Proposition 218 was approved by California voters in 1996 and requires that local governments 1) give notification to all affected property owners and rate payers of the proposed rates and instructions for those who wish to protest the rate increases, 2) hold a public hearing at least Forty Five (45) days after mailing of the notifications and 3) reject the proposed fee if written protests are presented by a majority of affected property owners and rate payers; and

WHEREAS, letter notifications will be mailed to each account providing public hearing information, explanation of rate adjustments and the proposed rate schedule. Upon the completion of the mailing, a public hearing will be scheduled not less than 45 days following the mailing notifications and the public hearing will be tentatively scheduled for August 23, 2016 for consideration of the final approval of the rate adjustment; and

WHEREAS, an appropriation in the amount of \$7,500 from the Refuse Enterprise Fund to Account No. 690-9600-453.23-01 (Advertising/Publishing) is necessary in order to cover the costs associated with printing and mailing the notifications

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

SECTION 1. The City Council adopts Resolution No. 2016-51 approving the rate adjustment for the collection, transportation and disposal of solid waste services as requested by Waste Management of the Inland Empire.

SECTION 2. Staff is authorized to proceed with the Proposition 218 notification and public hearing process related to the requested rate adjustment.

SECTION 3. The Administrative Services Director is authorized to make necessary budget adjustments, appropriations and transfers related to the Proposition 218 notification and public hearing process.

PASSED, APPROVED AND ADOPTED this 14th day of June, 2016.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

Anthony R. Taylor, 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. 2016-51 was duly adopted by the City Council of the City of Banning, California at a regular meeting thereof held on the 14th day of June, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTACHMENT 2

(Waste Management Rate Adjustment Request Letter)



WASTE MANAGEMENT
800 S. Temescal St.
Corona, CA 92879

June 2, 2016

Mr. Art Vela
Interim Public Works Director
City of Banning
99 East Ramsey Street
Banning, CA 92220

RE: 2016/2017 Rate Adjustment Request

Dear Mr. Vela:

We would like to take this opportunity to thank you in advance for your assistance with the annual rate adjustment process. Pursuant to Section 18A8 of the franchise agreement, the 2016/2017 rate adjustment was calculated by using the Consumer Price Index as prepared by the United States Department of Bureau of Labor Statistics for the Los Angeles-Orange County-Riverside Metropolitan Area, all urban consumers March 2016 index.

Summary of Proposed Adjustments

- CPI- The average annual percentage change increase was 1.70% and should be applied to all service components and ancillary charges in the current rate sheet.
- Solid Waste Disposal Costs- The Riverside County tipping fee will be increasing by 2.03% and will be applied to all disposal components of the rate structure. The disposal component of the rates will increase from \$36.47 to \$37.21 per ton.
- Overall CPI Rate Adjustment - The overall rate adjustment to the residential customer will be 1.81%.

In addition, we would like to implement the following ancillary services:

Commercial Organics Rates - A new rate for commercial customers that generate organic material. The rate is designed to comply with the initial direction and requirements of AB 1826. This rate addition will allow the City to demonstrate compliance with the AB 1826 legislation.

Recycling Administrative Service - A \$0.03 per yard charge will be applied to commercial accounts to continue to assist the city and customers with state recycling program compliance efforts.

Extraordinary Rate Request:

Pursuant to Section 18: Extraordinary Costs, Waste Management requests the increase outlined below to address reduced recycling commodity values and associated rising labor costs (i.e. minimum wage increases and Affordable Care Act impacts). For your reference, I am attaching two spreadsheets, which illustrate how these rates have been calculated.

Recycling Commodity Values: \$0.99 (*increase per month per home*)

Labor Costs: .10 cents (*increase per month per home*)

With the Council's approval, we would like to implement these new service charges effective July 1, 2016, in conjunction with our annual rate adjustment. Please feel free to contact me if you have any questions at (951) 218-1189.

Meanwhile, Waste Management is proud to service the Banning community.

Respectfully,

Clara Vera
Representative to the City of Banning
Waste Management

Cc: Michael Rock, City of Banning
 Holly Stuart, City of Banning
 Lanz Hartfeil, Waste Management
 Julie Reyes, Waste Management

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ATTACHMENT 3

(Proposed Residential and Commercial Rate Schedule)

City of Banning
July 1,2016

EXHIBIT C SCHEDULE OF RATES

Index Calculation	Old	New	Change	% of Change	Weighting	Weighted %
Consumer Price Index	243.738	247.873	4.13	1.70%	65%	1.10%
Riverside County Disposal Fee	\$ 36.47	\$ 37.21	\$ 0.74	2.03%	35%	0.71%
Total						1.81%

Residential Service

Regular weekly curbside refuse & recycling service:

Total per household with Green Waste (95-gal containers) \$ 20.64 per month

Additional Residential Fees:

Additional containers:

Trash - 96 gallon	\$ 8.25 per month
Trash - 64 gallon	\$ 6.60 per month
Trash - 35 gallon	\$ 4.96 per month
Recycle	\$ 2.12 per month
Green Waste	\$ 5.05 per month

Residential Set Up Fee \$ 10.84

Cart Exchanges due to size change or customer misuse in excess of 1x per year \$ 24.81

Commercial/Industrial Service

Commercial Trash

Size of Bin	1	2	3	4	5	6
2 Yard	\$ 88.83	\$ 177.66	\$ 259.72	\$ 343.47	\$ 425.54	\$ 507.60
3 Yard	\$ 116.35	\$ 232.71	\$ 340.58	\$ 448.47	\$ 556.33	\$ 664.23
4 yard	\$ 155.68	\$ 311.37	\$ 455.22	\$ 600.75	\$ 744.62	\$ 888.48
6 Yard	\$ 219.16	\$ 438.33	\$ 642.28	\$ 844.54	\$ 1,048.50	\$ 1,250.75

Commercial Compactor

Size of Bin	1	2	3	4	5	6
2 Yard	\$ 123.11	\$ 246.22	\$ 362.57	\$ 480.60	\$ 596.95	\$ 713.28
3 Yard	\$ 167.77	\$ 335.55	\$ 494.85	\$ 654.15	\$ 813.44	\$ 972.77
4 Yard	\$ 224.25	\$ 448.49	\$ 660.91	\$ 875.01	\$ 1,087.44	\$ 1,299.85
6 Yard	\$ 322.01	\$ 644.00	\$ 950.80	\$ 1,255.92	\$ 1,562.72	\$ 1,867.81

Commercial Organics

Size of Bin	1	2	3	4	5	6
64 Gallon Cart	\$ 44.65	\$ 89.31	\$ 133.96	\$ 178.62	\$ 223.26	\$ 267.92
2 Yard	\$ 249.84	\$ 499.70	\$ 749.59	\$ 999.44	\$ 1,249.28	\$ 1,499.15

Other Services:

Commercial Can Service - refuse service with recycling program	\$ 21.00
Commercial Temporary Bin up to 7 days	\$ 128.66
Commercial Temporary Bin (30 days)	\$ 209.91
Bin Exchange	\$ 51.54
Lost or Stolen Bin	\$ 312.71
Burned Bin	\$ 175.12
Extra Bin Dump (while on site)	\$ 61.38
Overage Fee	\$ 47.74
Locking Lids (per month times service frequency)	\$ 15.01
Replacement Lock	\$ 31.27
Replacement Key	\$ 6.26
Commercial Set Up Fee	\$ 18.07
Industrial Set Up Fee	\$ 18.07
Additional Bulky Waste - E Waste	\$ 18.85 per item
HOC Fee	\$ 28.63
Contamination Fee	\$ 61.38

Commercial Recycling

Size of Bin	QTY	One	Two
2 Yard	One	\$ 82.71	\$ 165.41
3 Yard	One	\$ 105.87	\$ 211.74
4 Yard	One	\$ 140.63	\$ 281.25
6 Yard	One	\$ 181.98	\$ 363.96

Rolloff Service

40 Cubic Yard Container	\$ 212.93	Plus landfill fees
10 Cubic Yard Container	\$ 212.93	Plus landfill fees
Monthly Minimum Pull	\$ 212.93	
40 Cubic Yard Compactor	\$ 274.88	Plus landfill fees
40 Cubic Yard Temporary Container	\$ 387.89	Includes 4 tons
Relocation/Trip Delivery Fee	\$ 77.72	



CITY OF BANNING BANNING UTILITY AUTHORITY REPORT

TO: BANNING UTILITY AUTHORITY

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Public Works Director
Holly Stuart, Management Analyst

MEETING DATE: June 14, 2016

SUBJECT: Adopt Resolution No. 2016-10 UA, "Adopting the 2015 Urban Water Management Plan and Approving its Submittal to the California Department of Water Resources"

RECOMMENDATION:

The Banning Utility Authority adopt Resolution No. 2016-10 UA, "Adopting the 2015 Urban Water Management Plan and Approving its Submittal to the California Department of Water Resources."

JUSTIFICATION:

In order to remain in compliance with the Urban Water Management Planning Act ("UWMPA") of 1983 and the subsequent amendments to the Act, the City of Banning is required to prepare, adopt and submit to the California Department of Water Resources ("DWR") an Urban Water Management Plan ("UWMP") on or before July 1, 2016.

BACKGROUND:

According to the UWMPA, an urban water supplier is defined as a supplier, publicly or privately owned, that either provides over 3,000 acre-feet of water annually for municipal purposes or serves more than 3,000 customers. The urban water supplier is required to assess the reliability of its water sources over a 20 year planning horizon considering normal and dry years and include said assessment in the UWMP.

The City is the Urban Water Supplier for the water service area of the City of Banning. The City of Banning has, in the past, complied with California state law as set forth in the UWMPA by submitting an UWMP in 1998 and an updated UWMP in 2005 and 2010. The California UWMPA requires that the UWMP be updated every five years.

The California Water Code specifies the contents and procedures for the adoption of the UWMP, which must be adopted and submitted to the DWR. Assembly Bill 2067 requires that the 2015 UWMP be submitted to the DWR by July 1, 2016.

On October 27, 2015, Resolution No. 2015-15 UA was approved awarding a Professional Services Agreement to Krieger & Stewart Engineering Consultants for the preparation of the City's 2015 UWMP.

The Draft 2015 UWMP was developed according to the 2015 Urban Water Management Plans Guidebook for Urban Water Suppliers and includes demand analysis and projections through 2040; detailed service area review of the population and demographic data; analysis of water source system supply, demand and reliability; and demand management measures.

On May 24, 2016, a noticed workshop was held before the City Council under its capacity as the Banning Utility Authority which provided an opportunity to receive and consider comments from the public on the Draft 2015 UWMP. Additionally, the notice of the workshop provided the website link to the Draft 2015 UWMP for review.

Additionally, staff sent notifications regarding the Draft 2015 UWMP to local agencies and water suppliers such as the Cabazon Water District, Morongo Band of Mission Indians, Beaumont Cherry Valley Water District, San Geronio Pass Water Agency, Beaumont Basin Watermaster, City of Beaumont, Banning Heights Mutual Water Company, High Valley Water District, Yucaipa Valley Water District, Riverside County Planning Department and the South Mesa Water Company. The draft was also made available to the public by providing a copy at the Public Works Department counter as well as the City of Banning website.

Once all comments were received and considered, the Draft 2015 UWMP was finalized. On June 5, 2016, a notice of public hearing was advertised in the Press Enterprise notifying the public of the hearing scheduled for the adoption of the 2015 UWMP which is attached hereto. Once approved by the Utility Authority, the Final 2015 UWMP will be sent to the California DWR for final approval before the July 1, 2016 deadline.

FISCAL IMPACT:

None.

OPTIONS:

1. Adopt Resolution No. 2016-10 UA.
2. Continue this item to the June 28, 2016 Banning Authority regular scheduled meeting providing the opportunity to update the plan and incorporate any comments provided at the June 14, 2016 Public Hearing.

3. The Utility Authority may choose to take no action resulting in the inability to submit the 2015 UWMP to the DWR by the deadline, which will place the City in violation of the UWMPA and Assembly Bill 2067.

ATTACHMENTS:

1. Resolution No. 2016-10 UA
2. June 5, 2016 Public Hearing Notice

Reviewed by:



Art Vela,
Public Works Director

Reviewed by:



Rochelle Clayton,
Administrative Services Director/
Deputy City Manager

Approved by:



Michael Rock,
City Manager

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ATTACHMENT 1

(Resolution No. 2016-10 UA)

RESOLUTION NO. 2016-10 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, ADOPTING THE 2015 URBAN WATER MANAGEMENT PLAN AND APPROVING ITS SUBMITTAL TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

WHEREAS, according to the Urban Water Management Planning Act, an urban water supplier is defined as a supplier, publicly or privately owned, that either provides over 3,000 acre-feet of water annually for municipal purposes or serves more than 3,000 customers; and

WHEREAS, urban water suppliers are required to assess the reliability of its water sources over a 20 year planning horizon considering normal and dry years and include said assessment in an Urban Water Management Plan ("UWMP"); and

WHEREAS, the UWMP must be adopted, after public review and hearing, and filed with the California Department of Water Resources ("DWR"); and

WHEREAS, the City of Banning is an urban water supplier; and

WHEREAS, the City of Banning has prepared its 2015 UWMP in compliance with California Water Code and the 2015 Urban Management Plans Guidebook for Urban Water Suppliers, circulated for public review and held a workshop and public hearing; and

WHEREAS, on June 14, 2016 the Banning Utility Authority approved the UWMP and its submittal to the DWR for final approval.

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

SECTION 1. The Banning Utility Authority adopts Resolution No. 2016-10 UA approving the 2015 Urban Water Management Plan.

SECTION 2. The Public Works Director is authorized to file the 2015 Urban Water Management Plan with the California Department of Water Resources.

PASSED, ADOPTED AND APPROVED this 14th day of June, 2016.

Arthur L. Welch, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary

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

Anthony R. Taylor, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie Calderon, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution No. 2016-10 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 14th day of June, 2016, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, Secretary
Banning Utility Authority

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ATTACHMENT 2

(Notice of Public Hearing)

Printed at: 3:36 pm
On: Wednesday, Jun 01, 2016

Ad #: 0010170311
Order Taker: neller

THE PRESS-ENTERPRISE
Classified Advertising
Proof

1825 Chicago Ave, Suite 100
Riverside, CA 92507
(951) 684-1200
(800) 514-7253
(951) 368-9018 Fax

Account Information

Phone #: 951-922-3130
Name: BANNING, CITY OF
Address: 99 E RAMSEY ST
BANNING, CA 92220

Account #: 1100143211
Client:
Placed By: Holly Stuart
Fax #:

Ad Information

Placement: Public Notice FR
Publication: PE Riverside, PE.com

Start Date: 06/05/2016
Stop Date: 06/05/2016
Insertions: 1 print / 1 online

Rate code: City Ad Lgl-PE
Ad type: C Legal

Size: 3 X 26 Li
Bill Size: 78.00

Amount Due: **\$93.60**

Ad Copy:

**NOTICE OF PUBLIC HEARING
CITY OF BANNING 2015 URBAN WATER MANAGEMENT PLAN**

PURSUANT TO LAW, notice is hereby given of a Public Hearing before the City Council and the Banning Utility Authority of the City of Banning to be heard on June 14, 2016 at 6:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey St., Banning, California, regarding the adoption of the 2015 Urban Water Management Plan.

ALL INTERESTED PARTIES are invited to attend said hearing and present oral or written testimony on the matter or to send written comments to the City Clerk, P.O. Box 998, Banning, CA 92220. The 2015 Urban Water Management Plan is be available for public review at the office of the City Clerk or at the Engineering Division of the Public Works Department located at 99 E. Ramsey Street. This document may also be viewed on-line at www.ci.banning.ca.us/2015uwmp.

Note: If you challenge this matter in the court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Banning at or prior to the public hearing. Questions regarding this matter should be directed to the City of Banning, Public Works Department at (951) 922-3130.

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

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

DATED: June 1, 2016
PUBLISH: June 5, 2016