AGENDA

CITY COUNCIL - REGULAR MEETING OF THE BANNING CITY COUNCIL
CITY OF BANNING, CALIFORNIA

January 28, 2025
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the agenda for the regular meeting of the Banning City Council, a joint meeting of the City Council and Banning Utility Authority, and the Banning City Council sitting in its capacity as the Banning Successor Agency Board.

Per the City of Banning Manual of Procedural Guidelines, matters taken up by the Council before 10 p.m. may be concluded, but no new matters shall be taken up except upon a majority vote of the council members present and voting. Such an extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

1. CALL TO ORDER

1.1 **INVOCATION**
Performed by Pastor Nate Rodriguez of Infinite Center

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. PRESENTATIONS

3.1 Proclamation for Black History Month
Recommendation: Proclaim February 2025 Black History Month.

3.2 Proclamation February 2025 as American Heart Month
Recommendation: The City Council proclaim February 2025 as American Heart Month and encourage all Banning Residents to wear Red on National Wear Red day, Friday, February 7th, 2025.

4. REPORT ON CLOSED SESSION

John Pinkney, Interim City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

5.2 CORRESPONDENCE

5.3 APPOINTMENTS

Planning Commission Appointments for Positions 1 & 2
Recommendation: Appoint up to two applicants to fill two vacancies in Positions 1 & 2 on the Banning Planning Commission.

Parks and Recreation Appointments for Positions 1 & 2
Recommendation: Appoint up to two applicants to fill two vacancies, Positions 1 & 2, on the Banning Parks and Recreation Commission.

5.4 CITY COUNCIL COMMITTEE REPORTS

5.5 CITY MANAGER'S REPORT

5.6 CITY ATTORNEY'S REPORT

5.7 CITY TREASURER'S REPORT

6. CONSENT ITEMS

The following items have been recommended for approval and will be acted upon simultaneously, unless a member of the City Council/Banning Utility Authority/Successor Agency Board wishes to remove an item for separate consideration.

6.1 Approval of the Meeting Minutes for the January 14, 2025 City Council Meetings
Recommendation: Approve the minutes of the January 14, 2025 City Council Meetings.

6.2 Receive and File Police Department Statistics for the Month of December 2024
Recommendation: Receive and file.

6.3 Receive and File Fire Protection Services Statistics for the Month of December 2024
Recommendation: Receive and file.

6.4 Code Enforcement Update and Statistics for the Month of December 2024
Recommendation: Receive and file.

6.5 Public Works Capital Improvement Project Tracking List
Recommendation: Receive and file.

6.6 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for December 2024
Recommendation: Receive and file.

6.7 City Council Travel and Conference Expense Report Year to Date Through December 2024
Recommendation: Receive and file.

6.8 Consideration of Resolution 2025-01 UA, Approving an Agreement with G&G Environmental Compliance, of Riverside, California for Industrial Waste Program Management and Fats, Oils, and Grease (FOG) Inspections and Environmental Compliance Services in the Amount of $62,800 Annually and an Option to Extend Four Additional Years with a Not-to-Exceed $314,000
Recommendation: Adopt Resolution 2025-01 UA.

6.9 Consideration of Resolution 2025-09, Increasing the California Uniform Public Construction Cost Accounting Act (CUPCCAA) Bid Limit Amounts to Reflect the Changes As Passed by State of California Assembly Bill 2192
Recommendation: Adopt Resolution 2025-09.

6.10 Consideration of Resolution 2025-10, Approving the Acceptance of the 2025 Memorandum of Understanding (MOU) of Off-Duty Personnel at Special Events Between the City of Banning and the City of Indio
Recommendation: Adopt Resolution 2025-10.

6.11 Consideration of Resolution 2025-11, Approving Amendment #1 to Eide Bailly Year-End Close Services Contract to Increase Total Not-To-Exceed Amount from $75,000 to $125,000
Recommendation: Adopt Resolution 2025-11.

6.12 Consideration of Resolution 2025-12, Updating the Compensation for the City Clerk and City Treasurer
Recommendation: Adopt Resolution 2025-12.

6.13 Consideration of Resolution 2025-14, Authorizing the City Manager to Sign Lease Agreement for 555 S. 22nd Street
Recommendation: Adopt Resolution 2025-14.

6.14 Accept the Notices of Completion for San Gorgonio Substation Construction and the San Gorgonio Substation 12kV Extension Projects and Authorize the City Manager to Sign and the City Clerk to Record both Notices of Completion
Recommendation: Staff recommends that City Council accept the San Gorgonio Substation Construction and the San Gorgonio Substation 12kV Extension Projects as complete, authorize the City Manager to sign and the City Clerk to record the Notices of Completion for each project.

7. PUBLIC HEARINGS

8. REPORTS OF OFFICERS

8.1 Updating the City Council on the Implications of the Santa Ana Regional Board (SARB) Including the City of Banning in its Total Maximum Daily Load (TMDL) Basin Plan Amendment
Recommendation: Discuss the background, staff efforts and consequences of the Santa Ana Regional Water Quality Control Board (SARB) including the City of Banning into their Total Maximum Daily Load (TMDL) Basin Plan Amendment and obtain direction on several options to dispute this action.

8.2 Consideration of Resolution 2025-13, Awarding a Professional Services Agreement for the Design of Hargrave Grade Separation to Kimley-Horn and Associates, Inc. in the amount of $7,929,775.06 and Approving a 5% Contingency for a Total Project Budget of “Not-to-Exceed” $8,326,263.81
Recommendation: Adopt Resolution 2025-13.

9. DISCUSSION ITEMS

9.1 Discussion Regarding Utility Billing Issues and Efforts to Correct Errors and Bring Billing Current
Recommendation: Provide feedback and direction.

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**
11.2 **EXISTING ITEMS**

1. Update on Community Garden (Flynn)
2. Zencity Contract (Flynn)
3. Developer Presentation on Sunset Crossroads Project (Flynn)
4. Ongoing Billing Errors – Electric and Water (Flynn)
5. Contracting Animal Services (Flynn)
6. Code Enforcement Department Citations Process (Miller)
7. Existing Public Benefits Fund Accounting (Royce)
8. Emergency Preparedness (Barrington)
9. Changes to the Banning Procedural Manual (Royce)
10. Report on Fire Hydrants (Flynn)
11. Tree Trimming at Repplier Park and near Sun Lakes (Flynn)

12. ADJOURNMENT

Next Regular Meeting – February 11, 2025

AFFIDAVIT • DECLARACIÓN JURADA

IT IS HEREBY CERTIFIED under the laws of the State of California that the above agenda was posted on the City's website (www.banningca.gov) as well as the Bulletin Board at Banning City Hall, located at 99 E Ramsey Street, Banning, CA 92220, at least 72 hours in advance of the meeting.



Caroline Patton, Administrative City Clerk
Secretario adjunto de la ciudad

PUBLIC NOTICE • NOTICIA PÚBLICA

Meeting Agendas and Notices

Interested in receiving email and/or text notifications of upcoming City Council meetings? Sign up for meeting notifications through the City's website. Pursuant to amended Government Code §54957.5(b), staff reports and other public records related to open session agenda items are available on the City's website (www.banningca.gov/).

Public Comment

Agenda Items

Any member of the public may address this meeting of the City Council on any item appearing on the agenda. A five-minute limitation shall apply to each member of the public and no member of the public shall be permitted to share their time with any other person.

Non-Agenda Items

Any member of the public may address this meeting of the City Council on any item which does not appear on the regular meeting agenda but is of interest to the general public and is an item upon which the City Council may act. A three-minute limitation shall apply to each member of the public and no member shall be permitted to share their time with any other person. No action shall be taken, nor discussion held by the City 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 §54954.2 of the Government Code.

Special Assistance/Accessibility Requests

In compliance with the Americans with Disabilities Act, any member of the public may request that the agenda and agenda packet be mailed to them. If you need special assistance to participate in this meeting (such as translation services), please contact the City Clerk's Office. Advanced notification of at least 48 hours prior to the meeting will allow the city to make arrangements to ensure your accessibility.

¿Necesita servicios de traducción para participar? Contacto Oficina del Secretario de la Ciudad.

CONTACT • CONTACTO

City Clerk's Office | 951-922-3102 | CityClerks@banningca.gov
99 East Ramsey Street, Banning, California 92220

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Proclamation for Black History Month**

RECOMMENDATION:
Proclaim February 2025 Black History Month.

BACKGROUND:
February is Black History Month.

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Proclamation - Black History Month.pdf

CITY OF BANNING
OFFICE OF THE MAYOR

Proclamation

WHEREAS, *the United States was established upon the profound but simple idea that all people are created equal and should be treated equally throughout their lives; and,*

WHEREAS, *in 1926, Dr. Carter G. Woodson, a Harvard Scholar, established the observance of Black and African American History, to reveal the contributions, achievements, and involvement of Black and African American people in the development of our American democracy; and,*

WHEREAS, *Black and African Americans have made innumerable contributions that have enriched America and the lives of every American; and every American should acknowledge and express thankfulness for these contributions; and,*

WHEREAS, *throughout the arc of history to the present day, Black and African Americans have experienced and endured the inhumanity of injustices and inequities; and,*

WHEREAS, *we must acknowledge and pay tribute to the generations of individuals who struggled with adversity, risked their lives for justice, fought a fight that at times seemed impossible to win, and continue to fight for equality; and,*

WHEREAS, *Black and African Americans are engaged throughout our community as our friends and neighbors, scholars, teachers, business people, leaders, and contributors to our quality of life.*

NOW THEREFORE*, I, Sheri Flynn, Mayor of the City of Banning, do hereby proclaim the month of February 2025 as*

Black History Month

BE IT PROCLAIMED *this 28th day of January, 2025.*

_____

Sheri Flynn, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director** **Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Proclamation February 2025 as American Heart Month**

RECOMMENDATION:

The City Council proclaim February 2025 as American Heart Month and encourage all Banning Residents to wear Red on National Wear Red day, Friday, February 7th, 2025.

BACKGROUND:

Since December of 1963, February each year has been named American Heart Month to promote awareness of cardiovascular disease.

JUSTIFICATION:

Providing awareness and outreach for important causes, such as Cardiovascular Disease

FISCAL IMPACT:

None

ALTERNATIVES:

None Provided

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Proclamation - American Heart Month.pdf

CITY OF BANNING
OFFICE OF THE MAYOR

Proclamation

WHEREAS *in the United States, cardiovascular disease, including heart disease, stroke and high blood pressure, is responsible for one out of every three deaths; and*

WHEREAS *cardiovascular disease is the number one killer of both men and women, and it is the leading cause of serious illness and disability in the United States; and*

WHEREAS *cardiovascular disease affects Americans across all backgrounds and nearly half of all adults have at least one risk factor and many of these individuals, who are at high risk, often do not know; and*

WHEREAS *in acknowledgement of the importance of the ongoing fight against cardiovascular disease, the Congress of the United States, by joint resolution on December 30, 1963, requested the President of the United States issue an annual proclamation designating February as "American Heart Month"; and*

WHEREAS *the National Heart, Lung and Blood Institute and other organizations around the country wear red on National Wear Red Day, celebrated on the first Friday in February to bring greater attention to heart disease as the leading cause of death for Americans; and*

WHEREAS *the City of Banning understands the importance of education and outreach on the importance of combatting this disease; and*

WHEREAS *the City of Banning's Parks and Recreation Department will be performing heart healthy outreach throughout the month of February 2025.*

WHEREAS *the parking lot lights in the Community Center will be lit up Red for the month of February as part of the Department's outreach efforts.*

NOW THEREFORE*, the City Council of the City of Banning do hereby proclaim and designate the Month of February 2025, as*

American Heart Month

BE IT PROCLAIMED *this 28th day of January, 2025.*

_____

Sheri Flynn, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Planning Commission Appointments for Positions 1 & 2**

RECOMMENDATION:

Appoint up to two applicants to fill two vacancies in Positions 1 & 2 on the Banning Planning Commission.

BACKGROUND:

The Planning Commission's rules and responsibilities are governed by Chapter 2.28 of the Municipal Code. The Commission's two main functions are to review land development applications for compliance with the Zoning Code and to make recommendations to the City Council regarding large projects and changes to the General Plan or Zoning Ordinance.

The Banning Municipal Code Section 2.28.020 requires applications be made available and vacancies announced at least two months prior to the vacancy. The Planning Commission vacancies were advertised on the City's website and across social media platforms starting in October 2024. Public Notices were published in the Record Gazette on October 11 and November 22, 2024. The final date to submit an application was Friday, December 20, 2024.

JUSTIFICATION:

Eight applications were received for the Planning Commission vacancies and are up for consideration:

- Rhea Cardona
- Kathleen Dale
- Edward Dean
- Gerry Phelps
- Douglas Reynoldson
- Cambria Richardson
- Nathaniel Rodriguez
- Marco Santana

The candidates will be interviewed in a Special Meeting - Workshop on January 28, 2025 beginning at 4:00 p.m. Staff recommend appointing two members to the City's Planning Commission from among these applicants.

FISCAL IMPACT:

Reopening the recruitment and maintaining vacancies on the City's Planning Commission may further delay projects across the City.

ALTERNATIVES:

City Council could choose to (1) appoint two applicants to the vacant positions; (2) appoint one applicant to a single position; or (3) appoint no applicants and direct staff to reopen the recruitment.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. PC Applications.pdf
2. Banning, CA Code of Ordinances Section 2.28.pdf
3. 2024 10 11_Affidavit - Notice of Vacancies.pdf
4. 2024 11 22_Affidavit - Notice of Vacancies.pdf

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill two vacancies on the City of Banning Planning Commission. These positions' terms of office will begin in February 2025 and run through January 2029. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, December 20, 2024.**

Name: Rhea L Cardona

Phone: 9098213433

Email Address: pulsetaker123@hotmail.com9798

Address: 9789 Sugar Pine Circle, Banning, Ca. 92220

Are you currently employed? ☐ Yes ☒ No

Position _____ Company _____

Length of Residency in Banning: 54 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Planning Commission. All applications and/or materials submitted for this purpose become a public record.
Ample space is provided. Please do not submit supplemental materials.

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

I have lived in Banning, California for 54years. My mother was born here in Banning. I grew up in Palm Springs, Ca. My 3 adult children, 2 grandchildren and two great grand children have and are attending Banning Schools. I worked for Headstart 7 years as a parent coordinator working with families in the community. Worked as a Realtor for one year here in the Pass Area. Worked15 years for Desert Hospital and in the last 10 years while working at Desert Hospital I raised two grandchildren on my own and returned to school at College of the Desert to become a Registered Nurse at the age of 50 and a Bachelor Degree in Nursing at age 56. Retired from the Riverside County

2. What types of major issues should the Planning Commission deal with?

Comprehensive planning, review and advise the governing body on land use decisions, including zoning changes subdivision applications and development proposals and developing regulations. Reviewing and approving development plans and making recommendations to the city council. Environmental impact, traffic impact, public outreach and engagement. Citizen involvement is very important.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

Providing adequate public services, overcrowding public schools, and housing shortages. Keeping Banning as a desirable area to live by keeping our housing that adequate to the surrounding and existing housing that will not devalue our homes. Would the rezoning of a land parcel allow the construction of a 30 plus unit development give single housing unit in a higher valuation. No is the answer. Zoning is high on the list for Banning on my list. I need to know more and that is why being on the Planning Commission is very important to me.

Additional Information About this Position

Per City of Banning Municipal Code Chapter 2.28, proof of residency shall be submitted at time of application to the Commission through voter registration or a utility bill at a physical address within city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served. Applicants will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed. Please note that this a volunteer position. Members shall disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment. Planning Commission shall hold no other municipal office in the city. Members may not be employees of the city.

Per City of Banning Resolution 2012-67, you will be required to submit to a criminal background investigation, to include LiveScan fingerprinting, prior to appointment.

Please return to:	City of Banning City Clerk's Office 99 E. Ramsey Street PO Box 998 Banning, CA 92220	**Return by:**	**Friday, December 20, 2024** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.

Rhea L Cardona — 12/16/2024

Signature — Date

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill two vacancies on the City of Banning Planning Commission. These positions' terms of office will begin in February 2025 and run through January 2029. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, December 20, 2024.**

Name	Kathleen Dale
Phone	951-941-3883
Email Address	kdalenmn@aol.com
Address	3800 West Wilson Street #243, Banning, CA 92220

Are you currently employed? ☐ Yes ☒ No

Position _____ Company _____

Length of Residency in Banning: Six years, seven months

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Planning Commission. All applications and/or materials submitted for this purpose become a public record. ***Ample space is provided. Please do not submit supplemental materials.***

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

I worked for 35 years as a planner (Riverside and Moreno Valley) and environmental consultant (Webb Associates and Jones and Stokes/ICF International). I hold a Bachelor of Science degree in Environmental Science from UC Riverside and aside from two short periods away as an Air Force brat, have lived my entire life in Moreno Valley and Banning.

I volunteer on my HOA Board and have followed matters before the Parks and Recreation Commission, Planning Commission and Council since moving to Banning.

2. What types of major issues should the Planning Commission deal with?

A primary function of the Planning Commission is review of private development projects and public works projects, in the context of conformance with the City General Plan, Municipal Code, and the California Environmental Quality Act. The Commission may act as the decision-maker, an advisory body, or an appeal body, depending upon the nature of individual matters. Focuses of fulfilling this responsibility should include ensuring that the public feels welcome to participate in Commission hearings and that decisions are based upon sound written findings.

Another substantial responsibility of the Planning Commission relates to its role as an advisory body relative to the General Plan and Municipal Code. Community controversy surrounding recent development proposals - such as the Charles Street cannabis project and Banning Point - have highlighted key land use compatibility and circulation issues that should be priorities for changes to the City's land use regulations.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

A fundamental component for successful growth and development is an educated and engaged citizenry. Based upon my observations to date, outside of two or three key neighborhoods, public participation is generally lacking. I believe the Planning Commission can play a role in improving citizen engagement by modifying public notification procedures, instituting workshops for high profile development proposals, and pursuing implementation of adopted General Plan policies calling for development of neighborhood plans (Community Development Policy 5 and Program 5A).

The City has designated lands at the eastern City limits for industrial development. While this location can ultimately be developed in a manner that is respectful to nearby established residential and commercial neighborhoods, a key consideration in the timing of development is the planned I -10 Cottonwood interchange. Planning for this interchange, and options for interim truck routes that avoid established residential and commercial neighborhoods, should be a priority.

Additional Information About this Position

Per City of Banning Municipal Code Chapter 2.28, proof of residency shall be submitted at time of application to the Commission through voter registration or a utility bill at a physical address within city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served. Applicants will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed. Please note that this a volunteer position. Members shall disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment. Planning Commission shall hold no other municipal office in the city. Members may not be employees of the city.

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Please return to:	City of Banning City Clerk's Office 99 E. Ramsey Street PO Box 998 Banning, CA 92220	**Return by:**	**Friday, December 20, 2024** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.

Kathleen Sale
Signature

12/20/24
Date

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill two vacancies on the City of Banning Planning Commission. These positions' terms of office will begin in February 2025 and run through January 2029. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, December 20, 2024.**

Name: Edward Charles Dean III

Phone: (951) 451-8470

Email Address: edwardcdean3@gmail.com

Address: 4038 Hillside Drive, Banning, CA 92220

Are you currently employed? ☐ Yes ☒ No

Position _____ Company _____

Length of Residency in Banning: 14 Years (2000-2008) (2018-Current)

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Planning Commission. All applications and/or materials submitted for this purpose become a public record.
Ample space is provided. Please do not submit supplemental materials.

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

Fourteen years of U.S. Army experience as a Personnel and Administration Specialist and Military Training Supervisor, specializing in land-use planning, resource allocation, and regulatory compliance. Proven ability to advise leadership on policies, zoning, and operational strategies while fostering inclusivity and public trust. Skilled in leading teams, mediating competing interests, and advancing sustainable, community-centered urban planning solutions. Adept at forecasting trends to drive economic growth, environmental sustainability, and equitable resource access. Dedicated to applying planning expertise to enhance urban livability and operational efficiency.

2. What types of major issues should the Planning Commission deal with?

- Guide Sustainable Urban Growth: Address long-term city development by balancing economic, residential, and environmental needs, ensuring responsible land-use, zoning regulations, and sustainable growth strategies that preserve the city's cultural and aesthetic character.
- Promote Affordable Housing and Community Development: Review and recommend housing policies to meet community needs, support population growth, and foster vibrant neighborhoods through revitalization of underutilized spaces and development of inclusive, diverse housing options.

- Support Infrastructure and Transportation: Oversee infrastructure improvements that support population growth, enhance transportation systems, and ensure efficient utilities, while prioritizing public health, safety, and equitable access to resources.

- Foster Economic and Environmental Resilience: Balance development initiatives with environmental preservation, historic preservation, and smart growth practices, ensuring economic development, environmental sustainability, and vibrant, resilient communities for future generations.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

1. Housing Development and Affordability
Challenge: Growing demand for housing may affect affordability.
Opportunity: Promote affordable and mixed-use housing developments.
Resolution: Update housing policies and partner with developers to offer diverse housing options.
2. Economic Development and Job Creation
Challenge: Need to diversify the economy and create local job opportunities.
Opportunity: Attract businesses to boost local economic growth.
Resolution: Implement economic development plans, offer incentives, and improve infrastructure.
3. Public Safety and Crime Prevention
Challenge: Rising crime rates may concern residents.
Opportunity: Enhance public safety to improve quality of life.
Resolution: Invest in law enforcement, community policing, and crime prevention initiatives.
4. Infrastructure and Transportation
Challenge: Rapid growth may strain infrastructure and traffic.
Opportunity: Improve infrastructure to support expansion.
Resolution: Prioritize road expansions, public transit, and utility improvements.

Additional Information About this Position

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Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: **Friday, December 20, 2024** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.

Signature

12/20/2024
Date

RECEIVED
NOV 27 2024
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill two impending vacancies on the City of Banning Planning Commission. The term of office will begin upon appointment and will expire on January 31, 2025. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, November 29, 2024.**

Name: Gerry Cousins Phelps

Phone: 951-267-1580

Email Address: secretknowledge@aol.com

Address: 1033 Pine Valley Road. Banning, CA 92220

Are you currently employed? ☐ Yes ☒ No

Position: Retired Company: _____

Length of Residency in Banning: 9+ years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Planning Commission. All applications and/or materials submitted for this purpose become a public record.
Ample space is provided. Please do not submit supplemental materials.

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

I've held several executive positions in sales. At one time, I was the youngest and only female Sales Manager in the record business (six gold records for sales). I also worked extensively in theater and taught audition technique to trained actors in my own studio, IN THE MOMENT, Studio City, CA. I'm a published writer and produced playwright. When not pursuing the arts, I am a full time stock/options trader. Past Treasurer of HOA in Sherman Oaks, CA. and volunteered on the Board of Directors of small corporation.

over

2. What types of major issues should the Planning Commission deal with?

Banning has a General Plan. Like most small towns, it just "growed." I believe at this point, we are large enough for a Master Plan of Development. The Planning Commission has the crucial advisory role in such overall and wide-ranging harmonization especially in the approval processes and providing recommendations that influence the approval processes for developments, land use plans, and infrastructure investments, while avoiding any conflicts of interest. The key word here is harmonization.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

In implementing a vision or plan of action, special attention must be paid to zoning codes, i.e., approving or denying zoning codes, development plans, and variances. To my mind a zoning code is a promise or an assurance that individual personal and corporate investments are protected. Arbitrarily changing codes is a serious matter and due considerable judiciousness as real estate values and the "look" of a community depend on them. This is true of a town, industrial park, recreation area, entertainment/cultural center, or residential community. Civic/bureaucratic over-reach is often well intended, but must be overruled in all circumstances, if we want Banning to be a prideful beautiful place to live and work and not just a hodgepodge of this and that.

Additional Information About this Position

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Per City of Banning Resolution 2012-67, you will be required to submit to a criminal background investigation, to include LiveScan fingerprinting, prior to appointment.

Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: **Friday, November 29, 2024** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.

Jerry Cousins Phelps
Signature

11/21/2024
Date

Please Note: The only real estate investment my husband and I have is our home. So, there should be no conflicts of interest.

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill three immediate vacancies on the City of Banning Planning Commission. The term of two of these offices will begin upon appointment and run through January 2025. The term of the third office will begin upon appointment and run through January 2027. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, November 29, 2024.**

Name: Douglas Reynoldson

Phone: 909-478-4517

Email Address: douglas.reynoldson@gmail.com

Address: 721 N Sunset Ave Spc. #18 Banning, CA 92220

Are you currently employed? ☒ Yes ☐ No

Position: Agent/President Company: DLR Real Estate Advisors

Length of Residency in Banning: 5 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Planning Commission. All applications and/or materials submitted for this purpose become a public record.
Ample space is provided. Please do not submit supplemental materials.

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

My back ground has been in management, real estate, and development for the past 30yrs. I sold many real estate projects throught out southern California and have been a part of many project management teams helping entitle both residential and commercial retail projects. I was a parks and recreation appointee for the City of Yucaipa and helped establish their downtown festivals. I was a board memeber for the Yucaipa Swim Team. I have worked closely with Habitat for Humanity and organized one of their golf tournaments several years ago. My education back ground; Crafton Hills College, Wayne State College and University of Nebraska Omaha.

2. What types of major issues should the Planning Commission deal with?

Planning Commissioners are appointed to provide constructive devlopment guidance for projects brought before the commission that meet or exceed the City dvelopment standards and codes as well as all state and county development codes. The role of a planning commissioner should be to subjectively guide the applicant with design criteria based on the city vision and design codes. All planning commissioners should be able to desively provide the city council a well designed and thouroughly vetted project for them to make the final decison based on the communities wishes and vison. Planning commissioners should always keep the integrity of the city's residents future in mind at all times. Planning commissioners should be a voice of the community at large while guiding applicants and their projects through the process that they are entitled to do with their property.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

The City of Banning is currently experiencing a growth of residential development and sitting on the cusp of bringing significant change to the pass area for future industy creating jobs and tax based revenues for the city with commercial retail development. The city is poised to have significant change within the next 10 years and the challenges are what to do to manage the types of growth to ensure a sustainable local economy that supports the younger generations as well as the need for taking care of the older generations that have been here. This area is still considerd the affordable option for young families. Challenges with cities are best dealt with in my opinion if as many residents get involved as possible and are informed by the city staff and city council members however they can get those people engaged and informed. Communication between city staff, city council and planning commissioners is so critical to the growtrh challenges of a community. Without a cohesive line of subjective communication a city will struggel to devlop in the manner it needs to for its residents.

Additional Information About this Position

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Please return to:	City of Banning City Clerk's Office 99 E. Ramsey Street PO Box 998 Banning, CA 92220	**Return by:**	**Friday, November 29, 2024** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.



Signature

12/5/2024

Date

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill two impending vacancies on the City of Banning Planning Commission. The term of office will begin upon appointment and will expire on January 31, 2027. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, November 29, 2024.**

Name: Cambria Richardson

Phone: (559) 940-4681

Email Address: Camirich86@gmail.com

Address: 11055 Sunset Ave Banning, CA 92220

Are you currently employed? [X] Yes [ ] No

Position: HR Generalist Company: La Jolla Group

Length of Residency in Banning: 3 years

Are you a registered voter? [X] Yes [ ] No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? [X] Yes [ ] No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? [X] Yes [ ] No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Planning Commission. All applications and/or materials submitted for this purpose become a public record. ***Ample space is provided. Please do not submit supplemental materials.***

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

I have a bachelor's degree in Human Resources Business management. I have been w/my current company for over 10 years. The last 7 of those years has been in HR. Prior to that I have worked in retail & food as Store or General manager.

2. What types of major issues should the Planning Commission deal with?

The commission should act and advise on all zoning & development within the city. They should be a part of decision making on projects. the commission should keep the city and its residents best intrest in all decisions made. keeping the community engaged with the city and residents property value protected are key in city planning.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

the city seems to be engaging in low-income support for residents, driving a 'class' to the city that will not promote future growth. the city building/ businesses and streets are neglected. Banning compared to surrounding cities is looked down on. there are no businesses or attractions that drive consumers to our city. If the correct retailers are not brought in and the city does not focus on infrastructon (instead of more housing) it will fail. Banning should be striving to gain something that Beaumont, Yucaipa, Calimesa, do not already have. the future of Banning is at a tipping point.

Additional Information About this Position

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Or email to: cityclerks@banningca.gov Remember to sign your application.

Signature

11/13/24
Date

RECEIVED
NOV 27 2024
City of Banning
City Clerk's Office

2024 NOV 27 3:40PM

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill two impending vacancies on the City of Banning Planning Commission. The term of office will begin upon appointment and will expire on January 31, 2025. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, November 29, 2024.**

Name: Nathaniel Rodriguez

Phone: 760.534.5559

Email Address: rodriguez.nate85@gmail.com

Address: 6111 Knoll Place Banning, CA 92220

Are you currently employed? ☒ Yes ☐ No

Position: Project Manager Company: Palm Springs Unified School District

Length of Residency in Banning: 3 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Planning Commission. All applications and/or materials submitted for this purpose become a public record.
Ample space is provided. Please do not submit supplemental materials.

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

Born and raised in Banning, I left to pursue studies in Phoenix, where I earned an A.A. in Drafting from a tech school. Three years ago, I returned to my hometown and currently work with the Palm Springs Unified School District in the Facilities Planning Department, overseeing budgets, project planning, strategic planning, collaboration and support with district staff, board agendas procedures, city and local jurisdictions, coordinate with architects, engineers, inspectors, contractor and testing and oversee school construction projects.

Beyond my professional role, I actively contribute to the community as a member of the Police Advisory Committee, founder of a new soccer club in the city. Additionally, I serve as the pastor of a new church plant that launched two years ago, fostering faith and connection in our community.

2. What types of major issues should the Planning Commission deal with?

Planning Commission should deal with a wide range of issues related to land use, urban development, and community planning. These issues are crucial for guiding sustainable growth and maintaining a balance between economic, environmental, and social needs. Here are the major types of issues the Planning Commission should address:

- Land use and zoning
- Urban development and growth management
- Infrastructure and public facilities
- Environmental sustainability
- Housing and community development
- Economic development
- Historic preservation and cultural resources
- Public engagement and community input
- Transportation planning
- Legal and policy compliance

By addressing some of these issues, will have a better way of shaping the future of a community while ensuring sustainable and equitable development.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

1. Affordable Housing
Problem: Housing is too expensive for many residents.
Solution: Build more affordable units, convert unused buildings into housing, and partner with developers to create cost-effective homes.
2. Traffic and Transportation
Problem: Growing traffic and outdated transit systems.
Solution: Improve public transit, make streets more bike- and pedestrian-friendly, and use smart traffic systems to reduce congestion.
3. Environmental Concerns
Problem: Urban growth harms the environment and reduces green spaces.
Solution: Expand parks, promote eco-friendly building, and use green solutions like rain gardens and solar energy.
4. Economic Challenges
Problem: Overdependence on one industry or sector.
Solution: Attract diverse businesses, support small startups, and offer job training for new industries.
5. Aging Infrastructure
Problem: Roads, water systems, and utilities can't meet current needs.
Solution: Upgrade infrastructure using government funds and partnerships with private companies.

Opportunities and Actions
1. Downtown Revitalization
Opportunity: Improve neglected urban areas to attract businesses and residents.
Action: Build mixed-use developments, improve public spaces, and host events.
2. Smart Technology
Opportunity: Use technology to improve city services.
Action: Install smart devices for traffic and utilities, expand public Wi-Fi, and use data for better planning.
3. Community Involvement
Opportunity: Engage residents to shape the city's future.
Action: Host public meetings, use surveys for feedback, and form advisory groups.
4. Recreational Growth
Opportunity: Build parks, trails, and sports facilities to enhance quality of life.
Action: Plan for recreation needs, partner with sponsors, and promote natural resources.
5. Diversity
Opportunity: Embrace cultural and demographic diversity.
Action: Support minority-owned businesses, host cultural events, and plan inclusively for all groups.

Additional Information About this Position

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Please return to:	City of Banning City Clerk's Office 99 E. Ramsey Street PO Box 998 Banning, CA 92220	**Return by:**	**Friday, November 29, 2024** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.



Signature

22NOV24

Date

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill two vacancies on the City of Banning Planning Commission. These positions' terms of office will begin in February 2025 and run through January 2029. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, December 20, 2024.**

Name: Marco Santana

Phone: 9513339921

Email Address: marcosantanam.ed@gmail.com

Address: 957 E George St, Banning CA 92220

Are you currently employed? ☒ Yes ☐ No

Position: Program Director Company: Nonprofit

Length of Residency in Banning: 31 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Planning Commission. All applications and/or materials submitted for this purpose become a public record.
Ample space is provided. Please do not submit supplemental materials.

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

I was born and raised in Banning, attending Banning High and developing a deep appreciation for community and service. After earning my Master of Education from UCR, I remained committed to making a meaningful impact in my hometown. At Faith in Action of the San Gorgonio Pass, I've worked to connect low-income and at-risk residents to healthcare, social services, and workforce development opportunities while securing funding to support programs that empower families. My engineering experience with Project Farma strengthened my skills in managing complex projects and coordinating diverse teams, giving me a unique, results-driven approach.

2. What types of major issues should the Planning Commission deal with?

As a Planning Commissioner, I will ensure that decisions about land use and the General Plan reflect our community's needs and values while continuing to build on the progress Banning has already made. Thoughtful planning is essential to fostering growth that strengthens our infrastructure, supports local businesses, and enhances the quality of life for residents. My focus will include expanding housing opportunities for families and homeowners, encouraging small businesses and projects that bring value and joy to our community, and investing in infrastructure like public spaces and transit that make our city more connected and livable. By balancing property rights with careful planning and providing thoughtful feedback on projects, we can guide Banning's growth in a way that is sustainable, equitable, and aligned with the character and aspirations of our community.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

Banning is at a pivotal moment in its growth, with opportunities to build on its progress toward economic revitalization while addressing challenges like retaining local talent, supporting small businesses, and creating spaces that enhance community connection. One challenge is ensuring that local, home-grown businesses and organizations have the support needed to thrive. By fostering partnerships and prioritizing projects that bring value and joy to residents—such as revitalizing downtown spaces or creating mixed-use developments—we can strengthen the local economy and improve quality of life. Another challenge is balancing development with the community's needs and values. Thoughtful planning is critical to ensuring that proposals align with what residents want while addressing infrastructure needs like walkable public spaces and reliable transit. As a Planning Commissioner, I would approach projects with a critical but fair perspective, offering thoughtful feedback to maximize their benefit and ensure they support long-term sustainability. By prioritizing initiatives that encourage economic growth, support local talent, and create pride in our city, Banning can continue building a vibrant and resilient future.

Additional Information About this Position

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City Clerk's Office
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PO Box 998
Banning, CA 92220

Return by: **Friday, December 20, 2024** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.



Signature

12/20/2024

Date

2.28.010 - Planning commission—Membership requirements.

A. Members of the planning commission shall be residents of the City of Banning who hold no other municipal office in the city. Members may not be employees of the city.

B. Proof of residency shall be submitted at time of application to the commission through voter registration, utility bill at a physical address within the city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served.

(Code 1965, § 2-5.)

2.28.020 - Term and vacancies.

A. The planning commission shall consist of five members.

B. Planning commissioners shall serve four-year terms, which shall be staggered every two years concurrent with the city elections. Appointments shall be made by the city council. Applications shall be made available and the closing date announced at least two months prior to the expiration of the commissioner's term to be filled.

C. In order to re-set the terms of office of planning commissioners consistent with paragraph (b) above, commencing January 2021, the city council shall appoint members of the planning commission, whether newly appointed or as reappointed members, to one of the following five numbered positions:

1. Position 1. The term of office for Position 1 will begin February 1, 2021, and expire on January 31, 2025.
2. Position 2. The term of office for Position 2 will begin February 1, 2021, and expire on January 31, 2025.
3. Position 3. The term of office for Position 3 will begin February 1, 2021, and expire on January 31, 2023.
4. Position 4. The term of office for Position 4 will begin February 1, 2021, and expire on January 31, 2023.
5. Position 5. The term of office for Position 5 will begin February 1, 2021, and expire on January 21, 2023.

D. Upon the expiration of each term of office specified in paragraph C, persons appointed or reappointed to the Position shall serve for a succeeding four-year term measured from the expiration of the prior term of that position. In the event the city council has not completed the appointment process by February 1 of each odd number year to fill the terms of positions that

are to commence on February 1 of that year, the predecessor's term of office for that position is automatically extended until the date that the successor has been appointed and sworn into office.

E. Members shall serve at the pleasure of the council and may be removed at any time by a majority vote of the entire council.

F. Any member who is unexcused for two consecutive regular meetings of the commission or six meetings within a twelve-month period, whether the six meetings are excused or not, will be deemed to have forfeited his or her office and the city council may appoint a new member to serve in the commissioner's position for the remainder of their term.

G. To be excused from any such meeting, a member shall notify the planning department, at least forty-eight hours prior to any such meeting that the member will not be in attendance at the upcoming meeting. If a member is unable to attend due to illness, injury or family matters, an oral statement made proving that specific reason by the member at the next regular meeting of the commission shall constitute an excused absence.

(Code 1965, § 2-6.)

(Ord. No. 1569, § 1, 9-22-20)

2.28.030 - Compensation.

A. Members of the planning commission shall not receive compensation; reasonable traveling expenses to and from conferences and/or special field trips and training sessions shall be reimbursed.

B. Upon authorization by the city manager, the planning commission and members of its staff, may attend city planning conferences or meetings, or hearings on city planning legislation, or matters affecting the planning of the city. The reasonable expenses of such attendance shall be charged upon the funds allocated to the commission.

C. All fundings shall be established through the City of Banning budget, which shall be approved by the city council.

(Code 1965, § 2-7.)

2.28.040 - Rules of procedure.

A. A quorum of the planning commission shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the planning commission to hold a meeting.

B. In the event that only three commissioners are present, any actions recommending amendment to the Municipal Code or general plan must be unanimous; all other actions would require a majority vote of the commission in attendance. A tie vote shall constitute a denial of the matter or request brought before the planning commission.

C. The commission shall adopt rules for the transaction of business and shall keep a record of its transactions, findings, and determinations. The Brown Act and "Robert's Rules in Plain English" by Doris P. Zimmerman (Harper Perennial) shall be incorporated into such rules.

D. The commission shall follow all applicable city fiscal and administrative policies and procedures.

(Code 1965, § 2-8.)

2.28.050 - Duties and responsibilities.

A. The planning commission shall exercise those functions of the planning agency of the city delegated to it in the Banning Municipal Code.

B. At the regular February meeting, the planning commission shall choose a chairperson and a vice-chairperson from among the planning commission members. The chairman and vice-chairman shall serve for one term. Both positions shall rotate every year.

1. The chairperson shall preside at all regular and special meetings and rule on all points of order and procedure during the meetings.
2. The vice-chairperson shall assume all duties of the chairperson in his or her absence.
3. In the event the chairperson and vice-chairperson are both absent, an acting chairperson shall be appointed from the commission for the meeting from those present.

C. The planning commission's scope of responsibility is to:

1. Prepare, review, adopt, and recommend to the city council for its adoption, a long range, comprehensive general plan to guide future physical development and conservation of the city and its adjoining environs based on geographic, social, economic and political characteristics of the community;
2. Prepare, review, adopt and recommend to the city council for its adoption of special area specific plans for identifiable areas, wherein more detailed guidelines are needed to supplement the objectives of the general plan;
3. Review development applications submitted to the city for consistency with adopted plans and ordinances. Approve or deny applications when final authority is granted to the planning commission by the Municipal Code. Make a recommendation on those actions for which the city council is the final reviewing approval body;
4. Act as the appeal body on decisions made by the community development director;
5. Perform such other functions and duties as the city council may from time to time direct and/or provide within the Banning Municipal Code.

D.

The commission may form ad-hoc subcommittees in accordance with the Brown Act, and make appointments to that subcommittee, as it deems necessary. A quorum of commission members may not be appointed to serve in a single subcommittee. Before forming a subcommittee, the commission shall establish a specific mission and term for the subcommittee.

E. The planning commission is an important function within the City of Banning, and as such, certain expectations are held by the city council in making the appointment of individuals to the commission. These expectations include the following:

1. Commissioners will attend all regular meetings and special meetings as they arise;
2. Commissioners will communicate expected and unexpected absences to the planning department, prior to the meeting;
3. Commissioners will communicate any potential conflicts of interest on agenda items to the planning department in advance of the hearing to allow confirmation of a quorum;
4. Commissioners will arrive on time to each meeting, fully participate, and remain in attendance until the end of each meeting;
5. Commissioners will prepare themselves for each meeting by reading the agenda, reports and other materials, and visiting the site, as necessary, and communicate any questions to the secretary in advance of the hearing. Pursuant to Resolution 2000-41, if a commissioner visits the site prior to a hearing on the matter, the commissioner shall disclose at the hearing such evidence and observation gathered during the site visit;
6. Commissioners are encouraged to attend the annual planner's institute (Monterey and Southern California) or an equivalent planning training program given by a University of California campus (or approved equivalent) and may attend other planning conferences and or training classes as the need and opportunities arise. The city will also provide regular in-service training and make-up training where attendance is required;
7. New commissioners are expected to become familiar with the city's general plan, the "Planning Commission Handbook" (prepared by the State of California), the relevant Municipal Code sections particularly those relevant to zoning to become familiar with these documents. The "Guide for New Members" distributed by the planning commissioners journal and www.plannersweb.com are other valuable resources for new commissioners;
8. Applicants to the planning commission will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed; and
9. New commissioner members will attend an expanded orientation session with the liaison to the commission and other staff, as deemed necessary, to provide new appointees with a solid understanding immediately upon appointment. The orientation will include an overview of

the planning process, a review of the commission's structure, policies and bylaws, a summary of available documents and resources, and a review of the commission's relationship with citizens, staff, developers, and the governing body.

F. The planning commission may serve on regional boards or commissions as directed by the city council.

G. The planning commission shall participate in annual meetings with the city council to discuss development activity, development doctrine, policies, etc.

(Code 1965, § 2-8.1.)

(Ord. No. 1569, § 2, 9-22-20)

2.28.060 - Conflict of interest requirements.

A. The State of California Political Reform Act requires planning commission members to disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis.

B. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment.

C. If an apparent conflict of interest arises, the member shall inquire of the city attorney or staff prior to the meeting.

(Code 1965, § 2-8.2.)

2.28.070 - Staff liaison.

A. The staff liaison to the planning commission shall be the community development director.

B. The planning commission liaison, supported by the secretary to the planning commission (a staff position), shall be responsible for:

1. Confirming that a quorum will be present prior to each meeting;
2. Receiving and recording all exhibits, petitions, documents, or other material presented to the planning commission in support of, or in opposition to, any issue before the planning commission;
3. Signing all meeting minutes and resolutions upon approval;
4. Preparing and distributing agendas and agenda packets;
5. Facilitating the tape recording of meetings and preparation of minutes; and
6. Responding to all questions from planning commission members regarding agenda items in advance of meetings.

(Code 1965, § 2-8.3.)

2.28.080 - Meeting times and places.

A. The planning commission shall meet on the first Wednesday of each month at 5:30 p.m. at the city council chambers located at 99 E. Ramsey Street, or at such time and place as the commission may designate by resolution.

B. Commissioners will attend special meetings as they arise.

(Code 1965, § 2-8.4.)

(Ord. No. 1427, § 1, 9-14-10; Ord. No. 1594, § 1, 8-22-22)

2.28.090 - Adoption.

A. This document, as adopted and amended by council resolution, shall serve as the bylaws for the commission.

(Code 1965, § 2-9.)

Record Gazette
Your Community. Your Newspaper.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Record Gazette
218 N. Murray St., Banning, CA 92220

Proof of Publication
(2015.5 C.C.P.)

Planning Commission Public Notice

State of California)
County of Riverside) SS.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1964, Case No. 54737.
That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Oct 11, 2024

Executed on: October 11, 2024

At City of Banning, California

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

Kathy Shepard
Signature

Newspaper page size: Width: 9.75 in., Height: 10.875 in.

PUBLIC NOTICE
CITY OF BANNING
PLANNING COMMISSION

The City of Banning is accepting applications to fill **two impending vacancies** on the City of Banning Planning Commission. The term of three of these offices will begin in February 2025 and run through January 31, 2029.

These are volunteer positions on a Commission that meets on the **first Wednesday of each month** at 5:30 P.M. You must be a registered voter in the City of Banning to qualify. All applicants must successfully complete a background investigation with fingerprinting before appointment. The application and qualifications for this position are available on the City's website at http://banning.ca.us/79/Planning-Commission.

The deadline to submit your application to the City Clerk's Office is Friday, December 20, 2024 at 5:00 P.M. Submit to the City Clerk's Office, PO Box 998, Banning, CA 92220 or by emailing your signed application to cityclerks@banningca.gov.

/s/Caroline Patton, Deputy City Clerk
City of Banning, California

Dated: October 1, 2024
Publish: October 11, 2024

Record Gazette
Your Community. Your Newspaper.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Record Gazette
218 N. Murray St., Banning, CA 92220

Proof of Publication
(2015.5 C.C.P.)

2024 11 19 Public Notices Plan Com Vacancies

State of California)
County of Riverside) SS.

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

Nov 22, 2024

Executed on: November 22, 2024

At City of Banning, California

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

Signature Kathy Shepard

PUBLIC NOTICE

CITY OF BANNING
PLANNING COMMISSION

The City of Banning is accepting applications to fill three immediate vacancies on the City of Banning Planning Commission. Two of these positions' terms of office will begin in February 2025 and run through January 2029. One position's term of office will begin in February 2025 and run through January 2027.

These are volunteer positions on a Commission that meets on the first Wednesday of each month at 5:30 P.M. You must be a registered voter in the City of Banning to qualify. All applicants must successfully complete a background investigation with fingerprinting before appointment. The application and qualifications for this position are available on the City's website at http://banning.ca.us/79/Planning-Commission.

The deadline to submit your application to the City Clerk's Office is Friday, December 20, 2024 at 5:00 P.M. Submit to the City Clerk's Office, PO Box 998, Banning, CA 92220 or by emailing your signed application to cityclerks@banningca.gov.

/s/ Caroline Patton, Administrative City Clerk
City of Banning, California
Dated: November 19, 2024
Publish: November 22, 2024

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Parks and Recreation Appointments for Positions 1 & 2**

RECOMMENDATION:

Appoint up to two applicants to fill two vacancies, Positions 1 & 2, on the Banning Parks and Recreation Commission.

BACKGROUND:

The Parks and Recreation Commission's rules and responsibilities are governed by Chapter 2.40 of the Municipal Code. The Commission's main function is to serve as an advisory board to the City Council and the Parks and Recreation Director for the purpose of the formulation of rules, regulations and policies for all parks and recreation programs, activities, and fees.

The Banning Municipal Code Section 2.40.030 requires applications be made available and vacancies announced at least two months prior to the vacancy. The vacancies were advertised on the City's website and across social media platforms starting October 2024. Public notice of these vacancies was placed in the Record Gazette on October 11, 2024. The application period closed on Friday, December 20, 2024.

JUSTIFICATION:

Four applications were received for the Parks and Recreation Commission vacancies and are up for consideration:

- Key Fragas
- Michael Gonzales
- Steven Lapham
- Charissa Preuss

The candidates will be interviewed in a Special Meeting - Workshop on January 28, 2025 beginning at 4:00 p.m. Staff recommend appointing two members to the City's Parks and Recreation Commission from among these applicants.

FISCAL IMPACT:

N/A

ALTERNATIVES:

City Council could choose to (1) appoint two applicants to the vacant positions; (2) appoint one applicant to a single position; and (3) appoint no applicants and direct staff to reopen the recruitment.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Parks and Recreation Commission Applications.pdf
2. Banning, CA Code of Ordinances Section 2.40.pdf
3. 2024 10 11_Affidavit - Parks and Rec Vacancies Notice.pdf

APPLICATION TO SERVE ON PARKS AND RECREATION COMMISSION

This application is to fill **two impending vacancies** on the Parks and Recreation Commission. The term of office for both positions will begin February 2025 and will expire on January 31, 2029. The Parks and Recreation Commission meets monthly on the **Third Wednesday** of each month, except July and August. **Applications are due to the Office of the City Clerk no later than Friday, December 20, 2024 at 5:00 p.m.**

Name: Keawepoo Fragas

Phone: 3107400917

Email Address: keyspots411@gmail.com

Address: 850 Aloeway Banning Ca 92220

Are you currently employed? ☒ Yes ☐ No

Position: CMO Company: Us Tech Works

Length of Residency in Banning: 13

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to attend commission meetings on it regular meeting date? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Parks & Recreation Commission. ***Please do not submit supplemental materials.***

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

I have been a resident of Banning for 13 years, during which I have developed strong connections within the community. Over the past two years, I have served on the Parks and Recreation Commission, where I have consistently advocated for the best interests of our youth and the city. My dedication to fostering community engagement is evident in my active participation in numerous city and community events, where I have shared my presence and support.

2. What unique skills and traits would you bring to the commission?

I bring a unique blend of experience, community connection, and vision to the Parks and Recreation Commission. My deep understanding of the community's needs, paired with my ability to collaborate effectively with diverse groups, enables me to serve as a bridge between the city and its residents. My proven ability to organize events and foster dialogue ensures that community voices are heard and incorporated into actionable plans. Furthermore, my creative contributions, such as the Lions Park mural, highlight my dedication to enhancing the city's cultural and recreational landscape.

3. Why are you interested in serving on the Parks & Recreation Commission? What do you hope to achieve during your term of service?

My interest in serving on the Parks and Recreation Commission stems from my passion for fostering a thriving, inclusive community. I am committed to ensuring our city's growth is accompanied by accessible, high-quality recreational opportunities for residents of all ages. During my term, I hope to:

Strengthen the collaboration between the city and its residents through increased outreach and planning initiatives.
Enhance youth sports and recreational programs to meet the needs of our growing community.
Advocate for projects that celebrate our city's identity and bring people together, such as public art and community events.
I would like to continue to contribute to its development as a vibrant, welcoming city.

In accordance with Banning's City Council Resolution 2012-67, if selected you will be required to submit to a criminal background investigation, including LiveScan fingerprinting prior to your formal appointment.

Please return to:	City of Banning City Clerk's Office 99 E. Ramsey Street PO Box 998 Banning, CA 92220	Return by:	December 20, 2024 5:00 p.m.
Or email to: cityclerks@banningca.gov		Remember to sign your application.	



12/20/2024

Signature Date

APPLICATION TO SERVE ON PARKS AND RECREATION COMMISSION

This application is to fill **two impending vacancies** on the Parks and Recreation Commission. The term of office for both positions will begin February 2025 and will expire on January 31, 2029. The Parks and Recreation Commission meets monthly on the **Third Wednesday** of each month, except July and August. **Applications are due to the Office of the City Clerk no later than Friday, December 20, 2024 at 5:00 p.m.**

Name: Michael gonzales

Phone: 840 251 4534

Email Address: Socalthunder87@gmail.com

Address: 324 s23rd st

Are you currently employed? ☐ Yes ☒ No

Position: Retired Company: Busd

Length of Residency in Banning: 55yrs

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to attend commission meetings on it regular meeting date? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Parks & Recreation Commission. ***Please do not submit supplemental materials.***

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

Worked for both school district banning and Beaumont for 26 yrsborn and raised in banning coach baseball locally for 27 yrs was board member for banning pass little league graduate from banning in 1987 raised a family here

2. What unique skills and traits would you bring to the commission?

I am very familiar with the parks in banning I did field maintenance for Lyons park so I have a good idea what parks need and what can b used for

3. Why are you interested in serving on the Parks & Recreation Commission? What do you hope to achieve during your term of service?

To make r parks family friendly to male sure all parks r safe for everyone and to make r parks beautiful for everyone that visit banningand to hold more events at r parks

In accordance with Banning's City Council Resolution 2012-67, if selected you will be required to submit to a criminal background investigation, including LiveScan fingerprinting prior to your formal appointment.

Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: December 20, 2024
5:00 p.m.

Or email to: cityclerks@banningca.gov

Remember to sign your application.

Michadel gonzales

Signature

12 202024

Date

APPLICATION TO SERVE ON PARKS AND RECREATION COMMISSION

This application is to fill **two impending vacancies** on the Parks and Recreation Commission. The term of office for both positions will begin February 2025 and will expire on January 31, 2029. The Parks and Recreation Commission meets monthly on the **Third Wednesday** of each month, except July and August. **Applications are due to the Office of the City Clerk no later than Friday, December 20, 2024 at 5:00 p.m.**

Name: Steven Lapham

Phone: 909-225-8594

Email Address: mnstr167@gmail.com

Address: 345 e repplier rd

Are you currently employed? ☐ Yes ☒ No

Position _____ Company _____

Length of Residency in Banning: 60 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to attend commission meetings on it regular meeting date? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Parks & Recreation Commission. ***Please do not submit supplemental materials.***

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

Retired Union Construction Foreman, Past President Banning Youth Baseball and Softball. Past Vice President Banning Little League. Current Commander Post 428 American Legion. Current District 21 (riverside county) Representative for the East American Legion. Married 40 years, Father of 5.

2. What unique skills and traits would you bring to the commission?

Strong leadership skills, common sense, committment to the city and the youth of the city. Army Veteran with connections to the veteran community in the county.

3. Why are you interested in serving on the Parks & Recreation Commission? What do you hope to achieve during your term of service?

i would hope to open up soccer fields, maybe look into some sort of public golf facility, get more use out of the facilities we have at sylvan park and repplier park.

In accordance with Banning's City Council Resolution 2012-67, if selected you will be required to submit to a criminal background investigation, including LiveScan fingerprinting prior to your formal appointment.

Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Or email to: cityclerks@banningca.gov

Return by: December 20, 2024
5:00 p.m.

Remember to sign your application.

Steven C Lapham — 12/19/2024

Signature — Date

APPLICATION TO SERVE ON PARKS AND RECREATION COMMISSION

This application is to fill **two impending vacancies** on the Parks and Recreation Commission. The term of office for both positions will begin February 2025 and will expire on January 31, 2029. The Parks and Recreation Commission meets monthly on the **Third Wednesday** of each month, except July and August. **Applications are due to the Office of the City Clerk no later than Friday, December 20, 2024 at 5:00 p.m.**

Name: Charissa Preuss

Phone: (480) 486-1934

Email Address: charissapreuss@gmail.com

Address: 1154 N. 116th Ln., Avondale, Arizona 85323

Are you currently employed? ☒ Yes ☐ No

Position: Sales Manager Company: Starbucks

Length of Residency in Banning: 18 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to attend commission meetings on it regular meeting date? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Parks & Recreation Commission. ***Please do not submit supplemental materials.***

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

Hi! As a lifelong resident of Banning and a proud Banning High School graduate, I've always valued the role our parks and recreation programs play in building a vibrant community. My career, including over four years as a Retail Sales Manager at Starbucks and experience with Ulta Beauty and Matrix Absence Management, has equipped me with strong leadership and organizational skills. Coupled with my volunteer work in youth development and community improvement projects, I'm excited to bring a fresh perspective to enhancing recreational opportunities for the people of Banning.

2. What unique skills and traits would you bring to the commission?

I bring a combination of leadership, community insight, and operational expertise to the Parks and Recreation Commission. My upbringing in Banning gives me a personal understanding of the community's values and needs, while my professional background equips me with the skills to manage complex projects, foster collaboration, and deliver results. As a team leader, I am adept at building relationships, resolving conflicts, and driving team performance.I also bring a strong marketing and customer service background, which will be invaluable in promoting recreational programs and engaging with residents. My technical proficiency in tools such as Microsoft Word, Excel, and PowerPoint enables me to analyze data, create reports, and communicate effectively. Lastly, my ability to mentor and train individuals reflects my commitment to personal development and capacity building—qualities I would bring to every initiative of the Commission.

3. Why are you interested in serving on the Parks & Recreation Commission? What do you hope to achieve during your term of service?

I am passionate about contributing to the community that shaped my values and professional success. The Parks and Recreation Commission represents an opportunity to give back by helping create and maintain spaces that inspire community connection, health, and recreation. My goal is to advocate for inclusive and accessible programs that reflect the diverse needs of Banning residents, from youth sports to senior wellness initiatives. During my term, I hope to collaborate with local stakeholders to enhance park facilities, expand programming, and secure funding for future projects. I am particularly interested in creating youth mentorship programs, as I believe recreational spaces can serve as platforms for education, leadership, and personal growth. I aim to use my experience and insight to keep Banning's parks and recreation services vital and cherished.

In accordance with Banning's City Council Resolution 2012-67, if selected you will be required to submit to a criminal background investigation, including LiveScan fingerprinting prior to your formal appointment.

Please return to:	City of Banning City Clerk's Office 99 E. Ramsey Street PO Box 998 Banning, CA 92220	Return by:	December 20, 2024 5:00 p.m.
Or email to:	cityclerks@banningca.gov	Remember to sign your application.	

Dec 20th, 2024

Signature Date

Chapter 2.40 - PARKS AND RECREATION COMMISSION

2.40.010 - Established—Purpose.

There is hereby established a parks and recreation commission of the city for the purpose of facilitating the integration of the parks and recreation activities for the city.

(Code 1965, § 15-1; Ord. No. 1438, § 1.A., 6-14-11)

2.40.020 - Advisory agency designated—Powers and duties.

The city parks and recreation commission shall serve as an advisory agency to the city council and the director of community services for the purpose of the formulation of rules, regulations and policies for all parks and recreation programs, activities, and fees. Parks and recreation commission members shall be registered voters of the City of Banning.

(Code 1965, § 15-2; Ord. No. 1438, § 1.A., 6-14-11)

2.40.030 - Appointment of members.

A. The parks and recreation commission shall consist of five members.

B. The parks and recreation commission shall serve four-year terms, which shall be staggered every two years concurrent with the city elections. Appointments shall be made by the city council. Applications shall be made available and the closing date announced at least two months prior to the expiration of the commissioner's term to be filled.

C. Members shall serve at the pleasure of the council and may be removed at any time by a majority vote of the entire council.

D. Any member who is absent from two regular meetings of the Commission within a twelve-month period whether the absence is excused or not, will be deemed to have resigned their office and the City Council may appoint a new member to serve in the resigned commissioner's place for the remainder of the existing term.

(Code 1965, § 15-3; Ord. No. 1438, § 1.A., B., 6-14-11; Ord. No. 1579, § 2, 11-9-21)

2.40.040 - Conduct of meetings.

A. The commission shall meet at 6:00 P.M. on the third Wednesday of the following months: January, February, March, April, May, June, September, October and November.

B. Additional meeting may occur if deemed necessary by the city council or commission chairperson.

C. A majority of the voting members of the commission shall constitute a quorum.

(Code 1965, § 15-4; Ord. No. 1438, § 1.A., 6-14-11)

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AFFIDAVIT OF PUBLICATION

Record Gazette
218 N. Murray St., Banning, CA 92220

Proof of Publication
(2015.5 C.C.P.)

Parks and Rec Vacancy Public Notice 10/11

State of California)
County of Riverside) SS.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1964, Case No. 54737.
That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Oct 11, 2024

Executed on: October 11, 2024

At City of Banning, California

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

Kathy Shepard
Signature

Newspaper page size: Width: 9.75 in., Height: 10.875 in.

PUBLIC NOTICE
CITY OF BANNING
PARKS & RECREATION COMMISSION

The City of Banning is accepting applications to fill **two impending vacancies** on the City of Banning Parks & Recreation Commission. The term of these offices will begin in February 2025 and run through January 31, 2029.

These are volunteer positions on a Commission that meets on the **third Wednesday of each month** at 6:00 P.M. You must be a registered voter in the City of Banning to qualify. All applicants must successfully complete a background investigation with fingerprinting before appointment. The application and qualifications for this position are available on the City's website at http://banning.ca.us/607/Parks-Recreation-Commission.

The deadline to submit your application to the City Clerk's Office is Friday, December 20, 2024 at 5:00 P.M. Submit to the City Clerk's Office, PO Box 998, Banning, CA 92220 or by emailing your signed application to cityclerks@banningca.gov.

/s/Caroline Patton, Deputy City Clerk
City of Banning, California

Dated: October 1, 2024
Publish: October 11, 2024

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Caroline Patton, Administrative City Clerk**
Doug Schulze, City Manager

MEETING DATE: **January 28, 2025**

SUBJECT: **Approval of the Meeting Minutes for the January 14, 2025 City Council Meetings**

RECOMMENDATION:

Approve the minutes of the January 14, 2025 City Council Meetings.

BACKGROUND:

After every meeting, the City Clerk's Office prepares meeting minutes. The City Council reviews and approves these minutes either as presented or with modifications.

JUSTIFICATION:

These minutes have been prepared as Action Minutes in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).

FISCAL IMPACT:

None

ALTERNATIVES:

1. Approve as recommended.
2. Approve with modifications.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2025 01 14_Minutes_Special Meeting - Closed Session.pdf
2. 2025 01 14_Minutes_Special Meeting - Workshop.pdf
3. 2025 01 14_Minutes_Regular Meeting.pdf

The following information comprises the minutes for a special meeting of the City Council, a joint meeting of the Banning City Council and Banning Utility Authority and a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity as the Successor Agency Board.

MINUTES **1/14/2025**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Cynthia Barrington
Mayor Sheri Flynn
Council Member Leroy Miller
Mayor Pro Tem Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Doug Schulze, City Manager
John Pinkney, Interim City Attorney
Caroline Patton, Administrative City Clerk
Lincoln Bogard, Administrative Services Director
Michael Busch, Urban Futures, Inc.

1. CALL TO ORDER

Mayor Flynn called the special meeting to order at 3:03 p.m.

1.1 Roll Call

COUNCIL MEMBER	PRESENT:	ABSENT
Barrington, Cynthia	✕	
Flynn, Sheri	✕	
Miller, Leroy	✕	
Royce, Richard	✕	
Wallace, Colleen	✕	

2. PUBLIC COMMENT – *Agenda Items*

None

3. CLOSED SESSION

John Pinkney, Interim City Attorney, read the closed session citations.

3.1 **CONFERENCE WITH LEGAL COUSEL: EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: City of Banning v. The Acme Financial Group Limited Partnership, et al.
Case No. CVRI2404364

3.2 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code section 54957(b)(1)
Title: City Manager

3.3 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code section 54957(b)(1)
Title: Interim City Attorney

4. ADJOURNMENT

The Special City Council meeting adjourned at 4:33 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

*These minutes have been prepared as **Action Minutes** in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).*

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

The following information comprises the minutes for a special meeting of the City Council, a joint meeting of the Banning City Council and Banning Utility Authority and a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity as the Successor Agency Board.

MINUTES **1/14/2025**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Cynthia Barrington
Mayor Sheri Flynn
Council Member Leroy Miller
Mayor Pro Tem Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Doug Schulze, City Manager
Laurie Sampson, Assistant City Manager
John Pinkney, Interim City Attorney
John Garside, Multimedia Specialist
Ralph Wright, Parks and Recreation Director
Scott Foster, Recreation Manager

1. CALL TO ORDER

Mayor Flynn called the special meeting to order at 4:34 p.m.

1.1 Roll Call

COUNCIL MEMBER	PRESENT:	ABSENT
Barrington, Cynthia	✕	
Flynn, Sheri	✕	
Miller, Leroy	✕	
Royce, Richard	✕	
Wallace, Colleen	✕	

2. PUBLIC COMMENT – *Agenda Items*

None

3. WORKSHOP

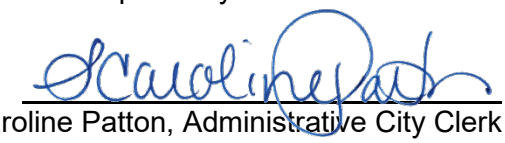
3.1 Status of Parks and Recreation Programming and Update on the Request for Proposals (RFP) for the Development of the Banning Parks and Recreation Master Plan Update

Ralph Wright, Parks and Recreation Director, provided a presentation to City Council.

4. ADJOURNMENT

The Special City Council meeting was adjourned at 4:57 p.m.

Minutes Prepared by:



Caroline Patton, Administrative City Clerk

*These minutes have been prepared as **Action Minutes** in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).*

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

ATTACHMENTS:

Exhibit A – Agenda Item 3.1: Staff Presentation

BANNING CALIFORNIA

ITEM 3.1 - CITY COUNCIL WORKSHOP

Parks and Recreation Programming and Master Plan Update

January 14, 2025 – Ralph Wright, Parks and Recreation Director

BANNING CALIFORNIA

Workshop topic areas

Banning Parks & Recreation

- Parks and Recreation Service Areas
- Issues affecting the Parks and Rec Dept
- Need and Value of P & R Master Plan Update
- Master Plan Update - Timeline

Parks and Recreation Service Areas - Parks

- Department maintains six parks
  - Note: Richard Sanchez
- 3 FT Park's Maintenance Workers – Contract for Lawn Maintenance
- Maintains park amenities – RR, playgrounds, field, courts
- Prepares for events and rentals in parks
- Park Improvement projects



Parks and Recreation Service Areas - Parks

- City Council has significantly increased support for Parks – over 25% growth – Irrigation, Tree Maintenance, contract maintenance
- Funded 4th position in FY 2025 Budget
- Park Tree Inventory- Playground Lifespan & Assessment -
- CDBG project expenditures
- Turf Maintenance improvements
- Park Beautification Program – Adopt A Park



Parks and Recreation Service Areas – Senior Services

- ***PROGRAMS*** –
- Up to 75 daily attendees & 120 different attendees each week
- Over 7,000 daily meals supported by FSA
- Happiness Campaign
- Fill the Cupboard program – Monthly food bags are given to seniors living in Banning
- Morning Greeters Program
- Classes and Programs







Parks and Recreation Service Areas – Senior Services

- ***Resources*** –
- Riverside OOA – Food vouchers, volunteer programs, 211 resource line
- Community Action Partnership(CAP) – Cool and Warm center, Utility Assistance
- Inland Counties Legal Services -
- Partnerships – HICAP, VITA, Smiles for Seniors, Faith and Action, RUHS – behavioral health, community businesses and associations



Parks and Recreation Service Areas - Recreation








- Contract Classes
- Day Camp – Summer and Winter
- Small scale one day events and programs
  - Park pop-ups, Christmas Pajama Party, Lego/Teddy Bear build parties

Parks and Recreation Service Areas - Recreation - Aquatics






- Swim Season Memorial Day – August
- Over 12,000 attendees in open swimming programs
- Over 600 annual swim lesson registrations
- Pool Rentals – Stand Alone & During Open Swim
- Events – Summer Kick-Off, Glow Party, Dive In Movies

Parks and Recreation Service Areas - Recreation - Sports

- Youth Sports Leagues
  - Basketball, Flag Football, Soccer, Smart Start
  - Youth Sports Sponsorship program
- Adult Sports Leagues
  - Adult Basketball
  - 2025 - Church softball, kickball soccer leagues
- Sports events
  - Father/Son Tournament, Free Throw Comp, All-Star Event, 3 on 3 tourney
- Open Gym
  - Bball & Pickleball
- Assisted Youth Sports groups
  - Little league, banning United, FC Gladiators, Pick Six, JAAF, Travel Bball



Parks and Recreation Service Areas - Recreation – Special Events



- Disaster Expo
- Annual Family Fun Run
- 4th of July Celebration
- Hispanic Heritage Celebration
- Halloween Trunk or Treat Event
- Breakfast With Santa and Santa Shoppe
- Christmas at the Ranch
- Assist with Stagecoach Days and playhouse Bowl Concert Series

Parks and Recreation Service Areas – Outdoor Equity Grant

- Grant parameters – Awarded $655,000 funding for 3 ½ years(October 2022)
  - 1 FT programmer, PT staff as needed, no cost to citizens
- Trips throughout Southern California
- Local events and park projects
- Teen Development
  - Youth Council, JR Rec Leader







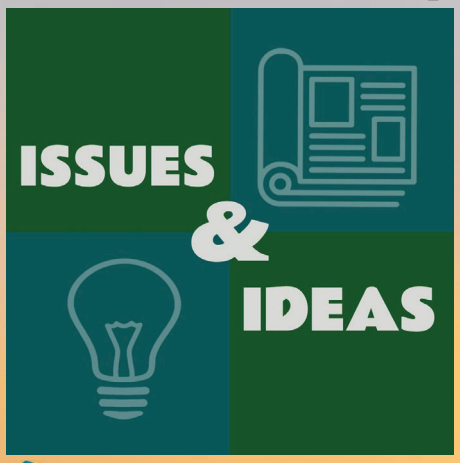



Parks and Recreation Service Areas – Staffing



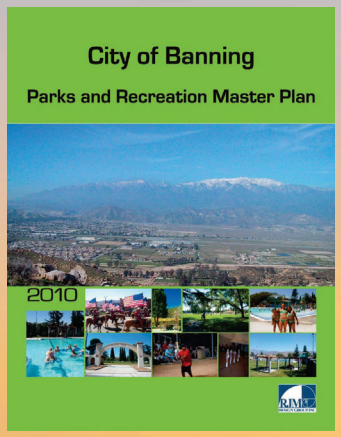
- 6 full time employees (1 Grant Funded)
- 30 to 50+ seasonal employees
- Hundreds of volunteers
  - Senior center
  - Coaches
  - Events

Issues affecting the Parks and Recreation System



- Growth in participation and lack of facilities, parks and field space for existing City and Assisted User programs
- Lack of Asset Management plan
- Lack of Prioritized and developed CIP plan
- Cost and funding plan
  - Maintenance and development
- Park Development, priorities and design guidelines

Need to Update Parks and Recreation Master Plan



- Outdated - Adopted in 2010
- Minimal Long Term Strategic Plan
- Need for updated needs assessment associated with City growth
- Lack of Accurate Cost and Funding plans
- Nexus for funding options
- Create best use of limited resources

Components of Master Plan Update



- Vision and Mission
- Existing facility assessment and capacity analysis
- Needs Assessment through build out or plan timeframe
- Shared goals and strategies to get there
- Cost analysis and funding options/plan

Proposed Master Plan Update Scope

- Public process
  - Community Meetings
  - Citizen Survey
  - Stakeholder Meetings
    - City Council, Commissioners, community groups
- Evaluate current facilities, programs, service areas
- Evaluate demographic trends, benchmarking local and national, affiliated associations – budget, total and per capita, amenities, facilities etc



Proposed Master Plan Update Scope

- Develop Needs assessment – all facilities, programs and services
- Evaluate development and maintenance costs
- Create funding options and recommendations
- Deliverables
  - Park design guidelines, Financial plan, priority ranking for decision making, Strategic actionable goals and Final Master Plan



Estimated Cost and Development Timeline



- Cost – Up to $250,000 – Budgeted in FY 2025 & 2026
- Issue RFP in February – March
- Return to City Council in May 2025 for award
- 14-to-18-month development process
- Final Plan adopted December 2026

Item 3.1 - City Council Workshop
January 14, 2025



Council Action

Receive and File Update

The following information comprises the minutes for a regular meeting of the City Council, a joint meeting of the Banning City Council and Banning Utility Authority and a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity as the Successor Agency Board.

MINUTES **1/14/2025**
CITY COUNCIL **REGULAR MEETING**

COUNCIL MEMBERS PRESENT: Council Member Cynthia Barrington
Mayor Sheri Flynn
Council Member Leroy Miller
Mayor Pro Tem Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Doug Schulze, City Manager
Laurie Sampson, Assistant City Manager
`
John Pinkney, Interim City Attorney
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Lincoln Bogard, Administrative Services Director
Art Vela, Director of Public Works
Ralph Wright, Parks and Recreation Director

1. CALL TO ORDER

Mayor Flynn called the regular meeting to order at 5:10 p.m.

1.1. Invocation – Pastor Todd Oldenburg led the invocation.

1.2. Pledge of Allegiance

1.3. Roll Call

COUNCIL MEMBER	PRESENT:	ABSENT
Barrington, Cynthia	✕	
Flynn, Sheri	✕	
Miller, Leroy	✕	
Royce, Richard	✕	
Wallace, Colleen	✕	

2. AGENDA APPROVAL

2.1. Approve Agenda

Motion to approve the agenda.

Motion by Council Member Wallace
Seconded by Council Member Barrington

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

3. PRESENTATIONS

Mayor Flynn commented.

4. REPORT ON CLOSED SESSION

John Pinkney, Interim City Attorney, reported that for agenda items 3.1 through 3.3 there was discussion and direction provided to staff, with no reportable action.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, CITY COUNCIL COMMITTEE REPORTS, CITY MANAGER REPORT, AND CITY ATTORNEY REPORT

5.1. PUBLIC COMMENTS

The following individuals addressed City Council during Public Comment:

- Max Diego
- Steven Douglas
- Sue Savage
- John Hagen
- Inge Schuler
- Stuart McKenzie
- Diego Rose
- Bill Hobbs
- Edward Espinosa
- Oleg Ivaschuk
- Estell Kunter

5.2. CORRESPONDENCE

Two items of correspondence were received and provided to City Council in advance of the meeting.

5.3. APPOINTMENTS

5.3.1 City Council Committee Assignments for 2025

Public Comments
None

Motion to approve the appointments to City Council Committees for 2025.

Motion by Council Member Barrington
Seconded by Council Member Miller

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

5.4. CITY COUNCIL COMMITTEE REPORTS

Council Member Wallace reported on a Regional Conservation Authority (RCA) meeting and a Riverside County Division meeting. She also reported on a Community Action Partnership (CAP) meeting.

Council Member Miller reported on a California League of Cities (CalCities) District meeting and the Banning Unified School District's Student of the Month breakfast he attended.

Mayor Flynn reported on a Regional Managers Conference in Beaumont. She reported attending the City Council's Special Meetings on December 20, as well as a Western Riverside County Council of Governments (WRCOG) meeting. She highlighted a number of grants awarded to the City through WRCOG's TUMF program. She said she also attended the CalCities Regional Meeting, along with Council Members Miller and Wallace.

5.5. CITY MANAGER REPORT

City Manager Schulze reported on a recent grant award from the Bureau of Reclamation of over $16 million for the city's wastewater treatment recycled water upgrades project.

5.6. CITY ATTORNEY REPORT

Interim City Attorney Pinkney gave a brief report on work he anticipated completing at the city, including an update to the city's Procedural Manual for public meetings.

5.7. CITY TREASURER REPORT

City Treasurer Savage reported on high water bills and stated she was unhappy she was not provided a city cell phone, computer, mailbox, staff, or office. She asked City Council to supply these needs.

6. CONSENT AGENDA

6.1 Approval of the Meeting Minutes for the December 10 and December 20, 2024 City Council Meetings
6.2 Receive and File Police Department Statistics for the Month of November 2024
6.3 Receive and File Fire Protection Services Statistics for the Month of November 2024
6.4 Receive and File Code Enforcement Statistics for the Month of November 2024
6.5 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for November 2024
6.6 City Council Travel and Conference Expense Report Year to Date Through November 30, 2024

6.7 Consideration of Second Reading and Adoption of Ordinance 1607, Amending Chapter 15.76 of the Banning Municipal Code to Update the City's Participation in the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program
6.8 Consideration of Resolution 2025-01, Approving a Memorandum of Understanding (MOU) Between The City of Banning Police Department and The Riverside County Probation Department Post-Release Accountability and Compliance Team (PACT) for FY 2024-2025
6.9 Consider Resolution 2025 -02, Approving the Administrative Services Agreement between Riverside County and the City of Banning related to County Service Area 152, National Pollutant Discharge Elimination System Stormwater (NPDES) Assessment
6.10 Consideration of Resolution 2025-03, Awarding a Professional Services Agreement to CASC Engineering Consulting, Inc. for National Pollutant Discharge Elimination System (NPDES) Inspections and Environmental Compliance Services in the Amount of $40,049
6.11 Consideration of Resolution 2025-04, Approving Amendment No. 2 to the Design-Build Agreement with EFS West for the Compressed Natural Gas Fueling Station for an Additional Amount of $730,398 for a Second Compressor
6.12 Consideration of Resolution 2025 -05, Authorizing the City Manager, or Designee, to Execute a Subrecipient Grant Agreement between the Western Riverside Council of Governments and the City of Banning for Electric Vehicles and Chargers
6.13 Consideration of Approving Amendment No. 2 to the Renewable Natural Gas Supply Agreement with AmpRenew Offtake I, LLC
6.14 Accept an Easement from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map No. 37388-1 Highland Home Road, within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System
6.15 Accept an Easement from Banning 56, LLC for Electric Utility Purposes on Accessor's Tract Map No. 30906 -1 within the Crestwood Communities Development for the Maintenance of the City-Owned Electric Distribution System
6.16 Authorize the City Manager to Sign the Notice of Completion for "Well M12A Groundwater Production Well Drilling, Construction, Development and Testing" and Direct the City Clerk to Record the Notice of Completion
6.17 Consideration of Resolution 2025-08, Amending the Classification & Compensation Plan for the City of Banning

Public Comment
None

Motion to adopt consent agenda items 6.1 to 6.4, 6.6 to 6.10, 6.12 to 6.17.

Motion by Council Member Wallace
Seconded by Council Member Miller

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6.5 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for November 2024

Art Vela, Director of Public Works, answered City Council questions. Lincoln Bogard, Administrative Services Director, also answered questions.

Public Comment
- John Hagen

6.11 Consideration of Resolution 2025-04, Approving Amendment No. 2 to the Design-Build Agreement with EFS West for the Compressed Natural Gas Fueling Station for an Additional Amount of $730,398 for a Second Compressor

Art Vela, Director of Public Works, answered City Council questions.

Public Comment
- Frank Connolly

Motion to adopt Resolution 2025-04.

Motion by Mayor Flynn
Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

7. PUBLIC HEARING(S)

None

8. REPORTS OF OFFICERS

8.1 Consideration of Resolution 2025-06, Approving an Exclusive Negotiating Agreement with Investel Development LLC for City-Owned Real Property Located at 150 E. Ramsey Street, Banning (APNs 541-181-032, 541-181-033, 541-181-034, AND 541-181-035)

Doug Schulze, City Manager, presented the staff report.

Public Comment
- John Hagen
- Stuart McKenzie
- Inge Schuler

- Max Diego
- Edward Espinosa
- Juanita Diaz
- Harry Sullivan
- Jeffrey Platt
- Oleg Ivaschuk

Motion to direct staff to negotiate a non-binding letter of intent with the developer for a period of 6 months.

Motion by Council Member Miller
Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri		✕			
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 4-1.

Mayor Flynn announced a recess at 7:33 p.m. The meeting was reconvened at 7:53 p.m.

8.2 Consideration of Resolution 2025-07, Reprogramming Community Development Block Grant (CDBG) Funds in the Amount of $268,414 from Fiscal Year 2022/2023 - Sylvan Park improvement Project #2 ($107,000) AND FY 2023-24 - Sylvan Park Improvement Project #3 ($161,414) to Lion's Park Project #2 ($257,414) and Sylvan Park Improvement Project # 1 ($11,000)

Ralph Wright, Parks and Recreation Director, presented the staff report.

Public Comment
- Frank Connolly
- Juanita Diaz

Motion to adopt Resolution 2025-07.

Motion by Mayor Pro Tem Royce
Seconded by Council Member Miller

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

8.3 Consideration of City Clerk and City Treasurer Compensation

Doug Schulze, City Manager, presented the staff report.

Public Comment
- Sue Savage
- John Hagen

Motion to raise the salary to $550 per month for the City Clerk and City Treasurer positions, providing a city-issued cell phone and city-issued computer.

Motion by Mayor Flynn
Seconded by Council Member Miller

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

8.4 Opportunity Village Gift Card Policy

Doug Schulze, City Manager, presented the staff report.

Public Comments
- Wanda Lucero
- Kathy Aranda

Motion to direct staff to discontinue the program until the City Council has more information, including receipts.

Motion by Mayor Flynn
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen		✕			

Motion approved by a vote of 4-1.

8.5 Consideration of Zoom Video Conferencing Accessibility for City Council Meetings

Doug Schulze, City Manager, presented the staff report.

Public Comment
- Frank Connolly
- Lynnea Hagen

Motion to direct staff to provide a video conferencing method for future meetings and bring back a proposed policy for said video conferencing.

Motion by Council Member Barrington
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

Motion to continue the meeting past 10:00 p.m. for a period of one hour.

Motion by Mayor Flynn
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

9. DISCUSSION ITEM(S)

9.1. City Litigation Update

Doug Schulze, City Manager, presented the staff report.

Public Comment
- Frank Connolly

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

None

11. ITEMS FOR FUTURE AGENDAS

11.1. New Items:
1. Changes to the Banning Procedural Manual (Royce)
2. Report on Fire Hydrants (Flynn)
3. Tree Trimming at Repplier Park and near Sun Lakes (Flynn)

11.2. Pending Items:

1. Update on Community Garden (Flynn)
2. Zencity Contract (Flynn)
3. Developer Presentation on Sunset Crossroads Project (Flynn)
4. ~~All Active Lawsuits against the City (Flynn)~~
5. ~~Increased Compensation for City Treasurer and City Clerk (Flynn)~~
6. Ongoing Billing Errors – Electric and Water (Flynn)
7. Contracting Animal Services (Flynn)
8. Code Enforcement Department Citations Process (Miller)
9. ~~Zoom Options for Public Meetings (Royce)~~
10. Existing Public Benefits Fund Accounting (Royce)
11. Emergency Preparedness (Barrington)

12. ADJOURNMENT

Motion to adjourn.

Motion by Mayor Flynn
Seconded by Council Member Miller

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy		✕			
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 4-1

The meeting was adjourned at 10:21 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

*These minutes have been prepared as **Action Minutes** in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).*

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

ATTACHMENTS:

Exhibit A – Public Comment Received

Exhibit A

January 9, 2025



City Clerk of Banning, CA
City Council Member Leroy Miller
City Council Member Sheri Flynn
City Council Member Cindy Barrington
City Council Member Richard Royce
City Council Member Colleen Wallace
Banning Utility Department Supervisor

Banning City Hall
99 E. Ramsey Street
Banning, CA 92220

To all persons listed above:

I am a 14-year-resident of Banning and am absolutely troubled about the situation with the City's Utility Billing. As a citizen, this is unacceptable practice for a City of this size. I think there has to be a complete investigation. This seems to me it should be a serious and primary concern of the City's leadership.

I have not had a correct bill from your City since April 2024. I did not receive bills, then when I did, they didn't include water. I have been in contact several times with your Utility Billing Supervisor, Lily, since she took over from the previous employee. I have visited her twice in person and several times on the telephone.

Lily has been very communicative and accommodating, but she has been unable to provide a current billing or billing for the past two months. I have requested a complete detailed billing of my account since last April, and she is unable to provide that after accepting my request and trying to provide it.

I have been trying to blindly pay ahead, so that I am not extremely behind, but it is not acceptable to continue to trust the numbers and figures I am **not** getting on my billing. **I want a complete detailed billing and accounting of what and why you are charging me** so that I can plan payments and not be dealing with this seemingly **unbelievable backwoods utility billing .**

Sincerely,

Carol Shearman

Carol Shearman
2820 Rainbow Lane
Banning, CA 92220
951.849.0219

From: Charlie Friese <charlie.friese@gmail.com>
Sent: Tuesday, January 14, 2025 11:22 AM
To: Caroline Patton
Subject: 01-14-25 . . . Please Read The Following Into The Record at tonight's council meeting - Thank You - Charles Friese, Banning Residental since 2000 . . .

01-14-2025
City Council / City Manager - D. Schulze, and others tonight.

I do not attend meetings because of my hearing problem - and - that most meetings last too long because, well - just because . . .

I am writing because of the filth in our city which has been exacerbated by the homelessness in and around the Pass Area, especially Banning.

Some time ago a "ruling of sorts" was passed by the City Council which I believe stated that Banning's Police can detain and remove the "people and their belongings" left unattended or just discarded. Why can't our public works folks go around with a city pickup and "collect for removal" the items that continually get left behind by transients and/or homeless persons?

I could get into why CalTrans treats the entire PASS AREA As Though We Are Like Stepchildren, but enough for now.

Thank You - Charles (charlie) Friese - 2033 Riviera AVE, BANNING, CA 92220 Sent from my iPad

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager** **Vincent Avila, Chief of Police**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Receive and File Police Department Statistics for the Month of December 2024**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The Banning Police Department provides statistics to the public and City Council upon request.

JUSTIFICATION:

Statistics tell a city how many police officers need to be on the street, what crimes are being committed, and reveal increases and decreases in specific crimes. Also, cities get funding in part on their crime rates. If a federal crime bill passed, the Government needs to know which cities could benefit the most from those funds, and some cities have been rewarded financially for drastically lowering rates of crime.

FISCAL IMPACT:

None

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current police activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. STATS-DECEMBER 2024.pdf

BANNING POLICE DEPARTMENT
DECEMBER, 2024

CRIME	Dec-24	Dec-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	5	2	150%
Rape	0	3	-100%	12	20	-40%
Robbery	0	5	-100%	19	30	-37%
Assaults Agg/Simp	18	12	50%	343	432	-21%
Burglary	1	20	-95%	141	268	-47%
Vehicle Theft	5	14	-64%	126	252	-50%
Larceny	13	24	-46%	326	507	-36%
OTHER						
Narcotics	5	18	-72%	116	143	-19%
DUI	2	4	-50%	27	22	23%
T/C Non-Injury	22	27	-19%	193	186	4%
T/C Injury	5	6	-17%	42	60	-30%
T/C Fatal	0	1	-100%	0	1	-100%
Citations	133	87	53%	1242	926	34%
Total Incidents	3023	2903	4%	33386	35530	-6%

Group A Offense Report

Beginning Date: 12/01/2024 **Ending Date: 12/31/2024**

Agency: BANNING PD

Offense	Reported in 2024	Reported in 2023	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	0	1	-100.00%	0	0.00%	0.00%	0.00
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	1	0	NA	0	0.00%	3.85%	3.13
Fondling	4	0	NA	0	0.00%	15.38%	12.50
Aggravated Assault	11	11	0.00%	4	36.36%	42.31%	34.38
Simple Assault	7	8	-12.50%	4	57.14%	26.92%	21.88
Intimidation	0	0	NA	0	0.00%	0.00%	0.00
Kidnapping/Abduction	3	0	NA	0	0.00%	11.54%	9.38
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	**26**	**20**	**30%**	**8**	**30.77%**	**38.81%**	**81.25**
Robbery	0	1	-100.00%	0	0.00%	0.00%	0.00
Burglary/Breaking & Entering	1	5	-80.00%	1	100.00%	3.33%	3.13
Larceny/Theft Offenses	13	19	-31.58%	4	30.77%	43.33%	40.63
Motor Vehicle Theft	5	8	-37.50%	0	0.00%	16.67%	15.63
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	6	10	-40.00%	1	16.67%	20.00%	18.75
Counterfeiting/Forgery	0	0	NA	0	0.00%	0.00%	0.00
Fraud Offense	2	2	0.00%	0	0.00%	6.67%	6.25
Embezzlement	0	0	NA	0	0.00%	0.00%	0.00
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	0.00
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	3	2	50.00%	2	66.67%	10.00%	9.38
Crimes Against Property Total	**30**	**47**	**-36.17%**	**8**	**26.67%**	**44.78%**	**93.75**
Drug/Narcotic Violations	6	2	200.00%	6	100.00%	54.55%	18.75
Drug Equipment Violations	2	3	-33.33%	2	100.00%	18.18%	6.25
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	3	3	0.00%	0	0.00%	27.27%	9.38
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	**11**	**8**	**37.5%**	**8**	**72.73%**	**16.42%**	**34.38**
Total Group "A" Offenses	**67**	**75**	**-10.67%**	**24**	**35.82%**	**100%**	**209.38**

Note: *The Rate per 100,000 will be 'NA' when the Adjusted Population Base is Zero.*

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Laurie Sampson, Assistant City Manager**
Todd Hopkins, CALFIRE Division Chief

MEETING DATE: **January 28, 2025**

SUBJECT: **Receive and File Fire Protection Services Statistics for the Month of December 2024**

RECOMMENDATION:

Receive and file.

BACKGROUND:

City Council has requested CALFIRE's Riverside County Division, which provides fire protection services in the City of Banning, provide specific reports to the public and City Council on a monthly basis.

JUSTIFICATION:

Many fire and EMS departments store and analyze statistical data, which can provide a detailed analysis of the types of responses their organization is called to assist. This information is critical to elevating the level of service provided by the fire department.

FISCAL IMPACT:

None

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current fire and paramedic activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Fire Statisitcs_December 2024.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Bill Weiser

Fire Chief

12/1/2024 to 12/31/2024

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
Com Fire	1
False Alarm	23
Haz Mat	1
Medical	409
Other Fire	14
Public Service Assist	23
Ringing Alarm	5
Standby	2
Traffic Collision	25
Vehicle Fire	4
Wildland Fire	6
Incident Total	**513**

Average Enroute to On-Scene Time

***Units Responding Charlie, Delta, Bravo, Echo, Code 3**

<5 Minutes: 261

+5 Minutes: 102

+10 Minutes: 7

+20 Minutes: 0

Average Min: 4.50

% 0 to 5 Min: 70.54

Enroute Time: Unit has been acknowledged as responding.
On-Scene Time: Unit has been acknowledged as being On-Scene.

Transport

***Based on Units with a Transport time**

	0
Total:	**0**

Mutual Aid

***Unit responses**

Jurisdiction Units Responses

Engine	387
Total:	**387**

Mutual Aid Given

Engine	229
Total:	**229**

Mutual Aid Received

	25
Brush	18
Chief	12
Crew	4
Dozer	2
Engine	223
Patrol	9
PIO	1
Squad	45
Truck/Quint	5
Water Tender	1
Total:	**345**

Truck Report

MRFT1 recorded 5 responses in City of Banning from 12/1/2024 1:40:10 PM to 12/31/2024 1:40:10 PM

Significant Incidents

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Kristine Gutierrez, Community Development Operations Manager**
David Newell, Community Development Director

MEETING DATE: **January 28, 2025**

SUBJECT: **Code Enforcement Update and Statistics for the Month of December 2024**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The City's Code Enforcement Division ("Code") is responsible for enforcement of the City's Municipal Code. The Code Enforcement Division staff managed 1,773 investigated cases during 2024. In addition to the typical code enforcement duties and responsibilities (e.g., unsafe buildings, unpermitted land use, no business license, construction without permit, and unregistered food vendors), Code Enforcement is also responsible for compliance with weed abatement. This Program includes patrol, investigation, noticing, enforcement, and remediation of over 650 vacant lots. Below is a summary of cases during the month of December and a tabulation of case data throughout 2024.

Code Enforcement Statistics for December 2024

	MONTH	YTD
Cases Investigated	68	1,680
Cases Closed	53	1,251
All Open Cases	15	429
Citations Paid	$640.00	$119,622.23
Weed Abatement	$5,475.90	$17,127.18
Notices to Abate	13	223
Red Tagged Properties	3	22
Apply or Release Lien/Pendency	2	31
HDL Inquiries	2	54
Public Records Request	3	100

JUSTIFICATION:

Monthly activity reports are provided for informational purposes.

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

Direct staff to provide additional information on the case data.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Public Works Capital Improvement Project Tracking List**

RECOMMENDATION:

Receive and file.

BACKGROUND:

There are several planning, environmental, design and construction contracts that have been approved by City Council and/or the City Manager's office that are being managed by the Public Works Department. In an effort to keep the City Council and the public informed of the progress made and current status of each project, staff has prepared and will continue to update the attached Public Works CIP Tracking List. The list will be presented to City Council on a monthly basis.

JUSTIFICATION:

This recurring item is provided to keep City Council and the public apprised of progress on certain projects.

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

Not applicable.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. CIP Tracking January 2025 v2.pdf

PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) TRACKING SHEET

Category	Project #	Project Name	Phase	% Completed	Tasks Completed	Current Tasks	Future Tasks	Tentative Completion Date	Project Budget
Streets	2023-17	Hargrave Grade Separation	PA&ED	0%	FAR Grant Agreement; Evaluated RFPs proposals.	Recommendation of Award of Contract	Contract execution; project kickoff, grant reporting.	12/30/27	$ 8,300,000
Streets	-	Highland Springs Avenue Interchange	PA&ED	35%	Highway Safety Manaul segmentation existing condition; aerial topo mapping; traffic volume report; Environmental Purpose/Need Statement; Air/Noise memos; VMT Methodology Memo; DDI Exclusion Memo; ROW Data Sheets;	Geometric development; utility agency data collection; Traffic Operations Analysis Report; Enviro. Technical Reports; HSM Analysis Memo; Geotech Reports; Prelim Drainage Reports;	Design Standard Risk Assessment; Value Analysis Report; Geometric Approval Document; R/W Data Sheets; Transp. Management Plan	8/1/25	$ 2,900,000
Streets	2020-04	Sun Lakes Blvd Extension	CEQA, PS&E	90%	Council has approved a redesign in order to comply with Kinder Morgan's requirements.	Webb to submit signed 100% Plans. Finalize Easement Documents and Environmental Permitting	Prepare Bid Documents	12/1/26	$ 1,248,026
Streets	-	Traffic Signalization of 8th Street/I-10 Interchange	Design/Permits	90%	Design well underway. Submittal of encroachment permit application to Caltrans. Caltrans approval on TOAR and concepts.	Design drawings have been resubmitted to Caltrans and awaiting a response. Negotiations with private owners for ROW acquisition.	Resubmitted to Caltrans if needed. Caltrans encroachment permit issuance. Property acquisition (private party task)	12/1/25	$ 1,081,000
Streets	2022-05	HSIP Cycle 10 Omar/Ramsey Intersection Improvements	Construction	0%	Project Approved for Funding by the State. Proposal solicitation. Contract award.	Caltrans Construction Allocation Funds Released. Preparing Bid Documents	Advertize Bid to Public	7/30/25	$ 59,698
Streets	2023-04	HSIP Cycle 10 Ramsey Street Pedestrian Safety Improvements	Construction	0%	Project Approved for Funding by the State. Project Awarded.	Caltrans Construction Allocation Funds Released. Preparing Bid Documents	Advertize Bid to Public	7/30/25	$ 64,780
Streets	2023-09	HSIP Upgrade 17 Traffic Signals Hardware	PS&E	5%	Project approved for funding by Caltrans	30% Plans approved by City. STC Traffic Working on 60% Plans and Caltrans Approval	60% Plans Submittal	12/1/25	$ 433,900
Streets	2023-10	HSIP Pedestrian Crossings Upgrades at 19 Intersection	PS&E	2%	Project approved for funding by Caltrans	Preparing RFP Documents for Design Services	Send to purchasing for advertizing	12/1/25	$ 585,000
Streets	2023-11	HSIP Wilson St & 12 St Intersection Upgrade	PS&E	2%	Project approved for funding by Caltrans	Preparing RFP Documents for Design Services	Send to purchasing for advertizing	12/1/25	$ 277,000
Streets	2023-05	San Gorgonio/UPRR Pedestrian Crossing	Design	60%	Amendment 2 CC Approval. 65% Plans complete	90% Plans Sent to UPRR, Caltrans and CUPC for Review and Comments	Submittal of 100% Plans	12/1/25	$ 230,000
Facility	2021-06	CNG Station	Design-Build	40%	Reviewed/approved 100% drawings; Ordered/received major equipment; Pre-Consruction meeting held.	Mobilization coordination.	Commencement of construction	10/1/25	$ 4,888,261
Facility		City Hall Roof Repairs - Phase 1	Construction	100%	Inspection and repair of tiled roof area	Completed	Retention Release	1/31/25	$ 90,000
Facility		City Hall Roof Repairs - Phase 2	Design/Bid	10%	Scope identification - Roof/leak repairs on flat roof section over remainder of City Hall	Preparation of RFP	Award, Construction	6/30/25	$ 275,000
Facility	2024-02	City Hall West Side Workspace Reconfiguration	Construction	0%	Reconfiguration of open area cubicles and closed lobby area with additional workstations, new cubicles, carpet, paint	Pre-construction scheduling. Preparation for construction.	Construction	2/28/25	$ 300,000
Water	2018-02W-2	New Domestic Water Well C8 (Phase 2: Well Equipping and Site Development)	Bidding	95%	Completed final bid documents	Currently out for bid	Bids due 1/30/2025, Award Construction Contract at the 2/25/2025 CC Meeting	2/25/25	$ 859,683
Wastewater	2022-01WW	Wastewater Treatment Plant and Recycled Water Improvments	Planning/Design/Bid	99%	RFP Scope of Work Finalized; Design Critiria and Prel. Design Completed. RFP has been made available.	Phase I (Design) Agreement is being reviewed, and to be finalized.	Finalize the Phase I agreement, and Council consideration for approval on 2/11/2025.	2/11/25	$ 1,576,432
Wastewater	2020-08WW	WWTP Equalization Basin	Design/CEQA	90%	Completed 60% drawings, 90% drawings are in reviewed.	Development of 100% drawings; working with EPA on grant funding.	Submitall of 100% drawings	2/1/25	$ 362,866
Water	2023-15	Ramsey Street Water Line	Design	100%	Contract awarded and kick off meeting held.	Construction Started on 1/13/25	Punchlist Items	11/1/24	$ 250,000
Water	2023-15	Ramsey Street Water Line	Construction	5%	Notice to proceed issued; pre-construction meeting held	Potholing	Trenching, water main installation.	10/1/25	$ 1,199,106
Water	2022-07W	Well M12A (Phase 2: Well Equipping an Site Development)	Bidding	90%	Completed final bid documents	Currently out for bid	Bids due 1/27/2025, Award Construction Contract at the 2/11/2025 CC Meeting	2/11/25	$ 2,254,005
Recycled Water	2024-1RW	Charles Street and Lincoln Street Booster Station and Reservoirs	Construction	0%	Project has been advertised for bids	Pre-Construction Scheduled for 1/27/25	Begin Construction Activities	2/1/26	$ 10,160,200
Facility	2023-16	Opportunity Village Sound Wall	Design	60%	Project kicked off.	100% Plans Approved by City. Waiting on Caltrans Approval and Encroachment Permit	Final Plans	3/31/25	$ 103,486
Facility	2023-06	Lions Park Non-Potable Water Conversion	Design	100%	Project Awarded. Kick Off Meeting. Surveying and utility research	100% Plans Approved by City.	Prepare Bid Package to go out in July after Completion of Little League Season	12/1/25	$ 98,500
Electric		Sun Lakes Blvd Extension	Design	60%	Full underground conversion design and const estimate completed. Further direction given to reduce cost of project	Completing redesign of project to reduce the amount of overhead to underground conversion	Prepare bid package to include with larger Public Works project	12/1/26	$ 55,400
Electric		Robertson's Ready Mix Pole Relocation	Construction	0%	Line Extension Agreement approved by City Council. Additional comments provided by Robertson's Ready Mix	Update and execute ageemtment, and collect deposits from Robertson's to begin ordering materials for construction	Order materials for contruction and schedule installation	6/30/25	$ 425,000
Electric		12kV Reconductor on Barbour St at Hathaway	Design	90%	Design has been completed for the project	Plan in review with amangement	Include project in budget cycel for 2025/26; Order materials for contruction and schedule installation	12/30/25	$ 100,000

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for December 2024**

RECOMMENDATION:

Receive and file.

BACKGROUND:

Per Purchasing Policy B-30, 3-105(5), written notification by the Purchasing Officer of all City Manager approved contracts will be provided quarterly to the City Council for review, and 16-107(3), The City Manager, or his designated representative, shall make a monthly written report to the City Council as to all Change Orders approved by the City Manager during the month, and of all possible future Change Orders that may appear probable prior to the next monthly report. At a minimum, the City Manager shall provide the Council with the name and nature of the contract, all Change Orders approved during that month, the reason for the Change Orders, the cumulative amount of the Change Orders for that contract, and any additional information the Council requests.

JUSTIFICATION:

While the policy requires contracts signed under the City Manager's signature authority be submitted to City Council on a quarterly basis, it is staff's intent to submit these reports on a monthly basis to provide continuity with other monthly reports submitted to Council.

FISCAL IMPACT:

None

ALTERNATIVES:

While the policy requires contracts signed under the City Manager's signature authority be submitted to City Council on a quarterly basis, it is staff's intent to submit these reports on a monthly basis to provide continuity with other monthly reports submitted to Council.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. CM Authorized_Inventory December 2024.pdf

Contracts Approved Within City Manager Signature Authority

FOR MONTH OF DECEMBER 2024					
City Manager Approval Date	**Vendor Name**	**Description of Item/Service**	**Contact Award Total**	**Department/ Division**	**Comments**
12/2/2024	Quadient Leasing USA	City Hall Postage Machine	7,775.54	CM - City Manager	
12/3/2024	Bell Roof Co	City Council Chamber Roof Repair	90,545.00	PW - Building/Facilities	CUPCCAA
12/3/2024	Efficiency Services Group	Energy Efficiency Programs	5,000.00	PW - Electric (Public Benefits)	SB1037 Reporting
12/4/2024	Engineering Resources of Southern California, Inc.	Prepare Legal Documents for Ivy Substation Parcel Division	4,700.00	PW - Engineering	
12/5/2024	ABS Facility Services	City Hall West Side Reconfiguration	27,019.00	PW - Building/Facilities	CUPCCAA
12/9/2024	Canon Financial Services, Inc.	Plotter Lease	7,655.04	PW - Electric	
12/12/2024	Air Exchange, Inc.	Fire Station 89 Plymovent Exhaust Extraction System	37,482.84	PW - Building/Facilities	CUPCCAA
12/16/2024	Coastal Boiler Works	Repair Defector Blower	18,110.69	PW - Water	CUPCCAA
12/28/2024	American Construction Company, LLC	City Hall West Side Reconfiguration	55,549.80	PW - Building/Facilities	CUPCCAA

Change Orders Approved Within City Manager Signature Authority					
FOR MONTH OF DECEMBER 2024					
Date	**Vendor Name**	**Description of Item/Service**	**Contact Award Total**	**Change Order**	**Comments**
12/12/2024	Albert A. Webb Associates	A#2 WWTP EQ Basin Design	145,300.00	-	Time Extension Only
12/12/2024	Integrity Landscape & Ecoscap	A#2 Weed Abatement - Increase not to exceed ar	155,000.00	30,000.00	Increase Not to Exceed Amount
12/16/2024	West & Associates	A#1 Water Supply Assessment for Atwell Phase 2	4,950.00	-	Time Extension Only
12/19/2024	Mariposa Landscape, Inc.	A#2 Weed Abatement - Decrease not to exceed a	95,000.00	(30,000.00)	Decrease Not to Exceed Amount
12/28/2024	AED Energy Services LLC	A#5 Phase 1 ENG Services CNG Station	110,625.00	-	Time Extension Only

INVENTORY PURCHASES OVER $25K					
FOR MONTH OF DECEMBER 2024					
Date	**Vendor Name**	**Description of Item/Service**	**Amount**	**Department**	**Comments**
12/17/2024	OneSource Distributors	Low Brake Elbox, Fuse Unit	35,698.65	PW - Electric	
12/19/2024	OneSource Distributors	SC Padmounted Switchgear, Cable	664,096.22	PW - Electric	

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**City Council Travel and Conference Expense Report Year to Date Through December 2024**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The City Council attends many events, conferences, and training sessions while serving the City of Banning. The rules for these events and expenses are enforced by the Reimbursement Policy for Elected and Appointed Officials as well as by Policy E-3 Travel and Meeting Policy.

JUSTIFICATION:

As part of the Reimbursements Policy for Elected and Appointed Officials each official must briefly report on outside meetings, and all City reimbursement expenditures are subject to disclosure under the Public Records Act and other applicable laws. This monthly report will enable the City to comply with this requirement.

FISCAL IMPACT:

All expenditures under this category are from account 001-1000-411.23-05. As of December 31, 2024, the total charged to this account is $8,123.35.

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current council activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. City Council Travel through December 31, 2024.pdf

CITY COUNCIL TRAVEL AND CONFERENCE BUDGET FY2024-2025

ACCOUNT 001-1000-411.23-05

AS OF DECEMBER 31, 2024

BUDGET		$	31,500.00
WALLACE		$	3,777.99
SANCHEZ		$	1,012.49
FLYNN		$	1,982.87
BARRINGTON		$	-
MILLER		$	675.00
ROYCE		$	675.00
	TOTAL	$	8,123.35
BALANCE AVAILABLE		$	23,376.65

TRAVEL AND CONFERENCE FY 2024-2025

SANCHEZ C00016

Date	Event	Amount
8/6/2024	State of the 5th District	$ 100.00
9/19/2024	Beaumont State of the City	$ 75.00
10/16/2024	League of California Cities Annual Meeting/Meals	$ 115.25
10/16/2024	League of California Cities Annual Meeting/Mileage	$ 116.83
10/18/2024	League of California Cities/Hotel Westin	$ 605.41
	Total Expenses	$ 1,012.49

TRAVEL AND CONFERENCE FY 2024-2025

WALLACE C00013

Date	Event	Amount
7/12/2024	Banning Sunrise Breakfast	$ 25.00
7/23/2024	Chad Bianco Luncheon	$ 85.00
7/31/2024	July 2024 Mileage	$ 54.61
8/1/2024	Riverside County Women's Leadership Conference	$ 100.00
8/22/2024	Calimesa State of the City	$ 75.00
8/31/2024	August 2024 Mileage	$ 102.51
9/19/2024	Beaumont Stateof the City	$ 75.00
9/24/2024	San Jacinto State of the City	$ 71.21
9/30/2024	September 2024 Mileage	$ 41.47
10/8/2024	Regional City Managers Presentation	$ 25.00
10/16/2024	League of California Cities Annual Meeting/Meals	$ 115.25
10/16/2024	League of California Cities Annual Meeting/Mileage	$ 116.83
10/18/2024	League ofCalifornia Cities Annual Meeting Hotel/Westin	$ 605.41
10/22/2024	League ofCalifornia Cities Annual Meeting Hotel/Westin	$ 26.01
10/24/2024	League ofCalifornia Cities Annual Meeting Hotel/Riv Division	$ 60.00
10/25/2024	Hemet State of the City	$ 75.00
10/31/2024	October 2024 Mileage	$ 93.47
11/8/2024	Pass Eda Presentation	$ 25.00
11/11/2024	Cal Cities Mayor and Council Traiing/Registration	$ 675.00
11/5/2024	Cal Cities Mayor and Council Training/Hotel	$ 631.86
11/30/2024	November Mileage	$ 126.16
12/4/2024	League of Claifornia Cities Leadership Meeting/Meals	$ 135.25
12/4/2024	League of Claifornia Cities Leadership Meeting/Travel	$ 120.31
12/30/2024	December Mileage	$ 55.81
12/31/2024	League of Claifornia Cities Leadership Meeting/Vehicle Rental	$ 261.83
	Total Expenses	$ 3,777.99

TRAVEL AND CONFERENCE FY 2024-2025

FLYNN C00020

Date	Event	Amount
7/8/2024	Cal Cities Riverside Division Meeting	$ 60.00
7/23/2024	Chad Bianco Luncheon	$ 85.00
7/23/2024	State of the 5th District	$ 100.00
7/31/2024	Cal Cities Riverside Division Meeting/Mileage	$ 14.67
8/22/2024	Calimesa State of the City	$ 75.00
9/24/2024	San Jacinto State of the City	$ 71.21
10/16/2024	League of California Cities Annual Meeting/ Meals	$ 115.25
10/16/2024	League of California Cities Annual Meeting/Travel	$ 131.33
10/18/2024	League of California Cities Annual Meeting/Westin	$ 555.41
10/18/2024	League of California Cities Annual Meeting/Westin	$ 50.00
11/8/2024	Pass EDA Regional City Manager Presentation	$ 25.00
11/8/2024	League of California Cities/Webinar	$ 25.00
11/11/2024	League of California Cities Mayor and Council Training/Registration	$ 675.00
	Total Expenses	$ 1,982.87

TRAVEL AND CONFERENCE FY 2024-2025

BARRINGTON C00021

Date	Event	Amount
	Total Expenses	$ -

TRAVEL AND CONFERENCE FY 2024-2025

MILLER C00022

Date	Event	Amount
11/11/2024	League of California Cities Mayor and Council Training/Registration	$ 675.00
	Total Expenses	$ 675.00

TRAVEL AND CONFERENCE FY 2024-2025

ROYCE C00023

Date	Event	Amount
11/11/2024	Leeague of California Cities Mayor and Council Member	$ 675.00
	Total Expenses	$ 675.00

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Perry Gerdes, Water/Wastewater Superintendent** **Art Vela, Director of Public Works**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Consideration of Resolution 2025-01 UA, Approving an Agreement with G&G Environmental Compliance, of Riverside, California for Industrial Waste Program Management and Fats, Oils, and Grease (FOG) Inspections and Environmental Compliance Services in the Amount of $62,800 Annually and an Option to Extend Four Additional Years with a Not-to-Exceed $314,000**

RECOMMENDATION:

Adopt Resolution 2025-01 UA.

BACKGROUND:

The City of Banning owns and operates its own sewer collection system. In order to reduce the occurrence of sanitary sewer overflows (SSOs), regular inspections are conducted at all food service facilities under the Fats, Oils, and Grease (FOG) Control Program. Large commercial, industrial, and institutional users are also inspected regularly to verify compliance with discharge limits and pretreatment requirements. These inspections require specialized training and knowledge and are best outsourced to consultants that provide these services on an as-needed basis for smaller municipalities such as the City of Banning.

G&G Environmental Compliance, Inc. (G&G) has been performing these services for the City for the past several years and has a very good understanding of the City's programs and industrial users. In the past, the City had been maintaining it's industrial pretreatment program and FOG inspections with minimal administration and recently have noticed an upsurge in FOG within the wastewater collection system. In order to avoid issues in the City's collection system, more inspections and administration are needed.

With strict discharge limits being enforced at the Wastewater Treatment Plant, it is important to monitor the point sources of various constituents such as Nitrogen and Total Dissolved Solids (TDS) so they can be removed to the extent possible before entering the sewer collection system. Assistance in developing new monitoring requirements and guidelines in response to ever-evolving regulations will also be provided by the consultant.

In coordination with the City's Purchasing Department, staff solicited a Request for Proposals for "Industrial Waste Program Management with FOG Inspection and Environmental Compliance Services". As a result the City received one proposal.

JUSTIFICATION:

The Professional Services Agreement with G&G will allow the City to continue its FOG inspections along

with administrative support for additional pre-treatment activities in order to maintain a reliable collection system and compliance with the City's Waste Discharge Requirements (WDR) at the wastewater treatment plant.

FISCAL IMPACT:

The current adopted budget for Fiscal Year 2024/2025 includes a budgeted amount of $63,000 in Account No. 680-8000-454.23-40. Future budgets will include the required funding to support G&G's annual services.

ALTERNATIVES:

Do not adopt Resolution 2025-01 UA and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-01 UA, GG Compliance.docx
2. C01106 - G&G PSA for IndWaste and FOG Prog Mgmt.pdf
3. Cover_letter_and_Fee_Schedule_PTP_2024.pdf

RESOLUTION 2025-01 UA

A RESOLUTION OF THE UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AGREEMENT WITH G&G ENVIROMENTAL COMPLIANCE INC. OF RIVERSIDE, CALIFORNIA FOR INDUSTRIAL WASTE PROGRAM MANAGEMENT, FATS, OIL, AND GREASE (FOG) INSPECTIONS, AND ENVIROMENTAL COMPLIANCE SERVICES IN THE AMOUNT OF $62,800 ANNUALLY AND AN OPTION TO EXTEND FOR FOUR ADDITIONAL YEARS WITH A NOT-TO-EXCEED AMOUNT OF $314,000

WHEREAS, the City of Banning owns and operates its own sewer collection system; and

WHEREAS, discharges for the water system are regulated under the National Pollutant Discharge Elimination System (NPDES) and regular inspections are required to verify compliance; and

WHEREAS, discharges for the sewer system are regulated at the waste water treatment plant in compliance with the City's Waste Discharge Requirements (WDR), most recently updated in June 2016 by the Regional Water Quality Control Board; and

WHEREAS, ensuring compliance with discharge limits at the wastewater treatment plant requires regular inspections of point discharges into the sewer collection system; and

WHEREAS, in order to reduce the occurrence of sanitary sewer overflows (SSOs), regular inspection are conducted at food service facilities under the Fats, Oils and Grease (FOG) Control Program; and

WHEREAS, specialized training and knowledge is needed to conduct the required inspections and therefore City staff advertised an Request for Proposals (RFP) to procure the required services; and

WHEREAS, G&G Environmental Compliance, Inc. submitted a proposal as a response to the RFP and has the experience and qualifications to provide the services required by the City.

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

SECTION 1. The Banning Utility Authority hereby approves the agreement with G&G Environmental Compliance, Inc. for Industrial Waste Program Management with FOG Inspection and Environmental Compliance Services in the amount of $62,800 per year for an agreement not to exceed five years or a total contract amount of $314,000.

SECTION 2. The Banning Utility Authority authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to the Professional Services Agreement for Industrial Waste Program Management with FOG Inspection and Environmental Compliance Services.

SECTION 3. The Banning Utility Authority authorizes the City Manager to make necessary non-substantive changes and to execute the Professional Services Agreement with G&G Environmental Compliance, Inc., including term extensions not to exceed a total of five years.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 28th day of January, 2025.

Sheri Flynn, Chairperson
Banning Utility Authority

ATTEST:

Caroline Patton, Secretary
Banning Utility Authority

APPROVED AS TO FORM:

John Pinkney, Authority Counsel

CERTIFICATION:

I, Caroline Patton, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2025-01 UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 28th day of January, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Utility Authority

EXHIBIT A
Professional Services Agreement G&G Environmental Compliance, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES (C01106) FOR INDUSTRIAL WASTE PRETREATMENT AND FOG CONTROL PROGRAM MANAGEMENT BY AND BETWEEN CITY OF BANNING AND G&G ENVIRONMENTAL COMPLIANCE, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and G&G Environmental Compliance, Inc., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by issuance of a request for proposals (RFP #24-083) for the performance of the services for the Industrial Waste Pretreatment and FOG Control Program Management and as further defined and described particularly in Article 1 of this Agreement.

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

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

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit

for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

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

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Gary Ethridge	President/Owner

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

1.15 Debarment or Suspension.

Consultant represents and warrants that, as of the Effective Date of this Agreement, Consultant is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Consultant shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Consultant and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the debarment of contractors. If Consultant or any subcontractor becomes debarred or suspended during the Term of this Agreement, Consultant shall immediately notify City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Sixty-Two Thousand Eight Hundred Dollars ($62,800.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to

unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through January 31, 2026 with the option to renew for four (4) one-year terms, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising

from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

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

5.3 Ownership of Documents.

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

sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

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

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the

provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

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

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other

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

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

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

7.2 Conflict of Interest.

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

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

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

7.4 Unauthorized Aliens.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Perry Gerdes Water/Wastewater Superintendent City of Banning 99 East Ramsey Street Banning, California 92220 Email: pgerdes@banningca.gov
If to Consultant:	Attn: Gary Ethridge President/Owner G&G Environmental Compliance, Inc. 5053 La Mart Drive, Suite 23 Riverside, CA 92507 Email: ge@ggcorp.net

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

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

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver

this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING		CONSULTANT	
Douglas Schulze, City Manager	Date	NAME: TITLE:	Date
		NAME: TITLE:	Date
ATTEST:			
		Tax ID No.	
Caroline Patton Administrative City Clerk	Date	Address:	
APPROVED AS TO FORM:			
		City Council Approval: _____	
City Attorney	Date		

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing program management services for the Industrial Waste and FOG programs prepared in connection therewith:

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

Project Understanding

G&G is very familiar with the City and the surrounding area due to our previous work history with the City's Industrial Pretreatment Program and NPDES Inspection Program, We have also worked closely with State regulatory staff and management at both the Santa Ana Regional Board and the Colorado River Basin Section more than 20 years as consultants for City and Municipal Water Agencies.

G&G has read the scope of services as provided in RFP No. 24-083 which details the current number of permitted Significant Industrial Users (SIUs); current program inspection requirements; self-monitoring and City monitoring requirements; annual regulatory reporting criteria; monthly status reporting to maintain communication with City staff related to program issues, activities, and budgets. Further, G&G understands that additional tasks are also needed, and will respond in other areas as needs emerge to resolve issues related to plan checks; data entry into the City's data base program for tracking program activities and compliance, and input into evolving regulatory requirements that are issued by either the State or Regional Water Quality Control Board.

G&G is familiar with the XC2 database system and Geoviewer databases utilized by the City. G&G further understands that currently the City is not required to implement an approved Pretreatment Program however that could change with the issuance of a revised Waste Discharge Requirement Order from the Colorado River Basin Section as new Industrial Users locate in the City. G&G has the expertise and experience to develop the required program elements to meet those regulatory challenges should they arise. Program elements such as Ordinance development, developing local wastewater discharge limitations, and Enforcement Response Plan documents can be developed as required but would require additional funding through either an amended Contract or as a separate bid. G&G is uniquely qualified to provide those additional services due to our experience in working with the City while providing Industrial Pretreatment Program services from 2010 through 2015 and Wastewater and NPDES Inspection services from 2019 through 2024.

The G&G team is comprised of technical and professional staff at various skill levels that will allow for the delegation of work in each program area to the most appropriate skill level to maximize the use of resources and to provide the City with regulatory support services that assure the most value for the City and their customers. Many of our team members are proficient in different program areas identified in the RFP which enhances the availability of resources at any given time to respond to emergent issues.

Project Approach

Methodology

G&G will prioritize all tasks based upon deadlines or other factors that indicate elevated priorities due to goals and objective management. The primary focus of this proposal is on

the implementation of all required program elements related to inspection, monitoring, regulatory reporting, and compliance assurance practices.

Other program requirements including Ordinance development, Enforcement Response Plan (ERP) development, local wastewater limitations study and development, protracted enforcement response actions (civil liability or criminal cases limits, Administrative Orders or Hearings, etc.) are not included in the Routine Daily implementation costs but are itemized separately in the budget to identify projected costs for those essential program elements should they need to be evaluated and updated.

Industrial Pretreatment Program Tasks

The work plan that follows is organized into the essential program areas (Inspection, Monitoring, Permitting, Enforcement, and Administration). Also included are statements related to the coordination of these key tasks with City personnel and management, appropriate regulatory agencies, and the Industrial and Commercial Users. One of the program management responsibilities is to evaluate the effectiveness an adequacy of the program to ensure it is in full compliance with State and federal Pretreatment Program requirements. Included in this proposal is an evaluation of the existing program to advise the City of any program modifications that may be necessary.

Inspections:

- All permitted users, significant, non-significant and commercial industrial users will be inspected in accordance with the type and significance of their discharge, (Commercial Users), restaurants and automotive facilities will be inspected as often as needed to prevent any possible sanitary sewer overflows due to excessive oil and grease in the sanitary sewer system from these types of facilities.
- Conduct site inspections for permit renewal process; perform follow-up inspections as needed due to process changes and/or violations.
- Surveillance monitoring will be performed as needed to monitor any industrial users that are suspected of causing any adverse impact on the City's POTW. Surveillance monitoring will also be conducted downstream of any industrial user that may be on a compliance schedule to install pretreatment equipment due to past violations.
- Self-monitoring reports will be reviewed for proper documentation including certifications, chain of custody, proper sampling and analysis procedures and proper analytical method used as outlined in 40 CFR 136.

Permitting:

- Permitted industrial User files will be reviewed on a continuous basis and evaluated for proper category, up to date with compliance in accordance with their permit and any new regulations that may have been approved by the EPA. Permits will be revised as needed.
- Permits are generally written for 1- 2 years in duration. This is determined by the IU designation (permit classification) and the processes that are being permitted as well as the potential for changes to occur during the permit period. No permit may be issued for a period longer than 5 years.

- The permitting task will involve renewals of the City's 4 currently permitted IUs and any new permits that may be required for new IUs that are determined through city surveys or those that are establishing new businesses within the City.

Enforcement:

- Any violations will be immediately followed up on using the City's procedure outlined in the current Ordinance. All violations will be evaluated on a case-by-case basis to determine the significance and any possible POTW, environment and/or city worker impact.
- The goal is to resolve and eliminate violations at the lowest level of enforcement as described in the current Ordinance.
- All enforcement actions are documented and placed in the file (both electronically and hard copy) to establish compliance history.
- Enforcement actions will be reported and communicated to designated City management to ensure feedback and input from the City prior to commencing with punitive type enforcement such as fines, non-compliance fees, or permit suspensions, etc.

Administration:

Administration of the Program includes the day-to-day activities of documenting, filing, telephone calls, preparing reports, data entry, review of program documents (i.e., Ordinances, ERP, local limits, interjurisdictional agreements, etc.) and any necessary coordination of activities. Some of those activities are described below.

- All required reports will be prepared using data acquired and put into the City's data management program and forwarded to City's staff for review and approval.
- Each quarter industrial users will be evaluated for compliance, industrial users determined to be in significant non-compliance (SNC) will receive a letter after the annual report is prepared.
- Review of new city business license applications. Tenant improvement projects or occupancy permits to determine the appropriate regulatory requirements and pretreatment equipment that may be needed prior to discharging to the City's sewer.
- All industrial data and activities performed, including copies of permits, sampling and analysis reports, inspection reports, phone events, sampling events, letters, violation notices, follow up inspections and etc. will be kept in the Industrial Users files. All files will be kept organized.
- City's local limits will be reviewed and evaluated on a continuous basis.
- Any significant change in level will cause the local limit for that constituent to be changed. All industrial users will be notified of the change or changes and the effective date. Any headwork loading for any constituent at City's POTW that could cause any possible WDR permit issues will be evaluated and a new local limit will be calculated.
- A report will be prepared for City staff to review and approve.
- Documentation will be sent to the RWQCB informing them of any local limit proposed changes, after their approval G&G will move forward, prepare new local limits, revise ordinances and local limit resolution for City staff review, approval and submittal to City attorney and City Council for approval at a public meeting as required.

- A monthly report will be provided to City staff updating them on the status of the pretreatment program. G&G staff will meet at least every two weeks with the City's Water/Wastewater Public Utilities Superintendent keeping him informed of the status of the program, industrial user violations and any other important issues.

Quality Assurance Program (QA/QC)

All G&G inspectors working on technical aspects of the City's pretreatment program will be certified according to the duties they are performing, all decisions, supervision and management will be performed by a Grade III or Grade IV Environmental Compliance Inspector.

In the event of an EPA Pretreatment Compliance Inspection or Audit G&G staff will assist the City staff with any technical aspects of the inspection and reporting requirements that may be required by State and/or EPA.

Fats, Oils, and Grease (FOG) Control Program

G&G inspectors have been performing restaurant and automotive interceptor inspections for over 20 years in cities throughout southern California. G&G has successfully performed FOG Control Program inspections for the City of Banning (since 2007); City of Colton (since 2005); Western Municipal Water District (2003-2012); City of Corona (since 2009); and Yucaipa Valley Water District (since 2008). G&G has also developed Sewer System Management Plans (SSMPs) for each of these agencies that integrated the FOG Control Programs as a means by which each agency can document the reduction of sanitary sewer overflows related to oil and grease blockages. Our inspectors are highly skilled in detecting poorly maintained interceptors and the lack of Best Management Practices at each facility and are able resolve many of these issues quickly through education and courteous service which maintains good working relationships with small business owners and the City. An effective FOG Control Program is also important in protecting the City residents from the hazards associated with off-site spills as well as improving the quality of stormwater runoff during the wet weather seasons.

G&G uses a combination of education (best management practices) and escalating enforcement responses to control the amount of fats, oils, and grease that enter the sewer system to minimize sanitary sewer overflows. G&G follows a written program of progressive enforcement for all continuing violations that results in rapid responses to all violations that corrects violations at the lowest levels of enforcement and minimizes liability for the City when auditors from the Regional Board, EPA, Health Department, or other regulatory agencies occur.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the rates set forth in Exhibit C-1.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

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

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

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

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

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

City of Banning Fee Schedule
Industrial Waste Pretreatment Program Management

INDUSTRIAL WASTE PRETREATMENT PROGRAM MANAGEMENT		ASSIGNED STAFF					Other Direct costs	TOTAL HOURS	LABOR	ODC	TOTAL
NO.	DESCRIPTION	Principal	PM	Tech Lead	Inspector HI	Admin	Travel ($0.67/mi) Material at Cost+15%				
	Client Billing Rates	$180	$125	$115	$95	$90					
PTP1	INSPECTIONS										
1.1	SIU Field Inspections			8	12			20	2,060	3,500	5,560
1.2	IU Field Inspections				60			60	5,700		5,700
1.3	IU Survey			4	12			16	1,600		1,600
1.4	Quality Assurance Review		12			10		22	2,400		2,400
		0	12	12	84	10		118	11,760	3,500	15,260
PTP2	PERMITTING										
2.1	Pre-permitting Inspections			6				6	690		690
2.2	Permit Development		8					8	1,000		1,000
2.3	Quality Assurance Review/SMR Reviews		2	4				6	710		710
2.4	Administrative Tasks					8		8	720		720
		0	10	10	0	8		28	3,120	0	3,120
PTP3	REGULATORY REPORTING										
3.1	Compliance Reports		2	4				6	710		710
3.2	Annual Reports		4					4	500		500
3.3	PCI & PCA Response		8	8		4		20	2,280		2,280
		0	14	12	0	4		30	3,490	0	3,490
PTP4	INDUSTRIAL COMPLIANCE										
4.1	Routine Compliance (NOV or less)				20			20	1,900		1,900
4.2	Administrative Orders		12					12	1,500		1,500
4.3	Cease & Desist other legal remedies			8	10			18	1,810		1,810
4.4	Surveillance Activities							0	0		0
4.5	QA/QC and Management	2	16					18	2,360		2,360
		2	28	8	30	0		68	7,630	0	7,630
PTP5	PLAN CHECK										
5.1	Blueprint and Survey review		12	8				20	2,420		2,420
5.2	On-site inspection				24			24	2,280		2,280
		0	12	8	24	0		44	4,700	0	4,700
PTP6	ADMINISTRATION										
6.1	Program Management		12					12			0
6.2	Administrative Duties and Data Entry				24	10		34			0
6.3	Monthly Status Reporting		12					12	1,500		1,500
		2	24	0	24	10		58	1,500	0	1,500
	Billable Task Areas by Classification							346	32,200	3,500	35,700

City of Banning Fee Schedule
Fats, Oils, and Grease (FOG) Control Program

FOG CONTROL PROGRAM		ASSIGNED STAFF						TOTAL LABOR HOURS	LABOR $	ODC $	TOTAL $
NO.	DESCRIPTION	PM	Tech Lead	Inspector I-II	Inspector I Candidate	Admin	Other Direct costs				
	Client Billing Rates	$125	$115	$95	$60	$90	Travel ($0.67/mi) Material at Cost+15%				
FOG1	INSPECTIONS										
1.1	Field Inspections				100			100	5,000	2,500	8,500
1.2	Inspection Tracking			24				24	2,280		2,280
1.3	Outreach, Educator and EMP Development		24	18				42	4,470		4,470
1.4	Quality Assurance Review	6	10	12				28	3,040		3,040
		6	34	54	100	0		194	15,790	2,500	18,290
FOG2	COMPLIANCE ASSURANCE										
2.1	Follow-up Inspections			12				12	1,140		1,140
2.2	Issue Written Warnings			10				10	950		950
2.3	Issue NOV or Administrative Order to Comply							0	0		0
2.4	Administrative Duties and Data Entry							0	0		0
2.5	QA/QC and Management	6	6					12	1,440		1,440
		6	6	22	0	0		34	3,530	0	3,530
FOG3	ADMINISTRATION										
3.1	Program Management	12						12	1,500		1,500
3.2	Administrative Duties and Data Entry			24				24	2,280		2,280
3.3	Monthly Status Reporting	12						12	1,500		1,500
		24	0	24	0	0		48	5,280	0	5,280
TOTALS		36	40	100	100	0	0	276	24,600	2,500	27,100

Exhibit "C-1"-2

City of Banning Fee Schedule
Environmental Compliance Special Services

NO.	ENVIRONMENTAL COMPLIANCE SPECIAL SERVICES DESCRIPTION	ASSIGNED STAFF						TOTAL LABOR HOURS	Subtotals $	ODC	TOTAL $
		Principal	PM	Tech Lead	Inspector I-II	Admin	Other Direct costs				
	Client Billing Rates	$180	$125	$115	$35	$30	Travel ($0.75/mi) Material at Cost+15%				
ECS51	PTP COMPLIANCE										
1.1	Review, Update Ordinance	12	24					36	$5,160	$1,200	
1.2	Review Update Enforcement Response Plan	12	24					36	$5,160		
1.3	Review Local Limits *	24	48					72	$10,320		
1.4	Quality Assurance/Regulatory Program Audits/Other	12	24					36	$5,160		
		60	120					180	$25,800	$1,200	$27,000
ECS52	TRAINING & PROGRAM IMPROVEMENTS										
2.1	Develop Training Materials		24	12				36	$4,380		
2.2	Provide Training		18	12				30	$3,630		
2.3	Develop Program Standard Operating Procedures		18	12				30	$3,630		
2.4	Provide Technical Assistance with Regulatory Matters	12	24	12				48	$6,540		
2.5	Meetings with City or Regulatory Officials		14	12				26	$3,130		
2.4	Administrative Duties and Data Entry							0	$0		
2.5	QA/QC and Management		24	12				36	$4,380		
		12	122	72				296	$25,690	$0	$25,700
TOTALS		72	242	72				386	$51,490	$1,200	$52,700

*The review is to determine if new limits are required.
A cost estimate to determine new limits would be developed based upon the findings.

Billable Task Areas by Classification

Exhibit "C-1"-3

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Project Schedule and Deliverables

During the first year of the contract G&G will perform the required SIU inspections at a minimum of once per year and provide follow-up inspections as need to ensure compliance. All other inspections performed will also be documented and reported to the City including and field surveys, plan checks, or any other commercial/industrial inspections performed to ensure compliance with the general pretreatment program requirements. Each permitted user shall also be reviewed to determine if the permit is expiring or needs re-issuing during the term of the contract. Renewed or re-issued permits will be prepared as determined.

FOG Control Inspections will be performed a minimum of twice per year with follow-up as needed to correct non-compliance. All on-site inspections and documentation will be in accordance with the City's established procedures.

Regulatory reporting will be provided as determined by the Waste Discharge Requirements for reporting that is issued for the City's wastewater treatment plant. A draft of the regulatory report will be provided to the Water/Wastewater Superintendent for review in advance of the due date to ensure timely reporting to the State or Regional Board.

Monthly Status Reports (MSRs) will be provided to a designated City manager at the beginning of each month to communicate program activities, issues, concerns, compliance activities, and budget summaries.

11/1/2024

Ms. Barbara Mason
City of Banning Purchasing Manager
99 E. Ramsey Street
Banning, CA 92220

SUBJECT: FEE SCHEDULES TO PROVIDE INDUSTRIAL WASTE PROGRAM MANAGEMENT, FOG AND ENVIRONMENTAL COMPLIANCE SERVICES – RFP NO. 24-083

Dear Ms. Mason,

The attached Fee Schedules are submitted to indicate the proposed cost for providing services for each of the three program areas identified in the City of Banning's Request for Proposal (RFP No. 24-083). Specifically, for professional regulatory support services related to Industrial Waste Program Management with FOG Inspections and Environmental Compliance Services.

On behalf of G&G, I am pleased to provide our proposal. Any questions or comments regarding the attached proposal that may arise during the evaluation period should be directed to:

Gary Ethridge, President G&G
5053 La Mart Drive Suite 203
Riverside, CA 92507
Office: (951) 683-3538 Fax: (951) 683-3859
Cellphone: (951) 858-1542
e-mail: ge@ggcorp.net

The attached Fee Schedule shall remain valid for a period of at least 60 days from the date of the submittal.

Sincerely,

Gary Ethridge, President G&G

cc: Sean Harrison, Vice President G&G
Susan Hunt, Administrative Services Manager G&G

City of Banning Fee Schedule
Industrial Waste Pretreatment Program Management

INDUSTRIAL WASTE PRETREATMENT PROGRAM MANAGEMENT		ASSIGNED STAFF						TOTAL HOURS	LABOR	ODC	TOTAL
NO.	DESCRIPTION	Principal	PM	Tech Lead	Inspector I-II	Admin	Other Direct costs				
	Client Billing Rates	$180	$125	$115	$95	$90	Travel ($0.67/mi) Material at Cost+15%				
PTP1	INSPECTIONS										
1.1	SIU Field Inspections			8	12			20	2,060	3,500	5,560
1.2	IU Field Inspections				60			60	5,700		5,700
1.3	IU Survey			4	12			16	1,600		1,600
1.4	Quality Assurance Review		12			10		22	2,400		2,400
		0	**12**	**12**	**84**	**10**		**118**	**11,760**	**3,500**	**15,260**
PTP2	PERMITTING										
2.1	Pre-permitting Inspections			6				6	690		690
2.2	Permit Development		8					8	1,000		1,000
2.3	Quality Assurance Review/SMR Reviews		2	4				6	710		710
2.4	Administratiive Tasks					8		8	720		720
		0	**10**	**10**	**0**	**8**		**28**	**3,120**	**0**	**3,120**
PTP3	REGULATORY REPORTING										
3.1	Compliance Reports		2	4				6	710		710
3.2	Annual Reports		4					4	500		500
3.3	PCI & PCA Response		8	8		4		20	2,280		2,280
		0	**14**	**12**	**0**	**4**		**30**	**3,490**	**0**	**3,490**
PTP4	INDUSTRIAL COMPLIANCE										
4.1	Routine Compliance (NOV or less)				20			20	1,900		1,900
4.2	Administrative Orders		12					12	1,500		1,500
4.3	Cease & Desist other legal remedies			8	10			18	1,870		1,870
4.4	Surveillance Activities							0	0		0
4.5	QA/QC and Management	2	16					18	2,360		2,360
		2	**28**	**8**	**30**	**0**		**68**	**7,630**	**0**	**7,630**
PTP5	PLAN CHECK										
5.1	Blueprint and Survey review		12	8				20	2,420		2,420
5.2	On-site inspection				24			24	2,280		2,280
		0	**12**	**8**	**24**	**0**		**44**	**4,700**	**0**	**4,700**
PTP6	ADMINISTRATION										
6.1	Program Management		12					12			0
6.2	Administrative Duties and Data Entry				24	10		34			0
6.3	Monthly Status Reporting		12					12	1,500		1,500
		2	**24**	**0**	**24**	**10**		**58**	**1,500**	**0**	**1,500**
				Billable Task Areas by Classification							
								346	**32,200**	**3,500**	**35,700**

City of Banning Fee Schedule
Fats, Oils, and Grease (FOG) Control Program

FOG CONTROL PROGRAM		ASSIGNED STAFF						TOTAL LABOR HOURS	LABOR $	ODC $	TOTAL $
NO.	DESCRIPTION	PM	Tech Lead	Inspector I-II	Inspector I Candidate	Admin	Other Direct costs				
	Client Billing Rates	$125	$115	$95	$60	$90	Travel ($0.67/mi) Material at Cost+15%				
FOG1	INSPECTIONS										
1.1	Field Inspections				100			100	6,000	2,500	8,500
1.2	Inspection Tracking			24				24	2,280		2,280
1.3	Outreach, Education and BMP Development		24	18				42	4,470		4,470
1.4	Quality Assurance Review	6	10	12				28	3,040		3,040
		6	34	54	100	0		**194**	**15,790**	**2,500**	**18,290**
FOG2	COMPLIANCE ASSURANCE										
2.1	Follow-up Inspections			12				12	1,140		1,140
2.2	Issue Written Warnings			10				10	950		950
2.3	Issue NOV or Administrative Order to Comply							0	0		0
2.4	Administrative Duties and Data Entry							0	0		0
2.5	QA/QC and Management	6	6					12	1,440		1,440
		6	**6**	**22**	**0**	**0**		**34**	**3,530**	**0**	**3,530**
FOG3	ADMINISTRATION										
3.1	Program Management	12						12	1,500		1,500
3.2	Administrative Duties and Data Entry			**24**				24	2,280		2,280
3.3	Monthly Status Reporting	12						12	1,500		1,500
		24	**0**	**24**	**0**	**0**		**48**	**5,280**	**0**	**5,280**
TOTALS		**36**	**40**	**100**	**100**	**0**	**0**	**276**	**24,600**	**2,500**	**27,100**

City of Banning Fee Schedule
Environmental Compliance Special Services

	ENVIRONMENTAL COMPLIANCE SPECIAL SERVICES	ASSIGNED STAFF						TOTAL LABOR HOURS	Subtotals $	ODC	TOTAL $
NO.	DESCRIPTION	Principal	PM	Tech Lead	Inspector I-II	Admin	Other Direct costs				
	Client Billing Rates	$180	$125	$115	$95	$90	Travel ($0.76/mi) Material at Cost+15%				
ECSS1	PTP COMPLIANCE										
1.1	Review, Update Ordinance	12	24					36	$5,160	$1,200	
1.2	Review Update Enforcement Response Plan	12	24					36	$5,160		
1.3	Review Local Limits *	24	48					72	$10,320		
1.4	Quality Assurance/Regulatory Program Audits/Other	12	24					36	$5,160		
		60	**120**					**180**	**$25,800**	**$1,200**	**$27,000**
ECSS2	TRAINING & PROGRAM IMPROVEMENTS										
2.1	Develop Training Materials		24	12				36	$4,380		
2.2	Provide Training		18	12				30	$3,630		
2.3	Develop Program Standard Operating Procedures		18	12				30	$3,630		
2.4	Provide Technical Assistance with Regulatory Matters	12	24	12				48	$6,540		
2.5	Meetings with City or Regualtory Officials		14	12				26	$3,130		
2.4	Administrative Duties and Data Entry							0	$0		
2.5	QA/QC and Management		24	12				36	$4,380		
		12	**122**	**72**				**206**	**$25,690**	**$0**	**$25,700**
TOTALS		**72**	**242**	**72**				**386**	**$51,490**	**$1,200**	**$52,700**

***The review is to determine if new limits are required. A cost estimate to determine new limits would be developed based upon the findings.**

Billable Task Areas by Classification

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Barbara Mason, Purchasing Manager** **Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Consideration of Resolution 2025-09, Increasing the California Uniform Public Construction Cost Accounting Act (CUPCCAA) Bid Limit Amounts to Reflect the Changes As Passed by State of California Assembly Bill 2192**

RECOMMENDATION:

Adopt Resolution 2025-09.

BACKGROUND:

In 1983, the State of California adopted the Uniform Public Construction Cost Accounting Act (CUPCCAA or "Act"). CUPCCAA authorizes public entities to follow an alternative public contracting approval process. The Act was enacted to promote uniformity of the cost accounting standard and bidding procedures on construction work performed or contracted by public agencies in the State. In summary, CUPCCAA provides flexibility to agencies by establishing a sliding scale of formality in the bidding process depending on the dollar amount as follows:

- For public projects costing $60,000 or less, agencies can self perform the project or award to any qualified contractor without the need to publicly advertise or seek bids prior to the award of that contract.
- For public projects costing greater than $60,000 up to $200,000, the agencies may obtain three informal quotes. Note that CUPCCAA provided that if all bids received are in excess of $212,000, an agency may, upon adoption of a resolution by a four-fifths vote, award the contract up to $212,000, to the lowest responsible bidder.

The City Council adopted CUPCCAA on August 27, 2019, by Ordinance No.1550 and Resolution No. 2019-99. The City's B-30 Procurement Policy (B-30) was updated to include this adoption and bid limits. Later in the year, the City approved Ordinance No. 1604 which superseded Ordinance No. 1550 which provided the guideline location for the bid limits would be in B-30. The City continues to operate and utilize this Act for Public Works projects which has streamlined the procurement process, expedited projects, and increased productivity.

On September 29, 2024, Assembly Bill 2192 was enacted providing an update the to the existing CUPCCAA. Effective January 1, 2025, CUPCCAA bidding limits were increases as follows:

- For public projects costing $75,000 or less, agencies can self perform the project or award to any qualified contractor without the need to publicly advertise or seek bids prior to the award of that contract.

- For public projects costing greater than $75,000 up to $220,000, the agencies may obtain three informal quotes. Note that CUPCCAA provided that if all bids received are in excess of $235,000, an agency may, upon adoption of a resolution by a four-fifths vote, award the contract up to $235,000, to the lowest responsible bidder.

Additionally, the "Public Project" definition was modified to include "installation and is now defined as "construction, reconstruction, erections, alternation, renovation, improvement, demolition, installation, and repair work involving any publicly owned, leased or operated facility." There was also a clarification made to public projects that involve publicly owned utility systems to make clear that the provision applies to a "publicly owned electric utility system." Further, the CUPCCAA Commission can can now review potential violations related to bid splitting or exceeding the Act's bid limits and review a public agency's noncompliance with the bidding procedures related to the publication or posting and electronic transmission of notices inviting formal bids.

JUSTIFICATION:

The City adopted CUPCCAA to include Legislature increases to the limits periodically over time. This is the first increase since the Act inception in 1983. The City continues to operate and utilize this Act allowing for expedited processing and increased productivity for public projects. City Staff continues to report out all contracts for CUPCCAA monthly to the City Council for review and transparency.

FISCAL IMPACT:

Continued savings in time and operational efficiencies across multiple departments.

ALTERNATIVES:

1. Adopt Resolution 2025-09 and update the bidding limits in the B-30.
2. Provide Staff with alternative direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-09, CUPCCAA Limits.docx
2. Reso 2019-92.pdf
3. Bill Text - AB-2192 Public agencies_ cost accounting standards_.pdf
4. Procurement Administrative Policies CUPCCAA Changes.pdf

RESOLUTION 2025-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN INCREASE THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (CUPCCAA) BID LIMIT AMOUNTS TO REFLECT THE CHANGES AS PASSED BY STATE OF CALIFORNIA ASSEMBLY BILL 2192

WHEREAS, the City Council of Banning adopted Uniform Public Construction Cost Accounting Act (CUPCCAA or "Act") on August 27, 2019, by Ordinance No.1550 and Resolution No. 2019-99. The City's B-30 Procurement Policy (B-30) was updated to include this adoption and bid limits.

WHEREAS, the City approved Ordinance No.1604 which superseded Ordinance No. 1550 which provided the guideline location for the bid limits would be in B-30.

WHEREAS, the City continues to operate and utilize this Act for Public Works projects which have streamlined the procurement process, expedited projects, and increased productivity.

WHEREAS, on September 29, 2024, Assembly Bill 2192 was enacted, effective January 1, 2025, providing an update to the existing CUPCCAA which included an increase to the bidding limits.

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

SECTION 1. The City Council hereby adopts the updates to CUPCCAA as passed by State of California Assembly Bill 2192 including the bid requirements.

SECTION 2. The City Council hereby authorizes the City Manager or designee to update the City's B-30 Procurement Policy.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 28th day of January 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-09, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of January, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

RESOLUTION NO. 2019-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING ELECTING TO BECOME SUBJECT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, prior to the enactment of the Uniform Public Construction Cost Accounting Act, California Public Contract Code Section 22000, *et seq.* ("the Act"), local agencies were required to competitively bid all public projects, as defined, in excess of $5,000 in accordance with the requirements of California Public Contract Code Section 20160, et seq. Further, prior to the Act, a uniform cost accounting standard was unavailable for construction work performed or contracted by or for local public agencies; and

WHEREAS, pursuant to the Act, the Uniform Construction Cost Accounting Commission, in conjunction with the State Controller, has established uniform public construction cost accounting procedures for implementation by local public agencies electing to be governed by the provisions of the Act in performing or contracting for construction of public projects; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Banning to be subject to the provisions of the Act. The benefits to the City include, but are not limited to, availability of alternate bidding procedures allowing the City to perform work costing up to and including $60,000, as may be revised, by force account, and to let contracts by informal procedures for public projects costing up to and including $200,000, as may be revised, or more under specified circumstances; and

WHEREAS, California Public Contract Code Section 22030 provides that any city that wishes to utilize the alternative procedures for bidding and contracting for public projects must elect, by resolution, to become subject to the uniform construction cost accounting procedures set forth in the Public Contract Code and must notify the State Controller of its election; and

WHEREAS, California Public Contract Code Section 22034 requires each public agency that elects to become subject to the uniform construction cost accounting procedures to enact an informal bidding ordinance that complies with the requirements set forth in Section 22034; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION 1. The City Council finds that all of the facts set forth in the foregoing Recitals are true and correct.

SECTION 2. Pursuant to the authority set forth in the Uniform Public Construction Cost Accounting Act, California Public Contract Code Section 22000, *et seq.*, the City of Banning hereby elects to be subject to the uniform public construction cost accounting procedures set forth in the Uniform Public Construction Cost Accounting Act and to the policies and procedures manual and cost accounting review procedures established thereunder, as each may be amended from time to time.

SECTION 3. The City Clerk shall notify the State Controller of the City's election pursuant to Section 2, above. The Mayor shall sign and the City Clerk shall certify to the adoption of this Resolution, with said City Clerk causing to file an original Resolution in the book of original resolutions. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED AND ADOPTED this 9th day of July, 2019

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

Kevin Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2019-92 was duly adopted at a regular meeting of the City Council of the City of Banning held on the 9th day of July 2019, by the following vote, to wit:

AYES: Happe, Wallace, Andrade, & Welch

NOES: None

ABSENT: Peterson

ABSTAIN: None

Daryl Betancur, Deputy City Clerk
City of Banning, California

AB-2192 Public agencies: cost accounting standards. (2023-2024)

SHARE THIS:

Date Published: 09/30/2024 09:00 PM

Assembly Bill No. 2192

CHAPTER 953

An act to amend Sections 22002, 22032, 22034, 22039, 22042, 22042.5, 22043, and 22044 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2024. Filed with Secretary of State September 29, 2024.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2192, Juan Carrillo. Public agencies: cost accounting standards.

Existing law, the Uniform Public Construction Cost Accounting Act, authorizes a public agency which has, by resolution, elected to become subject to uniform construction cost accounting procedures. Existing law provides for the development of cost accounting standards and an alternative method for the bidding of public works projects by public entities. The act defines "public project" to include, among other things, construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

This bill would define "public project" to additionally include installations involving any publicly owned, leased, or operated facility.

The Uniform Public Construction Cost Accounting Act authorizes public projects of $60,000 or less to be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order, authorizes public projects of $200,000 or less to be let to contract by informal procedures, and requires public projects of more than $200,000 to be let to contract by formal bidding procedures. The act permits the governing body of a public agency, in the event all bids received for the performance of that public project are in excess of $200,000, to award the contract at $212,500 or less to the lowest responsible bidder if it determines the cost estimate of the public agency was reasonable.

This bill would instead authorize public projects of $75,000 or less to be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order, authorize public projects of $220,000 or less to be let to contract by informal procedures, and require public projects of more than $220,000 to be let to contract by formal bidding procedures. The bill would permit the governing body of a public agency, in the event all bids received for the performance of that public project are in excess of $220,000, to award the contract at $235,000 or less to the lowest responsible bidder if it determines the cost estimate of the public agency was reasonable. The bill would also make conforming changes.

The Uniform Public Construction Cost Accounting Act creates the California Uniform Construction Cost Accounting Commission, to fulfill certain duties, including recommending for adoption by the Controller uniform construction cost accounting procedures for implementation by public agencies in the performance of, or in contracting for, construction on public projects. The act requires the commission to review the accounting procedures of any participating public agency where an interested party presents evidence that the work undertaken by the public agency falls into specified categories, including that the public agency has exceeded the force account limits. The act also requires the commission to review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with requirements to enact a prescribed informal bidding ordinance to govern the selection of contractors to perform public projects.

This bill would additionally require the commission to review the accounting procedures of any participating public agency where an interested party presents evidence that the work undertaken by the public agency has been split or separated into smaller work orders or projects, as specified, and would make conforming changes. The bill would also require the commission to review noncompliance with bidding procedures for the publication or posting and electronic transmission of notice inviting formal bids.
Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 22002 of the Public Contract Code is amended to read:

22002. (a) "Public agency," for purposes of this chapter, means a city, county, city and county, including chartered cities and chartered counties, any special district, and any other agency of the state for the local performance of governmental or proprietary functions within limited boundaries. "Public agency" also includes a nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(b) "Representatives of the construction industry" for purposes of this chapter, means a general contractor, subcontractor, or labor representative with experience in the field of public works construction.

(c) "Public project" means any of the following:

(1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, installation, and repair work involving any publicly owned, leased, or operated facility.

(2) Painting or repainting of any publicly owned, leased, or operated facility.

(3) In the case of a publicly owned electric utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

(d) "Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

(1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

(2) Minor repainting.

(3) Resurfacing of streets and highways at less than one inch.

(4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

(5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

(e) For purposes of this chapter, "facility" means any plant, building, structure, ground facility, utility system, subject to the limitation found in paragraph (3) of subdivision (c), real property, streets and highways, or other public work improvement.

SEC. 2. Section 22032 of the Public Contract Code is amended to read:

22032. (a) Public projects of seventy-five thousand dollars ($75,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.

(b) Public projects of two hundred twenty thousand dollars ($220,000) or less may be let to contract by informal procedures as set forth in this article.

(c) Public projects of more than two hundred twenty thousand dollars ($220,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.

SEC. 3. Section 22034 of the Public Contract Code is amended to read:

22034. Each public agency that elects to become subject to the uniform construction accounting procedures set forth in Article 2 (commencing with Section 22010) shall enact an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032. The ordinance shall include all of the following:

(a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.

(1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the

commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.

(2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036.

(b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

(c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.

(d) If all bids received are in excess of two hundred twenty thousand dollars ($220,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred thirty-five thousand dollars ($235,000) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

SEC. 4. Section 22039 of the Public Contract Code is amended to read:

22039. The governing body of the participating public agency or its designated representative shall adopt plans, specifications, and working details for all public projects exceeding the amount specified in subdivision (c) of Section 22032.

SEC. 5. Section 22042 of the Public Contract Code is amended to read:

22042. The commission shall review the accounting procedures of any participating public agency where an interested party presents evidence that the work undertaken by the public agency falls within any of the following categories:

(a) Is to be performed by a public agency after rejection of all bids, claiming work can be done less expensively by the public agency.

(b) Exceeded the force account limits set forth in subdivision (a) of Section 22032.

(c) Has been improperly classified as maintenance.

(d) Has been split or separated into smaller work orders or projects, in violation of Section 22033.

(e) Has exceeded the limits or otherwise not met the requirements set forth in subdivisions (b) and (c) of Section 22032.

SEC. 6. Section 22042.5 of the Public Contract Code is amended to read:

22042.5. The commission shall review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with Section 22034 or 22037.

SEC. 7. Section 22043 of the Public Contract Code is amended to read:

22043. (a) In those circumstances set forth in subdivision (a) of Section 22042, a request for commission review shall be in writing, sent by certified or registered mail received by the commission postmarked not later than eight business days from the date the public agency has rejected all bids.

(b) In those circumstances set forth in subdivision (b), (c), (d), or (e) of Section 22042, a request for commission review shall be by letter received by the commission not later than eight days from the date an interested party formally complains to the public agency.

(c) The commission review shall commence immediately and conclude within the following number of days from the receipt of the request for commission review:

(1) Forty-five days for a review that falls within subdivision (a) of Section 22042.

(2) Ninety days for a review that falls within subdivision (b), (c), (d), or (e) of Section 22042.

(d) During the review of a project that falls within subdivision (a) of Section 22042, the agency shall not proceed on the project until a final decision is received by the commission.

(e) A request for commission review pursuant to Section 22042.5 shall be in writing, sent by certified or registered mail, and received by the commission no later than eight days from the day an interested party formally complains to the public agency. The commission review shall commence immediately and conclude within 90 days from the receipt of the request for commission review.

SEC. 8. Section 22044 of the Public Contract Code is amended to read:

22044. The commission shall prepare written findings, which shall be presented to the public agency within 30 calendar days of formal commission review. Should the commission find that the provisions of this chapter or of the uniform cost accounting procedures provided for in this chapter were not complied with by the public agency, the following steps shall be implemented by that agency:

(a) On those projects set forth in subdivision (a) of Section 22042, the public agency has the option of either (1) abandoning the project, or (2) awarding the project to the lowest responsible bidder.

(b) On those projects set forth in subdivision (b), (c), (d), or (e) of Section 22042, the public agency shall present the commission's findings to its governing body within 30 calendar days of receipt of written notice of the findings and that governing body shall conduct a public hearing with regard to the commission's findings within 60 calendar days of receipt of the findings.

(c) (1) On findings of noncompliance pursuant to Section 22042.5, the public agency shall notify its governing body of the commission's findings within 60 calendar days of receipt of written notice of the findings from the commission.

(2) The public agency shall notify the commission in writing, within 90 days of receipt of written notice of the findings, of the public agency's best efforts to comply.

(3) The Authorization Table outlines who may approve contracts and legally binding agreements with external parties that obligate the City and shall apply to all purchases, including Capital Projects and Professional Services Contracts.

City of Banning Purchasing Authorization Table					
Purchase Type	**Purchase Amount**	**Procurement**	**Contract Type**	**Internal Approval**	**Vendor Requirements**
Goods, Widgets, Equipment	$0.00 - $5,000.00	1 Quote	Purchase Order	1. Department Head/Manager or Above	N/A
	$5,000.01 - $25,000.00	3 Quotes	Purchase Order	1. Department Head/Manager or Above 2. City Manager if > 10k	N/A
	$25,000.01 +	Formal Bidding	Purchase Order	1. Department Head/Manager or Above 2. City Manager 3. City Council	N/A
Services, including Professional (non-public works)	$0.00 - $5,000.00	1 Quote	Purchase Order	1. Department Head/Manager or Above	1. Insurance 2. City Business Tax 3. CA Business License
	$5,000.01 - $25,000.00	3 Quotes	Formal Agreement & Purchase Order	1. Department Head/Manager or Above 2. City Manager if > 10k	
	$25,000.01 +	Formal Bidding	Formal Agreement & Purchase Order	1. Department Head/Manager or Above 2. City Manager 3. City Council	
Services, Public Works only	$0.00 - ~~$60,000.00~~ $75,000.00	1 Quote	Purchase Order	1. Department Head/Manager or Above	1. Insurance 2. City Business Tax 3. CA Business License 4. CSLB 5. DIR
	~~$60,000.01 - $200,000.00~~ $75,000.01-$220,000.00	3 Quotes	Formal Agreement & Purchase Order	1. Department Head/Manager or Above 2. City Manager	
	~~$200,000.01~~ + $220,000.01	Formal Bidding	Formal Agreement & Purchase Order	1. Department Head/Manager or Above 2. City Manager 3. City Council	

3-105 Notes and Exceptions

(1) In the absence of the approver for a given request, authorization will be obtained by his/her appointee or the next highest authority in accordance with the Authorization Table.

(2) At no time can purchases be "split" or otherwise billed separately to circumvent the spending authority.

(8) Evaluation shall be based on a scoring system from 0-5, with 0 being unacceptable and 5 being excellent. Weighting of evaluation criteria shall jointly be determined by the Department and the City Purchasing Officer.

(9) After evaluating the proposals using the above criteria, the City Purchasing Officer shall submit, or the City Purchasing Officer may delegate the Department to submit, a ranked slate of the most qualified A&E firms to City Council for selection and approval. Any member of City Council who recommends the selection of an A&E provider other than the top-ranked providers shall publicly disclose his or her reason for recommendation.

16-115 Public Works Contracts

(1) All contracts for Public Projects shall be awarded consistent with and pursuant to the provisions of the Uniform Public Construction Cost Accounting Act (UPCCAA), Public Contract Code (PCC) Section 22000 et seq.), Banning Municipal Code Section 3.24.100, and other applicable requirements of State law.

(2) To the extent permissible by the Public Contract Code, the City will consider Design-Build as an alternate method of procurement for Public Projects.

(3) The definition of a Public Project shall be the same definition that are included in the Public Contract Code §22002

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(4) Bonds: A bid bond in a value not less than 10% of the total bid price shall be required on all projects of more than ~~$60,000~~ $75,000.

(5) Award of all contracts for Public Projects up to ~~$200,000~~ $220,000 may be approved by the City Manager.

(6) Award of all contracts for Public Projects over ~~$200,000~~ $220,000 must be approved by City Council.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vincent Avila, Chief of Police**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Consideration of Resolution 2025-10, Approving the Acceptance of the 2025 Memorandum of Understanding (MOU) of Off-Duty Personnel at Special Events Between the City of Banning and the City of Indio**

RECOMMENDATION:

Adopt Resolution 2025-10.

BACKGROUND:

The City of Indio and Goldenvoice Productions annually hosts Coachella Music Festival Weekends 1 and 2 and Stagecoach Music Festival. The Coachella and Stagecoach music festivals, are two of the largest and most popular music events in the world, attracting hundreds of thousands of attendees from across the globe. Coachella, typically held over two weekends in April, features a wide range of music genres, while Stagecoach, held the following weekend, focuses on country music. These events generate significant economic impact for the region but also bring challenges in terms of public safety and logistics. The large crowds, traffic congestion, alcohol consumption, potential drug use, and large-scale event management require an increased law enforcement presence to ensure the safety of attendees, control traffic, prevent crime, and manage emergencies. Given the magnitude of these festivals, the City of Indio, which hosts the events, requires additional law enforcement support from neighboring cities, such as Banning, to effectively manage the crowd and maintain public order, ensuring a smooth and secure experience for festivalgoers. The promoter estimates 125,000 people will attend Coachella events each day and 85,000 people will attend Stagecoach Festival each day. The City of Indio contracts with several neighboring law enforcement agencies to ensure public safety, and the orderly flow of traffic. The City of Indio will reimburse the City of Banning for actual costs as outlined in the attached Memorandum of Understanding Regarding the Reimbursement of Off-Duty Personnel at Special Events. The upcoming events will be held on three consecutive weekends in April at the Empire Polo Grounds. The Coachella Music Festival Weekend 1 will be April 11-13,2025; the Coachella Music Festival Weekend 2 will be April 19-20, 2025; and the Stagecoach Music Festival will be April 25-27, 2025

JUSTIFICATION:

As neighboring cities, Banning and Indio share a responsibility for managing the large influx of festivalgoers, ensuring public safety, and preventing crime spillover. By collaborating, Banning can help address traffic, crowd control, and law enforcement needs while benefiting from shared resources and cost efficiency, as the personnel used are paid for by Indio. This partnership enhances interagency coordination, strengthens community relations, and ensures both cities can handle potential emergencies, ultimately contributing to the region's overall success and safety during these high-profile events. The City of Banning also financially benefits from the Coachella and Stagecoach festivals as many travelers pass through or stop in the city on their way to the events. Visitors often spend money on

gas, food, and other services, providing a boost to local businesses. Additionally, some festivalgoers choose to stay in Banning's hotels due to its proximity to Indio, further increasing revenue through accommodations. These economic contributions make it in Banning's interest to support the festivals, as the city gains from the increased traffic and spending associated with the events.

FISCAL IMPACT:

The City of Banning's officers are compensated for their time at their actual overtime rate, with no additional financial burden placed on Banning's budget. Since Indio assumes responsibility for these costs, the fiscal impact to Banning is minimal or even nonexistent. This arrangement allows Banning to provide necessary support without incurring extra expenses, making the collaboration financially beneficial for both cities.

ALTERNATIVES:

The City Council may choose to reject staff's recommendation and provide alternative direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-10, Indio MOU.docx
2. 2025 MOU Banning-Indio Reimb Off-Duty Personnel Special Events.docx
3. Request for service Banning PD CS Concerts 2025_001.pdf

RESOLUTION 2025-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE ACCEPTANCE OF THE 2025 MEMORANDUM OF UNDERSTANDING (MOU) OF OFF-DUTY PERSONNEL AT SPECIAL EVENTS BETWEEN THE CITY OF BANNING AND THE CITY OF INDIO

WHEREAS, the City of Banning Police Department desires to undertake a Memorandum of Understanding (hereafter referred to as MOU) between the City of Banning and the City of Indio (collectively referred to herein as the "Participating Agencies" or "Parties" or individually as a "Participating Agency" or "Party") to utilize off-duty law enforcement personnel to assist with staffing Special Events;

WHEREAS, each Party agrees to indemnify and hold harmless the other Party(ies) for any loss, cost, or expense, including actual attorneys' fees that may be imposed upon or incurred by such other Party(ies) solely by virtue of Government Code Section 895.2., according to section 6 of the MOU;

WHEREAS, pursuant to the Agreement, the City of Banning, will be reimbursed the "Actual Overtime Rate" (the rate of overtime pay for the specific rank or job classification of each off-duty personnel actually paid or to be paid by the employing Participating Agency) for each off-duty personnel member utilized;

WHEREAS, pursuant to the Agreement, each requesting Party shall pay each Participating Agency that provided Off-Duty Personnel and/or equipment an additional administrative fee equal to three percent (3%) of the total amount to be reimbursed to that Party, according to section 4 of the MOU;

WHEREAS, the City of Indio is formally requesting the Banning Police Departments assistance with the upcoming Coachella Music Festival Weekend 1, Coachella Music Festival Weekend 2, and Stagecoach Music Festival. The City of Indio and Goldenvoice Productions will be hosting the events on three consecutive weekends in April at the Empire Polo Grounds. The Coachella Music Festival Weekend 1 will be April 11-13,2025; the Coachella Music Festival Weekend 2 will be April 19-20, 2025; and the Stagecoach Music Festival will be April 25-27, 2025.

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

SECTION 1. The City Council approves acceptance of the 2025 Memorandum of Understanding (MOU) between the City of Banning and the City of Indio.

SECTION 2. The City Council authorizes the City Manager to execute on behalf of the City Council of the City of Banning the attached MOU, including any extensions or amendments thereof and any subsequent contracts with the City of Indio, in relation thereto.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 28th day of January 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-10, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of January 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Memorandum of Understanding with City of Indio

MEMORANDUM OF UNDERSTANDING REGARDING THE REIMBURSEMENT OF OFF-DUTY PERSONNEL AT SPECIAL EVENTS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on January ___, 2025 and is by and between the City of Indio and the City of Banning collectively referred to herein as the "Participating Agencies" or "Parties" or individually as a "Participating Agency" or "Party."

RECITALS

A. From time to time, the Parties need to utilize off-duty law enforcement personnel (hereinafter "Off-Duty Personnel" as defined below) from other Participating Agencies to assist with staffing "Special Events" (as defined below) at their respective cities.

B. The Parties desire to have a common understanding and agreement regarding reimbursement for utilizing such Off-Duty Personnel and related equipment at Special Events.

NOW, THEREFORE, in consideration of such recitals, and the mutual promises, obligations and covenants herein contained, the Parties hereby agree as follows:

Section 1. The Parties accept the above recitals as true and correct and incorporate them herein as if they were fully restated in this MOU.

Section 2. For the purpose of this MOU the terms set forth in this Section have the meaning ascribed herein:

A. "Actual Overtime Rate" shall mean the rate of overtime pay for the specific rank or job classification of each Off-Duty Personnel actually paid or to be paid by the employing Participating Agency. The Parties acknowledge that the "Actual Overtime Rate" will vary among Off-Duty Personnel as well as among the Participating Agencies. For example, certain Off-Duty Personnel may receive pro-rata stipends and/or certificate pay. In such case, if the Participating Agency includes such pay as part of the Off-Duty Personnel's overtime rate, then the Actual Overtime Rate will include such amount.

B. "Off-Duty Personnel" shall mean sworn peace officers, dispatchers, community service officers, reserve peace officers and similar employees of a Participating Agency's police or public safety department, that are off-duty, and are not on-call, from the Participating Agency.

C. "Special Events" shall mean any festival, concert, parade, celebration, social gathering, or similar event held, sponsored, or permitted by a Participating Agency, and any protest, demonstration, or similar occurrence within the territorial jurisdiction of a Participating Agency for which that Agency has determined the need for additional Personnel. The Parties agree that Special Events includes, without limitation, the Coachella Valley Arts and Music Festival and Stagecoach Festival.

Section 3. The Parties agree that a requesting Party may utilize the Off-Duty Personnel and equipment, to the extent available and on the terms provided herein, of a Participating Agency to augment the requesting Party's law enforcement staffing needs at Special Events. The requesting Party shall make a written request to the other Participating Party(ies) Chief of Police describing the Special Event, the relevant date(s) and time(s), the needed services, and the number of Off-Duty Personnel and the number and type of any equipment desired together with any other pertinent information.. Each Chief of Police shall respond in writing within fifteen (15) days, or within such other time as is agreed upon by the requesting and

responding Parties, if the request can be accommodated. A responding Party has no obligation to accommodate a request unless, in the sole determination of the responding Party, it may feasibly do so without any undue hardship or material impact to its ability to provide public safety services within its jurisdiction. A responding Party has no obligation to compel or otherwise direct any Off-Duty Personnel to make themselves available in response to a requesting Party's request.

Section 4. The Parties agree that each requesting Participating Agency shall reimburse the other Participating Agencies that provide Off-Duty Personnel and/or equipment at the rates set forth in the following Rate Schedule. A Participating Agency will only be reimbursed for the actual Off-Duty Personnel and equipment supplied by it and only to the extent such Off-Duty Personnel and equipment was specifically requested by the Requesting Party.

Rate Schedule	
Off-Duty Personnel	Actual Overtime Rate
Marked Patrol Vehicle	$50.00 per day
Plain Vehicle	$30.00 per day
Motorcycle	$15.00 per day
Bicycle	$5.00 per day
Handheld Police Radio	$6.00 per day

Beginning in 2021, the reimbursement rates for equipment shall be adjusted each July 1st by the percentage increase or decrease for the preceding twelve (12) month period ending in May of the subject year in the Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario metro area, not seasonally adjusted, base period 2017 = 100, as published by the United States Department of Labor, Bureau of Labor Statistics.

In addition to making reimbursement for the cost as provided above, each requesting Party shall pay each Participating Agency that provided Off-Duty Personnel and/or equipment an administrative fee equal to three percent (3%) of the total amount to be reimbursed to that Party.

Section 5. The responding Party shall invoice the requesting Party within thirty (30) days of the Off-Duty Personnel and/or equipment being provided. The invoice shall include the names of the Off-Duty Personnel, the day(s) and hours worked, the corresponding Actual Overtime Rate and a listing of any equipment. The requesting Party shall compare the invoice with the time-sheets kept by the requesting Party for the service and shall within forty-five (45) days of receipt of the invoice either pay the invoice or, if there is a difference between the invoice and the time-sheets, the Parties through their respective Chiefs of Police shall within fifteen (15) days meet to discuss and reconcile any differences after which the requesting Party shall pay the agreed upon invoice amount to the responding Party within thirty (30) days.

Section 6. Each of the Parties is a public entity. This indemnity provision is written in contemplation of the provisions of Government Code Section 895.2, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement as defined in Government Code Section 895. In the event a court of competent jurisdiction

construes this Memorandum of Understanding to be an agreement as defined in Government Code Section 895, each Party hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, including the performance of services provided by their respective Off-Duty Personnel, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party agrees to indemnify and hold harmless the other Party(ies) for any loss, cost, or expense, including actual attorneys' fees that may be imposed upon or incurred by such other Party(ies) solely by virtue of Government Code Section 895.2.

Section 7. This Memorandum of Understanding is deemed to have been prepared by all of the parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to applicable rules of interpretation of contracts under the laws of the State of California.

Section 8. This Memorandum of Understanding may not be terminated or amended, either in whole or in part, except by mutual consent of all the Parties.

Section 9. This Memorandum of Understanding shall be governed and interpreted according to the laws of the State of California. The venue for any action or claim shall be the County of Riverside.

Section 10. This Memorandum of Understanding may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this agreement. Moreover, electronic, scanned or facsimile copies of signatures shall be accepted as valid and binding.

Section 11. Any notice required to be given to a Party shall be deemed duly given upon delivery if sent to the Participating Agency's Chief of Police and City Manager at the address of their respective city.

Section 12. This Memorandum of Understanding represents the entire integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. This Memorandum of Understanding may be amended only by a written instrument signed by all of the Parties.

Section 13. In the event a dispute arises with respect to the interpretation or performance of all or any part of this Memorandum of Understanding, the Parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each Party agrees to consider the use of voluntary mediation prior to resorting to litigation. If mediation is utilized by the Parties, each Party agrees that no award or decision resulting therefrom shall include punitive damages. Should any dispute lead to litigation, the prevailing Party shall be entitled to recover from the other Party all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

Executed as of the day and year first written above.

CITY OF BANNING

By:_____
Doug Schulze, City Manager

Attest:

By:_____
Caroline Patton, Administrative City Clerk

Approved as to form:

By:_____
John Pinkney, City Attorney

CITY OF INDIO

By:_____
Bryan Montgomery, City Manager

Attest:

By:_____
Sabdi Sanchez, City Clerk

Approved as to form:

By:_____
Steven P. Graham, City Attorney

INDIO POLICE DEPARTMENT

46-800 JACKSON STREET • INDIO, CALIFORNIA 92201
Phone (760) 391-4057 • Fax (760) 391-4036 • Indio.org

Our Community...Our Commitment

Brian Tully
Chief of Police

December 9, 2024

Chief Vincent Avila
Banning Police Department
125 E. Ramsey
Banning, CA 92220

Sent via email: vavila@banningca.gov

Dear Chief Avila,

Please consider this letter a formal request from the city of Indio where we are requesting the Banning Police Department's assistance with the upcoming Coachella Music Festival Weekend 1, Coachella Music Festival Weekend 2, and Stagecoach Music Festival. The city of Indio and Goldenvoice Productions will be hosting the events on three consecutive weekends in April at the Empire Polo Grounds. The Coachella Music Festival #1 will be April 11, 12, and 13, 2025; the Coachella Music Festival #2 will be April 18, 19, and 20, 2025; and the Stagecoach Music Festival will be April 25, 26, and 27, 2025. The promoter estimates 125,000 people will attend the Coachella events each day and 85,000 people will attend the Stagecoach Festival each day.

The city of Indio plans to contract with additional law enforcement agencies to ensure public safety and the orderly flow of traffic, and we are asking for your assistance with this event. The schedule is still being finalized and you will be notified of the exact deployment requirement when it becomes available. The city of Indio will reimburse your department for actual costs as outlined in the attached *Memorandum of Understanding Regarding the Reimbursement of Off-Duty Personnel at Special Events.*

Please have your agency representative(s) attend our law enforcement meeting on **Thursday, January 30, 2025, at 0900 hours**. The meeting will be held at the Indio Emergency Operations Center (EOC) located at 45222 Towne Street Indio, CA 92201.

Thank you for your consideration of this request, and please feel free to contact my representative Sgt. James Koyanagi at his desk number (760) 541-4022, his mobile number (760) 996-8823 or via e-mail at jkoyanagi@indiopd.org if you have any questions. Thank you in advance for your cooperation and participation in these events.

Cordially,

Brian Tully
CHIEF OF POLICE

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Consideration of Resolution 2025-11, Approving Amendment #1 to Eide Bailly Year-End Close Services Contract to Increase Total Not-To-Exceed Amount from $75,000 to $125,000**

RECOMMENDATION:

Adopt Resolution 2025-11.

BACKGROUND:

City Council approved a contract with Eide Bailly to assist staff with year-end close services. That contract amount of $75,000 has been exhausted and staff would like to amend the contract to add another $50,000 to the not-to-exceed amount. The original contract was to allow the Administrative Services Director time to perform the Council assigned Citywide Forensic Investigation.

JUSTIFICATION:

The Finance Department is short-staffed and this contract has helped offset that shortage and to help ensure that errors identified in the prior year's financial statement audit are corrected and that all balance sheet accounts are reconciled properly. The services provided help to give confidence in the accuracy of the City's financial position and should allow for an efficient external audit.

FISCAL IMPACT:

This amendment will be funded from salary savings from our vacant Budget & Financial Analyst position (001-1900-412.10-10). We are actively recruiting for that position, but it will be at least two months to onboard and the position has been vacant for three months.

ALTERNATIVES:

Do not approve Resolution 2025-11 and provide alternative direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-11, Eide Bailly Am 2.docx
2. Amend No.2 - Eide Bailley - PSA FYE Closeout Processes.docx
3. CC Resolution No. 2024-073.pdf

RESOLUTION 2025-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO.2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR YEAR-END CLOSE AND ADVISORY SERVICES WITH EIDE BAILLY FOR A REVISED NOT-TO-EXCEED TOTAL OF $125,000

WHEREAS, Eide Bailly offers consulting services to assist with year-end close processes, finding efficiencies for that process, and documenting and training staff on the procedures implemented; and

WHEREAS, the consulting division of Eide Bailly is separate from the audit and attest division and qualifies as independent according to Generally Accepted Accounting Principles, including Governmental Accounting Standards, and Statements on Standards for Attestation Engagements and Statements on Standards for Consulting Services as promulgated by the American Institute of Certified Public Accountants (AICPA); and

WHEREAS, City Council approved, by Resolution No. 2024-073, a Professional Services Agreement with Eide Bailly on May 14, 2024 in the amount not-to-exceed of $75,000 to assist staff with year-end close services; and

WHEREAS, the City Manager authorized Amendment No.1 to extend the Professional Services Agreement through December 31, 2025; and

WHEREAS, Eide Bailly continues to assist in the development of modified or enhanced reconciliation processes and related templates, provide assistance with enhancements to or preparation of year-end Provided By Client (PBC) schedules to facilitate a timelier yearend close process, provide assistance with the development and implementation of a structured internal review process in the City's Finance Department for key transactions and year-end PBC schedules, provide assistance with the year-end close process for the fiscal year ending June 30, 2024, and provide training for City staff on use of the processes, templates, and schedules developed as part of this engagement.

WHEREAS, the City's Finance Department is understaffed and these services have assisted to offset this staffing shortage to include addressing any corrections to the prior year financial statements and that all balance sheet accounts are reconciled properly.

WHEREAS, Staff is now requesting approval of Amendment No.2 to the Professional Services Agreement to add additional funds in the amount not-to-exceed $50,000.

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

SECTION 1. The City Council approves Amendment No.2 to the Professional Services Consulting Agreement with Eide Bailly to add additional compensation in the amount of $50,000 for a revised not-to-exceed total of $125,000 and authorizes the City Manager to make necessary non-substantive changes to Amendment No.2.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 28th day of January, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-11, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of January, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment No. 2 Eide Bailly

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR (C01019) FOR FINANCIAL YEAR END CLOSEOUT PROCESSES BY AND BETWEEN CITY OF BANNING AND EIDE BAILLY LLP

THIS AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and Eide Bailly LLP, a Limited Liability Partnership ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated May 14, 2024 for the purpose of providing Financial Year End Closeout Processes Services ("Agreement").

B. City and Consultant have entered into Amendment No. 1 to the Agreement dated December 31, 2024 to extend the Term of the Agreement to December 31, 2025.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum to One Hundred Twenty-Five Thousand Dollars ($125,000.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 2 shall not exceed Fifty Thousand Dollars ($50,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Hundred Twenty-Five Thousand Dollars ($125,000.00).

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement as amended by Amendment Nos. 1 and 2, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 2. In the event of a conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement or Amendments No. 1 through 2, the provisions of this Amendment No. 2 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 2.

2.3 Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly

authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. **2** may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 2 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:

City Attorney

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

RESOLUTION 2024-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT (C01019) FOR YEAR-END CLOSE AND ADVISORY SERVICES WITH EIDE BAILLY LLP FOR A NOT-TO-EXCEED TOTAL OF $75,000 WITH A TERM FROM EXECUTION THROUGH DECEMBER 31, 2024

WHEREAS, the City Council authorized the Finance Department to add an additional temporary staff or consultant to help cover department Director level activities while the Administrative Services Director completes a Citywide Forensic Investigation; and

WHEREAS, Eide Bailly LLP offers consulting services to assist with year-end close processes, finding efficiencies for that process, and documenting and training staff on the procedures implemented; and

WHEREAS, the consulting division of Eide Bailly is separate from the audit and attest division and qualifies as independent according to Generally Accepted Accounting Principles, including Governmental Accounting Standards, and Statements on Standards for Attestation Engagements and Statements on Standards for Consulting Services as promulgated by the American Institute of Certified Public Accountants (AICPA); and

WHEREAS, Eide Bailly will assist in the development of modified or enhanced reconciliation processes and related templates, provide assistance with enhancements to or preparation of year-end Provided By Client (PBC) schedules to facilitate a timelier yearend close process, provide assistance with the development and implementation of a structured internal review process in the City's Finance Department for key transactions and year-end PBC schedules, provide assistance with the year-end close process for the fiscal year ending June 30, 2024, and provide training for City staff on use of the processes, templates, and schedules developed as part of this engagement.

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

SECTION 1. The City Council approves the Professional Services Agreement, attached hereto as Exhibit A, with Eide Bailly LLP for a not-to-exceed total of $75,000, and authorizes the City Manager to make necessary non-substantive changes and to execute said Agreement.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of May 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-73, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES: Happe, Minjares, Sanchez, and Wallace.

NOES: Flynn.

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Agreement for Professional Services (C01019) for
Financial Year End Closeout Processes (Eide Bailly LLP)

AGREEMENT FOR PROFESSIONAL SERVICES (C01019) FOR FINANCIAL YEAR END CLOSEOUT PROCESSES BY AND BETWEEN CITY OF BANNING AND EIDE BAILLY LLP

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Eide Bailly LLP, a Limited Liability Partnership ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought a proposal for the performance of the services for Financial Year End Closeout Processes and as further defined and described particularly in Article 1 of this Agreement.

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

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

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

standards" shall mean those standards of practice recognized by the American Institute of Certified Public Accountants (AICPA).

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, or other communication charges, and vehicles.

1.10 Special Requirements.

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

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Roger Alfaro, CPA	Partner

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City, which shall not unreasonably be withheld. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in **Exhibit C-1** and the not-to-exceed sub-budget rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Seventy-Five Thousand Dollars ($75,000.00) (the "Contract Sum"). The Contract Sum shall

include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through December 31, 2024, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years..

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer legally allowed to write insurance in the State of California with a rating of A-:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Reserved

4.7 Not used. Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within seven (7) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this

Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) Indemnities. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, and attributable to the fault of Consultant. Consultant's total liability to the Indemnitees and anyone claiming by, through, or under the Indemnitees, shall not exceed to the percentage share that Consultant's negligence bears to the total negligence of the Indemnitees, Consultant, and all other negligent entities and individuals, as determined by court decision or by the agreement of the Parties.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify and hold harmless the Indemnitees from and against any and all Claims, in law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, and attributable to the fault of Consultant's sub-contractors and any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Consultant's total liability to the Indemnitees and anyone claiming by, through, or under the Indemnitees, shall not exceed to the percentage share that

Consultant's sub-contractors' and any other person's or entity's involved by, for, with or on behalf of Consultant negligence bears to the total negligence of the Indemnitees, Consultant, and all other negligent entities and individuals, as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if

Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials specifically prepared by Consultant, its employees, sub-contractors and agents for and required to be delivered to City under this Agreement (the "Consultant Documents") shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents specifically prepared by them which are required to be delivered to City under this Agreement; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

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

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena, if lawful.

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice

of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder, if lawful. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

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

6.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default and Consultant shall not be required to continue to perform until the matter is resolved. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9,

above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

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

6.5 Rights and Remedies are Cumulative.

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

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination,

Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

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

7.2 Conflict of Interest.

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

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

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

7.4 Unauthorized Aliens.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Lincoln Bogard Deputy City Manager/Admin Svcs. Director City of Banning 99 East Ramsey Street Banning, California 92220 Email: lbogard@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: Roger Alfario Partner Eide Bailly LLP 10681 Foothill Blved, Ste.300 Rancho Cucamonga, CA 91730 Email: ralfaro@eidebailly.com

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

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

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

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

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT: EIDE BAILLY LLP

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval:

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Financial Year End Closing Processes prepared in connection therewith:

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

EideBailly

CPAs & BUSINESS ADVISORS

April 22, 2024

Lincoln Bogard
Deputy City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

This letter outlines the understanding of the terms and objectives of the consulting engagement between Eide Bailly LLP (Eide Bailly) and the City of Banning, California (you).

Scope of Engagement

We will work with you to provide consulting services in connection with year-end close services, to include:

- Development of modified or enhanced reconciliation processes and related templates.
- Assistance with enhancements to or preparation of year-end PBC schedules to facilitate a timelier year-end close process.
- Assistance with the development and implementation of a structured internal review process in the City's Finance Department for key transactions and year-end PBC schedules.
- Assistance with the year-end close process for the fiscal year ending June 30, 2024, and training for City staff on use of the processes, templates, and schedules developed as part of this engagement.

Our engagement will be performed under the *Statements on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation, or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statements on Standards for Attestation Engagements* and assume no responsibility for any such information.

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct, and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

We agree to retain our work papers for a period of at least eight years from the date of our report.

Timeline

We will begin our work upon acceptance of this engagement agreement. We would expect to have our work completed by December 31, 2024. This timetable assumes the timely receipt of requested information and the cooperation of the parties involved. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

Fees

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Eide Bailly is conscious of our clients' desire to achieve results at a reasonable cost, and we are mindful of that when choosing which level of staff to assign to an engagement. We estimate that our fees for the engagement will not exceed $75,000. Actual costs will be dependent on the actual hours required to complete the assigned tasks. If the scope of work is determined to be significantly different than anticipated, we will communicate with you prior to undertaking additional tasks so that there are no surprises. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Invoices are payable upon presentation.

Our work will be billed at the rates shown in the table below.

Staff Level	Hourly Rates
Partner	$371
Director	$350
Senior Manager	$318
Manager	$265
Supervisor	$235
Senior Associate	$201
Associate	$159

We recognize that clients want to control the cost of multi-year contracts by providing transparency on the front end regarding future rate increases. We adjust our rates on August 1st of each year. On August 1 of each year that you continue your relationship with the firm, the fixed amount and standard rate schedule shown above will be adjusted by the annual change in related labor costs for your area as of the preceding May 1st.

The ability to perform and complete our engagement consistent with the estimated fees included above depends upon the quality of your underlying accounting records and any other information required for the completion of our work, as well as the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information we will require to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain engagement documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such engagement documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other

proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our work is completed, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

The City of Banning accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.
- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing services for the City of Banning.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

EXHIBIT "B"
SPECIAL REQUIREMENTS

NONE REQUIRED

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") not to exceed the rates as stated in Exhibit "C-1"

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

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

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

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

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

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

Staff Level	Hourly Rates
Partner	$371
Director	$350
Senior Manager	$318
Manager	$265
Supervisor	$235
Senior Associate	$201
Associate	$159

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services timely, and deliver the specified tangible work products as determined in the initial 'kick-off' meeting between City and Consultant.**

II. **The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.**

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Timeline

We will begin our work upon acceptance of this engagement agreement. We would expect to have our work completed by December 31, 2024. This timetable assumes the timely receipt of requested information and the cooperation of the parties involved. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nicole Jews, Human Resources Manager** **Doug Schulze, City Manager**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Consideration of Resolution 2025-12, Updating the Compensation for the City Clerk and City Treasurer**

RECOMMENDATION:

Adopt Resolution 2025-12.

BACKGROUND:

During the City Council meeting held on January 14, 2025, the City Council approved the increase to the compensation for the elected City Clerk and City Treasurer positions. The current salaries for the City Clerk and City Treasurer were set by Resolution 1988-54 and 1982-41 respectively. Salaries for both positions were set at $100 per month or $1,200 per annum.

JUSTIFICATION:

The current compensation for the City Clerk and City Treasurer is $100.00 per month. However, the salary of the City Clerk and City Treasurer was set in 1988 and there has not been an increase or adjustment in the last thirty-seven (37) years.

The increase in compensation is in the best interests of the City because it will encourage qualified persons to seek the positions of the City Clerk and City Treasurer and ensure that the City Clerk and City Treasurer positions are compensated comparably to City Clerk and City Treasurer positions of other general law cities.

Based on the compensation survey, City Council approved the increase for the City Clerk & City Treasurer positions to be $550 per month ($6,600 annually).

FISCAL IMPACT:

In addition to salaries, the City Clerk & City Treasurer are eligible for certain health benefits. Depending on the benefits selected and received, which may include medical coverage, the City Clerk & City Treasurer's current total annual compensation can range from approximately $6,600 to approximately $8,266.67.

If the City Council increases the base compensation from $100 per month to $550 per month, the annual compensation of City Clerk & City Treasurer would increase by $5,400 ($450 x 12).

ALTERNATIVES:

Do not adopt the resolution and provide alternative direction to staff.

BUDGETED?:
Yes

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Resolution 2025-12, CC and CT Salaries.docx
2. Resolution 1988-54: City Clerk Salary
3. Resolution 1982-41: City Treasurer Salary

RESOLUTION 2025-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE SALARIES OF CITY CLERK AND CITY TREASURER

WHEREAS, Resolutions 1982-41 and 1988-54 respectively, set the salary limit for the City Clerk and City Treasurer at $1,200 annually; and

WHEREAS, recognizing the value of the City Clerk and City Treasurer's contributions, the City Council desires to adjust their salary to the reflect the current market rate of $550 per month or $6,600 annually.

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

SECTION 1. The City Council approves amendment to the salaries for city clerk and city treasurer to $550 per month ($6,600 annually), authorizes the City Manager to make necessary non-substantive changes, and to execute said agreement.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 28th day of January 28, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkey, City Attorney

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-12, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of January, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

RESOLUTION NO. 1988-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, FIXING AND ESTABLISHING THE SALARY OF THE CITY CLERK AND RESCINDING RESOLUTION NO. 1975-54

WHEREAS, it is necessary to clarify the salary of the City Clerk;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Banning that the salary of the City Clerk shall be established at $1,200.00 per year ($100.00 per month) effective November 9, 1988; and

BE IT FURTHER RESOLVED that the sum of $290.00 be appropriated from the Contingent Account to the City Clerk's account to provide sufficient funds for this salary during fiscal year 1988-89; and

BE IT FURTHER RESOLVED that the above $1,200.00 annual salary be placed in the City Clerk's Budget each year in the future.

PASSED, APPROVED AND ADOPTED this 25th day of October, 1988.

Larry Higgins, Mayor

ATTEST:

Lucille M. Elizondo, City Clerk

CERTIFICATION

I, LUCILLE M. ELIZONDO, City Clerk of the City of Banning, California, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 25th day of October, 1988, by the following vote, to wit:

AYES: Councilmembers Cowles, Shledon, Williams, Lawrence, Mayor Higgins
NOES: None
ABSTAIN: None
ABSENT: None

Lucille M. Elizondo, City Clerk
City of Banning, California

(S E A L)

RESOLUTION NO. 1982-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, REVOKING DELEGATION OF AUTHORITY TO CITY TREASURER TO INVEST OR TO REINVEST FUNDS OF THE CITY OF BANNING, OR TO SELL OR EXCHANGE SECURITIES SO PURCHASED AND REPEALING RESOLUTIONS NO. 1974-24 AND 1978-24

WHEREAS, the City Council of the City of Banning ("this City Council") is authorized by California Government Code Section 53601 when a determination is made that the City of Banning has money in a sinking fund of, or surplus money in its treasury not required for the immediate necessities of the City of Banning, to invest such portion of the money as this City Council deems wise or expedient in certain legal and authorized investments; and

WHEREAS, the City Council is further authorized by California Government Code Section 53607 to delegate to the Treasurer of the City of Banning its authority to invest or reinvest funds of the City, or to sell or exchange securities so purchased, until such time as the delegation of authority is revoked; and

WHEREAS, the City Council by its adoption of Resolution No. 1974-24 on May 14, 1974, delegated its authority to invest or to reinvest funds of the City of Banning, or to sell or exchange securities so purchased, to the Treasurer of the City of Banning, for which the City agreed to compensate the Treasurer an additional $300 per month, bringing his total monthly salary to $400 per month; and

WHEREAS, by the adoption of Resolution No. 1978-24 on April 10, 1978, this additional compensation for investing or reinvesting municipal funds was increased by $100 per month,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning, California, that the delegation of authority to the Treasurer of the City of Banning to invest or to reinvest funds of the City of Banning, or to sell or exchange securities so purchased, is hereby revoked pursuant to California Government Code Section 53607 and the Treasurer of the City of Banning is hereby relieved of his duty of making a monthly report of such transactions to this City Council; and

BE IT FURTHER RESOLVED that Resolutions No. 1974-24 and 1978-24 adopted by the City Council on May 14, 1974, and April 10, 1978, are hereby repealed.

BE IT FURTHER RESOLVED that the City Treasurer of Banning will now be compensated as provided for by the City Council in Ordinance No. 470 dated March 6, 1960, at a total of $100 per month.

PASSED AND ADOPTED this 9th day of August, 1982.

Carl W Wallace
Mayor, City of Banning, California

ATTEST:

Lucille M. Elzinga
City Clerk of the City of
Banning, California

CERTIFICATION

I, LUCILLE M. ELIZONDO, City Clerk of the City of Banning, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on August 9, 1982, by the following vote, to wit:

AYES: Councilmembers Burgess, Page, Williams, Kohagen, Mayor Wolfram
NOES: None
ABSENT: None

Lucille M. Elizondo, City Clerk

(S E A L)

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Doug Schulze, City Manager**

MEETING DATE: **January 28, 2025**

SUBJECT: **Consideration of Resolution 2025-14, Authorizing the City Manager to Sign Lease Agreement for 555 S. 22nd Street**

RECOMMENDATION:

Adopt Resolution 2025-14.

BACKGROUND:

The City of Banning was awarded a grant of $7M from the Board of State and Community Corrections. The award provides 100% funding for the City of Banning Community Safety and Re-Entry Program. The goal of the program is to reduce recidivism and homelessness by providing support services to incarcerated individuals at Larry D. Smith Correctional Facility prior to release. This will include connection with behavioral health services, addiction and recovery services, social services, employment opportunities, housing, and transportation to last known residence.

Individuals who meet program criteria and do not have housing may qualify for housing through the Community Safety and Re-Entry Program. Housing availability in Banning is limited, but the property at 555 S. 22nd Street has recently become available. Prior to placement of any individual in rental housing, program staff will conduct assessments to determine if the individual is a good candidate for an independent living situation. This assessment will include behavioral issues, substance abuse issues, and the individual's ability and desire to work toward personal improvement. It is expected that most individuals who need housing assistance will first be placed at Opportunity Village to give staff time to observe behavior and assess the individual prior to placement in rental housing.

JUSTIFICATION:

For the past 8 years, the City has had adopted priorities to reduce homelessness and improve community safety. This program is consistent with adopted priorities.

FISCAL IMPACT:

The total 3-year cost of the lease agreement is $99,000 and, the entire cost will be funded by the BSCC Prop. 47 grant. A budget amendment will be required at a future meeting.

ALTERNATIVES:

Do not approve.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-14, Lease Agreement 22nd.docx
2. 555 S 22nd Street.pdf

RESOLUTION 2025-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT FOR RENTAL PROPERTY AT 555 S. 22ND STREET, BANNING, CA 92220

WHEREAS, the City of Banning was awarded a $7,000,000 grant from the Board of State and Community Corrections; and

WHEREAS, the grant proceeds fund 100% of the cost of the Banning Community Safety and Re-Entry Program; and

WHEREAS, the Banning Community Safety and Re-Entry Program is consistent with the adopted priorities of the City Council, including reducing homelessness and creating a safe city; and

WHEREAS, the Banning Community Safety and Re-Entry Program includes providing temporary housing for qualified individuals; and

WHEREAS, the owners of 555 S. 22nd Street are willing to lease the property to the City of Banning for use as temporary housing for homeless individuals.

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

SECTION 1. The City Council approves the lease agreement with Benito Avila and Steven Valverde, authorizes the City Manager to make necessary non-substantive changes, and to execute said agreement.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 28th day of January, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-14, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of January, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Lease Agreement

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 6/24)

Date _____, _City Of Banning_ ("Tenant")
and _Benito Avila , Steven Valverde_ Rental Property Owner ("RPO"), Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. **PROPERTY:**
   A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: _555 S 22nd St , Banning, Ca 92220_ ("Premises").
   B. The Premises are for the sole use as a personal residence by the following named person(s) only: _City Of Banning, Tennants Banning selects_.
   Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than **14 (or _____) days** without Housing Provider's written consent.
   C. The following personal property, maintained pursuant to **paragraph 11**, is included: _____ or ☐ (if checked) the personal property on the attached addendum is included.
   D. The Premises may be subject to a local rent or eviction control ordinance, or both.
2. **TERM:** The term begins on (date) _____ ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.
   (Check A or B):
   ☐ A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
   ☒ B. **Lease:** This Agreement shall terminate on (date) ~~12/31/2027~~ 11/1/28 S.V at _____ ☐ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.
   A. Tenant agrees to pay $ lump sum 3,712 S.V per ~~month~~ for the term of the Agreement.
   B. Rent is payable in advance on the **1st (or _____) day** of each calendar month, and is delinquent on the next day.
   C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
   D. **PAYMENT:**
      (1) Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, made payable to _Benito Avila_, ☐ wire/electronic payment to _____, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.
      (2) Rent shall be delivered to (name) _Benito Avila or Steven Valverde_ (whose phone number is) _(714)395-9354_ at (address) _7654 Sterling Ave, San Bernardino Ca, 92410_ (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).
      (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☐ money order, or ☐ cashier's check.
   E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.
4. **SECURITY DEPOSIT:**
   A. Tenant agrees to pay $_2,700.00_ as a security deposit.
   (The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)
   B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.
   C. Security deposit will be ☐ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.

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D. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

F. No interest will be paid on security deposit unless required by local law.

G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ wire/ electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from 12/20/2024 to 1/1/2025 (date)	$97,200.00		$97,200.00	12/20/2024	Benito Avila
Security Deposit	$2,700.00		$2,700.00		
Other					
Other					
Total	$99,900.00		$99,900.00		

6. **LATE CHARGE; RETURNED CHECKS:**

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or _____) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $_____ or _____% of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

☒ A. Parking is permitted as follows: *Driveway, Garage*

The right to parking ☐ is ☐ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR ☐ B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

☐ A. Storage is permitted as follows: _____

The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☒ B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: _____ except _____, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

☐ A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

☐ B. **Gas Meter:** The Premises does not have a separate gas meter.

☐ C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).
(Check all that apply:)
☐ **A.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
☐ **B.** **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or ____) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.
☐ **C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or _____) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
☐ **D.** Other: _____.

11. **MAINTENANCE USE AND REPORTING:**
A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
B. ☐ Housing Provider ☐ Tenant ☐ HOA shall water the garden, landscaping, trees and shrubs, except: _____
C. ☐ Housing Provider ☐ Tenant ☐ HOA shall maintain the garden, landscaping, trees and shrubs, except: _____
D. ☐ Housing Provider ☐ Tenant shall maintain _____.
E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.
F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
G. **PERIODIC PEST CONTROL:** ☐ Housing Provider ☐ Tenant shall pay for periodic pest control by the following service provider: _____. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: $ _____ per _____.
H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____.
I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. **ANIMALS:** Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. **SMOKING**:
A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
B. The Premises or common areas may be subject to a local non-smoking ordinance.
C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____.

15. **RULES/REGULATIONS:**
A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
B. **(If applicable, check one)**
☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within ____ days or _____.
OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**
   A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant, or Housing Provider shall have the right to deduct such amounts from the security deposit.
   B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.
   C. **(Check one)**
   ☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.
   OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.
17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.
18. **KEYS; LOCKS:**
   A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ _____):

☒ 2 key(s) to Premises,	☐ _____ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____,
☐ _____ key(s) to common area(s),	☐ _____,

   B. Tenant acknowledges that locks to the Premises ☐ have, ☐ have not, been re-keyed.
   C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.
19. **ENTRY:**
   A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.
   B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:
   (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.
   (2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.
   (3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
   (4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.
   C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).
20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**
   A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.
   B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.
21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.
22. **ASSIGNMENT; SUBLETTING:**
   A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.
   B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.
   C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
24. **POSSESSION:**
    A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.
    OR (2) ☐ Tenant is already in possession of the Premises.
    B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.
25. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
    A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____.
    B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
    C. **Right to Pre-Move-Out Inspection and Repairs: (i)** After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).
26. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.
27. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
28. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.
29. **INSURANCE:**
    A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**
    B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.
    C. ☐ Tenant shall obtain liability insurance, in an amount not less than $_____ for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: **(i)** as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and **(ii)** as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.
30. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☐ Portable Dishwasher ☐ Portable Washing Machine.
31. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
32 **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: _____ Tenant: _____

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
34. **REPRESENTATION**
    A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
    B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.
35. **MEDIATION:**
    A. Consistent with **paragraphs 35B** and **35C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
    B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
    C. Housing Provider and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $_____), except as provided in **paragraph 35A**.
37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
38. **DISCLOSURES:**
    A. [X] **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
    B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
    C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
    D. [ ] **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
    E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
    F. [ ] **OTHER MATERIAL FACTS:** _____
    _____
    _____
    G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Tenant's Initials _____ / _____ Housing Providers Initials

Premises: *555 S 22nd St , Banning, Ca 92220* Date: 11/11/24

41. **AGENCY:**
   A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:
   Housing Provider's Brokerage Firm _____ License Number _____
   Is the broker of (check one): ☐ the Housing Provider; or ☐ both the Tenant and Housing Provider (Dual Agent).
   Housing Provider's Agent _____ License Number _____
   Is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).
   Tenant's Brokerage Firm _____ License Number _____
   Is the broker of (check one): ☐ the Tenant; or ☐ both the Tenant and Housing Provider (Dual Agent).
   Tenant's Agent _____ License Number _____
   Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).
   B. **DISCLOSURE:** ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.
   C. **TERMINATION OF AGENCY RELATIONSHIP:**
      (1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
      (2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).
42. ☐ **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.
43. **NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.
44. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).
45. **RECEIPT:** If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.
46. **CITY, COUNTY OR OTHER LOCAL REQUIREMENTS:** Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.
47. **OTHER TERMS AND CONDITIONS;** If checked, the following ATTACHED documents are incorporated in this Agreement: ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); ☐ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)
   ☐ Other Documents/Addenda: _____
   ☐ Other Terms: _____
48. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 51** or **52** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
49. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____. Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).
50. The Premises is being managed by Owner, (or, if checked):
   ☐ Housing ~~Provider's Brokerage Firm in Real Estate~~ Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section
   ☐ Property Management firm immediately below
   Real Estate Broker (Property Manager) _____ ~~DRE Lic #~~ _____
   (Agent) _____ DRE Lic # _____
   Address _____ Telephone # _____

Tenant's Initials _____ / _____ Housing Providers Initials B.A / S.V

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

51. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 48** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is: _____, _____.

(4) A. If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

B. If Property is sold under the jurisdiction of a probate court, identify Tenant as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

_____.

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Tenant: *City Of Banning*

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Tenant: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Brandon Robinson, Electrical Engineering Supervisor** **Art Vela, Director of Public Works**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Accept the Notices of Completion for San Gorgonio Substation Construction and the San Gorgonio Substation 12kV Extension Projects and Authorize the City Manager to Sign and the City Clerk to Record both Notices of Completion**

RECOMMENDATION:

Staff recommends that City Council accept the San Gorgonio Substation Construction and the San Gorgonio Substation 12kV Extension Projects as complete, authorize the City Manager to sign and the City Clerk to record the Notices of Completion for each project.

BACKGROUND:

On September 28, 2021, the City Council adopted Resolution 2021-81, awarding the Construction contract for the San Gorgonio Substation Construction Project to Electric Power Systems International, Inc. of Santa Ana, California.

The scope of work included the furnishing of all labor, materials, equipment, services, and incidentals necessary for grading, excavation, installation of concrete foundations, transformers, circuit breakers, metal-clad buildings, disconnect switches, steel bus work, lightning arrestors, insulators, protective relays, fuses, conductors and other substation components required for electric power distribution at 176 E. Lincoln Street in Banning, California.

On September 10, 2024, the City Council adopted Resolution 2024-146, awarding the Construction contract for the San Gorgonio 12kV Extension Project to Electric Power Systems International, Inc. of Santa Ana, California. The scope of work included a distribution line extension that connects San Gorgonio Substation with distribution circuits that were previously served by Alola Substation.

JUSTIFICATION:

It was necessary to improve the City's electric utility's electric grid by replacing aging infrastructure, which allows for better resiliency and less outage duration. Additionally, the City was required to spend funds that had been specifically earmarked for the upgrades substation facilities throughout the service territory.

FISCAL IMPACT:

The contract amount for the San Gorgonio Substation Construction project was $3,299,208.00 which included a 10% contingency. The final contract amount including change orders is $3,578,089.00. The

contract amount for the San Gorgonio 12kV Extension Project was $58,039.60, with a final amount including change orders of $63,943.60.

ALTERNATIVES:

Do not accept both Notices of Completion and provide alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. NOC_EPS - San Gorgonio Substation.docx
2. NOC_EPS - San Gorgonio Substation 12kV.docx

Recording Requested by:
Office of the City Clerk
City of Banning
P.O. Box 998
Banning, California 92220

Exempt from Recording Fees Pursuant to Government Code §6103

NOTICE OF COMPLETION
"SAN GORGONIO SUBSTATION CONSTRUCTION PROJECT"

THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City of Banning, a municipal corporation, pursuant to the provisions of Section 9204 of the Civil Code of the State of California, and San Gorgonio Substation Construction Project is hereby accepted by the City of Banning, pursuant to authority conferred by the City Council this January 28, 2025, and the grantees consent to recordation thereof by its duly authorized agent.

That the OWNER, the City of Banning, and Electric Power Systems International Inc. of Santa Ana, California, the vendee, entered into an agreement dated October 12, 2021, for "San Gorgonio Substation Construction Project".

The principal items of work for the construction of the substation included grading, excavation, installation of concrete foundations, transformers, circuit breakers, metal-clad buildings, disconnect switches, steel bus work, lightning arrestors, insulators, protective relays, fuses, conductors and other substation components required for electric power distribution.
The work was performed in the City of Banning, CA 92220.

That the work was substantially completed June 14, 2024, for "San Gorgonio Substation Construction Project."

(1) The Nature of Interest the construction of an electric power distribution substation completed on June 14, 2024 for "San Gorgonio Substation Construction Project."

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

(3) That said construction work was performed at 176 E. Lincoln Street, in Banning, California 92220.

(4) That the original contractor for said improvement was Electric Power Systems International, Inc., State Contractor License No. 1068030 C-10.

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

(6) The nature of interest is in fee.

Dated: January 28, 2024

CITY OF BANNING
A Municipal Corporation

By_____
Douglas Schulze
City Manager

ATTEST:

_____
Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2025 by _____, who proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(S e a l)

_____
Notary Public in and for said County and State

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE }

CAROLINE PATTON, being duly sworn, deposes and says:

That I am the Administrative City Clerk of the City of Banning, which City caused the work to be performed on the real property hereinabove described, and is authorized to execute this Notice of Completion on behalf of said City; that I have read the foregoing Notice and know the contents thereof, and that the facts stated therein are true based upon information available to the City of Banning, and that I make this verification on behalf of said City of Banning. I declare under perjury that the foregoing is true and correct.
Executed on _____, 2025 at Banning, California.

_____
Administrative City Clerk
City of Banning

Recording Requested by:
Office of the City Clerk
City of Banning
P.O. Box 998
Banning, California 92220

Exempt from Recording Fees Pursuant to Government Code §6103

NOTICE OF COMPLETION
"SAN GORGONIO SUBSTATION 12KV EXTENSION PROJECT"

THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City of Banning, a municipal corporation, pursuant to the provisions of Section 9204 of the Civil Code of the State of California, and San Gorgonio Substation 12kV Extension Project is hereby accepted by the City of Banning, pursuant to authority conferred by the City Council this January 28, 2025, and the grantees consent to recordation thereof by its duly authorized agent.

That the OWNER, the City of Banning, and Electric Power Systems International Inc. of Santa Ana, California, the vendee, entered into an agreement dated September 10, 2024, for "San Gorgonio Substation 12kV Extension Project".

The principal items of work for the construction of the substation included grading, excavation, installation of concrete foundations, vaults, and conduit as required for electric power distribution.
The work was performed in the City of Banning, CA 92220.

That the work was substantially completed January 8, 2025, for "San Gorgonio 12kV Extension Construction Project."

(1) The Nature of Interest the construction of an electric power distribution substation completed on January 8, 2025 for "San Gorgonio Substation 12kV Extension Project."

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

(3) That said construction work was performed at 176 E. Lincoln Street, in Banning, California 92220.

(4) That the original contractor for said improvement was Electric Power Systems International, Inc., State Contractor License No. 1068030 C-10.

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

(6) The nature of interest is in fee.

Dated: January 28, 2024

CITY OF BANNING
A Municipal Corporation

By_____
Douglas Schulze
City Manager

ATTEST:

_____
Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2025 by _____, who proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(S e a l)

_____
Notary Public in and for said County and State

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE }

CAROLINE PATTON, being duly sworn, deposes and says:

That I am the Administrative City Clerk of the City of Banning, which City caused the work to be performed on the real property hereinabove described, and is authorized to execute this Notice of Completion on behalf of said City; that I have read the foregoing Notice and know the contents thereof, and that the facts stated therein are true based upon information available to the City of Banning, and that I make this verification on behalf of said City of Banning. I declare under perjury that the foregoing is true and correct.
Executed on _____, 2025 at Banning, California.

_____
Administrative City Clerk,
City of Banning

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Updating the City Council on the Implications of the Santa Ana Regional Board (SARB) Including the City of Banning in its Total Maximum Daily Load (TMDL) Basin Plan Amendment**

RECOMMENDATION:

Discuss the background, staff efforts and consequences of the Santa Ana Regional Water Quality Control Board (SARB) including the City of Banning into their Total Maximum Daily Load (TMDL) Basin Plan Amendment and obtain direction on several options to dispute this action.

BACKGROUND:

The National Pollutant Discharge Elimination System (NPDES) is a federally mandated program to control pollution from both point and non-point sources, including runoff from urban (municipal), industrial, construction, and agricultural areas. The program originated under the Clean Water Act and was expanded through amendments enacted by Congress in 1987. These amendments introduced specific requirements for municipal separate storm sewer systems (MS4s), which were mandated to obtain NPDES permits by established deadlines to manage stormwater discharges and prevent pollution of receiving water bodies.

In California, the Porter Cologne Water Quality Control Act complements the federal framework by establishing the California State Water Resources Control Board and nine Regional Water Quality Control Boards. The nine Regional Water Quality Control Boards are tasked with addressing water quality issues at the local level and ensuring compliance with both state and federal water quality regulations. To control discharges from the MS4, the Regional Water Quality Control Boards issue NPDES MS4 Permits to public agencies who own, operate, or maintain an MS4. Each Regional Water Quality Control Board's jurisdiction is generally defined by hydrologic boundaries. The City of Banning sits within two distinct hydrologic boundaries, described below:

California Regional Water Quality Control Board – Colorado River Region (Region 7)
The majority of the City of Banning's drainage is tributary to the Whitewater River, which is governed by Region 7. The Whitewater River subarea includes ten municipalities, including Banning at the headwaters, as the river flows to the Salton Sea. This particular watershed does not have an outlet to an ocean, as the Salton Sea is a sump with no natural drainage outlet.

California Regional Water Quality Control Board – Santa Ana River Region (Region 8)
A small portion of the City of Banning has historic and tributary flows within Region 8, tributary to the San Jacinto River. This area encompasses a small portion of the western portion of the City, including a portion of the San Gorgonio Memorial Hospital, the Sun Lakes Village Shopping Center, and about 1/3 of

the Sun Lakes HOA. These areas drain to Potrero Creek at Highland Springs Ave and Breckenridge Ave, then south through the hills into the San Jacinto River, then to Canyon Lake, and ultimately Lake Elsinore. This watershed does not have an outlet to an ocean, as Lake Elsinore is a sump with no natural drainage outlet.

The historic watershed tributary to Potrero Creek is a little over 300 acres of the city's 23.2 square miles, or 2% of the City's jurisdictional limits. This watershed has been significantly altered over the course of 100 years of development. The portions north of Interstate 10 were re-routed easterly with construction of the Interstate, and no longer drain to Potrero Creek, but rather Smith Creek which is tributary to the Whitewater River. The watershed was also impacted by the construction of the Sun Lakes Village Shopping Center and the Sun Lakes HOA.

City MS4 and Sun Lakes Country Club/HOA

Under the MS4 Permit, every municipality is required to maintain its MS4, which includes channels, storm drains, catch basins, detention basins, and other publicly owned infrastructure, to meet the local water board's MS4 Permit requirements. This is required for any facility that is owned, operated, and/or maintained by the City of Banning. The City is also required to ensure that where these systems outlet into natural drainage courses, that water quality sampling is completed to show that end of pipe discharges meet established water quality criteria. For the areas in Banning regulated under Region 7's MS4 Permit, this is conducted at the end of the Ramsey Storm Drain system, with an outfall south of I-10 and north of the airport.

The City is not responsible for storm drain systems that are privately owned or maintained. All the storm drain lines within the Sun Lakes HOA are private facilities, outside the City of Banning's jurisdiction. As such, the City's MS4 Permit obligations end as storm water is discharged into the Sun Lakes Community. As designed, storm water from both the City of Banning and the City of Beaumont have discharges into the golf course and waterways that are not subject to MS4 Permit requirements.

The design of Sun Lakes Country Club has an effect of further reducing the watershed that is tributary to Potrero Creek that the City is responsible for under the MS4 Permit. What is left of the 300 acres is about 5.5 acres of surface flows on Highland Springs Ave, east of the centerline of the road, and from a point north of Glen Eagles Drive.

NPDES MS4 Permit Coverage

It is common for jurisdictions to fall within the boundaries of multiple Regional Water Quality Control Boards, requiring coverage under separate MS4 Permits for each watershed that they are part of. For example, Menifee and Murrieta's city boundaries are in both the Santa Ana and San Diego Regional Boards jurisdiction, and Pomona and Claremont are both within the Santa Ana and Los Angeles Regional Boards' jurisdiction.

For the City of Banning, it was not until Region 8 was updating the Santa Ana River Basin Plan, which prescribes water quality standards for water bodies within Region 8, that it was discovered that a portion of Banning that drains to Potrero Creek has not been covered under a MS4 permit in Region 8. The outcome of discussion with Region 8 staff at the time we were made aware of this lack of permit coverage, was that the City of Banning would be required to become a co-permittee to the Santa Ana River Regional Water Quality Control Board. This would include new annual expenses due to requirements listed in Region 8's MS4 Permit in addition to the expenses incurred to comply with the Region 7 MS4 Permit for the majority of the City. The City would also be obligated to pay an annual fee of $18,196 to each Regional Water Quality Control Board.

City staff worked with Region 8 staff on alternatives for consideration, given the very limited size of the area to be regulated by Region 8. Section 13228 of the California Water Code allows one Region to designate responsibility to another region. In this case, Region 8 would designate the 5.5 acres of covered area to Region 7, with concurrence from Region 7. City staff has prepared a Request for

Designation and submitted that to Region 8 staff. That effort is currently in process and has had verbal support from Region 8 to continue with this effort. If accepted by all parties, the City of Banning would NOT be a co-permittee on the Santa Ana River Regional Water Quality Control Board and would NOT pay additional fees to Region 8. Rather, the Colorado River Regional Board would be designated as the party responsible for ensuring that outflows to Potrero Creek meet the requirements of Region 8 under our current MS4 permit with Region 7.

Each Region has a new MS4 Permit that will be adopted in 2025. The Region 8 MS4 Permit will likely be adopted prior to the City's Region 7 MS4 Permit. The Permits have different requirements and regulations, with the MS4 Permit from Region 8 having more stringent and costly requirements than the City's Region 7 MS4 Permit.

Lake Elsinore/Canyon Lake (LE/CL) Total Maximum Daily Load (TMDL)

Each Regional Water Quality Control Board has a Water Quality Control Plan, commonly referred to as "Basin Plans," which are regional planning documents to establish water quality standards and outline strategies for protecting and enhancing the beneficial uses of water within specific watersheds. The Basin Plans identify water quality objectives, implementation programs, and water quality monitoring requirements to ensure compliance with state and federal water quality laws. MS4 Permits are the implementation mechanism for Regional Water Quality Control Boards to require municipalities to meet the water quality standards listed within the Basin Plan; the Basin Plan also designates requirements for construction, industrial, and agricultural dischargers, and those dischargers have their own NPDES permits.

Through water quality monitoring mandated by NPDES Permits (including the MS4 Permit), the Regional Water Quality Control Boards evaluate the health of water bodies and determine if they are impaired according to their beneficial uses. Examples of beneficial uses include water contact recreation, drinking water supply, and warm freshwater habitat. If a water body continues to be impaired by not being able to sustain its prescribed beneficial uses, the Regional Water Quality Control Boards incorporate TMDLs into their Basin Plans to eventually restore that beneficial use. TMDLs establish the maximum amount of a pollutant that a water body can receive while still meeting water quality standards for beneficial uses.

Potrero Creek in the City of Banning drains into the Santa Ana Regional Board jurisdictional area and into the San Jacinto River sub-watershed, which outlets to Canyon Lake (CL) and Lake Elsinore (LE). Both of these lakes were found to have significant levels of pollution due to tributary runoff conveying significant amounts of nutrients, nitrogen and phosphorus. The excess nutrients caused significant eutrophication events (commonly referred to as algal blooms) and caused fish kills. Both lakes are designated with the warm freshwater habitat beneficial use within the Santa Ana River Basin Plan. As a result, Region 8 developed the LE/CL Nutrients TMDL in 2004.

To collectively work together on restoring the beneficial uses, various agencies under multiple different NPDES Permits came together to form the LE/CL Task Force. The LE/CL Task Force pools funding from various entities (including military, transportation, and agriculture) to fund projects that study the pollution within the lakes, and implement projects to restore the beneficial use, as required by each NPDES permit. The LE/CL Task Force also includes Region 8 as a non-funding task force member.

The City of Banning was NOT designated as a responsible party within the Santa Ana River Basin Plan, nor the TMDL in 2004; records of that decision were not available or clear from Region 8 as to why the City was not included.

The LE/CL Task Force began to develop an amendment to the Santa Ana River Basin Plan to revise the TMDL in 2015 since the warm freshwater habitat beneficial use had not been restored over the 11 years since the TMDL had been in effect. Since June 18, 2015, Region 8 and the LE/CL Task Force have been collaborating to revise the TMDL so that the lakes can eventually meet the water quality criteria that protects the warm freshwater habitat beneficial use.

The City of Banning was notified by the Regional Board and a consultant working for the LE/CL Task Force in June of 2023 that the City was being included as a responsible party to the TMDL, 8 years after the update process began, based on updated GIS and Historical mapping activities. City staff responded to the request by working with our regional partner, the Riverside County Flood Control and Water Conservation District, to understand the request, the impacts, and how to respond to the LE/CL Task Force and Region 8 staff. A summary of the actions completed by City staff to date is included below:

Notification and Correspondence with the Regional Board 8

- The City was first formally notified of its inclusion in the Basin Plan and TMDL when Barbara Barry, Senior Environmental Scientist for Region 8, contacted Banning staff stating she would like to discuss the fact that they just discovered that Banning flows into the San Jacinto River sub-watershed in July of 2023.
- City staff met her the next workday, assuming she did not realize Banning is in Region 7 and thought it would be a 2-minute meeting.
- Realizing that she did indeed state the City discharged into the San Jacinto River Watershed, City staff told her we would have to research the drainage and respond formally with a letter after the City could conduct research on the matter.
- At this time, the City was NOT included as a stakeholder on the LE/CL Task Force in the prior 8 years of work that was completed on the Basin Plan and TMDL update.

Initial City Response – Formal Letter to Region 8 (Att. 2) Dated January 30, 2024

- Addressed to Lauren Briggs, Environmental Scientist of Region 8, in a letter dated January 30, 2024.
- After performing research and calculations and developing detailed technical exhibits, the City determined that there is hydrologic and geographic disconnection between the City and the lakes and included seven (7) exhibits with the letter.
- The City is hydrologically disconnected from discharging into Canyon Lake and has a 3 hour 100-year retention requirement in its Stormwater Ordinance.
- The City's runoff drains to Mystic Lake first before it reaches Canyon Lake and then Lake Elsinore. Mystic Lake has not discharged water since the 1990s and has not discharged water since adoption of the TMDL in 2004. Since the TMDL was established, Banning's runoff has not reached Canyon Lake or Lake Elsinore.
- The hydraulic boundary maps, supplied by GEI, the Task Force consultant, does not correctly reflect the built-out conditions in the City and relies on old topographic data.
- The TMDL was formed in 2004 and begun revisions in 2015, and the City was notified in July of 2023 that it is a responsible party.
- The City asked the TMDL Task Force to provide detailed hydrologic modeling that shows a connection under normal stormwater conditions.
- After this formal letter, 2 follow-up emails requesting a response were sent and Region 8 responded on March 1, 2024 by arranging a meeting on March 18, 2024.

Meeting with Region 8 Staff and Executive Director held at their office on March 18, 2024

- Region 8 stated they would analyze the City's true contributions and impacts to the TMDL and confirm if they were based on information provided in the Exhibits provided by the City. They agreed any contributions were "very small."
- The Executive Officer stated this would be the "beginning" of future discussions with the City. Meeting with Region 8 staff held via Microsoft Teams on April 15, 2024.
- Region 8 staff told the City to complete the process to join the Santa Ana Region MS4 permit through submittal of a Report of Waste Discharge (ROWD). Stated they would assist the City with the process.
- Only follow up from the meeting was a request to complete this process and provide a timeline to do so, with no assistance or guidance provided to City staff.

2nd Formal Letter - Formal Letter to Region 8 (Att. 3) Dated June 26, 2024

- Addressed to Ray Akhtarshad, Water Resources Control Engineer, of Region 8, in a letter dated June 26, 2024.
- The letter is a response to a request made by Region 8 to submit the status of our timeline to submit a ROWD (NPDES) application to Region 8 .
- City provided a technical evaluation and evidence that only 5.5 acres of half street width from City of Banning drains into the San Jacinto sub watershed, not 300 acres as estimated incorrectly by the LE/CL Task Force.
- Due to this limited amount of discharge, City requested that designation continue under Region 7 for all portions of the City pertaining to the MS4.

3rd Formal Letter to Tess Dunham, LE/CL Task Force Advisor (Att. 4), dated July 29, 2024

- The City should not be listed as a responsible party and removed from the Basin Plan Amendment.
- Santa Ana Region 8 has not provided any response to the January 30, 2024 letter stating Banning should not be included in the TMDL.
- Santa Ana Region 8 has not responded to the June 26, 2024 letter providing a technical evaluation and evidence that only 5.5 acres of half street width from the City of Banning drains into the San Jacinto sub watershed, not 300 acres as estimated incorrectly by the LECL Task Force.
- The City requested again that designation continue under Region 7.

Throughout the above-listed process, Region 8 staff never responded to the City, except to state in an email that the City should complete the ROWD process to join the Region 8 NPDES Permit so the 5.5 acres of runoff can be regulated by Region 8.

September 13, 2024 Region 8 Public Meeting – Cypress, Ca

- Region 8 had stated that a public workshop on the LE/CL TMDL would occur at the September 13, 2024 Regional Board meeting, prior to formal actions regarding the adoption of the TMDL, providing the first opportunity for public comment on the TMDL prior to its adoption.
- City staff prepared to participate in this workshop.
- Prior to the formal agenda preparation and publication, the Regional Board removed the Basin Plan Amendment Workshop from the meeting agenda. This workshop would have been the first opportunity for public comment on the Basin Plan Amendment, and its cancellation left the City with no opportunity to publicly comment on the TMDL to date. The Deputy Director of Public Works/City Engineer prepared a Comment Card (Att. 5) and drove to Cypress City Hall to attend the meeting in person and have three (3) minutes of Public Comment for non-agendized items.
- He told the Santa Ana Regional Board members that Banning was not included in any meetings on the TMDL and most importantly, letters were ignored and never answered.
- The Chairwoman directed the Region 8 Executive Director to respond to Banning and provide them with an opportunity for a Presentation.

Region 8 Response to Public Comments and Chair Direction

- Region 8 did finally respond to the City's two letters on October 24, 2024 (Att. 6) and stated the City had to stay in the TMDL for now, with no regard or response to the City's assertation that only 5.5 acres are in the Region 8 watershed, it is a disadvantaged community, and it does not make sense to include the City of Banning until the TMDL Technical/De-Minimus Study is complete and shows Banning is a contributor, if at all.
- Region 8 falsely stated that it only determined in July 2023 that the City of Banning was to be part of the TMDL, however, Region 8 determined this as early as October 2016 Attachment 8 is a Source Assessment Draft from October 2016. In Figure 4.2, Banning is identified as a jurisdiction within the watershed. This is 7-years prior to the City of Banning being notified of its inclusion as a responsible party to the Basin Plan. Additionally, Attachment 9 is a draft study from TDM Smith from April 2017 that lists Banning in Table 6.3 with proposed waste load allocations. This draft was just over 6-years from when the City of Banning was first notified of its inclusion as a responsible

party to the Basin Plan.

De -Minimus Study

The Basin Plan Amendment to revise the TMDL states that the LE/CL Task Force will perform numerous tasks to meet the TMDL's requirements to protect beneficial uses in the lakes. One of these tasks is a "De-Minimus Study," which will define and identify minor sources of nutrients and identify responsible levels for TMDL implementation for such pollution. The study is intended to be completed within three (3) years of the Basin Plan Amendment's effective date. The City is expecting that its discharge will be considered "De-Minimus" and is adamant that it should not be included in the TMDL until such a determination is made. The current Basin Plan Amendment language states the City will be included in the TMDL now, prior to this De-Minimus Study being performed.

As currently proposed in the Basin Plan, and after the De-Minimus study is completed, if the City is indeed deemed to have an insignificant contribution of discharge to the San Jacinto River watershed, then it may be removed from the TMDL, after paying into it for 3 or more years. Removal from the TMDL is not guaranteed. This is problematic for the City because the current Basin Plan Amendment to revise the TMDLs does not distinguish the City of Banning from other responsible parties. The Basin Plan Amendment specifies tasks that responsible parties are to complete, including some that will be completed before the De-Minimus study is complete. Therefore, the City of Banning will be legally liable to either (a) contribute funds to the LE/CL Task Force to complete those tasks, or (b) complete those tasks on its own. Should the City not complete those tasks specified by the time frame listed in the Basin Plan Amendment, the City could be subject to enforcement and potential monetary fines. Furthermore, even if the study determined that the City of Banning contributes a "de-minimus" level of nutrients, the City of Banning would not be able to immediately remove itself from the requirements of the TMDL. The TMDL would have to go through another Basin Plan Amendment to remove the City as a responsible party. As noted above, the current Basin Plan Amendment has taken over nine years to develop and adopt, and it will take potentially up to two more years following Region 8's approval to be effective – Basin Plan Amendments must also be approved by the State Water Resources Control Board, the Office of Administrative Law, and the U.S. Environmental Protection Agency. Therefore, should the De-Minimus study prove successful for the City of Banning, the City of Banning would still be obligated to implement the requirements of the TMDL until it is effectively removed from the Basin Plan, which would take numerous years to achieve.

Staff finds this approach irrational, nonsensical and not based on scientific fact.

Continued City Concerns

Requiring the City of Banning to pay into TMDL activities would come at the expense of other General Fund programs, including public safety and parks and recreation, and the annual cost is unknown. Current minimum costs are $30,000 annually, with 'significant cost increases' in the coming years to perhaps more than $100,000/year , not including staff time to attend Task Force meetings, comment on reports and studies, etc. The LE/CL Technical Staff Report that supports the justification of the amendment of the Basin Plan estimates up to greater than $1 Billion in expenses to protect the beneficial uses of the lakes, to be borne by the responsible parties listed in the Basin Plan Amendment. Public Works Engineering Division staff vehemently disagree with this requirement, from a technical, equitable and fiscal perspective and feel it is unfair, unreasonable and not correct.

The Regional Board is obligated under AB2108 (signed by Governor on 9/16/22) that added section 189.7 to the Water Code stating that 'Outreach to identify issues of environmental justice needs to begin as early as possible in state board or regional board planning, policy, and permitting processes' and to 'promoting meaningful civic engagement in the public decision making process.' This was signed into law 1-year prior to the City of Banning being notified of its inclusion as a responsible party in the Basin Plan Amendment. The only action taken by Region 8 and the Task Force was to include City staff as task force members in mid-March of 2024, about 9 years after the process began, and 8 years after Task Force documents identified Banning as within the watershed.

The Regional Board does not acknowledge in their technical studies the areas of the San Jacinto River watershed that were diverted by Interstate 10, or that are outside the City's jurisdiction in the MS4 Permit as part of the waste load allocation. The technical report perpetuates these errors by allocating waste loads and consideration on 300-acres, and not the 5.5-acres that are within the City's jurisdiction. There have not been updates by the Task Force that take into consideration the updated facts presented by the City of Banning. Had the City been included with discussion as far back as 2016, these items could have been daylighted and considered in the technical reports.

The Region 8 response did not acknowledge the City's response that we are being asked to contribute for a solution that the City has not directly caused. The June 25, 2024 letter, shown as attachment 3, states the City's arguments as to why it should not be a responsible party to this Basin Plan Amendment.

The Region 8 response also indicates that it is 'unsolicitous' for staff to evaluate individual requests and actions to exempt the City of Banning. It does not acknowledge that the Regional Board had already exempted the City in the initial actions in 2004. Doing so again would not set a new precedent but perpetuate previous Board actions. As noted previously in their response letter, the historic watershed was analyzed not considering diversions and development. The watershed boundaries did not change between 2004 when the City was exempted and with this updated Basin Plan Amendment that was started in 2015.

On February 14, 2025, Region 8 will hold a Public Hearing for the adoption of the Basin Plan Amendment to revise the TMDL. A copy of the City Engineer's draft comments to the Santa Ana Regional Board February 14, 2025 Meeting adopting the Basin Plan Amendment are included as Att. 7 to this staff report for your consideration.

JUSTIFICATION:

City staff is requesting Council's concurrence on the approach being taken with Region 8.

At the upcoming Santa Ana Regional Board meeting on Friday, February 14th in Loma Linda, City staff intends on attending and presenting to the Board members its opposition to the City's inclusion within the Basin Plan and the TMDL. The following are the key points to be included in the letter:

- An application has been submitted to designate the portion of the City under Region 8 area to Region 7, consistent with the remainder of the City.
- The LE/CL Task Force performed inadequate due diligence and outreach during the 9-year update process to include the City of Banning, only doing so for the last year and a half. Existing law (California Water Code 189.7) requires Regional Water Boards to conduct outreach to identify issues of environmental justice as early as possible in regional board planning, policy, and permitting processes. The City is unaware if Region 8 conducted such activities in the City of Banning.
- That Banning is a disadvantaged community, and the full impact of being listed as a responsible entity on the Basin Plan and TMDL may cost in excess of $100,000 annually, taking critical and limited financial resources from Police, Parks, and Streets and Drainage maintenance activity, further reducing the quality of the City's public services and infrastructure.
- The De-Minimus criteria, that Region 8 staff informally believes the City would fall under, will not be developed for 3-years after the Basin Plan is effective, meaning the City would be obligated to implement the TMDL requirements in full and must opt to either (a) pay into the LE/CL Task Force, or (b) implement the requirements on its own until such a date and time that the De-Minimus criteria is established.
- The fact that it took 9 years to update the Basin Plan and TMDL does not give confidence that the De-Minimus Study criteria will be established and adopted in the timeframe of three years stated in the Basin Plan and TMDL.
- Request that the City of Banning be removed as a responsible party, until the De-Minimus criteria have been established. If the City is found to have an impact, the Basin Plan can be amended to

incorporate those additional jurisdictions, after the Study has been completed.

FISCAL IMPACT:

In anticipation of the upcoming new 2025 NPDES Permit cost/fiscal reporting requirements, a new stormwater fund Account 105 was created to track expenses. The TMDL Task Force has not told the City what the annual costs will be, however, Beaumont paid $27,960 for Fiscal Year 2024-25, but that number is anticipated to significantly rise over the next five years due to the tasks required in the Basin Plan Amendment, which are estimated to cost in excess of $1 Billion dollars. The TMDL Task Force has 33 tasks over 30 years, many consultant studies, and those costs are split amongst the 21 cities and agencies in the Task Force group.

ALTERNATIVES:

If the City Council does not agree with the approach to continue to oppose the Santa Ana Regional Board's actions to include the City in the LE/CL Basin Plan and TMDL, additional cost to the City of Banning that may be in excess of $100,000 annually would be assessed as a responsible party to the Basin Plan, plus unknown additional staff time to attend meetings and prepare reports. City staff would continue to pursue the de-minimus criteria once available from Region 8.

If the City Council has another direction to the approach provided, staff will incorporate said approach into our comments.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Att. 1 Presentation 1.28.25.pdf
2. Att. 2 2024_0130 TMDL Applicibility Response Letter.pdf
3. Att. 3 2024_0626 ROWD Response Letter and Designation Request..pdf
4. Att. 4 2024_0726 Draft Basin Plan Amendment Comment Letter.pdf
5. Att. 5 2024_0913 Comments to Regional Board by NS.pdf
6. Att. 6 2024_1024 RB8 Response Letter.pdf
7. Att. 7 DRAFT PC Script to R8 Board - Feb 14th Meeting v3.1.pdf
8. Att. 8 2016_1005 Source Assessment Draft.pdf
9. Att. 9 2017_0417 CDMSmith Ch6 Allocations First Draft.pdf

CITY OF BANNING WATERSHED PRESENTATION

Santa Ana Regional Water Quality Control Board

San Jacinto Watershed and Lake Elsinore/Canyon Lake TMDL

January 28, 2025

Agenda

- Regulatory Framework
- Potrero Creek Watershed in the City of Banning
- Lake Elsinore and Canyon Lake TMDL
- TMDL Update Timeline
- Unanswered City of Banning Concerns
- Requests of the Regional Board
- Requests for City Council

Definitions

- NPDES – National Pollution Discharge Elimination System: Federal Mandate under Clean Water Act
- MS4 - Municipal Separate Storm Sewer System: City maintained pipes, channel, inlets, and basins
- TMDL - Total Maximum Daily Load: Maximum pollutant load allocation to maintain beneficial uses
- LE/CL – Lake Elsinore/Canyon Lake

Purpose

Actions that are being considered by the Santa Ana Regional Water Quality Control Board will have a direct negative financial impact to the City of Banning.

The actions that are being considered have not taken concerns raised by the City of Banning into account

The process by which the City of Banning was notified and included with these actions was improper, delayed, and based on incorrect data

BANNING CALIFORNIA

San Jacinto River Watershed
LE/CL TMDL

Regulatory Background



- Regulated by the State Water Resources Control Board
  - The Porter-Cologne Water Quality Control Act complements the Federal Clean Water Act
  - State is split into 9 regions
  - Banning is within 2 regions
    - Colorado River Basin Regional Water Quality Control Board (Region 7)
    - Santa Ana Regional Water Quality Control Board (Region 8)

Colorado River Basin Region 7

Santa Ana Region 8

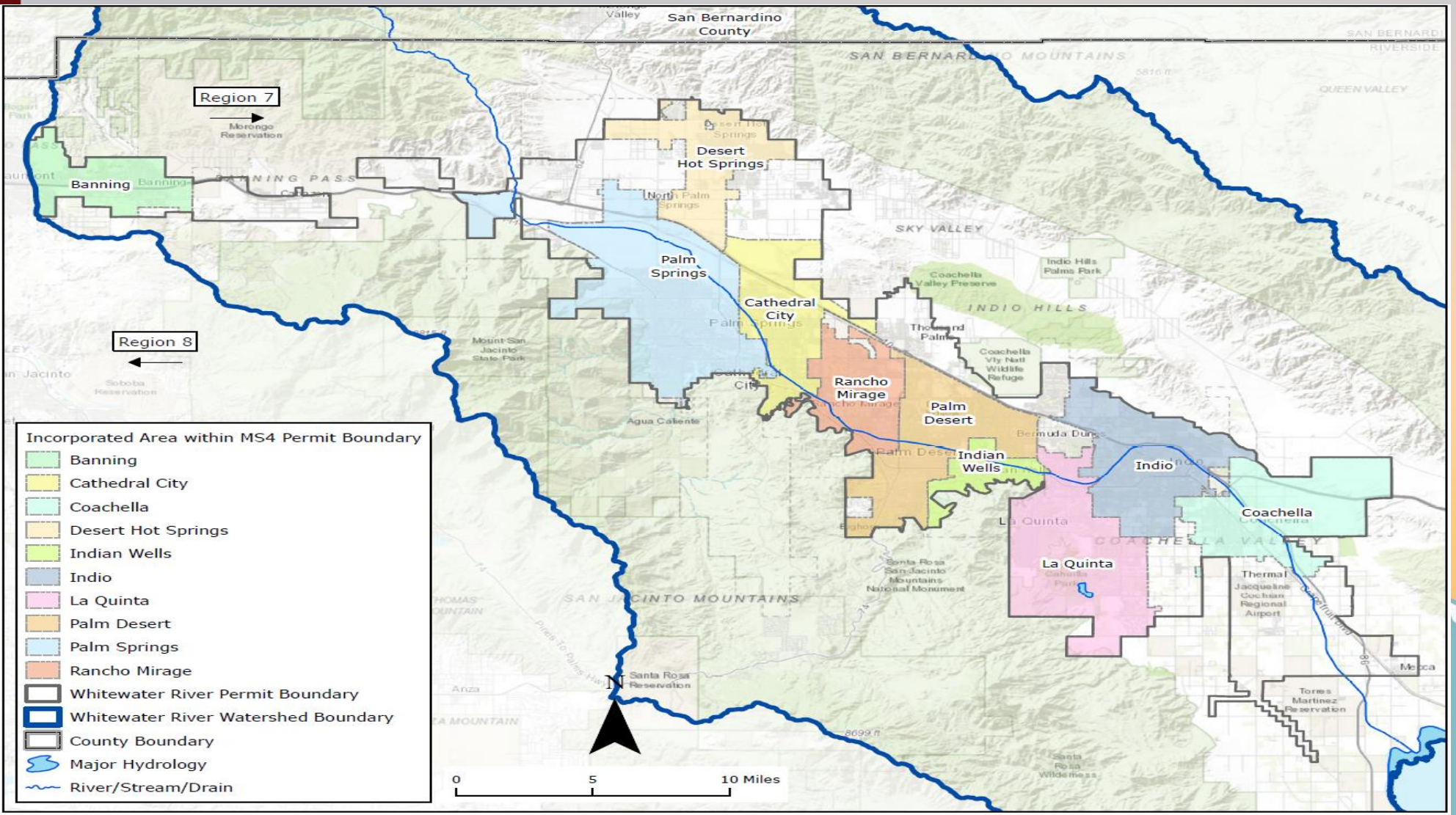
Banning

City of BANNING — INCORPORATED 1913 — ENDLESS OPPORTUNITY

BANNING CALIFORNIA

San Jacinto River Watershed
LE/CL TMDL

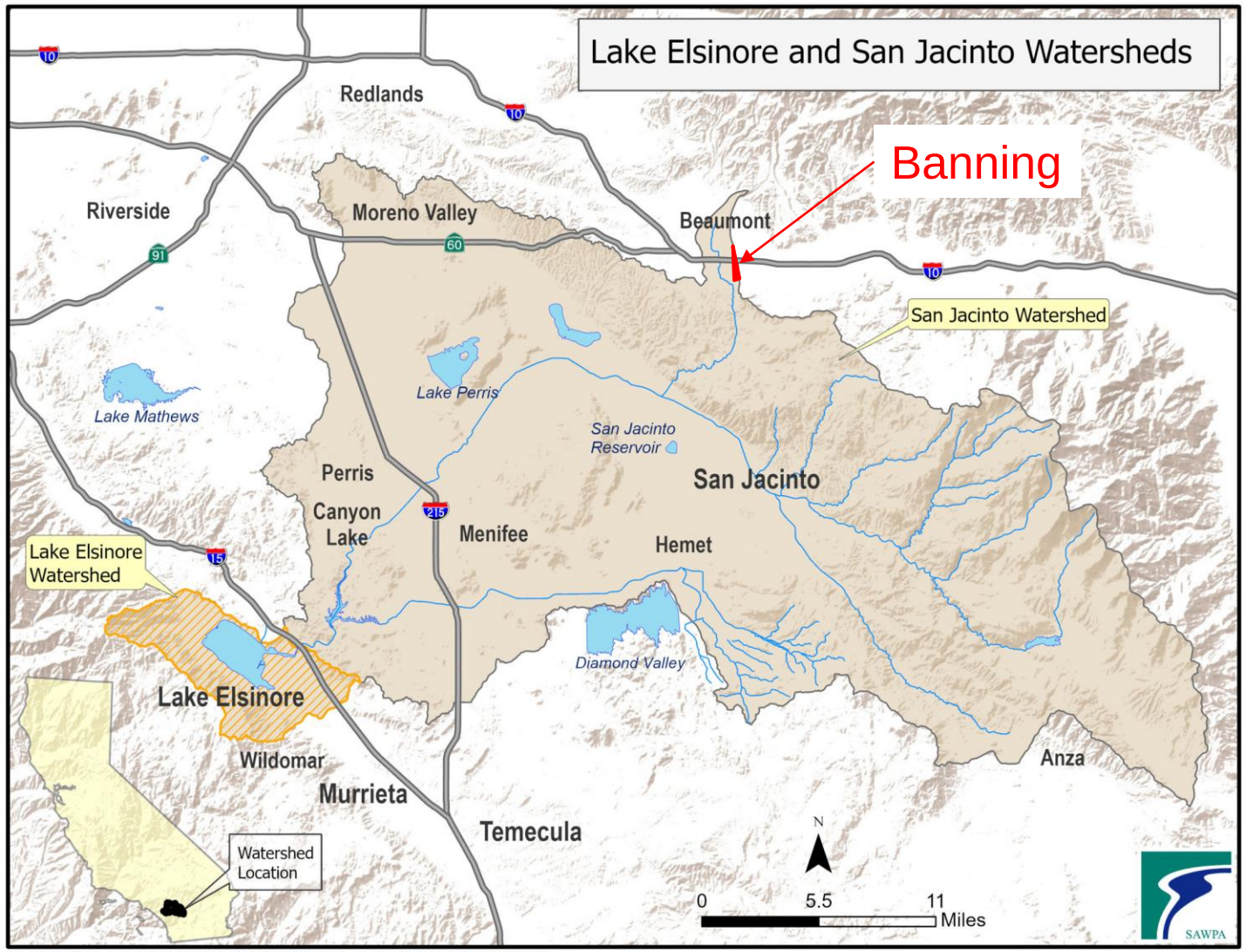
Colorado River Basin Region (Region 7) Whitewater River Watershed



98% of the hydraulic basin within the City of Banning is tributary the Whitewater River Basin; within Region 7's jurisdiction

BANNING CALIFORNIA
San Jacinto River Watershed
LE/CL TMDL

Santa Ana Region (Region 8)
San Jacinto River Watershed



P:\projects\Mark_Norton\LESJWAWebsite\LESJWAWebsite.aprx LoSJWatershedOV SW-2998

- Historic Watershed is about 300 acres
- Diversions occurred with the construction of I-10 in the 1950's
- Sun Lakes is a private MS4, not under City's jurisdiction

- Note: Banning is not shown on the Watershed Map

San Jacinto River Watershed

Historic Watershed that drains to Portreo Creek is approximately 300 acres within the City of Banning Jurisdictional Limits

Potrero Creek is a tributary creek to the San Jacinto River



BANNING HISTORIC WATERSHED
Identified Watershed per GEI Consultants
(related to LE/CL Efforts)

San Jacinto River Watershed

The construction of I-10 in the 1950's created a permanent diversion of water to Smith Creek, in the Whitewater River.

This covers area north of the Union Pacific Railroad, including the San Gorgonio Hospital and commercial district along a portion of Joshua Palmer Way



BANNING
CALIFORNIA

San Jacinto River Watershed
LE/CL TMDL

San Jacinto River Watershed

The Sun Lakes community has a private golf course and private MS4 storm drain system.

Private MS4 is not regulated by the City of Banning's MS4 Permit

Areas that drain to a private MS4 are not regulated by the City's MS4 system, as the outlet is not to a waters of the United States

This exclusion includes Sun Lakes, the Sun Lakes Village Shopping Center, and portions of Sun Lakes Boulevard and Highland Springs Ave



San Jacinto River Watershed

After all allowable exclusions, there is approximately 5.5 acres of Highland Springs Ave that drains directly to Portrero Creek

This is the area of the historic watershed that is covered under the City's MS4 permit



BANNING CALIFORNIA

San Jacinto River Watershed
LE/CL TMDL

Regulatory Background

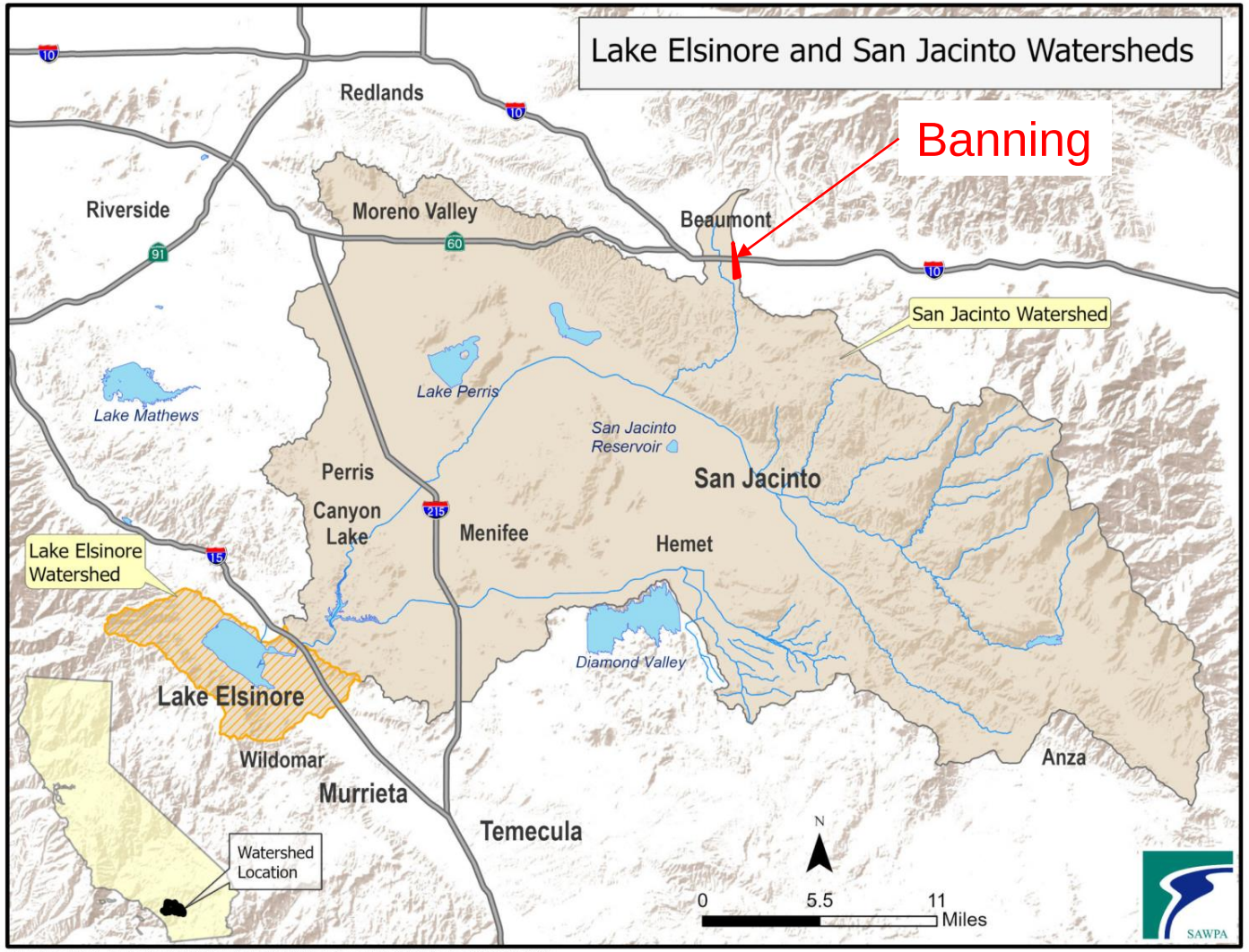


- Section 13228 of California Water Code allows one Regional Board to designate MS4 Permit coverage to another Regional Board
- The City of Banning has requested and submitted documents to have Region 8 designate the 5.5 acres of watershed to Region 7
- This action was verbally supported by Region 8 staff, and is currently in process
- Both regions (7 and 8) are adopting new MS4 Permits in 2025, with Region 8 expected to be more stringent and costly
- This action would save the City in new fees, reporting, training, and regulation by Region 8, with hard costs between $20,000 to $40,000 annually, plus unknown soft costs of staff time.

BANNING CALIFORNIA

San Jacinto River Watershed
LE/CL TMDL

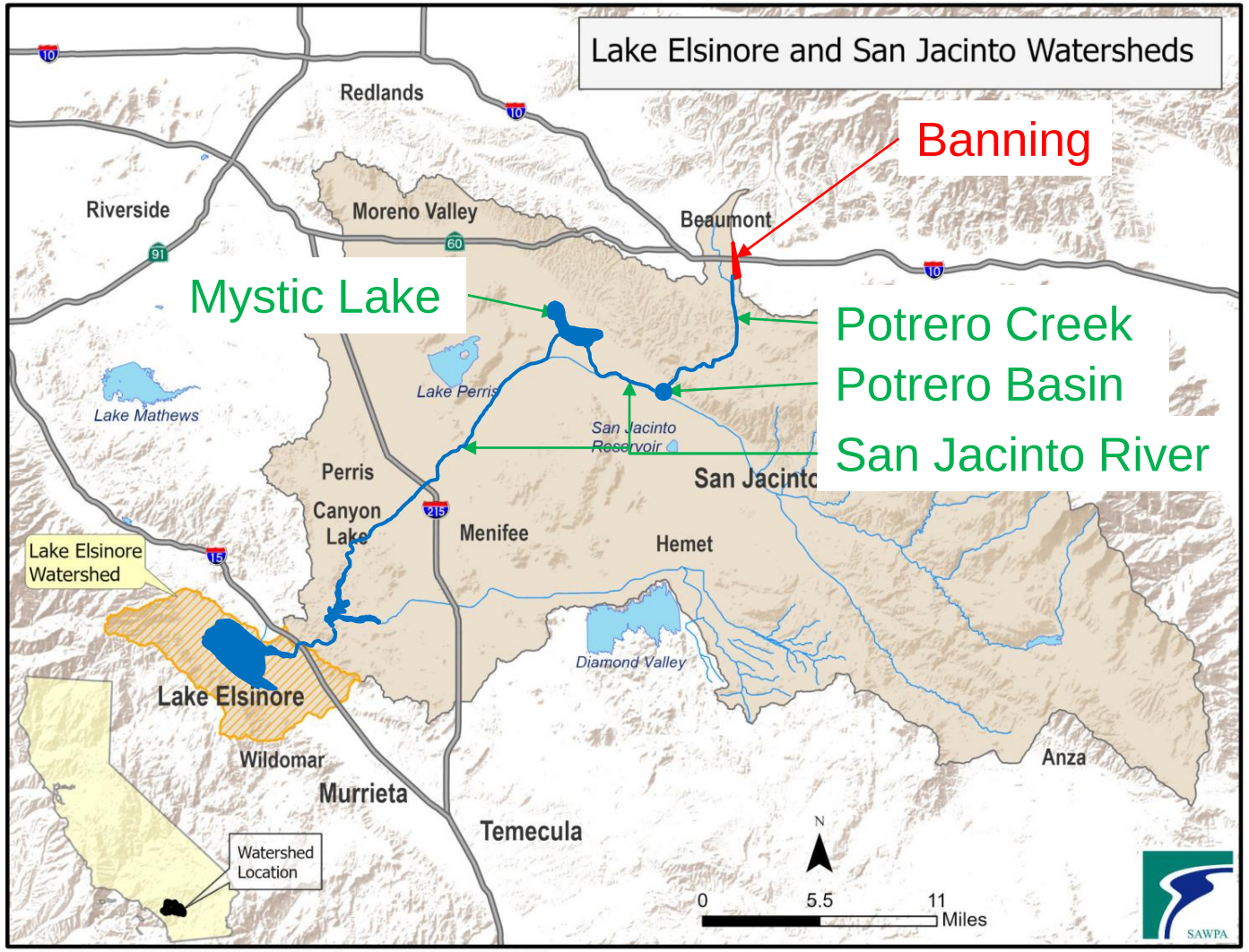
Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force



- Each Regional Board creates a “Basin Plan” to address water quality concerns within their region to protect and enhance a beneficial use
  - Includes contact, recreation, drinking water supply, warm freshwater habitat
- MS4 Permit implements the Basin Plan
- A TMDL is implemented if a water body cannot meet its stated beneficial use
- A TMDL establishes the maximum pollutant load to meet the beneficial use

BANNING CALIFORNIA
San Jacinto River Watershed
LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force

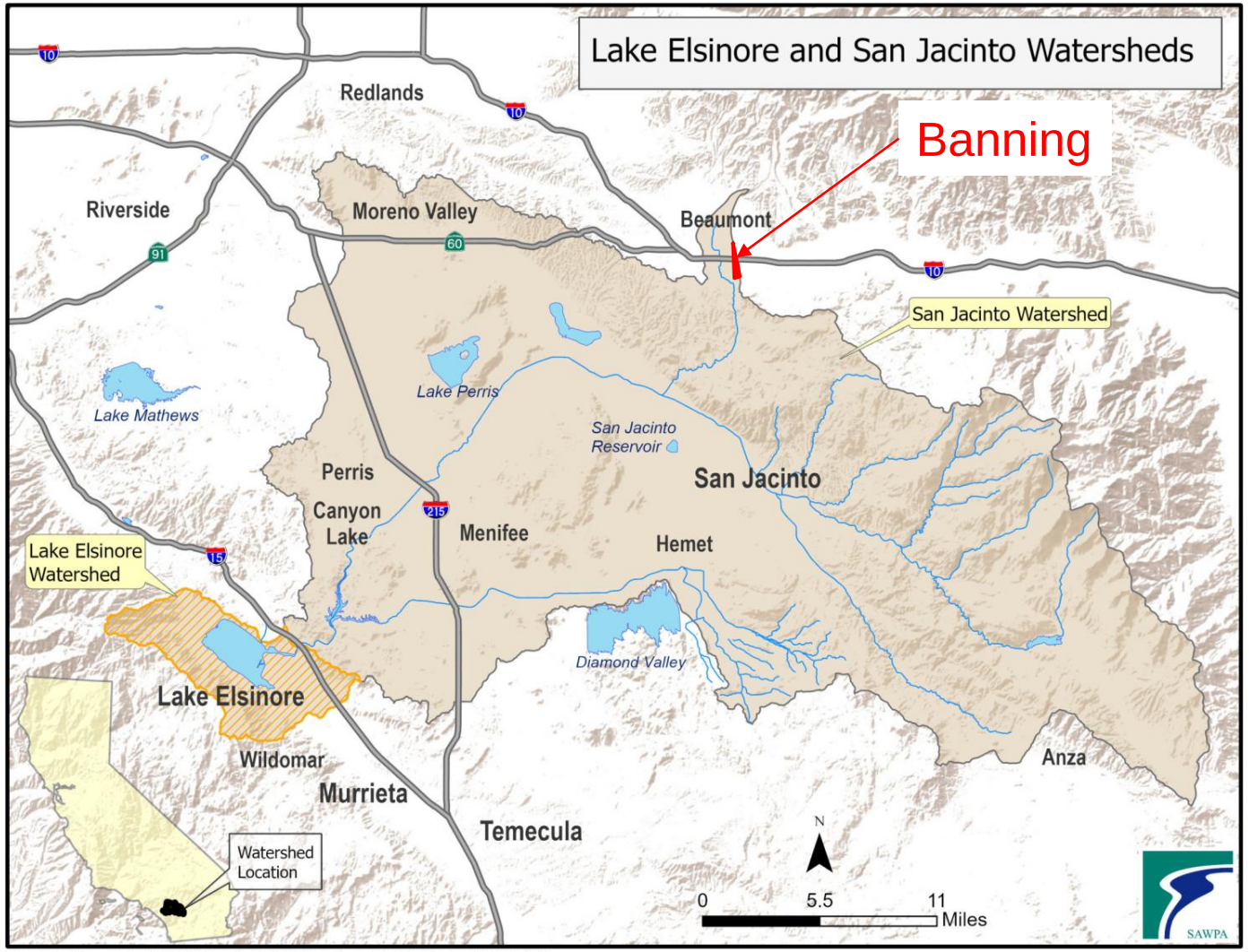


- Potrero Creek in Banning drains to the Potrero Basin, maintained by Riverside County Flood Control, then through the San Jacinto River to Mystic Lake, back through the San Jacinto River to Canyon Lake, and ultimately to Lake Elsinore
- Both Canyon Lake and Lake Elsinore have significant pollution due to nutrients, nitrogen, and phosphorous.
- Beneficial Use is designated as Warm Freshwater Habitat
- The lakes cannot meet the requirements for Warm Freshwater Habitat

BANNING CALIFORNIA

San Jacinto River Watershed
LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force



- Due to algae bloom and fish kills, Region 8 with various agencies developed a Task Force to explore a TMDL for the Lakes.
- Nutrient TMDL established in 2004
- Task force pools money to fund projects to improve water quality
- The City of Banning was NOT designated as a responsible party with the Santa Ana Basin Plan nor the TMDL
- No records of why Banning was not included were available.
- Banning was not a Task Force member

BANNING CALIFORNIA
San Jacinto River Watershed
LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force

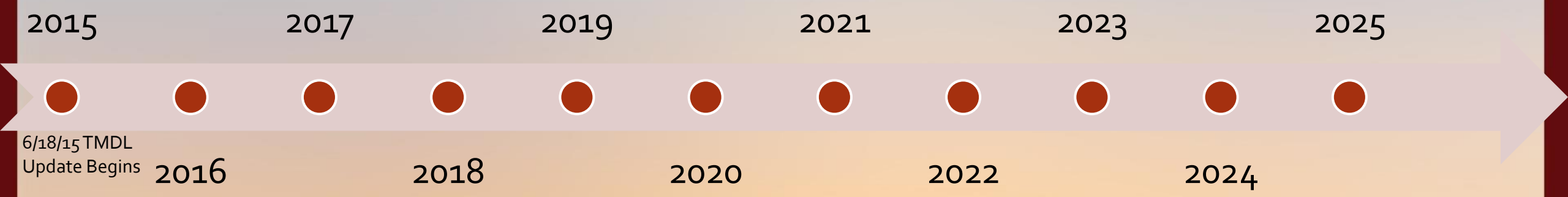


- June 18, 2015 – TMDL Update Begins

- The Task Force began to update the TMDL in 2015, as the beneficial use was not met over an 11-year period.
- Banning was not a member of the Task Force at this time

BANNING CALIFORNIA
San Jacinto River Watershed
LE/CL TMDL

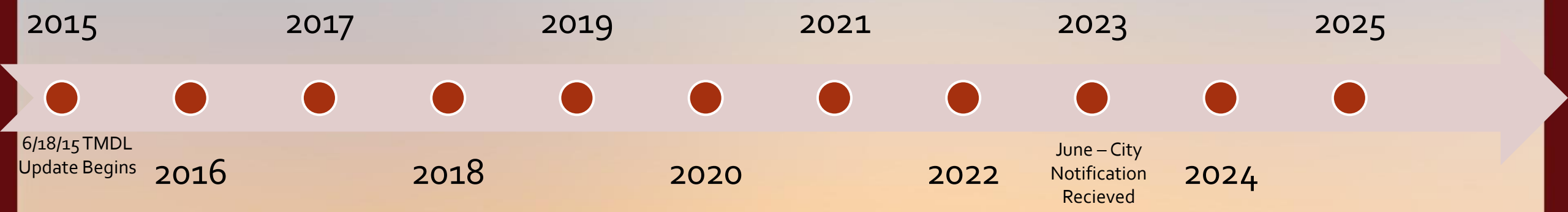
Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force



- June 18, 2023 – City notified of its inclusion in the Basin Plan Amendment by Regional Board
- 8 Years after the update effort was initiated
- City Staff had a call with Regional Board to determine information, stated time was necessary to complete research and understand the impact
- Banning was not a member of the Task Force at this time

BANNING CALIFORNIA
San Jacinto River Watershed LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force



- January 30, 2024 Letter to Lauren Briggs, Environmental Scientist for Region 8
  - Exhibits to show hydrologic disconnection
  - Drainage to Mystic Lake, which has not spilled since 1990's, before the TMDL was established
  - Identify that mapping was incorrect
  - City request for Task Force consultants to provide detail calculations showing Banning's connections under normal stormwater conditions
- No formal response received until October 24, 2024

BANNING CALIFORNIA

San Jacinto River Watershed
LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force



- March 18, 2024 Meeting with Region 8 Staff and Executive Director
  - Staff stated they would analyze the City's true contribution to the TMDL and confirm City provided data.
  - Agreement that the City's contribution was "Very Small"
  - Statement that this was the beginning of future discussions
  - Notified to complete a Report of Waste Discharge to obtain permit coverage
- No formal response received until October 24, 2024

BANNING CALIFORNIA
San Jacinto River Watershed
LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force



- June 26, 2024 letter to Ray Akhtarshad, Water Resources Control Engineer
  - The letter was a response to the request to supply a Report of Waste Discharge
  - City provided evidence that only 5.5 acres of the City covered MS4 drains to the San Jacinto River, not the incorrectly stated ~300 acres from the LE/CL Task Force
  - City requested designation of the MS4 Permit to Region 7
- Process of designation is ongoing

BANNING CALIFORNIA

San Jacinto River Watershed
LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force



- July 29, 2024 Letter to Tess Dunham, LE/CL Task Force Advisor
  - Statement to remove the City as a responsible party on the Basin Plan Amendment
  - Statement that no response was received to the 1/30/24 or 6/26/24 letters
  - Restatement of request for designation to Region 7
- No formal response received until October 24, 2024

BANNING CALIFORNIA
San Jacinto River Watershed
LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force



- September 13, 2024 – Region 8 Board Meeting – Cypress, Ca
  - A workshop on the Basin Plan Amendment and TMDL was planned but pulled from the agenda prior to publishing.
  - City intended to participate in workshop and provide public comment.
  - City provided public comment on the TMDL. The Board Chair directed staff to respond to the letters submitted by the City
  - The Board Chair also allowed for the City to make a future presentation to the Board

BANNING CALIFORNIA
San Jacinto River Watershed
LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force

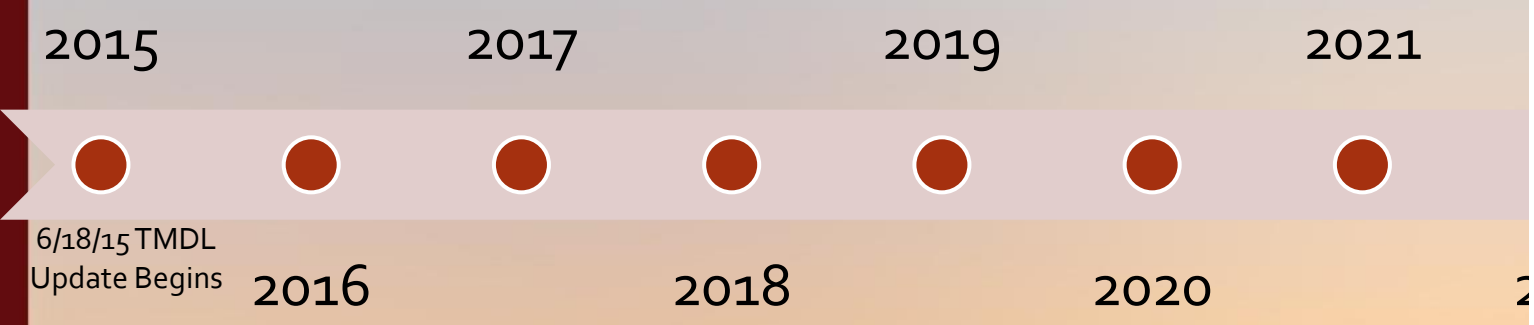


- October 24, 2024 – Response Letter from Region 8 Staff
  - Statement that City had to remain in TMDL for now
    - No regard for the 5.5 acres, errors in maps, disadvantaged community status, or minimal contributions to stormwater runoff to LE/CL
  - Reiteration that staff was aware of Banning due to mapping updates in 2023
    - This statement is incorrect and not factual

BANNING CALIFORNIA

San Jacinto River Watershed LE/CL TMDL

Lake Elsinore/Can (LE/CL) TMDL Tas



- October 24, 2024 – Response Letter from Region 8 Staff
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    - This statement is incorrect and not factual

California Water Boards

Gavin Newsom, Governor

Yana Garcia, Secretary for Environmental Protection

Santa Ana Regional Water Quality Control Board

October 24, 2024

Mr. Doug Schulze
City Manager, City of Banning
99 E. Ramsey Street
Banning, CA 92220
citymanager@banningca.gov

Dear Mr. Schulze,

This is in response to your letter request sent to the Santa Ana Water Board dated January 30, 2024. In your letter of January 30, 2024, the City of Banning (city) expressed their objection to being identified as a responsible party in the revised *Lake Elsinore and Canyon Lake Nutrient Total Maximum Daily Loads (LECL TMDLs)*. The letter provides justification for your claim regarding exemption from the LECL TMDLs. While evaluating your request to be removed as a named responsible party under the LECL TMDLs, we have the following responses to your concerns:

1. There has been an inadequate opportunity to participate in the development of the LECL TMDLs.

   Response:

   In 2015, the Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) petitioned the Santa Ana Water Board to reopen and revise the LECL TMDLs due to new information such as changes in the watershed from development and improved water quality models. The revised LECL TMDLs assign allocations of nutrient loads by jurisdictional boundaries using city, county, state, federal, and agricultural land mapping. It was not until the latest land use mapping, which was updated for the TMDL revision in July 2023 where approximately 300 acres of land within the City of Banning was identified as falling within the San Jacinto River watershed's jurisdiction; as a result, waste load allocations were assigned to the city. Since Santa Ana Water Board staff and the city met on March 18, 2024, to discuss this letter, Nathan Smith and Ann Marie Loconte have been added to the LECL TMDL Task Force email distribution list, which includes email notifications of all Task Force meetings during which TMDL updates and requests for draft document review and comments are discussed.

BANNING CALIFORNIA
San Jacinto River Watershed LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force



agricultural land mapping. It was not until the latest land use mapping, which was updated for the TMDL revision in July 2023 where approximately 300 acres of land within the City of Banning was identified as falling within the San Jacinto River watershed's jurisdiction; as a result, waste load allocations were assigned

contributions to stormwater runoff to LE/CL

- Reiteration that staff was aware of Banning due to mapping updates in 2023
  - This statement is incorrect and not factual

BANNING
CALIFORNIA
San Jacinto River Watershed
LE/CL TMDL

Lake Elsinor
(LE/CL) TM

2015 2016 2017 2018 2019 202(

6/18/15 TMDL Update Begins

- DRAFT Source Assessment – October 2016
  - In Table 4.2, The City is identified as a jurisdiction within the watershed
  - This is 7-years prior to the City being made aware of its inclusion by Regional Board staff

4.1.2 Establishment of Model Subareas

The first step in the watershed runoff nutrient source analysis is to define the spatial discretization for simulation of rainfall driven runoff and associated washoff of nutrients. The selected modeling approach, comparable to PLOAD, is a spatially lumped parameter model. This means that commonality of key parameters, not geography, is used to define distinct subareas. Watershed runoff simulations were developed for land areas with common land use, jurisdiction, and subwatershed zone, referred to as model subareas. Figure 4-2 shows the geographic distribution of these three defining attributes for the entire watershed to Canyon Lake and Lake Elsinore (a plot size version of this figure is attached in electronic form).

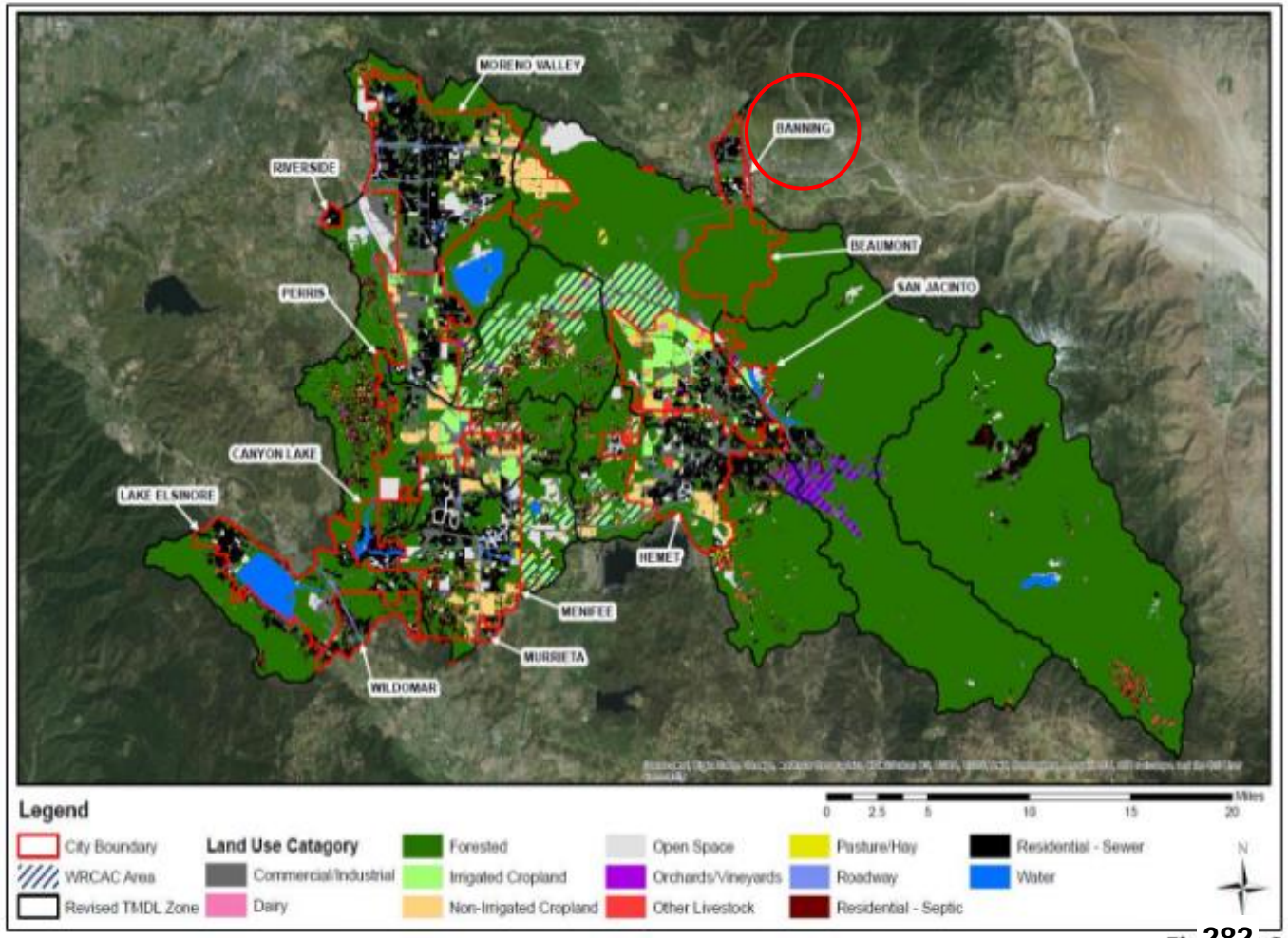


Fig 282 -2

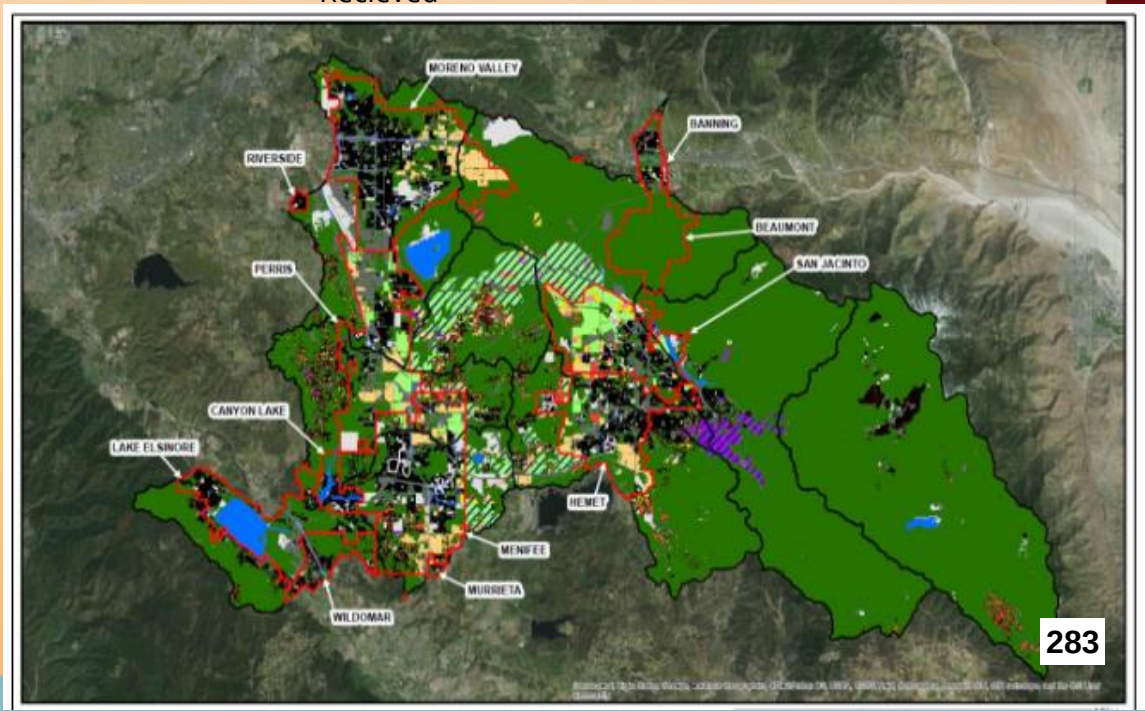
Map of subwatershed zones, jurisdictions, and land use for development of watershed model subareas

BANNING CALIFORNIA
San Jacinto River Watershed LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force

2015 — 6/18/15 TMDL Update Begins
2016 — Source Assessment Draft
2017
2018
2019
2020
2021
2022
2023 — June – City Notification Recieved
2024 — 1st City Response; RWQCB Meeting; 2nd City Response; 3rd City Letter; Public Hearing; Region 8 Response
2025

- DRAFT Source Assessment – October 2016
  - In Table 4.2, The City is identified as a jurisdiction within the watershed
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BANNING CALIFORNIA
San Jacinto River Watershed LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force

2015 — 6/18/15 TMDL Update Begins
2016 — Source Assessment Draft
2017
2018
2019
202
1st City Response
RWQCB Meeting
2nd City Response

- TDM Smith Draft Study – April 2017
  - In Table 6.3, the City is identified with a proposed waste load allocation
  - In Table 6.4, the City is identified as a Point Source with NPDES Permits
  - This is 6-years prior to the City being made aware of its inclusion by Regional Board staff

Table 6-3. Allocations for Watershed Runoff in Lake Elsinore and Canyon Lake Nutrient TMDLs

Responsible Agency	Canyon Lake Main Lake		Canyon Lake East Bay		Local Lake Elsinore[1]		Canyon Lake Overflow to Lake Elsinore[1]	
	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)
Wasteload Allocations								
Banning	-	-	-	-	-	-	1	2
Beaumont	-	-	-	-	-	-	9	27
CAFO	5	14	2	6	0	0	7	22
Caltrans	11	33	4	12	6	17	12	35

Table 6-4. Nutrient Load Reduction Required for Watershed Jurisdictions to Comply with Lake Elsinore and Canyon Lake Nutrient TMDLs

Responsible Agency	Canyon Lake Main Lake		Canyon Lake East Bay		Local Lake Elsinore		Canyon Lake Overflow to Lake Elsinore	
	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)
Point Sources with NPDES Permits								
Banning	-	-	-	-	-	-	2	12
Beaumont	-	-	-	-	-	-	6	53
CAFO	10	16	1	1	0	1	12	17
Caltrans	19	344	5	106	9	141	15	268

BANNING CALIFORNIA

San Jacinto River Watershed LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force

2015 — 6/18/15 TMDL Update Begins

2016 — Source Assessment Draft

2017 — TDM Smith Study

2018

2019

2020

2021

2022

2023 — June – City Notification Recieved

2024 — 1st City Response, RWQCB Meeting, 2nd City Response, 3rd City Letter, Public Hearing, Region 8 Response

2025

- TDM Smith Draft Study – April 2017
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Wasteload Allocations								
Banning								
Beaumont								
CAFO								
Caltrans								

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BANNING CALIFORNIA

San Jacinto River Watershed
LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force

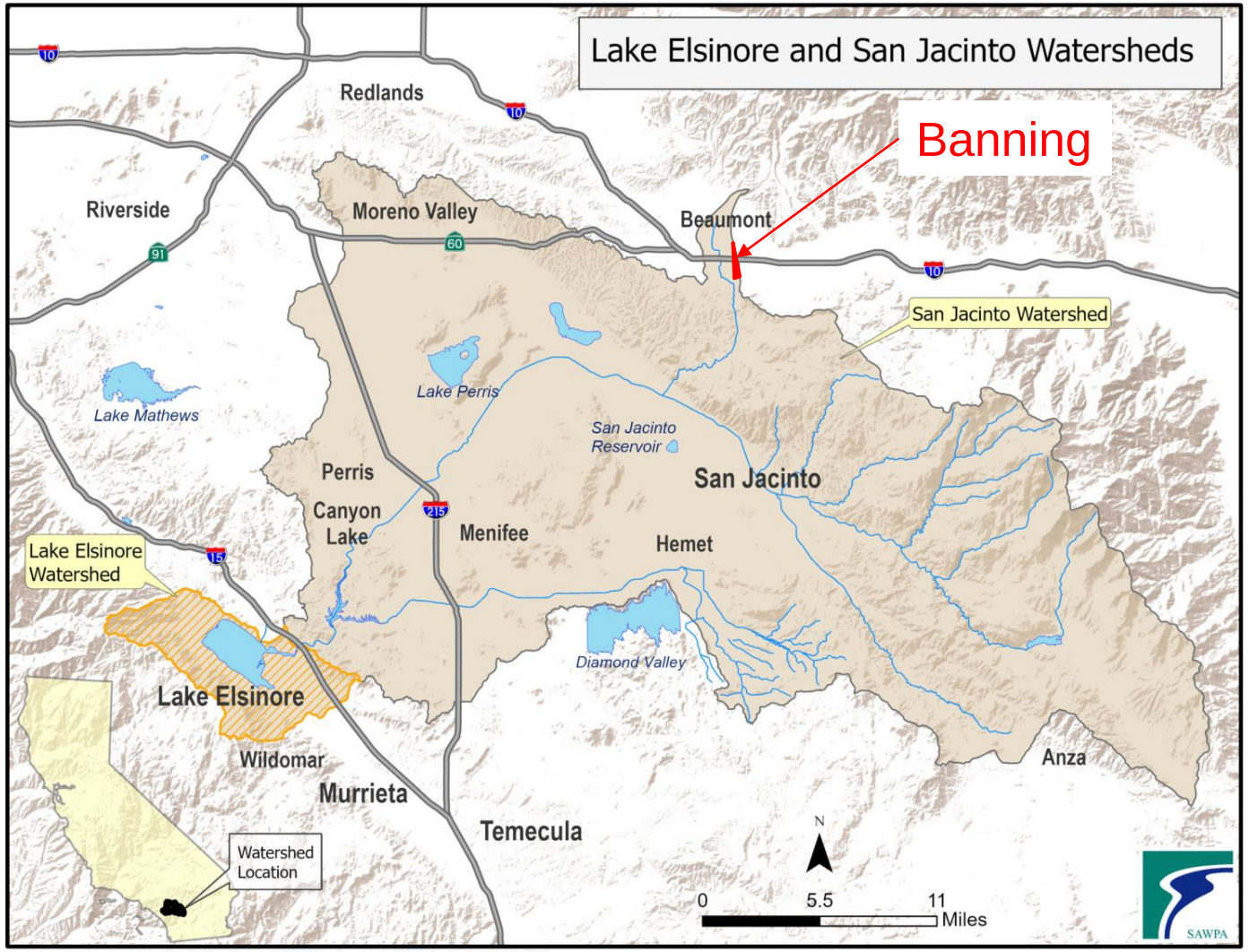


Delay in Notification to City – 7 Years

BANNING CALIFORNIA

San Jacinto River Watershed
LE/CL TMDL

Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force



- The Basin Plan proposed a ‘De-Minimus’ Study to be prepared for minor contributors to the watershed
- To be completed within 3 years of the Basin Plan Amendment effective date
- The City of Banning anticipates our stormwater flows to fall under the ‘De-Minimus’ standards
- Any Amendment to the Basin Plan requires separate approval from the State Water Resources Control Board Office of Administrative Law and from the US EPA.

City of BANNING — INCORPORATED 1913 — ENDLESS OPPORTUNITY

BANNING CALIFORNIA
San Jacinto River Watershed
LE/CL TMDL

(LE/CL) TMDL Task Force De-Minimus Process

- The Regional Board states that the City MUST be a responsible party on the Basin Plan Amendment until the de-minimus study is completed.
  - Obligates the City to participate in funding for the task force and implementation of the TMDL project costs
  - Overall TMDL projects are expected to cost more that $1 Billion to implement
- After a De-Minimus Study is completed, and if the City is found to be a de-minimus contributor, a further Basin Plan Amendment would be required to remove the City of Banning
  - This current update has taken 10-years to complete
- Until a future Basin Plan Amendment is effective, the City is a responsible party, and subject to project costs and implementation requirements.
- Staff feels this approach is irrational, nonsensical, and not based on scientific fact

Continued Concerns from the City of Banning

- Funding of participation as a responsible party to the Basin Plan and the TMDL
  - Current minimum costs are $30,000 annually
  - Estimated TMDL implementation costs exceed $1 Billion to protect the beneficial use of the lakes
  - “Significant cost increases” anticipated to implement the plan, likely driving minimum costs over $100,000 annually, not including staff time for Task Force participation, training, reviews, special studies, or field assessments for compliance.
  - As an unfunded mandate, the City would be required to reallocate funding from other General Fund programs to cover these project costs.

Continued Concerns from the City of Banning

- Lack of required outreach by the Regional Board
  - AB2108 (signed by Governor on 9/16/22) amended Water Code section 289.7
  - “Outreach to identify issues of environmental justice needs to begin as early as possible in state board or regional board planning, policy, and permitting process” and “to promote meaningful civic engagement in the public decision making process”
  - Policy was enacted 9-months prior to any notification from the Regional Board, and 7-years after Task Force technical studies identified Banning within them
  - The Regional Board has not conducted any outreach to the Community, Council, or local interests

BANNING CALIFORNIA
San Jacinto River Watershed
LE/CL TMDL

Continued Concerns from the City of Banning

- Inaccuracies in technical studies that are the basis for the revised TMDL
  - The Task Force has not acknowledged the technical inaccuracies brought to their attention with previous City correspondence.
  - City can not be responsible for portions of the watershed outside of the City's MS4 Permit
  - Proposed allocations in the TMDL are based on these inaccuracies
    - City has identified 5.5-acres within it's MS4, Task Force estimates 300-acres. This is 55x the area the City has actual jurisdiction over.
    - Allocations are based on 300-acres, or 55x greater than they would if the technical studies were correct
    - This creates Environmental Justice concerns, as the City is being disproportionally liable for areas outside its control
  - These items could have been daylighted and addressed if the Task Force included the City starting in 2016, when technical reports included Banning

Continued Concerns from the City of Banning

- No response from the Regional Board to the City's comment that we are being asked to contribute to a solution for a problem that the City did not create
  - Mystic Lake is an intermediate sump along the San Jacinto River, and ephermal lake.
  - Water has not spilled from Mystic Lake since the 1990's, prior to the establishment of the 2004 TMDL
  - This means that no water from the City of Banning has reached either Canyon Lake or Lake Elsinore since the 1990's

Continued Concerns from the City of Banning

- Misplaced concern about precedent setting
  - Regional Board response states it is ‘unsolicitous’ for staff to review individual agency requests and actions to exempt the City of Banning.
  - However, the previous precedent for this TMDL was established in 2004 when Banning was not included as a responsible party.
  - The historic watershed has not changed between 2004 and now
  - Exclusion of the City of Banning maintains the status-quo, and does not establish a new precedent

BANNING CALIFORNIA

San Jacinto River Watershed LE/CL TMDL

City of Banning Requests to the Regional Board and LE/CL Task Force

Any motion to adopt the Basin Plan Amendment include the following statement

- Remove the City of Banning as a responsible party with THIS basin plan amendment
- Direction to the Task Force to complete the De-Minimus criteria in the prescribed 3-year timeframe
- Direction to the Task Force to remain engaged with City of Banning staff during De-Minimus preparation and evaluation
- Direction to the Task Force to re-evaluate the City of Banning's stormwater quality, and if necessary, prepare a separate Basin Plan Amendment to include the City of Banning

BANNING CALIFORNIA

San Jacinto River Watershed LE/CL TMDL

City of Banning Commitments to The Regional Board and LE/CL Task Force

The City of Banning commits to the following items during the 3-Year De-Minimus criteria preparation

- Continue to participate in the LE/CL Task Force
- To monitor stormwater quality at the outfall to Potrero Creek, in association with Riverside County Flood Control District to develop testing protocols and begin to gather data that the other regulated jurisdictions have been completing for over 20-years
- Continue discussions with Task Force and Regional Board staff
- Continue with MS4 Designation efforts from Region 8 to Region 7

BANNING CALIFORNIA

San Jacinto River Watershed
LE/CL TMDL

Requests to City Council

Engineering Division staff is looking for concurrence from City Council regarding upcoming actions to the Regional Board for Region 8

- Provide presentation at February 14th, 2025 Public Hearing on the Adoption of the Basin Plan Update
- Concurrence with requests to the Regional Board and City Commitments
- Confirmation of Council participation at the Regional Board hearing on 2/14/25

If Council feels additional or different information is necessary, to provide that guidance to Engineering Division Staff

Thank You

Nate Smith, PE
Deputy Director of Public Works/City Engineer
nsmith@banningca.gov

City of Banning

January 30, 2024

Lauren Briggs
Environmental Scientist
Santa Ana Regional Water Quality Control Board
3737 Main Street, Suite 500
Riverside, CA 92501

RE: Comments on the Lake Elsinore and Canyon Lake Nutrient TMDL Draft Basin Plan Amendment and Technical Staff Report

Dear Ms. Briggs:

The City of Banning (City) has been made aware of proposed updates to the Lake Elsinore and Canyon Lake TMDL (LE/CL TMDL). The proposed changes, among other items, looks to capture all municipalities within the San Jacinto subwatershed into the TMDL Fee Structure program. The City understands the intent of the update, but objects its inclusion in the LE/CL TMDL Program; based on points detailed below and in the attached exhibits.

Inadequate Opportunity Was Provided to the City in the Development of the Basin Plan Amendment and Technical Staff Report

According to the Santa Ana Watershed Project Authority's (SAWPA) website for the LE/CL Task Force[1], preparation of the Basin Plan Amendment and the Draft Technical Staff Report began in 2016. However, the City was only notified of its inclusion into the proposed TMDL amendment by Santa Ana Regional Water Quality Control Board (Santa Ana Water Board) staff during a July 17, 2023 virtual meeting. Further, the City has not been included in meeting invitations nor has it been included on the review of the subject documents by the Santa Ana Water Board. Since then, the City has received pressure from the Santa Ana Water Board to review over seven years of updates and provide data and comments. As a result, the City reserves the right to provide additional comments as needed.

Applicability

The City of Banning is a Co-Permittee under Colorado River Basin Regional Water Quality Control Board Order No. R7-2013-0011, *Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (MS4s) Within the Whitewater River Watershed,* National Pollutant Discharge Elimination System (NPDES)

[1] https://sawpa.gov/task-force/lake-elsinore-and-canyon-lake-tmdl-task-force/

Permit No. CAS617002 (Whitewater River MS4 Permit). The vast majority of the hydraulic basin within the City of Banning is tributary to that region. There is a very small portion of the City that drains to Potrero Creek, consisting of approximately 300 acres ("Banning Potrero Creek Tributary"), out of the City's 23.2 square miles, or representing 2% of the total land area of the City. Furthermore, this portion of the City that lies within the 780 square mile San Jacinto subwatershed accounts for only 0.0006% of the entire subwatershed.

The hydraulic boundary maps, supplied by GEI Consultants to the City of Banning for review, do not reflect the built conditions within the City but rely on old topographic data. The City objects to its inclusion in the LE/CL TMDL based solely on old topographic data. For example, there are no runoff flows from within the City of Banning north of Interstate 10 that are tributary to Potrero Creek. When the interstate was constructed in the late 1950's, water from the north was collected in a system of ditches and diverted easterly to Smith Creek within the Whitewater River Region. Development patterns south of the freeway have also been modified. Historic portions of Potrero Creek that flowed from within the City of Beaumont, then through the City of Banning, have been re-routed into a storm drain system and no longer collect or convey stormwater from within the City of Banning.

Hydrologic and Geographic Disconnection

The discharge point for storm drain systems from the City of Banning are located just south of the intersection of Highland Springs Ave and Breckenridge Ave. The combined flows then travel through Potrero Canyon into Potrero Creek. From there, Potrero Creek follows an approximate 3.5-mile distance through generally sandy, barren land with limited vegetation. The lack of vegetation along the flow path indicates a scarcity of water and high natural infiltration of the watercourse. At the end of this section, Potrero Creek converges with another tributary from the east. The converged stream continues for another 4.5 miles to a regional detention basin ("Potrero Basin") maintained by the Riverside County Flood Control & Water Conservation District (RCFC&WCD). In just this first segment of Potrero Creek, water must travel through nearly eight miles of natural creek in land that is designated as open space with limited to no development potential. The expected volume of water over that distance provides for natural attenuation of the water even before it reaches RCFC&WCD's Potrero Basin.

RCFC&WCD's Potrero Basin (see **Exhibit E**) is generally located east of the intersection of the San Jacinto River and State-Route 79, and north of the City of San Jacinto. The outflow from the basin is controlled by a weir/spillway structure. Water in the basin would need to overtop the weir before spilling into the San Jacinto River. The basin has a capacity of 60,000 cubic yards or 37.2 acre-feet, far exceeding the runoff potential from the 300 acres within the City of Banning. Flows up to 37.2 acre-feet are stored in Potrero Basin before they spill into the San Jacinto River, which contains porous sands that exhibit high infiltration rates.

Remaining flows, if any, continue into the San Jacinto River for approximately four miles before draining into Mystic Lake through a break in the river's north levee located west of

Bridge Street, as shown on Exhibit F. This lake sits as a natural sump within the Santa Ana River watershed. Section 4.1.2.5 of the Draft Technical Staff Report states that subsidence of land within Mystic Lake is continually adding an estimated 200 acre-feet of storage capacity each year; currently the lake has a capacity of approximately 17,000 acre-feet. RCFC&WCD has a flow monitoring station set at the outflow of the lake, and the last recorded flows out of the lake are from 1998. As noted in the past four LE/CL TMDL Annual Monitoring Reports[2], wet weather samples were not collected from the nearest downstream flow gage and monitoring station, San Jacinto River at Ramona Expressway (Station ID 741), due to insufficient flow because Mystic Lake did not overflow. From Mystic Lake, water would have to flow an additional 15 miles in the San Jacinto River to reach Canyon Lake. This 15-mile river reach similarly contains porous sands that offer additional infiltration.

Figure 1 depicts discharge rates over a 10-year period (January 1, 2014 – January 1, 2024) at the San Jacinto River at Ramona Expressway Station, located approximately 16 miles downstream of Banning's discharge location. According to the United States Geologic Survey (USGS), since the flow gage's installation in 2001, the maximum discharge occurred on February 14, 2019 at a rate of 5.33 cubic feet per second (cfs). The RCFC&WCD's nearest rain gage, #161 San Jacinto Valley, recorded 2.6 inches of rain on the aforementioned date, which corresponds to the 100-year storm event. Due to the distance between this gage station and Canyon Lake, the high, natural infiltration rates of the San Jacinto River, and the fact that Mystic Lake has not overflowed, it is highly likely that runoff at the station was only from localized flooding and even that local runoff likely did not make it to Canyon Lake.

If Mystic Lake isn't spilling during one of California's wettest years on record (Water Year 2022-23) nor during the 100-year storm event, and recorded flows at the nearest downstream gage station are minimal and likely originate from localized flooding, then it is evident that runoff from the City of Banning does not reach Canyon Lake. Furthermore, given the small tributary area and flows from the City of Banning in normal conditions through the various flow paths, detention basins, and natural sumps, it seems highly plausible that the City of Banning is hydrologically and geographically disconnected from Lake Elsinore and Canyon Lake for any non-stormwater and stormwater discharges.

[2] Accessible from https://sawpa.gov/task-force/lake-elsinore-and-canyon-lake-tmdl-task-force/

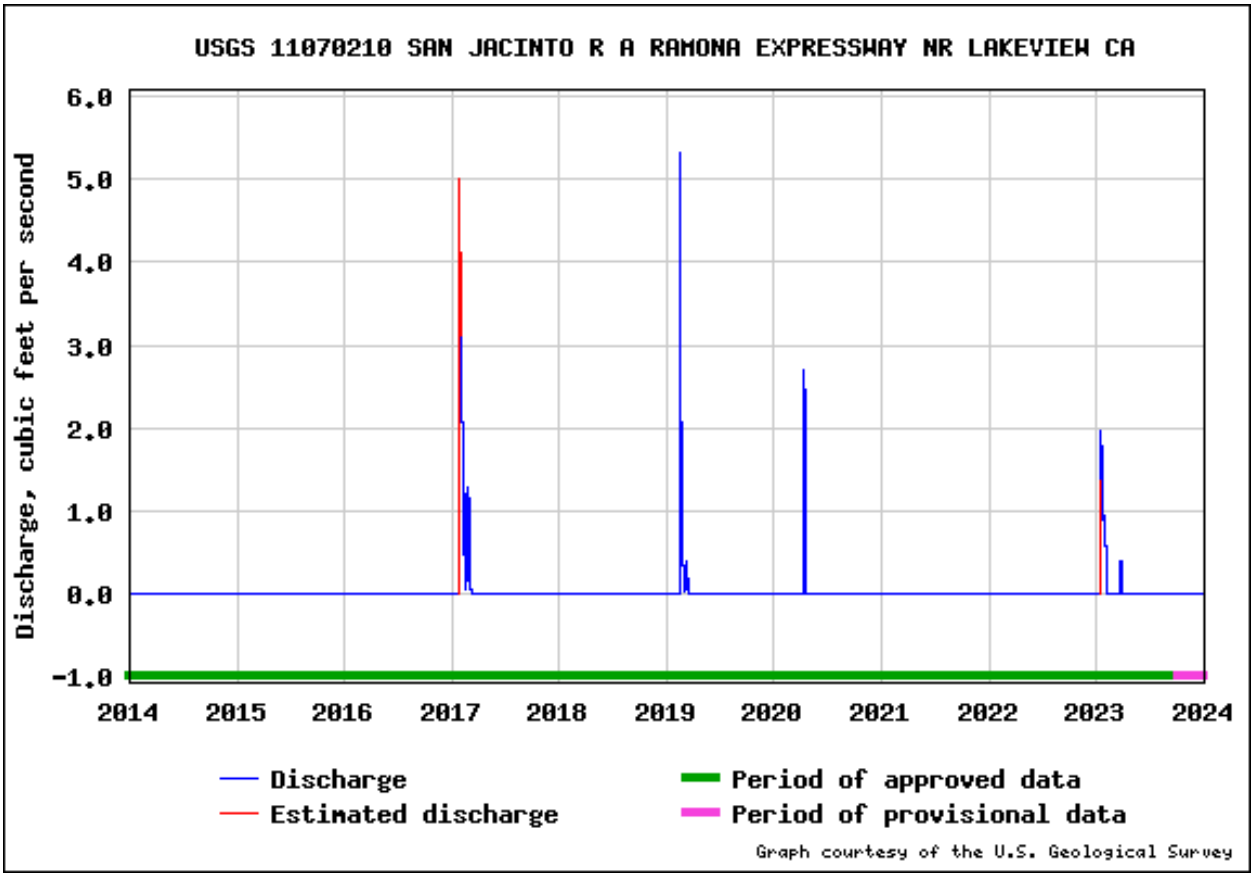


Figure 1 – Daily Discharge at USGS Gage San Jacinto River at Ramona Expressway (January 1, 2014 – January 1, 2024)

The Cost of the Proposed Revisions Greatly Exceeds the Value of Benefits

CalEPA has recognized and classified many communities in Banning as disadvantaged, meaning we lack the fiscal resources compared to more affluent areas.[3] Based on the Economic Considerations section (Section 10) of the Draft Technical Staff Report, the true cost to implement the tasks listed in Table 7-7 and Figure 10-1 of the Draft Technical Staff Report would be expected to run in the tens of millions of dollars. The proportion allocated to Banning is not specified in the Draft Technical Staff Report. Such expenditures will face objections from our elected officials and the citizens in Banning who will be required to fund them.

The Draft Technical Staff Report proposes that 300 acres in Banning drains into Canyon Lake, and therefore, the City must pay for compliance efforts towards the LE/CL TMDL. As noted above, the portion of Banning that lies within the San Jacinto subwatershed accounts for 0.0006% of area within the subwatershed. Including the City as a responsible party under the TMDL, where we would have to pay towards the TMDL's fee

[3] https://experience.arcgis.com/experience/1c21c53da8de48f1b946f3402fbae55c/page/SB-535-Disadvantaged-Communities/

structure program, would impact the City disproportionately when compared to the proposed benefits. Diversion of resources from real public needs to water quality monitoring and efforts to reduce nutrient levels in a lake that would not receive runoff from Banning in the vast majority of circumstances is a poor use of finite public resources.

Section 10 of the Draft Technical Staff Report lacks sufficient detail describing how MS4 Permittees would source funding for TMDL compliance. The economic analysis does not demonstrate that there are reasonable, economically feasible means to comply with the provisions of the Basin Plan Amendment (in accordance with California Public Resources Code Section 21159). Section 10.2 identifies sources of funding to address the TMDL for the agricultural operators in the San Jacinto subwatershed, but the Draft Technical Staff Report fails to identify sources of funding for MS4 Permittees for TMDL compliance.

Conclusion

The City of Banning objects to our inclusion within the LE/CL TMDL given the lack of evidence provided that there is a hydrologic and geographic connection between the City and the lakes. The City requests that the Santa Ana Water Board remove the City of Banning as a responsible party under the TMDL in the proposed Basin Plan Amendment and Technical Staff Report.

Sincerely,

Doug Schulze
City Manager
City of Banning

Art Vela, PE
Director of Public Works
City of Banning

Encl:
Exhibit A: Overall Watershed Map
Exhibit B: City of Banning Watershed Map
Exhibit C: Modified Task Force Watershed Map
Exhibit D: Potrero Creek Detail
Exhibit E: Potrero Creek to RCFCD Detention Basin Exhibit
Exhibit F: Banning to Lake Elsinore Flow Paths
Exhibit G: City of Banning Stormwater Ordinance

DS/AV/ns

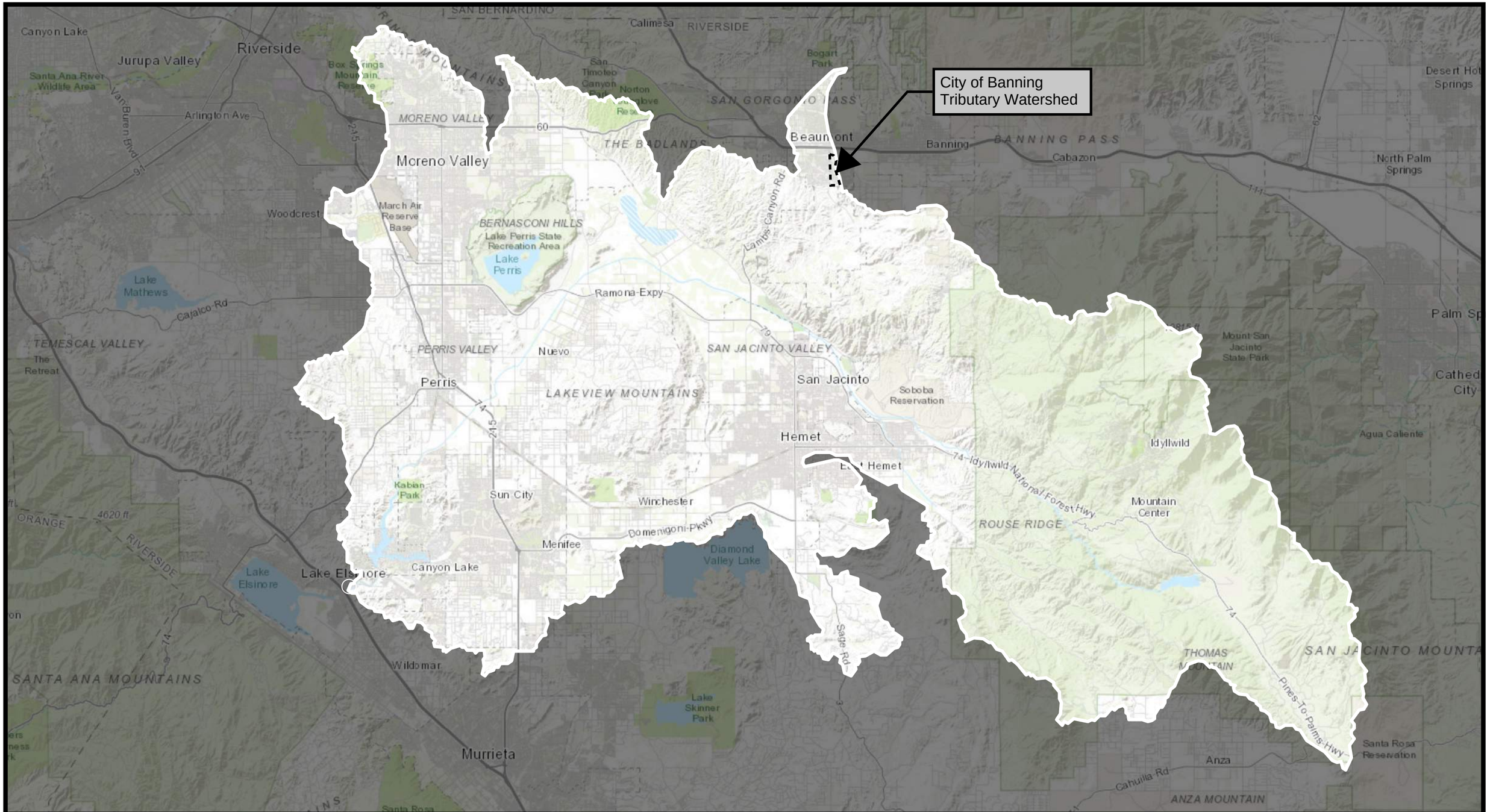


EXHIBIT A: SAN JACINTO WATERSHED

WATERSHED AREA: 693 MI^2

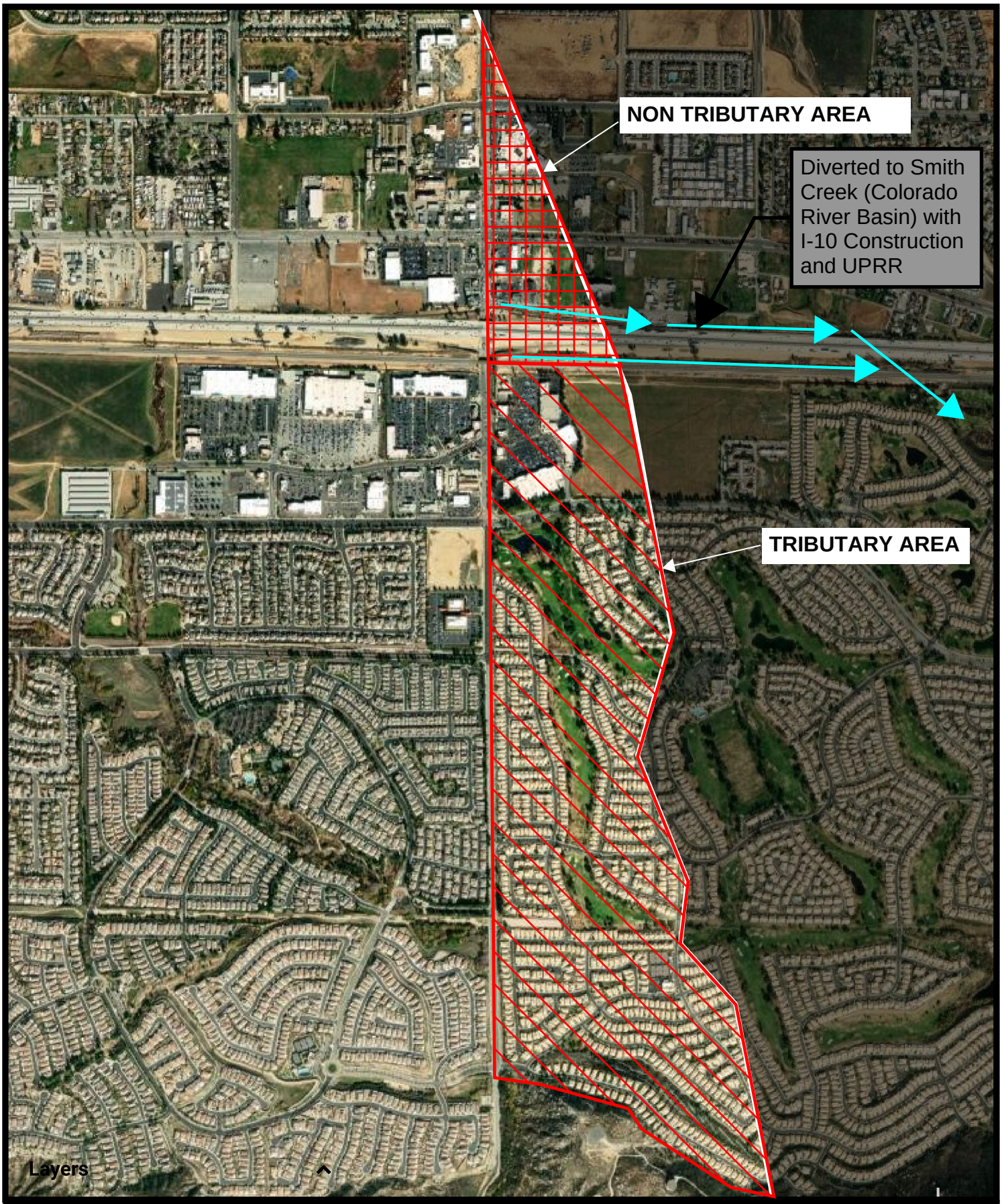
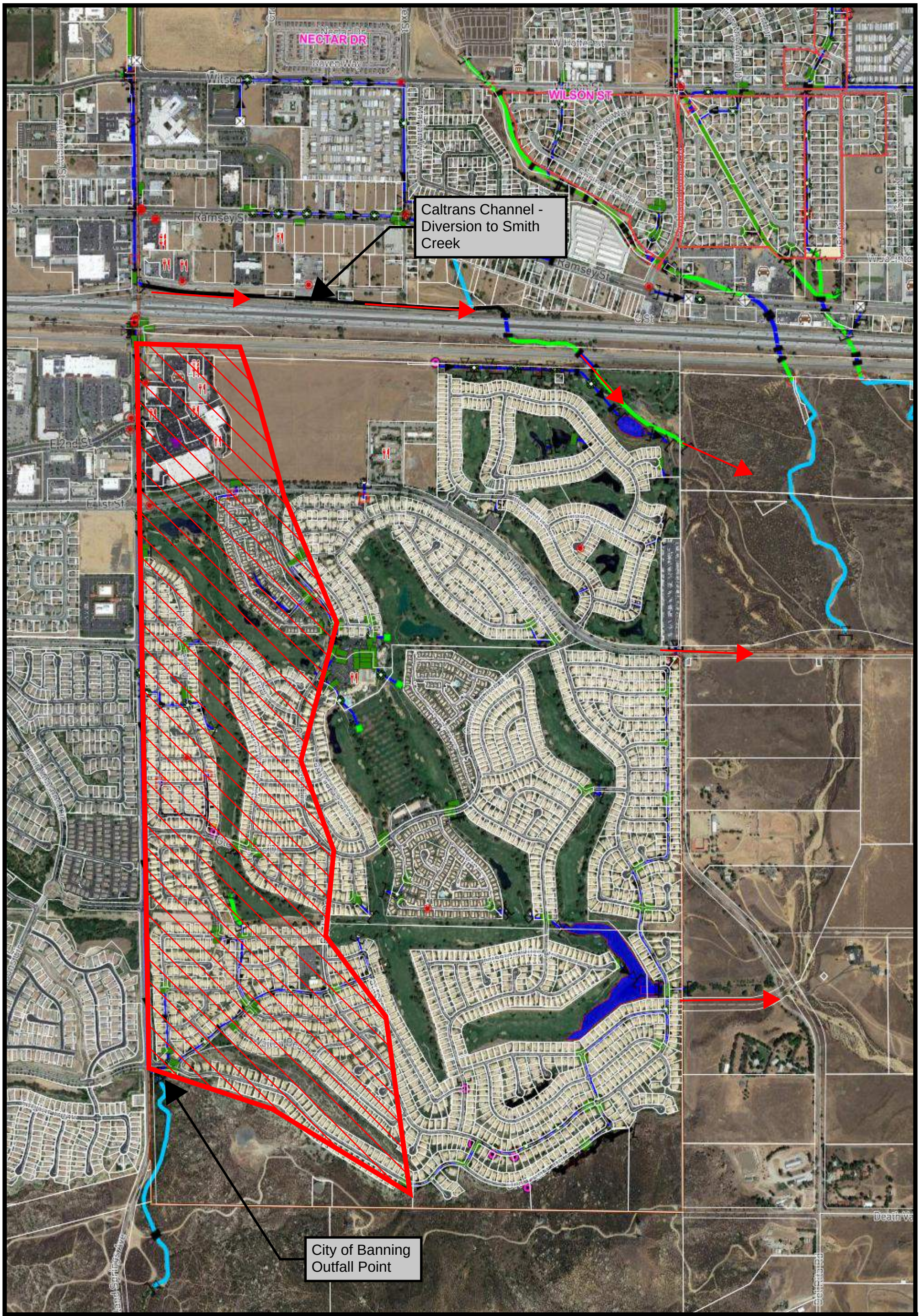


EXHIBIT B: BANNING CONTRIBUTING AREA

WATERSHED AREA: ~300 Acres (0.0006% of total watershed)



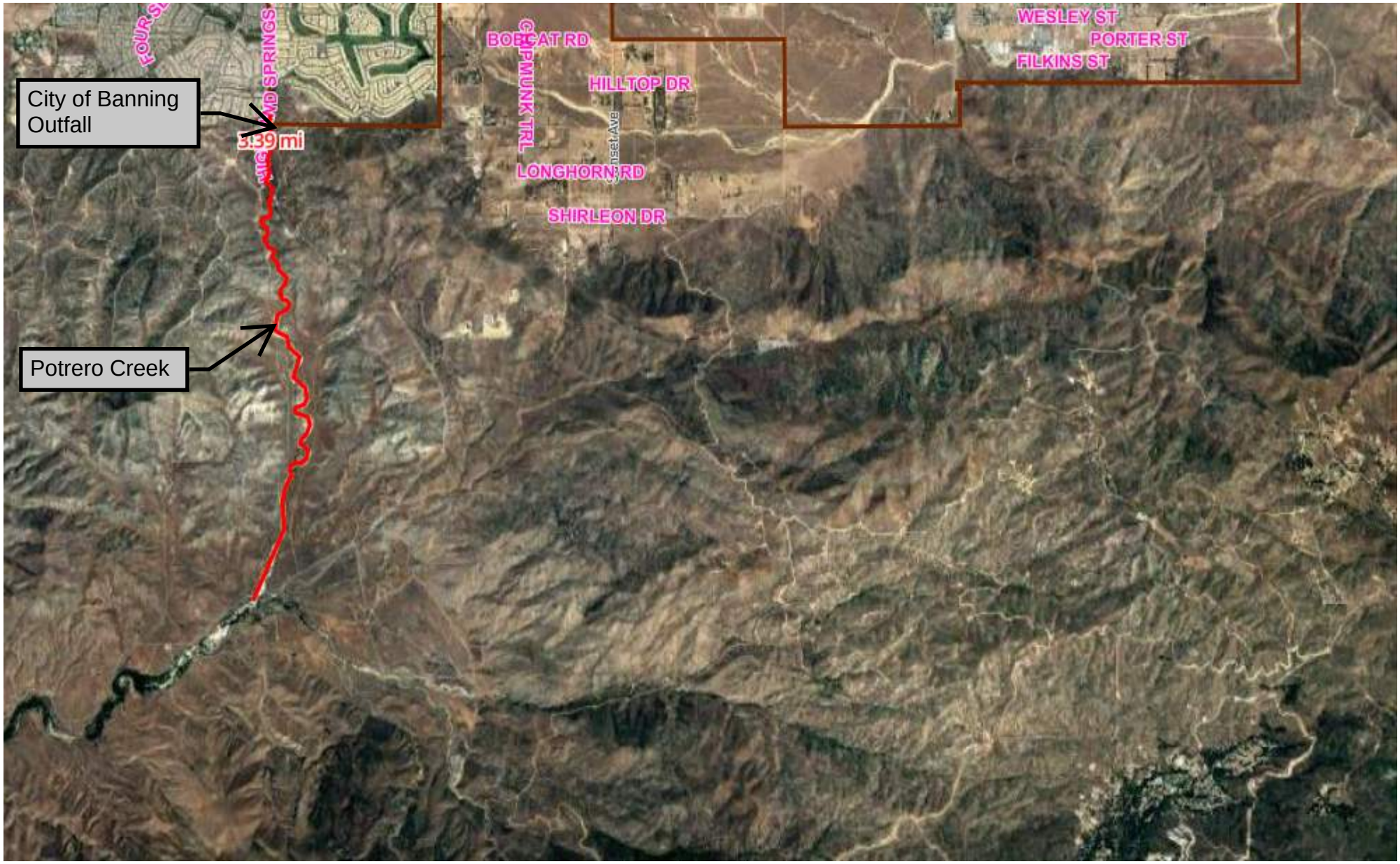
LEGEND

RUNOFF FLOW

TRIBUTARY AREA

EXHIBIT C: BANNING STORM DRAIN SYSTEM

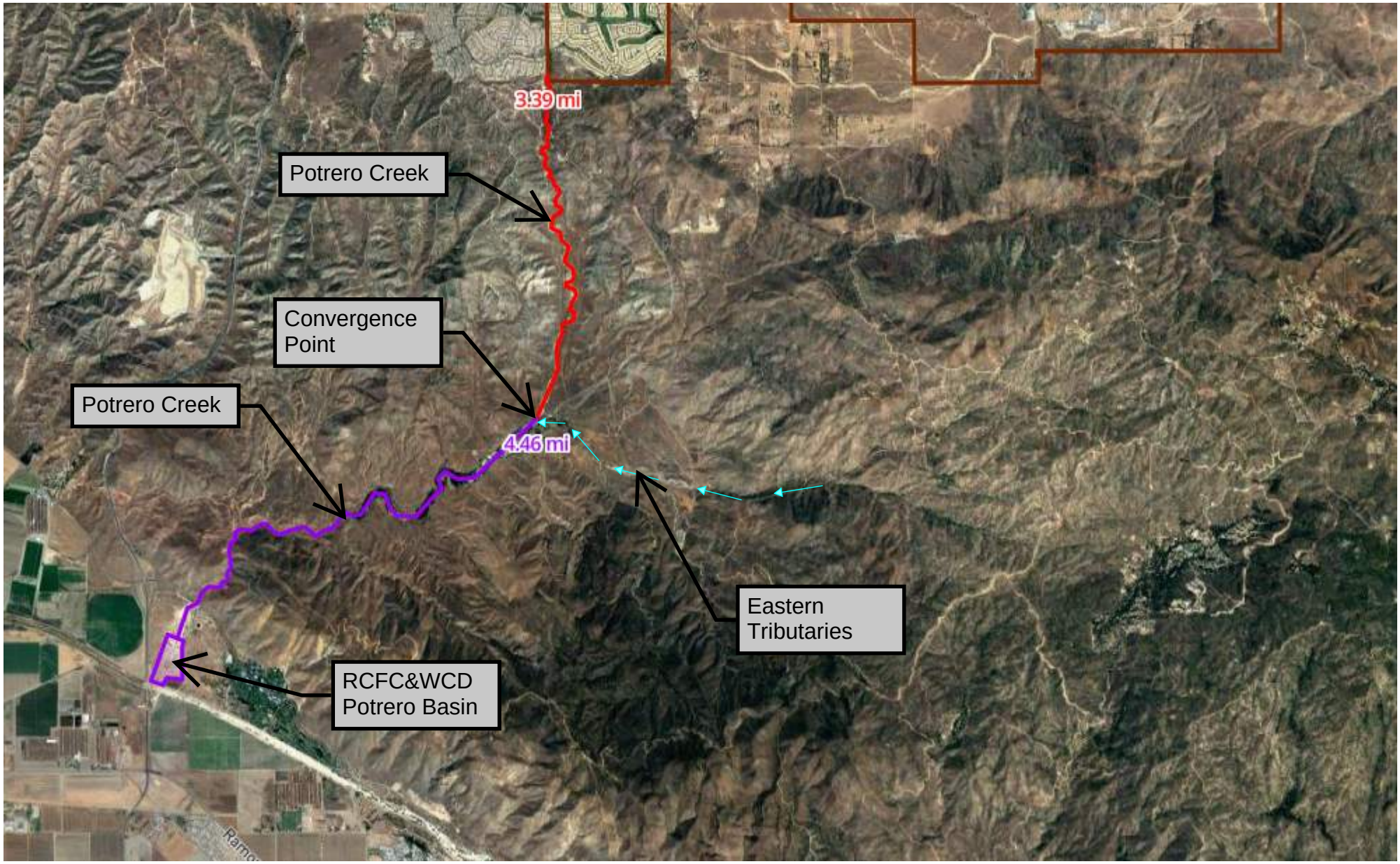
Exhibit D: Potrero Creek Detail (City of Banning to Convergence Point)



1" = 5000 ft	Tributary Length ~ 3.39 miles	12/21/2023	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

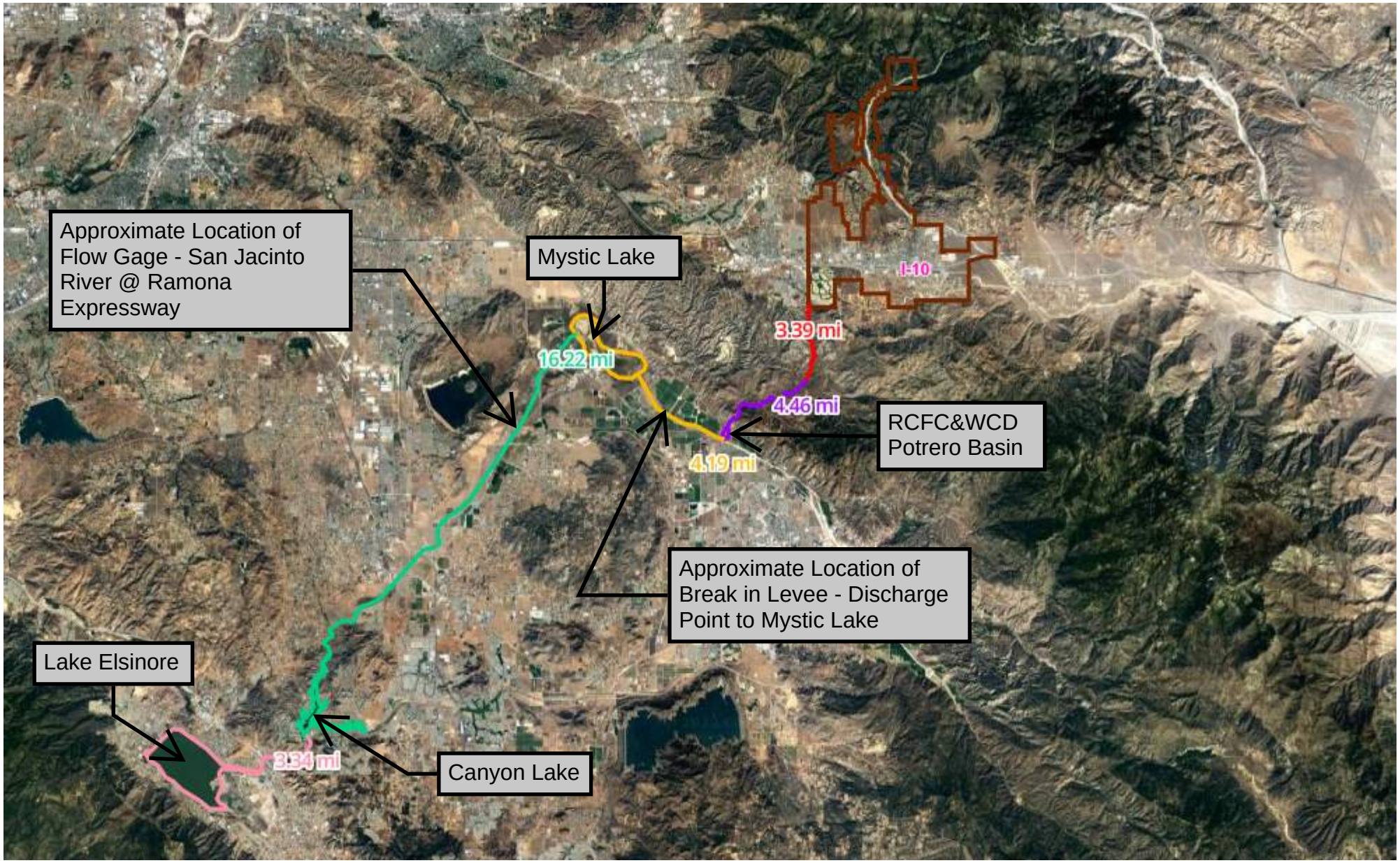
Exhibit E: Potrero Creek to RCFC&WCD Potrero Basin



1" = 7000 ft	Tributary Length ~ 7.85 miles	12/21/2023	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

Exhibit F: Relation of City of Banning to Canyon Lake/Lake Elsinore



1" = 32000 ft	Tributary Length ~ 31.6 miles	12/21/2023	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

Chapter 13.24 - STORMWATER MANAGEMENT SYSTEM

13.24.010 - Title.

The ordinance codified in this chapter shall be known as the "City of Banning Stormwater Management and Discharge Control Code", or the "Stormwater Code" for short, and may be so cited.

(Code 1965, § 34-1.)

(Ord. No. 1415, § 1, 1-12-10)

13.24.020 - Purpose and intent.

The purpose of this chapter is to ensure the future health, safety, and general welfare of the citizens by:

A. Regulating nonstormwater discharges to the municipal separate storm drain; and

B. Controlling the discharge to municipal separate storm drains from spills, dumping or disposal of materials other than stormwater; and

C. Reducing pollutants in stormwater discharges to the maximum extent practicable.

The intent of this chapter is to protect and enhance the water quality of city watercourses, water bodies, groundwater, and wetlands in a manner pursuant to and consistent with the Clean Water Act.

(Code 1965, § 34-2.)

13.24.030 - Definitions.

The terms as used in this chapter shall have the following meanings:

A. Best management practice (BMP). "BMP" or "BMPs" mean schedules of activities, prohibitions of practices, general good housekeeping practices, maintenance procedures, educational programs, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to waters of the United States. BMPs shall include treatment requirements,

operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, and drainage from raw materials storage. The California Stormwater Best Management Practice Handbooks for Municipal, Industrial/Commercial and Construction Activity provide a detailed discussion of BMPs.

B. "Detention Basin" refers to a basin type structure which permits large flows of stormwater to enter and remain, but limits and controls the outflow (i.e., discharge) by having a small opening at the lowest point of the structure.

C. "Director" means the director of the public works department of the City of Banning.

D. "Enforcement officer" includes the city manager, public works director, city engineer, building and safety official, code enforcement officer, and their designees.

E. "Illicit connection" means any physical connection to a storm drain system which has not been permitted by the City of Banning, the Riverside County Flood Control and Water Conservation District, or other appropriate public agency.

F. "Illegal discharge" means any discharge to the storm drain system that is not composed entirely of stormwater runoff except discharges made pursuant to a National Pollutant Discharge Elimination System (NPDES) permit or as otherwise authorized by the Santa Ana or Colorado River Basin Regional Water Quality Control Board.

G. "Infiltration basin" refers to designs and/or practices for directing stormwater from a basin type of structure to the groundwater table through permeable soils.

H. "Municipal NPDES permit" means an area-wide NPDES permit issued to a government agency or agencies for the discharge of stormwater from a stormwater system, and shall refer to NPDES permit number CAS617002 (R7-2008-0001) or its successor.

I. "National Pollutant Discharge Elimination System (NPDES) permit" means a stormwater discharge permit issued by the Santa Ana or Colorado River Basin Regional Water Quality Control Board in compliance with the federal Clean Water Act.

J. "Nonstormwater discharge" means any discharge to the storm drain system that is not entirely composed of stormwater.

K. "Person" means any natural person, firm, association, club, organization, corporation, partnership, business trust, company or other entity which is recognized by law as the subject of rights or duties.

L. "Pollutant" means anything which causes the deterioration of water quality such that it impairs subsequent and/or competing uses of the water. Pollutants may include, but are not limited to, paints, oil and other automotive fluids, soil, rubbish, trash, garbage, debris, refuse, waste, fecal coliform, fecal streptococcus, enterococcus, heavy metals, hazardous waste, chemicals, fresh

concrete, yard waste from commercial landscaping operations, animal waste, materials that result from the process of constructing a building or structure, nauseous or offensive matter of any kind.

M. "Premises" means any building, lot, parcel of land, or portion of land whether improved or unimproved.

N. "Retention basin" allows for relatively large flows of stormwater to enter in a basin type of structure during large storm events for which discharges are limited by outlet structures to a storm drain, the street, or other parts of the storm drain system. This type of basin notably has an outlet or discharge point so that stormwater does not accumulate in the basin for extended periods of time, when feasible, such that the stormwater permeates to a groundwater table.

O. "Storm drain system" means any facility by which stormwater may be conveyed to waters of the United States. The storm drain system includes, but is not limited to, any roads with drainage systems, streets, curbs, gutters, catch basins, natural and artificial channels, ditches, aqueducts, storm drains, inlets, conduit or other drainage structures.

P. "Stormwater runoff" means surface runoff and drainage associated with rainstorm events and snow melt. (Code 1965, § 34-3.)

(Ord. No. 1415, § 2, 1-12-10)

13.24.040 - Responsibility for administration.

This chapter shall be administered for the city by the director of public works.

(Code 1965, § 34-4.)

13.24.050 - Regulatory consistency.

This chapter shall be construed to assure consistency with the requirements of the federal Clean Water Act and acts amendatory thereof or supplementary thereto, applicable implementing regulations, and any existing or future municipal NPDES permits and any amendments, revisions or reissuance thereof.

(Code 1965, § 34-5.)

13.24.060 - Discharge of pollutants.

A nonstormwater discharge to the storm drain system is a violation of this chapter.

A. The prohibition of discharges shall not apply to any discharge regulated under a NPDES permit or waiver issued to the discharger and administered by the state of California under the authority of the EPA, provided that the discharger is in full compliance with all requirements of the permit or waiver and other applicable laws or regulations.

B. Discharges from the following activities will not be considered a source of pollutants to waters of the United States when properly managed: water line flushing and other discharges from potable water sources, landscape irrigation and lawn watering, irrigation water, diverted stream flows, rising groundwaters, infiltration to separate storm drains, uncontaminated pumped ground water, foundation and footing drains, water from crawl space pumps, air conditioning condensation, springs, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges or flows from fire fighting.

(Code 1965, § 34-7.)

13.24.070 - Discharge in violation of permit.

A. Any discharge that results in or contributes to a violation of an existing or future municipal NPDES permit(s) and any amendment, revision or reissuance thereof, either separately considered or when combined with other discharges, is a violation of this chapter and is prohibited.

B. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, and such persons shall defend, indemnify and hold harmless the city in any administrative or judicial enforcement action relating to such discharge.

C. A copy of the current municipal NPDES permit will be filed in the city clerk's office. (Code 1965, § 34-8.)

(Ord. No. 1415, § 3, 1-12-10)

13.24.080 - Illicit connections and illegal discharges.

A. It is a violation of this chapter to establish, use, maintain, or continue an illicit connection to the city's storm drain system, or to commence or continue any illegal discharge to the city's storm drain system. The prohibition against illicit connections is expressly retroactive and applies to past illicit connections when made.

B. Illegal discharges include, without limitation, the following:

1. Discharges of wash water resulting from the hosing or cleaning of gas stations, auto repair garages, or other types of automotive services facilities;

2. Discharges resulting from the cleaning, repair, or maintenance of any type of equipment or machinery including motor vehicles, cement-related equipment, and port-a-potty service;
3. Discharges of wash water from mobile operations such as oily or greasy discharges from mobile automobile washing or similar mobile services, and/or discharges from steam cleaning, power washing, and carpet cleaning;
4. Discharges of runoff from material storage areas containing chemicals, fuels, grease, oil, or other hazardous materials as that term is defined by the federal Department of Transportation; and
5. Discharges of food-related wastes, including without limitation, grease, fish processing, and restaurant kitchen mat and trash bin wash water. (Code 1965, § 34-9.)

(Ord. No. 1415, § 4, 1-12-10)

13.24.090 - Reduction of pollutants in stormwater.

A. It is a violation of this chapter to throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, placed, left or maintained, any pollutant, including but not limited to refuse, rubbish, garbage, abandoned vehicles or other discarded or abandoned objects, articles, and accumulation, in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place, or upon any public or private plot of land in the city.
B. It is an exception to the above that such pollutant is being temporarily placed in an appropriate container with a spill containment system for later collection and removal.
C. It is a violation of this chapter to cause or permit any Dumpster, solid waste bin, or similar container to leak such that any pollutant is discharged into any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place, or upon any public or private plot of land in the city.

(Code 1965, § 34-10.)

13.24.100 - Outdoor storage areas—Commercial and industrial facilities.

A. It is a violation of this chapter for any person to improperly store grease, oil or other hazardous substances in outdoor areas such that any of these substances may leak or otherwise discharge from the container in which the substance is stored. In outdoor areas, no person shall improperly store motor vehicles, machine parts, or other objects in a manner that may leak grease, oil, or other hazardous substances.

B. To prevent the discharge of hazardous substances from the property, the city shall require the installation of a spill containment system. Spill containment systems may consist of a system of dikes, walls, barriers, berms, or other devices as required.

C. It is a violation of this chapter for any person to operate a spill containment system such that it allows incompatible liquids to mix and thereby create a hazardous condition.

D. Any person or entity that owns or operates a commercial and/or industrial facility(s) shall comply with the provisions of this chapter. All such facilities shall be subject to inspection as required by this chapter, California Water Code §§ 13000 et seq. (Porter-Cologne Water Quality Control Act), Title 33 U.S.C. § 1251 et seq. (Clean Water Act), any applicable state or federal regulations promulgated thereto, and any related administrative orders or permits issued in connection therewith. (Ord. No. 1965, § 34-11.)

(Ord. No. 1415, § 5, 1-12-10)

13.24.110 - Construction sites and onsite storage and infiltration of stormwater.

Any person performing construction work in the city shall comply with the provisions of this chapter and the Uniform Building Code, latest edition, for erosion and sediment control, as well as City of Banning Ordinance 1388 which is incorporated by reference hereto. In addition, except as waived by or agreed to by the director or the director's designee consistent with NPDES permit provisions and requirements, development of all land within the city must include provisions for the management of stormwater runoff from the property which is to be developed, including volumetric or flow based treatment control BMP design criteria, and/or exceptions to these requirements, and methodologies used to ensure proper management of stormwater runoff post-construction. This management shall consist of constructing storage and/or infiltration facilities, which includes basins. At a minimum, all development will make provisions to store runoff from rainfall events up to and including the one-hundred-year, three-hour duration event. Post-development peak urban runoff discharge rates shall not exceed pre-development peak urban runoff discharge rates.

The city engineer shall be provided for review, comment and/or approval the drainage study, hydrologic analysis and design of drainage facilities prepared by a licensed professional engineer. (Code 1965, § 34-12.)

(Ord. No. 1415, § 6, 1-12-10)

13.24.120 - New development and redevelopment.

A. Existing development shall control stormwater runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The director shall identify the BMPs that may be implemented to prevent such deterioration and shall indentify the manner of implementation.

B. Any new development or redevelopment project shall control the volume and rate of stormwater runoff from the project so as to prevent any deterioration of water quality which would impair the subsequent or competing uses of the water. The director shall establish written retention standards and guidelines and/or implement BMPs designed to control the rate and volume of stormwater runoff from new developments and redevelopments as may be appropriate to minimize the discharge and transport of pollutants. The standards, guidelines and BMPs shall include a provision permitting adjustments for specific projects where the director finds that due to unique circumstances not generally applicable to other properties, such adjustments are required but in such circumstances the director shall provide a written finding.

   1. All new development and redevelopment projects that fall into one of the following categories are subject to the Water Quality Management Plan Design Standards for Best Management Practices as set forth in the NPDES permit number CAS617002 (Section F.1.c.), which is incorporated by reference hereto, a copy of which is available in the city clerk's office:

      a. Single-family hillside residences that create ten thousand square feet, or more, of impervious area where the natural slope is twenty-five percent or greater, including single-family hillside residences that create ten thousand square feet of impervious area where the natural slope is ten percent or greater where erosive soil conditions are known;

      b. Ten thousand square foot commercial and industrial developments;

      c. Automotive repair shops (with standard industrial classification ("SIC") codes 5013, 7532, 7533, 7534, 7537, 7438, and 7539);

      d. Retail gasoline outlets disturbing greater than five thousand square feet;

      e. Restaurants disturbing greater than five thousand square feet;

      f. Home subdivisions with ten or more housing units; and

      g. Parking lots five thousand square feet or more or with twenty-five or more parking spaces and potentially exposed to nonstormwater discharges.

C. Acceptable methods and standards for controlling stormwater runoff volumes, rates, and pollutant load may include, but are not limited to, the following:

   1.

Increase Permeable Areas. Avoid placing impervious surfaces in highly porous soil areas; incorporate landscaping and open space into the project design; use porous materials for or near driveways and walkways; incorporate detention ponds and infiltration pits into the project's design; avoid placing pavement and other impervious surfaces in low-lying areas.

2. Direct Runoff to Permeable Areas. Direct stormwater runoff away from impermeable areas to swales, berms, green strip filters, gravel beds, and french drains. Install rain gutters and orient them toward permeable areas. Modify the grade of the property to divert flow to permeable areas and minimize the amount of stormwater runoff leaving the property. When designing curbs, berms or other structures, avoid designs which isolate permeable or landscaped areas.
3. Maximize Stormwater Storage for Reuse. Use retention structures, subsurface areas, cisterns, or other structures to store stormwater runoff for reuse or slow release.
4. Any new development shall comply with the provisions of this chapter, City of Banning Ordinance 1388 and the municipal NPDES permit, all of which are incorporated by reference hereto.

D. In the event the municipal NPDES permit is modified, the Director is authorized to apply the criteria of such successor permit.

E. In addition to the foregoing provisions, all existing and new development and redevelopment plans shall comply with stormwater code Section 13.24.110.

F. Any violation of this section is punishable as provided in the Banning Municipal Code including this chapter. In addition, fines may be imposed on a schedule agreed to between the city and any person or entity seeking to engage in a development or redevelopment project in the city. (Code 1965, § 34-13.)

(Ord. No. 1415, § 7, 1-12-10)

13.24.125 - Issuance, suspension and revocation of permits or licenses.

A. No permit or license shall be issued unless it is in accordance with all the provisions of city ordinances as codified in the Banning Municipal Code, including Titles 5, 13 and 15, and any permit or license issued contrary to the provisions of the Banning Municipal Code shall be void and of no effect.

B. An enforcement officer, after compliance with the procedures hereunder, may revoke or suspend a permit or license issued by the city upon a finding that:

1. The permittee or licensee has violated any of the conditions or requirements of the permit or license, or provisions of the Banning Municipal Code and any ordinances, rules or regulations pertaining to the permit or license; or

2. The permit or license was issued in error; or
3. The permit or license was issued on the basis of incorrect information supplied by the permittee or licensee.

C. Revocation or suspension of a permit or license issued by the city is proper when written notice of the violation(s) has been sent to the permittee or licensee by first class mail and the permittee or licensee has failed or neglected to correct the violation within twenty days from the date the written notice was mailed.

(Ord. No. 1415, § 8, 1-12-10)

13.24.130 - Compliance with general permits.

A. Any industrial discharger, discharger associated with construction activity, or other discharger subject to any NPDES permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, the Santa Ana Regional Water Quality Control Board or the Colorado River Basin Regional Water Quality Control Board, shall comply with all requirements of such permit.

B. Proof of compliance with the municipal NPDES permit will be required in a form acceptable to the director prior to issuance of any city grading, building, or occupancy permits. Due to requirements set forth in the NPDES permit changing from time to time, said compliance with the municipal NPDES permit requires compliance with the most recent NPDES permit on file in the city clerk's office. (Code 1965, § 34-14.)

(Ord. No. 1415, § 9, 1-12-10)

13.24.140 - Compliance with BMPs.

Where BMP guidelines or requirements have been adopted by any federal, state of California, regional, and/or local agency, for any activity, operation, or facility which may cause or contribute to stormwater pollution or contamination, illicit discharges, and/or discharge of nonstormwater to the stormwater system, every person undertaking such activity or operation, or owning or operating such facility shall comply with guidelines or requirements as may be identified by the director.

(Code 1965, § 34-15.)

13.24.150 - Authority to inspect.

A. Whenever necessary to make an inspection to enforce any of the provisions of this chapter or the municipal NPDES permit, or whenever an enforcement officer has reasonable cause to believe that there exists in any building or upon any premises any condition which constitutes a violation of the provisions of this chapter, the enforcement officer may enter such building or premises at all reasonable times to inspect the same or perform any duty imposed upon the enforcement officer by this chapter.

B. Entry hereunder shall be subject to the following:

   1. If such building or premises be occupied, an enforcement officer shall first present proper credentials and request entry; and
   2. If such building or premises be unoccupied, an enforcement officer shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or obtain a warrant to enter.

C. Any request for entry made hereunder shall state that the property owner or occupant has the right to refuse entry and that in the event such entry is refused, inspection may be made only upon issuance of a search warrant by a duly authorized magistrate. In the event the owner and/or occupant refuses entry after such request has been made, the official is empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

D. Routine or area inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of this chapter and the municipal NPDES permit, including, but not limited to, random sampling and/or sampling in areas with evidence of stormwater contamination, illicit connections, illegal discharges, nonstormwater discharge to the stormwater system, follow up inspections as required by the County of Riverside, the Compliance Assistance Program ("CAP") of the NPDES permit, or the California State Water Quality Regional Control Board, or similar factors.

E. The property owner and/or occupant are liable for inspection fees as set forth in the city's adopted fee schedule through City Resolution 2006-114 duly adopted on September 12, 2006, which may be amended by the city council from time to time. (Code 1965, § 34-16.)

(Ord. No. 1415, § 10, 1-12-10)

13.24.160 - Authority to sample and establish sampling devices.

With the consent of the owner or occupant or pursuant to a search warrant, any authorized enforcement officer may establish on any property such devices as are necessary to conduct sampling or metering operations. During all inspections as provided herein, the enforcement officer may take any samples deemed necessary to aid in the pursuit of the inquiry or in the recordation of the activities on-site.

(Code 1965, § 34-17.)

13.24.170 - Notification of spills.

A. All persons in charge of a facility or responsible for emergency response for a facility are personally responsible to train facility personnel and maintain notification procedures to assure that immediate notification is provided to the city of any suspected, confirmed or unconfirmed release of material, pollutants or waste creating a risk of discharge into the city storm drain system.

B. As soon as any person in charge of a facility or responsible for emergency response for a facility has the knowledge described in subsection A of this section, such person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release, and shall notify the city of the occurrence by telephoning and confirming the notification by correspondence to the director of the public works department and fire department.

(Code 1965, § 34-18.)

13.24.180 - Requirement to test or monitor.

A. An enforcement officer may request that any person engaged in any activity and/or owning or operating any facility which may cause or contribute to stormwater runoff, illicit connections, illegal discharges, and/or discharge of pollutants or nonstormwater to the stormwater system, undertake such monitoring activities and/or analyses and furnish such reports as the enforcement officer may specify. The burden, including costs, of these activities, analyses and reports shall bear a reasonable relationship to the need for the monitoring, analyses and reports and the benefits to be obtained. The recipient of such request shall undertake and provide the monitoring, analyses and/or reports requested within a reasonable time frame as set forth by the enforcement officer or as agreed to between the enforcement officer and the person.

B. In the event the owner or operator of a facility subject to a monitoring and/or analyses order fails to conduct required monitoring and/or analyses and furnish the required reports in the form required, an enforcement officer may cause such monitoring and/or analyses to be performed within thirty days.

1. The costs, therefore, including the reasonable additional administrative costs incurred by the city, shall be the responsibility of the owner of the property and/or the person or entity in possession of the property.
2. The costs thereof shall be invoiced to the owner of the property and/or the person or entity in possession of the property.
3.

If the invoice is not paid within sixty days of the issuance thereof, the costs may be levied as a lien upon and against the property and continue in existence until the same shall be paid consistent with the Banning Municipal Code including Chapter 8.48.

4. If the lien is not satisfied by the owner of the property within three months after the completion by an enforcement officer of the required monitoring and/or analyses and reports, the property may be sold in satisfaction thereof in a like manner as other real property is sold under execution. (Code 1965, § 34-19.)

(Ord. No. 1415, § 11, 1-12-10)

13.24.190 - Violations constituting misdemeanors.

A. Unless otherwise specified by ordinance, the violation of any provision of this chapter, or failure to comply with any of the mandatory requirements of this chapter shall constitute a misdemeanor.

B. Notwithstanding any other provisions of this chapter, any such violation constituting a misdemeanor under this chapter, at the discretion of the authorized enforcement officer may be charged and prosecuted as an infraction.

(Code 1965, § 34-20.)

13.24.200 - Penalties.

A. It shall be unlawful for any person to violate any provision of this chapter.

1. Any person violating any provision of this chapter shall be deemed guilty of an infraction or misdemeanor as hereinafter specified.
2. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted.

B. Any person so convicted shall be:

1. Guilty of an infraction offense and punished by a fine not exceeding one hundred dollars for a first violation;
2. Guilty of an infraction offense and punished by a fine not exceeding two hundred dollars for a second violation;
3. The third and any additional violations shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding one thousand dollars or six months in jail, or both.

C. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor.

D. Payment of any penalty herein shall not relieve a person from the responsibility for correcting the violation.

(Code 1965, § 34-21.)

13.24.210 - Concealment.

Causing, permitting, aiding, abetting or concealing a violation of any provision of this chapter shall constitute a violation of such provision.

(Code 1965, § 34-22.)

13.24.220 - Violations deemed a public nuisance.

A. In addition to the penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to the public health, safety and welfare, and may be declared and deemed a nuisance, and may be summarily abated and/or restored by an enforcement officer, and/or civil action to abate, enjoin or otherwise compel the cessation of such nuisance may be taken as authorized by the Banning Municipal Code including Chapter 8.48 or in any other manner provided by law.

B. If any violation of this chapter constitutes a seasonal and recurrent nuisance, the director shall so declare. Thereafter such seasonal and recurrent nuisance shall be abated every year without the necessity of any further hearing.

C. In any administrative or civil proceeding under this chapter in which the city prevails, the city shall be awarded all costs of investigation, administrative overhead, out-of-pocket expenses, costs of administrative hearing, costs of suit and reasonable attorney's fees.

(Code 1965, § 34-23.)

(Ord. No. 1415, § 12, 1-12-10)

13.24.225 - Payment of abatement costs, penalties or damages.

If payment of an award of abatement costs, penalties or damages is not made within ten days of an administrative or judicial determination of such costs, penalties or damages, the enforcement officer may file a notice of lien as provided for in the Banning Municipal Code, Chapter 8.48, describing the real property affected and the amount of the costs, penalties or damages claimed by the city with the office of the County Recorder of Riverside County. The enforcement officer may transmit the judgment or award of abatement costs, penalties or damages of the

city, which shall place the amount thereof on the assessment roll as a special assessment to be paid with county taxes, unless paid earlier. A judgment or award of such costs, penalties or damages may also be enforced in any other manner provided by law, including the property being sold under execution if the recorded lien remains unpaid for at least three months.

(Ord. No. 1415, § 13, 1-12-10)

13.24.230 - Judicial review.

The provisions of Section 1094.6 of the California Code of Civil Procedure are applicable to judicial review of city decisions pursuant to this chapter.

(Code 1965, § 34-24.)

13.24.240 - Civil actions.

In addition to any other remedies provided herein, this chapter may be enforced by civil action brought by the city. In any such action, the city shall grant, as appropriate, any or all of the following remedies:

A. A temporary and/or permanent injunction;

B. Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which led to the establishment of the violation, and for the reasonable costs and attorney's fees of preparing and bringing legal action under this subsection.

C. Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation;

D. Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life. Assessments under this section shall be paid to the city to be used exclusively for costs associated with monitoring and establishing stormwater discharge pollution control systems and/or implementing or enforcing the provisions of this chapter.

(Code 1965, § 34-25.)

(Ord. No. 1415, § 14, 1-12-10)

13.24.250 - Cease and desist orders.

When an authorized enforcement officer finds that a discharge has taken place or is likely to take place in violation of this chapter, the officer may issue an order to cease and desist such discharge, or practice, or operation likely to cause such discharge and direct that those persons not complying shall:

A. Comply with the requirement;

B. Comply with a time schedule for compliance; and/or

C. Take appropriate remedial or preventive action to prevent the violation from recurring.

(Code 1965, § 34-26.)

13.24.260 - Notice to clean.

A. Whenever an authorized enforcement officer finds any oil, earth, dirt, grass, weeds, dead trees, tin cans, rubbish, refuse, waste or any other material of any kind, in or upon the sidewalk abutting or adjoining any parcel of land, or upon any parcel of land or grounds, which may result in an increase in pollutants entering a city storm sewer system or natural watercourse, or a nonstorm sewer system or natural watercourse, or a nonstorm water discharge to a city storm sewer system or natural watercourse, he or she may give notice to remove such oil, earth, dirt, grass, weeds, dead trees, tin cans, rubbish, refuse, waste or other material, in any manner that he or she may reasonably provide. The recipient of such notice shall undertake the activities as described in the notice.

B. In the event the owner or operator of a facility fails to conduct the activities as described in the notice, the authorized enforcement officer may cause such required activities as described in the notice, and the cost thereof shall be invoiced to the owner of the property.

1. If the invoice is not paid within sixty days, a lien shall be placed upon and against the property.

2. If the lien is not satisfied by the owner of the property within three months after the completion of the required activities by the authorized enforcement officer the property may be sold in a satisfaction thereof in a like manner as other real property is sold under execution.

(Code 1965, § 34-27.)

13.24.270 - Nonexclusivity of remedies.

Remedies under this chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal, as provided by federal, state and local law. The remedies provided for herein shall be cumulative and not exclusive. (Code 1965, § 34-28.)

(Ord. No. 1415, § 15, 1-12-10)

13.24.280 - Appeal.

In addition to the provisions of Chapter 1.20 of the Banning Municipal Code, any person, firm, corporation or organization required by an enforcement officer to perform monitoring, analyses, reporting, or corrective activities, or for revocation or suspension of a permit or license, and who is aggrieved by the decision of an enforcement officer, may appeal such decision to the director within fifteen days following the effective date of the enforcement officer's decision by writing to the director. Upon receipt of such request, the director shall request a report and recommendation from the enforcement officer and shall set the matter for hearing at the earliest practical date not to exceed sixty days from the date the request is filed. At said hearing, the director may hear additional evidence, and may reject, affirm or modify the enforcement officer's decision. Such decision shall be written and final unless appealed to the city council, which is required pursuant to California Code of Civil Procedure § 1094.6 prior to commencing any civil action commencing. (Code 1965, § 34-29.)

(Ord. No. 1415, § 16, 1-12-10)

City of Banning

June 26, 2024

Ray Akhtarshad
Santa Ana Regional Water Quality Control Board
3737 Main Street, Suite 500
Riverside, Ca 92501

RE: Santa Ana Regional Water Quality Control Board's Request for a Report of Waste Discharge (ROWD) from the City of Banning

Mr. Akhtarshad,

The City of Banning received an email from you on June 20, 2024 asking for status on the City of Banning's timeline to submit a ROWD application. Below is a summary of the City's understanding of the April meeting, next steps, and timelines.

The City of Banning held a meeting with Santa Ana and Colorado River Basin Water Board staff regarding Banning's jurisdiction within the Santa Ana watershed. During the course of that meeting, it was brought up by Mr. Adam Fischer that there is a portion of the City of Banning that is tributary to Potrero Creek within the jurisdiction of the Santa Ana Regional Water Quality Control Board. City of Banning's response to this pointed out that the vast majority of the tributary drainage area is collected in local storm drains and discharged into a private storm drain system within the Sun Lakes Country Club community, specifically to the private golf course within the community. The City of Banning committed to further investigate the City's MS4 system and outlet points to provide information back to Santa Ana Water Board staff. The following exhibits reflect that research and the amount of the tributary area located within the City of Banning:

- Exhibit 1 – Banning Tributary Area: Identifies Potrero Creek drainage area as supplied by GEI consultants related to the LE/CL TMDL update.
- Exhibit 2 – Banning SD Systems: Identification of SD systems within City of Banning and Sun Lakes Country Club private community.
- Exhibit 3 – Outfall Detail Exhibit: Details of outfalls of Banning storm drains to the private Sun Lakes Country Club, and portion of Highland Springs Ave that drains overland and directly to Potrero Creek.

As shown in the attached exhibits, the portion of the City of Banning's MS4 that has a connection to Waters of the U.S. is the half width of Highland Springs Ave from a point south of a set of flow-by catch basins in the roadway, and the adjacent parkway to the road. In total, this

is approximately 5.5 acres of land within the tributary watershed. All other portions of the tributary watershed are either diverted to Smith Creek, to Sun Lakes Country Club's private storm drain system, or to a MS4 that discharges into the Sun Lakes County Club's golf course with no direct connection to the Waters of the U.S. Furthermore, the City of Banning does not own or operate an outfall that discharges to Potrero Creek.

Due to the City of Banning's limited jurisdiction within the Santa Ana River Watershed, and based on discussion with staff from both the Santa Ana and Colorado River Basin Water Boards, the City of Banning requests that the Santa Ana Water Board designate the Colorado River Basin Water Board for regulation of all portions of the city pertaining to the MS4, regardless of the Regional Water Quality Control Board jurisdictional boundaries.

The City of Banning received a link from Santa Ana Water Board staff to 40 CFR 122.26, without any guidance or direction from Regional Board staff on the necessary steps to complete the action. During the April 15, 2024 meeting, the City of Banning and Riverside County Flood Control District requested examples of the application from cities who were incorporated into the Riverside County MS4 Permit (Order R8-2010-0033), as amended by Order R8-2013-0024. Development and submittal of a ROWD is a time intensive and costly action, and the City of Banning wants to understand the outcomes from submitting a ROWD, if necessary. The City of Banning wants to ensure it is directing general funds to necessary community and public safety services, and not towards a regulatory commitment with potentially no outcome.

The City of Banning wishes to work collaboratively with the Santa Ana Water Board; however, the City has not received guidance from Santa Ana Water Board staff on the outcomes of this process. As noted in our January 30, 2024 letter to the Santa Ana Water Board, discussions with Santa Ana Water Board staff on March 18 and April 15, and in the letter, the City of Banning is requesting:

1. Santa Ana Water Board staff remove the City of Banning as a responsible party from the pending Basin Plan Amendment for the Lake Elsinore and Canyon Lake Nutrients TMDL;

2. The Santa Ana Water Board designate the Colorado River Basin Water Board for the regulation of all portions of the City of Banning's MS4, regardless of the Regional Water Quality Control Board jurisdictional boundaries;

3. Guidance from the Santa Ana Water Board on how to submit a ROWD (if necessary), examples of the applications submitted by newly incorporated Riverside County cities under Order R8-2013-0024, and a clear explanation of the purpose and outcomes for the submittal of a ROWD; and

4. A meeting with Santa Ana and Colorado River Basin Water Board staff regarding the aforementioned goals.

The City of Banning appreciates the time the Santa Ana Water Board staff have taken to review the letters and exhibit we have sent, and the several meetings that have occurred thus far. If you have any questions regarding the contents of this letter, please reach directly by email at nsmith@banningca.gov or by phone at 951-922-3182.

Sincerely,



Nathan C Smith, PE
Deputy Director of Public Works/City Engineer
City of Banning

Cc: Jayne Joy, Santa Ana Regional Water Quality Control Board
Adam Fischer, Santa Ana Regional Water Quality Control Board
Lauren Briggs, Santa Ana Regional Water Quality Control Board
Kai Dunn, Colorado River Basin Water Quality Control Board
Logan Raub, Colorado River Basin Water Quality Control Board
Jay Mirapour, Colorado River Basin Water Quality Control Board
Richard Boon, Riverside County Flood Control District
Ryan Kearns, Riverside County Flood Control District

Encl: Exhibit 1: Banning Tributary Area
Exhibit 2: Banning Storm Drain Systems
Exhibit 3: Outfall Detail Exhibit

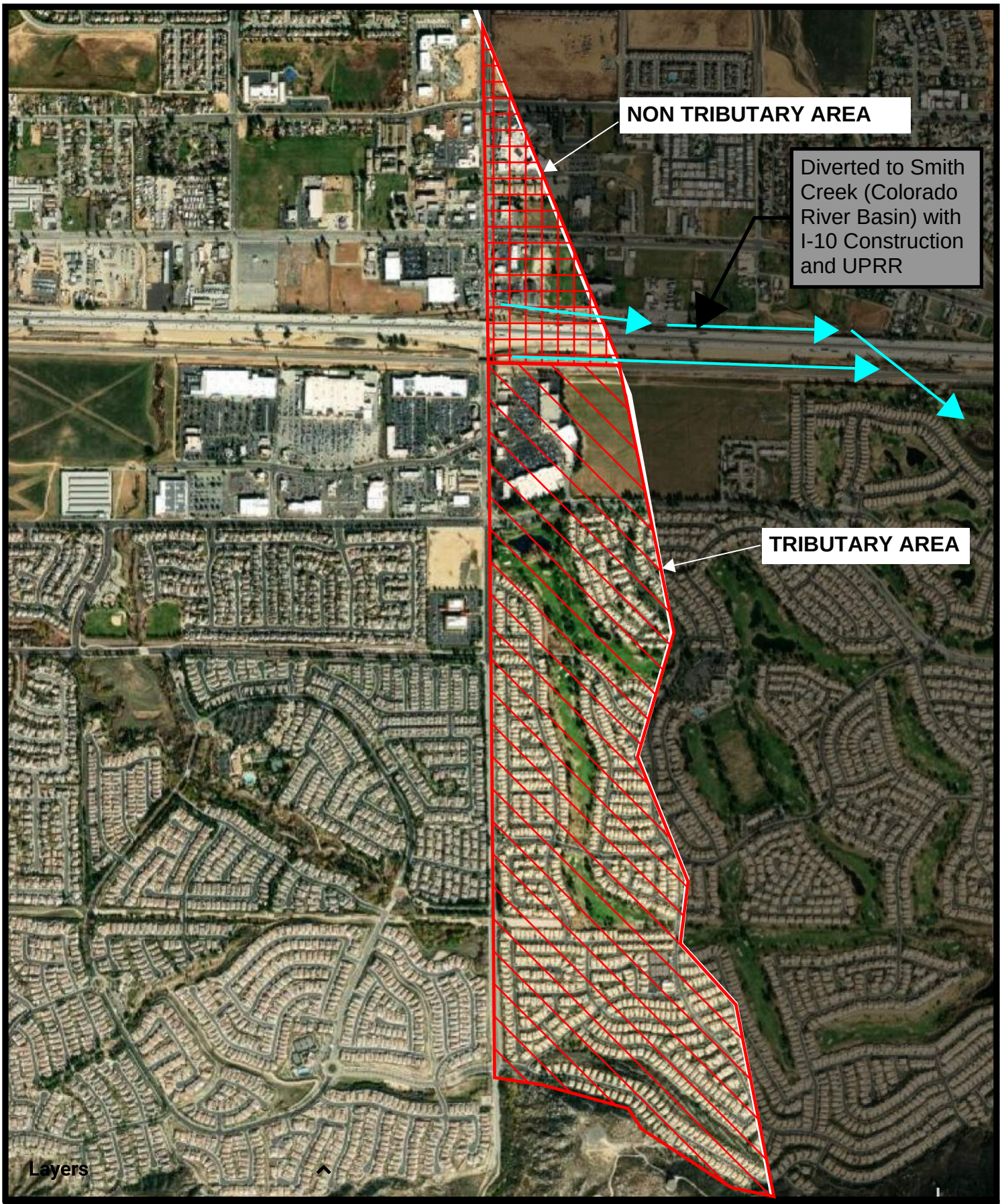


EXHIBIT 1: BANNING CONTRIBUTING AREA

Identified Watershed per GEI Consultants
(related to LE/CL Efforts)

Caltrans Channel - Diversion to Smith Creek

Sun Lakes Country Club Private HOA

Outfall Point to Potrero Creek

LEGEND

RUNOFF FLOW

TRIBUTARY AREA

EXHIBIT 2: BANNING STORM DRAIN SYSTEM

Sun Lakes Village Shopping Center
(Overland Drainage to Highland Springs Ave and Sun Lakes Boulevard)

City MS4 outfall to Sun Lakes Country Club Private Storm Drain and Drainage System

Surface Flows to Smith Creek (Colorado River Basin)

City MS4 outfall to Sun Lakes Country Club Private Storm Drain and Drainage System

Sun Lakes Country Club (Private Community)

CITY OF BEAUMONT

CITY OF BANNING

HP

SUN LAKES BLVD

Sun Lakes Blvd

FIRST ST

SECOND ST

WINGFOOT AVE

LAGUNA DR

City MS4 Connection Point to Sun Lakes Country Club Private Storm Drain and Drainage System

Sun Lakes Country Club Private Storm Drain and Drainage System

Spring Creek

Lewis Creek

Piper Creek

Salt Creek

Spyglass Ave

Cypress Point Dr

Kapalua Bay Ave

Harbour Town Wa

Glen Eagles Dr

Sun Lakes Country Club (Private Community)

Tuckaway Ave

Paradise Island Ln

W Bardmoor Av

Beaver Creek

Crooked Creek

S Highland Springs Ave

POTRERO CREEK

Turnberry Dr

Litchfield Dr

Ponte Verda

Sun Lakes Country Club Private Storm Drain and Drainage System

Sawgrass Dr

Lucinda Terrace

Breckenridge Ave

APPROXIMATE AREA OF IMPACT IN YELLOW (5.5 A.C.±) HIGHLAND SPRINGS AVE -HALF WIDTH+PARKWAY C.O.B.

N

INDEX MAP
NTS

City of Banning Surface Flow Discharge Point to Potrero Creek

City of Beaumont Storm Drain Outfall to Potrero Creek (RED)

Sun Lakes Country Club Private Storm Drain and Drainage System

Sun Lakes Country Club Private Storm Drain Outfall to Potrero Creek

PORTRERO CREEK

City of Banning Surface Flow Discharge Point to Potrero Creek

Sun Lakes Country Club Private Storm Drain Outfall to Potrero Creek

Exhibit 3: CITY OF BANNING STORM DRAIN SYSTEM

SUNLAKES PRIVATE STORM DRAIN SYSTEM & CONVEYANCE

LEGEND

- RUNOFF FLOW
- TRIBUTARY IMPACTED AREA & SUNLAKES PRIVATE STORM DRAIN AREA
- EXISTING STORM DRAIN
- HIGHLAND SPRINGS STREET (HALF-WIDTH+PARKWAY) IMPACTED AREA OF CONVEYANCE 4.5 AC APPROXIMATE
- HP HIGH POINT
- CITY BOUNDARY LINE

330

City of Banning

July 29, 2024

Tess Dunham
LECL Task Force Regulatory Advisor
Watershed Protection Authority
11615 Sterling Ave
Riverside, Ca 92503

RE: Response to Santa Ana Regional Water Quality Control Board's Revised Draft for Tentative Resolution R8-2024-XXXX Amending the Basin Plan and Lake Elsinore/Canyon Lake TMDL

Ms. Dunham,

The City of Banning has reviewed the Revised Draft from July 8 related to the *Resolution Amending the Water Quality Control Plan for the Santa Ana River Basin to Replace the 2004 Nutrient Total Maximum Daily Loads (TMDLs) for Lake Elsinore and Canyon Lake, in the San Jacinto River Watershed, Riverside County California with the 2024 Nutrient TMDLs for Lake Elsinore and Canyon Lake, in the San Jacinto River Watershed, Riverside County, California*, (Basin Plan Amendment), and provides the following comments.

1. Additional language regarding responsible parties

Page 36 of the proposed Basin Plan Amendment includes language that states "*…the identified responsible parties may change as new and additional data and information becomes available that may either identify new additional categories of responsible discharges or finds that certain identified discharges should no longer be considered responsible*" and "*As responsible parties change, the Santa Ana Water Board will periodically update the Basin Plan to reflect these changes.*"

The City of Banning agrees with the language above that allows for periodic updates and changes based on new and changing data.

2. The City of Banning objects to its inclusion as a Responsible Party

The Santa Ana Regional Board has been working on revisions to the Lake Elsinore/Canyon Lake (LECL) TMDL and development of a Basin Plan Amendment dating back to 2015. During that timeframe, the City of Banning was not aware of its potential inclusion until a virtual meeting with the Santa Ana Regional Board Staff on July 17, 2023. The Santa Ana Regional

Board did not conduct any outreach to the City of Banning, make any presentation or information available to the City Council, or members of the public. As such, the City of Banning has not had the ability to plan for new and permanent general fund expenses, nor has the City been able to estimate what those new and permanent expenses would be. The City of Banning is designated as a disadvantaged community, and new general fund expenses would come at the expense of other critical city expenses such as public safety and park and recreation.

Given the additional language mentioned in Comment 1, the City of Banning should be removed as a responsible party until acceptable and responsible outreach to the community has been completed by the Santa Ana Regional Board.

3. **The Santa Ana Regional Board has not provided a formal response to previous correspondence and comments from the City of Banning regarding inclusion within the LECL TMDL.**

The City of Banning provided a comment letter to Santa Ana Regional Board staff on January 30, 2024 highlighting several issues with the updated LECL TMDL. The letter pointed out the lack of outreach and participation in the creation of the updated TMDL and commented on the inaccurate maps prepared by the TMDL Task Force. The LECL Task Force incorrectly assumed in the maps that approximately 300 acres within the City of Banning drained into the San Jacinto sub-watershed. The City also noted the hydrologic and geographic disconnection from the San Jacinto sub-watershed and several impoundments downstream of the City, such as Potrero Basin and Mystic Lake. While a meeting between the City of Banning and the Santa Ana Regional Board did occur for the City to provide additional detail, to date, a formal response to this letter has not been received by the City of Banning.

The City of Banning should be removed as a responsible party until such time that Regional Board staff provide a formal response to the referenced letter with allowance of adequate time for the City of Banning to review and evaluate those responses. A copy of this letter is included as an attachment for reference.

4. **The Santa Ana Regional Board has not provided a formal response to previous correspondence and comments from the City of Banning on its request for designation to Colorado River Basin Regional Board.**

The City of Banning provided a follow up letter to Santa Ana Regional Board staff on June 26, 2024 detailing the 5.5 acres of the City of Banning's MS4 that drains into the San Jacinto sub-watershed, which is significantly less that the previous estimate provided by the LECL Task Force. The remaining balance of the City that is part of the San Jacinto sub-watershed drains through a private MS4 into a multi-use golf course, or was diverted during the construction of Interstate 10 in the 1960's to the Whitewater River Watershed. The letter further requested designation of all portions of the City of Banning within the

Santa Ana Watershed to regulation under the Colorado River Basin Regional Board, who is responsible for the remainder of the City of Banning as part of the Whitewater Region Phase I MS4 Permit. To date, Santa Ana Regional Board staff has not provided a response or meeting request on this topic.

The City of Banning should be removed as a responsible party until such time that the Regional Board staff provides a formal response and meets with the City of Banning regarding the City's objection. A copy of this letter is included as an attachment for reference.

The City of Banning is a disadvantaged community, with an identified tributary area to the San Jacinto sub-watershed of 5.5 acres. Inclusion as a responsible party to the LECL TMDL brings with it additional mandatory expenses, as well as additional reporting, staff time, and resources to meet the TMDL requirements. Unlike other responsible parties who have been part of the LECL TMDL since 2004 and have received extensive outreach and communication with the Santa Ana Regional Board over the years, the City of Banning only documented two instances where it had the opportunity to speak with staff from the Santa Ana Regional Board's Inland Planning Section.

Requiring the City of Banning to pay into TMLD activities would come at the expense of other General Fund programs, including public safety and parks and recreation. The City of Banning should not be included as a responsible party until such time that the Santa Ana Regional Board provides a response to this and previously submitted letters. The Santa Ana Regional Board must also provide outreach to the City of potential requirements, allowing City staff to assess the required staff time and resources to comply with the TMDL, and present that information to the City Council and the citizens of the City of Banning.

In conclusion, Santa Ana Regional Board staff has not provided acceptable information and outreach to the City of Banning regarding the full impacts of being named as a responsible party. The language referenced in Comment 1 allows for the Santa Ana Regional Board and City of Banning to continue discussion regarding its inclusion as a responsible party after the Basin Plan Amendment has been adopted. The City of Banning should be removed from the Basin Plan Amendment as a responsible party and considered for addition in future updates as is proposed within the Basin Plan Amendment.

If you have any questions regarding the contents of this letter, please reach me directly by email at nsmith@banningca.gov or by phone at 951-922-3182.

Sincerely,



Nathan C Smith, PE
Deputy Director of Public Works/City Engineer
City of Banning

Cc: Jayne Joy, Santa Ana Regional Water Quality Control Board
Terri Reeder, Santa Ana Regional Water Quality Control Board
Lauren Briggs, Santa Ana Regional Water Quality Control Board
Kai Dunn, Colorado River Basin Water Quality Control Board
Logan Raub, Colorado River Basin Water Quality Control Board
Jay Mirapour, Colorado River Basin Water Quality Control Board
Richard Boon, Riverside County Flood Control District
Ryan Kearns, Riverside County Flood Control District
Steve Wolosoff, GEI Consultants
Rick Whetsel, Santa Ana Watershed Project Authority

Encl: 2024_0130 TMDL Applicability Response Letter
2024_0624 ROWD Response Letter and Designation Request

Good morning Chair Murray and members of the Board,

My name is Nate Smith, Deputy Director of Public Works and City Engineer for the City of Banning. I am speaking today on the Lake Elsinore/Canyon Lake TMDL, for which the public workshop for this item was cancelled.

The City of Banning would like to comment on the process by which we were included in the TMDL's Basin Plan Amendment. The TMDL was established 20 years ago in 2004, and work on the Basin Plan Amendment update, which included involvement from stakeholders, started 8 years ago in 2016. It was not until July of 2023, seven years after the basin plan amendment process began, that the City of Banning was made aware that it had been added as a responsible party, and this notification did not come from Regional Board staff. Since that time, we have written 3 response letters, none of which have received a formal answer from regional board staff. We had one in-person meeting with Regional Board staff on the TMDL on March 18, 2024, where Regional Board staff stated that the meeting was the beginning of further discussions. Since then, we have had limited to no information or outreach from regional board staff on the impacts of this TMDL on the City of Banning.

The City of Banning is located at the top of the San Jacinto watershed, which drains to Canyon Lake and Lake Elsinore. Our tributary area to the watershed is comprised of 5.5 acres of half width street improvements. The City does not own or operate an outfall that discharges to the San Jacinto River watershed. Runoff from the 5.5 acres of the City drains to Mystic Lake, which is situated upstream of Canyon Lake and Lake Elsinore. Mystic Lake has not overflown since 1998, before the TMDL was even established. How can the Regional Board state that the City is actively contributing to impairments in Canyon Lake and Lake Elsinore? As such, is the Board comfortable with staff certainty that discharges from Banning have a direct impact on Lake Elsinore and Canyon Lake?

The City of Banning is a disadvantaged community with limited financial resources. We are cautious to divert public resources from real public needs to water quality monitoring and efforts to reduce nutrient levels in Canyon lake that would not receive runoff from Banning in the vast majority of circumstances.

I ask the following of the Board:

1. That the Board direct staff to provide formal responses to the letters that have been provided thus far.
2. That the Board allow the City of Banning to make a complete presentation to the Board in a future meeting on the shortfalls in the process to which we were included as a responsible party.
3. That the City of Banning be removed as a responsible party pending results of further study and proper outreach and education to the City of Banning staff, Council, and citizens.

Thank you for your time.

Santa Ana Regional Water Quality Control Board

October 24, 2024

Mr. Doug Schulze
City Manager, City of Banning
99 E. Ramsey Street
Banning, CA 92220
citymanager@banningca.gov

Dear Mr. Schulze,

This is in response to your letter request sent to the Santa Ana Water Board dated January 30, 2024. In your letter of January 30, 2024, the City of Banning (city) expressed their objection to being identified as a responsible party in the revised *Lake Elsinore and Canyon Lake Nutrient Total Maximum Daily Loads (LECL TMDLs)*. The letter provides justification for your claim regarding exemption from the LECL TMDLs. While evaluating your request to be removed as a named responsible party under the LECL TMDLs, we have the following responses to your concerns:

1. There has been an inadequate opportunity to participate in the development of the LECL TMDLs.

   Response:

   In 2015, the Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) petitioned the Santa Ana Water Board to reopen and revise the LECL TMDLs due to new information such as changes in the watershed from development and improved water quality models. The revised LECL TMDLs assign allocations of nutrient loads by jurisdictional boundaries using city, county, state, federal, and agricultural land mapping. It was not until the latest land use mapping, which was updated for the TMDL revision in July 2023 where approximately 300 acres of land within the City of Banning was identified as falling within the San Jacinto River watershed's jurisdiction; as a result, waste load allocations were assigned to the city. Since Santa Ana Water Board staff and the city met on March 18, 2024, to discuss this letter, Nathan Smith and Ann Marie Loconte have been added to the LECL TMDL Task Force email distribution list, which includes email notifications of all Task Force meetings during which TMDL updates and requests for draft document review and comments are discussed.

2. Hydraulic boundary maps used to establish jurisdictional boundaries are based on old topographic data and do not reflect built in conditions, such as water diversions.
   Response:
   Mapping used to support source assessment was based on the Southern California Association of Governments (SCAG) 2019 mapping data. Any built-in conditions, such as diversions, would still be subjected to the TMDLs if flow from the discharge point was located within the City's jurisdictional boundary.

3. Flow from the discharge point for the storm drain system travels considerable distance through a natural creek before reaching a regional detention basin; any further remaining flows then drains into the Mystic Lake.
   Response:
   Although Mystic Lake has not overflowed into the San Jacinto River since 1999, any future overflows from Mystic Lake is likely to deliver significant nutrient loads to Lake Elsinore.

4. Due to subsidence of land within Mystic Lake and the limited overflow to Canyon Lake (last overflow 1999), runoff from the city likely does not reach Canyon Lake.
   Response:
   The City is correct in stating that the storage capacity in Mystic Lake has increased due to the subsidence of land within the basin bottom. However, the data shows that during the 2004-2005 wet season, the lake was near full capacity. In addition, hydraulic models estimating the average annual volume of runoff also predict (though with low probability) that Mystic Lake to overflow, which would result in significant nutrient inputs downstream. The LESJWA consultants recently conducted hydraulic modeling based on the most recent and relevant data, which does not confirm that Mystic Lake will never overflow in the future.

5. The City of Banning is a disadvantaged community and TMDL implementation fees will take away from public needs to go toward water quality and monitoring efforts for runoff that might never reach Canyon Lake.
   Response
   The Santa Ana Water Board recognizes that the city is identified as a disadvantaged community. The Office of Environmental Health Hazard Assessment's (OEHHA's) CalEnviroScreen mapping tool also identifies several other cities within the San Jacinto River watershed as disadvantaged communities including Hemet, Riverside, Moreno Valley, Perris, and Lake Elsinore for socioeconomic disadvantages. This stressor, however, does not constitute an exemption from the LECL TMDLs.

In response to the City's request, and other responsible parties who have expressed similar opposition, a task has been included in the revised TMDLs to define and identify minor source contributors (Task 9). This task is to be completed within three (3) years from the effective date of the TMDLs and will include a report of findings and recommendations to determine if there is a level of total phosphorus and total nitrogen discharges that can be considered minor, identify the responsible parties that would be minor contributors, and identify the appropriate level of implementation for minor sources. Based on the findings and recommendations from this study, further revisions to the LECL TMDLs would be considered as appropriate and necessary.

It is unsolicitous for Santa Ana Water Board staff to evaluate individual requests and recommend a unilateral action to exempt the City of Banning and other similar entities as a responsible party from the LECL TMDLs bypassing the Task Force. Though we are in support of an exemption if minor impacts are ascertained with a consistent equitable process adopted by LESJWA for the City of Banning and other similar entities seeking exemption. Further, the Santa Ana Water Board will ask the Task Force to consider working with the City of Banning and other interested Task Force members on the implementation of the task (Task 9 in the LECL TMDLs Basin Plan Amendment) to evaluate and address minor sources of nutrients to Lake Elsinore and Canyon Lake. The Santa Ana Water Board staff strongly encourage the City of Banning to participate in the Task Force meetings and actively participate in discussions regarding the prioritization, timing, and completion of this task.

Sincerely,

Joy Jayne, P.E.
Executive Officer

cc:

Eric Lindberg. Assistant Executive Officer, Santa Ana Water Board, eric.lindberg@waterboards.ca.gov

Jagroop Khela, Branch Chief Planning, Permitting, and Implementation, jagroop.khela@waterboards.ca.gov

Art Vela, Director of Public Works, City of Banning, avela@banningca.gov

Nathan Smith, Deputy Director of Public Works and City Engineer, City of Banning, nsmith@banningca.gov

Ann Marie Loconte, Associate Civil Engineer, City of Banning, amloconte@banningca.gov

Rohini Mustafa, Engineering Project Manager, County of Riverside, RoMustaf@rivco.org

Ryan Kearns, Associate Flood Control Planner, County of Riverside, RKearns@rivco.org

Tess Dunham, Lake Elsinore and Canyon Lake TMDL Task Force, tdunham@kscsacramento.com

Rick Whetsel, Lake Elsinore and Canyon Lake TMDL Task Force, rwhetsel@sawpa.gov

City of Banning

DRAFT LETTER – SUBJECT TO ADDITIONAL REVISION

February 14th, 2025

Santa Ana Regional Water Quality Control Board
Public Comment Letter

RE: CITY OF BANNING'S INCLUSION IN THE LAKE ELSINORE/CANYON LAKE BASIN PLAN AND TMDL

Good morning Chair Murray,

I am here to address the Board today with continued concerns related to the City of Banning's inclusion in the proposed Basin Plan Amendment to revise the Lake Elsinore/Canyon Lake TMDL. I last spoke to you and the Board in September about these concerns, including the lack of response from Regional Board staff regarding the correspondence sent about our inclusion as a responsible party in the Basin Plan Amendment and our requests for full designation under Region 7, the Colorado River Basin Regional Water Board. Since that time, there has been limited outreach from staff to resolve some items, but concerns remain.

For the sake of background, the City of Banning is a community of approximately 23 square miles situated in the San Gorgonio Pass along Interstate 10 between Riverside and Palm Springs. Of our total City Limit, there is 5.5 acres of surface flow on half width street improvements that have a direct discharge to the San Jacinto River sub-watershed regulated by this Regional Board. The balance of the tributary area was either redirected to Region 7 with the constuction on Interstate 10 in the 1950's, or into a private MS4 of a gated 55+ Golf Course community.

First, the positive. In working with Region 8 staff, the City has submitted a request for full designation to Region 7 for the 5.5-acre portion in the City that is tributary to the San Jacinto River sub-watershed. As this matter continues to move through the process, the City is optimistic given conversation with both Boards that this action will be completed.

However, the City still has significant concerns over its inclusion as a responsible party in the Lake Elsinore/Canyon Lake TMDL. As mentioned previously, the City of Banning is a disadvantaged community. According to information available on the SCAG Regional Data Platform, the City of Banning is comprised of 11 census tracts, 3 of which have predominant household income less than $15,000 annually, and the remaining are all under $75,000. For

comparison, the entirety of the SCAG region has an average household income of $93,200, and Orange County is over $113,000. Every census tract in the City falls below the SCAG average.

The City continues to be concerned with the process by which the City of Banning was included in the TMDL. After this board directed Regional Board staff to respond formally to our previous requests, the City did receive a letter on October 24, 2024. The response included statements that the City must remain a responsible matter, to which we continue to object, and plainly false statements about when Regional Board staff was aware that the City of Banning fell within the jurisdiction limits.

In the letter, signed by the Executive Director, there is a statement that the Task Force was made aware of the City's inclusion due to a mapping update that occurred in 2023. However, Task Force documents from 2016 and 2017 both show the City of Banning within the watershed, and in fact include a base load allocation for the City of Banning in various tables. These items pre-dated any communication to the City by 6 and 7 years. Again, for emphasis, the Task Force had assigned a base load allocation to the City of Banning 6 years prior to notifying the City that we were added as a responsible party.

Many of the City's concerns could have been addressed if we had been notified at that time. Our concerns about the incorrect mapping that assumes an area 55 times greater than our permitted MS4 area, and the subsequent base load allocations based on that incorrect number could have been corrected. Rather, the response we received was essentially that 'its too late, you just have to be a member' and 'it can be corrected in the future.' The City faces significant costs based on this incorrect assessment in the technical studies, flying in the face of Environmental Justice practices and adopted state policy.

Concern about precedent setting is unfounded. The TMDL in effect today, adopted in 2004, does not include the City of Banning as a responsible party. A decision was made at that time to exempt the City. Records of that decision were not available, but there is no record that I have come across that showed any participation by the City at that time, meaning that the decision to exempt the City was a Regional Board decision. Exempting the City from THIS basin plan amendment once again perpetuates the existing actions adopted by this body, maintaining current practices.

Finally, there was concern expressed that it was 'unsolicitous' for staff to evaluate individual requests and actions to exempt the City of Banning. The City finds this response to be nonsensical. When considering the incorrect mapping, unwillingness to correct the mapping, the inaccuracies in the technical studies as they relate to the impacts to the City of Banning, and the years it took the Task Force from the initial inclusion of the City in the Technical Studies to actually notifying City Staff, it is unfathomable that the Board staff would continue with our City's inclusion in the Basin Plan Amendment. The process related to the City of Banning failed, plain and simple.

The City of Banning recognizes the Board's role and mission in protecting water quality within the Santa Ana River Basin. The City of Banning also requests that the Board recognize the challenges that municipalities face in providing necessary services for their citizens, planning for those citizens, and informing the citizens of regulatory updates. The City of Banning was denied that option to adequately plan and inform due to the delay in notifying the City of its inclusion in the Basin Plan Amendment and the TMDL. The City is also unaware of the outreach activities, if any, that the Regional Board performed in the City, as required by the California Water Code and Assembly Bill 2108 when the Regional Board amends or adopts new planning, policy, or permitting processes.

In light of these facts, the City makes the following request of the Board, as you consider a resolution to adopt the Basin Plan Amendment and TMDL;

1. Remove the City of Banning as a responsible party with this Amendment. The Basin Plan can be amended in the future as other sources are deemed to contribute to pollutants in the Basin;
2. Direct staff to complete the de-minimus criteria within the timeframe noted in the proposed Basin Plan Amendment, and commit to a future basin plan amendment that would be informed by the de-minimus study;
3. Direct staff to remain actively engaged with the City of Banning as the de-minimums criteria is developed;
4. Direct staff to re-evaluate the City of Banning's stormwater quality after the de-minimus criteria is adopted by this Board. At that stage, and if the City of Banning does have a negative impact to stormwater quality, to work with the City for future inclusion in the TMDL.

In the interim, the City will continue to do its part to collect and assess our stormwater outfall to Potrero Creek. The City of Banning is actively working with the Riverside County Flood Control District on establishing a water quality monitoring and reporting program to evaluate the runoff coming from the half-width of Highland Springs Avenue. The City will return to this Board and continue to work with staff as the items above move through the process.

Thank you for your time.

Chapter 4: Source Assessment

Sources of nutrients to Canyon Lake and Lake Elsinore are characterized in this section. These lakes receive nutrients via three external delivery mechanisms; watershed runoff, supplemental water deliveries, and internal sources within the lakes. This section describes each of these source categories as follows:

- Watershed Runoff (Section 4.1) – Nutrients washed off from land areas in the watersheds to each lake segment; these land areas represent unique combinations of land use, jurisdiction, and subwatershed characteristics.
- Supplemental Water (Section 4.2) – Nutrients contained within supplemental water inputs to each lake; most notable being the addition of reclaimed water to Lake Elsinore by EVMWD.
- Internal Sources (Section 4.3) – Internal sources of nutrients within each lake. Mechanisms that influence the significance of these sources include physical (resuspension by wind or propeller driven turbulence or bioturbation), biological (diagenesis of externally loaded organic matter or decaying phytoplankton within the lake bottom), and chemical (diffusive flux from bottom sediments to water column). Deposition of nutrients from atmosphere directly on the surfaces of Canyon Lake and Lake Elsinore is also described in this section.

4.1 Watershed Runoff

Flow gauges are operated by the United States Geological Survey (USGS) that continuously record discharge rates at the two inputs to Canyon Lake (Salt Creek and San Jacinto River) and from San Jacinto River inflows (mostly from Canyon Lake overflow[1]) to Lake Elsinore. This data characterizes the annual volumes of runoff that reached each lake segment over the period of record. Summary statistics for each of these gauges is presented in Table 4-1.

Table 4-1. Summary Data for USGS Flow Gauges at Inflows to Canyon Lake and Lake Elsinore

Station	Upstream Drainage Area (acres)	Period of Record	Average Annual Runoff (AFY)	Historical Peak Discharge (cfs)
San Jacinto River at Goetz Road (11070365)	358,400	2000 - 2016	5,900	3,470
Salt Creek at Murrieta Road (11070465)	74,200	1983 – 1984; 2000 - 2016	5,900	2,550
San Jacinto River at Goetz Road (11070500)	462,700	1916 - 2016	11,400	16,000

Continuous flow data from these USGS gauges for the period of 2001 through 2016 was used to calibrate a watershed runoff model for the drainage areas to the lake segments (described in Section 4.1.3 below). Figure 4-1 shows runoff inflows to Canyon Lake from the San Jacinto River and Salt Creek

[1] USGS Gauge 11070500, San Jacinto River near Lake Elsinore, is approximately 2 miles downstream of the Canyon Lake spillway and therefore includes for runoff from a small subarea (~7,000 acres) between the two lakes in addition to Canyon Lake overflows. Thus, in years when no Canyon Lake overflows occurred, there is still runoff recorded at this gauge from the San Jacinto River into Lake Elsinore

and to Lake Elsinore from San Jacinto River. Also shown in Figure 4-1 is an estimate of runoff volume retained within Canyon Lake during each wet season. Volume retention was estimated as the difference between the summed annual volume between USGS gauges upstream and downstream of Canyon Lake for years when Canyon Lake elevation data exceeded its spill water elevation of 1381.76 ft (2003-05, 2008, and 2010-11), indicating that overflows occurred. In dry years when the lake did not reach its spill elevation, outflow was assumed to be zero (2002, 2006, 2007, 2009, and 2012-14) equating to complete volume retention.

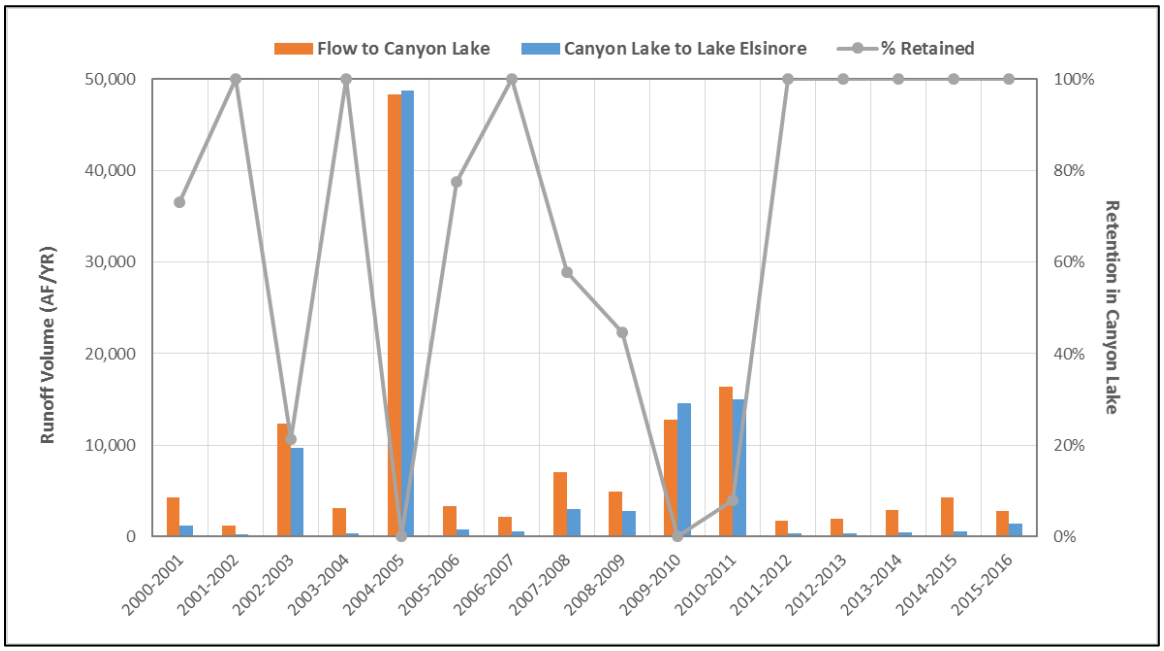


Figure 4-1
Annual Runoff Volume into Canyon Lake and Overflow to Lake Elsinore

4.1.1 Model Selection

The most significant external source of nutrients to the lakes is from rainfall driven runoff over watershed lands. To quantify the existing load of nutrients from watershed areas to the lakes, it is important to estimate the rainfall response for runoff volume (hydrology) and associated nutrient concentration (water quality). US Geological Survey (USGS) gauge stations and Task Force watershed monitoring sites provide sound, representative measurements of nutrient loads, or mass emissions, delivered to Canyon Lake and in overflows to Lake Elsinore. Given a robust set of mass emission data at key inflows to the lake segments, a model is not needed for the purpose of estimation of downstream loads in watershed runoff for current conditions. Instead, downstream mass emission data allow for reasonable parameter adjustments to fit a model of runoff volume and quality to measured data.

This source assessment does require the development of a watershed model for other important functions. The primary objective for the watershed model that was developed to support the TMDL revision is to evaluate the origin of the nutrient loads across the large upstream drainage areas. The relative contribution to downstream loads from sources is used in setting allocations and determining load reductions needed from individual sources to meet those allocations. Also, the watershed model

will be useful in implementation as it allows for detailed accounting of jurisdictional loadings to each lake segment.

There are different options for modeling watershed runoff volume and quality of varying complexity, which commonly determines the required levels of expertise needed for development, calibration, and management scenario evaluation. The Loading Simulation Program in C+ (LSPC) that was used for the 2004 TMDL and again in the 2010 watershed model update represents a more complex watershed model. This model involves a deterministic simulation of rainfall and runoff including complex soil hydrology processes that govern runoff generated from pervious land areas. For water quality, nutrients are simulated by buildup or accumulation of nutrients during dry periods and washoff during rain events. Continuous simulation at the daily time-step allows for variable buildup periods between events and thus variable accumulation of pollutant available for washoff. Also, the portion of accumulated nutrients that washes off during a rainfall event to downstream waters is a function of runoff depth.

For the source assessment for Canyon Lake and Lake Elsinore watersheds, the existing LSPC tool or a potential new complex dynamic rainfall-runoff and buildup / washoff water quality model was not updated / developed for the following reasons:

- Downstream lake segments are characterized as having limited flushing and significant internal loading of bioavailable nutrients, therefore variability between events does not significantly impact the pool of bioavailable nutrients for algae. Eutrophication occurs at seasonal timescales in Canyon Lake and it is the total wet season retained nutrient load that controls the magnitude and duration of early spring algae blooms (see Linkage Analysis Section 5.X). For Lake Elsinore, bioavailable nutrients are predominantly from internal sources (see Section 4.3.1 below) and lake water quality is frequently controlled by food web dynamics with multi-decadal trends (see Linkage Analysis Section 5.X), thus variability in nutrient loads between individual storm events exerts negligible differences.

- Review of watershed monitoring data show nutrient concentrations are not related to inter-event period (number of dry days prior to an event) nor runoff volume. In fact, dynamic calibration plots presented in the TMDL and watershed model update show simulation results that have comparable central tendencies and ranges to measured data, but significant error when comparing discrete events. Thus, other processes influence watershed nutrient loads that may not be characterized by buildup / washoff dynamics.

A static model of long-term average annual runoff volume and nutrient loads, EPA's Pollutant Loading Estimator tool (PLOAD[2]), was selected to support this TMDL revision. PLOAD is a component of EPA's TMDL development framework, Better Assessment Science Integrating Point and Non-Point Sources (BASINS).[3] For this TMDL revision, PLOAD was developed outside of the BASINS environmental in a Microsoft Excel spreadsheet to allow for greater flexibility and transferability to potential end users.

The use of a static model with empirically defined parameters is scientifically defensible for this watershed because of the limited flushing in the receiving waters, long-term timescales over which eutrophication occurs, apparent complexity of watershed runoff and nutrient loading that may be

[2] https://nctc.fws.gov/courses/references/tutorials/geospatial/CSP7306/Readings/2002_05_10_BASINS_b3docs_PLOAD_v3.pdf
[3] https://www.epa.gov/exposure-assessment-models/basins

infeasible to represent in any EPA approved, dynamic, deterministic modeling tools, and robustness of mass emission data available for all major inflow to each lake segment.

4.1.2 Establishment of Model Subareas

The first step in the watershed runoff nutrient source analysis is to define the spatial discretization for simulation of rainfall driven runoff and associated washoff of nutrients. The selected modeling approach, comparable to PLOAD, is a spatially lumped parameter model. This means that commonality of key parameters, not geography, is used to define distinct subareas. Watershed runoff simulations were developed for land areas with common land use, jurisdiction, and subwatershed zone, referred to as model subareas. Figure 4-2 shows the geographic distribution of these three defining attributes for the entire watershed to Canyon Lake and Lake Elsinore (a plot size version of this figure is attached in electronic form).

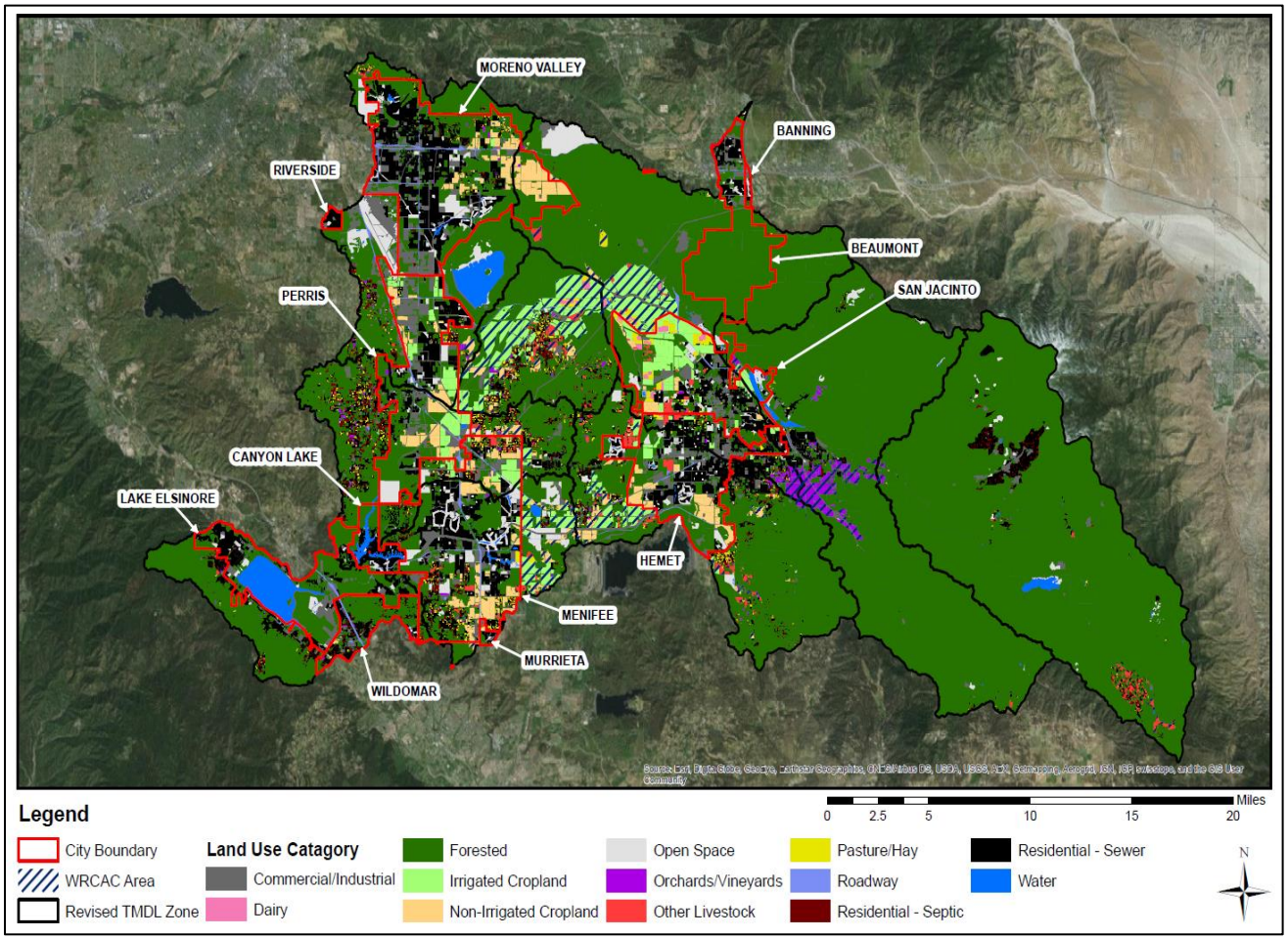


Figure 4-2
Map of subwatershed zones, jurisdictions, and land use for development of watershed model subareas

Hydrology and water quality modeling is performed separately for each model subarea. Figure 4-3 shows the interconnectivity of model subareas and conveyance within receiving waters. Respectively, the green and red boxes along the outer perimeter represent agricultural and urban jurisdictional groups within each subwatershed zone. Within each of these watershed elements of this schematic, one

or more land uses may exist. In total, there are over 500 distinct model subareas developed to support source assessment and development of allocations. These model subareas are not geographically contiguous, but rather they are spatially lumped portions of drainage area with common parameter sets. For example, a single model subarea exists to represent all commercial/industrial land area within the City of Moreno Valley within subwatershed zone 5. Appendix A provides a tabular summary of each model subareas and reports important characteristics used for parameterizing the water runoff model.

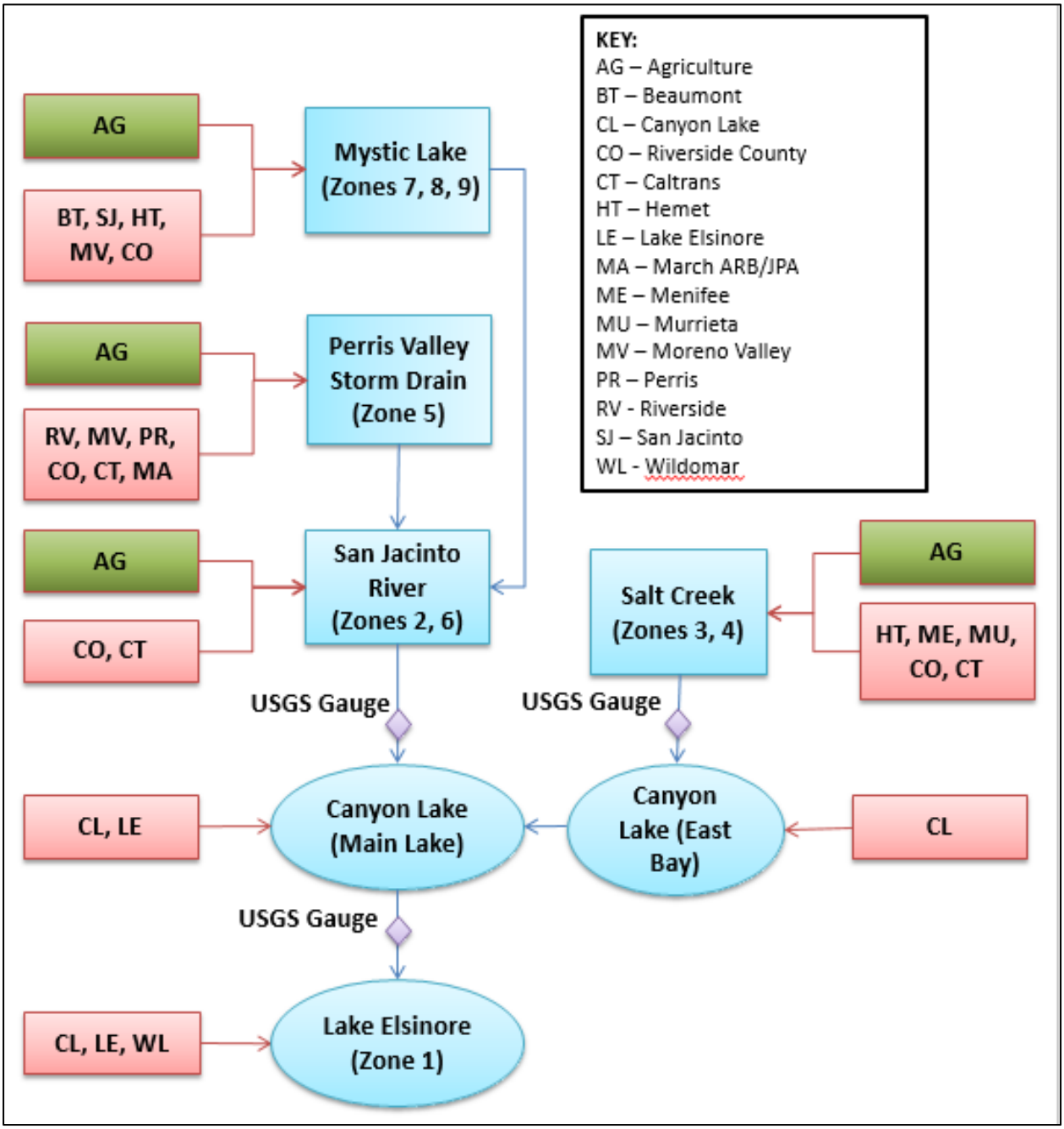


Figure 4-3
Schematic of watershed runoff model

The schematic also shows how runoff is routed from model subareas to receiving waters. Subwatershed zone delineations were developed based on this routing, as indicated in each of the blue receiving water elements. Some model subareas drain directly to one of the three TMDL lake segments; Canyon Lake Main Lake and East Bay, and Lake Elsinore. Other model subareas are routed through the San Jacinto River, Perris Valley Channel, or Salt Creek prior to reaching a TMDL lake segment. The position of Mystic Lake as an important impoundment to be accounted in the source assessment is also shown in the schematic. Model subareas draining to Mystic Lake are treated differently as discussed in Section 4.1.3.4 below.

For this TMDL revision, several subwatershed boundary revisions were incorporated to update the boundaries used in the 2004 TMDL and TMDL model update in 2010 (Figure 4-4). Hatched areas in Figure 4-4 show where boundaries are revised and labels indicate the change from the 2004 TMDL to this TMDL revision. The revision are summarized below:

- Mystic Lake tributary area correction – The drainage area to Mystic Lake, subwatershed zones 7, 8, and 9 in the 2004 TMDL, was re-evaluated by WRCAC to support the TMDL revision. An elevation map of the region combined with knowledge of surface features was used to develop a new, technically correct delineation of the area tributary to Mystic Lake[4]. Revisions are shown in green (drainage area taken out of Zone 7) or purple (drainage area put into Zone 7) hatching in Figure 4-4. The revisions included removal of a large drainage area near the bend of the San Jacinto River that is not tributary to Mystic Lake; instead this area contributes runoff to Canyon Lake in most hydrologic years. Also, modification to the boundary near North Warren Rd in the vicinity of the Colorado River aqueduct. In total, the changes amount to a net reduction of ~5,000 drainage acres to subwatershed zone 7, and a net increase in the same amount for subwatersheds downstream of Mystic Lake.
- Local Canyon Lake tributary area to East Bay / Main Lake – Subwatershed zones 2 and 3 in the 2004 TMDL and 2010 watershed model update represent the downstream portions of San Jacinto River and Salt Creek, respectively. However, downstream of the USGS gauges / watershed monitoring stations, the boundary between these subwatershed zones does not properly delineate areas draining directly to the Main Lake of Canyon Lake (from the San Jacinto River) versus draining directly to the East Bay of Canyon Lake (from Salt Creek). The blue hatched area in Figure 4-4 indicate the areas that were revised to properly reflect drainage to East Bay.

[4] CDM Smith. Technical Memorandum; Update to San Jacinto Watershed Zone Delineation, October 31, 2013.

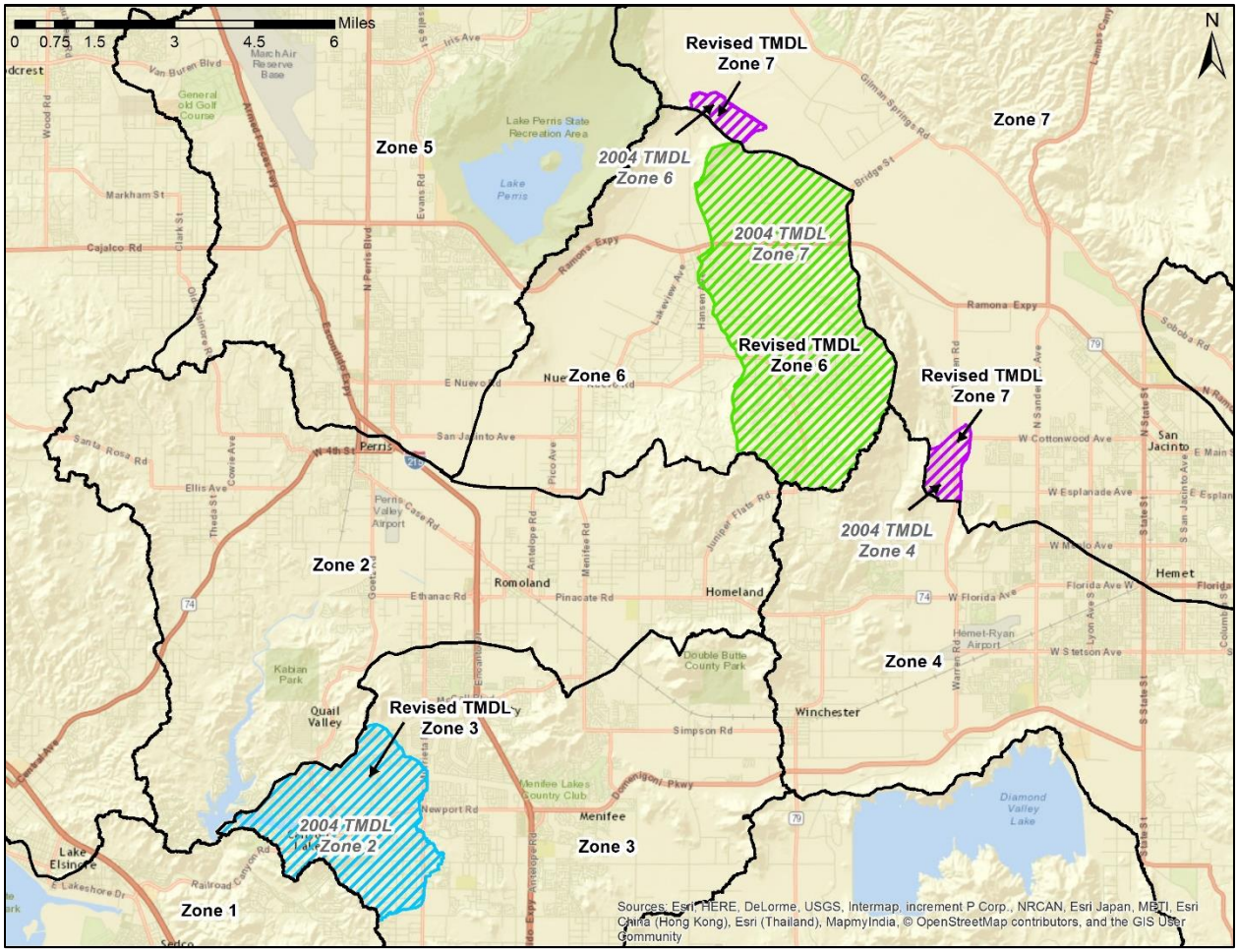


Figure 4-4
Map of revisions to subwatershed zonal boundaries

4.1.3 Hydrology

A static model was developed within a Microsoft Excel spreadsheet to simulate the volume of average annual runoff in model subareas as a result of rainfall, presented in the equation below:

$$Q_{annual} = Precip_{annual} * RC$$

where,
Q_{annual} = annual flow volume
$Precip_{annual}$ = average annual rainfall depth
RC = runoff coefficient

This hydrologic method is used in an EPA approved public domain watershed model PLOAD. The following sections describe the methods used to develop the hydrologic model for the watersheds that drain to Canyon Lake and Lake Elsinore.

4.1.3.1 Precipitation

Precipitation input data for the model was extracted from RCFC&WCD rainfall stations distributed throughout the watershed (Figure 4-5). Table 4-2 presents long-term average annual rainfall from these

stations, which are assigned to represent specific subwatershed zones. For subareas above Mystic Lake (i.e., subwatershed zones 7-9), rainfall from the San Jacinto Station 186 was used to represent drainage areas with elevations below 3000 feet and rainfall from the Idyllwild Station 90 was used to represent areas with elevation greater than 3000 feet. Table 4-2 provides average annual rainfall for different periods representing the full period of record at each station for comparison with the selected subsets for model calibration and allocation setting. The period used for model calibration (2000-2015) coincides with the period of record for USGS flow gauges at the two primary inflows to Canyon Lake; San Jacinto River at Goetz Road (USGS Station 11070365) and Salt Creek at Murrieta Road (USGS Station 11070465). The allocation setting period of 1948-2015 was selected as the period with continuous rainfall records with no missing data from all of the stations used in the watershed model. The average annual rainfall from this period is very similar to the average for the full period of record for each station.

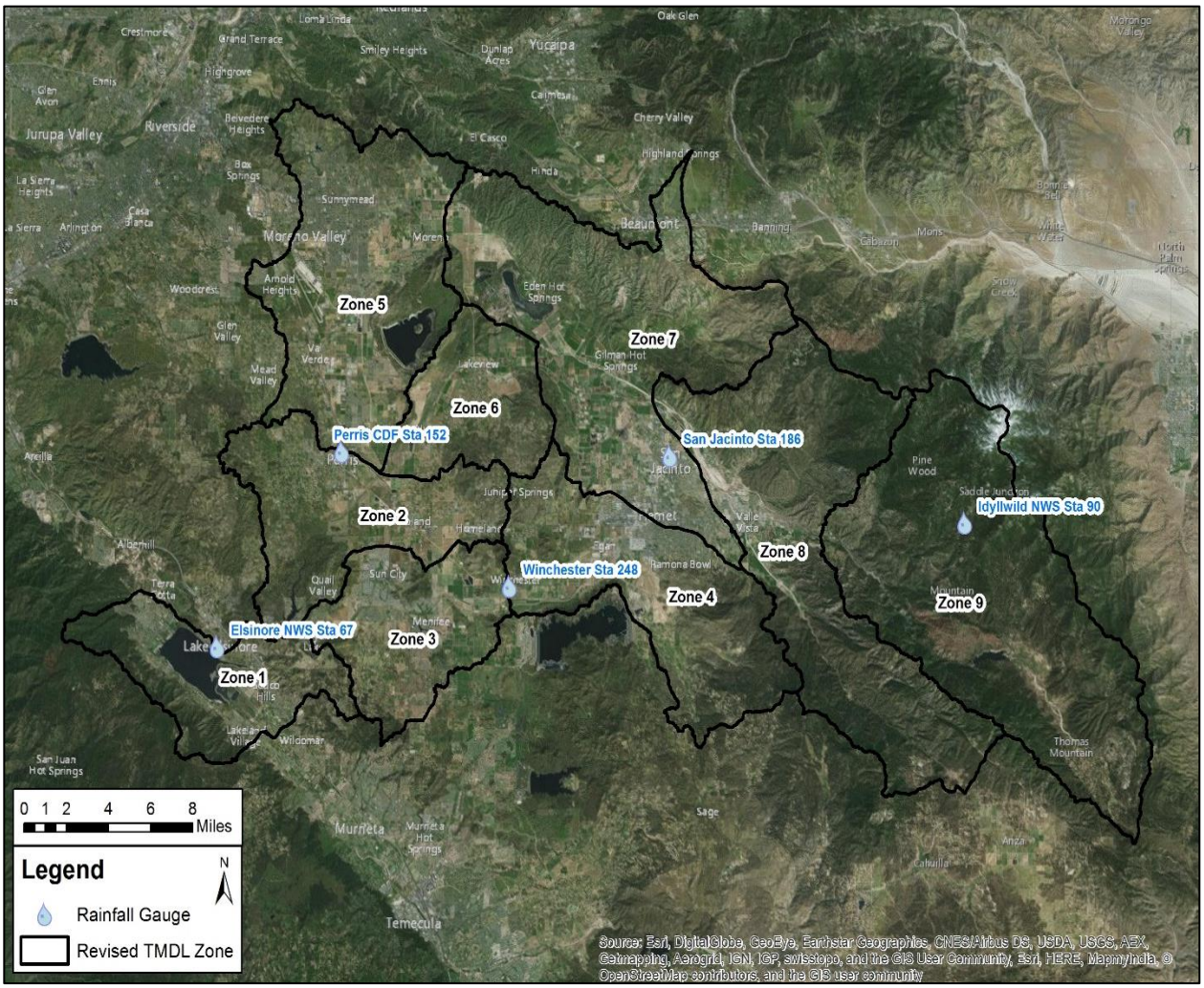


Figure 4-5
Map of rainfall stations used for long-term rainfall depth inputs to the watershed model

Table 4-2. Rainfall Station Summary Statistics and Linkage to Model Subwatersheds

Station	Period of Record	Period of Record Average Rainfall (in/yr)	1948-2015 Average[1] Rainfall (in/yr)	2000-2015 Average[2] Rainfall (in/yr)	Subwatershed Zone
San Jacinto Sta 186	1903 – Present	12.7	12.0	10.0	7,8,9 (below 3000')
Elsinore NWS Sta 67	1896 - Present	12.1	11.4	10.0	1
Perris CDF Sta 152	1910 – Present	10.5	10.3	8.9	2,5,6
Winchester Sta 248	1940 - Present	10.9	10.8	9.4	3,4
Idyllwild NWS Sta 90	1929 – Present	25.8	25.7	22.8	7,8,9 (above 3000')

1) Average annual rainfall used to estimate runoff volume for determining existing and allowable loads for TMDL
2) Average annual rainfall used to fit watershed runoff model to measured data at USGS gauging stations

4.1.3.2 Runoff Coefficient

A runoff coefficient (RC) is a factor to express the ratio of rainfall to surface runoff. Simple hydrologic modeling methods, such as the Rational Method and derivations thereof, estimate the runoff coefficient as a function of watershed imperviousness. The connectivity of impervious land cover to MS4 inlets is an important consideration, especially in newer developments that employ low-impact development (LID) site designs that strive to disconnect impervious areas to prevent runoff reaching surface waters. Similarly, lower density residential land use is characterized by unpaved or partially paved walkways and driveways that have less directly connected impervious area (DCIA). Given this, for the Canyon Lake and Lake Elsinore watersheds, an exponential function was selected to estimate runoff coefficients that best relates increased connectivity with increased imperviousness (Bochis-Micu and Pitt, 2005[5]). Two factors are included in the exponential function, including; 1) a watershed-wide estimate of runoff / rainfall ratio for pervious lands (*a*), and 2) exponent factor (*b*) for imperviousness (IMP).

$$RC = a * e^{(b*IMP)}$$

An initial parameter estimate of *a* = 0.05 was selected for model development based on typically measured runoff ratios for varying levels of imperviousness in 47 hydrology studies from across the nation (Schueler, 1987[6]). Pervious area runoff is variable and influenced by factors such as slope, soil health, and vegetative cover fraction, which can vary between watersheds. Thus, this value was allowed to be adjusted within +/- 50 percent (from 0.0 to 0.1) during model calibration. Bochis-Mitu and Pitt, (2005)[4] suggest that the coefficient in the exponent be set to meet an assumption of 90 percent runoff ratio for a completely impervious watershed. Thus, for the exponent coefficient *b*, a value of 2.3 was set

[5] Bochis-Micu, Celina, and Robert Pitt. 2005. Impervious Surfaces in Urban Watersheds, Proceedings of the 78thAnnual Water Environment Federation Technical Exposition and Conference in Washington, D.C., Oct. 29 – Nov. 2, 2005
[6] Schueler, T. 1987. *Controlling Urban Runoff: A Practical Manual for Planning and Designing Urban Best Management Practices*. MWCOG. Washington, D.C.

as default when a = 0.05. These two factors are the primary variables used for fit results of the PLOAD model for the TMDL revision to approximate measured annual runoff volumes.

The Multi-Resolution Land Characteristics Consortium (MRLC)[7] maintains a national map of impervious surfaces with a spatial resolution of 30 meters, most recently updated in 2011[8] (Homer et al., 2015). Imperviousness within the watersheds to Canyon Lake and Lake Elsinore was extracted from this national map and used for estimating runoff coefficients from model subareas with the above equation (Figure 4-6).

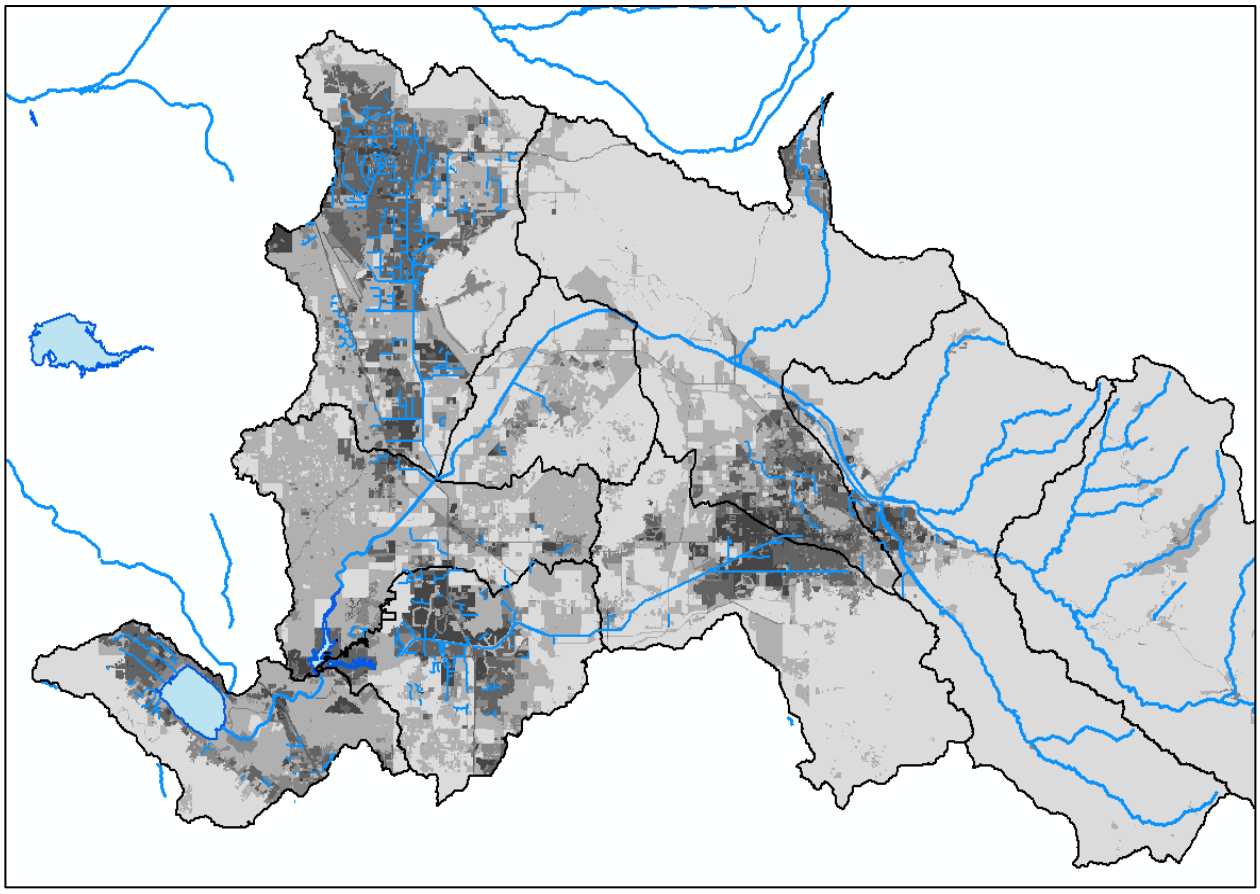


Figure 4-6
Imperviousness in the Canyon Lake and Lake Elsinore Watersheds

4.1.3.3 Downstream Retention in Unlined Channels

Not all rainfall that runs off into a surface water reaches Canyon Lake because of recharge that occurs in bottom sediments of unlined channel bottoms. Figure 4-7 shows the unlined channel bottom segments throughout the watershed where downstream retention and groundwater recharge of runoff is known

[7] http://www.mrlc.gov/
[8] Homer, C.G., Dewitz, J.A., Yang, L., Jin, S., Danielson, P., Xian, G., Coulston, J., Herold, N.D., Wickham, J.D., and Megown, K., 2015, Completion of the 2011 National Land Cover Database for the conterminous United States-Representing a decade of land cover change information. *Photogrammetric Engineering and Remote Sensing*, v. 81, no. 5, p. 345-354

to occur. The major unlined channel segments that infiltrate upstream runoff include Salt Creek, San Jacinto River, and Perris Valley Channel.

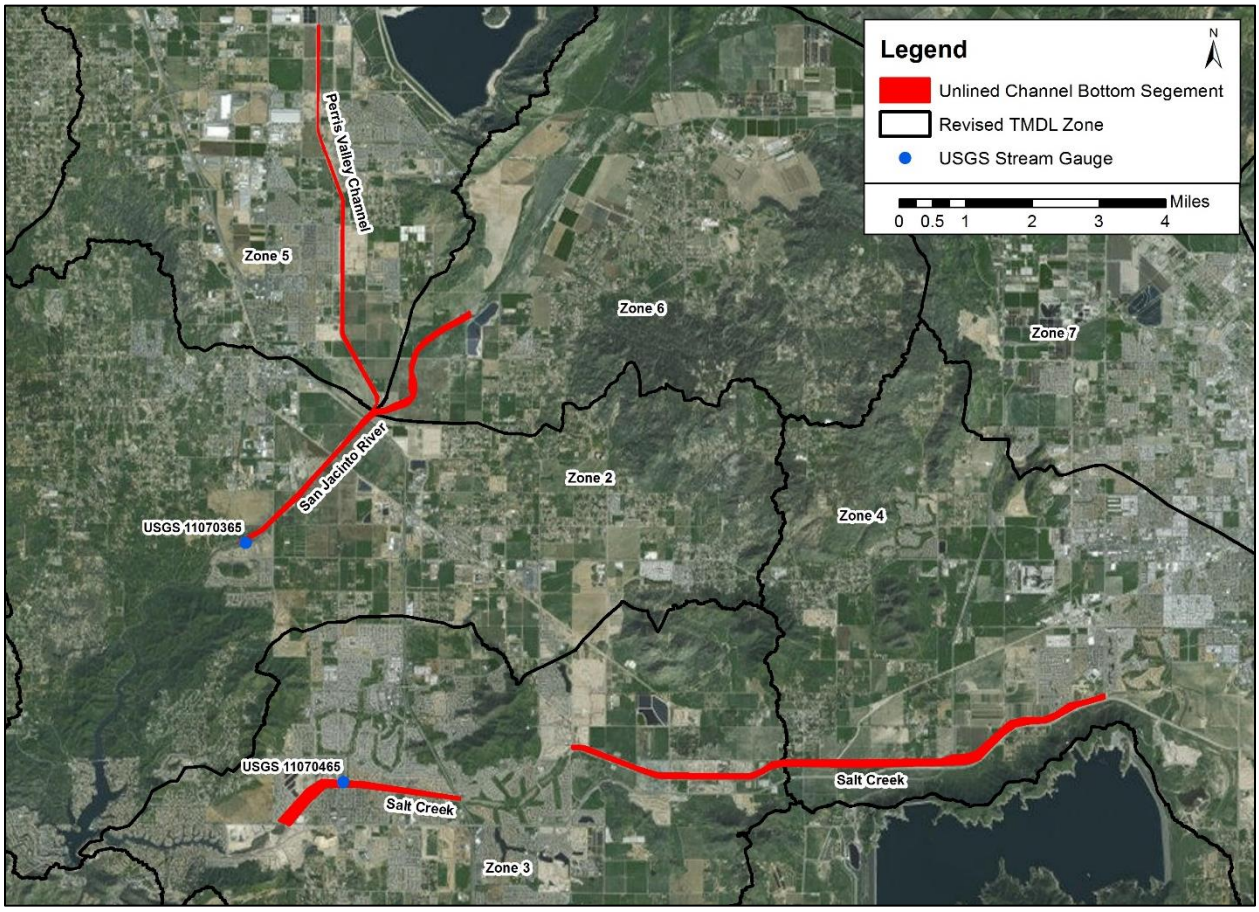


Figure 4-7
Unlined Channel Bottom Segments in the Canyon Lake and Lake Elsinore Watersheds

To estimate the annual loss of runoff within these channel bottoms, a separate hydrologic data analysis was completed. The potential daily infiltration volume into the channel bottom segments was approximated from typical percolation rates for soils and the extent of the unlined channel bottom (Table 4-3). Daily runoff data from the period of record at the inflows to Canyon Lake (2000 – 2016) was evaluated to estimate the number of days when channel bottoms may have actively infiltrated upstream runoff. This was accomplished by assuming infiltration within unlined channel bottoms only occurred on days when the nearest downstream gauged flow exceeded a threshold indicative of wet weather conditions. The final column of Table 4-3 presents the estimated average annual yield of infiltrated runoff in each channel bottom segment

This estimated annual recharge volume (AFY) in Table 4-2 for each unlined channel bottom segment is converted into a depth of runoff from the upstream drainage areas within that subwatershed zone: (a) subwatershed zone 5 to Perris Valley Channel; (b) subwatershed zone 6 to San Jacinto River; and (c) subwatershed zone 4 to Salt Creek. The estimated depth of watershed runoff retained in channel bottoms (D_{ret}) is added into the hydrologic model for subareas in these zones as follows:

$$Q_{annual} = (Precip_{annual} * RC) - D_{retention}$$

Table 4-3. Unlined Channel Bottom Segments and Estimated Average Annual Runoff Retained from Upstream Drainage Areas

Channel	Bottom Area (acres)	Recharge Rate (ft/day)	Downstream Flow Threshold (cfs)[1]	Number of Recharge Days (2000-2015)	Estimated Annual Recharge (AFY)
San Jacinto River	111	0.1	20	257	150
Perris Valley Channel	222	0.1	20	257	300
Salt Creek	600	0.3	10	224	2800

1) Downstream flow gauges for San Jacinto River and Perris Valley Channel is San Jacinto River at Goetz Rd (Sta 11070365) and Salt Creek at Murrieta Rd (Station 11070465) for Salt Creek. The period of record for these gauges is 2000-2016.

4.1.3.4 Influence of Mystic Lake

Watershed runoff in the upper San Jacinto River is captured in Hemet Lake within the National Forest and ultimately Mystic Lake, a large shallow depression in the San Jacinto valley (Figure 4-8). Mystic Lake has a storage capacity of approximately 17,000 AF, which is sufficient to retain all runoff from the upper watershed in most years. In addition, runoff is captured for water supply at Lake Hemet and groundwater recharge by EMWD in a series of spreading grounds (Figure 4-8). In years when Mystic Lake's storage volume is filled, large volumes of runoff may be delivered to Canyon Lake from the upper watershed, i.e. subwatershed zones 7-9. Mystic Lake overflows are known to have occurred in the 1993-94, 1995-96, and 1998-99 water years[9], but not in subsequent wet years when flow gauge data showed no overflows occurred (notable being the 2004-2005 season). Given this, there is no downstream flow data for inflows to Canyon Lake during any overflow year (USGS gauge installed in 2000 after most recent known overflow in 1998). Thus, runoff from model subareas in subwatershed zones 7-9 is assumed to be entirely retained in Mystic Lake for the calibration of runoff for the 2000-2016 period. Runoff and associated nutrient loads that may potentially occur during future Mystic Lake overflows are estimated as described in this section.

Rainfall stations in the region have actively collected data for 112 years at RCFC&WCD Station 186 San Jacinto and 86 years at RCFC&WCD Station 90 Idyllwild (see Table 4-2 above). These two rainfall stations are used to estimate runoff in model subareas within subwatershed zones 7, 8, and 9 with San Jacinto rainfall used for subareas below 3000' elevation and Idyllwild rainfall used for subareas above 3000' elevation. The watershed model was used to conduct a time series analysis for years with concurrent rainfall data at both of these stations (1929 – 2016). The pervious area runoff coefficient was adjusted to account for significant attenuation in these subwatershed zones with retention in Lake Hemet and EMWD groundwater recharge basins that capture surface runoff from diversions in the upper San Jacinto River. The final parameters of a=0.034 and b=2.3 were determined to meet the conditions that would generate overflows in water years 1993-94, 1995-96, and 1998-99, and not in water year 2004-05 based on a reservoir water budget analysis described below. Modeled estimates of annual runoff over this period from San Jacinto River into Mystic Lake are plotted in Figure 4-9.

[9] http://www.sawpa.org/wp-content/uploads/2012/05/2015-8-11-Presentations-3.pdf

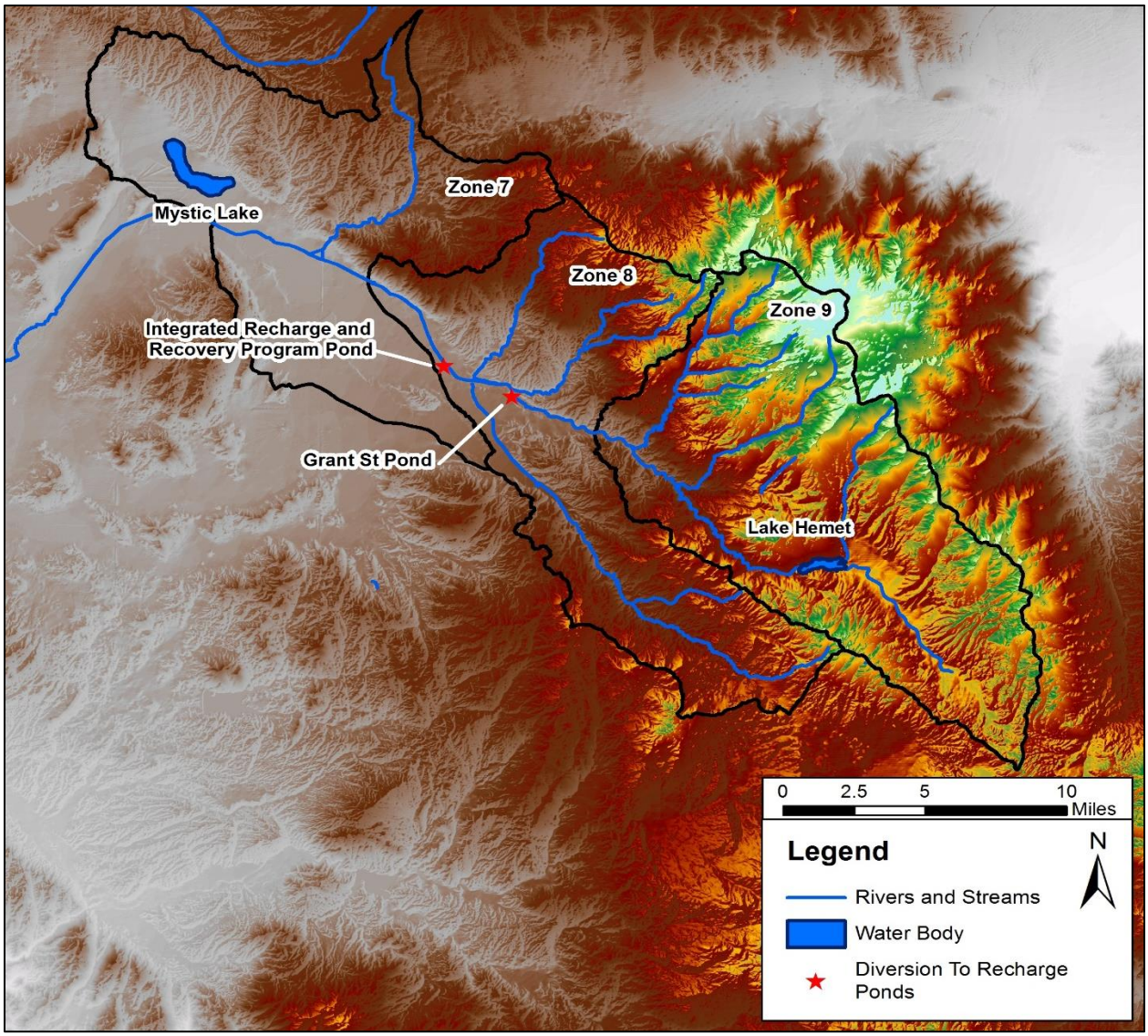


Figure 4-8
Drainage area upstream of Mystic Lake

A reservoir water budget analysis after Gilbert (1970)[10] was developed to approximate the volume of overflow in a given wet season (O_i) from Mystic Lake to Canyon Lake by estimating key water budget components of runoff inflow (R), available storage capacity (S), and dry season evaporative losses (E), as follows:

$$O_i = R_i - (S_{MAX} - S_i)$$

[10] Gilbert, C. R., 1970. Water loss studies of Lake Corpus Christi, Nueces River Basin, Texas 1949-1965: Texas Water Development Board Report 104.

$$S_i = R_{i-1} + S_{i-1} - E_{i-1} - O_{i-1}$$

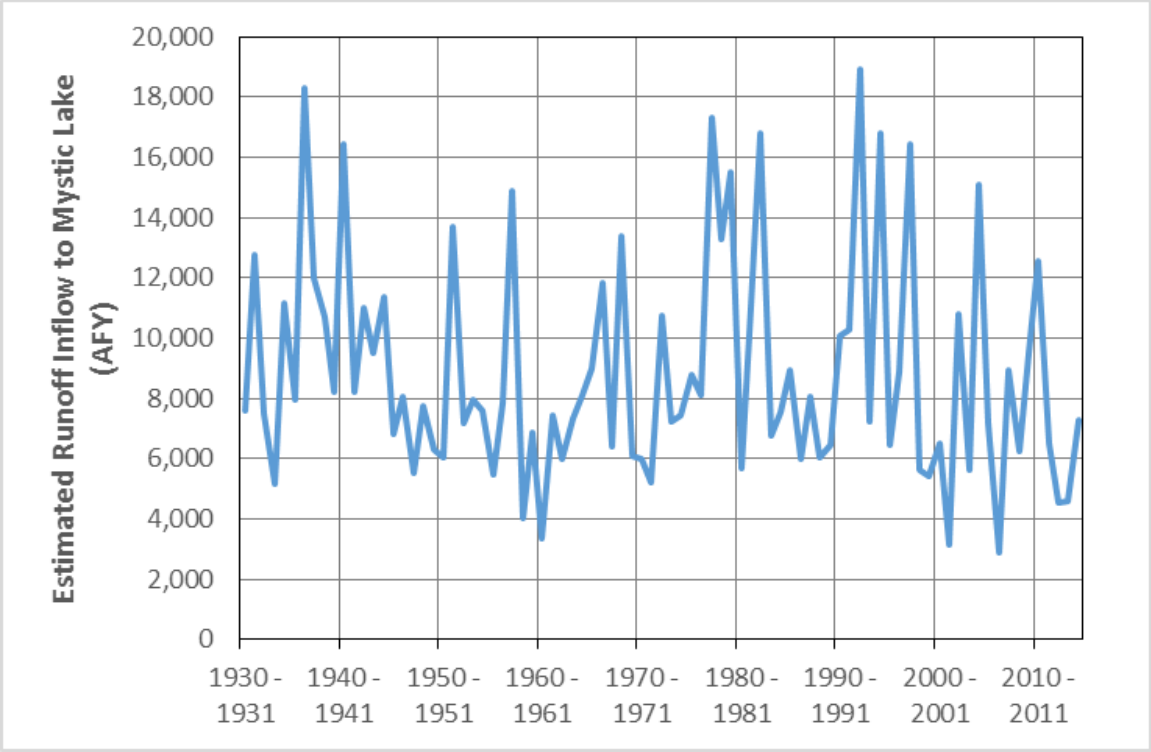


Figure 4-9
Modeled runoff inflow to Mystic Lake

Subsidence of land within the Mystic Lake basin bottom is continually adding an estimated 200 AF of storage capacity each year, as documented with review of historical bathymetric maps (Morton, 2015)[11] Looking forward, an estimated 5,000 additional AF of storage capacity may exist in 2040. To account for this future rise in storage capacity, the water budget analysis was developed with an assumed maximum storage capacity (S_{MAX}) of 22,000 AF, greater than the current estimate of 17,000 AF.

The results predict that overflows from Mystic Lake to Canyon Lake may have occurred in 18 of 86 years since 1929, with the most recent during the 1997-98 wet season (see Appendix B for tabular outputs). More important than the frequency of overflows, is the volume of runoff that reaches Canyon Lake from the upper watershed. The reservoir routing analysis predicted that an average of ~4,500 AFY in overflow years and a range of less than 500 AFY to over 9,000 AFY (Figure 4-10).

The water budget analysis showed that storage (S_{i-1}) was close to maximum capacity (S_{MAX}) in wet seasons leading up to each overflow year. Thus, overflow volume is largely the amount of runoff in excess of evaporative losses occurring during the dry season that occurs during consecutive years of above average rainfall. Comparing the estimated overflow of ~900 AFY to the total runoff volume from the upper watershed for the 86-year simulation period of ~9,000 AFY suggests that 10 percent of long term runoff from subwatersheds 7-9 may reach Canyon Lake. Thus, a factor of 0.10 is applied in the

[11] http://ngmdb.usgs.gov/Prodesc/proddesc_78686.htm

model to estimate long term average runoff and associated pollutant loads from the upper watershed to the Main Lake of Canyon Lake

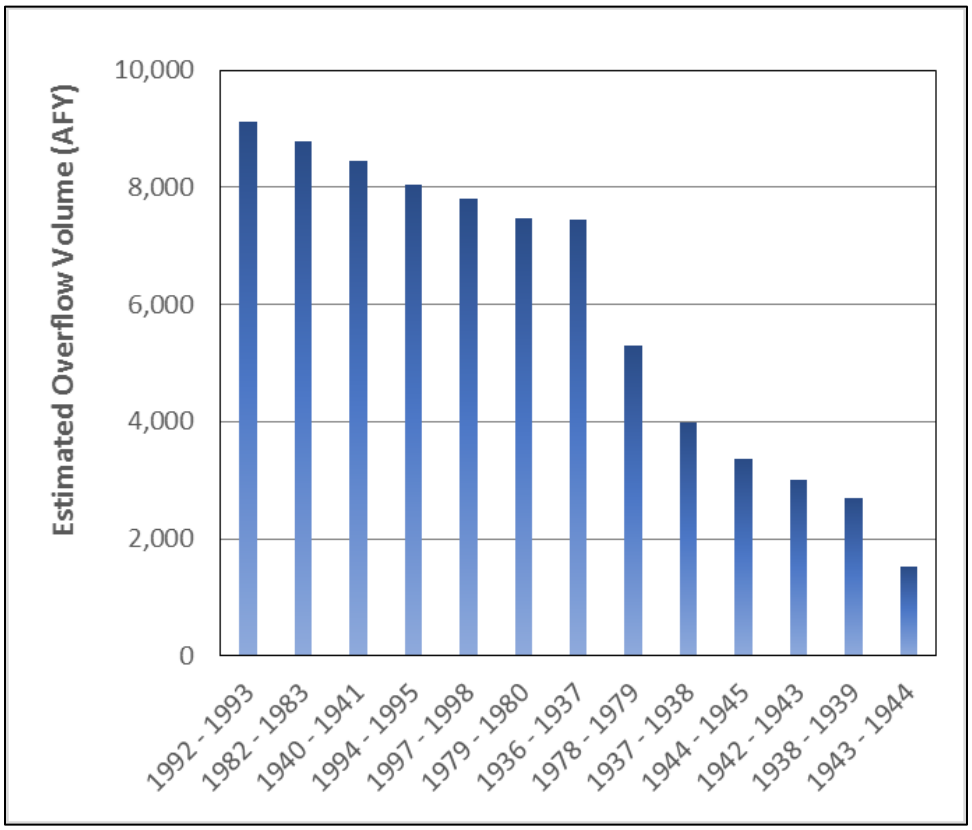


Figure 4-10
Modeled overflow volume from Mystic Lake to Canyon Lake (years not shown did not result in a spill)

4.1.3.5 Hydrologic Model Results

Comparisons were made between measured and modeled average annual runoff delivered to Canyon Lake from model subareas upstream of the USGS gauges on San Jacinto River at Goetz Road and Salt Creek at Murrieta Road. To make this comparison it was necessary to do an additional delineation for subwatershed zones 2 and 3 downstream of these gauges, in order to discount modeled runoff from portions of these subwatersheds that are downstream of the San Jacinto River at Goetz Road and Salt Creek at Murrieta Road USGS gauge stations. The ungauged portions comprise ~25,000 acres and amount to ~16 percent of the total drainage area to Canyon Lake below Mystic Lake. These ungauged areas include land areas that drain directly to the shoreline of Canyon Lake and a large tributary referred to as Meadow Brook (Figure 4-11).

The factors used to estimate runoff coefficients as a function of subarea imperviousness were adjusted (a=0.065, b=2.3) to fit modeled long-term average annual runoff volume to averages from the USGS gauges (Figure 4-12). Fitting a static condition of annual average runoff volume allows for a very close fit of model estimates to measured data by attenuating the natural dynamic variability.

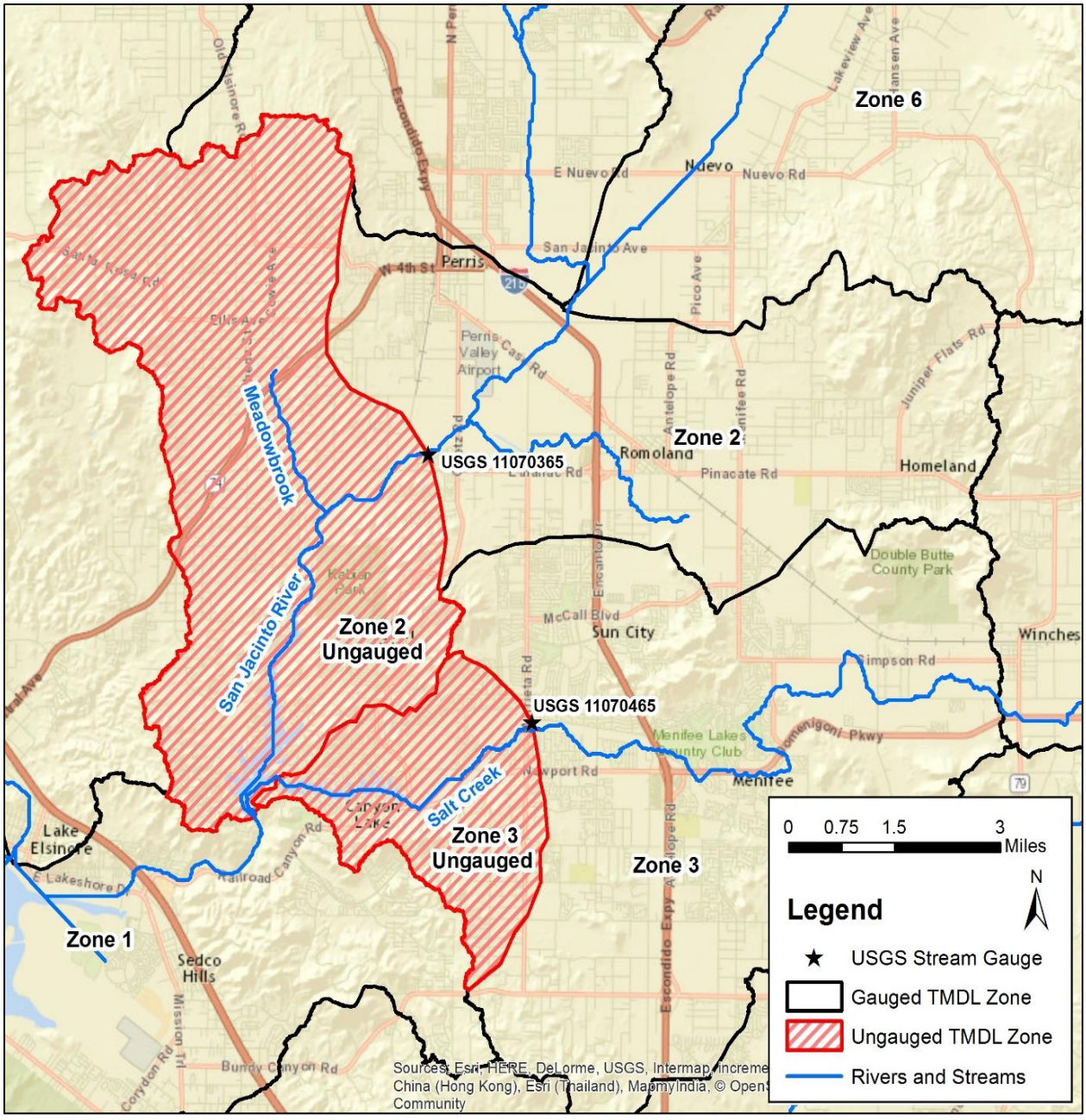


Figure 4-11
Drainage areas downstream of USGS gauge stations not included in comparison of modeled to measured runoff volume

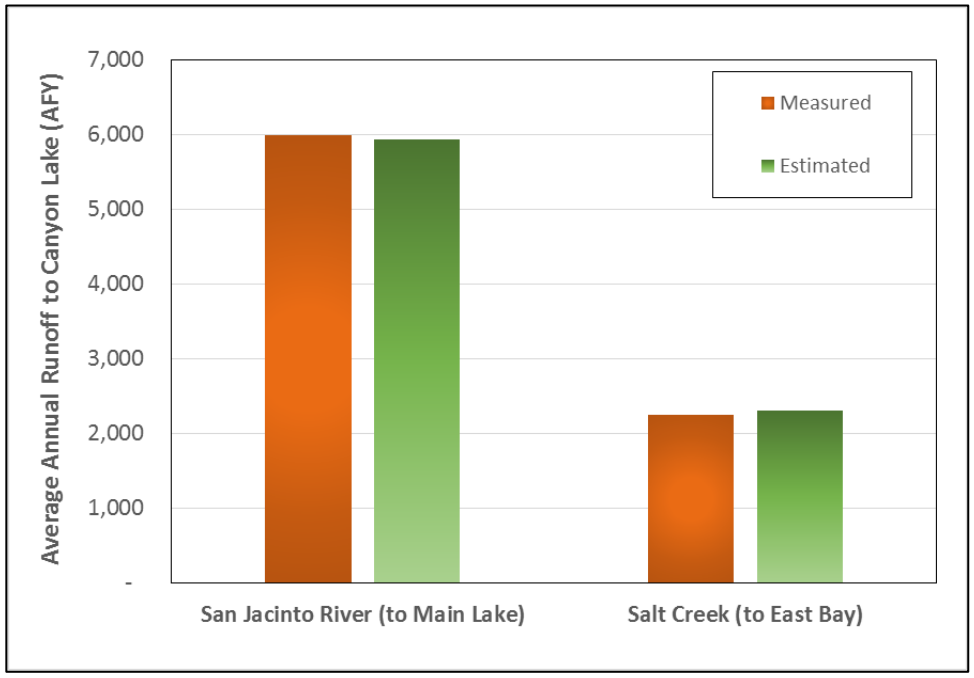


Figure 4-12
Comparison of modeled and measured average (2000-2015) annual runoff volume for primary inflows to Canyon Lake

Average annual runoff volume was estimated using long-term average rainfall based on the entire period of concurrent rainfall data at RCFC&WCD stations of 1948-2015 (shown in Table 4-2 above). Results shown in Table 4-4 represent the estimated average annual volume of runoff delivered to Canyon Lake, Main Lake and East Bay, and Lake Elsinore from all watershed lands. These results account for losses in unlined channel bottom segments and include the long term average of runoff overflow volume (computed including years with zero values) from drainage areas upstream of Mystic Lake. The runoff inflow volume shown for Lake Elsinore is for the local drainage and does not include overflows from Canyon Lake.

Table 4-4. Estimated Long-Term (1948-2015) Average Runoff Volume Delivered to Lake Segments from All Watershed Lands

Average Annual Runoff Inflows to Lakes (AFY)	San Jacinto River (to Main Lake of Canyon Lake)	Salt Creek (to East Bay of Canyon Lake)	Local Lake Elsinore	Total
Modeled - Current Land use	11,310	3,585	3,002	17,897

4.1.4 Water Quality

The preceding section describes a static model for estimating volume of watershed runoff generated from different model subareas that is delivered to each lake segment. Watershed runoff contains nutrients, total phosphorus and total nitrogen, that are conveyed through drainage features to the downstream lake segments. In wet years, the greatest source of nutrients to the lakes segments comes from the watershed with runoff. The following sections describe types of nutrient sources in the model

subareas, the concentration of nutrients washed off from different land use types, and the total load of nutrients delivered to the lake segments as external loads in watershed runoff.

4.1.4.1 Sources of Nutrients in Watershed Runoff

Specific sources of nutrients that may be available for washoff with runoff are listed below:

- Trash
- Fertilizers
- Green waste
- Pet waste
- Septic system failure
- Detergents
- Construction sites
- Erosion of exposed soils

The source assessment estimates total nitrogen and total phosphorus washoff from model subareas for generalized land use categories in drainage areas upstream of Canyon Lake (Main Lake and East Bay) and Lake Elsinore (local drainage downstream of Canyon Lake) (Table 4-5). Detailed land use distributions by subwatershed zone and jurisdiction are provided in Appendix A.

Table 4-5. Distribution of Land Use (Acres) in Areas that Drain to Canyon Lake and Lake Elsinore

Land Use	San Jacinto River (to Main Lake)[1]	Salt Creek (to East Bay)	Local Lake Elsinore	Total
Commercial / Industrial	18582	5157	1854	25594
Dairy	812	0	4	816
Forested	262484	41487	17472	321444
Irrigated Cropland	16446	3800	0	20246
Non-Irrigated Cropland	8085	5278	22	13386
Open Space	9240	4287	544	14071
Orchards / Vineyards	3953	322	56	4330
Other Livestock	2179	1120	30	3329
Pasture / Hay	2473	646	53	3173
Roadway	2014	785	240	3039
Water	3717	427	3183	7327
Residential – Septic [2]	2601	1008	254	3863
Residential – Sewer	41623	17450	6652	65726
Total	374210	81768	30365	486342

1) Acres shown include drainage areas upstream of Mystic Lake in subwatersheds 7-9
2) Residential land use on septic systems was approximated by intersecting GIS layers of Riverside County parcels containing a septic tank with 2014 land use areas mapped as low-density residential

4.1.4.2 Nutrient Loading to Lake Segments

The existing loads to Canyon Lake and from Canyon Lake to Lake Elsinore can be approximated from historical flow and water quality data from the two inputs to Canyon Lake (Salt Creek and San Jacinto River) and from San Jacinto River inflows to Lake Elsinore. The gauges are downstream of the majority of

drainage area to the lake segments, although adjustments are made in the modeling approach to account for ungauged drainage areas, as described in the following section 4.1.4.3. The concentration of nutrients for inflows to and outflows from Canyon Lake have been monitored during 25 storm events between 2008 and 2016 by the Task Force. Data are sufficiently robust from these watershed monitoring activities to be considered representative of long term averages and to characterize most of the expected variability associated with seasonality and magnitude of storm events. Event based summary data is presented in Table 4-6.

Table 4-6. Average Storm Event Nutrient Concentrations from Watershed Monitoring Sites

Event	Date	San Jacinto River at Goetz Rd		Salt Creek at Murrieta Rd		Canyon Lake Overflow		Cranston Guard Station	
		TP (mg/L)	TN (mg/L)	TP (mg/L)	TN (mg/L)	TP (mg/L)	TN (mg/L)	TP (mg/L)	TN (mg/L)
1	1/11/2001	0.62	7.03	0.32	4.83				
2	1/26/2001	0.21	10.60	0.20	5.80				
3	2/13/2001	0.49	5.50	0.28	3.24				
4	2/25/2001	0.41	4.98	0.44	3.40	0.17	2.70		
5	2/12/2003	0.64	2.56	0.61	2.62			0.13	0.60
6	2/25/2003	1.94	2.93	0.82	2.83	1.00	1.69	0.92	1.41
7	10/27/2004	1.50	3.01	0.96	2.07	0.41	2.00	4.13	3.80
8	1/12/2005	1.47	2.95	1.35	2.05			0.16	0.98
9	3/23/2005	0.78	1.32	0.44	2.68			0.11	0.58
10	2/28/2006	0.69	2.82	0.37	2.36				
11	4/5/2006	0.32	1.80	0.62	2.49				
12	1/5/2008							0.39	1.15
13	1/27/2008	0.58	1.90	1.08	2.70	0.46	1.82	1.22	4.00
13	2/4/2008							0.43	1.03
14	11/26/2008	1.51	3.07	0.77	1.57				
15	2/16/2009	0.68	2.08	1.32	3.65	0.45	1.49		
16	12/12/2009	0.46	1.94	0.61	2.70				
17	1/20/2010	1.12	2.13	0.99	2.33	0.58	1.95	10.13	7.09
18	2/5/2010	1.12	3.81	0.77	2.20	0.80	2.43		
19	12/21/2010	0.72	2.01			0.46	1.56		
20	2/18/2011	1.87	3.60	0.42	2.81	0.56	1.38		
21	2/25/2011	4.19	3.56	0.54	2.11	0.94	2.21		
22	3/17/2012	0.94	2.56	0.33	2.12				
23	3/26/2012	0.26	1.85	0.23	1.73				
24	4/26/2012	0.56	2.58	0.41	2.18				
25	2/20/2013	0.73	2.39	0.30	2.11				
26	3/8/2013	0.56	2.57	0.33	1.70				
27	2/28/2014	0.85	2.16	1.15	3.32				
Median of all Samples		0.71	2.58	0.54	2.49	0.51	1.89	0.32	0.92

Median event nutrient concentrations (C_{median}) from the two inputs to Canyon Lake (Salt Creek and San Jacinto River) and overflow to Lake Elsinore, when active, are shown in Table 4-6. Use of a flow-weighted average was considered but not used because no significant relationship was found between flow rate and nutrient concentration when comparing events. The median values were applied to annual volumes measured at the USGS gauges to estimate loading to the lakes from most of the watershed, as follows:

$$L_{annual} = Q_{annual} * C_{median}$$

Figures 4-13 and 4-14 show estimated annual nutrient loads based on measurements of daily flow and average of water quality monitoring data. The estimated retention of nutrient loads within Canyon Lake is computed from measured data similarly to volume retention (see Figure 4-1 above). Retained nutrient loads are estimated as the difference between the summed annual loading for stations upstream and downstream of Canyon Lake for years when Canyon Lake elevation data exceeded its spill water elevation of 1381.76 ft (2003-05, 2008, and 2010-11), indicating that overflows occurred. In dry years when the lake did not overflow, all nutrients loads are assumed to be retained.

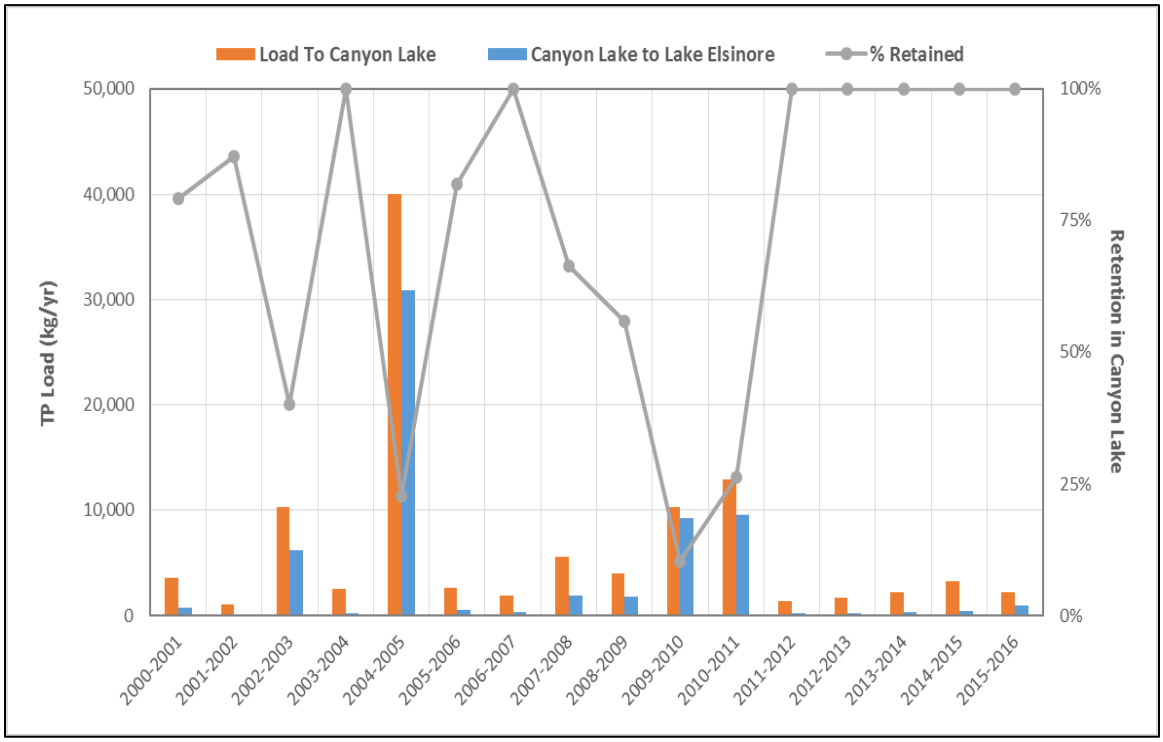


Figure 4-13
Annual Total Phosphorus Load into Canyon Lake and Overflow to Lake Elsinore

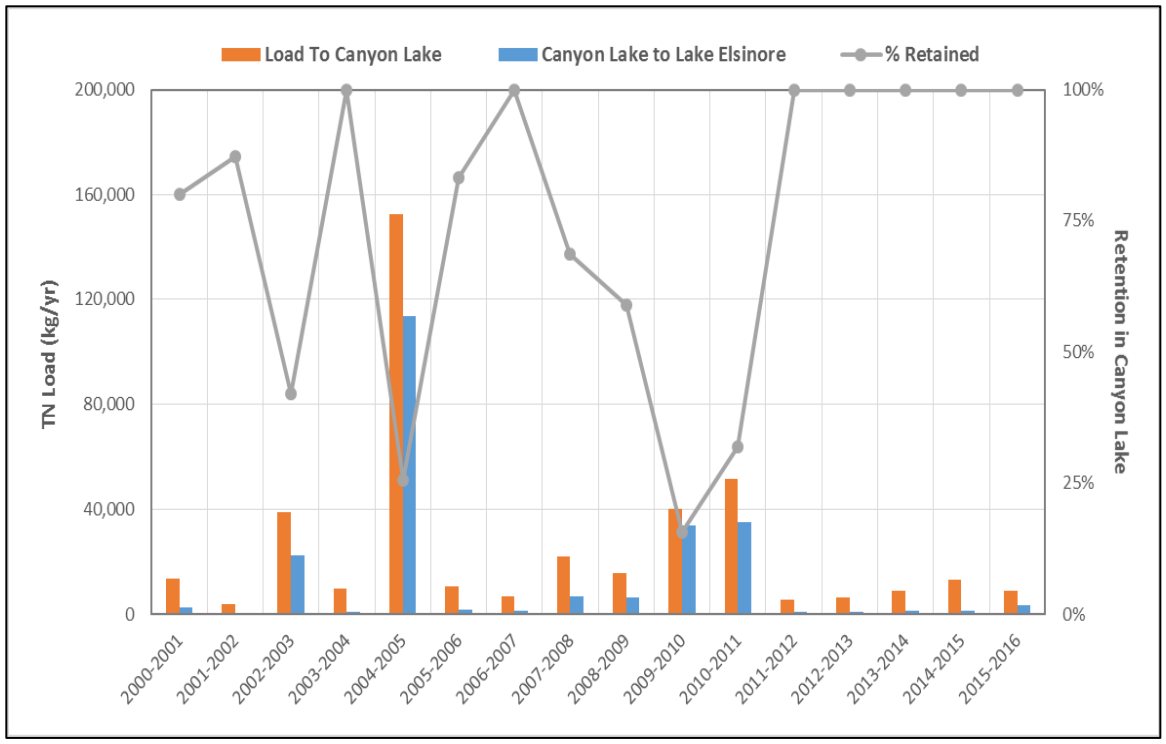


Figure 4-14
Annual Total Nitrogen Load into Canyon Lake and Overflow to Lake Elsinore

4.1.4.3 Nutrient Washoff Model

PLOAD was employed to estimate nutrient washoff to downstream lake segments. This method computes downstream annual nutrient loads (L_{annual}) as a function of average annual runoff (Q_{annual}) and event mean concentrations (EMCs)[12] for spatially lumped subareas with common land use (LU), subwatershed zone (Z), and jurisdiction (J), as follows:

$$L_{annual} = \sum_{LU,Z,J} Q_{annual} * EMC_{LU}$$

Thus, the estimation of nutrient loads delivered to downstream lake segments is based on hydrologic model results and assumed values for total phosphorus and total nitrogen EMCs in washoff from general land use categories. Table 4-7 presents the land use-based EMCs used to develop the source assessment for the TMDL revision. Table 4-7 also documents the monitoring data from sites in the vicinity of the San Jacinto River watershed that served as the basis for each of these EMCs. These monitoring sites are representative of the general land use categories (Figure 4-15). Generally, urban land use groups were characterized from NPDES monitoring conducted by RCFC&WCD at core monitoring sites[13] and agricultural land use groups were characterized by a special study of cropland plot scale nutrient BMP

[12] An event mean concentration (EMC) is the average concentration of a water quality parameter over the course of an entire wet weather event. The average of EMCs from multiple sampled events provides a more robust estimate of the central tendency for the upstream drainage area

[13] RCFC&WCD (2015). Report of Waste Discharge

effectiveness conducted by UC Riverside[14] through a 319(h) grant. In addition, the National Stormwater Quality Database (NSQD)[15] contained data from multiple sites from freeways in the vicinity of the SJR watershed that were used to characterize transportation land use in the watershed. Lastly, EMCs for Pasture / Hay / Ranch and Other Livestock land use groups have not been published from studies in the watershed vicinity. Estimated EMCs for pasture land cover for Central Florida was synthesized in H.H. Harper (1998)[16] and is used for this source assessment. These two land use groups compromise approximately 1 percent of the total acreage in the drainage areas to the lakes based on mapping completed in 2014 (see Table 4-5 above), therefore values for these EMCs are relatively insensitive to the estimate of downstream loads.

Table 4-7. Land Use Specific Event Mean Concentrations used for Source Assessment

Land Use	TP (mg/L)	TN (mg/L)	Site Name	Source (number of samples; period of record)
Commercial / Industrial	0.54	3.89	Corona Storm Drain (Sta 40)	RCFC&WCD (n=30; 2004 – 2014)
Residential - Sewer	0.48	2.93	Sunnymead Channel (Sta 316)	RCFC&WCD (n=30; 2004 – 2015)
Residential - Septic	0.59	5.30	Canyon Lake at Sierra Park (Sta 834)	RCFC&WCD (n=21; 2000-2004)
Roadway	0.31	4.88	Freeway (FW) CACTA006, 011, 012, 013	NSQD (n=14; 1997 - 1999)
Irrigated Cropland	1.04	4.08	Pumpkin Control	UC Riverside (n=8; 2008)
Non-Irrigated Cropland	1.21	3.25	Wheat Control	UC Riverside (n=14; 2007-2009)
Orchards / Vineyards	1.13	1.71	Citrus Control	UC Riverside (n=17; 2007 – 2009)
Open Space / Forested	0.32	0.92	Cranston Guard Station	US Forest Service (n=54; 2001 – 2010)
Pasture / Other Livestock	0.48	2.48	Not reported	Harper, H.H. 1998

1) No EMCs were applied for dairy land uses based on presumed compliance with CAFO Permit requirement for on-site runoff retention up to 25 year return period storm event.

The RCFC&WCD monitoring site at Canyon Lake at Sierra Park is located downstream of Quail Valley, a low density residential area that was not historically serviced by any centralized sewer system. A large project to bring sewer service to this area is currently underway. Monitoring at the downstream sample site was conducted prior to any sewer construction and therefore may be representative of residential land use with on-site sanitary treatment and disposal systems (OSTDS), referred to as septic systems in this report. The nutrient concentration data from this site show similar TP levels to sewered residential but roughly 80 percent greater TN concentration. This difference makes sense given that adsorption of nitrogen in soils is less efficient than phosphorus. A similar water quality response was observed from a smaller sample set collected from Meadow Brook, a tributary to the San Jacinto River just above the

[14] University of California at Riverside. Assessment of Best Management Practices to Reduce Nutrient Loads. Final Report for Section 319(h) Grant, Agreement No 05-040-558-1 between the State Water Resources Control Board and Regents of the University of California, 2011.
[15] http://www.bmpdatabase.org/nsqd.html
[16] Harper, H.H. (1998). Stormwater Chemistry and Water Quality.
http://www.erd.org/ERD%20Publications/STORMWATER%20CHEMISTRY%20AND%20WATER%20QUALITY---1999.pdf

inflow to Canyon Lake Main Lake, with elevated TN concentrations averaging over 10 mg/L (see Attachment B of the CNRP)[17].

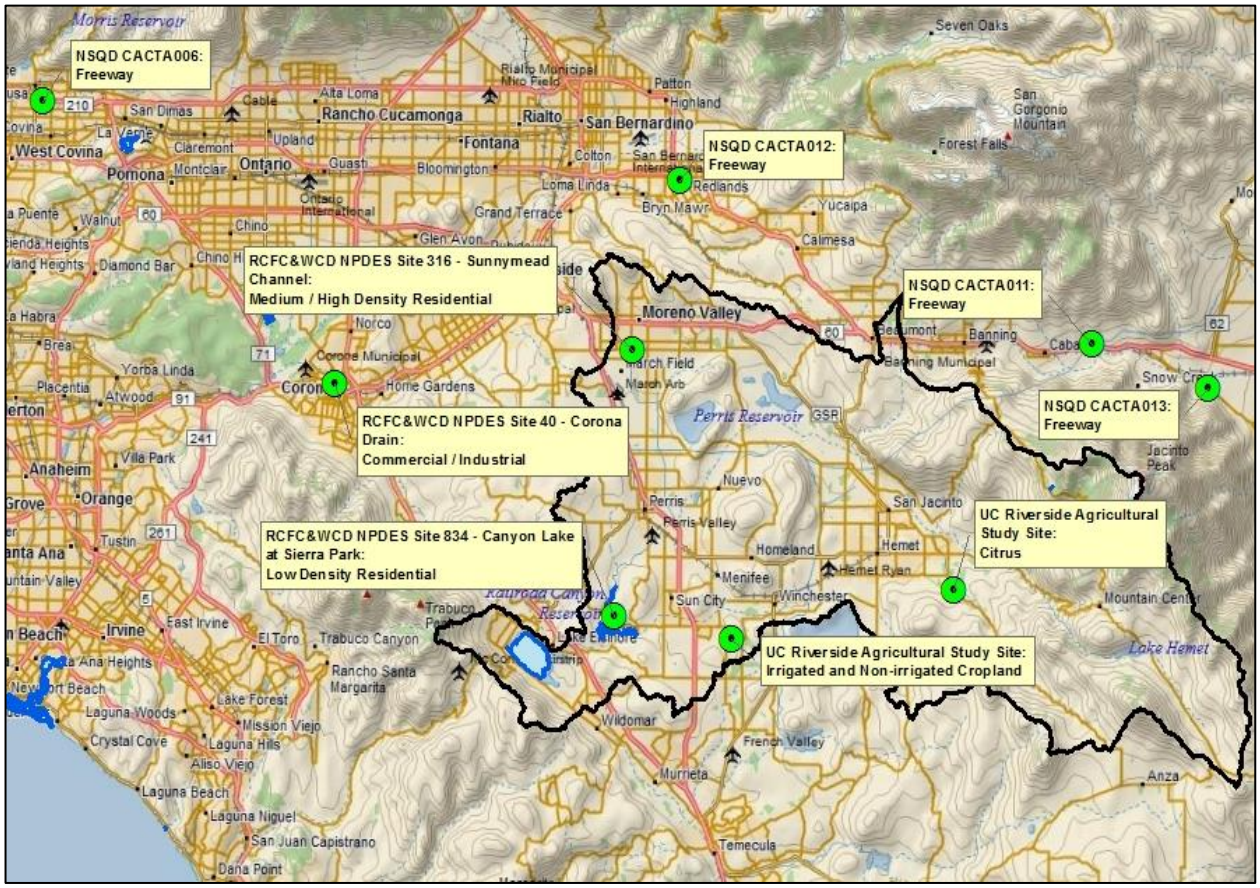


Figure 4-15
Map of showing water quality monitoring sites in the San Jacinto River watershed and vicinity used to estimate land use based EMCs for TP and TN

Both Quail Valley and Meadow Brook are situated over portions of the watershed with shallow (<2 meters) depths to bedrock, thereby posing a greater risk of short-circuiting septic leachfields during wet weather events. A review of regional SSURGO soil survey mapping[18] showed that most other residential – septic model subareas (displayed in Figure 4-2 above) in the watersheds to Canyon Lake and Lake Elsinore also overlay areas with shallow depth to bedrock. Thus, the TMDL revision applied an EMC specifically for model subareas identified as residential – septic to account for nutrients from potentially failing septic systems watershed-wide. This approach differs from the method in the 2004 TMDL source assessment, which involved a separate loading analysis to attempt to quantify nutrient loads in potentially failing septic systems. The previously employed approach required rough assumptions about failure rates and how wet weather conditions mobilize incompletely treated sewage.

[17] CDM Smith (2013). Comprehensive Nutrient Reduction Plan for MS4 Permittees in the Canyon Lake and Lake Elsinore Nutrient TMDL, http://www.sawpa.org/wp-content/uploads/2012/05/CNRP-for-Lake-Elsinore-and-Canyon-Lake_Final.pdf
[18] http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm

For each referenced monitoring station, the median of collected wet weather samples was computed and served as the EMC value in the source assessment model. The full range of wet weather TP and TN concentrations are plotted as box/whisker plots in Figure 4-16 for TP and Figure 4-17 for TN. These plots show the median (black line through box), 25th and 75th percentiles (lower and upper bounds of box) and minimum and maximum values (whiskers) for the full dataset.

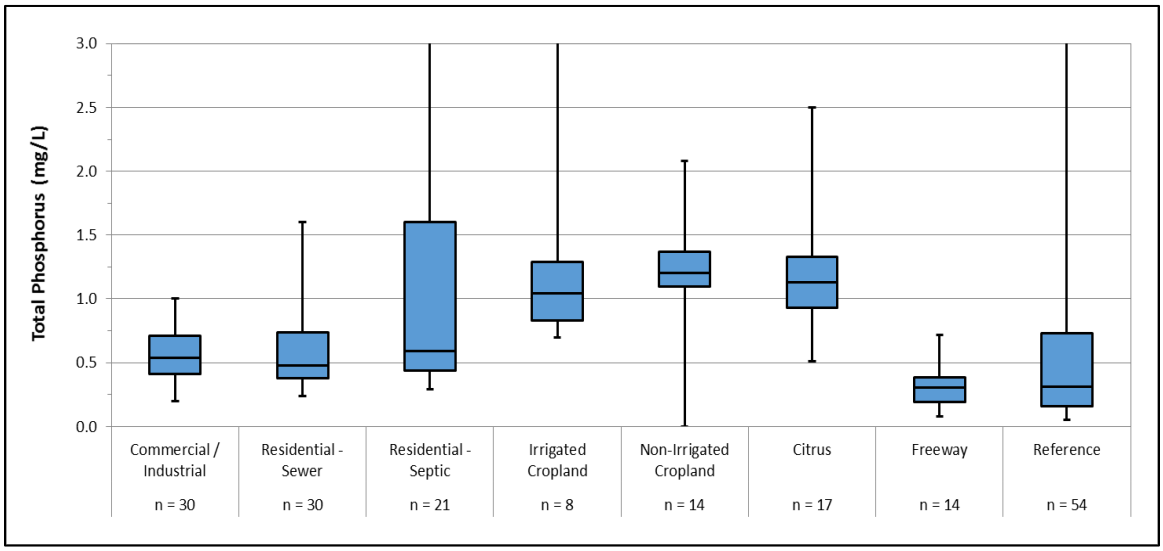


Figure 4-16
Box/whisker plots of wet weather TP from land use specific EMC sites (data for Other Livestock or Pasture/Hay/Ranch land uses not available)

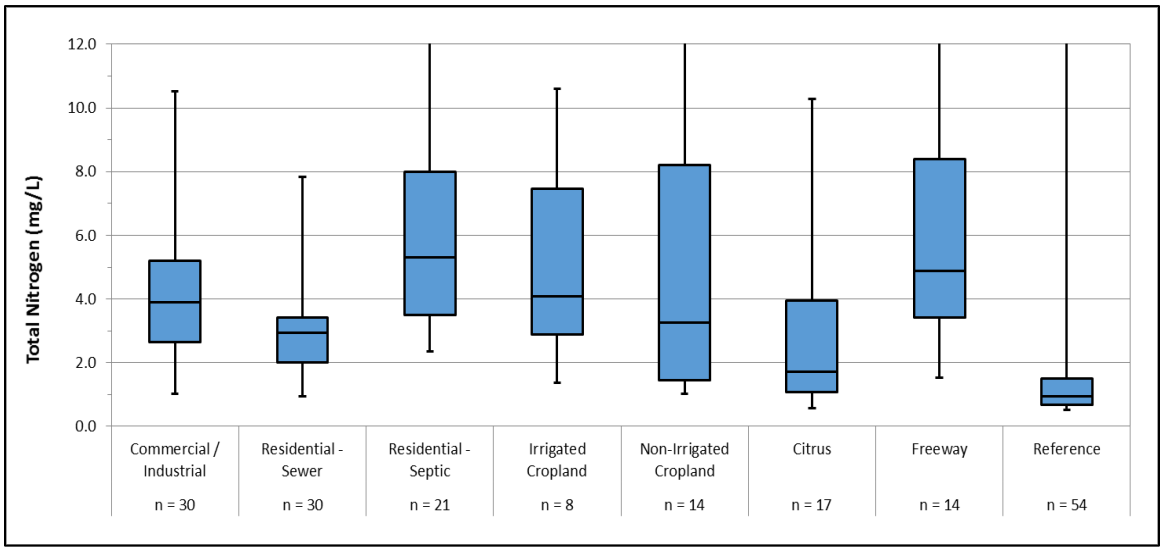


Figure 4-17
Box/whisker plots of wet weather TN from land use specific EMC sites (data for Other Livestock or Pasture/Hay/Ranch land uses not available)

Applying these land use specific EMCs to average annual runoff (see Section 4.1.2 above) provides an estimate of nutrient loads for all model subareas. Taking only model subareas from upstream of USGS gauges on San Jacinto River at Goetz Road and Salt Creek at Murrieta Road and simulating average annual rainfall for the period of 2000-2016 allows for comparison of modeled to measured loads (Figure 4-18). Ungauged subareas that are downstream of the monitoring sites and drain directly to the shoreline of Canyon Lake (see Figure 4-11 above) as well as all model subareas upstream of Mystic Lake (no overflows occurred in 2000-2015 period) are excluded from these outputs.

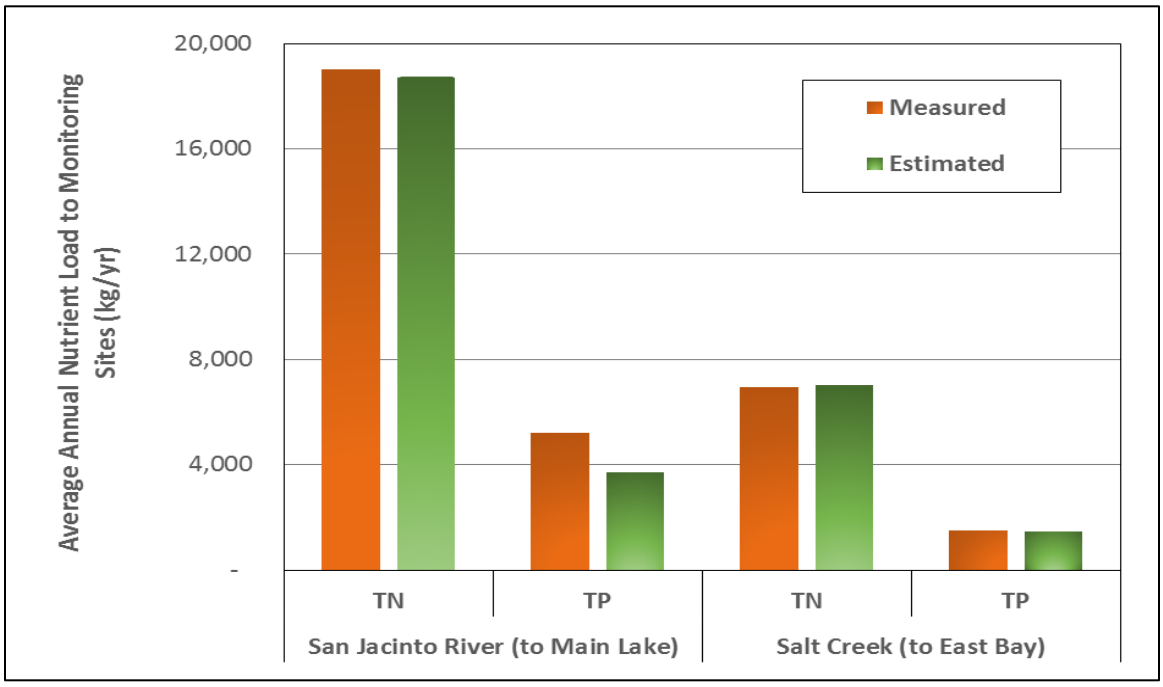


Figure 4-18
Comparison of modeled and estimated average (2000-2016) annual nutrient loads to monitoring sites for San Jacinto River at Goetz Road and Salt Creek at Murrieta Road

Generally, the model performed well in predicting average annual nutrient loads when compared with estimated loads from measured data at the two downstream monitoring sites. No changes were made to the land use based EMCs that were determined from medians of TN and TP concentration from select monitoring stations with a predominant upstream land use category (see Table 4-7 above). The model did slightly under-predict annual TP loads to the San Jacinto River at Goetz Road. It is possible that another in-stream source is present in this drainage area to account for elevated concentrations (median TP of 0.71 mg/L) at the downstream station.

Results for nutrients loads delivered to the lake segments based on long-term average annual rainfall (1948-2015) and accounting for all model subareas are reported in Table 4-8. The results in Table 4-8 include the overflows from Canyon Lake to Lake Elsinore and overflows from Mystic Lake to the San Jacinto River and ultimately the Main Lake of Canyon Lake.

Table 4-8. Model Results for Long-Term Average (1948-2016) Annual Runoff and Nutrient Load Delivered to Lake Segments

Receiving Lake Segment	Runoff Inflow (AFY)	TP (kg/yr)	TN (kg/yr)
Canyon Lake Main Lake[1]	10,975	5,007	23,540
Canyon Lake East Bay	3,768	1,516	7,397
Lake Elsinore[2]	9,530	5,037	19,931

1) Includes estimated Mystic Lake average annual overflow volume (accounting for zero years) and associated nutrient loads from subwatershed 7-9
2) Includes measured overflow volume from Canyon Lake to Lake Elsinore shown in Figure 4-1 and estimated loads based on medians of historical watershed monitoring data shown in Table 4-6 (median TP = 0.51 mg/L; TN = 1.89 mg/L)

Nutrient loading to lake segments from watershed runoff are summarized by subwatershed zone and by general land use category in Figures 4-19 and 4-20, respectively. Results show the greatest loading of nutrients originates in subwatershed zone 5, which comprises the entire drainage area of Perris Valley Channel. Nutrient loads from Zone 4 that are estimated to reach Canyon Lake East Bay are approximately half of washoff from model subareas as a result of significant channel bottom recharge in Salt Creek.

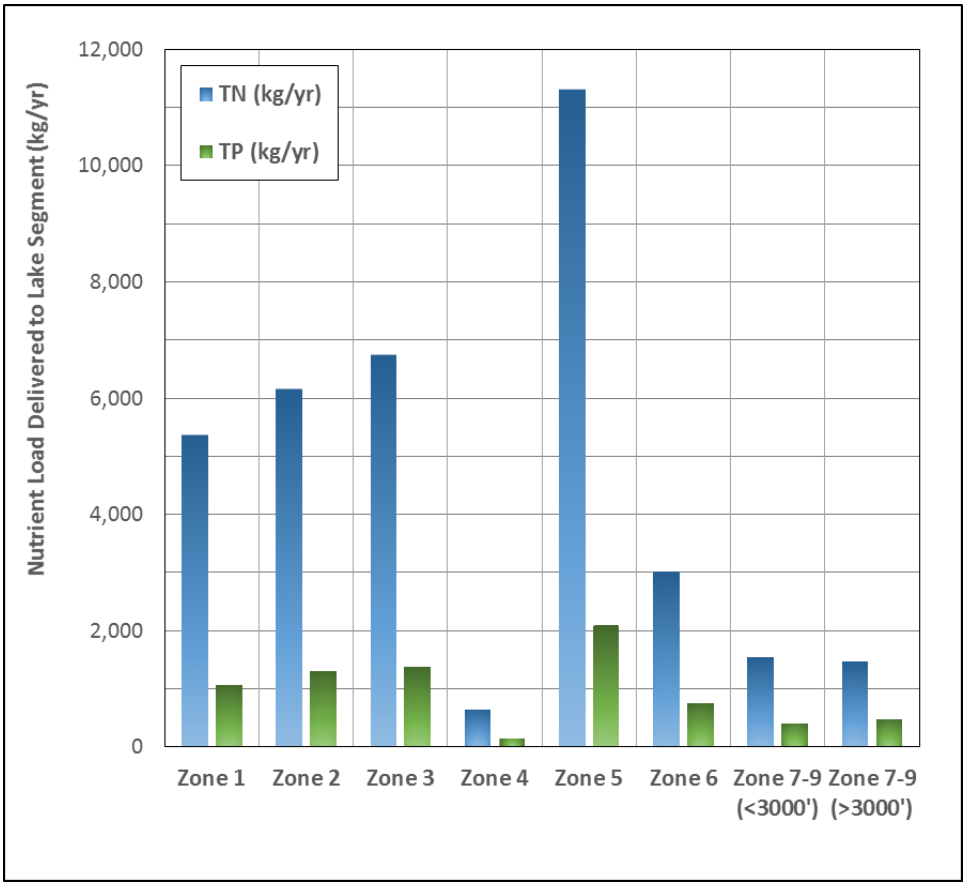


Figure 4-19
Nutrient loading to lake segments by subwatershed zone

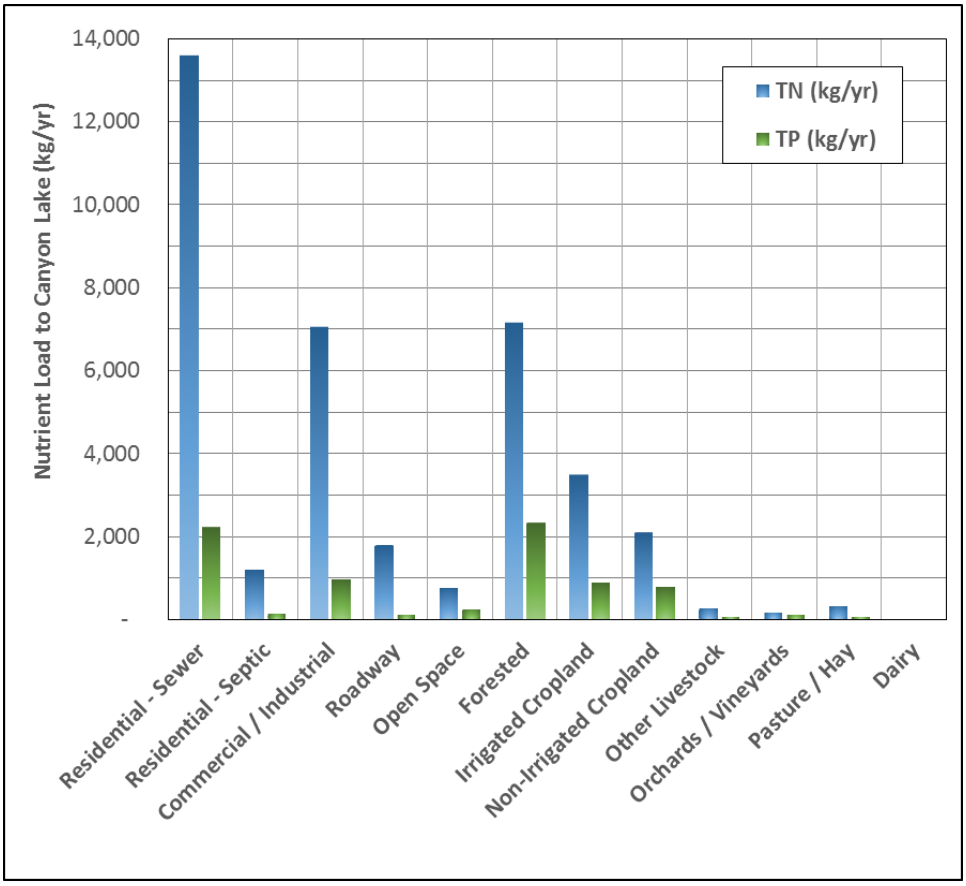


Figure 4-20
Nutrient loading to lake segments by general land use category

Land use categories with the greatest acreage in the watershed were the largest source of nutrient loading to the lake segments. This includes residential – sewered and commercial / industrial categories as well as forest and open space model subareas. Agricultural land uses in the San Jacinto River watershed have declined significantly since the existing TMDLs were developed. Despite having relatively higher EMCs, the lower imperviousness and reduction of total agricultural acreage has reduced the source contribution from agricultural land use categories to the lake segments relative to the 2004 TMDL.

4.2 Supplemental Water

An additional source of volume and nutrient load exists for Lake Elsinore in the form of reclaimed wastewater from Elsinore Valley Municipal Water District's (EVMWD's) regional water reclamation facility (RWRF). Since 2008, EVMWD has added reclaimed wastewater to Lake Elsinore for lake level stabilization. A deeper lake provides multiple benefits including aesthetics, recreational use, and water quality. EVMWD's NPDES permit (R8-2013-0017, NPDES No. CA8000027) for this discharge to Lake Elsinore includes requirements for nutrient loads to the lake as follows:

- Total Nitrogen - 12-month running average TN concentration shall not exceed 1 mg/L, and the 5 year running average mass of TN discharged to the Lake shall not exceed 16,372 pounds/year

(7,442 kg/yr), unless the discharger implements a plan, with the approval of the Regional Water Board or its Executive Officer, to offset TN discharges in excess of the TN limits.

- Total Phosphorus - 12-month running average TP concentration shall not exceed 0.5 mg/L, and the 5 year running average mass limit for TP discharged to the Lake shall not exceed 8,186 pounds/year (3,721 kg/yr), unless the discharger implements a plan, with the approval of the Regional Water Board or its Executive Officer, to offset TN discharges in excess of the TN limits.

The annual volumes of reclaimed water discharged and estimated total phosphorus and total nitrogen loads are reported in Table 4-8. The estimated load is based on an average annual concentration in effluent from 2014-2016 of 0.37 mg/L TP and 2.83 mg/L TN. Current treatment mechanisms at the RWRF reduce TP to meet the limit concentration of 0.5 mg/L. Conversely, typical TN concentrations exceed the allowable concentration of 1.0 mg/L. Therefore, EVMWD uses nitrogen offset credits accrued by operation of the LEAMS to meet the permit requirements. In years when there is little or no overflow from Canyon Lake, the discharge of reclaimed water to maintain lake levels is the largest source of new external nutrient loads to Lake Elsinore.

Table 4-8. Volume and Estimated Nutrient Load in Supplemental Water Additions to Lake Elsinore

Year	Reclaimed Water (AFY)	Island Wells (AFY	Total Supplemental Volume (AFY)	Estimated TP Load (kg/yr)	Estimated TN Load (kg/yr)
2007	2,361		2,361	1070	8267
2008	5,365	359	5,724	2434	19357
2009	5,470	404	5,874	2485	19736
2010	6,039	385	6,425	2743	21792
2011	1,920	6	1,925	872	6926
2012	5,499	295	5,794	2507	19843
2013	5,843	264	6,106	2670	21698
2014	5,778	298	6,075	2651	21458
2015	1,930	50	1,981	891	7169
2007-2015 Average	4,467	258	4,696	2,036	16,250

4.3 Internal Sources

Several sources of nutrients result from processes that happen within the lake ecosystem, including sediment nutrient flux and atmospheric deposition. The following sections describe these processes and estimates associated nutrient loads.

4.3.1 Sediment Nutrient Flux

Nutrients that settle to the bottoms of Canyon Lake and Lake Elsinore bound to organic matter or otherwise particle bound are not immediately available for phytoplankton uptake. Instead these nutrients undergo processes within the lake bottom to move from bound to more soluble forms (PO_4 and NH_4) referred to as diagenesis. Anoxic conditions in the lake bottom sediments increase the rate of

digenesis by chemical reduction of iron bound phosphorus to a loosely bound ferrous form and by allowing for anaerobic bacterial decomposition of organic matter in sediments releasing ammonia into pore waters. Flux of these solubilized forms from the lake bottom across the sediment-water interface to the water column occurs by diffusion and physical resuspension.

4.3.1.1 Canyon Lake

Rates of nutrient flux from bottom sediment to the water column vary across Canyon Lake based upon bathymetry and relationship to inflows, and are further influenced by temperature and DO concentration. Based upon core-flux measurements made at a small number of sites (Anderson, 2003), bathymetric survey results and hydroacoustic signature of the sediments, estimates of sediment nutrient flux rates were developed across the lake. Core-flux measurements indicated a modest positive increase in NH_4-N flux with water depth, while PO_4-P typically exhibited greater flux rates in shallower water, e.g., in East Bay where significant deposition of silt eroded from the watershed are typically deposited. Based upon these considerations, nominal flux rates across the lake for NH_4-N and PO_4-P were used in model simulations, shown in Figures 4-21 and 4-22, respectively.

Sediment nutrient flux rates in ELCOM-CAEDYM were specified at standard temperature and DO conditions for each bottom cell within the computational domain; the flux rate was then corrected for the temperature and DO condition present at each model time-step (Hipsey, 2014).

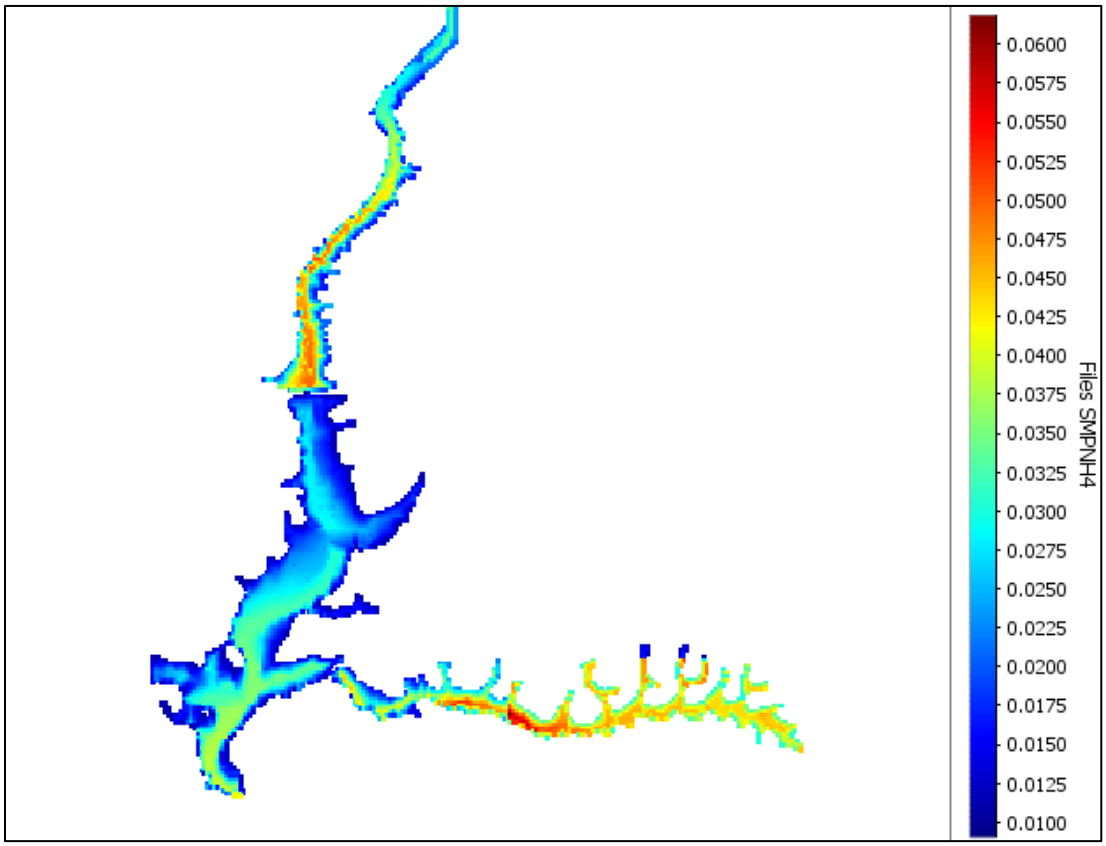


Figure 4-21
Modeled flux rate (g/m^2/day) of NH_4-N from Canyon Lake bottom sediment to overlying water column

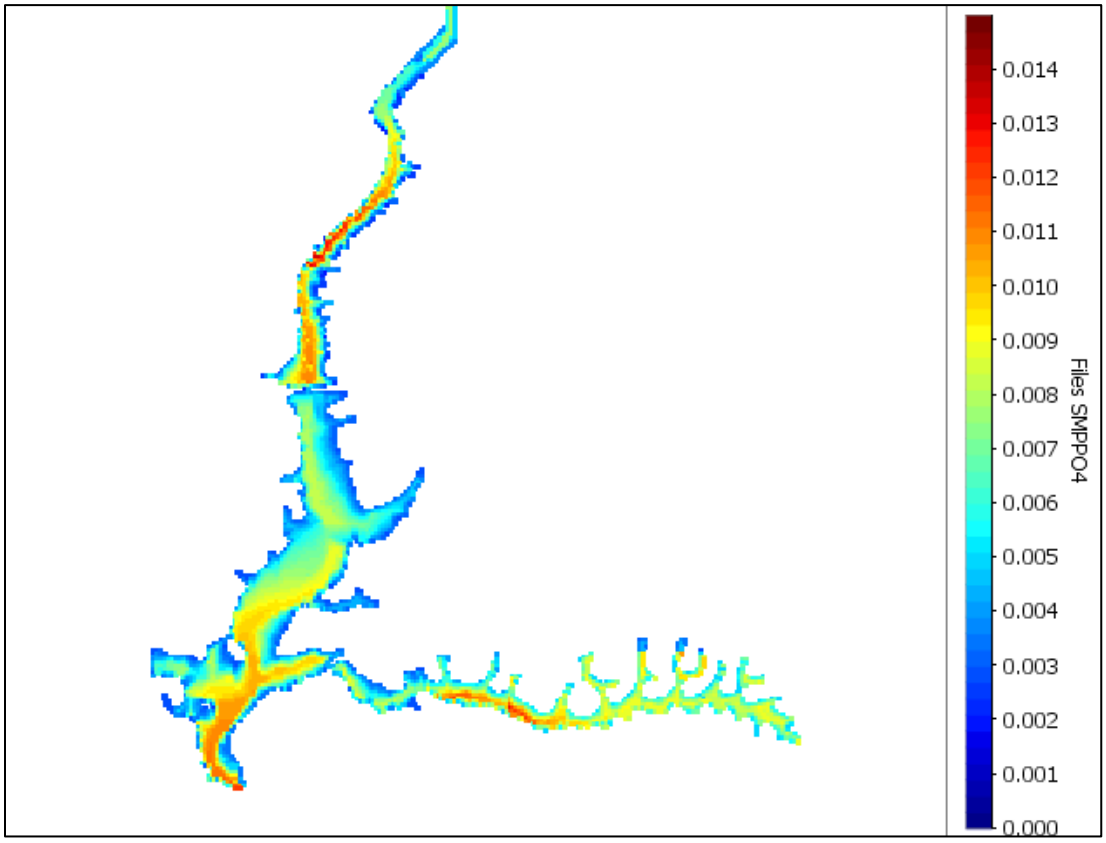


Figure 4-22
Modeled flux rate (g/m^2/day) of PO_4-P from Canyon Lake bottom sediment to overlying water column

The average nominal flux rate for NH_4-N calculated from Figure 4-21 is 28.5 mg/m^2/day, corresponding to a daily NH_4-N flux of 53.8 kg/day or 19,626 kg/year for the entire 464 acres of simulated lake bottom area. This represents an increase of 6,077 kg/yr over the estimated flux in the 2004 TMDL. The increase is most likely attributed to the larger bottom area involved in the lake water quality model simulation (464 acres compared with 300 acres). For PO_4-P flux, the estimated rate was 6.9 mg/m^2/d corresponding to an annual average load of 4,724 kg/yr. This load is very close to the load estimated for the 2004 TMDL despite the increased bottom area considered.

4.3.1.2 Lake Elsinore

The 1-D approximation used for modeling of Lake Elsinore necessitates use of average internal loading rates for NH_4-N and PO_4-P across the lake, modulated by temperature and DO as described above. That is, based upon depth-area-volume information provided for the lake and dynamically simulated lake level, temperature and DO concentration with depth, nutrient flux rates are apportioned to allow for the fraction of the bottom sediments that are shallow, warm and generally well-aerated to release nutrients at a rate that is potentially quite different than deeper anoxic sediments. The nominal PO_4-P flux rate was taken as 8 mg/m_2/d while the nominal NH_4-N flux rate was taken as 80 mg/m^2/d based upon core-flux measurements (Anderson 2002). Assuming a lake area of approximately 3000 acres, this corresponds to annual PO_4-P and NH_4-N inputs to the water column of 35,452 kg and 354,520 kg, respectively.

4.3.2 Atmospheric Deposition

Nutrients within air overlying the surface of the lakes settle onto the lake surface and act as a small source of nutrients to the lakes. This source of nutrients to Canyon Lake and Lake Elsinore has not been re-evaluated since the 2004 TMDL, thus the same estimates are used in this revision. A brief summary is provided below.

Studies by Anderson (2001) [19] for Lake Elsinore and Anderson and Oza (2003) [20] for Canyon Lake estimated atmospheric deposition as part of a nutrient budget analysis. Irrespective of the amount of precipitation in a given year, these studies estimated atmospheric deposition of nutrients to be very small relative to the total nutrient budget, therefore average atmospheric deposition rates for nitrogen and phosphorus from these studies were used without adjusting for precipitation for individual years. Table 4-9 presents the estimated nutrient loads from atmospheric deposition to Canyon Lake and Lake Elsinore reported in these studies and incorporated into the 2004 TMDL source assessment.

Table 4-9. Estimated Nutrient Loads from Atmospheric Deposition onto Surface of Canyon Lake and Lake Elsinore

Lake Segment	Estimated TP Load (kg/yr)	Estimated TN Load (kg/yr)
Canyon Lake – Main Lake	144	1,253
Canyon Lake – East Bay	77	665
Lake Elsinore	108	11,702

4.4 Summary of Nutrient Sources

There are a several key sources of nutrients to Canyon Lake, Main Lake and East Bay, and Lake Elsinore. These sources vary seasonally and according to inter-annual climate patters in their relative importance to water column nutrients. This source assessment describes the individual sources and quantifies long-term average loading of nutrients to each lake segment. Table 4-10 presents a summary of all the general nutrient source categories for each lake segment. The relative contribution of each category is also shown as pie charts for Lake Elsinore in Figure 4-23, Canyon Lake Main Lake in Figure 4-24, and Canyon Lake East Bay in Figure 4-25.

Table 4-10. Summary of Nutrient Loads from All General Source Categories

General Source Category	Canyon Lake Main Lake		Canyon Lake East Bay		Lake Elsinore	
	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)
Watershed Runoff	6,160	29,065	2,109	10,105	5,222	20,898
Sediment Nutrient Flux	3,668	15,237	1,056	4,389	35,452	354,520
Atmospheric Deposition	144	1253	77	665	108	11,702
Supplemental Water	n/a	n/a	n/a	n/a	2,036	16,250
Total Average Annual Loading	9,972	45,555	3,242	15,160	42,818	403,370

[19] Anderson, M.A. 2001. Internal Loading and Nutrient Cycling in Lake Elsinore. Final report submitted to Santa Ana Regional Water Quality Control Board.

[20] Anderson, M.A. and Oza, H. 2003. Internal Loading and Nutrient Cycling in Canyon Lake. Final report submitted to Santa Ana Regional Water Quality Control Board

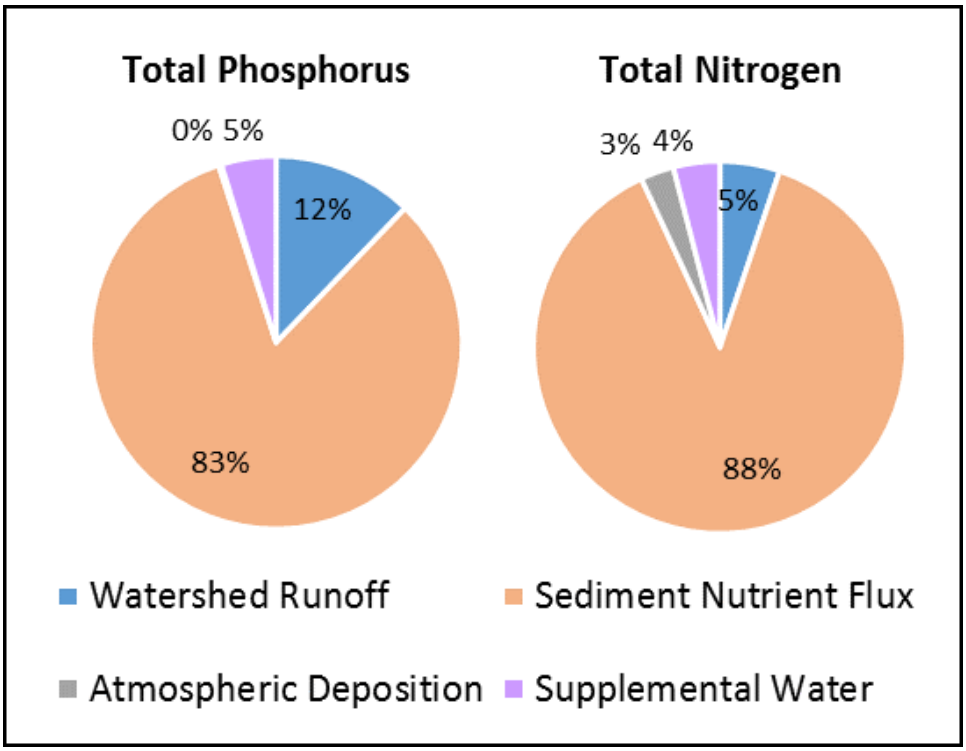


Figure 4-23
Relative contribution of general source categories for Lake Elsinore long-term average annual nutrient budget

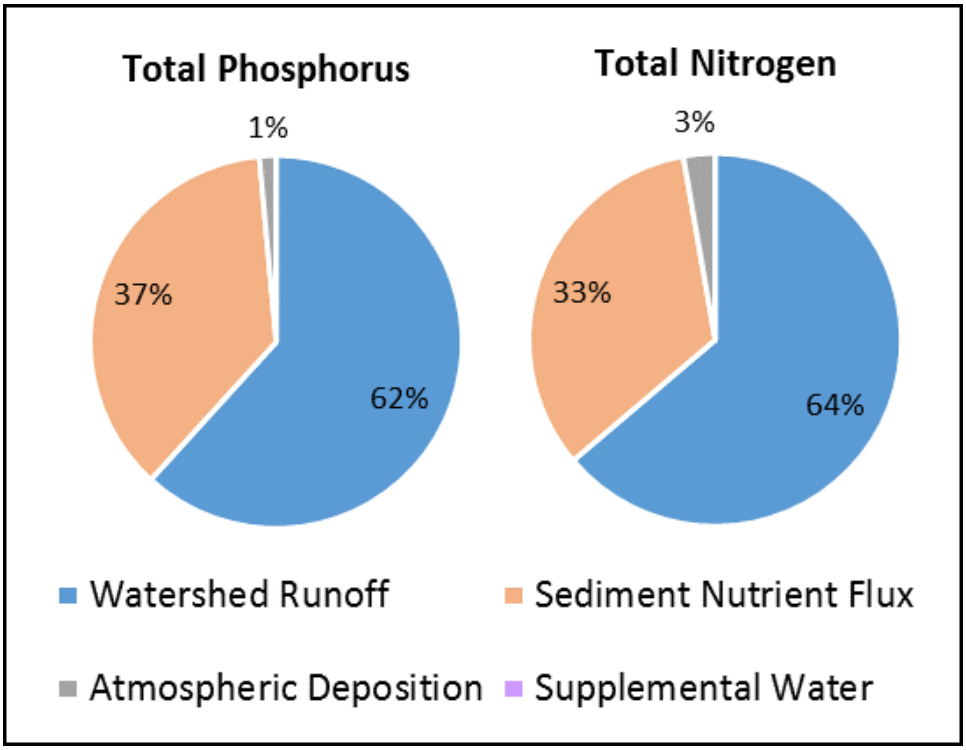


Figure 4-24
Relative contribution of general source categories for Canyon Lake Main Lake long-term average annual nutrient budget

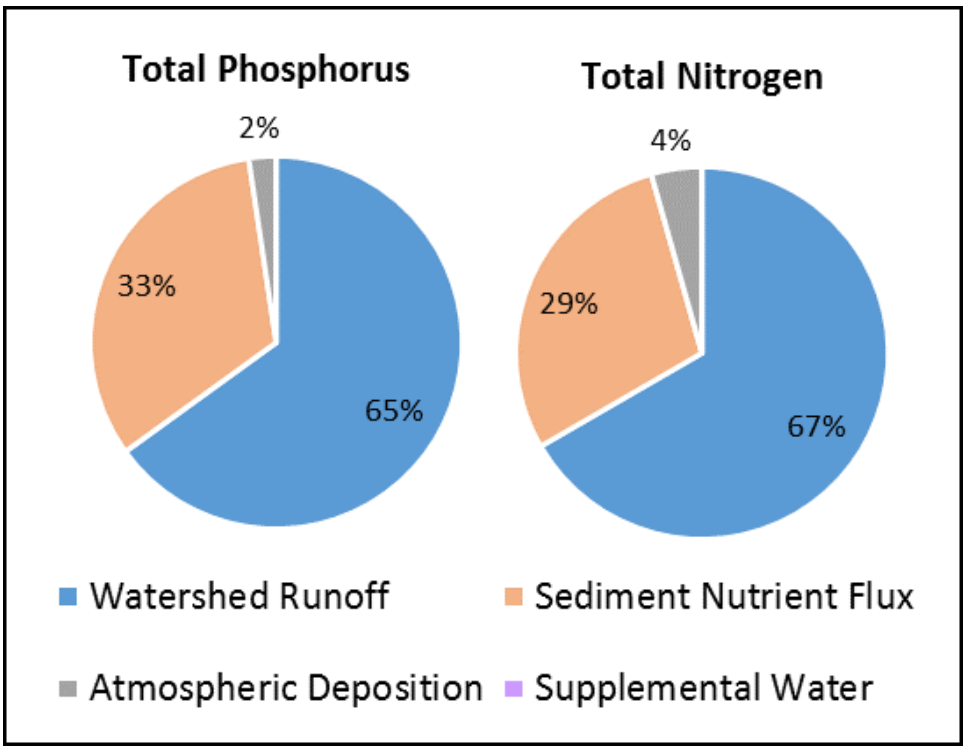


Figure 4-25
Relative contribution of general source categories for Canyon Lake East Bay long-term average annual nutrient budget

The single most apparent finding when reviewing the relative source contributions shown in Figures 4-23 through 4-25 is that internal loads in the form of sediment nutrient flux dominate the long-term nutrient budget for Lake Elsinore, while external loads play a much greater role in the nutrient budgets for Canyon Lake, both in Main Lake and East Bay. This finding has profound consequences for developing compliance milestones and in specifying the most effective implementation approaches for each lake segment.

Recall the basis for setting numeric targets is to create a water quality condition that is equal to or better than what may occur without anthropogenic impacts in the San Jacinto River watershed. This chapter quantifies nutrient sources for the existing developed condition; however, the same general categories of nutrient sources would exist in a reference, or pre-developed, watershed condition. The incremental increase in the combined nutrient loads from a reference watershed to what is quantified in this source assessment represents the reductions that will be required and the basis for setting allocations, as described in the following chapter.

Chapter 6: Allocations

The allowable nutrient loading to three lake segments, Canyon Lake Main Lake, Canyon Lake East Bay and Lake Elsinore, is determined from analysis of hydrology and water quality for teh hypothetical reference watershed based on pre-development conditions. This information was developed in the following chapters:

- Reference watershed conditions were approximated for watershed subareas by removing imperviousness and reducing washoff concentrations to natural background levels (see Chapter 3, Numeric Targets).
- The loading of nutrients to the lakes under reference conditions was simulated by evaluating reference watershed conditions using the watershed runoff model developed to assess existing sources of nutrients from the watershed (see Chapter 4, Source Assessment).
- Approximations of internal loads associated with sediment nutrient flux, the single greatest source of TP and TN in Lake Elsinore, for a reference watershed condition are documented in Chapter 5 (Linkage Analysis).

This chapter partitions the total allowable loads of TP and TN from point sources into wasteload allocations (WLAs) and non-point sources into load allocations (LAs) for individual jurisdictions. The chapter includes the following sections:

- *Section 6.1 – Watershed Runoff*: Nutrient loads delivered to the lakes from watershed runoff are allocated to upstream jurisdictional areas in this section. A key element of this allocation involves allocation of watershed nutrients loads that are upstream of both Canyon Lake and Lake Elsinore by way of overflows from Canyon Lake. In addition to describing the allowable loading, the difference between current loads (as determined in Chapter 4, Source Assessment) and allowable loads is reported. This difference represents the reduction in TP and TN loads that must be achieved to meet WLAs.
- *Section 6.2 – Supplemental Water*: Allowable loads from addition of supplemental water to the lakes is described. While the addition of supplemental water to the lakes represents a discharge, it is important to recognize that the addition of supplemental water also represents a water quality management strategy. The WLA for supplemental water is based on a reference watershed runoff nutrient concentration and does not consider additional water quality benefit for response targets that may be achieved with a deeper lake. Potential offset credits from supplemental water addition are described in Chapter 7 on Implementation.
- *Section 6.3 – Internal Loads:* Estimates of allowable internal loads for atmospheric deposition and sediment nutrient flux are described in this section. Implementation of the TMDL will eventually return sediment nutrient flux rates to reference levels, but a significant lag time exists to account for legacy nutrient enrichment to cycle through the system. This section estimates the lag time for sediment nutrient flux rates to return to reference levels after the TMDL for external loads is achieved.
- *Section 6.4 – Summary of Allocated Loads.* This section summarizes the WLAs and LAs described in previous sections. In addition, this section discusses how compliance with allocations will be

evaluated. As described in other chapters, the temporal variability associated with naturally occurring weather patterns results in significant variability in the delivery of nutrient loads to the lakes. Use of a 10-year averaging period for setting allocations in the revised TMDLs would provide a more appropriate measure of progress toward TMDL compliance by reducing the influence of naturally occurring annual fluctuations.

6.1 Watershed Runoff

6.1.1 Allowable Runoff Loads

Nutrient loads in watershed runoff under a reference watershed condition represent the total allowable load to each lake segment from external watershed runoff sources. Allowable nutrient loads are determined as the product of average annual runoff volume (*V*) and reference nutrient concentration (*C*) at the point of discharge into each lake segment, as follows:

$$Load_{allowable} = Q_{reference} * C_{refence}$$

Section 3.3 (Numeric Targets chapter) describes how long-term average runoff volume and nutrient concentrations are estimated for a reference watershed condition. The numeric targets in the revised TMDL are expressed as CDFs of estimated water quality response targets, chlorophyll-a and DO, expected with external loads representative of a refence watershed condition. **Table 6-1** computes the allowable nutrient load from watershed runoff. These allowable loads are totals for each of the subwatershed zones (see Figure 4.4), but are not WLAs for each lake segment, since runoff from some subwatershed zones is tributary to multiple lake segments.

Table 6-1. Allowable Nutrient Loads from Watershed Runoff

Subwatershed	Modeled Reference Runoff (AFY)[1]	Reference Nutrient Concentration		Allowable Nutrient Loads from Runoff	
		TP (mg/L)	TN (mg/L)	TP (kg/yr)	TN (kg/yr)
1	1,868	0.31	0.95	715	2,190
2	2,189	0.31	0.95	837	2,565
3	1,880	0.31	0.95	719	2,203
4	885	0.31	0.95	338	1,037
5	2,717	0.31	0.95	1,039	3,184
6	1,243	0.31	0.95	475	1,457
7	442	0.31	0.95	169	518
8	415	0.31	0.95	159	486
9	1,058	0.31	0.95	405	1,240

[1] Runoff reported in the volume that reaches Canyon Lake after accounting for capture in Mystic Lake and channel bottom recharge

6.1.2 Allocations of Allowable Nutrient Loads to Lake Segment TMDLs

Allocations for nutrient loads associated with are developed for four groups as follows: Canyon Lake Main Lake; Canyon Lake East Bay; overflows from Canyon Lake to Lake Elsinore; and Local Lake Elsinore.

Although four groups are given an allocation, there are three TMDLs; this is, because Canyon Lake Overflows to Lake Elsinore and Local Lake Elsinore comprise one Lake Elsinore TMDL (**Table 6-2**). Subwatershed zones upstream of Canyon Lake are tributary to multiple downstream waters and therefore will have allocations in more than one of these groups.

USGS flow gauges upstream and downstream of Canyon Lake facilitated estimation of runoff volume retention (see Section 4.1). On average, 65 percent of nutrient loads that reach Canyon Lake are retained and 35 percent overflow to Lake Elsinore. Therefore, allowable loads from the Canyon Lake watershed are converted into WLAs and LAs involving a 65/35 split to the Canyon Lake (either East Bay or Main Lake) or Lake Elsinore TMDLs (Table 6-2).

Allocations of nutrient loads were parsed by current estimates of the area within jurisdictional boundaries (**Figure 6-1**). Estimates of runoff and nutrient loading from these areas was done by

Table 6-2. Matrix Showing Three TMDLs and Allocation of Allowable Nutrient Loads by Subwatershed Zone

Subwatershed Zone	Canyon Lake Main Lake	Canyon Lake East Bay	Lake Elsinore	
			Canyon Lake Overflows	Local Watershed
1	--	--	--	100%
2	65%	--	35%	--
3[1]	--	65%	35%	--
4[1]	--	65%	35%	--
5	65%	--	35%	--
6	65%	--	35%	--
7	--	--	100%	--
8	--	--	100%	--
9	--	--	100%	--

[1] East Bay volume is transferred to Main Lake via a culvert under the Canyon Lake Drive causeway. The residence time of volume originating in East Bay that transfers to the Main Lake is limited prior to overflowing to Lake Elsinore and is considered negligible for the TMDL revision. Thus, no allocations are given to jurisdictions in subwatershed zones 3 and 4 (East Bay subwatershed) for Canyon Lake Main Lake.

removing all imperviousness and reducing nutrient EMCs to reference concentrations. The subwatershed zone for jurisdictional areas plays a role in reference loading because of different rainfall and levels of downstream retention in Mystic Lake or in channel bottoms. Distributions of allowable load by subwatershed were converted to allocations to each TMDL and jurisdiction based on the factors presented in Table 6-2. Based on the results of this analysis, **Table 6-3** provides allocations for each of the TMDLs for each jurisdiction in the watershed. The allocations represent the amount of load estimated to arrive at each lake segment from the reference watershed.

6.1.3 Watershed Runoff Load Reductions to Meet TMDL Allocations

The incremental load above the allocations (see Table 6-3) represents the portion that is attributable to watershed development. Thus, the difference between existing nutrient loads and allocations is the reduction needed for each watershed jurisdiction to comply with the TMDLs (**Table 6-4**).

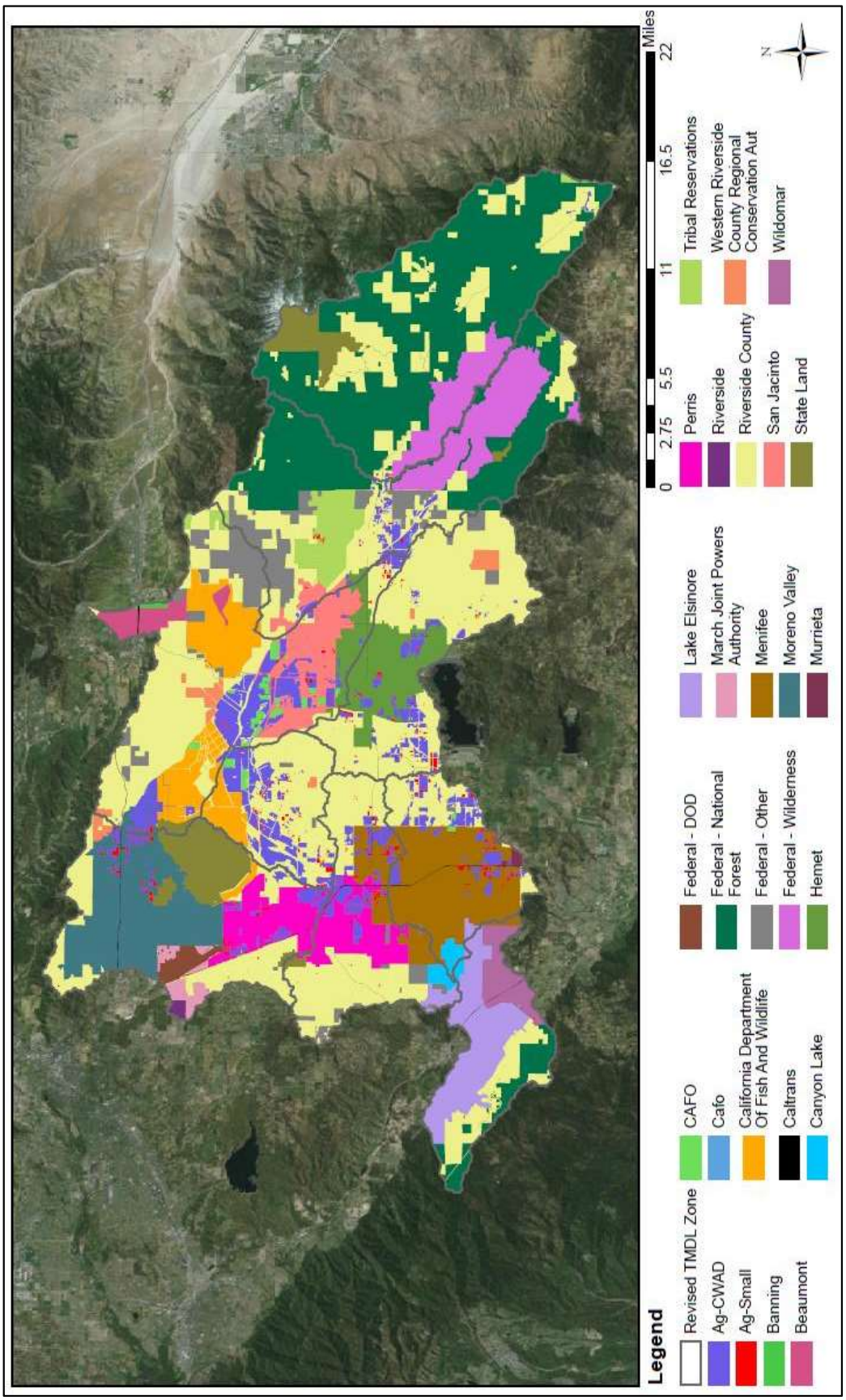


Figure 6-1. Jurisdictional Boundaries in the Lake Elsinore and Canyon Lake Watershed

Table 6-3. Allocations for Watershed Runoff in Lake Elsinore and Canyon Lake Nutrient TMDLs

Responsible Agency	Canyon Lake Main Lake		Canyon Lake East Bay		Local Lake Elsinore[1]		Canyon Lake Overflow to Lake Elsinore[1]	
	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)
Wasteload Allocations								
Banning	-	-	-	-	-	-	1	2
Beaumont	-	-	-	-	-	-	9	27
CAFO	5	14	2	6	0	0	7	22
Caltrans	11	33	4	12	6	17	12	35
Canyon Lake	12	36	14	44	7	23	14	43
Federal – Dept. of Defense	26	79	-	-	-	-	14	43
Hemet	-	-	48	147	-	-	34	104
Lake Elsinore	15	44	6	19	317	971	11	34
March Joint Powers Authority	28	87	-	-	-	-	15	47
Menifee	74	227	279	854	10	30	190	582
Moreno Valley	278	851	-	-	-	-	151	462
Murrieta	-	-	5	16	-	-	3	9
Perris	198	607	1	2	-	-	107	328
Riverside	6	18	-	-	-	-	3	9
Riverside County	559	1,712	220	674	139	427	587	1,799
San Jacinto	1	2	1	2	-	-	24	74
Wildomar	-	-	0	0	113	345	0	0
Load Allocations								
Agriculture (CWAD)	171	523	80	246	0	1	163	500
Agriculture (Small)	26	79	14	43	1	4	23	71
CA Dept. of Fish and Wildlife	44	134	-	-	-	-	54	165
Federal - National Forest	-	-	2	5	121	371	318	976
Federal – Other	32	97	7	21	-	-	51	157
Federal – Wilderness	-	-	-	-	-	-	62	190
State Land	38	115	-	-	-	-	45	139
Tribal Reservations	-	-	-	-	-	-	17	53
Western Riv. Co. Reg. Con.	8	24	4	13	-	-	9	29
Total Allowable Watershed Load (WLAs and LAs)	**1,528**	**4,684**	**687**	**2,106**	**715**	**2,190**	**1,925**	**5,900**

[1] Allocations for Local Lake Elsinore and Canyon Lake Overflow to Lake Elsinore are combined into a single Lake Elsinore TMDL. However, the allocations are reported separately here since source controls in the Canyon Lake watershed can be used to estimate credits toward reducing loads in Overflows from Canyon Lake to Lake Elsinore.

Table 6-4. Nutrient Load Reduction Required for Watershed Jurisdictions to Comply with Lake Elsinore and Canyon Lake Nutrient TMDLs

Responsible Agency	Canyon Lake Main Lake		Canyon Lake East Bay		Local Lake Elsinore		Canyon Lake Overflow to Lake Elsinore	
	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)	TP (kg/yr)	TN (kg/yr)
Point Sources with NPDES Permits								
Banning	-	-	-	-	-	-	2	12
Beaumont	-	-	-	-	-	-	6	53
CAFO	10	16	1	1	0	1	12	17
Caltrans	19	344	5	106	9	141	15	268
Canyon Lake	23	159	37	271	13	94	32	231
Federal – Dept. of Defense	35	444	-	-	-	-	19	239
Hemet	-	-	108	683	-	-	83	532
Lake Elsinore	25	159	2	28	224	1,961	15	101
March Joint Powers Authority	19	143	-	-	-	-	10	77
Menifee	94	631	489	3,186	4	29	314	2,055
Moreno Valley	654	4,794	-	-	-	-	353	2,584
Murrieta	-	-	15	109	-	-	8	59
Perris	269	2,139	0	0	-	-	145	1,152
Riverside	27	183	-	-	-	-	15	99
Riverside County	418	2,310	202	688	96	724	440	2,072
San Jacinto	0	0	0	2	-	-	31	221
Wildomar	-	-	0	0	103	837	0	0
Nonpoint Sources								
Agriculture (CWAD)	407	755	251	469	2	4	417	759
Agriculture (Small)	82	160	59	114	4	7	80	154
CA Dept. of Fish and Wildlife	2	7	-	-	-	-	2	6
Federal - National Forest	-	-	(0)	(0)	1	5	3	12
Federal – Other	(0)	1	1	1	-	-	1	2
Federal – Wilderness	-	-	-	-	-	-	0	1
State Land	9	28	-	-	-	-	5	16
Tribal Reservations	-	-	-	-	-	-	1	8
Western Riv. Co. Reg. Con.	1	2	(0)	(1)	-	-	3	6
Total Allowable Watershed Load	**2,093**	**12,275**	**1,171**	**5,657**	**457**	**3,802**	**2,010**	**10,736**

6.2 Supplemental Water

Supplemental water is added to Lake Elsinore to maintain lake levels. The DYRESM-CAEDYM model for Lake Elsinore showed that without supplemental water additions since 2002, lakebed desiccation would have likely occurred in 2014 under reference conditions (**Figure 6-2**). A WLA for supplemental water additions to Lake Elsinore based on projected effluent rates for EVMWD reclaimed water is provided in Table 6-5. Beyond this known source of supplemental water, any amount of supplemental water for the lakes with concentrations equal to or less than reference watershed runoff is provisionally allowable in Lake Elsinore and Canyon Lake. Further, the increased lake level that results from supplemental water addition may also provide water quality benefits of increased habitat for littoral zone aquatic communities and reducing bioavailable nutrient concentrations in the water column. These benefits will be translated into estimated nutrient offsets in Chapter 7, Implementation.

Figure 6-2. Actual Lake Level Compared to Reference Condition (without supplemental water and without LEMP basin)

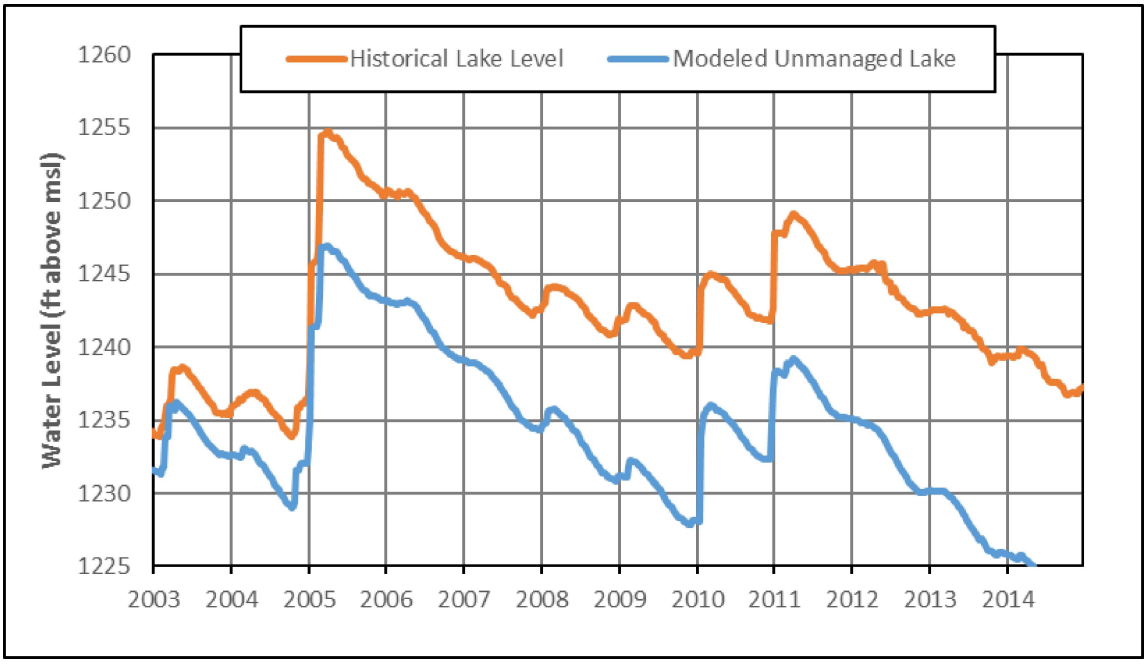


Table 6-5. WLAs for EVMWD Reclaimed Water Additions to Lake Elsinore

EVMWD Reclaimed Water Additions	Flow		Concentration		Nutrient Load	
	MGD	AFY	TP (mg/L)	TN (mg/L)	TP (kg/yr)	TN (kg/yr)
Current Permit	8.0	6,037	0.50	1.00	3,721	7,442
TMDL Revision	9.5	10,642	0.31	0.95	4,067	12,463

6.3 Internal Loads

6.3.1 Sediment Nutrient Flux

Sediment cores have been collected to estimate the flux of nutrients, as NH_4-N and PO_4-P, from lake bottom sediments in Canyon Lake and Lake Elsinore. The results of these studies are presented in Section 4.3.1.[1] Results from 2001-2014 show a significant inter-annual variability in flux rates, which is most likely caused by natural temporal variability in hydrology. Flux rates are greatest when sediment cores are collected shortly following years with significant rainfall and associated sediment retention in Canyon Lake and Lake Elsinore. The average flux rates measured from these studies provides an estimate of nutrient flux to be used as a load allocation in the TMDLs (**Table 6-6**).

Table 6-6. Load Allocations for Sediment Nutrient Flux

Lake Segment	Acres	Sediment Nutrient Flux (mg/m^2/day)		Load Allocation (kg/yr)	
		TP	TN	TP	TN
Canyon Lake (Main Lake)[1]	355.3	8	33	4,199	17,319
Canyon Lake (East Bay)	102.5	11.5	58	1,741	8,782
Lake Elsinore	3,000	10	100	30,000	300,000

[1] Includes North Ski Area, the portion of the Lake north of the causeway, but no sediment data has been collected to date to characterize flux rates from this zone.

6.3.2 Atmospheric Deposition

Load allocations were developed for direct deposition from the atmosphere to the lake surfaces. Inconsistencies in the approach used to develop estimates for Canyon Lake and Lake Elsinore exist in the 2004 TMDL (Risk Sciences 2017).[2] For example, depositional rates for TN employed for Canyon Lake and Lake Elsinore were based on differing regional literature values. The approach presented below is based on similar data used for the 2004 TMDL but ensures a consistent method for TN and TP is applied to each lake segment.

6.3.2.1 Total Phosphorus

Wet deposition of TP to each lake segment was estimated by assuming a concentration in rainwater of 30 µg/L (Walker, 1996).[3] Assuming most TP deposition occurs as wet deposition and taking average annual rainfall over the surface area of each lake segment of 11.4 inches/yr, load allocations were developed as shown in Table 6-7.

6.3.2.1 Total Nitrogen

Estimates for atmospheric deposition of TN are based on results of a wet and dry deposition sampling conducted as an element of a water quality study for Newport Bay conducted in 2002-2004 (Meixner et.

[1] Note – this information is still in development and will be included in the Final Draft of Chapter 4.
[2] Risk Sciences. 2017. Meeting Handout prepared for LE/CL Task Force, April 17, 2017.
[3] Walker 1996. *Simplified Procedures for Eutrophication Assessment and Prediction: User Manual, Instruction Report*, W-96-2, 235 pp.

al. 2004)[4]. Results showed that dry deposition accounts for most depositional load of TN, with seasonal average rates varying from 2 to 12 kg/ha/yr of TN. The value of 3.23 kg/ha/yr used for the 2004 TMDL based on preliminary findings by Meixner is therefore sufficient and will be used in the TMDL revision. **Table 6-7** shows the load allocation for TN in each lake segment.

Table 6-7. Load Allocations for Atmospheric Deposition

Lake Segment	Acres	Atmospheric Deposition Rate (kg/ac/yr)		Load Allocation (kg/yr)	
		TP	TN	TP	TN
Canyon Lake (Main Lake)[1]	355	0.04	3.23	13	1,147
Canyon Lake (East Bay)	103	0.04	3.23	4	331
Lake Elsinore	3,000	0.04	3.23	108	9,682

[1] Includes North Ski Area portion of Canyon Lake, north of causeway

6.4 Summary of Allocated Loads

6.4.1 Total for Point and Nonpoint Source Allocations

Table 6-8 presents the total allocated load, considering both point and nonpoint sources of nutrients, to each lake segment. These total loads are also shown by the major categories of nutrient sources contributing to the total load.

6.4.2 Consideration of Averaging Periods

The nutrient load from the reference watershed to each lake segment will vary significantly from year to year because of prevailing climate patterns. In southern California, annual rainfall is influenced by water temperature patterns in the Pacific Ocean, which cause most rainfall and runoff from the San Jacinto River watershed in 'El Nino' years and droughts with limited runoff to the lakes in 'La Nina' years. Thus, mass-based allocations of allowable nutrient loads cannot be imposed based on the expected nutrient load in a single hydrologic year. To address this reality, the existing 2004 TMDLs used a 10-year period to determine whether annual average nutrient loads are being reduced to allowable levels. This approach allowed for consideration of fluctuations in rainfall and runoff above and below the decadal average in any given year.

As part of the revision of the existing TMDLs the basis for an appropriate averaging period has been reevaluated. This reevaluation relies on two datasets: (a) Flow data has been recorded at two inflows to Canyon Lake since 2000 from USGS gauges on Salt Creek and the San Jacinto River, providing 17 years of annual runoff volume records; and (2) overflows from Canyon Lake to Lake Elsinore were evaluated for this same period, based on records from USGS gauge 11070500. From the inflow records to Canyon Lake, different periods of multi-year annual running average total lake inflow volume were computed from this dataset. The greatest absolute deviation, in any one multi-year average from the actual 17-

[4] Meixner, Thomas, Barry Hibbs, Jennifer Sjolin, and James Walker. Sources of Selenium, Arsenic and Nutrients in the Newport Bay Watershed. April 30, 2004.

year average is plotted in **Figure 6-3**. Results show that the 10-year averaging period used in the 2004 TMDL does not preclude deviations in excess of 30 percent in some 10-year periods. Increasing the averaging period to 14 years would limit potential deviations to less than 10 percent.

Table 6-8. Summary of WLAs and LAs for Major Categories of Nutrient Sources to Each Lake Segment

Lake Segment	Wasteload Allocation (kg/yr)		Load Allocation (kg/yr)	
	TP	TN	TP	TN
Canyon Lake (Main Lake)				
Watershed Runoff	1,211	3,711	317	973
Supplemental Water	As needed		n/a	
Atmospheric Deposition	n/a		13	1147
Sediment Nutrient Flux	n/a		4,199	17,319
Canyon Lake (East Bay)				
Watershed Runoff	580	1,778	107	328
Supplemental Water	As needed		n/a	
Atmospheric Deposition	n/a		4	331
Sediment Nutrient Flux	n/a		1,741	8,782
Lake Elsinore				
Watershed Runoff (Canyon Lake overflows)	1,181	3,620	744	2,280
Watershed Runoff (local)	592	1,814	123	376
Supplemental Water	4,067	12,463	n/a	
Atmospheric Deposition	n/a		108	9,682
Sediment Nutrient Flux	n/a		30,000	300,000

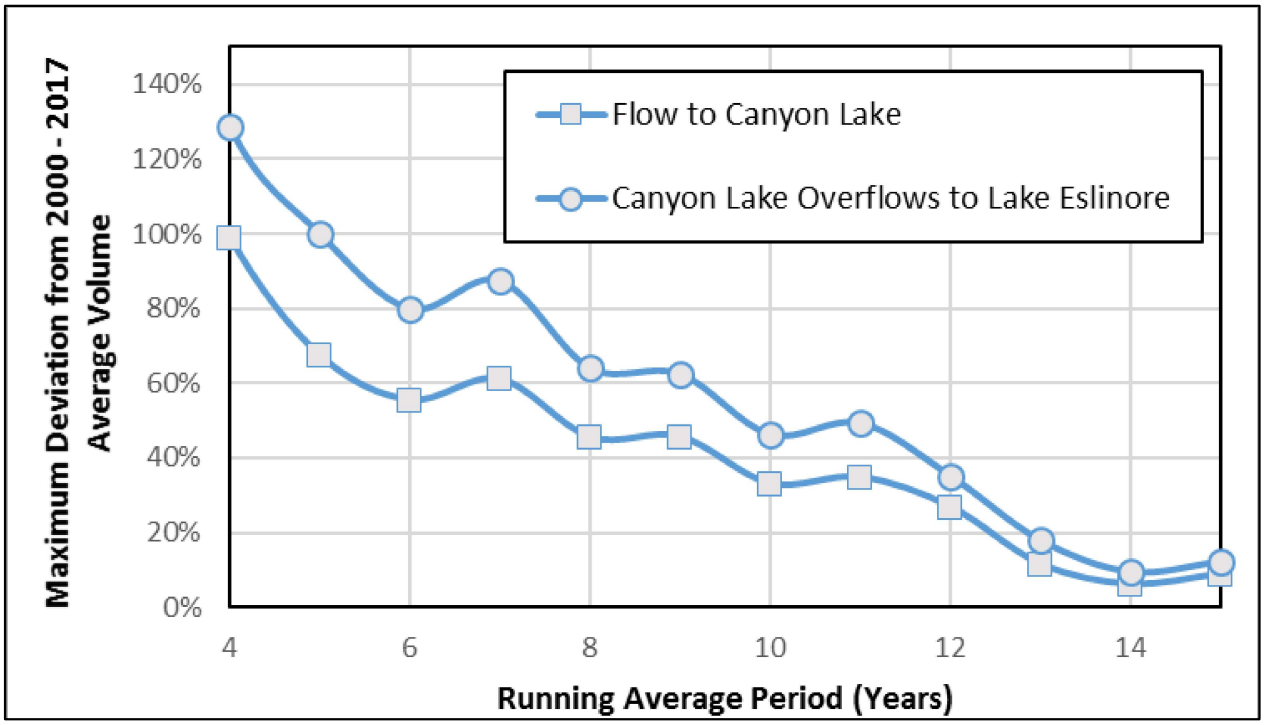


Figure 6-3. Maximum Deviation from Long-Term (2000-2017) Average Annual Runoff Volume for Different Averaging Periods

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Patrick Safari, Capital Improvement Projects Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Consideration of Resolution 2025-13, Awarding a Professional Services Agreement for the Design of Hargrave Grade Separation to Kimley-Horn and Associates, Inc. in the amount of $7,929,775.06 and Approving a 5% Contingency for a Total Project Budget of "Not-to-Exceed" $8,326,263.81**

RECOMMENDATION:

Adopt Resolution 2025-13.

BACKGROUND:

The Hargrave Grade Separation has been a priority project for the City of Banning for years. Hargrave Street is an existing north-south arterial road that crosses under the elevated I-10 and the Union Pacific Railroad (UPRR) tracks at-grade south of the I-10. Due to the increase of UPRR trains and truck traffic through the Banning Pass area, waiting times at the train tracks crossing have increased significantly in recent years. On average, 34 trains pass through the crossing every 24 hours and the wait time at the crossing can vary between 4 to 8 minutes and often over 10 minutes. With each passing train, traffic stops for several minutes causing massive delays and idling vehicles and trucks on local roads.

On June 8, 2024, the City of Banning entered into a grant agreement with the Federal Railroad Administration (FRA) to provide funds in the amount of $2,800,000 under the Railroad Crossing Elimination (RCE) grant program for the planning and design of the Hargrave Grade Separation project.

On October 8, 2024, the City Council approved Resolution 2024-161 approving a Funding Agreement with the Riverside County Transportation Commission (RCTC) through the SB 125 Transit and Intercity Rail Capital Program (TIRCP) in the amount of $5,000,000 for the planning and design of the Hargrave Grade Separation project.

On September 27, 2024, staff released a Request for Proposals (RFP) for the Hargrave Grade Separation Professional Design Services on the City's public bidding platform. The proposals were due on November 12, 2024. In response to the RFP, three (3) proposals were received and scored from the following consultants:

Consultant	Score (Out of 100)
1) Kimley-Horn and Associates, Inc.	93.67
2) Mark Thomas & Company	91.33
3) CNS Engineers, Inc.	82.50

The project design services scope will consist of project administration and management, preliminary

engineering, environmental documentation, permitting, Plans, Specifications and Estimates. Staff estimates that planning and design will take 3 to 4 years to complete, and it will include approvals from various agencies including California Department of Transportation (Caltrans), Union Pacific Railroad (UPRR), California Public Utilities Commission (CPUC), Federal Railroad Administration (FRA), Federal Highway Administration (FHWA) and various private utility companies.

JUSTIFICATION:

The local community will benefit from the elimination of the Hargrave Street at-grade railroad crossing. The benefits will include reduction in traffic congestion on local roads that extend onto I-10; reduction in noise pollution caused by passing trains; and reduction in greenhouse gas emissions caused by long idling times of motor vehicles at the railroad crossing. The project will also provide equitable and sustainable infrastructure that will enhance safety and connect the area to economic opportunities in the region.

Staff evaluated the proposals based on qualifications, cost, experience with the requested scope of services and response to the request for proposals. City staff also conducted interviews with all three consultants. As a result, staff recommend the award of a Professional Services Agreement to Kimley-Horn and Associates, Inc., in the amount of $7,929,775.06.

FISCAL IMPACT:

Staff recommends awarding a Professional Services Agreement to Kimley-Horn and Associates Inc. in the amount of $7,929,775.06 and approving a 5% contingency in the amount of $396,488.75 for a total "not-to-exceed" project budget of $ 8,326,263.81.

The project costs are eligible and will be reimbursed through the TIRCP Grant administered by RCTC and RCE Grant administered by FRA. Development Impact Fees (DIF) will be used a local match.

PHASE	RCTC (TIRCP GRANT)	FEDERAL (RCE GRANT)	LOCAL (DIF)	TOTAL
Engineering (PA&ED & PSE)	$5,000,000	$2,800,000	$550,000	$8,350,000

The Professional Services Account will be funded from FY25 to FY28 through Gas Tax Street Fund Expenditure Account No.100-4900-431.90-10 and Account No. 420-4900-431.90-10. Expense will be reimbursed, except for the City local match, by RCTC and FRA.

An appropriation in the amount of $550,000 from Fund 420 (Traffic Facility Improvement Fund) to Account No. 420-4900-431.90-10. Fund 420 has an approximate fund balance of $4,110,472.26.

ALTERNATIVES:

Do not approve Resolution 2025-13 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-13, Hargrave Grade Sep - Kimley_Horn.docx
2. C01108 - Kimley Horn - DesignPSA for Hargrave Grade Seperation-1.pdf
3. Resolution No. 2024-161.pdf
4. FRA Funding Agreement.pdf

5. Kimley-Horn Proposal.pdf

RESOLUTION 2025-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF HARGRAVE GRADE SEPARATION TO KIMLEY-HORN AND ASSOCIATES, INC. IN THE AMOUNT OF $7,929,775.06 AND APPROVING A 5% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF "NOT-TO-EXCEED" $8,326,263.81

WHEREAS, the Hargrave Grade Separation has been a priority project for the City of Banning for years. Hargrave Street is an existing north-south arterial road that crosses under the elevated I-10 and the Union Pacific Railroad (UPRR) tracks at-grade south of the I-10; and

WHEREAS, due to the increase of UPRR trains and truck traffic through the Banning Pass area, waiting times at the train tracks crossing have increased significantly in recent years. On average, 34 trains pass through the crossing every 24 hours and the wait time at the crossing can vary between 4 to 8 minutes and often over 10 minutes; and

WHEREAS, on June 8, 2024, the City of Banning entered into a grant agreement with the Federal Railroad Administration (FRA) to provide funds in the amount of $2,800,000 under the Railroad Crossing Elimination (RCE) grant program for the planning and design of the Hargrave Grade Separation project; and

WHEREAS, on October 8, 2024, the City Council approved Resolution 2024-161 approving a Funding Agreement with the Riverside County Transportation Commission (RCTC) through the SB-125 Transit and Intercity Rail Capital Program (TIRCP) in the amount of $5,000,000 for the planning and design of the Hargrave Grade Separation project; and

WHEREAS, on September 27, 2024, staff released a Request for Proposals (RFP) for the Hargrave Grade Separation Professional Design Services on the City's public bidding platform and received three (3) proposals ranging in score from 93.67 to 82.50; and

WHEREAS, the project design services scope will consist of project administration and management, preliminary engineering, environmental documentation, permitting, Plans, Specifications and Estimates; and

WHEREAS, the local community will benefit from the elimination of the Hargrave Street at-grade railroad crossing. The benefits will include reduction in traffic congestion on local roads that extend onto I-10; reduction in noise pollution caused by passing trains; and reduction in greenhouse gas emissions caused by long idling times of motor vehicles at the railroad crossing; and

WHEREAS, staff recommends awarding a Professional Services Agreement to Kimley-Horn and Associates Inc. in the amount of $7,929,775.06 and approving a 5% contingency in the amount of $396,488.75 for a total "not-to-exceed" project budget of $ 8,326,263.81; and

WHEREAS, the project costs are eligible and will be reimbursed through the TIRCP Grant administered by RCTC and RCE Grant administered by FRA. Development Impact Fees (DIF) will be used as a local match; and

WHEREAS, the project will be funded from FY25 to FY28 through Gas Tax Street Fund Expenditure Account No.100-4900-431.90-10 and Account No. 420-4900-431.90-10 while the City is waiting to get reimbursed by RCTC and FRA; and

WHEREAS, an appropriation in the amount of $550,000 from Fund 420 (Traffic Facility Improvement Fund) to Account No. 420-4900-431.90-10 is necessary to fund the City's required match.

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

SECTION 1. The City of Banning approves the Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Banning.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Design of Hargrave Grade Separation.

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes and to execute the Professional Services Agreement with Kimley-Horn and Associates, Inc.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 28th day of January, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-13, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of January, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Professional Services Agreement with Kimley-Horn and Associates, Inc.

DESIGN SERVICES AGREEMENT (C01108) FOR THE ENGINEERING DESIGN HARGRAVE GRADE SEPARATION PROJECT

By and Between

THE CITY OF BANNING

and

KIMLEY-HORN AND ASSOCIATES, INC.

AGREEMENT FOR ENGINEERING DESIGN PROFESSIONAL SERVICES (C01108) FOR ENGINEERING DESIGN SERVICES FOR THE HARGRAVE GRADE SEPARATION PROJECT BY AND BETWEEN CITY OF BANNING AND KIMLEY-HORN AND ASSOCIATES, INC.

THIS AGREEMENT FOR ENGINEERING DESIGN PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, by and between the **CITY OF BANNING,** a municipal corporation ("City") and Kimley-Horn and Associates, Inc., a North Carolina Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.".

RECITALS

A. City has sought by a Request for a Proposal (RFP 24-085) for the performance of the services for Engineering Design Services for the Hargrave Grade Separation Project and as further defined and described particularly in Article 1 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate the Engineering Design Services prepared in connection therewith. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality,

fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties**.**

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

1.8 Additional Services.

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

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desk, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Seven Million Nine Hundred Twenty-Nine Thousand Seven Hundred Seventy-Five Dollars and Six Cents ($7,929,775.06) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City

of any invoice provided by the Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through June 30, 2028, unless sooner terminated as provided in Article 7 of this Agreement, except as otherwise provided in the Schedule of Performance (Exhibit "D"). Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Name	Title
Darren Adrian, PE	Project Manager/Senior Vice President

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

$1,000,000 per occurrence for bodily injury and property damage

$1,000,000 per occurrence for personal and advertising injury

$2,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of $1,000,000 per claim/occurrence and $1,000,000 policy aggregate.

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

If this Agreement continues for more than three (3) years duration, or in the event the City Manager or his/her designee determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager, or his/her designee.

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.

Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its Council members, officers, officials, employees and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

5.2 General Requirements.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is

due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least three years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a three-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of three years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for

City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the subcontractor.

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, sub-consultants and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the

compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of,

any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Corporate Authority.

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

9.7 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING		CONSULTANT	
Douglas Schulze, City Manager	Date	NAME: TITLE:	Date
		NAME: TITLE:	Date
ATTEST:			
		Tax ID No.	
Caroline Patton Deputy City Clerk	Date	Address:	
APPROVED AS TO FORM:			
		City Council Approval: _____	
City Attorney	Date		

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Professional Engineering Design Services for the Hargrave Grade Separation Project prepared in connection therewith:

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

SCOPE OF SERVICES

The following is provided as a guideline as to what the City of Banning expects in the scope of work for the project; however, this is just a guideline. Consultant shall provide services necessary to provide a complete (construction ready) project. Modifications to the scope below may be necessary and the information below does not constitute all the necessary work for the consultant to complete the project.

Roadway Design

- All pavement, sidewalk, and roadway redesign from Ramsey Street to Lincoln Street including I-10 E/W on and off ramps.
- Pedestrian Guardrails, impact attenuators and other safety barriers.

Bridge/Railroad Track Design

- Development of concept level Preliminary Bridge Plans.
- Design of all temporary track work, including any associated shoo-fly track alignment to serve as a temporary shoo-fly bypass to allow staged construction.
- Develop an acceptable staging scheme, including preliminary design of vertical shoring/sheet piling as necessary to stabilize a temporary shoo-fly alignment and adjacent embankments.
- Professional engineering design services to develop preliminary and final Design plans for the new UPRR track.

Geotechnical/Retaining Walls

- Geotechnical recommendations for all retaining walls.
- Geotechnical recommendations for temporary shoring for shoo-fly track.

Traffic

- Traffic Control plans including alternate pedestrian route plans.
- New permanent signing for all geometric changes.
- Traffic control signal system for the I-10 E/W on and off ramps.
- Street lighting for the new roadway.
- Pavement Marking (Striping).

Hydrology & Hydraulics

- Evaluation of existing drainage and development of preliminary and final Hydrology and Hydraulic reports.
- Erosion control and Stormwater Pollution Prevention Plan (SWPPP) design

The following Scope of Services tasks must be listed and addressed on the proposal submitted to the City:

1. PROJECT ADMINISTRATION

This task includes the day-to-day management of the Project. The Consultant Project Manager shall maintain ongoing liaison with the City Project Manager, agency contacts, railroad, regulatory agencies and utility companies to promote effective coordination during the course of project development. The following management and administrative duties shall be performed:

- Supervise project staff, subconsultants, coordinate, and monitor work for conformance with set standards and policies.
- Conduct internal meetings with project staff and subconsultants.
- Prepare, circulate, and file correspondence and memoranda, as appropriate.
- Maintain Project files using specified Project Filing System.

Applying for and obtaining permits necessary for design is included under Task 8.

1.1. GENERAL MEETINGS AND COORDINATION

Effort for day-to-day management of the project entails ongoing communication with the City Project Manager via email, phone, and focus meetings. We estimate up to 40 virtual meetings and 10 in-person meetings with the City.

1.2. PROJECT MANAGEMENT PLAN

A comprehensive Project Management Plan (PMP) will be prepared to communicate this scope of services and technical requirements to project participants. The PMP shall identify the procedures and technical requirements that are to be followed in developing project deliverables. The PMP shall also describe the responsibilities of each participant in the project. The following items shall be in the PMP:

- Scope of Services
- Log of Deliverables

  Consultant shall prepare a list of deliverables indicating the applicable Scope of Services section, dates submitted/approved, and file locations conforming to the Project's electronic filing system.
- Baseline Project Schedule

  A Critical Path Method (CPM) schedule shall be prepared by the Consultant and shall be updated on a monthly basis. The initial CPM schedule shall be provided within two (2) weeks from Notice to Proceed (NTP). This schedule shall be included in the PMP and will serve as the baseline schedule for the Project. The schedule shall include a list of tasks and sub-tasks, milestones, major activities and deliverables. Agency review times of each submittal shall be included in the schedule. Four (4) weeks shall be assumed for Caltrans, Kinder Morgan and agency review of each submittal package. Issuance of needed permits shall also be included.
- Project Electronic Filing System

  Project files shall be indexed in accordance with Caltrans' Project Development Uniform File System.
- CADD Procedures

  Plans shall be prepared in AutoCAD 2022 format or newer. All plans within Caltrans right-of- way will be prepared in conformance with the latest Caltrans CADD User's Manual and the Caltrans Drafting Manual. For items outside of Caltrans right-of-way, plans shall be prepared according to City Standards.
- Invoicing Instructions

  Consultant monthly invoices shall be reported by task and shall be

accompanied by a progress report. The City shall supply invoicing requirements for inclusion in the PMP.

- Design Standards

  Consultant shall prepare a list of applicable design standards. Plans and specifications shall be prepared in accordance with current AASHTO and Caltrans' regulations, policies, procedures, manuals, and standards. Compliance with American Railway Engineering and Maintenance of Way Association (AREMA), Union Pacific Railroad (UPRR) Guidelines for Railroad Grade Separation Projects and/or County or City Standards shall also be required, as appropriate. Plans, specifications, and estimates for the bridge shall be prepared in accordance with current Caltrans standards.

  Roadway, water, sewer, oil products pipeline, lighting, signal, landscape, traffic striping and signage, traffic control, erosion control and drainage plans shall be prepared on City/utility standard plan and profile sheets. Design of improvements within Caltrans right-of-way may need to be prepared per Caltrans respective standard drawings and plans.

- Health and Safety Plan
- General Prevailing Wage Determinations
- Risk Assessment Register

The PMP shall be distributed to each project participant at the beginning of the project.

Deliverables

- *Project Management Plan*
- *Baseline Project Schedule*

1.3.QUALITY CONTROL PLAN

As part of the Quality Control Plan, the Consultant shall prepare and maintain a Quality Management System (QMS) Manual throughout performance of services. The intent is to monitor quality to ensure that reports, plans, studies, estimates, and other deliverables submitted are complete, accurate, checked, conform to UPRR, Caltrans and City standards, and meet professional engineering practice standards in effect at the time of execution. The QMS Manual shall be submitted to the City within thirty (30) calendar days of NTP. Consultant shall hold a training session with all project participants responsible for the development and/or checking of deliverables to ensure the appropriate procedures are followed.

Deliverables:

- *Quality Management System Manual*

- We anticipate using Microsoft Project for the CPM Schedule.
- We generally anticipate using UPRR standards for the new underpass structure and Caltrans standards for the walls within Caltrans right-of-way.

1.4.PROJECT CONTROLS (BUDGETING, COST ACCOUNTING, AND PROGRESS REPORTING)

This task will establish the baseline project controls for which the project performance will be measured against on a monthly basis.

Consultant shall prepare budgets for each task and milestone for the Project. Such budgets will be entered into the Consultant's Management Information System along with actual costs incurred and used as a basis for cost monitoring and control.

Consultant shall prepare monthly reports of expenditures for the Project by task and milestone. Expenditures include direct labor costs, other direct costs, and subconsultant costs. These reports will be included as supporting data for invoices presented to the City every month and shall be in accordance with the City's invoicing requirements.

Progress reports shall also be prepared in accordance with City guidelines and shall accompany monthly invoices. The project schedule shall be updated on a monthly basis as well and shall show actual progress to date versus the baseline project schedule.

Deliverables:

- *Baseline Project Controls*
- *Monthly Invoices*
- *Monthly Progress Reports*
- *Monthly Project Schedule Updates*

1.5. PROJECT DEVELOPMENT TEAM MEETINGS

Project Development Team (PDT) meetings shall be conducted throughout the environmental, right-of-way, and PS&E phases of the Project. The City shall identify the members of the PDT, which shall include the City Project Manager, the Consultant team, and other representatives from affected agencies. PDT meetings will be held at least once a month and may be held on a bi-weekly basis as necessary. The Consultant shall provide the meeting agenda and will prepare exhibits (as needed) for discussion. The Consultant shall prepare meeting minutes and shall distribute the minutes to all attendees within seven (7) days after the meeting. Minutes shall include, at a minimum:

- A list of attendees with phone numbers and email.
- A synopsis of discussion items.
- Any pertinent information, action items, and all follow-ups to the action items.

Assumptions:

- *Up to thirty-six (36) PDT meetings*

Deliverables:

- *PDT Meeting Agendas*
- *PDT Meeting Minutes*

For attendees, we anticipate the project manager, key discipline leads that have active reporting items, and additional subject matter experts and support determined to be necessary for reporting to the PDT.

2. DATA COLLECTION

The Project will involve the review and assimilation of a large amount of existing data and the generation of new data. The Consultant shall perform research of agency records, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout improvements above and underground within City Right-of-Way (ROW), private properties affected by the Project, UPRR, County of Riverside, RCFC&WCD, Kinder Morgan, SoCal Gas, Edison, and within Caltrans ROW. Consultant shall layout easements, centerline, ROW, addresses and private property lines.

Consultant shall perform research of records including utilities, and other agency records as necessary to secure information required to identify, locate, and accurately layout existing utilities, improvements, easements, and rights-of-way within project limits that may interfere with the proposed improvements. The information to be researched includes the following:

- Review existing utility and street record drawing plans.
- Review existing, I-10 overpass bridge as-built plans and inspection reports.
- Perform utility investigation/utility coordination and provide utility relocation recommendations.
- Perform an existing utility easement investigation (Prior Rights for proposed relocation).
- Coordinate with the Right-of-Way Acquisition Consultant to perform field investigation and measurement to assess existing site conditions.
- Provide a copy of utility notification letters prior to first progress payment request.

Previous studies, relevant reports, and existing data will be evaluated to capture elements and information that can be useful in developing the project. Consultant shall make the best use of existing data to minimize waste and duplication of work efforts. Three (3) field visits are anticipated to accomplish the data collection tasks.

2.1. AERIAL MAPPING

The project alignment will be flown to produce topographic mapping with a 1-foot contour interval and current high resolution aerial photographs. The anticipated topographic Project limits are along Hargrave Street between Ramsey Street and Lincoln Street including the I-10 freeway bridge and ramps. Plan shall also include along the UPRR R/W for a distance necessary for the design of temporary shoo-fly tracks during the construction phase, and shall be consistent with UPRR survey requirements and standards.

The site will be flown twice, once to develop a base to be used in preliminary design and a second time, following approval by Caltrans of Consultant's ABC Mapping plan. Caltrans review and approval may take anywhere from 4 to 6 months, therefore the need for the initial base mapping in areas where information will be necessary for critical design.

Pre-ABC Mapping aerial topo will be collected per City Standards. The data will be collected and provided to the design team, while awaiting approval on the Caltrans ABC Mapping

submittals. Once Caltrans approves proposed ABC Mapping, Consultant will fly the larger proposed Caltrans ABC Mapping area to prepare an aerial that will adhere to Caltrans design standards. Consultant shall coordinate with the City and Caltrans staff to perform ABC Mapping based on Caltrans submittal requirements.

Deliverables:

- *Digital Terrain Model (.dtm) in CADD format*
- *Digital orthophoto in digital (.tif) format*

Surveys shall be performed by Consultant in accordance with the current Caltrans "Survey Manual" and its revisions, as well as UPRR requirements. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards. The Consultant shall be responsible for verifying the data with the City. Consultant shall obtain applicable encroachment permits prior to beginning any field investigation. Consultant and Subconsultants shall obtain necessary training including applicable rail safety program prior to performing field investigations. All said training shall be at the sole cost of the Consultant and at no additional cost to the City.

Consultant shall perform design surveys including mapping and mapping updates, necessary to complete a constructible PS&E. This includes horizontal and vertical control, drainage surveys, topographical surveys, cross sections, grid grades, open-ended traverses, profile data sheets and required documentation. Surveys performed by Consultant shall conform to the requirements of the Land Surveyors Act and per Authority's direction. In accordance with the Act, "responsible charge" for the work shall reside with a Registered Civil Engineer registered prior to January 1, 1982, or a Licensed Land Surveyor, in the State of California.

The surveyor shall complete a topographic survey map of the site to prepare a base map for the street improvement demolition and construction plans, bridge plans, utilities existing and new and relocation plans (if any), landscape and irrigation plans, aesthetics plans, and right-of-way engineering. The field survey will also be required to provide existing property corners (for determination of right-of-way take), spot elevations, identify any unknown features, identify all known existing utilities in the street and on private property, cross sections, and add a greater level of detail for the Riverside County Flood Control and Water Conservation District (RCFC&WCD) storm drain connection. Develop a base map of the proposed alignment, including public right-of-way and proposed right-of-way take with new legal descriptions. Plats, Record of Survey, property lot lines, street centerlines, benchmarks, monuments, and control points shall be confirmed and shown on the plans. Conduct site visits to identify existing improvements and conditions that may affect the design and construction of the proposed project and existing site conditions. Provide one (I)-foot contours based on City of Banning vertical datum. Establish street centerlines, right-of-way lines existing and proposed, and all easements from available record information. Provide the basis-of-bearing and benchmark information used for the survey and necessary for construction. Consultant shall locate and tie

any features that would affect the design or construction.

Conduct a thorough independent field investigation of the project site to identify pre-existing site conditions and physical constraints of the project area. Consultant shall obtain Record of Surveys, benchmark and centerline tie information.

Site Control

Consultant shall establish a site-wide network of horizontal/vertical control to serve as the basis for any subsequent boundary, topographic, or construction staking surveys that may be required throughout the course of the project. Unless otherwise specified by the City, all horizontal control established for this project will be based on the North American Datum of 1983 (NAD83), Zone 6 State Plane Coordinates. Unless otherwise specified by the City, elevations will be based on the North American Vertical Datum of 1988 (NAVD 88).

If different coordinate systems are required by different agencies, Consultant shall provide detail on those systems and how the disparate work will tie together.

Tie Out Monument

Consultant will tie-out monuments for right-of-way and parcel line delineation.

Design level surveys provided within the proposed project limits shall include the following:

- Full cross sections within the street improvements
- Top of rail elevations
- Off-site survey to assist in restoration of impacted improvements.
- All surface utilities including overhead lines as necessary to verify clearances.
- Maintenance hole rim and inverts for all sewer and storm drain facilities.

Pothole and geotechnical boring locations shall be surveyed to the maximum extent feasible.

Assumptions:

- *Five (5) days of UPRR Flagmen services are included in this scope.*
- *Five (5) days of traffic control are included in this scope.*
- *Engineer Stamped Traffic Control Plans are not included. Any field survey requiring traffic control is assumed to be performed in accordance with the WATCH Manual. If required, Consultant can prepare Traffic Control Plans signed by a licensed Civil or Traffic Engineer for field survey work for an additional fee.*
- *Consultant shall be responsible, with City's assistance (as needed), for obtaining permits to survey within UPRR, Caltrans right-of-way.*
- *Aerial mapping shall be used as a base map and spliced with ground survey data.*

Deliverables:

- *Survey base map in CADD format*
- *Survey points in CADD format*

- *Aerial mapping limits along UPRR right-of-way are from 200 feet west of San Gorgonio Avenue*
- *to 5,000 feet east of Hargrave Street.*
- *Aerial mapping limits along Hargrave Street will be extended to the south to 200 feet south of*
- *Charles Street to cover the anticipated storm drain extension.*
- *We anticipate only one flight for the aerial mapping as we intend to obtain initial concurrence of flight path from Caltrans without delay. That way, adjustments based on approval of the ABC process can be made to the original flight data, if needed. We have included a second flight as optional if needed.*
- *Supplemental ground surveys encompass the following work with a two-man field crew:*
    - *Up to four field days for control.*
    - *Up to three field days for necessary boundary surveys.*
    - *Up to five field days of tie-in and supplemental surveys along Hargrave Street and the fronting properties. This also encompasses utility features and necessary manhole dips.*
    - *Up to two field days to obtain necessary filed shots and dips along the Hargrave Street between Charles Street and Lincoln Street for the storm drain extension.*
    - *Up to five field days for cross sections, topographic features, and utility features within UPRR right-of-way.*
    - *Up to two field days of field surveys to obtain tie-in and topographic features along the freeway interchange ramps up to the gore area.*
    - *Up to three field days to obtain pothole shots.*
- *Second Aerial Survey (Optional)*
    - *Provide second aerial survey flight of project per ABC process should approval not be acquired with the first survey.*

2.2. POTHOLING

The Consultant will perform utility investigation services (per ASCE 38-02, Level "B") using industry acceptable methods (i.e., electronic pipe and cable locating equipment, Ground Penetrating Radar (GPR), Pipeline Current Mapper (PCM), etc.) to determine the approximate horizontal position and count of existing utilities within the project limits. The Consultant's field crews will use a combination of water-based paint and pin flags (in the appropriate APWA color) to mark the results of the investigation on the ground surface. Consultant will compare any available utility record information with the results of field investigation services to ensure utilities have been accounted for. Utilities not identifiable by Consultant's field crews due to lack of utility record information or above ground appurtenances will be marked with pink paint on the ground surface and annotated as "Unknown" on project deliverables.

Gravity lines such as sewer, storm sewer, etc., typically cannot be located using the above methods due to lack of tracer wire or depth of the utility being beyond the limitations for GPR. In the event these utilities cannot be located, and precise location and depth is needed, vacuum excavation (potholing) will be provided from Potholing Task. If CCTV pipeline inspection is required, City of Banning staff will provide the videos.

The Consultant will perform utility potholes (per ASCE 38-02, Level "A") using air vacuum excavation at predetermined locations to document the precise horizontal and vertical position of existing utilities within the investigation area. Data collected as a result of potholing activities will be presented in a Portable Document Format (PDF) report that will include pothole number, utility type, size, material, depth and pictures of the exposed utility, and picture of the wooden lath with pothole information clearly visible. Pothole locations (in the field) will be marked with wooden lath and ribbon marked with the pothole number, utility size and depth or MAG nail with pertinent utility data annotated on the ground surface. Once the utility data has been collected the pothole will be restored to its previous condition using native backfill and in-kind surface restoration materials.

Once utilities have been marked, the Consultant will perform a topographic survey of the area of interest to document the utilities The Consultant will provide an AutoCAD 2022 (or later version) drawing with utility mapping. The Consultant will also provide a PDF or TIF file of the AutoCAD drawing printable to scale on standard title block.

Consultant shall coordinate the use of field survey crews to locate potholed utilities by coordinates and elevations based on the project's survey controls.

Assumptions

- *Up to 70 potholes are included in this scope.*
- *Right-of-entry to private properties shall be obtained by the City prior to commencing Utility locations activities.*
- *Engineer Stamped Traffic Control Plans are not included. Any potholing requiring traffic control is assumed to be performed in accordance with the WATCH Manual. If required, Consultant can prepare Traffic Control Plans signed by a licensed Civil or Traffic Engineer for potholing work for an additional fee.*
- *Complex traffic control and traffic calming devices beyond the use of arrow boards, traffic cones and advanced warning signage are not anticipated and are not included. Complex traffic control items include, but are not limited to:*
    - *Message Boards*
    - *Police Officers*
    - *Attenuators*
    - *Traffic Barrels*
    - *Concrete Barricades*
    - *Flaggers (UPRR Flagmen included under railroad permitting costs)*
- *Additional utility potholes and/or crew hours without written approval from the City will not be reimbursed.*
- *Special backfill and/or asphalt restoration requirements (e.g., hot patch asphalt, half-sack slurry, aggregate base backfill...etc.) are not*

included

Deliverables:

- *Matrix of Pothole Information*
- *Pothole Data Plan (to be included in milestone PS&E submittals)*
- *Potholes will be backfilled with material excavated and we assume there are no hazardous materials.*
- *Surface restoration will match existing with no special backfill. Do not anticipate impacting decorative features. Asphalt areas will be treated with cold patch asphalt concrete (AC). AC grinding and hot-patch AC is not included*

2.3. RIGHT-OF-WAY BASE MAPPING

The Consultant shall perform research of private development plans adjacent to or affecting the Project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout above and underground improvements and easements, centerline, ROW, and private property lines. Consultant shall research and review previous work performed to date in the Project vicinity that impacts the design of the improvements, including:

- Existing improvement plans/engineering reports of record
- Right-of-way mapping, ownership records (Title Reports)
- Preliminary engineering and reports for this Project
- Environmental clearance and mitigation measures
- City/other agency engineering design standards, codes, and plan processing procedures
- Existing topographic mapping, photos, reports, maintenance reports, "as-built" plans, record maps and surveys, study reports, assessor maps, contract documents, utility index maps, local street improvement/development plans and other pertinent data will be obtained and reviewed.

Cadastral research will be conducted at the County Surveyor's Office and the City to obtain copies of any available record maps, including Assessors Maps, Tract Maps, Parcel Maps, Records of Survey, Centerline Ties and Benchmark Data.

Key centerline monuments will be located along the street segments and calculate the centerline and record right-of-way alignments of the same. The centerline will be established from a combination of found monuments, centerline ties, and record data obtained during the data collection phase. Street and railroad rights-of-way and adjoining parcel lines will be established from record cadastral research and assessor data where applicable.

The Consultant shall prepare right-of-way base maps in accordance with Caltrans requirements. Base maps shall show existing features consisting of lots along Hargrave Street with all right-of-way and easement areas, assessor's parcel numbers, addresses, types of businesses, property lines, footprints of buildings, setback distances from right-of-way to buildings, vegetation, and improvements in the take areas and existing driveways. Utility easements and other encumbrances shall be identified and plotted on the Right-of-Way Base

Map.

Mapping of the existing residential tract shall extend to 4 lots westerly of Hargrave Street.

Assumptions:

- *Right-of-way base mapping shall be based on record data.*
- *Title Reports costs shall be included in this scope.*

Deliverables

- *Right-of-Way Base Map in CADD format*
- *Mapping will extend four lots westerly of Hargrave Street between Lincoln Street and John Street to cover the residential tract. The remaining areas will map only the lots directly adjacent to Hargrave Street.*
- *It is assumed that up to 14 title reports and an allowance of $13,300.*

2.4.UTILITY NOTIFICATION

Consultant will initiate the utility company notification process early in the design process and identify potential conflicts. Consultant will maintain a utility agency tracking matrix to indicate the status of communication and add a contact list for substructure and utility owner-operators for the specifications. Consultant will assist the city with utility notification letters consisting of the following:

- Utility Information requests including City owned utilities such as water, sewer, storm drain, and electric.
- Prepare to Relocate Notice/Final Utility Notice Form.
- Notice to relocate.

Assumptions:

- *Letters to be printed on City letterhead and signed by City official for distribution.*
- *All related fees from utility companies are included in this scope.*

Deliverables:

- *Utility Contact Matrix.*
- *PDF copies of correspondence and data provided in responses to letters.*
- *It is anticipated coordination with the following utility agencies: Southern California Edison, Southern California Gas Company, AT&T, City of Banning Electric, City of Banning Municipal Water and Wastewater, Kinder Morgan Energy Partners, Verizon, Spectrum, and Frontier.*

- *Anticipate preparing the utility letters in Microsoft Word format, which will be sent to the City for printing and signature by a City official. We will distribute signed utility notices to utility companies in PDF format by email.*
- *Provide an allowance of $2,000 for related fees requested from utility companies. This will be tracked in accordance with invoicing procedures.*

2.5.UTILITY BASE MAPPING

In addition to information provided by the owning utility companies and through research of other record maps, field surveys shall be used to locate utility surface features such as manholes, valves, fire hydrants, poles, risers, etc., which shall be reflected on the plans. Consultant shall prepare preliminary plans, which shall include existing utilities (above ground and below ground) identified by location, size, type, and owner, as appropriate.

Assumptions:

- *Content is based on readily available record drawings and field surveys.*

Deliverables:

- *Utility Base Map in CADD format.*
- *Field surveys for utilities is described above under the Aerial Mapping task.*

2.6.GEOTECHNICAL RECORDS RESEARCH & FINDINGS

Consultant will collect and review existing pertinent subsurface and groundwater data from nearby structures or published geologic maps to determine general subsurface conditions at the Project site.

Assumptions:

- *Borings are not needed at this stage. Borings shall be performed once the Project has been fully defined for the PS&E phase.*

Deliverables: None.

2.7.TRAFFIC ANALYSES

Preliminary Traffic Analysis

Consultant shall prepare preliminary traffic analysis using existing data to confirm the City of Banning Circulation Element requirements along Hargrave Street, and preliminary intersection analyses to confirm Level of Service (LOS) of proposed connector road concepts.

Assumptions: N/A

Deliverables: None

Update Traffic Analysis

Consultant shall:

- Collect traffic counts at intersections and roadway segments.
- Update traffic analysis confirming the ultimate six traffic lanes along Hargrave Street. NOTE: Project anticipates construction of 4-lane divided Hargrave from the EB I-10 Ramps to Lincoln. Ultimate 6-lane widening will be by a separate project at such a date (currently unprogrammed/unknown) that Caltrans reconstructs the overcrossing at Hargrave to accommodate additional lanes.
- Update intersection analysis along Hargrave Street for intersections including and between Ramsey Street and Lincoln Street.
- Evaluate existing, opening year, and future year analysis conditions.

A Draft and Final Traffic Analysis Report shall be prepared.

Assumptions:

- *Traffic counts include up to six (6) intersections and up to five (5) roadway segments.*
- *Future RIVTAM traffic model volumes to be obtained from County of Riverside to measure VMT performance.*
- *Consider programmed projects for future volume scenario, such as the I-10 Bypass.*
- *Update land use data for the airport redevelopment area in RIVTAM.*
- *VMT analysis is not required based on the proposed improvement to grade separate and remain Statutory Exempt (SE) under CEQA.*
- *Traffic counts will be collected at up to ten (10) intersections and up to five (5) roadway segments to accommodate analysis for both the traffic study and Traffic Management Plan (TMP).*
- *The Traffic Analysis Report (TAR) for the proposed project will be prepared based on discussion with City staff. The TAR will be prepared consistent with the City's Traffic Impact Analysis (TIA) guidelines for roadway projects. The TAR will evaluate existing traffic conditions, opening year conditions, and design year conditions for project alternatives. The analysis will be prepared for review and approval by City staff and will examine traffic operations under the following analysis scenarios:*
  - *Existing conditions*
  - *Opening Year No Build Alternative conditions*
  - *Opening Year with Build Alternative conditions (one design alternative)*
  - *Design Year No Build Alternative conditions*
  - *Design Year with Build Alternative conditions (one design alternative)*
- *Additionally, for purposes of this scope of work, study intersections affected due to the proposed project needs to be evaluated to demonstrate adequacy in intersection capacity during weekday AM/PM peak hour conditions. The TAR is anticipated to examine the following six intersections:*
  - *Hargrave Street/Ramsey Street*
  - *Hargrave Street/I-10 Westbound Ramps*
  - *Hargrave Street/I-10 Eastbound Ramps*

  - *Hargrave Street/John Street*
  - *Hargrave Street/Plaza Street*
  - *Hargrave Street/Lincoln Street*
- *The TAR is also anticipated to examine the following five roadway segments:*
  - *Hargrave Street, between Ramsey Street and I-10 Westbound Ramps*
  - *Hargrave Street, between I-10 Westbound Ramps and I-10 Eastbound Ramps*
  - *Hargrave Street, between I-10 Eastbound Ramps and John Street*
  - *Hargrave Street, between John Street and Plaza Street*
  - *Hargrave Street, between Plaza Street and Lincoln Street*
- *The TAR will be subject to City review and approval only. Caltrans will review and approve the traffic documents outlined in the next section.*

Deliverables:

- *Draft Traffic Analysis Report*
- *Final Traffic Analysis Report*

2.8.CALTRANS TRAFFIC REPORTS

Consultant shall prepare traffic reports for Caltrans review and approval. The following reports are included in this scope:

- Intersection Control Evaluation
- Traffic Forecasting Volumes Report

Intersection Control Evaluation

Consultant shall prepare Caltrans Intersection Control Evaluation for the I-10 EB/WB ramps to identify effective intersection traffic control strategies. A separate analysis report shall be prepared to document the findings and recommendations to be submitted to Caltrans for review and approval.

Assumptions:

- *Traffic signal installations at the EB/WB ramps where none exist currently.*
- *Striping reconfiguration on Hargrave Street through the freeway intersection area.*

Deliverables:

- *Intersection Control Evaluation*

Traffic Forecasting Volumes Report

A Caltrans Traffic Forecasting Volumes Report will be prepared to be used for the Traffic Operations Analysis Report. The report will be submitted to Caltrans for review and approval.
Caltrans updated the Intersection Control Evaluation (ICE) process to the Intersection Safety and Operational Assessment Process (ISOAP). We will prepare a Step 2 ISOAP analysis per the Caltrans ISOAP Guide dated September 2024.
Participate in a meeting with the Caltrans ICE/ISOAP Coordinator to develop performance

measures (qualitative and quantitative), as well as to establish the tools to be used in evaluating the predicted safety performance (e.g., intersection only vs. the entire interchange system, Caltrans simple calculator vs. the IHSDM). Consideration will also be given to benefit/cost methodology (e.g., Caltrans' standard split for personal and business travel vs. adjustments, if any.

Provide a Traffic Forecasting and Operations Assessment Methodology and Assumptions Memorandum per Caltrans requirements.

Provide a Traffic Forecasting Volumes Report that support the opening and future year analysis in the TAR and Traffic Operations Analysis Report (TOAR). The Traffic Volumes Report will be submitted to Caltrans for approval prior to preparation of the TAR and TOAR. The following tasks will be conducted as part of the Traffic Volumes Report:

- Data collection
- RIVCOM Travel Demand Model refinement
- Existing traffic volumes
- Opening year traffic volumes
- Design year traffic volumes

The limits for the TOAR study area are as follows:

- Intersections:
  - Hargrave Street/Ramsey Street
  - Hargrave Street/I-10 Westbound Ramps
  - Hargrave Street/I-10 Eastbound Ramps
  - Hargrave Street/Lincoln Street
- There will be no freeway analysis since the project does not propose improvements on I-10 or the way in which the ramps at Hargrave Street connect to the freeway. In addition, there will be no changes in traffic demand between no-build and build conditions.

Deliverables:

- *Traffic Forecasting Volumes Report*
- *Traffic Operations Analysis Report*

3. BASIS OF DESIGN DOCUMENT

The FRA grant requires the preparation of a Basis of Design document prior to initialization of the Preliminary Engineering Design per Task 3.1 Pre-Design Activities of the FRA agreement with the City of Banning.

Consultant shall prepare a Design Basis Memorandum indicating the applicable design standards for various items of work for the approved project concept. Plans and specifications shall be prepared in accordance with current AASHTO and Caltrans' regulations, policies, procedures, manuals, and standards. Improvements of local roads may be prepared in accordance with City standards in lieu of Caltrans standards as directed by the City. All documents shall be prepared using US standards and dimensions. Compliance with AREMA,

UPRR Guidelines for Railroad Grade Separation Projects and/or County or City Standards shall also be required, as appropriate.

Consultant shall prepare the Basis of Design Document based upon the research items in Section 2. Data Collection section of this Scope of Work. The Basis of Design shall be accepted by all project stakeholders prior to initiation of Concept Development and Project Approvals.

In the event that non-standard features become apparent during the initial design, the Consultant shall prepare the necessary design exceptions following Caltrans or UPRR and the respective city's guidelines.

Deliverables:

- *Design Basis Memorandum*

4. CONCEPT DEVELOPMENT & PROJECT APPROVAL

This task involves the development of the roadway and railroad track bridge geometrics to more accurately define project limits, right-of-way needs, and cost, among other items. It is assumed that City Council will approve the concept, permitting the project to move into the Plans, Specifications & Estimates task.

4.1. GEOMETRIC CONCEPTS

The consultant shall develop one conceptual exhibit of the roadway geometrics between Ramsey Street and Lincoln Street including the railroad overpass bridge for visual purposes.

Geometric Approval Drawing (Optional)

- Caltrans District 8 requires a separate GAD for improvements within Caltrans right-of-way as part of the PS&E approval process, which was not listed in the base scope of services and has been added as an optional task. The Consultant will prepare a GAD for project improvements in Caltrans right-of-way, which entails typical sections, horizontal roadway geometry and data tables, pavement delineation and lane dimensions, intersection traffic volumes, roadway design designation, and non-standard design features.

Deliverables:

- *One conceptual exhibit (Plan View)*
- *Geometric Approval Drawing*

4.2. BRIDGE AND RETAINING WALL CONCEPTS

Consultant shall develop preliminary structural design and layout to assess feasibility of different bridge types.

Prepare Advance Planning Studies (APS) for the I-10 Hargrave Undercrossing retaining wall that will be necessary to support the existing bridge abutments and for the proposed Hargrave Street Underpass that will carry the UPRR railroad over Hargrave Street. These will follow the guidelines of Caltrans Memo to Designers (MTD), Section 1-8 “Planning Studies”, and Caltrans

Office of Special Funded Projects (OSFP) Information and Procedures Guide, Section 3-2 “Advance Planning Studies.”

The purpose of an APS is to identify feasible types of structures and construction techniques for the project location. The APS will include cost, project risks, and potential impacts to surrounding environment and existing facilities and utilities. It will investigate the use of Accelerated Bridge Construction (ABC) techniques and their potential benefits to both cost and schedule. The APS will encompass the following:

- General Plan of the structure, which will include a Plan View, Elevation View, and Typical Section of the structure.
- Preliminary Foundation Report
- APS Checklist.
- Design memo discussing the suitable structure types and its benefits and challenges for each
- Itemized Cost Estimate

Deliverables:

- *I-10 Hargrave Street undercrossing retaining wall APS*
- *Hargrave Street underpass bridge APS*

4.3. PROJECT CONCEPT REPORT

A Project Concept Report will be prepared. This report will include roadway, right-of-way, utility, and structure exhibits.

Plan and Profile Exhibits

Plan and profile exhibits will be prepared for Hargrave Street and UPRR tracks bridge.

A review of the plan view exhibit is anticipated with City staff and then one meeting with Caltrans and UPRR for input. Input from the meeting will be incorporated and redistributed via pdf files.

Deliverables:

- *Plan and Profile Exhibits (to be included in the Project Concept Report)*

Right-of-Way Exhibits

Preliminary right-of-way exhibits shall be prepared depicting preliminary right-of-way needs for the Project.

Deliverables:

- *Right-of-Way Exhibits (to be included in the Project Concept Report)*

Utility Exhibits

Utility exhibits shall be prepared depicting existing utilities and conceptual relocation routes.

Deliverables:

- *Utility Exhibits (to be included in the Project Concept Report)*

Structure Exhibits

Consultant shall further define the bridge concept and shall prepare a plan exhibit depicting approximate type and length of retaining walls.

Structure exhibits shall include a plan, section, and elevation for the UPRR Tracks Overpass and a plan view depicting type and length of retaining walls.

Deliverables:

- *Bridge and Retaining Wall Exhibits (to be included in the Project Concept Report)*

Preliminary Geotechnical Report

Consultant shall prepare a Preliminary Geotechnical Report for the project to provide preliminary geotechnical information for the Project Concept Report and Type Selection process. This report will be prepared using the available subsurface data.

Deliverables:

- *Preliminary Geotechnical Report (to be included in the Project Concept Report)*

Preliminary Traffic Analysis Report

The Traffic Analysis Report prepared under Task 2.7 shall be included as part of the Project Concept Report.

Deliverables:

- *Preliminary Traffic Analysis Report (to be included in the Project Concept Report)*

Construction Cost Estimates

A rough order of magnitude costs shall be prepared based on the exhibits listed above to refine the project costs.

Deliverables:

- *Construction Cost Estimates (to be included in the Project Concept Report)*

Right-of-Way Cost Estimates

Rough order of magnitude right-of-way cost estimates shall be prepared based on the right-of-way exhibit to refine the project costs.

Deliverables:

- *Right-of-Way Cost Estimates (to be included in the Project Concept Report)*

Project Concept Report

The Project Concept Report shall include the exhibits, reports, and cost estimates included above. This report shall be submitted to the City for review. It is assumed that this report will be presented to City Council for approval.

Deliverables:

- *Draft Project Concept Report*
- *Final Project Concept Report*

4.4. PROJECT CONCEPT APPROVAL

The City shall present the Project Concept Report to the City Council. Consultant shall support the City at City Council meeting. City Council approval is anticipated prior to Environmental Technical Studies and proceeding with Plans, Specifications & Estimates.

Consultant shall organize meetings with Caltrans and UPRR to review the project concept report. Key functional units, such as geometrician shall be in attendance. Consultant shall present proposed concept and obtain confirmation that Caltrans and UPRR have no objection to the proposed concept.

Deliverables:

- *Meeting handouts and minutes*

5. ENVIRONMENTAL DOCUMENTATION

The Consultant will prepare a thorough project description defining the limits of project-related activities, which will be used as the basis for environmental technical studies conducted for this project. Pursuant to section 21080.13 of the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15282(g), the state legislature has determined that railroad grade separations shall be statutorily exempt from CEQA documentation and public disclosure requirements. Accordingly, a more formal CEQA environmental document is not required for this project. However, in certain instances and at the discretion of the sponsoring agency, it is sometimes prudent to undertake certain limited environmental studies in order to better understand and manage the consequences of a particular proposed railroad grade separation. Such is the case for the Project, for which the City and Caltrans have determined that certain selected studies should be undertaken.

5.1. CEQA STATUTORY EXEMPTION

Consultant shall prepare a Notice of Exemption (NOE) and provide it to the City for approval and submittal to the County of Riverside for recordation and State Clearinghouse.

- Statutory Exemption Memorandum (Optional)

The project involves the construction of a railroad grade separation, which is Statutorily Exempt (SE) under CEQA Guidelines Section 15282(g) and Public Resources Code (PRC) Section 21080.13. The consultant will assist the City of Banning in preparing the Notice of Exemption (NOE) and supporting memorandum for a Statutory Exemption under CEQA Guidelines Section 15282(g) and PRC 21080.13 for the project. The form and memorandum will be provided to the City for one round of review (each). The consultant team will assist the City by filing the NOE with the California State Clearinghouse. The City is responsible for filing the NOE with the County Clerk and paying the associated filing fee.

Deliverables:

- *CEQA Notice of Exemption*
- *Memorandum to support Statutory Exemption (one electronic copy)*

5.2.NEPA

The Project will receive federal funds and therefore NEPA compliance is required, and Caltrans Local Assistance involvement is anticipated. Unless otherwise specified, scope of work tasks will be completed by Consultant's staff. Consultant shall develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of the design under consideration. Additionally, base mapping of the environmental components/data including hazardous materials sites, and land uses and right-of-way sites. Data from publicly available sources will be used and adjusted, where appropriate, based on field surveys and observations conducted by the Consultant.

The following list includes the studies that may be included in this scope:

- Traffic Study
- Cultural Resources
- Biological
- Air Quality
- Noise Study
- Phase 1 Environmental Site Assessment (Hazardous Materials)

- Traffic Study
  - Traffic Forecasting and Operations Assessment Methodology and Assumptions Memorandum:
  - A Memorandum will be prepared to describe the methodology and approach for the traffic forecasting and traffic operations assessment for preparation of the Traffic Volumes Report, Traffic Study Report (TSR), TOAR and Intersection Control Evaluation (ICE). The Memorandum ensures the Traffic Volumes Report, TSR, TOAR and ICE will be completed according to the current Caltrans and City of Banning traffic analysis protocols for traffic studies and methodologies. As such, traffic volumes will be prepared consistent with the 2014 California Manual on Uniform Traffic Control Devices, Revision 7 (2014 CA MUTCD, Rev 7), Caltrans'

Traffic Signal Operations Manual, Caltrans' Transportation Impact Study Guide (TISG), Caltrans' Traffic Operations Policy Directive (TOPD) 21-14, along with the Caltrans' Engineering, Operational, and Safety Analysis (EOSA) Guidance for Interstate Access Control Modifications (November 2021), and the City's Traffic Impact Analysis Guidelines for Local Transportation Analysis and Vehicle Miles Traveled Analysis (TIA Guidelines), dated October 2021.

- The Memorandum will summarize the following assumptions for preparation of the Traffic Volumes Report and traffic study:
  - Identification of the study area
  - Analysis scenarios to be analyzed
  - Volume development methodology
  - Performance methodology and criteria

  It is anticipated that the following analysis scenarios would need to be included in the analysis:
  - Existing conditions
  - Opening Year No Build Alternative conditions
  - Opening Year with Build Alternative conditions (up to one design alternative)
  - Design Year No Build Alternative conditions
  - Design Year with Build Alternative conditions (up to one design alternative)
- **Identification of the Study Area**

  Based on the project understanding, the study area for the TSR shall include up to six intersections and five roadway segments along Hargrave Street between Ramsey Street and Lincoln Street. Additionally, the analysis will include evaluation of the Hargrave Street widening from two-lane undivided to four-lane divided between the I-10 eastbound ramps to Lincoln Street. It should be noted that the ultimate buildout of Hargrave Street will consist of six traffic lanes. However, this ultimate six-lane widening is considered a separate project in which the planned construction is currently unprogrammed/unknown and will also require reconstruction of the existing I-10 freeway overcrossing at Hargrave Street.

  However, as previously mentioned, the TOAR study area may need to examine traffic and operational analyses for the Hargrave Street interchange, as well as the adjacent interchanges. As such, traffic volumes will need to be developed for intersections and roadway segments at the adjacent I-10/8th Street interchange to the west and I-10/Ramsey Street interchange to the east. Additionally, traffic volumes for the freeway segments along the I-10 throughout the three interchanges will need to be developed. The final study area for the TOAR will be determined in consultation with project staff, City staff, and Caltrans staff.
- **Draft/Final Memorandum**

  The consultant team will prepare a draft Traffic Forecasting and Operations Assessment

Methodology and Assumptions Memorandum. The draft memorandum will be submitted to Caltrans staff as an Adobe Acrobat Portable Document Format (PDF) file for review.

Deliverables:

- *Traffic Forecasting and Operations Assessment Methodology and Assumptions Memorandum [Draft and Final]*

- **Caltrans Traffic Reports**

Traffic Volumes Report

The Traffic Volumes Report for the proposed project will be prepared based on methodologies outlined and approved in the Memorandum. The Consultant team will develop traffic volumes that will be included in the Traffic Volumes Report and submit the volumes to Caltrans for approval prior to preparation of the TSR and TOAR. It needs to be noted that the Traffic Volumes Report is also used for preparation of the air quality and noise analyses. The traffic, air quality, and noise analyses use different systems for categorizing vehicles. Traffic analyses categorize vehicles based on the number of axles. The air quality analysis is based on vehicle weight, while the noise analysis is based on the number of tires. The project team will utilize a correspondence table to convert the traffic forecasts from the Riverside County Model (RIVCOM), which uses the four-class system, into the eight-class system used for air quality analysis and the five-class system used for noise analysis based on recent experience working with Caltrans. Additionally, Caltrans may require collection of traffic counts Average Daily Trips (ADT)/Peak Hour by vehicle type and axle within the vicinity of Hargrave interchange for traffic index calculations. However, this is unknown at this time and volume development for this analysis has not been included as part of this scope of work.

The following tasks will be conducted as part of the Traffic Volumes Report:

- **Data Collection**

The following data will be required to prepare the traffic analysis for the proposed project:

Existing Counts. The Consultant team will contract with a qualified data collection company to obtain existing peak hour and roadway segment counts for areas identified in the TOAR and TSR. Based on prior experiences on similar projects, Caltrans may request for two days of 24-hour intersection turn volumes for study intersections. Freeway segment data will be collected from Caltrans Performance Measurement System (PeMS) data source or other approved sources.

Information on Cumulative Projects. Information about major approved or pending cumulative projects will be gathered from the City's Planning Division and the adjacent jurisdictions of County of Riverside and City of Beaumont so that traffic

generated by those projects may be incorporated into the TSR and TOAR. The socioeconomic data in the Riverside County Transportation Model (RIVCOM) will be reviewed to ensure that applicable cumulative projects are included in the forecast scenario of the model. Major development projects to be included are the remaining unbuilt portions of the Sundance Specific Plan, Butterfield Specific Plan, Sunset Crossroads Specific Plan, Rancho San Gorgonio Specific Plan, Banning Municipal Airport redevelopment, and applicable projects within County of Riverside and City of Beaumont.

- **RIVCOM Travel Demand Model Refinement**
  For purposes of this analysis, the RIVCOM will be utilized for developing forecast traffic volumes. As previously referenced, it should be noted that the adjacent vicinities of County of Riverside and City of Beaumont has many future development projects and roadway circulation network improvements (e.g., I-10 Bypass) that are currently either under planning or to be constructed prior tproject opening year. Based on prior experience on other projects within the City, the following would need to be included for analysis:
  Cumulative Projects: The model's socioeconomic data under the future scenario will be evaluated to ensure that all cumulative projects are appropriately included in the model. Based on our experience using RIVCOM, the model doesn't include full build-out of majority of projects in Riverside County. The model would need to be updated to appropriately include the socio-economic data for such projects prior to developing forecast traffic volumes for this analysis.
  I-10 Bypass: Banning to Cabazon Project: The project team had previously worked on the traffic analyses for the I-10 Bypass – Banning to Cabazon project. This project is located east of the City of Banning. There is currently no local roadway that connects the City of Banning to the unincorporated community of Cabazon to the east except for the I-10. The I-10 Bypass project will construct a new local roadway to connect Banning and Cabazon to provide an alternative route between the two jurisdictions.
  City of Banning Update of Traffic Fee Component of the Development Fee Program: The consultant team had previously prepared the update to the traffic fee component of the City's Development Impact Fee (DIF) Program. The fee program examined intersection operations and recommended planned capacity and signalization improvements for build-out of the General Plan. Consultant had previously examined the Hargrave Street corridor as part of the fee program update.
  The consultant team will discuss with Caltrans and City staff to confirm the updates required in RIVCOM within the project study area to ensure all projects and roadway circulation improvements are included in the future analysis scenarios.
- **Existing Traffic Volumes**
  As previously described, existing traffic volumes will be developed using existing peak hour intersection turn volumes for study intersections and daily traffic

volumes for roadway segments. Freeway segment volumes will be developed using PeMS data.

The methodology of developing existing traffic volumes will be finalized in consultation with Caltrans and City staff in the memo.

- **Opening Year Traffic Volumes**

  The consultant team will develop opening year traffic volumes for intersections, roadway segments, and freeway segments identified for analysis. It is anticipated that the opening year volumes will be developed based on forecast data obtained from updated RIVCOM and in consultation with Caltrans. The methodology of developing opening year traffic volumes will be finalized in consultation with Caltrans in the memo.

  Design Year Traffic Volumes

  The consultant team will develop design year traffic volumes for intersections, roadway segments, and freeway segments identified for analysis. It is anticipated that the design year volumes will be developed based on forecast data obtained from updated RIVCOM and in consultation with Caltrans. Design year volumes for intersections, roadway segments, and freeway segments will be developed by post-processing base year and future year traffic model volumes obtained from RIVCOM. Design year volumes will be developed by applying the National Cooperative Highway Research Program (NCHRP)

  procedures to obtain post-processed traffic volumes from the model. The methodology of developing design year traffic volumes will be finalized in consultation with Caltrans in the memo.

- **Draft/Final Traffic Volumes Report**

  The consultant team will prepare traffic volume summary tables and figures along with a volume development report for both the TSR and TOAR. The draft traffic volume report will be submitted to Caltrans and the City as an Adobe Acrobat PDF file for review. The consultant team will address up to one round of comments from Caltrans and City for finalizing the Traffic Volume Report. Upon addressing comments, the final Traffic Volume Report will be submitted to Caltrans for approval.

  Deliverables: Traffic Volumes Report [Draft and Final]

- **Cultural Resources**

  Prepare an Archaeological Survey Report (ASR), an Historical Resources Evaluation Report (HRER), and a Historic Property Survey Report (HPSR) for the proposed undertaking pursuant to Section 106 of the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA), and the California Environmental Quality Act (CEQA). The reports will be completed pursuant to Caltrans guidelines and formats. All efforts will be completed by, or under the supervision of, cultural resources management professionals that meet Secretary of the Interior and Caltrans Professional Qualifications Standards (PQS) for Archaeology and Architectural History. Efforts completed for this task are outlined

below:

Area of Potential Effect Delineation: Cultural resources management staff will develop an Area of Potential Effect (APE) Map and submit to Caltrans for review. For the purposes of this scope, the APE is generally defined as Hargrave St. and the associated ROW between Lincoln St. and Ramsey St., as well as the on/off-ramps and John Street between Florida Street and Hargrave Street and the shoofly limits within UPRR right-of-way as described herein. This scope includes up to two updates to the APE Map based upon Caltrans comments.

Research: As the cultural resources records for Riverside County are not currently available due to the closure of the Eastern Information Center (EIC) and as no updates have been provided by the Office of Historic Preservation (OHP) as to when they will become available at a new location, this scope does not include a record search within the California Historical Resources Information System (CHRIS). However, cultural resources management staff will submit a records search request for the approved APE to Caltrans and the City of Banning to obtain any cultural resources records the agencies may have on file.

Staff will additionally review applicable databases, such as the NRHP, CRHR, BERD, etc., to identify any listed cultural resources located within the APE plus a 0.5-mile buffer. Staff will further research geomorphology and land use history through resources such as historic aerials and topographic maps.

Outreach: Cultural resources management staff will request a tribal consultation list and records search of Sacred Lands Files (SLF) through the Native American Heritage Commission (NAHC) for the APE. Staff will contact the Native American Tribes listed on the NAHC's consultation list to request any information about cultural resources or sacred sites in or near the APE. Outreach will include one initial correspondence and up to one additional follow-up correspondence to the Tribes on the contact list. Staff will also contact up to two historical organizations or societies as part of the outreach effort for the ASR. Any additional outreach effort required by Caltrans will require an adjusted scope and fee.

Field Survey: Staff will conduct a pedestrian survey of the entirety of the APE. Survey methods will be non-collective, and all identified cultural resources will be recorded utilizing CA DPR 523 series forms. This scope also accounts for the evaluation of recorded historic resources for eligibility for listing in the California Register of Historical Resources (CRHR) and National Register of Historic Places (NRHP).

Reports: Upon conclusion of all research, outreach, and field survey efforts, an ASR, HRER, and HSPR will be produced that will follow Caltrans formats and guidelines.

Exclusions

- Due to the built environment of the project area, it is assumed that neither Extended Phase I Report (XPIR) nor an Archaeological Evaluation Report (AER) will be necessary and, therefore, not included in this scope
- This scope does not include any effort related to consultation with the State Historic

Preservation Officer (SHPO)

- This scope does not include any effort related to formal consultation with Native American Tribes. All outreach to Tribes outlined in the scope is for the purposes of gathering information for the report and does not constitute consultation required under AB52 (CEQA, as amended) or Section 106 of the NHPA

Deliverables:

- *Area of Potential Effect Map*
- *Archaeological Survey Report*
- *Historical Resources Evaluation Report*
- *Historic Property Survey Report*

- Biological
  - Natural Environmental Study (Minimal Impacts) (NES-MI)

The consultant team will prepare a Natural Environment Study (Minimal Impacts) (NES-MI in accordance with the Caltrans Environmental Handbook, Volume 3. The NES-MI will document and evaluate the natural habitat and other land cover types in the project area and determine whether the proposed project would result in impacts to special-status species/habitat. The NES-MI will be prepared using the Caltrans prescribed format available on the Standard Environmental Reference (SER) website (August 12, 2022). If species have the potential to occur, a Biological Assessment (BA) report would be required; however, listed special-status species or their habitats are not expected to occur in the project area and are therefore excluded from this scope.

In order to determine the likelihood of special-status species occurrence on site, our team will conduct a literature search of publicly available biological resources lists and maps (e.g., the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California, the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), and the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) database). Our team biologists will also utilize their knowledge of southern California biological resources to determine the likelihood of any special-status species occurrence on site. If necessary and upon Caltrans request, we will prepare a formal inquiry letter for Caltrans to submit to the USFWS and the CDFW requesting identification of any State or federally listed species potentially occurring in the area.

Following the literature review, our team biologists will perform reconnaissance-level field surveys of the Biological Study Area to assess plant and wildlife habitats and to document existing conditions (including vegetation mapping and photographs). Two field visits by two biologists are assumed for this effort.
The consultant team will identify applicable permits necessary for implementation of the construction phase of the project. Coordination with the resource agencies

(i.e. USFWS, CDFW, Regional Water Quality Control Board [RWQCB]), may be necessary and would be conducted in coordination with and under the guidance of Caltrans. Many cities and counties in California have tree preservation ordinances and local land use policies with which transportation agencies and their agents must comply.

Focused surveys for Crotch's bumble bee (Bombus crotchii) are not anticipated to be required due to the condition of the project site based on a preliminary evaluation of aerial imagery and are not included in this scope of work.

- **Jurisdictional Delineation (JD)**

  The consultant team will conduct a routine wetland delineation and areas of potential jurisdiction will be evaluated according to the United States Army Corps of Engineers (USACE) Wetlands Delineation Manual (Environmental Laboratory, 1987), Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Environmental Laboratory 2008), and State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (State Water Resources Control Board 2019). The jurisdictional limit of non-wetland waters will be identified following the procedures set forth in 33 Code of Federal Regulations (CFR) 328.3(e) and applicable resource agency guidelines. Further, the extent of any streambed and associated riparian areas subject to review by the CDFW under Section 1602 of the Fish and Game Code will be determined. The jurisdictional delineation will be conducted simultaneously with the reconnaissance-level field survey required for the NES-MI. Our team will prepare a Preliminary Jurisdictional Delineation (PJD) memo that will include an analysis of wetland features within the project boundary. This preliminary analysis will help determine whether there are USACE jurisdictional waters as early in the project review process as possible. The memo will be submitted directly to the City, will be informative in nature and is not anticipated to have comments or require revisions. The full results of the delineation will be presented in a Jurisdictional Delineation report that will include mapping of any wetland and jurisdictional areas. This report will define the project constraints associated with non-wetland waters, wetlands, and riparian habitat. The jurisdictional delineation report will be an attachment to the NES-MI. The results of the determination are subject to verification by the USACE, RWQCB, and CDFW. We have included up to four hours of coordination with the resource agencies and City regarding the jurisdictional status of delineated features.

- **Bat Habitat Assessment**

  A bat habitat assessment will be conducted within the project area to determine whether suitable trees or other roosting habitat for bats occur. If suitable roosting habitat is present within the project area and is anticipated to be impacted, this scope does not include the effort to cover the additional effort for nighttime bat surveys.

A Bat Habitat Assessment Report will be prepared following completion of the habitat assessment. The report will document the results of the habitat assessment. The locations of suitable trees or other roosting habitat and confirmed bat roosts, if present, will be clearly shown in map figures included with the report. The report will also provide recommendations for appropriate site- and species-specific avoidance and minimization strategies. One round of consolidated City review and comment is assumed for the Bat Habitat Assessment Report. The Bat Habitat Assessment Survey Report will be an attachment to the NES-MI. If focused surveys during maternity nesting season are required, a scope and budget adjustment would be required.

- **MSHCP Consistency Analysis**

  The following details the scope required to conduct a NES-MI and MSHCP consistency analysis. Additional species and biological resources surveys will be recommended if site conditions warrant and regulatory requirements mandate. We will conduct a literature review to identify sensitive species known or reported to occur within the project area. The literature review will include the California Natural Diversity Database, the California Native Plant Society Electronic Inventory, and MSHCP documents. Our team biologist familiar with the habitats and sensitive resources of the region will conduct a general on-site field survey. Additionally, a qualified biologist will conduct a habitat assessment for sensitive fairy shrimp. Based on the literature review and field survey, an assessment of the potential habitat value for survey species identified in the MSHCP and identification of any additional focused species surveys that may be necessary (including burrowing owl, narrow endemic plants, etc.). The Consistency Report will include discussion of: 1) the presence of jurisdictional wetlands, waters of the U.S., or streambeds/habitats as defined by the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW), respectively: 2) results of any focused surveys, if needed; 3) project consistency with the conservation objectives of the MSHCP and recommendations of measures to achieve consistency, as necessary; and 3) impacts to sensitive biological resources, graphics, and maps as needed to show the project location and vicinity, the project relationship to designated critical habitat areas, and the project relationship to NEPA for any biological resources or habitat areas on the site that may require additional study for CEQA review or for compliance with the MSHCP.

  The report will be submitted electronically. Upon review/revision, we will submit a PDF of the final report. The PDF will include all text, graphics, and supporting appendices. If requested, hard copies may be provided on a time-and-materials basis. A copy of the NES-MI (and associated JD/Bat Assessment and MSHCP Consistency Analysis) will be sent to the City (MSHCP-permittee) as required under the MSHCP.

- **Determination of Biologically Equivalent or Superior Preservation (DBESP) Report (Optional)**
  The MSHCP requires preparation of a DBESP when Riverine/riparian resources, burrowing owl, or NEPSSA plants, and some other MSHCP-covered resources, are found to be present on site and would be impacted by the project. Based on initial review and potential for diversion of flows west of Hargrave Street, the proposed project may impact riverine/riparian resources as the feature present is assumed to also be jurisdictional by CDFW. If based on the field surveys that the sensitive resources described above or any other MSHCP-covered resources are identified onsite and will be impacted, a DBESP will be prepared consistent with the April 2023 template using the surveys, hydrology, drainage water quality and other technical information and reporting prepared as part of this scope of work and submit to the City for review and comment. Once comments have been addressed and revisions approved by the City, the City will submit the DBESP to the Western Riverside County Regional Conservation Authority (RCA), for agency review. The DBESP would be reviewed by the CDFW and USFWS during a 60-day review and response period. Upon receipt of comments, we will revise the draft DBESP and submit a final DBESP to the City for submittal to CDFW and USFWS. If further technical analysis is required by the agencies for inclusion in the DBESP, beyond that identified in this scope of work, amendment to this scope would be required. Also, under the MSCHP, impacts to resources maybe be achieved through one of the following mechanisms: 1) use of credits in an approved mitigation bank; 2) on-site mitigation or 3) off-site mitigation at an approved site. It is assumed that credits at an approved mitigation bank will be utilized for this project. Coordination and negotiation with mitigation banks, and identification and assessment of on- or off-site mitigation locations, are not included in this scope and would require an amendment. No additional MSHCP-related services are provided with the scope and cost included in this proposal (i.e. Joint Project Review).

- Focused Burrowing Owl Survey (Optional)
  The project site lies near an MSHCP burrowing owl survey area. If the project limits include the burrowing owl survey area and if suitable habitat is present, a qualified biologist will conduct a focused survey in accordance with the Burrowing Owl Survey Instructions for the MSHCP. A burrow survey will be conducted during the burrowing owl breeding season (March 1 through August 31) in search of natural burrows or suitable man-made structures within the project site and a 500-foot buffer around the site (collectively referred to as the “study area”).
  If potential owl burrows (natural or man-made) are found, or if owls are observed during the burrow survey, then we will conduct four additional site visits on separate days, either in the morning, one hour before sunrise to two hours after sunrise, or in the early evening, two hours before sunset to one hour after sunset. The locations of all

suitable burrowing owl habitat, potential owl burrows, burrowing owl sign, and any owls or sign observed will be recorded with a Global Positioning System device.

A focused burrowing owl survey is required for all sites with suitable burrowing owl habitat within 30 days prior to ground disturbing activities, whether initial survey results are positive or negative. If survey results are positive, additional follow-up surveys, avoidance, or relocation of owls in coordination with the CDFW, or monitoring may be required. In the event that it is determined that burrowing owls occupy the project site, prior to any on-site development, and are anticipated to be impacted, the City shall document proposed impacts and suitable compensatory mitigation, if required, to the RCA, CDFW and USFWS in a DBESP. The consultant team will prepare and submit a letter report to the City in electronic format describing the survey methodologies and results of the focused burrowing owl survey. One round of consolidated review and comment is assumed for the focused burrowing owl survey report. A copy of the report will be sent to the Western Riverside County MSHCP Biological Monitoring Program by the City as required under the MSHCP. The report will be included as an attachment to the NES-MI.

- Burrowing owl surveys can last anywhere from one to five months during the survey season but are recommended to be conducted evenly throughout the survey season if possible, to eliminate the probability that late and/or early season owls are not detected.
- This task and budget does not include the additional pre-construction survey or relocation services.

- Narrow Endemic Plant Species Survey Area (NEPSSA) Survey (Optional)

  The project site lies near a NEPSSA study area for Marvin's onion (Allium marvinii) and many-stemmed dudleya (Dudleya multicaulis). Should the project limits include NEPSSA survey area and if suitable habitat is present, a qualified biologist will conduct two focused surveys in May/June 2025 and June/July 2025 to determine if any of the NEPSSA plants are present.

  The objective of the survey will be to determine presence or absence of the target species and, if present, to quantify and map the distribution of the species on the project site. All plant species detected on the site during the survey will be identified to the extent necessary to determine rarity and listing status. The survey will consist of two site visits spanning the peak flowering season of the target species. These surveys must be conducted during this timeframe to avoid agency scrutiny. Surveys conducted outside of this time period may be rejected by the resource agencies (CDFW, USFWS, and/or Western Riverside County Regional Conservation Authority [RCA]), and additional surveys during the appropriate time period may be required by the resource agencies.

  The consultant team will prepare a letter report describing the survey methodologies and results of the focused NEPSSA surveys to be submitted to the City. One round of consolidated review and comment is assumed for the focused NEPSSA survey report. A copy of the report will be sent to the MSHCP Biological

Monitoring Program by the City as required under the MSHCP. The report will be included as an attachment to the NES-MI.

Deliverables:

- *NES-MI [Draft and Final]*
- *JD [Draft and Final]*
- *Bat Habitat Assessment [Draft and Final]*
- *MSHCP Consistency Analysis [Draft and Final]*
- *DBESP Report [Draft and Final] (Optional)*
- *Focused Burrowing Owl Survey (Optional)*
- *NEPSSA Focused Survey (Optional)*

- **Air Quality**

Develop a work plan explaining the assumptions and methodology for the Air Quality Report to Caltrans Staff for review and approval prior to beginning the development of the report. The work plan will outline the construction, traffic data, and modeling assumptions.

- *Deliverables: Air Quality Report Work Plan (pdf)*

The Air Quality Report will be prepared in accordance with the Caltrans Standard Environmental Reference (SER) Chapter 11 (Air Quality) and the annotated outline. The Air Quality Report will address requirements under transportation conformity, NEPA, and CEQA criteria. The technical report will include the following discussions and analyses:

- Setting. The analysis will include discussions of the affected environment including meteorology/climate of the project area; existing air quality conditions; federal, state, and local air quality rules and regulations; and approved air quality plans.
- Transportation Conformity. The project area is in nonattainment for ozone and PM2.5. Transportation conformity requirements will be identified and evaluated for the project. Transportation conformity will be at regional and project levels:

  Regional Conformity. Regional conformity of the project will be demonstrated by the project inclusion in the latest conforming regional transportation plan (RTP) and the federal transportation improvement program (FTIP). This includes coordination with City, County, and Caltrans regarding project inclusion in the latest transportation plans and programs.

  Project Level Conformity (CO Hot Spot Analysis). The carbon monoxide (CO) hot spot analysis will be based on the CO protocol developed by UC Davis.

  Project Level Conformity (Particulate Matter Hot Spot Analysis). The project is exempt from project-level conformity under 40 CFR 93.126 (Railroad/Highway Crossing). Therefore, the analysis will document this exemption and explain that the project is a grade separation that does not

change the number of through lanes and does not change the channelization or signalization status of intersections.

- **Project Greenhouse Gas Emissions.** Greenhouse gas (GHG) emissions and impacts from the project would be evaluated following the current Federal and State guidance. The effects of transportation control measures in reducing project emissions will be described.
- **Mobile Source Air Toxics (MSAT).** MSAT analysis will be performed following the FHWA Interim Guidance Update on Mobile Source Air Toxic Analysis in NEPA Documents (January 2023).
- **Short-Term Construction Air Quality Impacts.** Air quality impacts due to short-term project construction activities will be evaluated. Project construction emissions will be quantified based on project construction information using agency approved emission calculation tools. The analysis will also identify appropriate control measures to minimize construction emissions.

Deliverables: Air Quality Report (pdf)

- Noise Study

Noise Study Report Work Plan: develop a work plan explaining the assumptions and methodology for the Noise Study Report to Caltrans Staff for review and approval prior to beginning the development of the report. The work plan will outline the noise measurement locations and modeling assumptions, including receiver locations and hourly traffic volume assumptions.

Deliverables: Noise Study Report Work Plan (pdf)

Noise Study Report: A traffic noise study will be conducted in accordance with the Traffic Noise Analysis Protocol developed by Caltrans to produce a Noise Study Report. The protocol requires identification of noise impacts at different types of activity areas affected by the project. The noise study will address both the State and Federal noise abatement criteria (NAC) to support the NEPA CE. The following tasks will be conducted to prepare the noise study:

- **Identify Potential Sensitive Receptors**. Based on aerial images and a field visit, potential sensitive receptors for noise impacts will be identified and mapped.
- **Measure Existing Noise Levels.** Existing noise levels will be measured at representative receiver locations within the study area to quantify existing worst-hour noise levels and to provide data for model calibration purposes. The field work plan and methodology memo will be provided to the City and Caltrans approval prior to

the collection of noise measurements. Within the noise study area, consultant will perform concurrent directional traffic counts by vehicle classification and determine speeds of all major roads during on-site short-term noise monitoring and collect one short-term (15 minute) noise measurements at six locations. Traffic noise will be modeled using TNM 2.5, as currently required per Caltrans' Standard Environmental Reference (SER) and FHWA guidance.

- Model Future Noise Levels. Modeling is required to calculate noise levels throughout the project corridor using FHWA's Traffic Noise Model (TNM) would be used to calculate existing noise levels and predict future noise levels with and without the project. The model will be calibrated to the measured noise and traffic conditions and then used to predict existing and future noise levels. Traffic noise modeling will be conducted in accordance with the Caltrans recommended procedures. Traffic noise will be modeled using TNM 2.5, as currently required per Caltrans' SER and FHWA guidance. It should be noted that TNM 3.0 may be required at the time of the noise analysis, and as such would be used by the project team.
- **Construction Noise.** Construction noise will be predicted using methods outlined in the protocol that utilize the Roadway Construction Noise Model. This task assumes that the Noise Study Report will not identify reasonable or feasible noise abatement and that a Noise Abatement Decision Report (NADR) will not be necessary.

Deliverables: Noise Study Report (pdf)

- **Phase 1 Environmental Site Assessment (Hazardous Materials)**

The Initial Site Assessment (ISA) scope of services described in this task addresses the due diligence procedures and methodology presented in the American Society for Testing and Materials (ASTM) Standard Method E 1527-13, Standard Practice for Environmental Site Assessments and Chapter 18 of the California Department of Transportation (The Department) document titled Project Development Procedures Manual (1999). The Project Development Procedures Manual states that "every project that includes excavation, structure demolition or modification, or the purchase of new right-of-way, will require an ISA to determine if known or potential hazardous waste is present within the project limits".

The Caltrans Handbook refers to conducting hazardous materials assessments consistent with ASTM 1527-21. This scope limits the Subject Property to Hargrave Street between Lincoln Street and Ramsey Street including the adjacent frontage properties, all four I-10 Interchange ramps up to the freeway gore areas, along the UPRR right-of-way between San Gorgonio Avenue and approximately 4,500 linear feet east of Hargrave Street.

- The ISA provides the following:
  - An identification of Recognized Environmental Conditions (RECs)
  - An opinion of the impacts on the property resulting from conditions identified during the investigation, by a qualified Environmental Professional (EP)
  - An opinion, by a qualified EP, on the need for additional investigations
  - A statement consistent with ASTM E 1527-21, 12.13, on the qualifications of the EP and the suitability of the ISA to meet the requirements of The All Appropriate Inquiry Rule, CFR 40 312.
- The assessments will reflect the general national standard of practice and the local customary practice as understood by the EP. The EP will use ASTM 1527-21 along with our judgment and experience when reviewing results of the assessment and in identifying findings and RECs.
- Findings relative to potential hazardous waste facilities within and adjacent to the project boundaries will be summarized in the final ISA report. The following tasks refer to only that information that is defined as reasonably ascertainable.
  - Records Review: This task will generally consist of an environmental database record search, aerial photograph review, and review of historical maps and sources.
  - Site Reconnaissance: Conduct a site reconnaissance at the subject property consistent with ASTM E 1527-21, Section 9. The site reconnaissance will be non-invasive.We will not collect or analyze any samples. We assume that we will be allowed appropriate access to areas of the site and that the site reconnaissance shall be conducted as a single event. Should an additional site reconnaissance be required due to access limitations, the additional site reconnaissance shall be considered additional services.
  - Interviews: Consistent with ASTM E 1527-21, the consultant team will make a reasonable attempt to conduct interviews with current and past property owners, neighboring property owners in the case of abandoned

properties, or local agency representatives with knowledge of the project area.

- ISA Report Preparation: Prepare a summary report for the subject property. The report will be formatted consistent with Appendix X4 of ASTM E 1527-21. The report will include conclusions and recommendations based on the findings of the ISA. The Caltrans ISA Checklist will be completed and included with the final report.
- Since results of the ISA are unknown, hazardous materials testing is excluded from this scope of services, with the exception of ADL, which is included as optional.
- Community Impacts (Optional)

- A Community Impact Assessment (CIA) will be prepared, consistent with the guidelines in the FHWATechnical Advisory T6640.8A, Caltrans CIA Handbook (October 2011), Caltrans CIA template (2024) and other applicable guidance from the FHWA and the Caltrans SER Web sites. The consultant team reviewed the Caltrans SER and determined that a mid-level CIA would be appropriate for this project. This was determined because of the likelihood of property acquisitions to accommodate for the widening of Hargrave Street. The CIA is anticipated to focus on land use impacts, consistency with applicable State, Regional, and Local Plans, community character and cohesion, relocations and real property acquisition, traffic and transportation/pedestrian and bicycle facilities, utilities, emergency services, and public involvement. The CIA will provide a description of existing, adopted, and proposed land uses on and in the immediate vicinity of the project site, including employment and activity centers. The CIA will also address the proposed project’s consistency with relevant local, regional, and State regulations and land use, transportation, and air quality plans. Housing, employment, and population conditions, as well as the locations of important community facilities in the vicinity of the project site will be described. Relevant demographic and land use information for the project study area will be mapped. The project may require parcel acquisitions and relocations. An analysis of the project’s potential right-of-way impacts and associated socioeconomic impacts will be discussed in the CIA. The CIA will also address federal environmental justice requirements and evaluate whether the project would increase/decrease transportation equity in the affected community of Banning. The project may include the closure and/or rerouting of several streets; therefore, a discussion of the project’s impacts on community access will also be provided in the CIA.

The CIA will also provide recommendations to avoid, minimize, and/or mitigate potential adverse impacts of the proposed project where feasible and warranted.
One round of consolidated review and comment is assumed for the Community Impact Assessment.

Deliverables: Community Impact Assessment (CIA) [Draft and Final]

- Paleontological Resources (Optional)

To address the potential for the project to impact sensitive paleontological resources per CEQA and NEPA, as well as other State and local regulations and requirements regarding paleontological resources, the consultant team will prepare a combined Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) during PA&ED. The PIR/PER will follow the guidelines set forth by the California Department of Transportation (Caltrans) Standard Environmental Reference (SER) Environmental Handbook, Volume 1, Chapter 8 – Paleontology, as well as guidelines established by the Society of Vertebrate Paleontology and industry best practices. Completion of the PIR/PER will involve the following tasks:
Background Research. The consultant team will conduct a fossil locality search through the records of the Natural History Museum of Los Angeles County (NHMLAC). The fossil locality search is necessary to document the status and extent of previously recorded paleontological resources within the project area and within the same or similar deposits as those found in the project area. This information will help determine the types of paleontological resources that may be encountered during project development. The consultant team will examine current geologic maps of the project area and review relevant geological and paleontological literature to document which geologic units are present within the project area. The literature review will provide additional information regarding the types of paleontological resources that may occur in those deposits and their scientific significance, as well as the methods necessary to mitigate any impacts to those resources. Paleontological Identification Report/Paleontological Evaluation Report. The consultantteam will document the results of the fossil locality search through the NHMLA and the literature review in a PIR/PER. The PIR/PER will assess whether there are known or reasonably anticipated paleontological resources within the project footprint and based on the description of proposed work and excavation parameters, determine whether project excavation will impact those resources. If this research indicates

that significant resources may be impacted by project development, the PIR/PER will make recommendations regarding mitigation efforts and the preparation of a Paleontological Mitigation Plan (PMP). One round of consolidated review and comment is assumed for the Paleontological Identification Report/Paleontological Evaluation Report.

Deliverables: PIR/PER [Draft and Final]

- Water Quality (Optional)

The consultant team will prepare a Water Quality Assessment Report (WQAR) for the project that follows the Caltrans December 2022 Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed and drainage characteristics, surface receiving waters, groundwater hydrology, regulatory requirements, pollutants of concern, receiving waters conditions, objectives, and beneficial uses, and floodplains. The report will discuss construction site, Design Pollution Prevention, and Treatment Best Management Practices (BMPs) that are applicable to the project per Caltrans' Storm Water Quality Handbooks Project Planning and Design Guide. The WQAR will also discuss any Low Impact Development (LID) features that are included as part of the project to address water quality impacts. The project's impacts on water quality will be evaluated and pertinent regulations and/or avoidance, minimization, and/or mitigation measures, where appropriate and necessary to prevent adverse water quality impacts, will be identified.

Information to be obtained from the Storm Water Data Report (SWDR); and Hydrology Report and incorporated into the WQAR entails proposed construction and operational BMPs, disturbed soil area, new impervious surface area, additional impervious surface areas to be treated from the project, existing and proposed drainage patterns, existing and proposed rate and volume of stormwater runoff, and proposed construction and operational BMPs. Information on depth to groundwater, proposed depth of excavation or pile installation, the potential for groundwater dewatering during construction, soil types, and erosion potential will be obtained from project Geotechnical Report. Additionally, information on riparian habitat, jurisdictional waters, and aquatic-dependent species and impacts to those biological resources will be obtained from the natural resources evaluations. One round of consolidated review and comment is assumed for the Water Quality Assessment Report.

Deliverables: Water Quality Assessment Report [Draft and Final]

- Aerially Deposited Lead (ADL) Investigation (Optional)

The consultant team will prepare a workplan and submit to Caltrans for review.

Soil Samples: Caltrans requires ADL boring interval to be 300 feet or less, and depending on the lateral distance of the excavation, more than one-line of borings is sometimes required. We assume only one line of borings is required for this project. According to the Caltrans Guidance, samples for ADL testing should be obtained from depths extending to the bottom of proposed construction excavations. Since higher ADL concentrations are usually found near the ground surface and the ADL concentration usually diminishes with depth, we are proposing a two-phase program in an attempt to reduce costs. The boring and sampling depth for the first phase will be limited to 4 feet. If soils are determined to have high levels of lead, then a second phase field sampling would be required to collect samples from greater depths (to proposed excavation depths). The scope given below is for the first phase of work only.

We will excavate no more than 8 shallow borings, within Caltrans right-of-way, to collect near-surface material samples for ADL testing. Samples will be collected from borings excavated using a 3-inch stainless steel hand-auger. Near-surface soil samples will be collected approximately at 0.5, 1.5, 3 and 4-footdepths from each boring.

We will forward the soil samples to a California Certified analytical laboratory for testing:

- All samples shall be tested for total lead using U.S. EPA Method 6010B,
- Samples that contain greater than or equal to 80 mg/kg of total lead shall be analyzed for soluble lead using California Waste Extraction Test (citric acid extraction) for extractable lead,
- Samples that contain greater than or equal to 5 mg/l of extractable lead using CA-WET (citric acid), shall be analyzed using DE-WET (de-ionized extraction) for de-ionized extractable lead,
- Samples that contain greater than or equal to 1,000 mg/kg of total lead, or greater than or equal to 5 mg/l of extractable lead using CA-WET (citric acid) shall be analyzed using the EPA Toxic Characteristic Leaching Procedure (TCLP) for leachable lead, and
- Ten percent of soil samples collected shall be analyzed using U.S. EPA Method 9045C for pH.

Yellow Thermoplastic Traffic Stripping Samples: The yellow thermoplastic traffic striping will be sampled and tested for concentrations of lead and chromium. No more than 4 samples will be collected within
Caltrans right-of-way.

The retrieved paint samples will be immediately placed in clean glass jars with teflon lids. Jars will be labeled with project information including the project name and number, sample number, location from which the sample was collected, and date and time of sampling. All samples will be entered

on chain-of-custodyforms and transported to a certified laboratory for testing.

- Samples shall be analyzed for total lead using U.S. EPA Method 6010B,
- Samples shall be analyzed for Chromium using U.S. EPA Method 6010B,
- Samples that contain greater than or equal to 80 mg/kg total lead shall be analyzed for soluble lead using California Waste Extraction Test (citric acid extraction) for extractable lead,
- Samples that contain greater than or equal to 50 mg/kg total chromium shall be analyzed for soluble lead using CA-WET (citric acid extraction),
- Samples that contain greater than or equal to 100 mg/kg of total lead, or greater than or equal to 5 mg/l of extractable lead using CA-WET (citric acid) shall be analyzed using the EPA Toxic characteristic Leaching Procedure (TCLP) for leachable lead, and
- Samples that contain greater than or equal to 100 mg/kg of total chromium, or greater than or equal to 5 mg/l of extractable lead using CA-WET (citric acid) shall be analyzed using TCLP for leachable lead.

ADL Report: Following the ADL investigation, we will prepare a report for the project, summarizing the findings of the lead testing investigation. The report will include findings of the field sampling, results of laboratory tests and the statistical analysis, and recommendations for reuse of on-site soils excavated during construction.

Deliverables: ADL Report (pdf)

5.3.VISUAL IMPACT ASSESSMENT (VIA) OPTIONAL

VIA Work Plan: Develop a work plan explaining the assumptions and methodology for the Visual Impact Assessment to Caltrans Staff for review and approval prior to beginning the development of the VIA. The work plan will outline the level of VIA recommended for the project along with a preliminary outline, number of recommended visual simulations and key viewpoints recommended.

Visual Impact Assessment: We assume a VIA Memorandum, which analyzes the changes to the visual setting and aesthetics associated with construction and implementation of the project, shall be prepared. The analysis will be performed using methods and protocol developed by the Federal Highway Administration (FHWA) and adopted by the Caltrans and will utilize Caltrans' VIA Memorandum template. The principal components of the visual setting will be inventoried and shall include: views, viewsheds, viewer groups, visual resources and

the quality and character of the project corridor. We will consider and identify potential visual aesthetic treatments for the project which will enhance the project will also be identified and considered. A context sensitive solution approach shall be utilized and implemented in the preparation of the VIA Document.
As part of this task, we will attend up to three (3) meetings and coordinate with the Client, consultant, Caltrans and other key team members as requested and/or reasonably required to provide recommendations.

Deliverables:

- *VIA Work Plan (pdf)*
- *Memorandum Visual Impact Assessment Document (pdf)*

Assumptions:

A Sediment Transport Study is not required.

6. PLANS, SPECIFICATIONS & ESTIMATES (PS&E)

This task shall include detailed engineering calculations, design, construction plans, specifications and special provisions and engineer's construction cost estimate and bid schedule for the project that will enable the City to advertise and award the construction contract for the project.

The responsible Consultant/Engineer shall sign all Plans, Specifications, and Estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number. The Consultant shall prepare and furnish Special Provisions for items of work included in the plans which are not covered in the Standard Specifications, Caltrans-approved standard special provisions, and City approved standard special provisions.

Federal regulations require a Value Analysis study on all federal aided projects with a total cost (construction, right-of-way, and support) exceeding $50 million. The Hargrave Street Grade Separation will be federally funded and therefore a Value Analysis should be included in this scope.

6.1. REPORTS

Water Quality Management Plan

Consultant will prepare a Water Quality Management Plan (WQMP) for the project as required for urban runoff from municipal separate storm sewer systems (MS4 permit). The scope of the WQMP will include recommendations for post-construction permanent best management practices (BMPs), including source control (structural and non-structural) and treatment BMPs. Recommendations for BMPs will be incorporated into the project's PS&E. This work includes documentation and incorporation of environmental requirements and mitigation measures, NPDES, temporary and permanent BMPs, air/water quality, erosion/sediment control) into the Project construction documents.

Compliance with the Municipal Separate Storm Sewer Systems (MS4) Permit will be a dual process. Caltrans will require a Stormwater Data Report (SWDR) to comply with the MS4

Permit for work within their right-of-way. For the City portion, compliance with the Whitewater River Watershed MS4, a Water Quality Management Plan (WQMP) is required for Priority Development Projects. Since the grade separation project does not fit within one of the seven categories established in the guidance, a WQMP is not required; however, the MS4 Permit does require the project implement Best Management Practices to the Maximum Extent Practical (MEP), which will we document in the WQMP template format.

Assumptions:

- Consultant shall provide base Project data (areas, slopes, etc.) for the Storm Water Pollution Prevention Plan (SWPPP). The Contractor shall be required to engage a licensed engineer to prepare the SWPPP.

Deliverables:

- Water Quality Management Plan (WQMP)
- Storm Water Pollution Control Plans
- Storm Water BMP Plans
- Storm Water Pollution Plan Preparation (SWPPP)
- Notice of Intent

Hydrology & Hydraulics Reports

The Hydrology and Hydraulics Report shall quantify the magnitude and frequency of design flows from adjacent areas for the Project area, as well as the peak flows and volumes attributable to the proposed improvements. It will also include a description of the proposed on-site drainage improvements and any treatment Best Management Practices (BMPs) to be incorporated into the design to satisfy National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit (MS4 Permit) requirements.

The Consultant will investigate hydrologic and hydraulic features of the site as necessary to accommodate the grade separation.

Design storm events to be analyzed are 10-year, 50-year, and 100-year storm events.

Deliverables:

- Draft Hydrology & Hydraulics Report
- Final Hydrology & Hydraulics Report

Traffic Management Plan

A Traffic Management Plan (TMP) will be developed with the objective of the TMP being to provide continuous traffic circulation and access, with adequate space for safe and efficient construction. The TMP will be coordinated with project stakeholders. Development of the staged construction and traffic detours, closures or alterations to traffic patterns will be

included.

Prepare Caltrans District 8 Transportation Management Plan (TMP) Data Sheet for Caltrans approvals. Lane closure charts for the I-10 ramps will be provided by Caltrans and incorporated into the specifications.

We assume analysis of one alternate detour route and up to 10 intersections.

Since results are unknown, design for intersection improvements is not anticipated. If design is needed, temporary design plans would be considered as additional services or be provided by the Contractor.

The TMP shall be developed according to Caltrans TMP Guidelines. TMP strategies include:

- Public Information
- Motorist Information
- Incident Management
- Construction Strategies
- Demand Management
- Alternate Routes (or Detours)

Assumptions:

- Although the TMP shall be prepared per Caltrans guidelines, it is anticipated that Caltrans review and approval of the TMP shall be limited to portions impacting their right-of-way only.

Deliverables:

- Draft Traffic Management Plan
- Final Traffic Management Plan

Geotechnical Investigations & Report

Consultant shall conduct geotechnical investigation, and shall report findings to support structures, pavement, and other portions of the Project requiring geotechnical support.

Consultant will provide geotechnical, geologic and seismic design recommendations. Consultant will provide geotechnical and foundation recommendations for roadway, bridge, retaining walls, and other structures, as required.

Consultant will prepare a geotechnical, materials and bridge foundation report with information gathered during the site visit and review of existing subsurface data, geotechnical borings, results obtained from the alternative analysis, and the preliminary bridge and retaining wall foundation data.

Geotechnical Field Exploration & Laboratory Testing

It will be the responsibility of the Consultant to notify Underground Service Alert (USA) and provide traffic control. The approved locations will be marked in the field and USA will be

notified. Traffic control in the City right-of-way (when required) for the field investigation will be performed in accordance with the California Joint Utility Traffic Control Manual, the Manual on Uniform Traffic Control Devices (MUTCD) and the Standard Specifications for Public Works Construction per City requirements. Traffic control in Caltrans right-of-way will be performed in accordance with Caltrans Standard Plans.

The deep boreholes will be excavated using a truck-mounted rotary-wash drill rig. Soil cuttings will be temporarily stored onsite in 55-gallon drums, tested for contaminants, then disposed offsite. The shallow boreholes will be excavated using a truck-mounted or track-mounted drilling rig equipped with 8-inch diameter hollow-stem augers. Spoils generated from the hollow-stem auger borehole excavations will be mixed with cement and water and used to backfill the boreholes. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.

Laboratory Testing

Consultant field personnel will collect soil samples for laboratory testing, including bulk samples of near surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the Consultant laboratory.

Consultant will select representative soil samples for laboratory testing. Various laboratory tests will be performed to determine or derive physical and engineering characteristics of soils. Anticipated laboratory soil tests include: in-situ moisture content and density, grain size distribution, Atterberg limits, direct shear, consolidation, unconsolidated-undrained triaxial, R-value, maximum density and optimum moisture content, and soil corrosion tests. Tests will be conducted in general accordance with California Test methods or ASTM standards.

Preliminary Foundation Reports

PFRs are required for non-standard design elements located within Caltrans right-of-way only. Based on current project layout, Consultant will prepare a Preliminary Foundation Report (PFR) to provide preliminary geotechnical information to assist structural designers in the Type Selection process. These PFRs will be prepared using the available subsurface data and the format will be in accordance with the current Caltrans Guidelines.

Geotechnical Engineering Analyses

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purposes. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendations of an ARS curve for the bridge structural design.

- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridge and retaining walls.
- Assessment of global slope stability and settlement of embankments.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

Report Preparation

Consultant will analyze the results and present them in the geotechnical report. The geotechnical report will be prepared to include recommendations for design and construction of bridge foundations, bridge type selection, earth retaining structures, cut and fill slopes, pavement, and drainage facilities.

It is assumed that Caltrans will review only the improvements in their right-of-way; therefore, a Foundation Report will be prepared for retaining walls within Caltrans right-of-way. A Geotechnical Design Report and a Materials Report will be prepared for the improvements within Caltrans right-of-way. A Geotechnical Report will be prepared to include all other improvements within the project. The Foundation Report for non-standard retaining walls within Caltrans right-of-way will be prepared in accordance with the Caltrans Guideline-Foundation Reports for Earth Retaining Systems (ERS) dated June 2017. The Geotechnical Design Report (GDR) will be prepared in accordance with Caltrans guideline dated December 2006. The Materials Report will be prepared in accordance with Caltrans Highway Design Manual Topic 114 dated November 2017.

Assumptions:

- Geotechnical Investigation is allowed between 8am and 4pm on weekdays.
- Engineer Stamped Traffic Control Plans are not included. Any borings requiring traffic control are assumed to be performed in accordance with the WATCH Manual. If required, Consultant can prepare Traffic Control Plans signed by a licensed Civil or Traffic Engineer for geotechnical boring work for an additional fee.
- Infiltration testing is not anticipated.

Deliverables:

- Geotechnical Report
- Foundation Report (FR)
- Geotechnical Design Report (GDR)
- Materials Report (MR)

Landscape & Aesthetic Concepts

Based on input provided by the City, the stakeholders and the information gathered during the site reconnaissance, the Consultant shall define opportunities and constraints including site features and context, climatic influences, pedestrian and vehicular circulation systems,

landscape planting, and view corridors for use in the preparation of the landscape concept plan. Conceptual plans or exhibits shall be submitted. The landscape concept shall contain an initial plant palette, planting design, and median hardscape treatments. Consultant shall prepare an image board composed of relevant imagery. Proposed hardscape and softscape materials and finishes shall be included to further illustrate the design intent. Image boards may be presented at community outreach meetings, at the City's discretion.

Colored 2D exhibits shall be prepared for railroad bridge and retaining wall aesthetics. Aesthetic options may be presented at community outreach meetings for stakeholder input.

Assumptions:

- *Two (2) revisions to the landscape concepts is included in this scope.*
- *Bridge and retaining wall aesthetics/architectural features should be similar to those found at the Sunset Avenue Grade Separation in the City of Banning.*

Deliverables:

- *Landscape Concepts*
- *Bridge and Retaining Wall Aesthetic Concepts*
- *Existing Conditions Imagery*
- *Existing Context Diagram*
- *Opportunities and Constraints Diagram*
- *Design Narrative*
- *Site Features Inspiration Imagery*
- *Retaining Wall Aesthetic Concept Elevations*
- *Railroad Bridge Fencing Aesthetic Concept Elevations*
- *Pedestrian Fencing Aesthetic Concept Elevations*
- *Conceptual Hardscape Materials & Finishes Plan & Imagery*
- *Conceptual Planting Materials Plan, Palette List & Imagery*
- *Existing and Proposed Perspective Rendering Views*

Structure Type Selection Report

A Structure Type Selection Report will be prepared for the railroad bridge. The bridge type report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements, staging, and construction cost. Anticipated construction methods for building the bridge off-site and moving it into place will be identified in the Type Selection process and coordinated with the project geometry. Consultant will submit Type Selection documents to the City, UPRR and CUPC for review and approval.

A Type Selection Report (TSR) will be required to be prepared for the Hargrave Undercrossing Retaining Wall and for the Hargrave Street Underpass bridge. The TSR will follow the guidelines of Caltrans Memo to Designers (MTD), Section 1-29 “Structure Type Selection”,

and Caltrans Office of Special Funded Projects (OSFP) Information and Procedures Guide, Section 4-2 “Structure Type Selection”.

The purpose of the TSR is to further evaluate the design of each structure and selected the appropriate structure and will conduct a constructability review to identify any potential challenges with the selected structure type. The TSR will encompass:

- Type Selection Memo: this will document the selection process used to choose the type of structure, it will discuss the pros and cons of the structure and potential construction challenges associated with the chosen structure, the design criteria that will be used including the seismic design criteria, and preliminary foundation recommendations that will be based off the Preliminary Geotechnical Report.
- General Plan of the proposed structure: This will include an Elevation View, Plan View, and Typical Section for each structure.
- General Plan Estimate: This will be the estimated construction cost for the proposed structure based on a high-level quantity takeoff for each structure.

The TSR for the underpass will be submitted to the City, UPRR, and CPUC for review and approval. The TSR for the undercrossing walls will be submitted to the City, and Caltrans. It is anticipated that a Type Selection Meeting (TSM) will be required for each structure. A TSM is expected with Caltrans for the Hargrave Street Undercrossing retaining wall, and a TSM is expected with UPRR for the Hargrave Street Underpass. Each of these meetings are expected to be virtual.

Deliverables:

- *Structure Type Selection Report*
- *I-10 Hargrave Street Undercrossing Retaining Wall TSR*
- *Hargrave Street Underpass Bridge TSR*
- *Virtual TSM with Caltrans for the I-10 Hargrave Street Undercrossing Retaining Wall*
- *Virtual TSM with UPRR for the Hargrave Street Underpass Bridge*

6.2. CALCULATIONS

All roadway calculations and structural analyses and design will be performed using Caltrans’ current standards and requirements.

Civil/Survey Calculations

The Consultant shall provide the following roadway calculations:

- Geometric traverse and right-of-way
- Template notes and slope staking note.
- Profile
- Grid grades.

Survey calculations shall include measurements of square footage for certain fee takes and the associated closure reports necessary for PS&E.

Quantity calculations shall be submitted with the Cost Estimates.

Calculations shall be submitted at the 60% and 90% milestones and updated as required beyond the 90% milestone. The 60% calculations (Draft) shall undergo a cursory QA/QC review. The 90% (Final) calculations shall be fully checked and reconciled.

Assumptions:

- *Cross sections for proposed roadway features (CL, TC, FL) will be provided at 25- foot intervals and key points.*

Deliverables:

- *Draft Civil/Survey Calculations*
- *Final Civil/Survey Calculations*

Structural Calculations

Structural calculations shall be provided for the bridge and any retaining walls that are not covered by Caltrans Standard Plans or are manufacturer-/contractor-designed retaining walls. AASHTO and Caltrans criteria shall govern the design of the structures.

Calculations shall be submitted at the 65% and 95% milestones and updated as required beyond the 95% milestone. The 65% calculations (Draft) shall undergo a cursory QA/QC review. The 95% (Final) calculations shall be fully checked and reconciled with the Independent Checker. Supplemental calculations will be submitted at 100% as needed.

The design of the Hargrave Street Undercrossing Retaining Walls will utilize AASHTO LRFD Bridge Design Specifications 8th Edition with interims from Caltrans, Caltrans Memo to Designers, and Caltrans Seismic Design Criteria, along with Caltrans Standard Plans and Specifications.

The design of the Street Underpass will utilize the latest version of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Code as required by UPRR.

Deliverables:

- *Draft Structural Calculations at 65%*
- *Final Structural Calculations at 95%*
- *Supplemental (or Updated) Structural Calculations at 100%*

Independent Check

Independent Structural Calculations shall be performed between the 65% and 95% milestones.

Assumptions:

- The bridge and retaining walls shall undergo a full independent check, and the deliverable shall include a second set of independent structural check calculations.

Deliverables:

- Independent Structural (Bridge) Calculations

6.3. PLAN PREPARATION

Plans shall be prepared and submitted for the 35%, 65%, 95%, 100% and Issued for Bid (IFB) (or Final) milestones. All plan checks, except Caltrans, UPRR and CUPC plan reviews, shall be submitted electronically through the City of Banning plan check portal. One (1) set of 24-inch x 36-inch original mylar signed/sealed plans shall be submitted for the IFB submittal.

Plans shall be prepared electronically according to the CADD Standards established in the approved Project Management Plan.

The following sections of this Scope of Services describe specific categories of plans (e.g. Roadway Plans). Consultant shall not submit plans separately; all plans noted shall be submitted as a combined set at each milestone submittal.

Based on feedback received during the Project Concept Report phase from the City, Caltrans, and UPRR, we will prepare 35%, 65%, 95%, and 100%, and Issue for Bid (IFB) Plans to the City for review and comment. The plans will include the necessary civil and structural modifications within the project area. The scope and fee are based on the attached sheet count.

The plans will be prepared in accordance with applicable City of Banning, County of Riverside, Caltrans, Standard Plans for Public Works Construction, and CA MUTCD, and UPRR standards.

General Plans

General plans may include title sheet, vicinity and location map, sheet index, location map, construction notes, construction legend, standard symbols, telephone numbers of utilities and other affected agencies and businesses, basis of bearing and benchmark, general notes and abbreviations.

Deliverables:

- 35%, 65%, 95%, 100% Plans

Survey Control Plan

Survey and horizontal control plan shall be developed to provide street and rail centerlines and bridge ties to establish project control points.

Deliverables:

- 65%, 95%, 100% Plans

Right-of-Way Plans

Sheets shall delineate the existing right-of-way, and the acquisitions and easements (specifically Temporary Construction Easements) that are available for the Contractor's use.

Assumptions:

- Temporary Construction Easements will not be shown elsewhere in the plans. If the City desires to show them in the plans, they will appear only on the Right-of-Way Plans.

Deliverables:

- 65%, 95%, 100% Plans

Roadway Plans

Roadway or related facilities plans shall be prepared in conformance with the current City Design and Standard Plans for roadway within City right-of-way and shall be per Caltrans standards and requirements within Caltrans right-of-way.

Roadway plans will include demolition and removal plans, typical sections, plan and profile, intersection details, off-site improvement plans, contour grading plans, temporary water pollution control plans, erosion control plans and construction details.

Working roadway cross sections will be prepared but we do not anticipate including these in the final plan set.

Roadway plans may include:

- Demolition and Removal Plans
- Typical Sections
- Cross Sections
- Plan and Profile
- Intersection Details
- Off-Site Improvement Plans
- Grading Plans
- Erosion Control Plans
- Construction Details

Deliverables:

- 35%, 65%, 95%, 100% Plans

Railroad Tracks Plans

Railroad tracks or related facilities plans shall be prepared in conformance with the current UPRR and CUPC standards and requirements within UPRR right-of-way.

Prepare railroad track plans in conformance with current UPRR and CPUC standard plans and formatting requirements that will include the following: general notes, details, construction phasing, shoofly typical sections, shoofly plan and profile, shoofly geometry table, shoofly cross sections, mainline track typical sections, mainline track plans and profile, mainline track geometry table, and mainline track cross sections. Railroad plans assume mainline track does not need to be raised.

Railroad plans may include:

- Mainline Tracks Plans
- Shoofly Tracks Plans
- Typical Sections (Mainline & Shoofly)
- Cross Sections (Mainline & Shoofly)
- Plan and Profile (Mainline & Shoofly)
- Geometric Data Table (Mainline & Shoofly)

Deliverables:

- 35%, 65%, 95%, 100% Plans

Traffic Plans

Traffic plans may include:

- Traffic Signal Plans
- Pavement Delineation & Signage Plans
- Traffic Handling Plans
- Stage Construction Plans
- Detour and Construction Area Sign Plans
- Street Lighting Plans

Traffic Signal Plans will be prepared for the intersections of Hargrave Street and I-10 EB On/Off ramps and Hargrave Street and I-10 WB On/Off ramps.

Pavement Delineation & Signage Plans will be prepared for Hargrave Street from Ramsey Street to Lincoln Street.

Traffic Handling Plans will be prepared for the project along Hargrave Street from Ramsey Street to Lincoln Street.

Stage Construction Plans shall identify the general sequence of work. The Construction Schedule shall be based on the stages shown in the plans.

Detour and Construction Area Signage Plans will be provided showing routing (detours) for any full closures (such as long term, overnight, or weekend closures). Detour Plans will be provided for Hargrave Street, Lincoln Street, I-10 EB/WB On-ramp closure, and I-10 EB/WB Off-ramp closure.

Street Lighting Plans shall be provided for Hargrave Street and I-10 ramps within the project limits. Lighting will be required under the railroad bridge structure. It is assumed that no temporary lighting will be required. Photometry will be developed, and the plans will depict pole and luminaire type and locations, pull box and power source locations, and wiring/circuit diagrams, schedules, and details (as necessary).

Traffic plans will include traffic signal plans, pavement delineation and signage plans, traffic handling plans, stage construction plans, detour and construction area signs, and street lighting plans. We anticipate three construction phases for the phasing plans.

Deliverables:

- 35%, 65%, 95% and 100% Plans

Utility Plans

Consultant shall identify existing utilities based on collected record, survey, and pothole data. Disposition (protect-in-place, abandon, relocate, relocate by others, etc.) of existing utilities shall be identified.

Proposed utility locations shall be based upon the Consultant's designed elements as well as information provided by third-party utility companies, including the undergrounding of electrical, telephone, cable facilities and petroleum transmission pipelines. Consultant shall design the City Utility relocations per the Cities' standards.

Consultant will develop a concept that relocates the sewer, water, and gas conflicting utilities along a new utility route. This concept will route the sewer lines along Livingston Street across the tracks to Florida Street and run east along John Street to tie back in at Hargrave Street. Water and other dry utilities will be relocated deeper within Hargrave during the excavation of the road. Data tables for each utility identifying size, material, class, bearings, lengths will be included on each plan sheet. Demolition or abandonment limits of existing utilities will be identified.

Sanitary Sewer Plans: Existing City sanitary sewer facilities are located along Hargrave Street. The existing sewer main along Hargrave Street between Ramsey Street and Lincoln Street will require lowering to provide clearance for the new railroad bridge abutments. The existing sewer main goes from 8-inch VCP sewer main from Ramsey Street to John Street to 15-inch VCP sewer main from John Street to Lincoln Street. There are also three sewer manholes that will need to be reconstructed. The Consultant shall consider the need for a sewer bypass to maintain uninterrupted service during the construction phase. The 15-inch VCP sewer main along John Street will need to be adjusted to tie into the sewer main on Hargrave Street. Private property sewer lateral detail plans will be provided for re-establishing sewer lateral connections for the existing commercial buildings and residential houses adjacent to Hargrave and John Street to the newly constructed sewer mains.

Water Plans: Existing City water line facilities are located along Hargrave Street. The existing 14-inch CMLWS water main along Hargrave Street between Ramsey Street and Lincoln Street will require lowering to provide clearance for the new railroad bridge abutments. Private property water service detail plans will be provided for re-establishing service connections for the existing commercial buildings and residential houses adjacent to Hargrave Street to the newly constructed water main.

Kinder Morgan Oil Pipeline: Existing 20” Kinder Morgan Oil pipeline is located 65 ft south of the train tracks. This pipeline runs along the train tracks within the project area limits. The Consultant shall coordinate with Kinder Morgan on the relocation plans to accommodate the new railroad bridge abutments.

Pothole Data Sheet(s): The potholes shall be identified on the plans. A pothole log shall be provided depicting station/offset, coordinates of pothole, utility information such as size, material, and depth, and elevations of existing ground and top of utility.

Assumptions:

- Existing utilities will be protected when possible.
- Sewer, oil and water proposed relocations will be done in-kind for pipe size and materials.

Deliverables:

- 35%, 65%, 95% and 100% Plans

Landscaping & Irrigation Plans

Landscape and Irrigation plans shall be prepared in conformance with City's Specific Plan, City's Water Conservation Ordinance and Caltrans standards and requirements.

Landscaping Plans shall indicate plant species, sizes, quantities and locations with notes, legends, detailed reference callouts and planting details.

Irrigation Plans shall indicate all components and facilities for a permanent automatic irrigation system to support the improvements. Irrigation systems include, but is not limited to, sprinkler head layout, piping, valves, water supply Point-of-Connection(s), irrigation controllers with notes and callouts. Irrigation system design shall incorporate current industry technology and installation methods to produce an efficient system operating within a public environment. Also included shall be the equipment and material legends, and installation details for proposed irrigation facilities.

Prepare landscape irrigation plans, details, notes and calculations portraying irrigation connection, backflow, controller, mainlines, sleeves, lateral lines, head layout and emitters for 100% coverage. The irrigation design will meet the specifications set forth in the State's Water Efficiency Ordinance. Irrigation system design shall incorporate current industry technology. Plans will provide notes for restoring existing landscape at the edges of the limits of work where there is disturbance due to the new irrigation design. It is understood that reclaimed water lines do not exist within the project limits.

Prepare landscape plans, schedule and details illustrating areas of planting, limits of planting, plant species, quantities, size, on-center spacing, water classification, details and notes. All proposed plantings will comply with the State's Water Efficiency Ordinance.

We do not anticipate any irrigation systems within UPRR or Caltrans right-of-way.

Assumptions:

- Off-site landscaping is limited to restoring existing landscaping within the areas of disturbance for the proposed improvements.
- Reclaimed Water lines do not currently exist within the project limits.

Deliverables:

- 35%, 65%, 95% and 100% Plans
- Irrigation Plans
- Irrigation Details
- Irrigation Schedule and Notes
- Planting Plans
- Planting Details
- Planting Schedule and Notes

Drainage Plans

Plans shall be provided for any proposed storm drain facilities, including Post Construction Structural BMPs. Plan and profile sheets shall be provided for all mainline storm drains. Plans shall include connector pipe profile sheets and miscellaneous construction detail sheets, as required, for detailing connections to existing facilities, and other miscellaneous details.

The primary conveyance system within the project area is surface flow that is collected in a ditch that runs along John Street, Banning Airport and eventually to the east into Smith Creek Channel. There is also an RCP that ranges in size from 30-inch to 54-inch owned by RCFC & WCD that collects stormwater along Hargrave Street and adjacent properties south of the train tracks all the way to Smith Creek Channel.

Drainage plans will depict the proposed system connecting to the existing system that exists as part of the City Master Plan at the intersection of Lincoln and Hargrave Street. We anticipate designing a new storm drain from the sump that extends to the south parallel to the existing storm drain due to grade differential. This will join the existing City maintained portion of the system at Barbour Street.

Deliverables:

- 35%, 65%, 95% and 100% Plans

Bridge Plans

Layout sheets, elevations and details shall be provided for the structure selected in the Structure Type Selection Report.

Prepare a UPRR format bridge plan for the Hargrave Street Underpass railroad structure selected in the Structure Type Selection Report.

The 35% plans shall consist of the General Plan and Foundation Plan.

Caltrans Standard Plans and City/County Standards may be referenced, where applicable.

Deliverables:

- 35%, 65%, 95% and 100% Plans

Retaining Wall Plans

Layout sheets, elevations and details shall be provided for the necessary retaining walls on the project. The analysis, design, and layout of retaining wall types are included in this scope. The Consultant shall coordinate with Caltrans on the type of retaining walls needed for this project.

Caltrans Standard Plans and City/County Standards may be referenced, where applicable.

35% plans shall show preliminary layouts but retaining wall details will not be included at that submittal milestone.

We anticipate the following:

- Two ground anchor walls under I-10

- Two Caltrans Standard Modified Type 1 walls along the south side of the westbound ramp intersection
- Two Caltrans Modified Type 1 walls along the north side of the eastbound ramp intersection
- Two cantilevered concrete retaining walls on the north side of the railroad bridge
- Two secant pile walls south of the UPRR bridge in the higher retained areas between Lincoln Street and the UPRR right-of-way
- Two Caltrans Standard Modified Type 1 walls near Lincoln Street in the shorter retained areas where these are more cost-effective.

The additional walls located outside of Caltrans and UPRR right of way, that are located south of the proposed UPRR underpass have been scoped to be modified Caltrans Standard Plan walls, with the exception of the wall that will be required to support the Banning Industrial Park. A total of 10 sheets have been assumed for these walls.

Deliverables:

- 35%, 65%, 95% and 100% Plans

Log of Test Borings

Log of Test Borings sheets will be included as part of the structure plans. The consultant shall prepare the Log of Test Borings sheets in accordance with Caltrans Standard Procedures.

Deliverables:

- 35%, 65%, 95% and 100% Plans

6.4. SPECIFICATIONS

The Consultant shall prepare and furnish Special Provisions for items of work included in the plans which are not covered in the Standard Specifications, Caltrans-approved standard special provisions, and City approved standard special provisions.

Technical Specifications and Special Provisions shall conform to the Greenbook and the City of Banning Department of Public Works latest and Caltrans Standard Specifications and standards for the bridge and retaining wall portions of the design.

The consultant team will prepare technical specifications based upon the boiler plate supplied by the City. Bid items will be described as reasonably required in the General Provisions and will be incorporated in the Contractor’s bid list. References for the technical provisions to the City Standards and Standard Specifications for Public Works Construction (Greenbook), Caltrans, or other appropriate specifications will be shown. 35% specifications will take the City boiler plate and provide a draft version that identifies the technical sections needed for the project.

Assumptions:

- Technical Specifications and Special Provisions shall be prepared in Microsoft Word format.
- General Conditions (boilerplate) shall be provided by the City and shall be updated by the Consultant.

Deliverables:

- 35%, 65%, 95% and 100% Plans

6.5. COST ESTIMATES

Throughout the development of the PS&E, the Consultant shall update the preliminary cost estimate.

For construction costs, Consultant shall provide detailed project quantity estimates and cost estimates at the 65%, 95%, 100%. Bid Schedules shall also be provided with each line item referenced to a payment item in the Specifications. The 35% Cost Estimate shall be detailed but will not include cross-references with the Specifications and the Bid Schedule.

In addition to construction cost, overall capital costs (including right-of-way and soft costs) shall also be provided at each milestone. Costs other than construction costs will require input and direction from the City.

The consultant team will prepare an Opinion of Probable Construction Costs (OPCC) based on anticipated construction items and quantities for comparison to project budget and assistance during the Contractor's bidding process. Unit prices will be derived from readily available current bid information based on similar projects within the area. Backup will be generated for lump sum items. Contingencies will be shown, as agreed upon with City staff.

Assumptions:

- Cost Estimates shall be prepared in MS Excel format.

Deliverables:

- 35%, 65%, 95% and 100% Plans

6.6. CONSTRUCTION SCHEDULE

The Consultant shall prepare a minimally detailed construction Critical Path Method (CPM) schedule to support the calculation of the number of Working Days for the Project construction. The CPM schedule shall be provided at the 35%, 65%, 95%, and 100% milestones.

Deliverables:

- 35%, 65%, 95% and 100% Plans

6.7. VALUE ANALYSIS

The Consultant will provide a Value Analysis (VA) in accordance with Caltrans PDPM Chapter 19. This entails the following:

- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a VA study in accordance with Caltrans value methodology.
- Provide VA study documentation in accordance with City of Banning guidance.

- Ensure that applicable data and correspondence and any other relevant information necessary for the VA study is collected, developed, and distributed.
- Facilitate VA Team Meetings.
- Develop the Draft VA Study Charter (Attachments A, B, and C per the Caltrans Team Guide).
- Leading VA study. Participants will include the City of Banning, project development team staff, and key outside project stakeholders (local transportation agencies, local government, and permitting agencies). It is assumed that the City will provide any independent VA team members.
- Complete the Preliminary VA Study Report with input/review of VA Team and technical reviewers in accordance with the VA Report Guide – Third Edition and with the following items:
- A distribution list for the VA reports must be developed with the City.
- Submit Preliminary VA Study Report as an electronic copy; no more than 2 weeks following Initial VA Presentation, as specified in the report distribution list.
- Coordinate with the City on the project stakeholders' responses to the Preliminary VA Study Report and prepare for an implementation meeting to resolve the disposition of the VA alternatives and finalize the VA study reportables (costs, performance, and value indices).
- Submit Final VA Study Report as specified in Caltrans VA Report Guide – Third Edition. Report should be submitted no more than 3 weeks following VA Final Presentation. Final VA Study Report will be an electronic copy in PDF format.
- Provide Caltrans HQ VA Program Manager electronic copies of the Preliminary and Final VA Study Reports so they can be included in their annual reports to FHWA.

Deliverables:

- Preliminary and Final VA Study Report

7. RIGHT-OF-WAY

Licensed land surveyors will perform right-of-way engineering, mapping, and field surveys required for this task. This Project will require the acquisition of additional right-of-way. The acquisition process shall be conducted in accordance with the California Government Code, Code of Civil Procedure, and corresponding Regulations. City will review and approve all right-of-way-related work and deliverables.

7.1. RIGHT-OF-WAY REQUIREMENTS

The Consultant shall determine right-of-way needs and prepare exhibit strip plot map for submittal to Caltrans Right-of-Way. The Consultant shall identify the need for new right-of-way, new access control, permanent easements, and temporary construction easements. The Consultant shall coordinate with affected agencies to determine right-of-way impacts (including utility right-of-way needs). Caltrans will approve right-of-way requirements prior to initiating preparation of right-of-way maps.

The consultant team will prepare Parcel Impact Memorandums for up to four (4) commercial businesses. The memorandums will summarize temporary and permanent impacts to these businesses to assist in negotiations, agency approvals, and documentation of right-of-way

requirements.

Deliverables:

- Right-of-Way Requirements Map

7.2. RIGHT-OF-WAY MAPS

The Right-of-Way Base Map prepared during the data collection phase shall serve as the base map indicating existing features. Right-of-Way Maps shall include the following:

- Consultant shall identify improvements including monument business signs etc. that will be removed and or relocated as a part of the Project.
- Consultant shall prepare right-of-way maps at a scale approved by Caltrans reflecting right-of-way for the Project, including acquisitions and easements required for maintenance access, drainage, material sites, utilities, and construction work areas, as necessary. The Consultant shall also show access control.
- Consultant shall perform the Pre-Construction Record of Survey.
- We anticipate providing right-of-way requirement mapping in our plan set and updating at each identified submittal.

Deliverables:

- Right-of-Way Map

7.3. APPRAISAL MAPS, PLATS, AND DESCRIPTIONS

- The Consultant shall hire a Right-of-Way Acquisition Consultant to prepare legal descriptions, plats, deeds, and maps for each parcel acceptable to Caltrans and the City for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction of the Project.
- The Consultant shall prepare legal descriptions, plats, and maps acceptable to utility companies (as required) and the City for conveyance of marketable title interests and accurate representation of easements necessary for construction of the Project.
- The Consultant shall prepare right-of-way maps acceptable to Caltrans.
- A licensed Appraiser hired by the Consultant will be responsible for the preparation of appraisals as required by Caltrans. The appropriately licensed appraiser shall be used for commercial/industrial buildings, private homes etc. Consultant shall provide the required documentation to the Right-of-Way Acquisition Consultant to allow them to prepare the necessary appraisals for any property required for the Project.
- An experienced Right-of-Way Acquisition Consultant shall be responsible for right-of-way negotiations and coordination with City representatives.
- The Consultant shall prepare the necessary Caltrans Local Assistance Paperwork associated with utility relocations.

Consultant shall prepare exhibits and descriptions for Temporary Construction Easements (TCE) to assist the City's Right-of-Way Consultant in performing appraisals and acquisitions.

Land Title Services

The consultant team has an acute understanding of the history of government patents and the determination of land grant ownership priority rights. We will secure Preliminary Title Reports and Litigation Guarantees early in the acquisition process. When reports are delivered, our team will review and create Exception Reports, noting any exceptions that need to be cleared during the acquisition process. Our title team reviews all California Code of Regulations (CC&R's) to ascertain any issues that need to be addressed during the acquisition process.

Real Estate Appraisal Services/Appraisal Reports

The consultant team will coordinate the preparation of appraisal reports that will be used for the proposed acquisition of the property rights required. Our team of appraisers will appraise the necessary permanent and temporary property rights required for project. Valuations will include a determination of the Highest and Best Use of Properties, an analysis and determination of the "larger parcel" (as defined by: Use, Contiguity, Common Ownership) as well as severance damages, if applicable to partial acquisitions. Appraisal reports will be used to establish the fair market value and become the basis for the determination of Just Compensation set by the County. All appraisals will be in compliance with Caltrans requirements and USPAP (Uniform Standards of Professional Appraisal Practice). For non-complex acquisitions with valuations less than $15,000, Paragon will provide Broker Opinions of Value/Waiver Valuations in lieu of appraisal reports.

Acquisition Services

The consultant team will perform the required acquisition services in accordance with the Caltrans Right of Way Manual; the Uniform Relocation and Real Property Acquisition Policies Act (49 CFR Part 24), as amended; Title 25 California Code of Regulations; California Code of Civil Procedures and the County own policies and procedures. The consultant team will prepare Receipt of Offer packages which list in detail all components of the offer delivered to the Owner. A thorough Quality Assurance /Quality Control (QA/QC) will be performed by the Project Manager.

The consultant team will meet with Owners or their representative, (typically 3 contacts or more) from the date the offer is tendered until the signing of a purchase and sale agreement. The consultant team will contact and negotiate in good faith with the property owner, owner's agent, tenants and/or lessees (as required and appropriate) at appointed times convenient for them to present the formal written offer. The offer will be delivered in person and the agent shall explain the relevant details of the acquisition. Paragon takes pride in its ability to successfully negotiate property and property rights agreements and settlements using good interpersonal skills, a sound understanding of the facts and issues, and solid technical prowess.

The consultant team will maintain a parcel diary of all pertinent information and contacts made with respect to the acquisition negotiations. The diary will be updated documenting every contact with each property owner, including a summary of the status of negotiations indicating the concerns of the owner and all relevant information about the status of negotiations. We will coordinate the acquisition process

with the County, legal counsel and property owners. The executed documents (acquisition agreements and executed deeds, etc.) will be promptly transmitted to your team for acceptance and processing.

Relocation Assistance Services

The consultant team will prepare and present the General Information Notice, Relocation Brochure, Notice of Eligibility and conduct interviews with the tenants immediately after the offer is presented.

For the relocations required, we will contact and interview site occupants to discuss the project and their relocation needs and preferences. This is when the agent needs to receive information from the displace in order to ascertain their needs and desires for a replacement site.

The consultant team will keep detailed, up to date and concise files for each displaced business, person or household and will personally inspect all referral and replacement properties to confirm they are decent, safe and sanitary (DS&S) and meet the needs of the displaced person(s). We will verify that move bid specifications are obtained for each commercial displace. A determination of furniture, fixture and equipment (FF&E) ultimate disposition will take place early. We will prepare and negotiate FF&E offers.

We assume that coordination and managing the disposition of Surplus Properties is excluded.

Assumptions:

- We anticipate up to 20 plats and legal descriptions.
- We assume no right-of-way transactions with Caltrans.

Deliverables:

- Plats and Legal Descriptions
- TCE Descriptions & Exhibits

8. COORDINATION, AGREEMENTS & PERMITS

This task encompasses coordination with the City and its various departments (such as Public Works, Community Development, Banning Electric Utility, Water and Wastewater, Transit, Police etc.), other involved agencies, private property owners and business owners for compatible design and phasing of construction with existing and proposed conditions. This task also encompasses the agreements and permits necessary to design and construct the Project.

Coordination may include:

a. Union Pacific Railroad (UPRR), Amtrak Sunset Limited, and the California Public Utilities Commission (CPUC)
b. Caltrans District 8 (Caltrans)
c. Riverside County Flood Control and Water Conservation District (RCFC&WCD)
d. United States Army Corps of Engineers (USACE)
e. Regional Water Quality Control Board (RWQCB)
f. California Department of Fish and Game
g. Non-City Affiliated Utility Companies (Gas, Frontier, Edison etc.)

h. Property and business owners, and residents

The Consultant shall provide technical support and prepare documents necessary for executing agreements and obtaining permits needed for the construction of the Project. Permits anticipated for the construction of the Project include:

i. UPRR Construction & Maintenance Agreement
j. CPUC General Order 88-B Application
k. Caltrans Encroachment Permit
l. RCFC&WCD Encroachment Permit

Permits necessary for the design of the project shall be obtained by the Consultant (with City assistance, as necessary). Permits anticipated for the design of the Project include:

m. UPRR Right-of-Entry Permit
n. RCFC&WCD No-Fee Access Permit
o. Caltrans Encroachment Permit (for surveying, potholing, etc.)

The Consultant shall provide technical support and required documentation to the Right-of-Way Acquisition Consultant for escrow agreements, temporary and permanent easements, County recordation, all required notices associated with the acquisitions and permits.

City shall pay for (or reimburse) any permit fees required for design and construction.

City shall waive (or pay other departments for) any permit fees related to survey, potholing, geotechnical investigation, etc. within City right-of-way.

We have assumed an allowance of $15,000 for permit fees.

Deliverables:

- Permits, as required for design and construction.

8.1. UNION PACIFIC RAILROAD (UPRR)

Coordination with UPRR Railroad will include a Right-of-Entry Agreement, the preparation and execution of a Construction & Maintenance Agreement, and plan submittals and review.

The Right-of-Entry Agreement will be executed between UPRR and the Consultant, permitting access for data collection (e.g. survey). All personnel entering UPRR's right-of-way shall complete Union Pacific Property Access Training (UP-PAT).

We have assumed an allowance of up to $15,000 for the UPRR License Fee, which will be determined by UPRR.

Assumptions:

- The Consultant shall pay the License Fee and shall be reimbursed by the City.
- Use of the UPRR right-of-way during design shall be limited to survey. and field inspection. Geotechnical investigations and potholing shall be performed outside of the UPRR right-of-way.

Deliverables:

- UPRR Right-of-Entry Agreement

Construction & Maintenance Agreement

Review and approval of the design by UPRR will be required. Formal approval is expected to be provided through execution of a Construction and Maintenance Agreement. The Consultant shall prepare the text and associated exhibits.

Deliverables:

- UPRR Construction & Maintenance Agreement

Submittals

The Consultant shall submit plans to UPRR via the City for review and approval. The requirements of the UPRR/BNSF Guidelines for Railroad Grade Separation Projects shall be followed, which includes the following submittals for Overpass structures:

- Concept Submittal
- 30% Submittal
- Final Plans Submittal

The Concept submittal shall include the following:

- Plan, Elevation, and Typical Section of proposed grade separation.
- Photo log with pictures of the proposed project location. Site pictures shall be in all controlling directions including North, East, South, and West. The plan view should show a reference location and direction for each picture.

The 30% submittal shall include the following:

- Applicant response to Railroad review comments on the concept submittal. The 30% submittal shall reflect concept review comments.
- Design Plans showing a Plan View, Elevation View, Typical Section, Construction Notes and Railroad Profile Grade Diagram.
- Project Specifications and/or Special Provisions, including Railroad coordination requirements.
- Shoofly Design Plans
- Drainage Report (as required).
- Construction Phasing Plans must show all required phasing, construction procedures, temporary shoring layout, controlling dimensions and elevations.

The Final Plans submittal shall include the following:

- Applicant response to Railroad review comments on the 30% submittal. The Final Plans submittal shall reflect all previous review comments.
- Design Plans showing a Plan View, Elevation View, Typical Section, Construction Notes and Railroad Profile Grade Diagram.
- Project Specifications and/or Special Provisions, including Railroad coordination requirements.

- Drainage Report (as required).
- Construction phasing plans must show all required phasing, construction procedures, temporary shoring layout, controlling dimensions and elevations.

At the conclusion of plan review and comment resolution, it is expected that UPRR will issue a letter of project acceptance.

Assumes UPRR will provide the initial construction and maintenance agreement, and our team will provide input. The City will provide necessary information not readily available to the consultant team. The City will take the lead in negotiating the agreement with UPRR.

Deliverables:

- UPRR Concept Submittal
- UPRR 30% Submittal
- UPRR Final Plans Submittal

8.2.CALIFORNIA PUBLIC UTILITIES COMMISSION (CUPC)

The Consultant shall provide the City will the necessary support, applications, drawings, exhibits, meetings, and other material required to obtain CPUC approval. For a General Order 88-B, the application package may include:

- Request to CPUC Staff for Authorization to Alter Highway-Rail Crossing Pursuant to General Order 88-B (Application Form)
- Vicinity Map
- General Plan & Profiles
- CEQA Notice of Exemption
- Traffic Handling Plans
- Interim Conditions

Deliverables:

- CPUC Field Diagnostic Meeting
- CPUC General Order 88- B Application
- The consultant team will provide the City with the necessary support, applications, drawings, exhibits, meetings, and other material required to obtain CPUC approval of the proposed grade separation of the Hargrave Street At-Grade Crossing (DOT#760695J, CPUC#001B-568.80). This scope assumes CPUC approval will be obtained through the General Order 88-B process, and that the existing grade crossing will be removed and there will not be a temporary grade crossing with the shoofly tracks. Crossing warning device relocations and pre-emption calculations are excluded from this scope. The consultant team will organize and facilitate one virtual diagnostic meeting, one field diagnostic meeting, and one review/coordination meeting during the application process. For a General Order 88-B, the application package encompasses:
- Request to CPUC Staff for Authorization to Alter Highway-Rail Crossing Pursuant to General Order 88-B (Application Form)

- Vicinity Map
- General Plan and Profiles
- Traffic Control Plans
- Construction Staging Plans
- CEQA Notice of Exemption

8.3. CALTRANS DISTRICT 8

Caltrans may exercise review and approval function through the City Project Manager at key points in the development process. All contacts with Caltrans will be directed through the City Project Manager.

The Consultant shall complete a Design Information Bulletin (DIB) 78-04 checklist for the geometric design. Once the DIB 78 is reviewed by Caltrans, Design Standard Decision Document (DSDD) for bold design exceptions and for underlined design exceptions will be prepared for Caltrans approval.

The Consultant shall complete the Design Engineering Evaluation Report (DEER) and shall support the City in obtaining an Encroachment Permit.

Deliverables:

- Caltrans Design Engineering Evaluation Report
- Caltrans Encroachment Permit
- The consultant team will obtain encroachment permits for geotechnical work, hazardous materials testing, and survey within Caltrans right-of-way.
- It is assumed that Caltrans approvals will be processed through the Design Engineering
- Evaluation Report (DEER)/Short Form Quality Management Assessment Process (QMAP). This encompasses preparing a DEER report per the Caltrans standard template which will summarize the project. The DEER report will be prepared in parallel with design development and while an encroachment permit is issued. We assume a dual permit is needed; one for applicable items in the design phase and another that the contractor will submit along with items that are required from them (i.e. SWPPP, insurance, etc.).
- If non-standard features are determined during design within Caltrans right-of-way, the consultant team will prepare a Caltrans Design Standard Decision Document (DSDD) to document and obtain approvals of non-standard features. For budgetary purposes, we have assumed up to ten nonstandard features will be documented.

8.4. RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

The Consultant shall coordinate with RCFC&WCD for access to their right-of-way during the design phase via an Access Permit. A No Fee Access Permit typically covers:

- Environmental or Engineer surveys
- Site reconnaissance

- Water sampling
- Temporary access for staging work

The Consultant shall assist the City in obtaining an Encroachment Permit (if required) for construction. An Encroachment Permit typically covers:

- Trenching for installation of water, sewer, storm drain, cable, and other utilities
- Aerial utility crossings
- Water monitoring and extraction wells, soil sample borings, and potholes
- Construction of trails, bridges, and other recreation/transportation features
- Installation of landscape/hard scape, curbs, driveways, sidewalk, pavements and fences or walls.

Deliverables:

- RCFC&WCD No Fee Access Permit
- RCFC&WCD Encroachment Permit (if required)

- A permit may not be issued since the impacted portion of the storm drain is maintained by the City; however, we assume that RCFC&WCD may want to review the Drainage Study to confirm there are no impacts to their portion downstream.

8.5. UTILITY COORDINATION

The Consultant shall provide utility coordination that entails coordinating the protection and relocation of existing facilities as described herein except for those procedures that must be performed by the City.

The Consultant shall coordinate with utility owners and the City with respect to utility related matters. Consultant shall provide copies of all correspondence with utility companies and other utility related information to the City. Correspondence, as described herein, shall be prepared by the Consultant for either Consultant or City signature, as appropriate, as directed by the City's Project Manager.

Consultant shall monitor responses of utility notices received and make recommendations for mitigating conflicts. Consultant shall provide written responses to utility companies regarding stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be brought to the attention of the City's Project Manager as early as practical. Utility conflict issues shall be resolved prior to the completion of the final design plans as follows:

- Consultant, through City staff, shall request and obtain a written acknowledgement of any conflicts from the respective utility owners.
- Reasonable efforts shall be made to accommodate utility company requests for minor design changes to accommodate their facilities. Consultant understands that the utility companies are generally operating within the City right-of-way but may have prior rights to that of the City in some cases.
- Consultant shall monitor each utility owner that has conflicting facilities and shall obtain relocation plans and other relevant information from utility owner. Consultant shall review relocation plans for conformance with the requirements of the project.

- Consultant will provide support to review and comment on third-party utility design plans provided by the utility companies (Kinder Morgan, SCE, SoCal Gas, Frontier, AT&T etc). Plan review will consider routes; conflicts with other utilities; impacts to existing and proposed improvements; and potential easements.
- Consultant shall coordinate inclusion of special provisions in City's bid documents for adjustments and relocations of utility facilities as alternate bid items, if requested by the owning utility. Said work may require that cooperative agreements be prepared by City between the City and the owning utility companies. Engineer shall provide information and exhibits as required to support the preparation of cooperative agreements, if needed.
- For utility conflicts that require relocating, City staff will submit the official notice to the utility companies to relocate conflicting facilities.
- Consultant shall make recommendations for special provision language regarding utility issues, recommendations for construction windows of time for utility relocation activities, recommendations for inclusion of utility bid items, etc.
- For utility conflicts with City owned water, sewer, or electricity that require relocating, Consultant shall prepare the required relocation plans or new installation plans as necessary to provide biddable Plans and Specifications. City staff will submit the official notice to the utility companies to relocate conflicting facilities.
- For utility conflicts or improvements within properties that will be affected by the Project, the Consultant is responsible for preparing the needed plans for relocation or demolitions and reestablishment (such as water, sewer, electrical services, gas services, and communication).

Consultant shall develop and maintain a master utility matrix throughout the life of the project as described in Task 2.4.

Assumptions:

- The City shall be responsible for any design fees assessed by third-party utility companies.
- This scope includes up to six (6) meetings with utility companies. (virtual Teams meetings is option, per City approval)
- For budgeting purposes, this scope anticipates three (3) review packages (plans and estimates) from each utility company (Kinder Morgan, SCE, Frontier and SoCal Gas) for a total of twelve (12) review packages.
- Utility Easement Agreements to be provided by the Utility Owner.

Deliverables:

- Utility Meeting Minutes
- Supporting documentation for cooperative agreements (as required)

8.6 COMMUNITY ENGAGEMENT

The Consultant shall coordinate and manage the community engagement component in conjunction with the City. Consultant shall prepare for, schedule, produce, and manage Community Engagement

Meetings at key decision points. Renderings for public meetings showing the selected plan shall be provided. The Consultant shall host and/or participate in community meetings, one-on-one meetings with property owners and/or business owners, as well as presentations to the City's Downtown Ad Hoc Committee, Planning Commission, and City Council during various progress phases. Based on input, the Consultant will incorporate changes to the design (when possible) and present the final schematic design to the Community and City Council using colored interactive viewing/navigation of project design alternatives and phases depicting overall look and feel to aide in stakeholders' and public's understanding of the proposed improvements.

The Consultant will work with the City to develop a detailed outreach approach, which is anticipated to include:

- *Public Outreach Plan:* A detailed Public Outreach Plan will serve as the guiding blueprint and document for informing and engaging the public and project stakeholders.
- *Public Meetings:* Up to four (4) public meetings will be coordinated at strategic times during the project such as when a project milestone is reached or when significant impacts to public safety are expected.
- *Stakeholder Database:* A comprehensive stakeholder database for the project will include elected officials, city offices, businesses, schools, civic groups, residents, emergency responders, and other sensitive receptors and interested stakeholders in the project area.
- *Notification:* Consultant will produce, with the City’s input, notices to send out to all stakeholders.

Assumptions:

- Renderings for public meetings shall consist of photo simulations (rendering superimposed on photograph) from ground and aerial perspectives.
- Up to four (4) Community Outreach Meetings are included in this scope.
- Up to two (2) one-on-one meetings with property and business owners are included in this scope.
- Up to two (2) presentations to the Planning Commission are included in this scope.
- Up to two (2) presentations to the City Council are included in this scope.

Deliverables:

- Public Outreach Plan, Stakeholder Database
- Community Outreach Meetings
- City Council, Planning Commission Presentations
- We assume up to four separate photo simulations / renderings will be provided.
- Based on the environmental assumptions, community engagement is limited to public outreach and not a formal hearing. Therefore, a court reporter and transcribing are not necessary.

- We have assumed up to 1.5 mile radius for mailing of notices for public outreach.

8.7 RESOURCE/ REGULATORY PERMITTING (OPTIONAL)

Based on initial review and design clarification that includes the diversion of flows west of Hargrave Street, the following permits may be required: Section 404 Permit under the Clean Water Act as issued by the USACE, Section 401 Permit under the Clean Water Act as issued by the RWQCB, and a Streambed Alteration Agreement as issued by the CDFW under Section 1600 et seq. of the California Fish and Game Code. It is assumed that if a Section 404 Permit is required, the project will fall under a Nationwide Permit. If an Individual Permit under Section 404 is required instead, it will be prepared under a separate amendment. If a Section 404 Permit is not required due to absence of aquatic resources under the jurisdiction of the USACE, a Waste Discharge as issued by the RWQCB may still be required.

This task does not include verification of jurisdictional resources by the USACE or RWQCB because verification is expected to occur during the preparation of the jurisdictional delineation report. CDFW does not typically verify the results of jurisdictional waters until a complete Streambed Alteration Agreement application is submitted.

The consultant team will prepare the applications of all three anticipated permits with support from the project design team, including determining volumes of fill and dredged materials, impact areas, methods, and the Project Description. A complete Streambed Alteration Agreement requires a certified CEQA document or categorical exemption. If the project is changed after submittal to the CDFW, then the CDFW is no longer subject to their self-mandated processing deadlines. Permit packets are expected to be complete when submitted. Preparation of an on-site mitigation plan is not included in this Scope of Work as the mitigation requirement, if any, would likely be met through participation in a mitigation bank or in-lieu fee program, if available. Preparation of detailed sand transport studies or similar reports, if required by the regulatory agencies, are not included in this Scope of Work. A pre-application meeting with the RWQCB will be required as part of the permitting application preparation process. A field meeting with the USACE or RWQCB is not anticipated as part of the permitting process. The consultant team anticipates that additional required coordination will take place via telephone, email, and U.S. mail. The consultant team assumes the Client will pay any and all fees associated with regulatory agency permitting. The Section 401 Permit will include an Alternatives Analysis consistent with the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State. The level of Alternatives Analysis for the project is anticipated to fall under the requirements of “Tier 2 Projects,” which specify an analysis of on-site alternatives that would potentially reduce impacts to waters of the State. Tier 2 Projects are those that impact more than 0.1 acre to 0.2 acre or more than 100 linear feet and less than or equal to 300 linear feet of waters of the State. The specific tier will be determined once impacts are calculated.

Deliverables:

- 404 Nationwide Permit
- 401 Water Quality Certification
- Alternatives Analysis to support the 401
- 1602 Streambed Alteration Agreement

9. BIDDING SERVICES

9.1. RESIDENT ENGINEER (RE) PENDING FILE

The consultant shall provide the RE Pending File to the City for use by the Construction Management team during construction. It is assumed that the following will be provided:

- Permits
- Surveying Notes
- Copies of As-Built Data
- Geotechnical Report
- Drainage Report
- Relevant Correspondence and Memoranda
- Quantity Calculations
- Cross Sections
- Environmental Agreements & Reports
- Right-of-Way Agreements

Deliverables:

- Public Outreach Plan, Stakeholder Database

9.2. BIDDING PHASE SUPPORT

Consultant shall assist the City in providing clarification and prepare information to be used in addenda based on questions that may arise during the bidding process.

Consultant shall attend the pre-bid meeting and assist the City with bid evaluations and recommendation of bid award.

Assumptions:

- This scope includes two (2) addenda and one (1) pre-bid meeting.
- Clarification and addenda for up to fifteen (15) questions are included in this scope.
- The city shall prepare, and make available to plan holders, any required addenda.

9.3. CONFORMED PLANS AND SPECIFICATIONS

Consultant shall prepare conformed plans and specifications for use in constructing the project. The Issued for Construction (IFC) conformed plans and specifications shall reflect changes made during bidding and will be noted as a revision to the final design plans.

Assumptions:

- IFC Plans and specifications shall be provided in .pdf format.

Deliverables:

- IFC Plans
- IFC Specifications

10. CONSTRUCTION PHASE FUNDING

The consultant shall develop a funding strategy for construction phase. The consultant shall identify all the potential funding sources and associated requirements including deadlines and funding options to secure construction funding on behalf of the City.

Deliverables:

- Construction Funding Source Strategy Memo
- Grant Funding Support (Optional)
    - As directed and approved by the City, we have allocated up to $100,000 to assist the City with Construction Phase Funding grant applications such as the Local and Regional Project Assistance Program (RAISE) Grant or the Reconnecting Communities Pilot (RCP) Discretionary Grant Program.

A. Statement of Understanding and Approach

Understanding

The Hargrave Street at-grade crossing (Hargrave Grade Separation) has been a top priority for the City since the early 2000s. It was part of the Grade Separation Priority Study for Alameda Corridor East in Riverside County and has consistently remained in the Priority 1 Group since 2012. With over 17 trains per day on the UP (Yuma Main) double track, traveling at speeds up to 60 mph on a steep railroad downgrade, safety is a big concern--this project will address these safety issues.



Conditions at the Hargrave St. crossing result in delays and significant safety issues.

Hargrave Street is currently a two-lane road classified as a Secondary Highway carrying over 25,000 AADT with no pedestrian facilities at the railroad crossing. The City's General Plan Street System shows a potential realignment of SR 243 through Hargrave Street, which would route additional traffic volumes to this area.

Project Benefits:

- Reduces congestion
- Improves traffic flow
- Lowers greenhouse gas emissions
- Improves safety
- Improves disaster preparedness
- Improves racial equity in poverty-stricken neighborhoods
- Increases job opportunities

The surrounding area has a mix of aging residential and industrial development with underserved racially diverse communities. In addition, these communities are bisected by the I-10 Freeway and railroad. These conditions create a hot-spot for vehicle, pedestrian, and train conflicts. They also impede emergency response access, creating concerns for the community as well as challenges addressing the wildfires which are a high risk in the Pass Area.

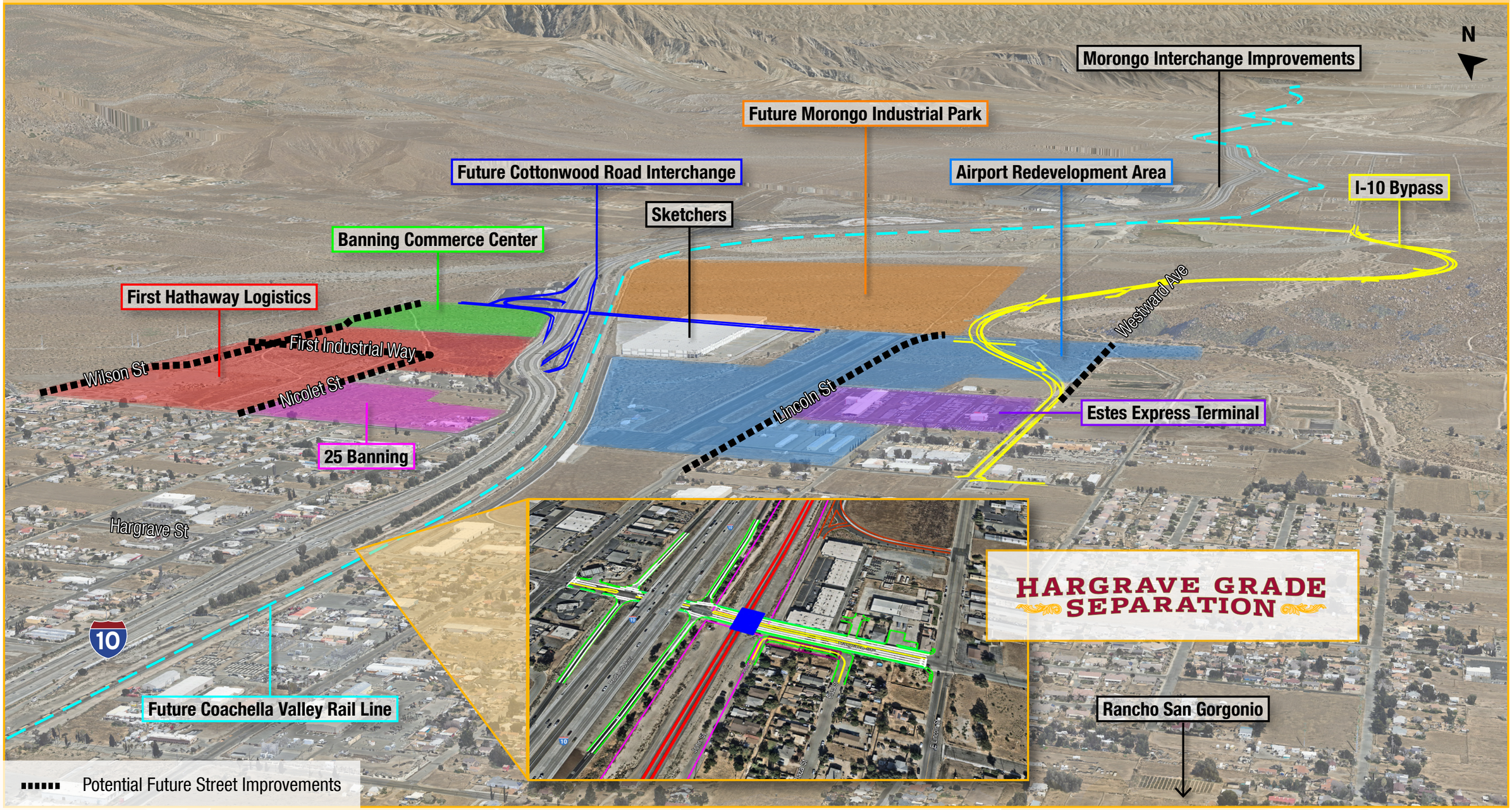
The City is moving forward with industrial redevelopment in this area, most notably the conversion of the airport. Adjacent stakeholders, such as the Morongo Band of Mission Indians (Morongo) and the County also have plans that include development and supporting transportation projects. All these planned developments depend on Hargrave Street as a primary access point to the I-10 freeway. These challenges will be addressed with the Hargrave Grade Separation. The City envisions the new grade separation will be similar to the recent successful grade separation at Sunset Avenue. This will require lowering Hargrave Street and the impacted freeway ramps between Ramsey Street and Lincoln Street. Impacts to the railroad, residents, and businesses in this area during construction need to be minimized. The project has funding through the design phase with the local WRCOG TUMF program, a Railroad Crossing Elimination (RCE) grant through the FRA, and SB 125 funds passed through the County of Riverside.

The City recognizes the complexity of the project and will require a team that can design the project and support the City with funding compliance, public outreach, and seeking construction funds.

The Kimley-Horn team will design a project that meets ALL your project goals:

Maintain an environmentally exempt project (SE/CE).
Coordinate with adjacent planned developments, especially the airport redevelopment area.
Deliver a grade separation that minimizes road closures and impacts to the residents and businesses.
Minimize impacts to the UPRR.
An aesthetically pleasing project that sets the trend to improve and revitalize the east side of Banning.
Provide effective public outreach to maintain public support.
Assist with funding compliance and seek construction funds.

Hargrave Grade Separation – *The Gateway to Redevelopment*



Approach and Methodology

To accomplish the project goals, Kimley-Horn offers the City a consultant team with a strong track record of design and approvals of similar projects, and understands the community, planned adjacent projects, and all the dynamics associated with redevelopment of the southeast side of the City. The following topics demonstrate the unique advantage the Kimley-Horn team brings that will make this project successful.

We have organized our approach to address the major topics within the Scope of Work. The following shows how this is ordered within this section.

GUIDE TO APPROACH

1. **Project Administration**
2. **Design (Data Collection, BODD, Concept Development, PS&E)**
3. **Environmental**
4. **Right-of-Way**
5. **Coordination, Agreements & Permits**

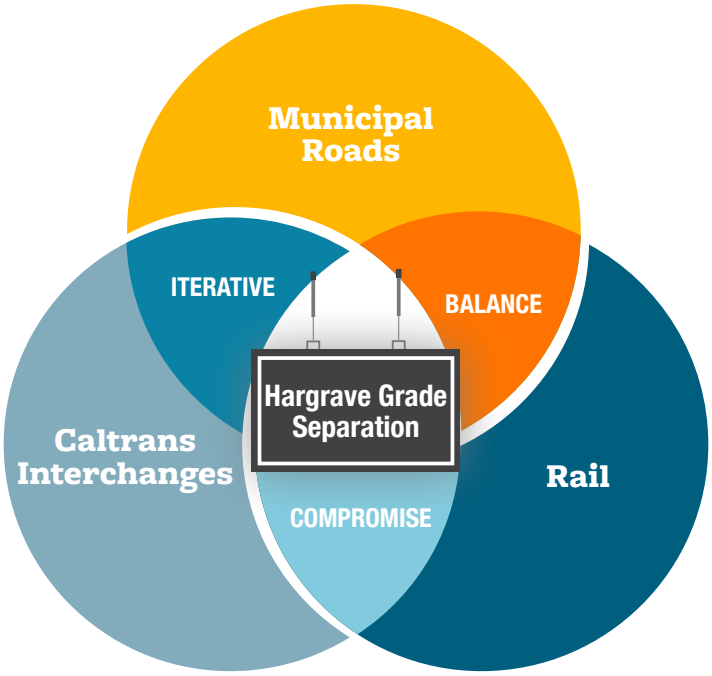
1. Project Administration

Project Manager with Strong Ties to the Pass Area

Having grown up in the City of Banning, Darren cares deeply about this community. His commitment to the project is as much personal as it is professional. He will leverage his 33 years of experience working on major transportation projects in Riverside County to efficiently manage and successfully deliver this project.

Our project manager **Darren Adrian, PE** knows that effective project management is critical to achieving project success. His extensive experience delivering similar grade separation projects requiring close coordination with UPRR and Caltrans is unmatched. Darren and his team will do the heavy lifting, serving as a true extension of City staff. His hands-on approach to managing this project is comprised of seven equally important functions that support the project's progress and ultimately, its success.

1. Effective and Ongoing Coordination with the City
2. Coordination with External Stakeholders
3. Coordination with the Internal Team
4. Workflow and Schedule Tracking
5. Budget Tracking
6. Risk Management
7. Quality Assurance/Quality Control (QA/QC)



Darren will proactively manage all three primary elements of the Hargrave Grade Separation, reducing schedule delays and preventing cost overruns.

Effective and Ongoing Coordination with the City – Darren and the team will maintain ongoing communication, including regular project updates, to Nate Smith, PE and his designated staff. This will include meetings, phone conversations, emails, schedule updates, and a deliverable tracking matrix.

Coordination with External Stakeholders – The monthly Project Development Team (PDT) meetings serve as a time for more formal project status reports to the PDT. Additionally, we will conduct focus meetings with specific stakeholders or City departments to proactively address and resolve any anticipated issues. Each meeting is planned with a specific strategy, goal, and outcome aligned with the project objectives. Below is a list of each key project stakeholder, their concerns, and Kimley-Horn's approach to addressing their concerns. *Our 15+ years of experience coordinating with stakeholders and delivering projects throughout the Pass Area provide a solid foundation for the success of this project.*

Darren has recently worked with all of these stakeholders, earning their trust. This offers distinct advantages for coordination, as he is not perceived as an "outsider" which is often a challenge when implementing major infrastructure improvements in a close-knit community.

Stakeholder	Project Role	Primary Interests	Kimley-Horn Team Approach
City of Banning	Owner/Sponsor	Completing the design and construction of the project on time and within budget. Avoiding impacts to the community during construction.	■ Implement our proven schedule and budget tracking ■ Leverage our knowledge of the community and adjacent projects
FRA	Federal Funding	Compliance with grant funding agreement.	Leverage our knowledge of FRA and previous FRA staff
Caltrans	Jurisdiction over I-10 and interchange	Remaining within proper Caltrans process and avoiding non-standard features.	Leverage our current experience with the new DEER process and reference the Sunset Grade Separation and other recent projects
UPRR	Approvals for all work within UPRR R/W	Avoiding impacts to train operations and not precluding future expansion/improvements.	Provide win-win solutions based on our current projects and the Sunset Grade Separation
Morongo	Adjacent jurisdiction with major development plan	Coordinate timing of their planned development for Section 12 West.	Leverage our current work with Morongo on Section 12 West to coordinate a win-win solution
Utility Agencies	Companies with jurisdiction over their utility	Obtain access to Section 12 West in coordination with the timing of their planned development.	■ Leverage relationships and knowledge of the area on adjacent projects. ■ Engage our staff who work with Kinder Morgan
Emergency Services (CHP, Police, Fire)	Use Hargrave Street for access to serve the community	Maintaining response times during construction. Providing a safe facility that allows emergency vehicle access.	■ Coordinate alternate/detour routes early. ■ Develop TMP measures in partnership with emergency services.
RCFC & WCD	Jurisdiction over Line G south of Westward Avenue	Changes upstream having an impact to their system downstream.	Confirm concept early and complete the drainage calculations for approvals
Environmental Resource Agencies	Jurisdiction over permitting	Impacts to environmental resources, such as bio, hazmat, noise, cultural, etc.	Leverage previous work in the area and agreed-upon solutions with resource agencies

Coordination with the Internal Team – Our internal team is comprised of Kimley-Horn staff and subconsultants with recent experience working together on similar projects. We will hold weekly all-hands meetings as needed through all project phases. For technical specialty items, we will hold internal workshops with key team experts.

The table below list the various meetings which will be scheduled to ensure the City and stakeholders remain fully informed throughout the project and have ample opportunities to provide input:

Meeting Type	Frequency	Objective
City Staff/PM	As Needed	Regular status updates, meeting prep, meeting debriefings, follow-up, etc.
PDT	Monthly	Report project status to the PDT, review Risk Matrix and Action Items.
Stakeholder Focus	As Needed	Accomplish established meeting objective to advance the project within the schedule and budget.
Internal Team Check-In	Weekly	Monitor work status and coordinate between disciplines.
Technical Focus	As Needed	Solve technical issues and identify cost and schedule savings.
FRA Update/Coordination	Monthly	Keep FRA up-to-date and coordinate any outstanding items.
Staff Planning	Weekly	Secure proper staff to meet the schedule and quality objectives.
Budget Tracking	Semimonthly	Review current budget status and cost-to-complete.
Project Review	Quarterly	Big picture review of project success and client satisfaction.
Quality Calls/Quality Visits	Semiannual	Independent check-in with client to verify client satisfaction and obtain input.

Our core team's preference to work collaboratively in the office offers many advantages on large, multidisciplinary projects like the Hargrave Grade Separation. By having all major engineering functions in-house, we foster seamless team collaboration, synergy, creativity, and coordination.

Workflow and Schedule Tracking – Understanding proper workflow to obtain input and keep the approval process on track is critical to the success of the project. We will manage the workflow and durations shown in our schedule at least monthly to assure the project follows the correct sequence that the process requires. One of the tools we use to assist with this is a Workflow Diagram. The condensed version on the following page will be expanded upon in our Project Work Plan (PWP) and reviewed with our Gant Chart Schedule at monthly PDT Meetings.

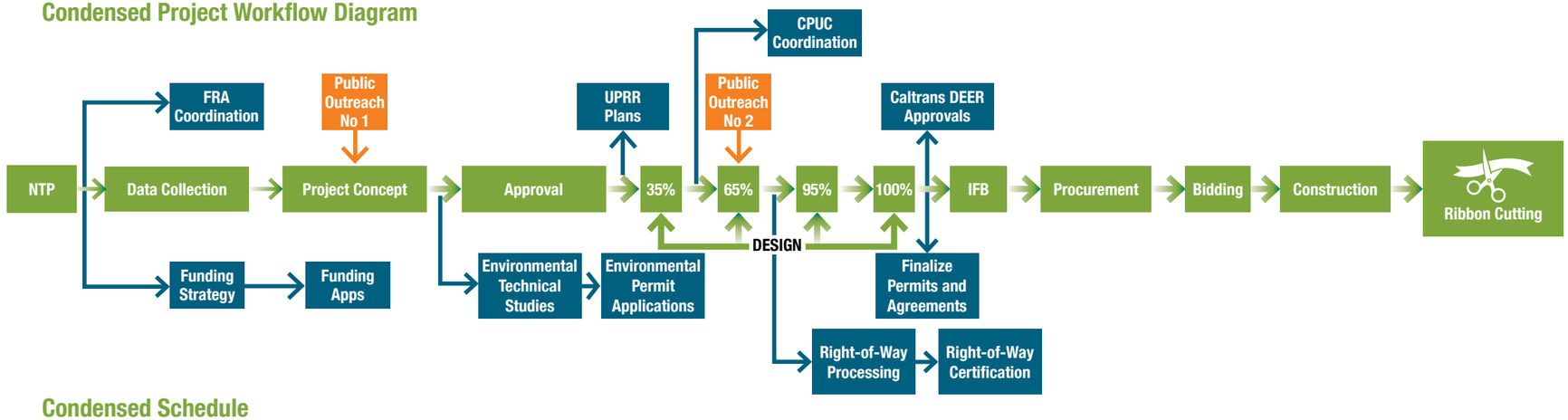
> Kimley-Horn's organized approach and adherence to the schedule, especially submittal milestones, stands out from the others.
>
> - SCRRA Staff

We have already developed a detailed project schedule showing tasks, subtasks, and agency reviews that can be found at the end of the Approach section. Our approach is to establish an agreed-upon Target Schedule, which includes obtaining concurrence from stakeholders on review periods. Our team track progress at least monthly. If a task can be started early, our team moves forward to help provide schedule contingency should something unforeseen come up. We also monitor schedule risks monthly as part of risk management.

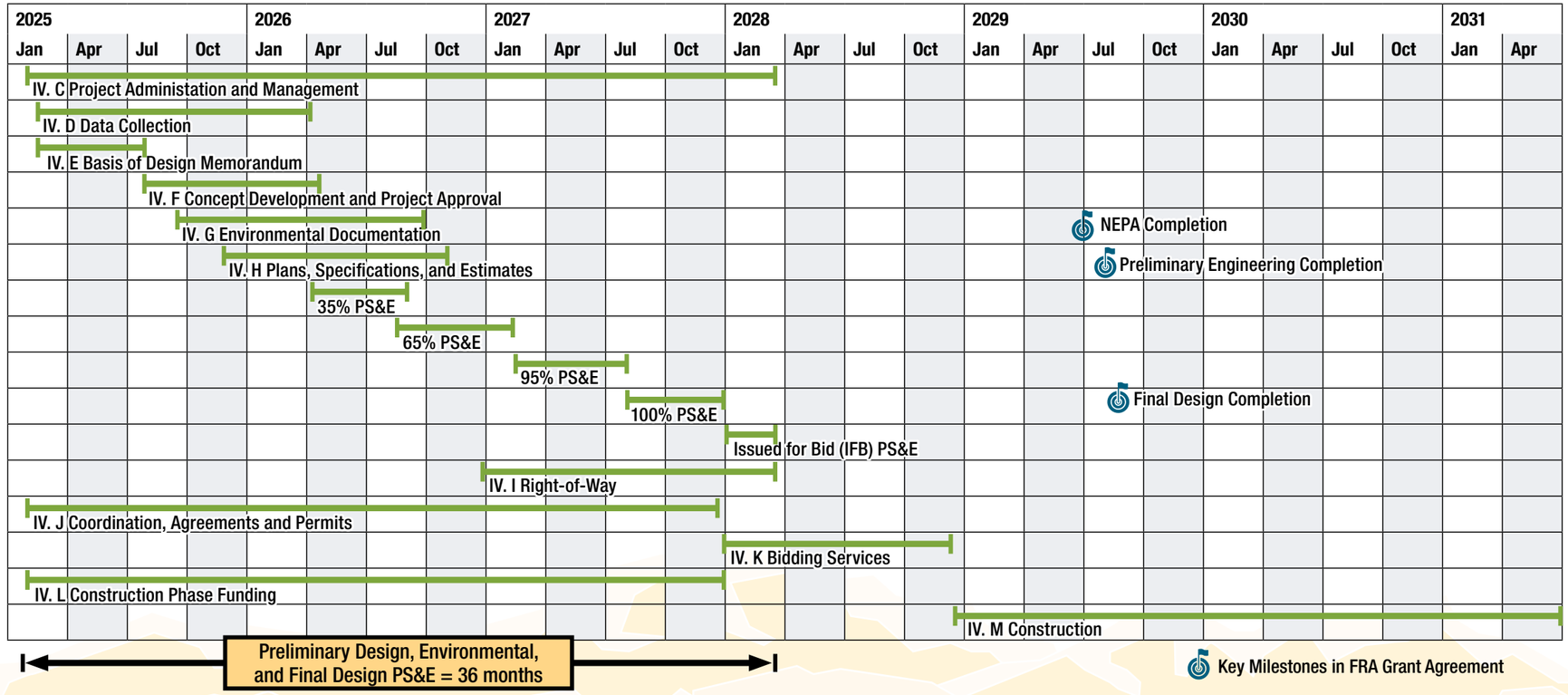
The following page shows a condensed version of the schedule along with the Workflow Diagram described above. This demonstrates major milestones and important items along the way for project success. The expanded schedule at the end of this section shows the details and identifies risks that will be managed according to our PWP.

Project Workflow and Schedule

Condensed Project Workflow Diagram



Condensed Schedule



Budget Tracking – Darren's approach to budget controls is thorough and effective, giving the City peace of mind that this project will be delivered without cost overruns. We utilize our internal MIS project management tool for staff assignments and cost tracking, which is updated semimonthly. This ensures our staff is committed for the project duration and evaluated regularly to confirm the level of effort required. Additional staff can be added as needed through this same process. There will be no surprises—we notify the City immediately of any potential changes to scope.

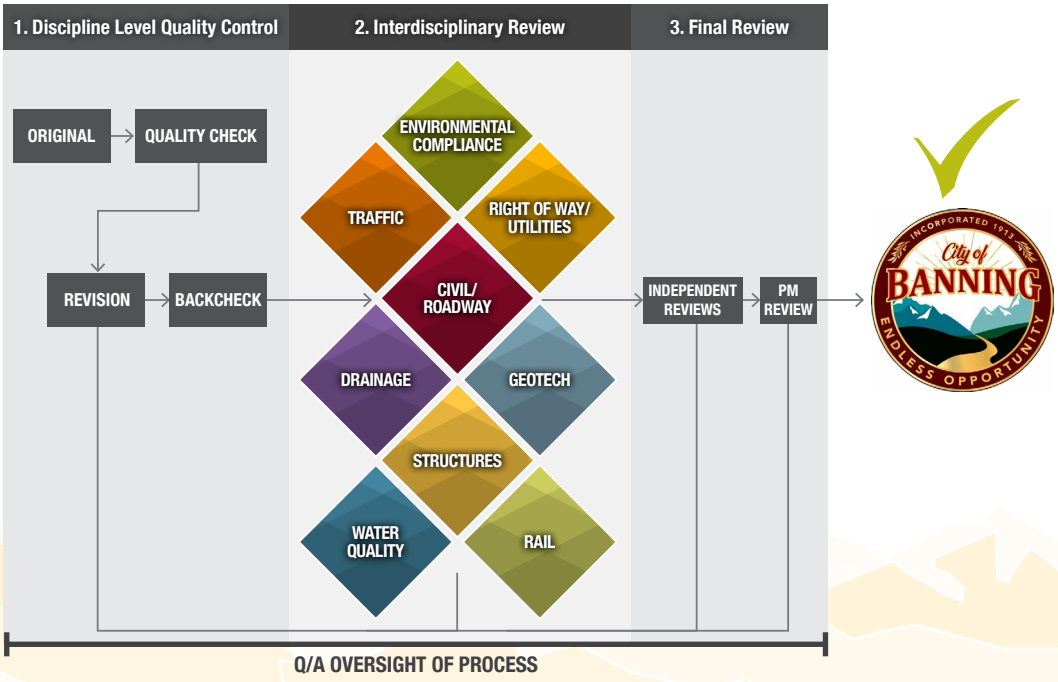
Risk Management – We will develop a Risk Register, provide regular status updates, and obtain input in the monthly PDT Meetings. We will also develop mitigation strategies and conduct a more formalized Risk Review Meeting at two key milestones: the concept development/environmental studies phase and at the 65% design milestone. In the following table, we have identified project risks along with our proposed approach to address them.

Title	Potential Impact	Risk Statement	Kimley-Horn Team Approach
NEPA Lead	Schedule	FRA funding is the trigger for NEPA; however, Caltrans is also involved as they have jurisdiction of I-10 and the interchange.	■ Confirm discussions with FRA and Caltrans. ■ Verify if formal delegation process is needed. ■ Clearly identify FRA actions and needs.
Not Compliant with SE/CE	Schedule Scope/Budget	Technical studies or other project elements showing a need to do higher level ED.	■ Use knowledge of the environmental concern with wildlife agencies to maintain a SE/CE. ■ Project features must only be what's required for the grade separation.
Not Compliant with Caltrans DEER Process	Schedule Scope/Budget	Not meeting an item on the DEER Checklist potentially kicks out of the process and into full oversight with PSR, PA/ED, and PS&E.	■ Obtain exception for non-standard structures early in the process. ■ Maintain all checklist items moving forward. ■ Discuss creative options if technically kicked out of process (i.e. modified full oversight process).
Environmental Resource Agency Concurrence	Schedule, Scope/ Budget	USFWS/CDFW request a Sediment Transport Study due to downstream MSHCP concerns.	■ Provide drainage study that shows the major runoff coming from the Ramsey Street Drain which is not being impacted.
Caltrans Approvals	Schedule Scope/Budget	Delays in obtaining approvals or expansion of scope.	■ Maintain schedule and hold workshops with Caltrans. ■ Layout the latest requirements with Caltrans at the beginning and maintain this course throughout.
UPRR Approvals	Schedule	Delays in obtaining approvals	■ Segregate other activities to keep the project moving forward. ■ Recognize that UPRR will be one of the last to provide approvals and work with them.
Kinder Morgan Line	Schedule Scope/Budget	Delays in getting Kinder Morgan to the table and establishing the solution	■ Engage our Kinder Morgan Designer's to assist with concept and contacts at Kinder Morgan. ■ Leverage our parallel coordination with relocations of Kinder Morgan facilities in tribal lands.

Title	Potential Impact	Risk Statement	Kimley-Horn Team Approach
Arco Station	Schedule Budget	Lowering of Hargrave Street having adverse impacts on access due to fuel pumps being directly adjacent to the street.	■ Narrow the southerly driveway to show that revised grades work. ■ Provide the option of additional circulation around the building as mitigation for narrowing the driveway.
Adjacent Development Timing	Schedule	Adjacent development needs and timing can have an adverse impact on the project and create doubt from the public.	■ Use our knowledge of adjacent developments to coordinate configuration and timing. ■ Seek features that present cost-savings and reduced impact to the community.
Coordination with Adjacent Transportation Projects	Schedule Quality	Adjacent project configuration and timing can have an adverse impact on the project and create doubt from the public.	■ Use our knowledge of projects to coordinate configuration and timing. ■ Seek cost-saving features that reduce impact to the community.
Contractor Availability	Budget	If adjacent projects run concurrent, available contractors may be limited, leading to increased bids and delays.	■ Monitor adjacent projects based on involvement and history. ■ Track these projects and coordinate with the Hargrave Grade Separation to optimize resources.
Lack of Construction Funds	Budget	Inability to obtain adequate construction funding.	■ Leverage our information and input for efforts on adjacent projects to maximize our funding chances. ■ Engage political support from Morongo and the other stakeholders in the Pass Area.

Quality Assurance and Control – We will compile a project-specific Quality Management System (QMS) Manual and execute our quality control procedures with internal team members and subconsultants. We will conduct the initial training upon initiating project work and implement quality assurance to confirm the process. The following graphic shows our comprehensive QA/QC review process which occurs before submitting deliverables.

Quality Assurance / Quality Control Process



2. Design (Data Collection, BODD, Concept Development, PS&E)

Adjacent Projects

We proactively resolve potential schedule and budget impacts

Our team has been involved with every major project which will influence the Hargrave Grade Separation—we will proactively identify and solve any challenges BEFORE they impact the schedule or future construction plans.

Understanding planned adjacent projects and their potential impacts is critical to the success of the Hargrave Grade Separation. These impacts include everything from the project basis of design and specific design features, to timing, interim conditions, and potential impacts to the community.

The recent Sketchers building on the south side of I-10 and the construction of the Banning Commerce Center just across the freeway on the north side will have near-term impacts on Hargrave Street at the grade crossing and freeway interchange.

Airport Redevelopment
Hillwood currently estimates that new development could be in the ground within four years. This will require close coordination with the grade separation project.

The airport redevelopment area will have the largest impact in the area. The airport closure has gone through legislative approvals and is moving faster than originally believed. If coordinated properly, this success could result in opportunities for the Hargrave Grade Separation. An example is the potential for coordinating the ultimate disposition of the adjacent Banning Industrial Park. If the long-term plan is to add this into the redevelopment area, this could be coordinated with the grade separation design to eliminate retaining walls and present a significant cost savings. ***The Kimley-Horn team is assisting Hillwood with processing for the airport closure which puts our team in the perfect position to help identify and coordinate opportunities such as this.***

Morongo Band of Mission Indians (Morongo) recently brought on a developer to implement a new industrial park in Section 12 (west) that is directly adjacent to the airport redevelopment area. This development is currently planned to move faster than the airport redevelopment area, but it has a critical need for access, whether temporary or permanent. As the City navigates potential access options, it will be important to align the Hargrave Grade Separation with respect to timing and expected traffic volumes.

To support these developments and other regional needs in the area, there are several planned adjacent transportation projects. These include the I-10 Bypass, potential reconfiguration of the I-10/Ramsey Street (Cottonwood interchange), I-10 mainline improvements, and the Morongo interchange improvements. All of these projects will need to be coordinated with respect to timing and the ultimate traffic circulation along Hargrave Street and the interchange. ***These projects will ultimately act as a system within the project area and will need to be accounted for in the basis of design and critical design decisions needed on the Hargrave Grade Separation.*** For example, the initial data indicates the need for a six-lane facility along Hargrave Street; however, impacts to the adjacent properties would be severe, and there will be a desire to show long-term benefit with four lanes. With the I-10 Bypass traffic redistribution, the long-term benefit with four lanes may be clear since a portion of traffic will use the new roadway and not need to use Hargrave Street. The Kimley-Horn team addressed this exact situation recently on the McKinley Grade Separation in Corona where our team was able to show an ultimate configuration of four lanes instead of six in order to avoid major impacts and keep the project moving forward.

Caltrans Topographic Mapping

The RFP describes a two-step aerial mapping process so that design can commence before obtaining ABC Mapping approvals from Caltrans since this can take 4 to 6 months. Our Surveyor works with Caltrans District 8 as part of an on-call contract and proposes to obtain initial input on flight path from Caltrans to reduce or eliminate the need for flying the project site twice. The final approved ABC mapping may require recompiling or adjusting the initial data but would likely not require flying the site twice. This will present a cost-savings for the project.

Roadway Design

We got a head start on design to save you time and money

Our team's initial design concept and drone scan for the Hargrave Grade Separation project will result in a three-month schedule savings and reduce the risk of design changes when the surveys come in.

The Kimley-Horn team assisted the City with an initial design concept for project scoping and funding applications. This was based on available mapping and indicated a potential need to raise the tracks to accomplish the grade separation similar to the Sunset Avenue project. Since the relationship of the proposed roadway profile to the track elevation is so critical to the final scope of work, we recently conducted a drone scan to obtain accurate 3D points and better determine whether it was necessary to raise the mainline UPRR double tracks.

We have already solved your biggest technical challenge!

The more accurate points revealed it is possible to obtain vertical clearance without extending the profile into Ramsey Street or raising the tracks. However, the existing foundations of the I-10 undercrossing structure are still a significant constraint.

Our team developed a concept that protects the existing footings and achieves the required vertical clearance without raising the tracks. This concept is consistent with Caltrans' acceptance of a similar approach for the Sunset Grade Separation project, addressing concerns regarding the roadway profile, retaining walls, and protection of existing footings. *(The Structures section below describes this approach in more detail.)*

Benefit to the City

- ✓ 6+ Month Schedule Savings
- ✓ $10M+ Construction Cost Savings

The exhibits on the following pages show the updated concept with additional information and notes indicating opportunities and constraints. Key elements of the concept are:

- Maintaining the lowering of Hargrave Street between Ramsey Street and Lincoln Street (i.e. not extending into the intersection of Ramsey Street).
- Railroad bridge footprint and orientation to match Sunset Avenue which has additional bridge space to the south of the double track.
- Minimize impacts to UPRR tracks.
- Only impact freeway ramps up to gore areas.
- Provide opportunities for hardscape and handrail/ fencing that aesthetically enhance the area.

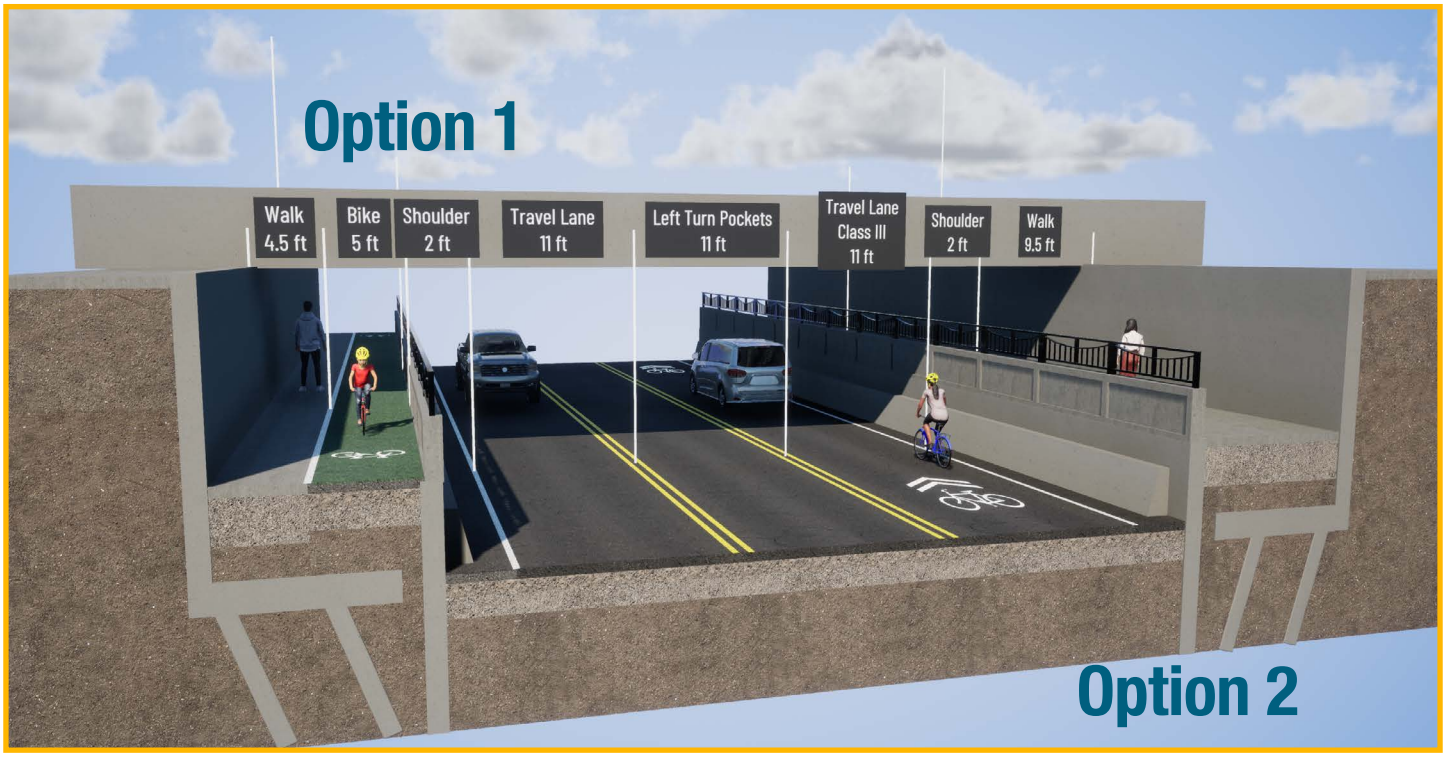
One of the challenges will be fitting necessary features for Hargrave Street within the constrained area under the freeway. The existing opening is only 60 feet. In addition, the existing abutment footings and angled piles create constraints for the location of walls.

Based on these constraints, lanes and shoulders will need to be narrowed (non-standard). Since there isn't enough room for a separate Class II bike facility, there will be a need for creative options so that both the avid and casual bicyclist can safely pass under the freeway. Our team has come up with three potential options:

Option 1 - Sharrow with separate raised pedestrian sidewalk.

Option 2 - Raised path shared by pedestrians and bicyclist.

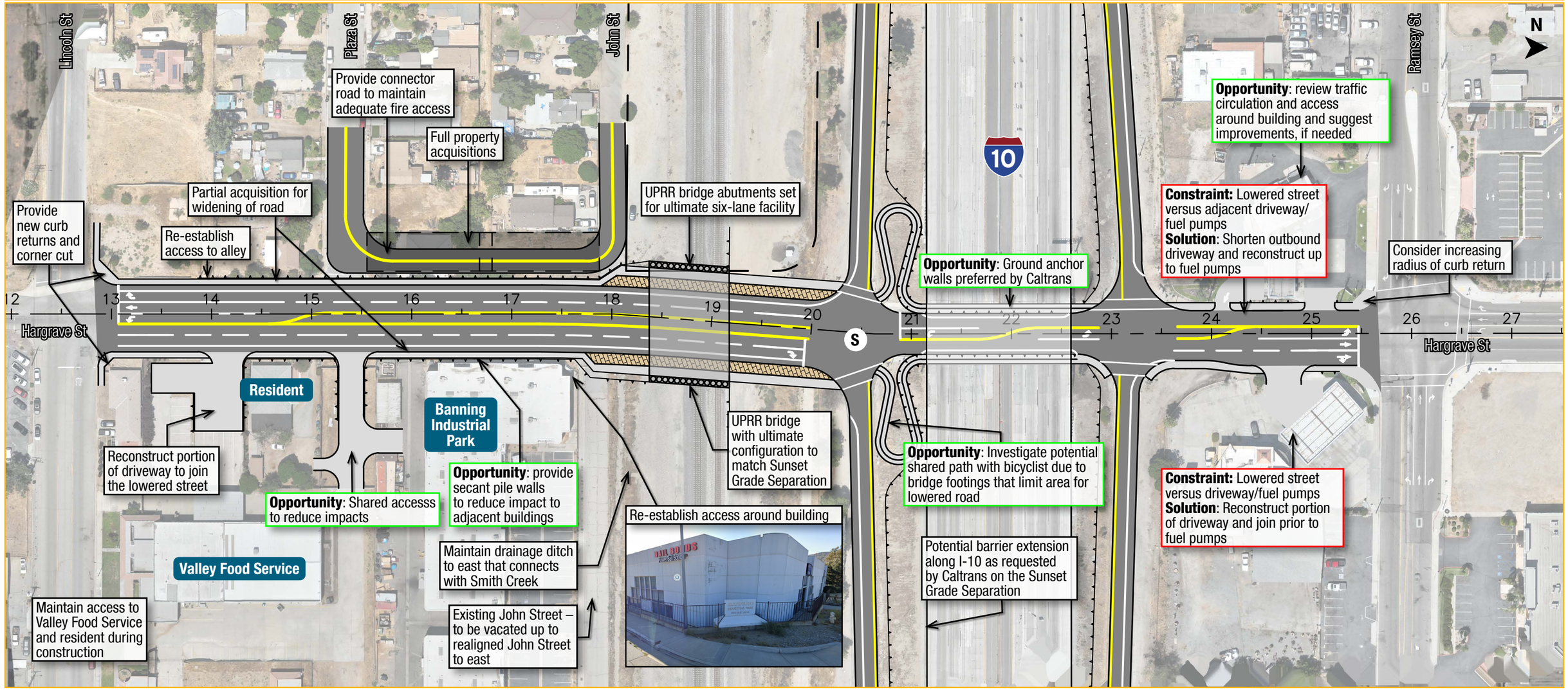
Option 3 - A combination of Options 1 and 2 to provide the avid and casual bicyclist the ability to take either path.



The existing I-10 Undercrossing structure does not allow room for the ultimate Class II bicycle facility. Our team has other viable options and will investigate with the City and Caltrans.

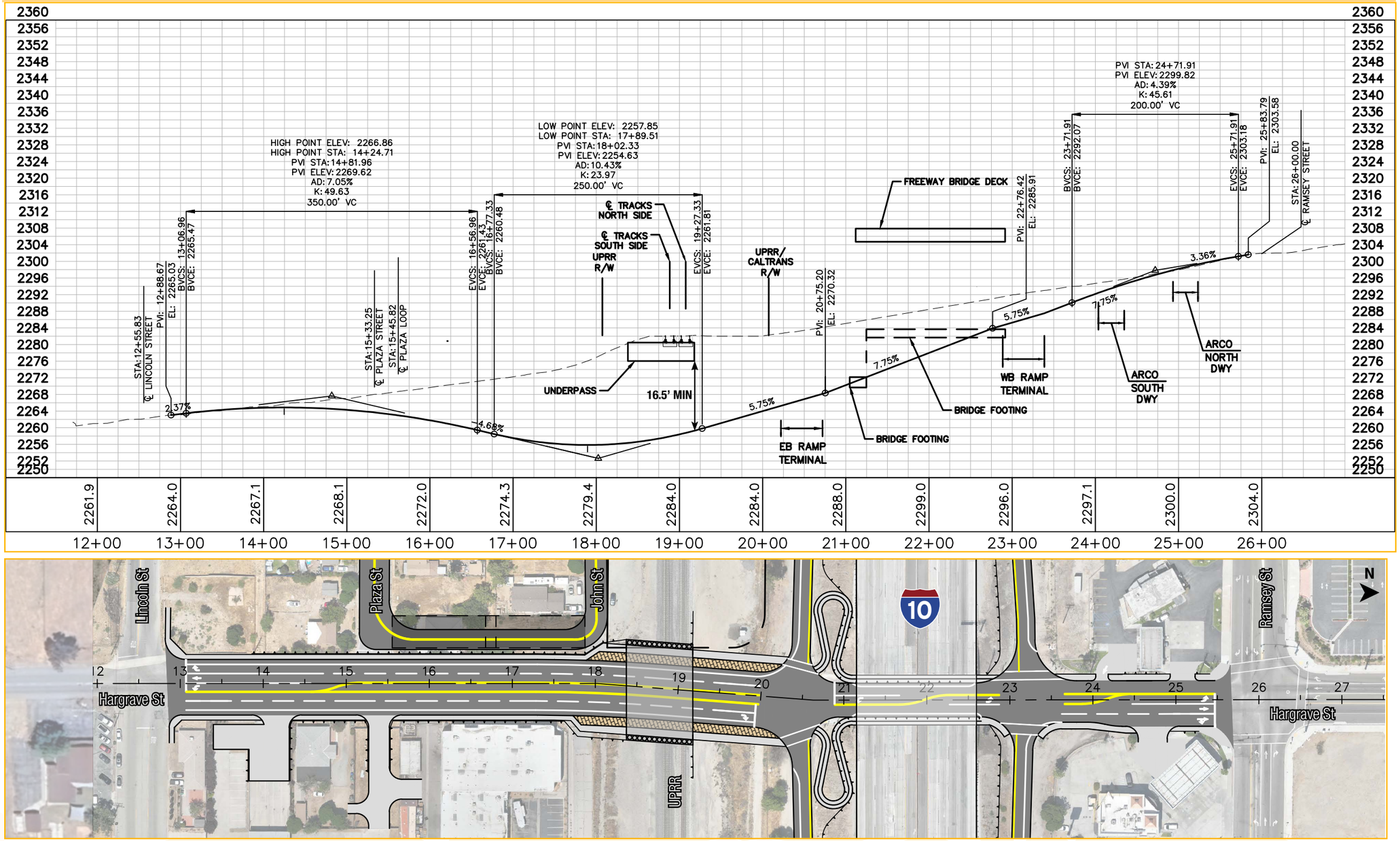
Our team was able to obtain Caltrans approvals for similar non-standard lane widths under the SR 60 freeway as part of the Fullerton Grade Separation project. We are also in process of obtaining approvals for bicycle use on sidewalks for a Caltrans facility along SR 90 in the City of Brea.

Opportunities and Constraints

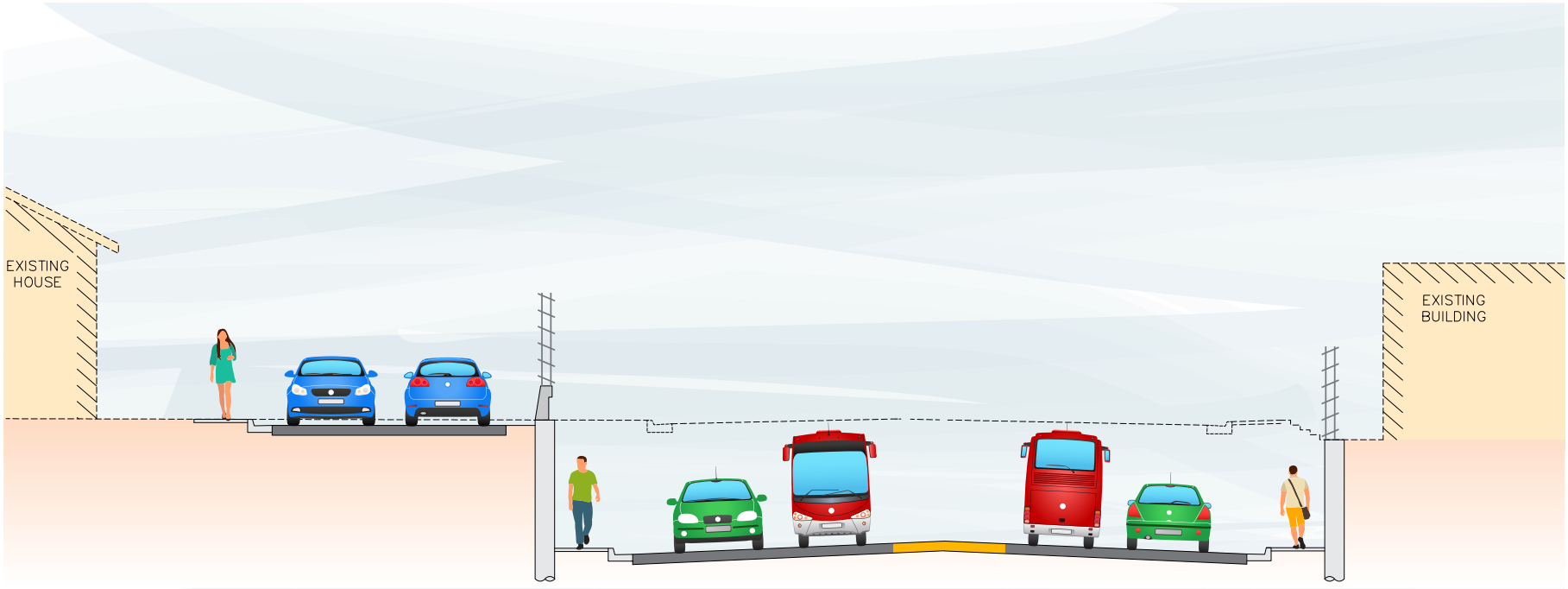


BACK TO RIGHT-OF-WAY

Hargrave Street Plan and Profile



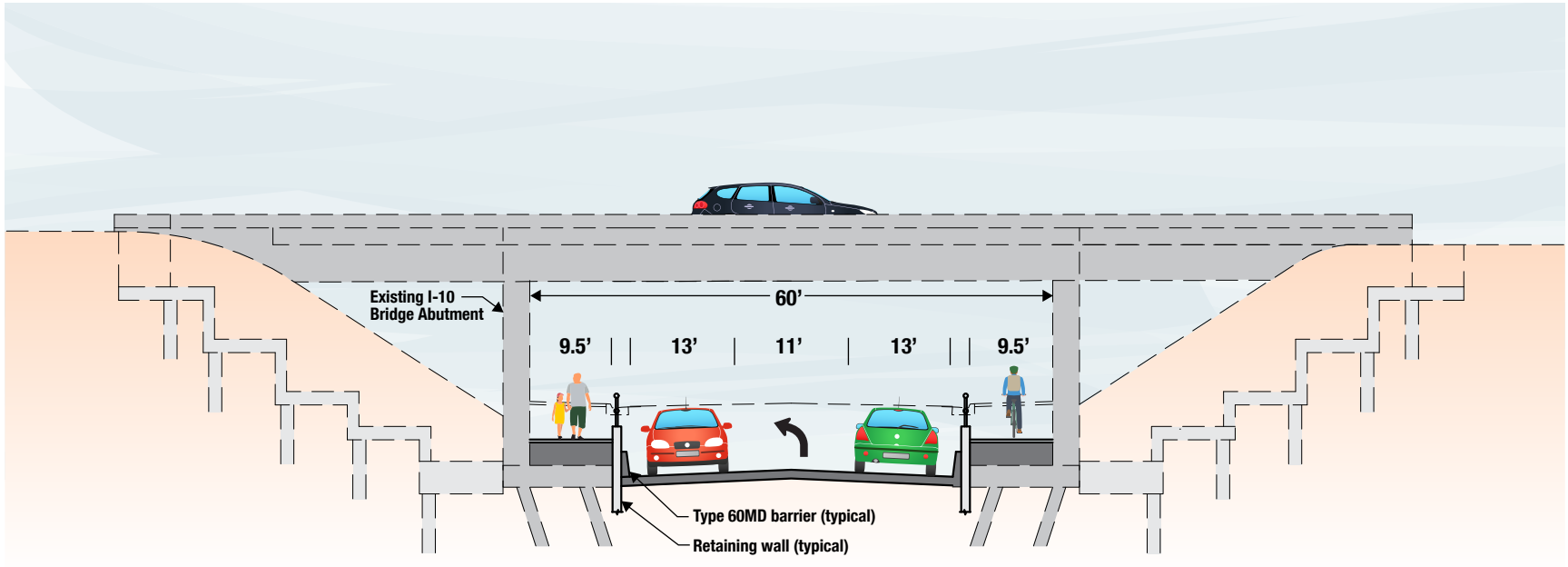
Hargrave Street and Connector Road – *Typical Section South of UPRR Bridge*



Hargrave Street – *Ultimate Section Under UPRR Bridge*



Hargrave Street – *Typical Section Under I-10 Freeway*



Rail Design

As mentioned previously, the Kimley-Horn team used the 3D drone data to engineer the relationship between the existing track elevations and the roadway concept profile. Our team is able to conclude that the existing track alignment (both horizontal and vertical) meets design standards and there is no need to raise or relocate the UPRR tracks. This approach accomplishes:

1. Simplified coordination with UPRR.
2. Minimized disturbance of UPRR Tracks.
3. Accelerated construction of Railroad Bridge.

Similar to our other railroad projects, we will design shoofly tracks that satisfy UPRR design standards. The shoofly track construction and removal will represent the bulk of the work required within UPRR right-of-way. Based on our initial evaluation, we have determined that the double shoofly tracks would be best routed to the north of the existing grade crossing. ***The benefits of constructing the shoofly tracks to the north include:***

- No impacts to adjacent residents along John Street. This avoids the need for a temporary sound wall that would likely present challenges for removing.
- Provides advantages for construction staging by allowing the entire bridge to be constructed adjacent to the shoofly tracks.
- Provides advantages for construction staging by combining the bridge area with the southerly excavation and the retaining walls to Lincoln Street.
- Maximizes time that the freeway interchange can remain open for access to the north.
- Addresses drainage issues that currently existing between the tracks and Caltrans right-of-way.



Placing the shoofly tracks to the north takes advantage of available space and has many advantages over the south.

Our concept has the advantage of avoiding the universal crossover by tying into the mainline tracks east of the point of switch and still maintaining or exceeding the minimum clearance to shoring at the bridge. As shown, much of the shoofly tracks to the east of the bridge can utilize a track shift of the existing mainline tracks to minimize procurement of track materials. We implemented this recently on our ACE Fullerton Grade Separation project and understand UPRR's latest requirements for adjacent grading and allowable work windows for the shift.

In addition, there are existing drainage challenges on the north side of the tracks where runoff from culverts crossing the freeway are causing significant erosion in this area. This condition will be corrected with the shoofly tracks on the north by extending the existing track culverts and regrading for a more defined inlet condition. This can be left in place to improve drainage conditions within the UPRR right-of-way.

Our team will look for cost-effective ways to improve existing conditions. In this case, our shoofly concept will also correct a significant drainage issue for UPRR.

The existing hi-rail spur track to the north will be impacted by any shoofly configuration. UPRR will likely want to re-establish this upon removal of the shoofly tracks. If UPRR desires this to remain open during construction, there are options to permanently relocate the hi-rail spur track to the west of San Gorgonio. On the Sunset Grade Separation, the UPRR decided to remove a similar track altogether which ultimately presented a cost savings.

See Rail Shoofly Exhibit on the following page.

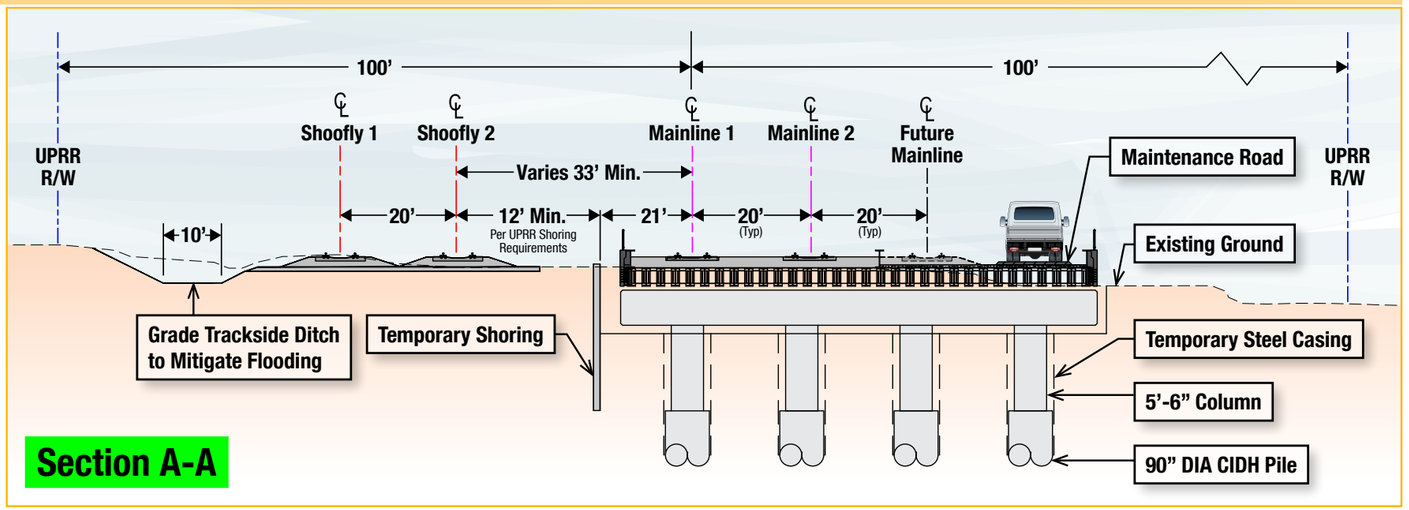


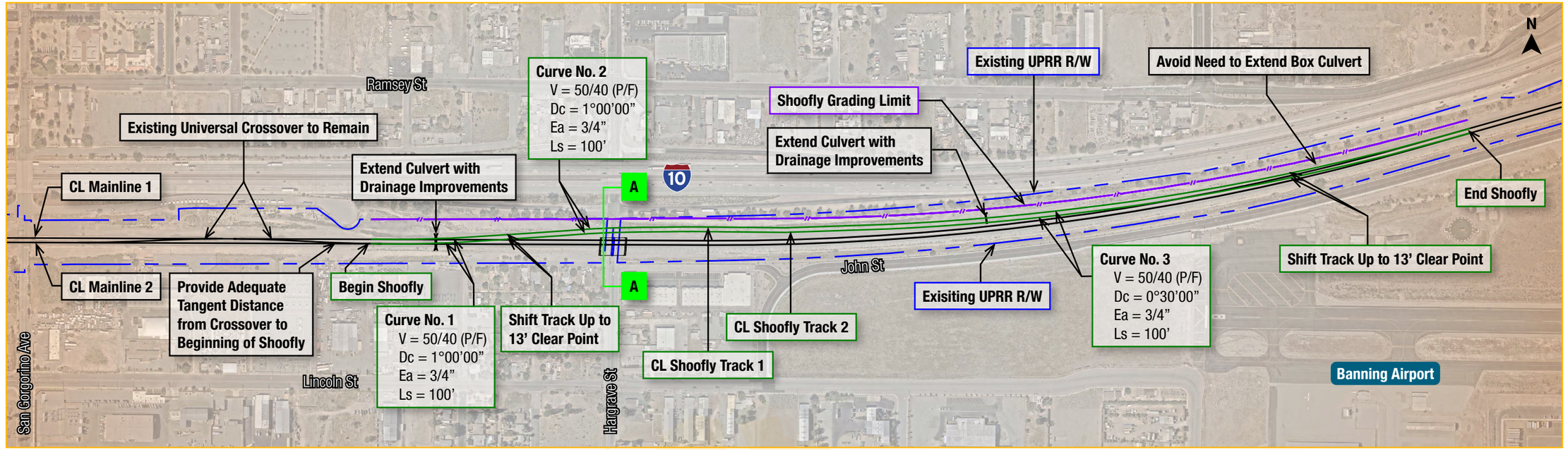
Fitting shoofly tracks to the south would be challenging given the constrained space, especially with the raised track configuration, adjacent road/residents, and parallel drainage ditch.

Rail Shoofly Exhibit



Our team was able to gain approval from UPRR for the similar Sunset Ave Railroad Bridge





Utilities

We've coordinated with all major utility companies in the project area, reducing risks and costs.

Our team designed sewer and reclaimed water lines for the City on the Sunset Grade Separation. We have also successfully coordinated with all the major utility companies in the project area for the I-10 Bypass project including Kinder Morgan, City Electric, SCE, and SoCal Gas. *This experience will help us reduce project risks and provide cost savings on Hargrave.*

Based on our field walk, the RFP and other available information, we understand there are City sewer (15-inch) and water (14-inch), SoCal Gas (2-inch), and OH electric lines along Hargrave Street. We also understand there is a 20"/22" Kinder Morgan line along the UPRR right-of-way.

The challenge with the utility relocation strategy is related to construction staging in the constrained area with a desire to minimize roadway closures and increased construction costs. Our team has come up with two options.

We have a solid approach to your biggest utility challenge

Option 1 – lower the sewer, water, and gas line in Hargrave Street. Since trenching depth are so deep, wider, stepped sections are required. The likely method would be to lower one side of the road under I-10 with shoring to protect the sewer line and place the new sewer, water and gas line within the lowered portion. Excavate the other side and remove the old sewer line after cutovers are complete. This operation requires jack-and-bore under the active UPRR tracks and high-lining the water and gas lines. Closure of the interchange would be prolonged with this option. See Utility Relocation Options Exhibit at the end of the section.

Option 2 – consider a new utility relocation corridor that crosses under the I-10 freeway to the west of Hargrave Street to intercept the existing 15-inch sewer line paralleling I-10 from Franklin Street. It would require jack-and-bore under the freeway but could be less costly than lowering utilities in Hargrave Street. It would also have less impacts on the community with shorter closure duration of the interchange than Option 1. The water line could be considered for jack-and-bore as well, but this has more flexibility for staging than the gravity sewer line and may not be needed. Our team recently received design approvals for a very similar situation on our Fullerton Grade Separation where we are using a UPRR minimum carrier pipe size of 30-inches for a 12-inch sewer line spanning the UPRR right-of-way. Our team will use this recent experience to expedite approvals. See Utility Relocation Options Exhibit at the end of the section.

Overhead Utility Lines

The Sunset Grade Separation project required early coordination with City Electric for relocation of major transmission lines along the west side of the street. Similarly, this early coordination and relocation will be required for the overhead lines along the west side of Hargrave Street. This facility can also be placed within the connector road between John Street and Plaza Street.

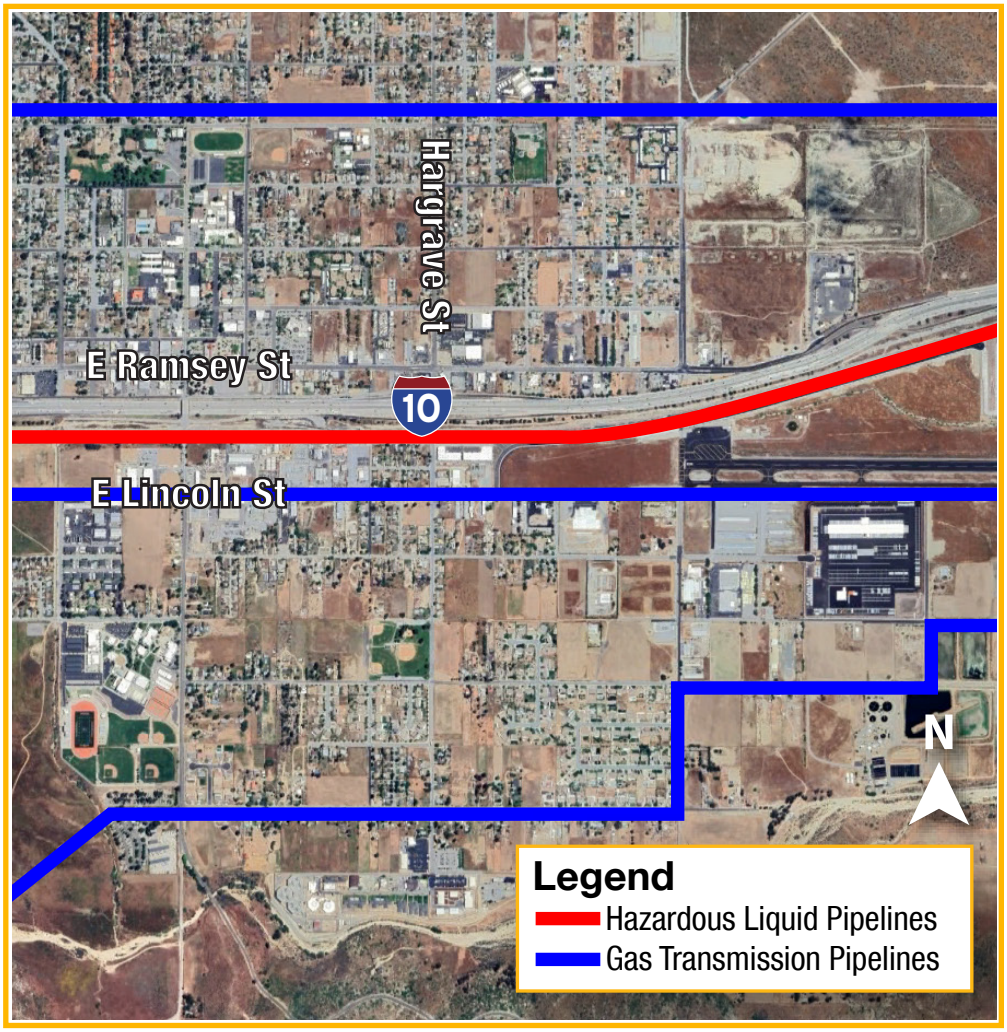
Utility contacts and working knowledge established by the Kimley-Horn team on the I-10 Bypass and Sunset Grade Separation projects will help reduce project risks and present cost savings for the Hargrave Grade Separation.

Kinder Morgan Line

Based on our experience with Kinder Morgan lines within railroad right-of-way, the likely solution is to relocate this line to go under the lowered Hargrave Street.

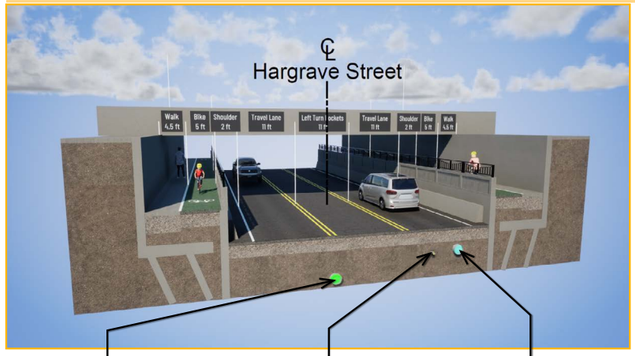
Kimley-Horn is currently contracted with Kinder Morgan to provide designs for relocations of their facilities very similar to what will be necessary on the Hargrave Grade Separation. We are currently doing this for a project in Arizona to go under a large drainage wash. Similar to this project, we anticipate doing a directional bore to lower the facility. This includes angling down on each side and maintaining a radius larger than 2,400 feet under the grade separation area.

One of the largest challenges with third party utility companies is getting their participation in a timely manner. The Kimley-Horn team offers a unique advantage with this, as our team will be working with the same utility companies for relocations within the adjacent tribal lands. This includes Kinder Morgan, SCE, SoCal Gas, and others. Not only will our team have current working relationships, but we will be in a unique position to consider bigger picture solutions, either temporary or permanent, which will benefit the project.

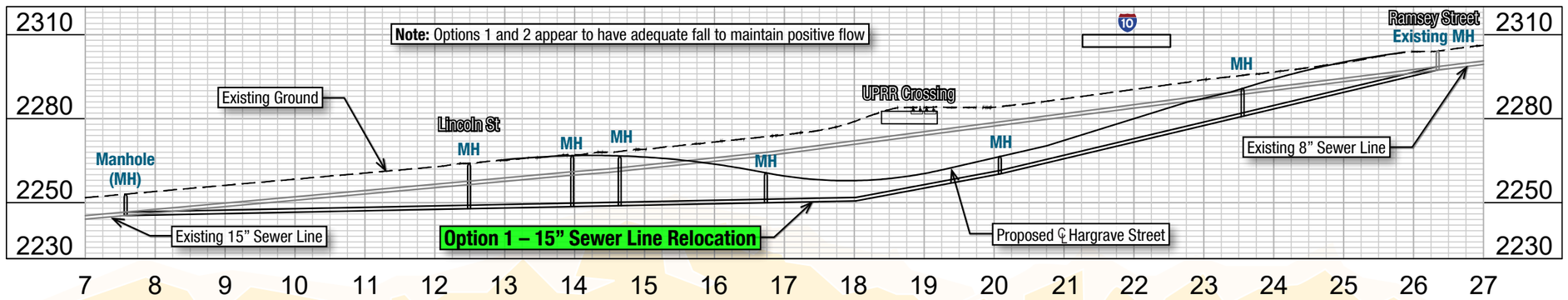


Kimley-Horn has staff who work directly with Kinder Morgan and will help our team coordinate and obtain approvals for relocation of the 20-inch oil line.

Utility Relocation Options



Option 1 – Section A-A



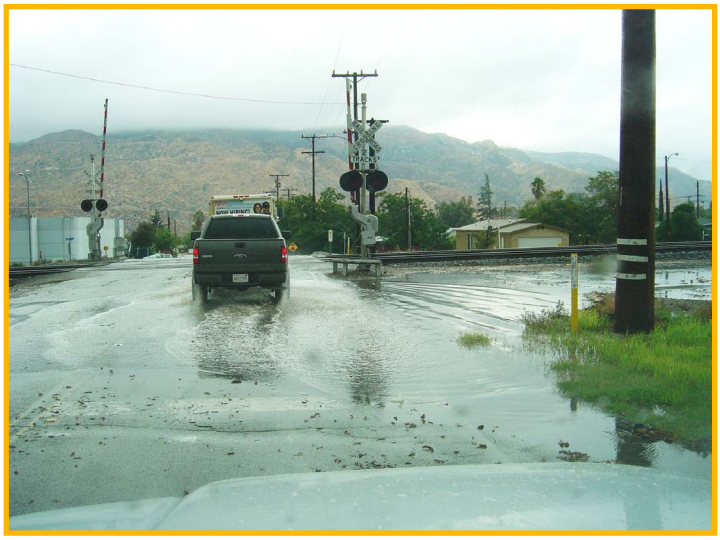
Drainage

We have tackled a wide range of drainage challenges in the Pass Area

Our team's extensive knowledge of the Pass Area's runoff patterns, coupled with our recent experience conducting drainage studies for the I-10 Bypass project, puts us in a strong position to address the drainage challenges on Hargrave.

Our team understands the nature of runoff in the Pass Area that generally flows to the south crossing under I-10 and routing within natural and graded ditches within railroad right-of-way. We evaluated this on the Sunset Grade Separation, and most recently at the Pennsylvania Grade Crossing in Beaumont. We are familiar with UPRR's latest standards and requirements for drainage and cross culverts as the Pennsylvania Avenue project required several new culverts in UPRR right-of-way. This included a new culvert crossing under the mainline double tracks using jack-and-bore method.





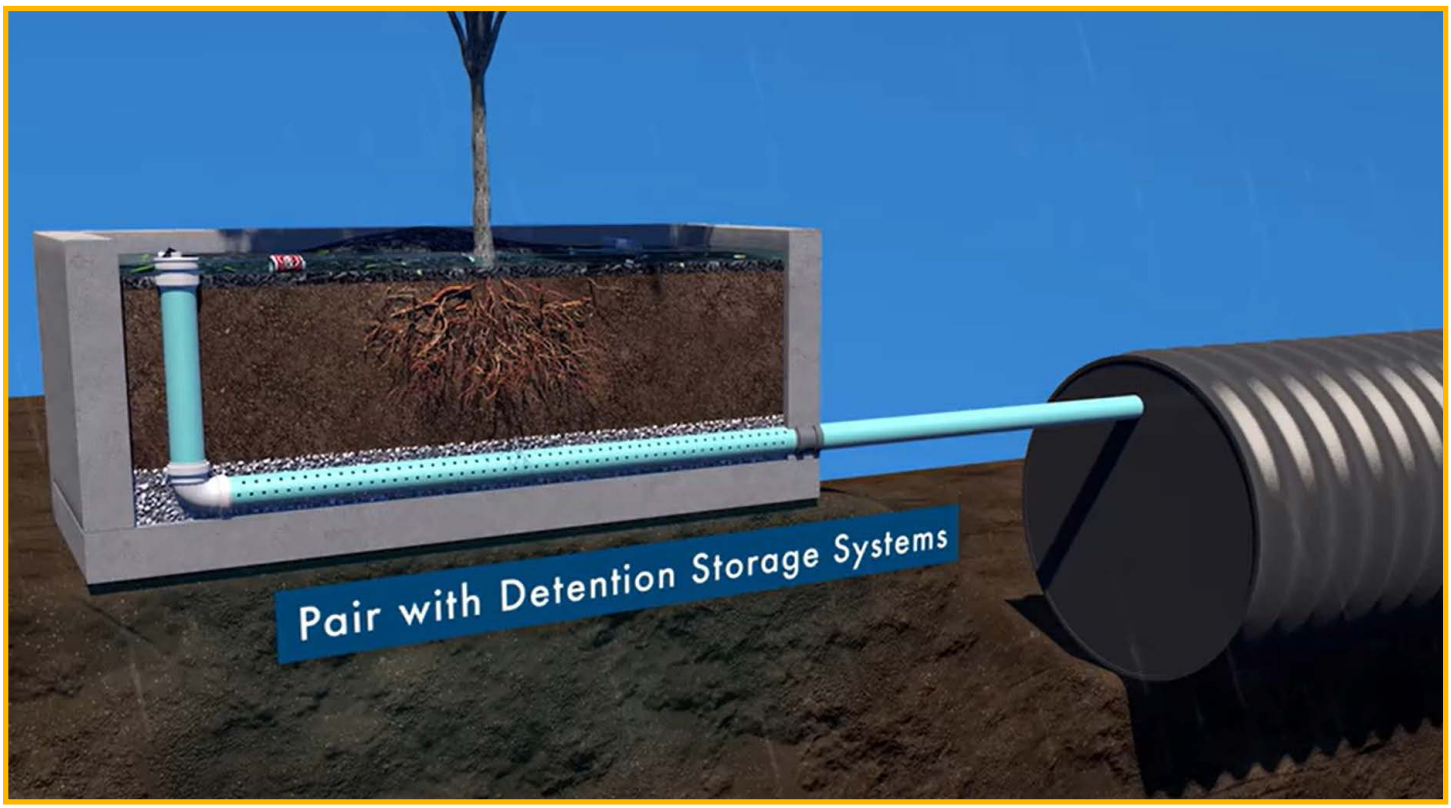
These photos were taken during the large storm event in 2010 when Kimley-Horn started evaluating constraints for the Hargrave Grade Separation. Note the significant runoff upstream at Ramsey Street that ponds on the north side of the grade crossing.

In addition, our team performed a hydrology and hydraulic analysis of Smith Creek and the San Gorgonio River as part of the I-10 Bypass Drainage Study. This required analysis of the tributary area for the Hargrave Grade Separation area for the runoff going to the east adjacent to John Street and around the airport (referred to as Ramsey Street Drain system on the FEMA map).

Similar to the Sunset Grade Separation, we propose avoiding a pump station and extending a storm drain to the south. Based on as-bult plans dated 1991 and 2005, Line G along Hargrave Street extends from the outlet at Smith Creek up to Lincoln Street where it is plugged for future extension/buildout. Line G currently has active catch basins between Smith Creek and Charles Street. The portion from Smith Creek to Westward Avenue is maintained by RCFC & WCD, while the remaining portion up to Lincoln Street is maintained by the City.

Since the new sump for the grade separation will be lower than Line G at Lincoln Street, we anticipate needing a parallel system that maintains positive flow from the sump. This will extend to Barbour Street and join to the existing 36-inch RCP (City maintained portion).

Since the new sump area will collect runoff from the interchange and the railroad right-of-way to the west, it is possible that Line G will not have the capacity for the design storm event. If that is the case, the parallel storm drain could be evaluated to extend further south to a larger pipe section or underground storage could be provided at the sump area to detain the additional runoff so that the system can handle the design storm event. Our team implemented this concept on the 17th Street Grade Separation project in the City of Santa Ana. The concept includes a level of water quality treatment combined with underground detention.



If Line G cannot handle the runoff area coming from the sump, underground storage could be considered below the sump area on Hargrave Street. The diagram above shows optional pairing with water quality treatment. Our team implemented this approach on the 17th Street Grade Separation project in Santa Ana.

Structures

Our "Top-Down" construction method minimizes community impacts

Our team designed the railroad bridge and tieback walls on the Sunset GS. We know the challenges posed by the existing I-10 structures in the Pass Area including potential construction impacts. For Hargrave, we recommend a "Top-Down" construction approach to minimize impacts to the community.

I-10 Hargrave Undercrossing Modification

The existing Hargrave Street Undercrossing was originally constructed in 1954, widened to the inside in 1965, and then widened to the outside in 1968. The 1968 outside widening considered the future lowering of Hargrave Street under this structure by lowering the south side foundations of the widening 12 feet below the adjacent original structure foundations. Even with this future forethought the profile necessary to lower Hargrave Street and provide the required vertical clearance under the proposed overhead structure, while also providing the required cross section for vehicles, bicyclist, and pedestrians is difficult.

This profile will result in a finished grade below a portion of the original 1954 spread footings, requiring the construction of a ground anchor wall, located in front of these footings, to provide support both vertically and laterally. The north 1968 widening is expected to have sufficient cover over the top of the footings to provide the necessary lateral support, but a small soldier pile wall will be required to support the pedestrian walkway with their vertical elements located in between the pile foundation.

The footing of the 1968 widening on the south side of the structure extends out the furthest at 6'-3" from the face of the abutment. This is the pinch point for the cross section that sets the location for the walls and limits space for traffic lanes. Vertical soldier pile elements will have to be positioned between the front battered pile and if necessary, ground anchors will be installed to provide lateral support.

This approach with carefully spaced pile elements and ground anchors is consistent with what Caltrans accepted on the Sunset Grade Separation. The construction method involves slot-cutting and CIDH pile placement before the road is excavated to assure the existing bridge footings are secure.

See I-10 Undercrossing Structure exhibit at the end of this section.

Grade Separation

The proposed grade separation will be located south of the I-10 freeway approximately 275 ft. south of the I-10 alignment. The grade separation will carry the existing UPRR double tracks over Hargrave Street and will provide for a future Hargrave Street geometry that will provide for three 12-foot lanes in each direction, one 12-foot median, two 6-foot shoulders and two 6-foot sidewalks. Columns that support the structure are anticipated to be located in the 12-foot median. With this geometry and high seat abutments located adjacent to the sidewalk, the result is a two-span structure with two equal spans of approximately 55'-5" each.

The grade separation will have an anticipated width of approximately 80 feet and will provide for the two existing UPRR tracks as well as a future track and maintenance road similar to what our team provided on the Sunset Grade Separation. The structure will cross Hargrave Street at a slight skew of approximately five degrees.

Based on the anticipated span lengths provided above, two superstructure types have been identified as suitable for this structure and include rolled steel girders; and precast prestressed concrete adjacent box beam girders. The UPRR Grade Separation Guidelines Section 6.9.1 identify both of these structure types as being suitable for use but prefer the use of the rolled steel girders with steel plate deck. Once the geometry of the structure is finalized, a Type Selection Report will be prepared to evaluate each structure type and provide a recommendation.

Top-Down Method

The Top-Down construction method would use a secant pile style wall for the construction of the abutments. This abutment style would utilize two different pile sizes that would intersect each other with a smaller diameter unreinforced pile and a larger diameter reinforced pile making up the cantilevered abutments and adjacent walls that will support the existing track. The benefit of this style of abutment is that it can be constructed from the top down, resulting in little to no shoring being required for the construction of these abutments.

The construction of the bent could also be completed from the existing grade using a similar top-down method. For the bent construction a temporary shoring box around the limits of the bent cap and temporary steel casings that would extend to below the level of the top of the pile foundations will be used. Use of these elements would allow for the construction of the larger diameter concrete piles, concrete columns and concrete bent cap with limited excavation, and shoring adjacent to the active shoofly tracks.

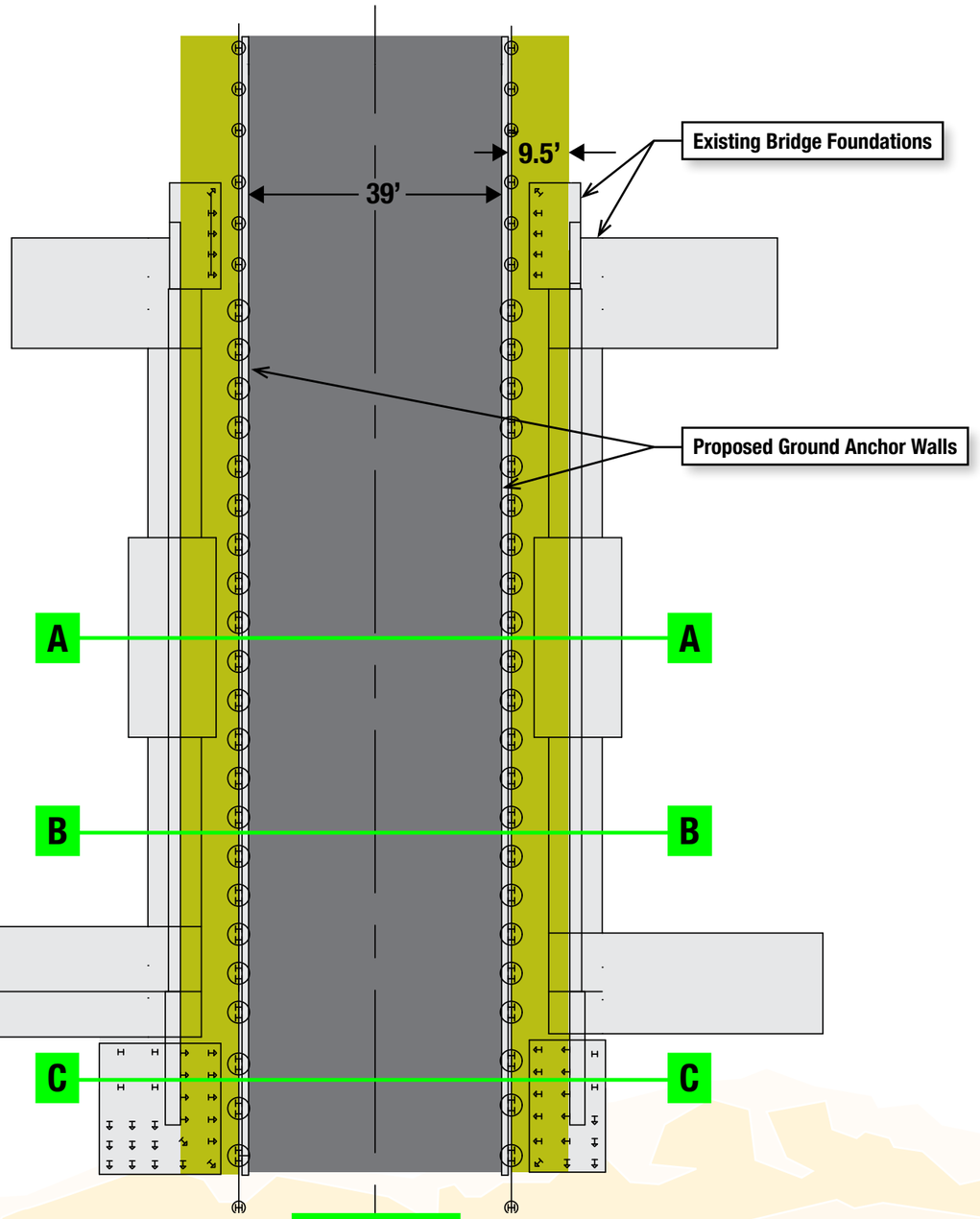
Once the bents and abutments are completed, the superstructure, with either rolled steel girder with steel deck plat or precast prestressed concrete girders could be placed. Once this is complete, the track can be reestablished back on its original alignment on the new structure. After the track is reopened on the structure then the excavation of Hargrave Street under the structure could begin.

This Top-Down construction method has the benefit to construct the bent and abutments without tall and expensive shoring directly adjacent to the active shoofly tracks.

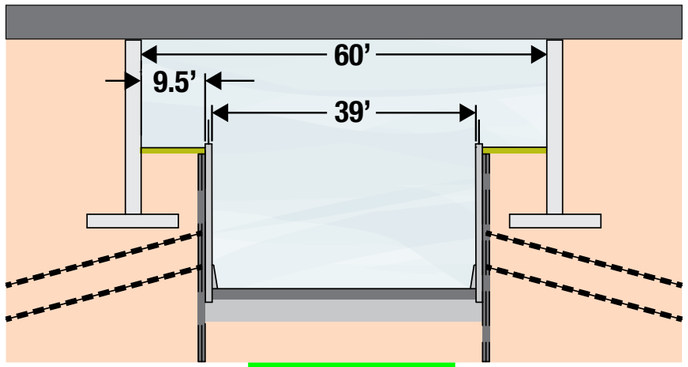
Retaining Walls

For retaining walls adjacent to the I-10 Undercrossing structure within Caltrans right-of-way, we generally anticipate a Caltrans style standard Type 1 Retaining Wall. For the large retaining walls to the south of the railroad bridge along Hargrave Street adjacent to existing development, we anticipate a similar secant pile wall configuration using top-down construction as described above for the railroad abutments. For shorter walls to the south, it is generally more cost-effective to go with Caltrans style Type 1 Retaining Walls or similar cast-in-place walls.

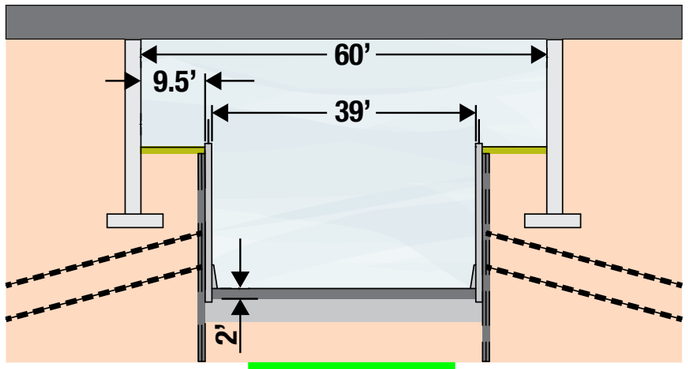
I-10 Undercrossing Structure



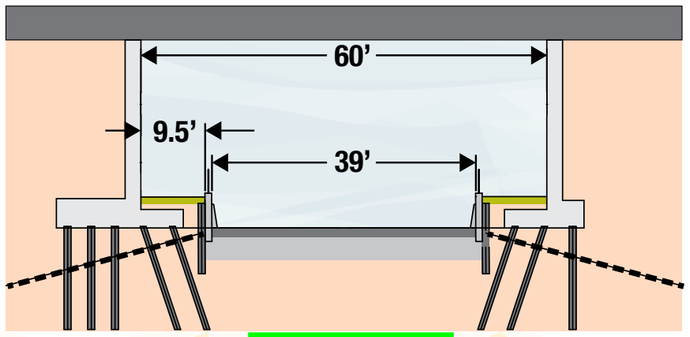
Plan View



Section A-A



Section B-B



Section C-C

Construction Staging

We will minimize community impacts and schedule delays—saving you money

The closure of Hargrave Street between the UPRR tracks and Lincoln Street has the potential to save approximately $20M and reduce the construction duration by 12 months.

The key to construction staging is to minimize impacts to residents and businesses while optimizing the ability for a contractor to accelerate construction since additional time has more impacts on the community, typically results in higher bids, as well as poses a higher risk for claims and change orders. At this time, residents are the larger concern (versus businesses) as the southeast side of the city is primarily single-family homes and the residents are outspoken. Many have relocated to the Pass Area to avoid heavy traffic and congestion, and generally oppose projects if they believe they will result in increased traffic.

Depending on timing, the planned developments in the airport redevelopment area and surrounding area could present an increased need to address significant truck traffic. This is also a concern of the residents in the area as they are sensitive to truck traffic cutting through their neighborhoods creating increased noise and pollution.

Given that there are multiple traffic rerouting options to the west of Hargrave Street, construction staging will likely be able to consider a closure of Hargrave Street between the UPRR tracks and Lincoln Street for an extended period of time. Our team's strategy will be to find the ideal balance for a street shutdown that minimizes impacts to the community while maximizing the contractor's efficiency to complete the work.

If a closure of Hargrave Street between the UPRR tracks and Lincoln Street is feasible, this will save the project approximately $20M and 12 months of construction duration.

If traffic forecast numbers come in higher than expected or if other concerns arise, such as response times for emergency vehicles through the adjacent detour routes, then a temporary detour road adjacent to Hargrave Street could be studied. This could be constructed just to the west of the excavation where the full property acquisitions are occurring. It would likely have additional impacts to properties, require a temporary grade crossing, and present challenges at the eastbound ramp intersection since the freeway bridge abutment is directly adjacent.

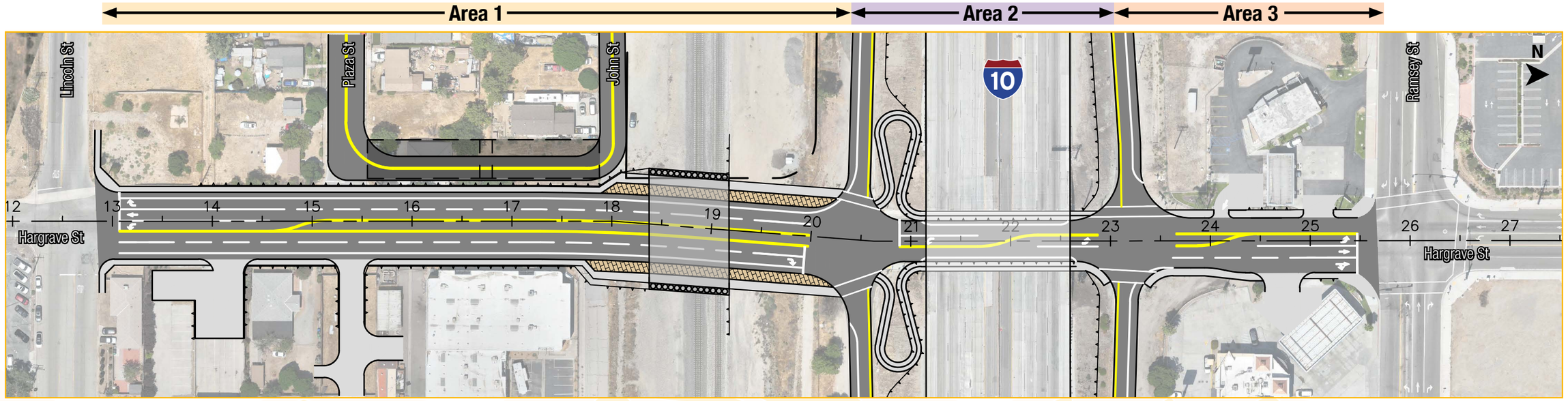
The work to the north at the interchange to lower Hargrave Street and the ramps will typically take less time than the work to the south that involves construction of the bridge, approach walls, and road lowering. For this reason, the interchange work can be overlapped with the south end work to minimize closures of both Hargrave Street and the interchange. Note that for the interchange work, the eastbound ramps can be closed first so the westbound ramps can remain open similar to how our team staged the Sunset Grade Separation. See Construction Staging exhibit on the following page which demonstrates the basic stages with timeline.

Construction Staging

Phase	Location	Year 1												Year 2												Year 3											
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
Phase 1	Area 1	2 Months	Property Demolition/Clearing																																		
Phase 2	All		8 Months	Utility Relocations (Assumes Option 2 Sewer Relocation to the west)																																	
Phase 3	Area 1							6 Months	Construct Shoofly Tracks																												
														HARGRAVE STREET CLOSURE = 15 MONTHS																								
Phase 4	Area 1													Close Hargrave Street South of I-10 Interchange = 10 Months																							
														9 Months									Bridge and Wall Construction South of I-10 Interchange														
Phase 5	Area 1																6 Months						Excavate and Construct Roadway South of I-10 Interchange														
																							UPRR Operations on New Bridge														
Phase 6	Area 2																			Close Eastbound I-10 Interchange Ramps																
																				4 Months			Lower Eastbound Ramps														
Phase 7	Area 2																						Potential to Open Eastbound Ramps for Access to/from the South														
																				9 Months						Construct Walls Under Freeway and Lower Roadway											
Phase 8	Area 3																							Close Westbound I-10 Interchange Ramps													
																								4 Months			Finish Walls, Lower Westbound Ramps, Finish Hargrave Street Up to Ramsey Street										
																											Open Westbound I-10 Interchange Ramps										

= Task
= Construction Phase Duration
= Closure
= Open

TOTAL PROJECT CONSTRUCTION = 27 MONTHS



Aesthetics

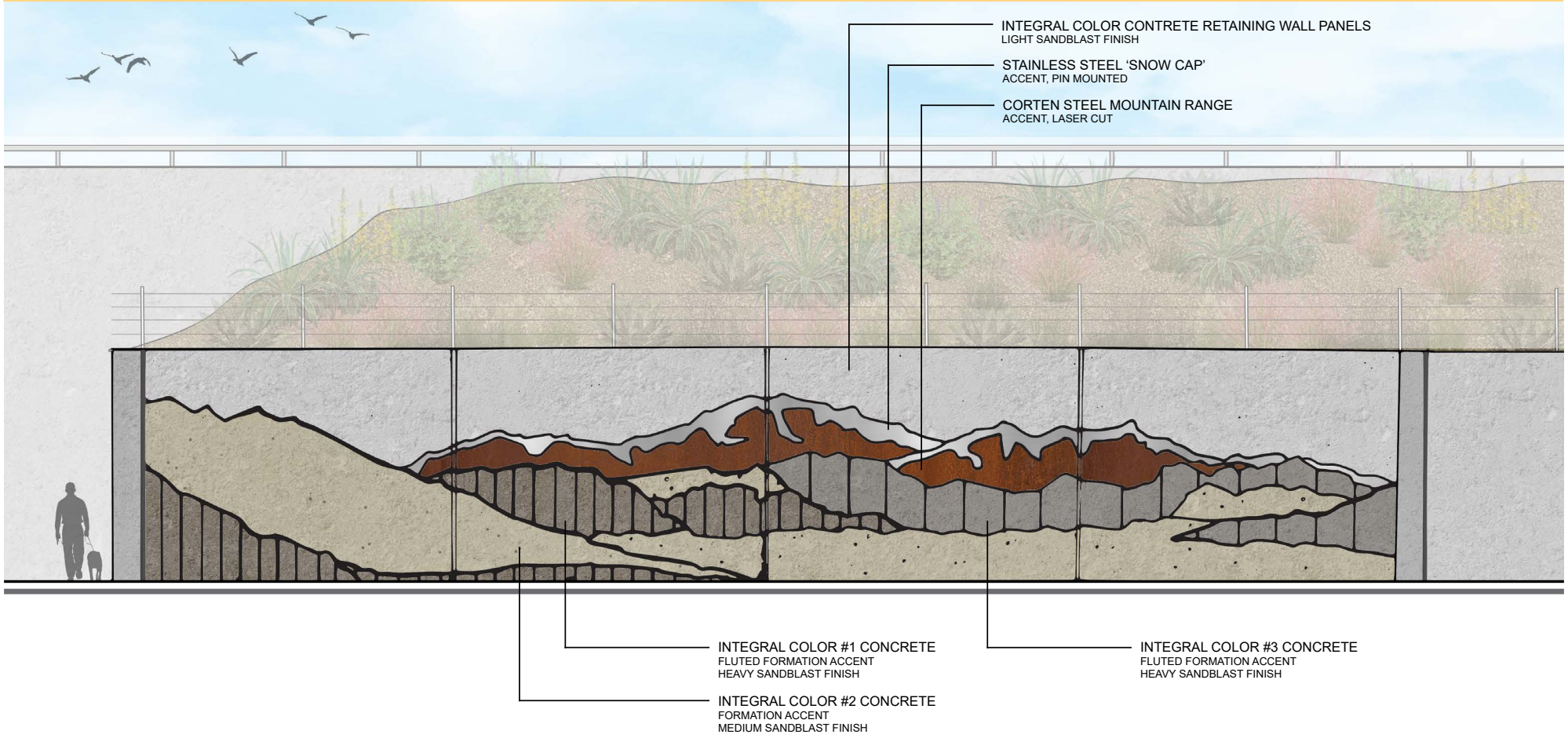
Our aesthetics will reflect Banning's scenic beauty, creating a memorable gateway to redevelopment.

Drawing inspiration from Banning's surrounding mountains and unique landscape, we will work closely with RCTC, the City, and community leaders to develop aesthetics that truly reflect the culture and spirit of Banning.

The Kimley-Horn team is excited to partner with the City in developing an aesthetic theme for the grade separation that truly captures the character and scenic beauty of Banning. Drawing from our successful approach to aesthetics on the Sunset Grade Separation, we will propose cost-effective features that instill a sense of pride in the community. This will greatly enhance the redevelopment area and its adjacent residential communities.

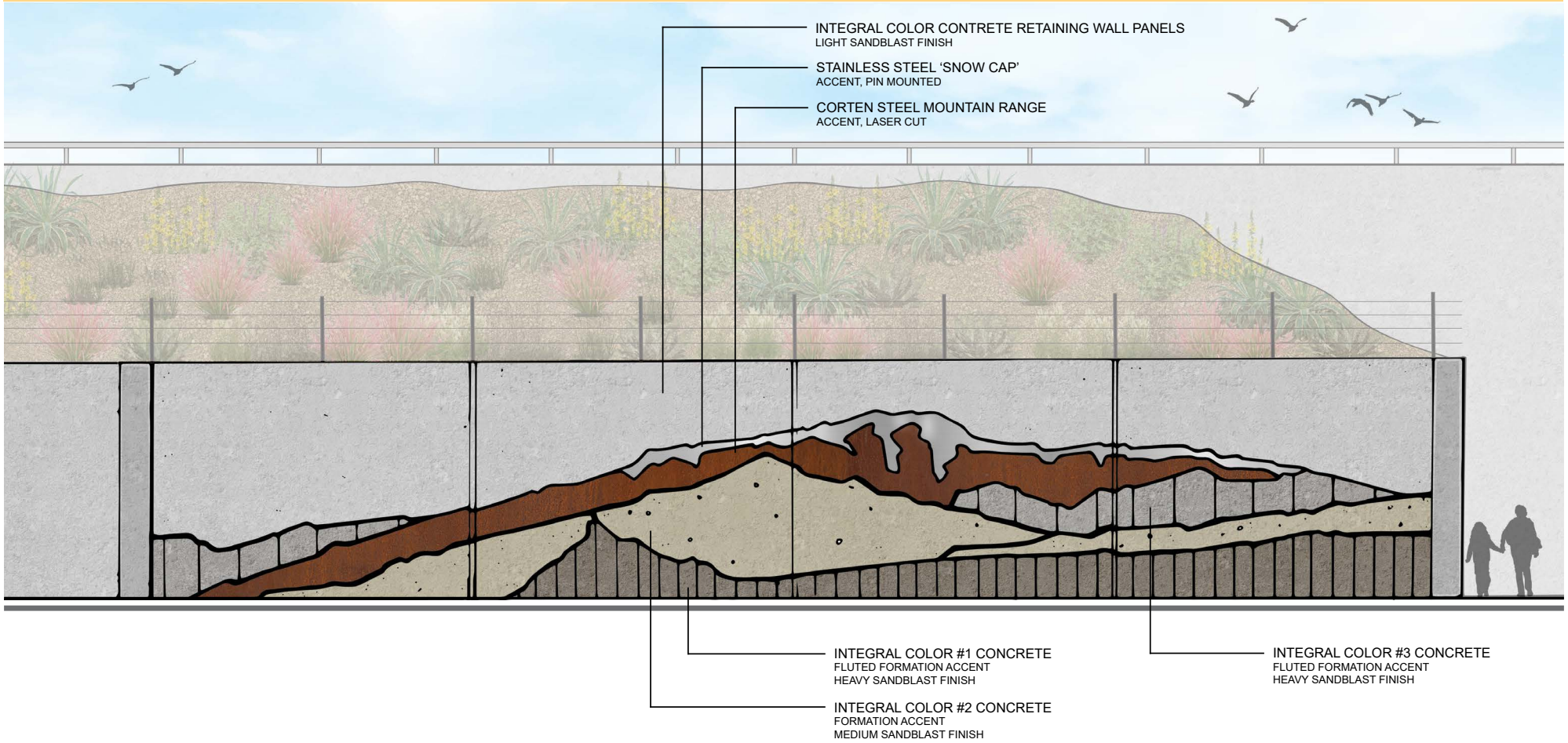
Situated in the heart of Banning, the Hargrave grade separation presents an opportunity to not only improve vehicular and pedestrian circulation, but also create a memorable experience for residents and visitors passing through this gateway. We have developed concepts on the following pages which showcase unique themes the City may consider incorporating into the grade separation retaining walls, railway barrier fencing, and pedestrian barrier fencing. Working closely with City staff, City Council, and the public, we are prepared to further develop these concepts or create new ones to create a welcoming and visually striking Gateway to Redevelopment, one that celebrates the City's rich heritage.

San Gorgonio Retaining Wall Theme – *Aesthetic Concept*



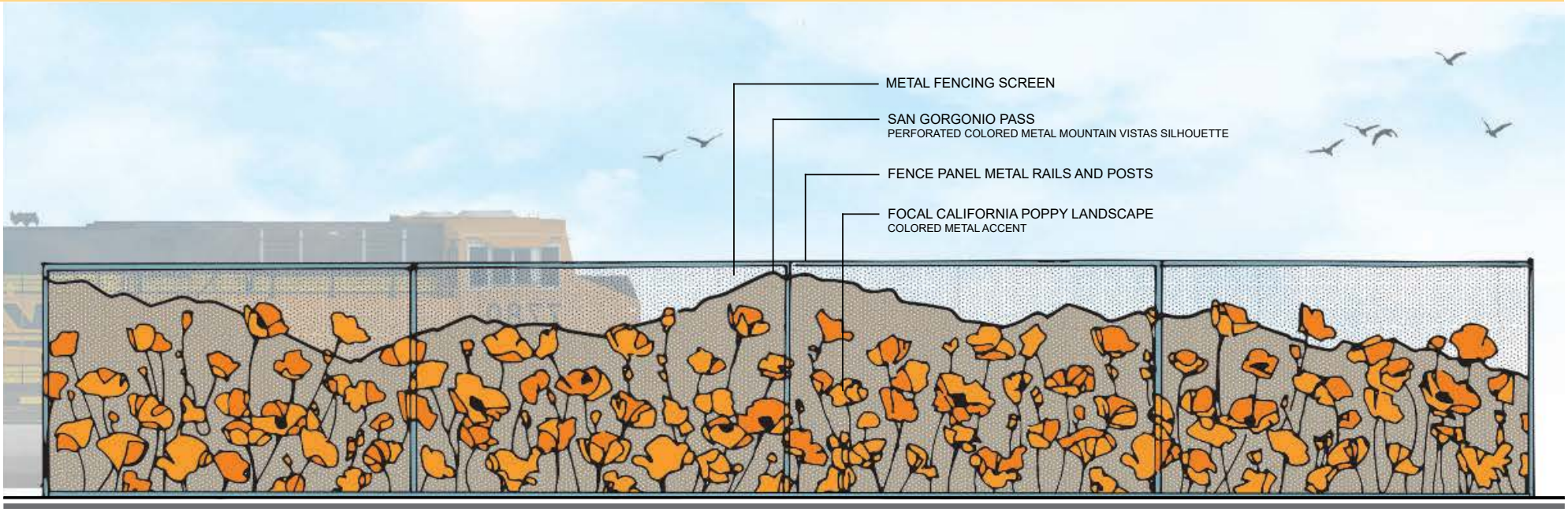
The City of Banning is situated in the picturesque San Gorgonio Pass between two significant mountain peaks, Mount San Gorgonio (to the north) and Mount San Jacinto (to the south). The aesthetic design features in this rendering showcases the snowcapped peaks of San Gorgonio Mountain, or Old Greyback, the highest peak in Southern California.

San Jacinto Retaining Wall Theme – *Aesthetic Concept*



This rendering beautifully showcases the mountain and desert landscapes of San Jacinto Mountain, highlighting its topographical prominence. These aesthetic wall treatments enhance both grade separation retaining walls and can be appreciated by travelers in either direction—this is where the "sense of place" comes to life.

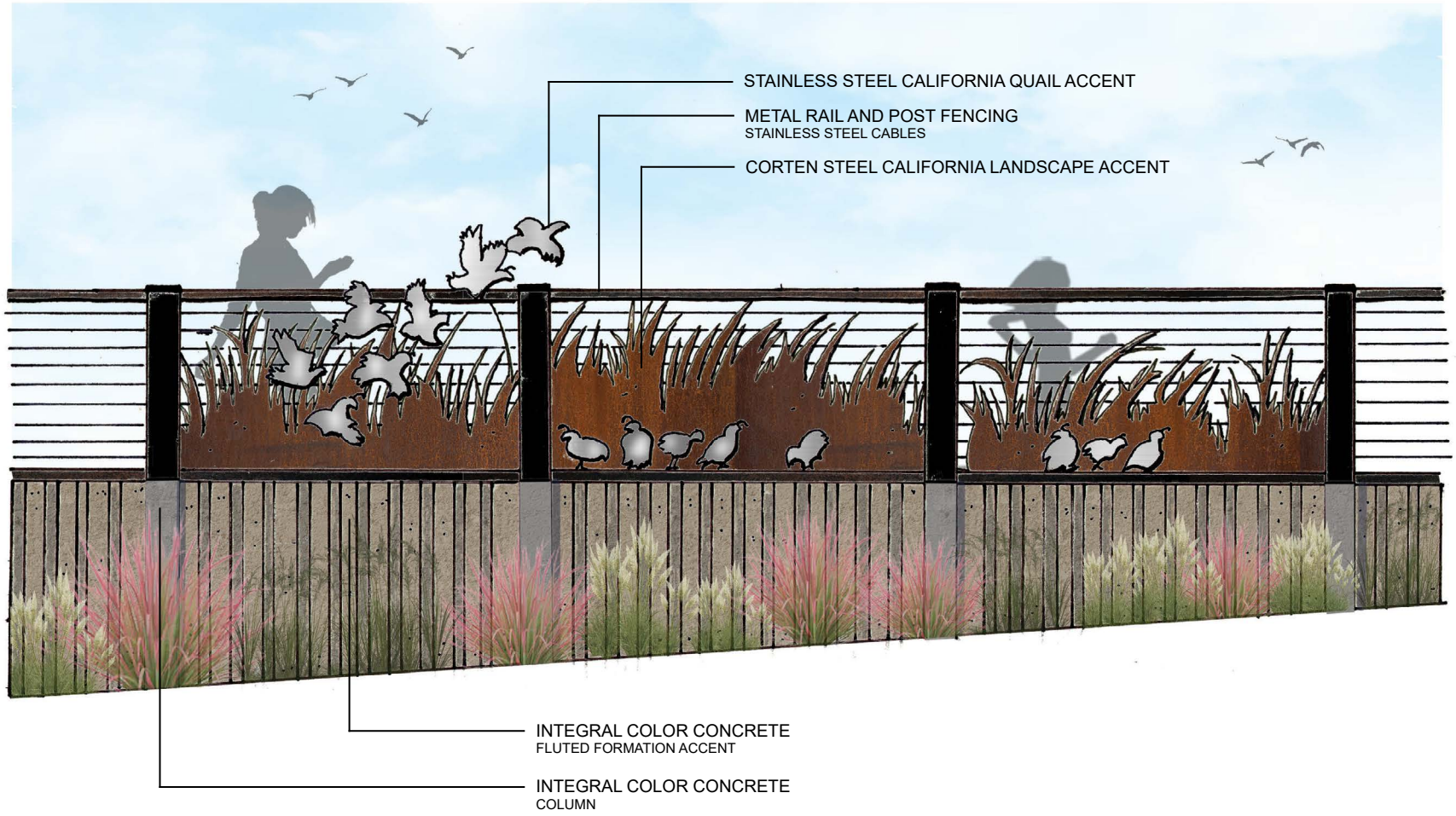
Railway Barrier Fencing – *Aesthetic Concept*



BRIDGE STRUCTURE

The foothills boast iconic California features, offering a glimpse into the California landscape. The aesthetic design in this rendering celebrates the California State Flower, the California Poppy.

Pedestrain Barrier Fencing – *Aesthetic Concept*



The aesthetic design in this rendering highlights the key natural and plant elements of the desert landscape, and the California State Bird, the California Quail, creating a serene and secure environment for pedestrians to enjoy.

Freeway Ramp Aesthetics



The aesthetic features of the Hargrave Grade Separation project are truly a celebration of the best aspects of Banning. They create a visually stunning display for both motorists and pedestrians passing through the gateway. Landscaping will play a vital role in seamlessly integrating the desert's drought-tolerant landscape into the project, with accent boulders inspired by the nearby foothills adding visual interest. This project will greatly enhance the community by honoring the area's unique setting, providing an attractive connection for vehicles and pedestrians, and celebrating the community's resilience and commitment to embracing new enhancements in the "City of Endless Opportunity".

Hargrave Street Rendering showing Aesthetic Opportunities



3. Environmental

Our NEPA approvals are efficient and quick

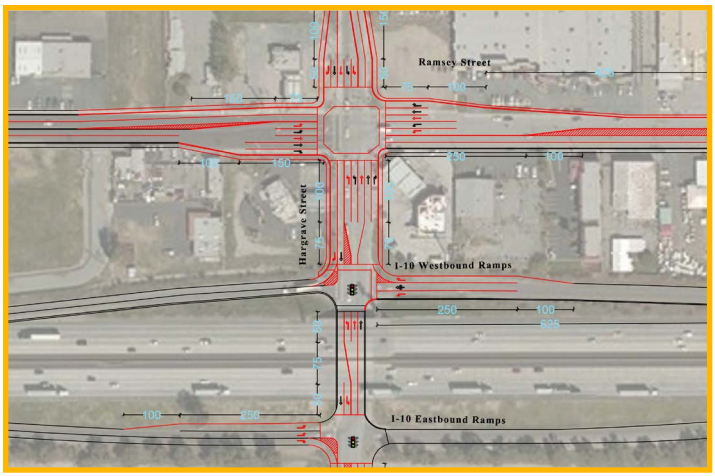
Our expertise in Caltrans and FRA-Led NEPA processes, along with deep knowledge of the project area, will help ensure efficient and quick NEPA approvals. We secured NEPA approvals for the Sunset Grade Separation in just six months. We also obtained NEPA approvals for the I-10 Bypass.

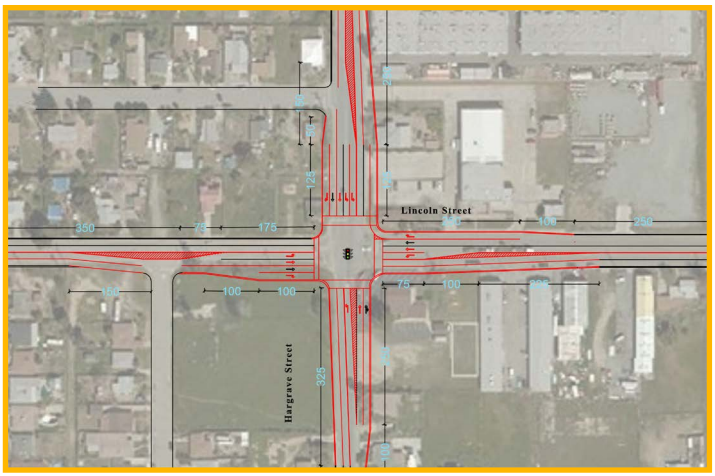
The Kimley-Horn team includes the same staff who have worked with the City on many projects in the past, and most recently obtained NEPA compliance for a Complex EA on the adjacent I-10 Bypass project. Our experience and deep knowledge of the project area will result in efficiencies and the ability to expedite the schedule.

This project is anticipated to be a Statutory Exemption (SE) under CEQA and a Categorical Exclusion (CE) under NEPA. The City will be the CEQA lead agency and will require our assistance in preparing a Notice of Exemption (NOE). As outlined in the RFP, the lead agency for NEPA will be Caltrans. As noted in Article 4, Subtask 2.1, of the Grant Agreement with the FRA, the lead agency for NEPA will be the FRA and they would determine appropriate class of action. Caltrans has jurisdiction over the impacted I-10 Freeway ramps and will need to approve work performed in their right-of-way regardless of the NEPA lead. The FRA may delegate the NEPA lead to Caltrans since they are already involved. This occurred on the Colton Crossing project for which our team member, LSA, led the environmental. The other possibility is that FRA is the NEPA lead and the City and the Kimley-Horn team complete all NEPA documentation consistent with FRA guidance. Our team would work with both Caltrans and FRA to prepare the technical documentation using a single acceptable format. We will help the City confirm the NEPA lead at the beginning of the project so the proper format and processing of environmental technical studies is known.

The following summarizes the primary environmental disciplines which will require technical studies and the approach our team will take.

Traffic Studies - Our teaming partner, LSA, has assisted the City with traffic analysis for previous general plan updates; helped update the traffic fee component of the City's Development Impact Fee (DIF) Program; and understands the General Plan Street System. LSA also helped the Kimley-Horn team with the traffic modeling for the redistribution of traffic on the I-10 Bypass project, which impacts traffic circulation along Hargrave Street. Our approach is to use this knowledge and extensive data to provide adjacent project coordination and make critical design decisions based on the temporary and ultimate traffic conditions planned for the area.



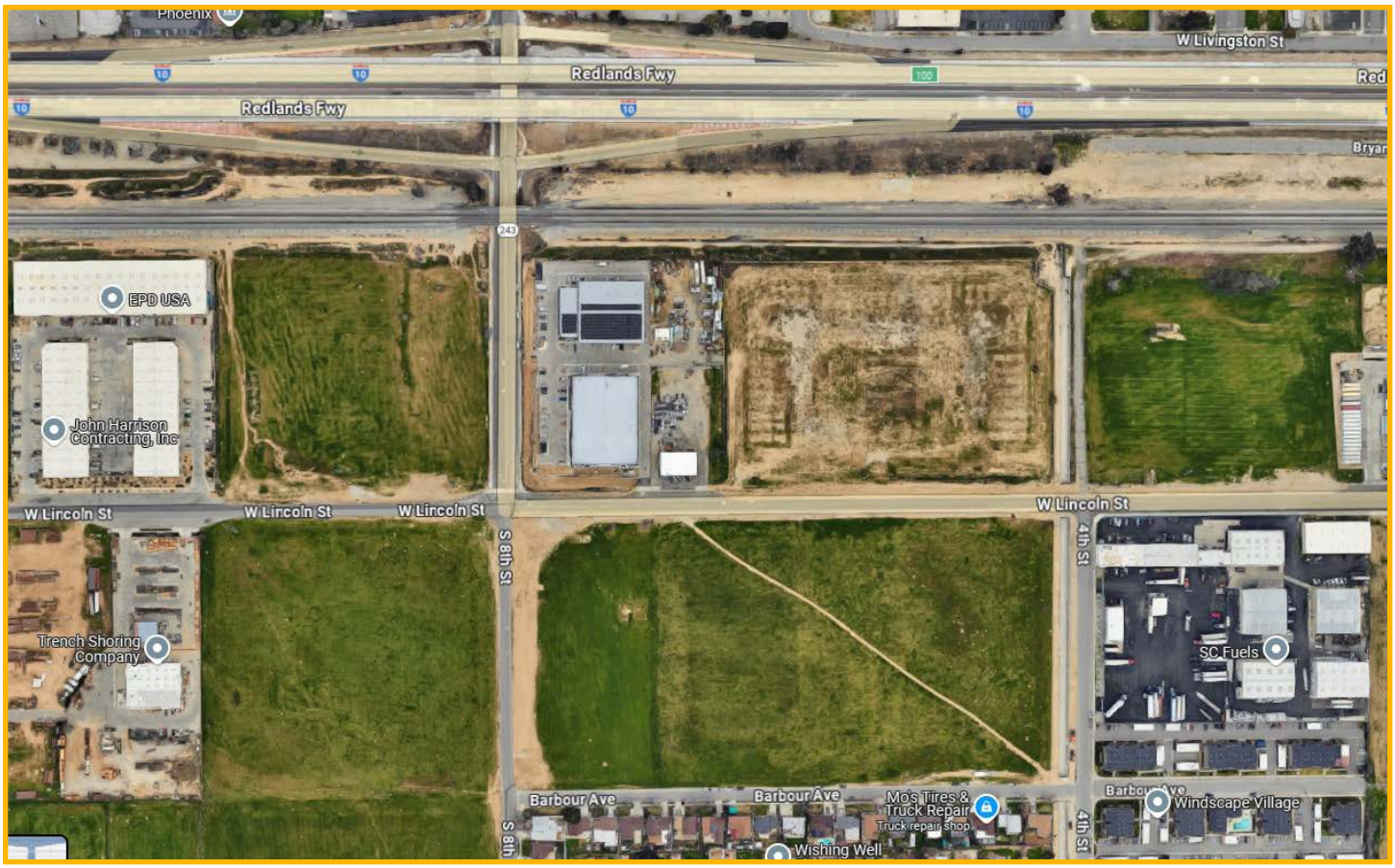


The information our team has on the project intersections, such as these for the Banning Fee Program, will present a cost savings and assure coordination with other City programs.

In addition, an effective Transportation Management Plan (TMP) is needed to address traffic conditions during construction. For detouring around the project area, local traffic not accessing the freeway can be routed to San Gorgonio Avenue. Traffic accessing the freeway can be routed to 8th Street. If peak hour volumes are excessive at 8th Street, the detour can be extended to 22nd Street or even alternate at Sunset Avenue. Our team already has a traffic analysis of these intersections as part of the I-10 Bypass studies and will just need to obtain new traffic counts for updates.

Understanding the unique situations in the City will result in better solutions and help reduce City staff efforts. Our team has history in the area and will serve as an extension of City staff. One example is the temporary detour route along Lincoln Street. The City is concerned about impacts to pavement along this route as well as assuring safe pedestrian access with the additional traffic and paths that high school students use near the intersection with 8th Street.

Our team's knowledge of the area will help reduce City staff time as we will truly serve as an extension of your staff.



Safety and pavement condition are concerns for detour routes. This aerial photo shows the trail used by High School students between Barbour Avenue and Lincoln Street for access to the other side of I-10. Our team will propose project features to assure pedestrian safety as part of the TMP.

Cultural Studies - We will provide a routine Historic Property Survey Report (PSR) including an ASR, HRER, Native American Consultation, and associated documentation of coordination efforts pursuant to AB 52. Due to the deep excavations, there is a potential for paleontological impacts. To address this, we will provide a Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER).

Biological Studies - While the project site is located within the Western Riverside Multi Species Habitat Conservation Plan (WR-MSHCP), based on our experience in this area and review of the WR-MSHCP, there is a concern for riverine/riparian habitat and downstream impacts in the Coachella Valley MSHCP related to sediment transport.

The drainage area that flows to the east along John Street/UPRR and then to the south into Smith Creek was studied extensively for our I-10 Bypass project. Additionally, our latest understanding of the airport redevelopment area as well as the Morongo Section 12 (west) development is that this natural channel through the respective properties will be maintained/protected.

We will minimize impacts to this drainage with the Hargrave Grade Separation and point out the primary source of flow which is the Ramsey Street Storm Drain. The objective is to show the wildlife agencies that the Hargrave Grade Separation will not result in impacts to sediment transport along this drainage based on the relatively minimal runoff contributing to this drainage from the project area (i.e. the majority is coming from the Ramsey Street Storm Drain).

There is the potential for the presence of habitat for burrowing owl (*Athene cunicularia*), Marvin's onion (*Allium marvinii*) and many-stemmed dudleya (*Dudleya multicaulis*) due to project's proximity to survey areas identified in the MSHCP. Early coordination with the Western Riverside Regional Conservation Authority (RCA) and the resource/regulatory agencies will confirm the level of analysis to be completed to demonstrate compliance with the MSHCP and identify appropriate mitigation, if required.



Our team has useful information on this drainage area that flows east and then south into Smith Creek.

Air Quality - As an exempt project we generally anticipate planning the benefits to air quality as it relates to removal of a grade crossing and associated idling traffic. Additionally, the project is exempt from conformity under 40 CFR 93.126 (Railroad/ Highway Crossing) as a grade separation that does not change the number of through lanes and does not change the channelization or signalization status of intersections at either end. Kimley-Horn will develop an air quality report consistent with the Caltrans SER to analyze the project's construction and operational air quality impacts and document that the project is exempt from federal conformity.

Noise and Vibration - Sensitive noise receptors generally exist in the southwest quadrant residential area. If the temporary shoofly tracks are constructed to the south of the mainline tracks closer to the residential area, there is a high likelihood that the noise threshold limits will be exceeded. This could result in a temporary noise wall that will likely be an attractive permanent feature by the local residents.

Our concept puts the shoofly tracks on the north side of the mainline tracks and will avoid noise and vibration impacts to the residents. This will also prevent the need for temporary or permanent sound walls.

The proposed project is considered a Type I project according to 23 CFR 772 and the Caltrans Noise Protocol because the grade separation consists of a vertical alteration. Therefore, a Noise Study Report following the Caltrans SER will be required. Kimley-Horn will prepare a work plan and coordinate with Caltrans District 8 noise staff to ensure the noise measurement locations and modeling assumptions are acceptable and to streamline the review process.

Hazardous Materials - The Kimley-Horn team will conduct a routine Initial Site Assessment (ISA) for the project area. Potential concerns are leaky underground storage tank (LUST) sites associated with the gas stations to the north as well as typical hazardous materials found within railroad right-of-way. The ISA will evaluate the potential for impacts to the project area from users along Hargrave Street and the rail corridor. Our team documented similar sites within the area as part of the I-10 bypass project.

Water Quality - The project area is contained entirely within the Whitewater River Watershed, which is part of the Colorado River Basin, with the nearest receiving waters being Smith Creek. Our team is familiar with the requirements of this watershed through our recent environmental work on the I-10 Bypass project, which showed that there are no existing or proposed Total Maximum Daily Loads (TMDLs) for any of the receiving waters within the project area.

Compliance with the Municipal Separate Storm Sewer Systems (MS4) Permit will be a dual process. Caltrans will require a Stormwater Data Report (SWDR) to comply with the MS4 Permit for work within their right-of-way. For the City portion, compliance with the Whitewater River Watershed MS4, a Water Quality Management Plan (WQMP) is required for Priority Development Projects. Since the grade separation project does not fit within one of the seven categories established in the guidance, a WQMP is technically not required; however, the MS4 Permit does require the project implement BMPs to the Maximum Extend Practical (MEP). Additionally, a Water Quality Assessment Report (WQAR) that follows the Caltrans December 2022 Water Quality Assessment Report Content and Recommended Format is proposed for work within the Caltrans right-of-way to support the DEER.

Based on the constrained project site, we will not be able to implement infiltration or larger scale bio-treatment. Instead, we will consider proprietary devices within Hargrave Street that treat pollutants from the paved surfaces (such as a Filterra system). We also anticipate providing measures to prevent erosion, such as rip-rap or rock slope protection, grading, and lined ditches/channels where appropriate. All of these features will be discussed with City staff to confirm the ability to provide maintenance.

4. Right-of-Way

Our ROW experts ensure compliance and secure certification

Our team successfully processed right-of-way needs for 14 grade separations projects including the Sunset GS. One of our team members is a former Caltrans HQ Chief of Real Estate and will help ensure overall compliance and secure the right-of-way certification.

Our team has a thorough and in depth understanding of the right-of-way elements for the project. These can be divided into different categories with our approach and implementation for each described below. For all right-of-way processing, we are keenly aware and familiar with the requirements for Caltrans Right-of-Way Certification which is a prerequisite to construction contract advertising and award.

The following describes our approach to each impacted property. The proposed features described are also shown on the Opportunities and Constraints exhibit provided in the Roadway Design section.

Commercial Properties

There are four impacted commercial properties. This includes the two gas stations (Arco, Mobil) with convenience stores at the intersection of Ramsey Street and Hargrave Street. The Mobil service station appears to be undergoing a rebranding. This site also has a Churches Chicken restaurant associated with its operation. Additionally impacted are the Banning Industrial Park and Valley Food Service properties.

Among the most challenging parcels is the Arco station on the southwest corner of Hargrave Street and Ramsey Street. The challenge is the profile grade versus the existing driveway and the directly adjacent fuel pumps. This leaves very little room for grade changes associated with the lowering of Hargrave Street. Rest assured that a concerted effort will be made to limit the interruption to business operations during and subsequent to construction, as well as limit the potential for a Loss of Business Goodwill claim – which in California is quite common. Communication and coordination with the owner/operator will take place to confirm petroleum and sundry delivery schedules to the site with the goal of maintaining a “window” providing maximum ingress/egress during construction.

Based upon site visits and accurate 3D data obtained by a drone scan flyover, we have determined that narrowing the southerly Arco station driveway on Hargrave Street will result in the ability to maintain outbound vehicular circulation and thereby minimize severance damages to the parcel. The driveway design will also enable continued usage of all existing fuel dispensers. Integrated in the design for this parcel will be improved circulation patterns around the primary building to assist with fuel delivery truck movements and vehicle movements in general. Designing and demonstrating a reconfiguration that works puts the City in a position that minimizes exposure for claims associated with Business Interruption, severance damages, and the aforementioned Loss of Business Goodwill.

The Mobile station on the east side of Hargrave Street has more room and the driveways can be reprofiled and lowered with adequate space to slope to the fuel dispensers. This property is similar to the Chevron station on the Sunset Grade Separation with respect to required grade changes adjacent to the fuel pumps.

The Banning Industrial Park also presents challenges due to the building located directly adjacent to the proposed retaining walls and a commercial driveway with truck loading dock roll up doors at 90 degrees to the subject driveway. The design concept we discussed with the City includes protecting the existing building with construction of a secant pile wall and shifting access to the south to be shared with Valley Food Service

and a residential property. This design solution maintains direct access to Hargrave Street and incorporates a reciprocal easement between the users of the maintained driveway which is quite common with a shared ingress/egress point.

Our initial approach is to investigate the potential for the airport redevelopment limits to extend and include this complex. If it does, there could be a cost savings with the building removed prior to construction of the project. If this does not occur, we will meet with the three property owners to explain how common use, security, and maintenance of the shared driveway will be accomplished. All information learned from property owners and/or tenants will be considered and evaluated as a means to optimize design and efficiency.

Our team uses 3D perspectives to show property owners what the final condition will look like. This visualization typically has a positive impact and helps with negotiations.

Modifications for the Valley Food Service property include the new shared access agreement for its existing northerly driveway and design of the existing southerly driveway apron which will align to the new gradient of Hargrave Street.

Residential Properties

All impacted residential properties are south of the UPRR railroad right-of-way. Four properties are impacted on the west side of Hargrave Street and two on the east side. Both of the east side properties are adjacent northerly and southerly to the Valley Food Service property. The one to the north will need the changed access that will be shared with Valley Food Service and Banning Industrial Park as previously described. The second property is on the northeast corner of Hargrave Street and Lincoln Street and will require partial acquisition to accommodate the widened road, and a temporary construction easement to construct the project.

Two single family residential properties on the west side of Hargrave Street will require full acquisition to connect John Street with Plaza Street. We understand that the City is already advancing one of those acquisitions on the vacant lot. The other will require valuation and acquisition along with a State required Relocation Plan addressing the details and accommodations as it pertains to the displacement of the residential occupant. State and Federal regulation required relocation advisory services and assistance will be administered to the displaced occupant(s), as appropriate.

The remaining two properties on the west side of Hargrave Street closest to Lincoln Street will require partial right-of-way acquisitions to accommodate the widening of Hargrave Steet, and a temporary construction easement to accommodate construction of the project.

Caltrans Right-of-Way

The approach with Caltrans (District 8) right-of-way is to keep the ramp improvements within the existing State right-of-way and thereby have no acquisitions – permanent or temporary. Similar to the Sunset Grade Separation, we have determined that there exists adequate space to construct the project. As a result, the request of Caltrans is that an encroachment permit be issued at the end of the DEER process to address temporary access for construction. Any permanent or temporary right-of-way acquisition involving Caltrans on- or off-system land has the potential to “kick” the project out of the DEER process. There are a host of reasons, the least of which is extended time and uncertainty that is introduced if this were to occur. Accordingly, the project design parameters and limits will avoid this pitfall.

UPRR Right-of-Way

Similar to the approach with Caltrans right-of-way, there should be no acquisition of UPRR right-of-way. The established relationships our team has with UPRR personnel in Operations, Real Estate, Maintenance, etc. will serve to expedite all necessary measures (flagging, coordination, design approval, etc.) that will need to take place. The new grade separation crossing of UPRR right-of-way is addressed with agreements, typically in the form of a Maintenance and Operations Agreement. It is anticipated that retaining wall touchdown points and footings will be designed and accepted by UPRR and ultimately referenced and memorialized in said agreement(s). If the UPRR wishes to address matters differently, we have ample experience in these dealings and will endeavor to provide the least costly, most time efficient, and prudent manner in accommodating the UPRR.

City Street Right-of-Way

The right-of-way for the widened Hargrave Street will be obtained through the acquisition of permanent roadway easements as indicated for the properties previously mentioned. A new roadway and utility easement will be needed for the new connector road between John Street and Plaza Street. Our team will work closely with the City to assist with incorporating the newly constructed road into the City's system of roads as well as provide recorded instruments (rights) to utility companies that have been relocated as part of the project. In addition, our team is experienced with municipal street vacations and will coordinate closely with the City so that an official and proper vacation of a portion of John Street, east of Hargrave Street up to the newly constructed John Street, is carried out efficiently – if it is determined to be the most appropriate course of action.

5. Coordination, Agreements & Permits

Caltrans Approvals

We are well-versed in Caltrans' new process

Our team's unmatched knowledge of Caltrans' new DEER process and strong relationships with District 8 staff will help us maintain the scope and stay ahead of schedule.

For approvals within Caltrans right-of-way, we anticipate the new Design Engineering Evaluation Report (DEER) process. This replaced the previous Permit Engineering Evaluation Report (PEER) process which we implemented on the Sunset Grade Separation. ***The Kimley-Horn team is one of the first in the state to implement the newer DEER process and we are currently implementing this process on four other projects in Southern California. We also led Caltrans approvals for the McKinley Grade Separation with Caltrans District 8 and the Fullerton Grade Separation with Caltrans District 7.*** The key to our strategy is keeping within the DEER process to prevent the project from being put into full oversight. This is determined through the DEER Checklist. The Hargrave Grade Separation will have no problems maintaining the first five criteria in the checklist. The challenge will be item no. 6 for the walls under I-10 that cannot be designed per Caltrans Standard Plans. The similar tie-back walls that our team designed for the Sunset Grade Separation were able to remain under the PEER process at that time. Our team had a similar situation come up recently with the DEER process on another project and were able to obtain an exception from Caltrans Headquarters. We will discuss this issue early in the process with Caltrans and point out the similar exceptions they have given on other projects. ***Our knowledge of the new process, and similar situations we have successfully navigated through with District 8 staff, will lead to a solution that maintains the planned scope and schedule of the project.***

Design Engineering Evaluation Report Application Checklist				
No.	**Criteria (as it pertains to Hargrave GS)**	**True**	**False**	**Notes**
1	Maintain Environmental SE/CE	✓		Only provide features needed for grade separation
2	Single Build Alternative	✓		Required for SE/CE
3	No CTC Action	✓		No impacts to mainline I-10
4	No Caltrans R/W Conveyance	✓		Keep lowered ramps within existing right-of-way
5	No FHWA Approvals	✓		Maintain existing access points to I-10
6	No Structures that are not per Caltrans Standard Plans		✓	Walls under I-10 for Hargrave lowering
Risk: being kicked out of the DEER process based on Item No. 6.				
Solution: Leverage our experience and knowledge of the new DEER process to obtain an exception and remain on schedule. Coordinate this with Caltrans early during the Concept Development stage and emphasize schedule constraints and project benefits, similar to our successful approach on the Sunset Grade Separation.				

FRA Approvals

We will streamline the FRA approval process

We achieved FRA approvals in under six months for a local project, leveraging our trusted relationships with FRA and the expertise of a former FRA staff member who is now on our team. This experience and our relationships will streamline the FRA approval process.

The Kimley-Horn team routinely processes projects through the FRA for approvals; we know their process and expectations. This involves grant funding compliance as well as NEPA Compliance if led by the FRA. NEPA compliance for a Categorical Exclusion (CE) with the FRA requires environmental technical study approvals similar to what Caltrans requires when they take the lead on NEPA as delegated from FHWA.

UPRR and CPUC Approvals

Results-driven approach to negotiations with UPRR and CPUC

We successfully negotiated with UPRR on the Sunset Grade Separation and are currently obtaining UPRR and CPUC approvals on four Metrolink projects including six grade crossings, two new grade separations, and over six miles of new double tracking. This approach will prove equally beneficial for Hargrave.

Our team routinely provides coordination with UPRR for approvals using a proven approach. We work through Nick Vineyard, the UPRR Area Manager, to obtain design approvals and other necessary coordination. Nick will provide comments and obtain input from his groups in Omaha including track, grading/drainage, structures and utilities/right-of-way. Our team already has insights of the types of comments and timeline from UPRR based on our recent work on our Metrolink projects and the ACE Fullerton Grade Separation currently in construction—this is part of Kimley-Horn's core practice which will assure coordination with design disciplines and maintain urgency.

Examples of Kimley-Horn team's current and past UPRR approvals:

1. **Metrolink Simi Double Tracking (Nick Vineyard)** – shared corridor with UPRR right-of-way for one track, five grade crossings, UPRR siding, industry spur track, and shared right-of-way at station platform.
2. **Fullerton Grade Separation (Nick Vineyard)** – raise UPRR double mainline tracks 8.5 feet, provide double mainline shoofly tracks.
3. **Sunset Grade Separation (Kenneth Tom)** – raise UPRR double mainline tracks 2.5 feet, provide double mainline shoofly tracks.

Similarly, our core staff routinely coordinates with the CPUC for similar GO88-B approvals which will be required for the Hargrave Grade Separation. In the project area, this involves Utilities Engineer, Sergio Licon. ***Our team has prepared five GO88-B applications for nearby projects in just the last 12 months.*** We will bring the CPUC in early with the virtual diagnostic meeting and then followed by the formal field diagnostic meeting. Through our Metrolink work, we have developed a process to obtain "informal" input from the CPUC on the GO-88B documents before the formal submittal which occurs later in the schedule so that the approval window does not expire. This informal input assures no delays in the process when approaching the Commission meeting date.

Community Engagement

We care about this community and have a deep understanding of their needs

As part of the I-10 Bypass, our team has worked closely with the communities in the project area—we know their concerns and priorities many of which are related to Hargrave. We will lead workshops to share project information and gather input to build consensus and support for the project.

With all of the projects in the southeast side of the city, it will be key to properly educate the community and understand them.

Our team has engaged with City Council and the public about the Hargrave Grade Separation and understand that the project generally has support. Public outreach will still require a careful approach to maintain this support. There are currently many concerns about how the southeast side of the city will redevelop and how all of the supporting transportation projects will all fit in. The stakeholders, including landowners and developers involved with redevelopment, as well as emergency services and the school district are also concerned for how this will come together for proper access and timing.

The approach that has worked effectively for the residents and stakeholders in this area is to hold workshops where the team can educate the public about the project and gain input. This is where technical information on the project is shown along with schedule and potential impacts. Just as important will be reporting the latest on the adjacent developments and transportation projects with their timing and how they will be effectively coordinated to reduce impacts to the community.

Another focus area is making sure the media has the right information to properly educate the community through their outlets. Our team worked closely with David Heiss when he was with the Record Gazette to make sure he had accurate information about the I-10 Bypass. This can now be done with Editors Hector Hernandez and Kristy Loufek of the Record Gazette. Other media outlets can follow a similar process.

Our Project Manager, Darren Adrian, is native to the Pass Area and is able to connect with the residents and stakeholders as he is not viewed as an outsider. This proved useful on the I-10 Bypass project when coordinating with the community in the southeast side of the city. Darren was able to gain the trust of local residents and landowners that were initially negative towards the project.

Public Comments/Concerns

- Hargrave Street at-grade Railroad Crossing
- Truck Traffic
- Cut-through Traffic
- Existing Pavement Conditions



Funding Support

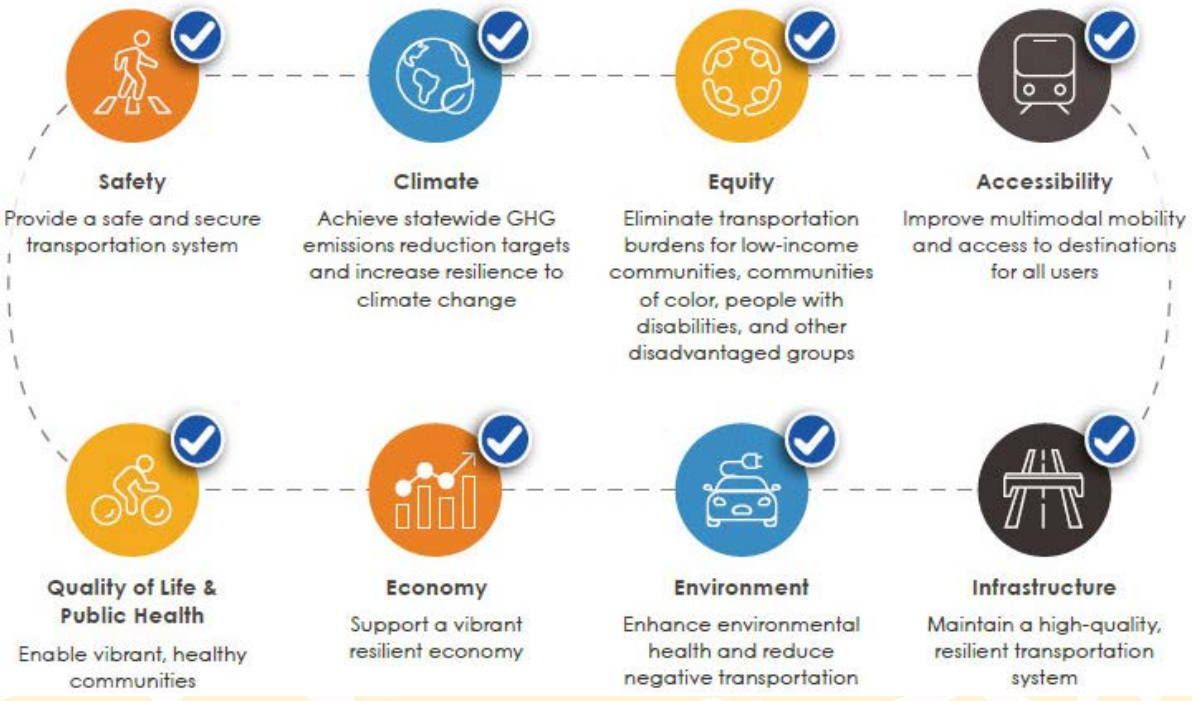
We are experienced in all levels of funding—our projects get built

Whether through local, state, or federal funding, our team already has an abundance of information to support funding applications for construction.

As a full-service national firm, we are involved with local, state, and federal funding programs. In addition, we have added a funding specialist with Avant-Garde, who focusses on applying for and processing grant and funding applications for large transportation projects. Avant-Garde specializes in working with smaller municipalities, such as Banning, to seek funding, and once received, manage compliance. In addition, Avant-Garde's staff works closely with Kimley-Horn as staff members have worked together for over 25 years. This relationship increases chances for success as the project needs and technical features are coordinated with the design team to attract funding.

Our team has all levels of funding covered. For local funds, Kimley-Horn is certainly familiar with the WRCOG TUMF program as we wrote the TUMF Credit and Reimbursement Manual and will use this knowledge to assure reimbursement is maximized in the program. The Kimley-Horn team has also remained close to the various City programs, including efforts to set up a funding district in the area.

State and federal funding are the larger sources, and our team is uniquely positioned. The Kimley-Horn team recently assisted the County with RAISE grant applications for the I-10 Bypass. This required pulling multiple sources of data to show the area's disadvantaged community, diversity, transportation deficiencies, safety concerns, and relevant future projects. It also included focusing in on project elements and features that attract funding. Our team led a similar effort for Morongo for their interchange improvements, also addressing key elements of climate action. These efforts will provide our team with the information and approach necessary to seek construction funds for the Hargrave Grade Separation.



Caltrans' climate action principles are key elements for attracting larger funding sources, and the east side of Banning shows very well for accomplishing all of these. Our team has this information from our other efforts in this area and will use it to obtain construction funding for the project.

One of the key elements for success with funding is garnering support from key stakeholders. Our team has the relationships and approach to obtain support from Morongo, the County, CHP, fire department, the Community of Cabazon, local businesses, and others. Our team even helped the previous District 5 Supervisor Hewitt with uniting the Pass Area to attract funding for major transportation projects as part of the Pass Area Mobility Projects effort. We recently helped engage Supervisor Gutierrez on projects in the Pass Area. Our team will implement all of these elements to obtain construction funding. As with many other elements of the project, we will truly act as an extension of City staff with these efforts.

Our team brings distinct advantages for managing existing funding sources and obtaining construction funding:

- Our team will maximize TUMF reimbursement as we wrote the TUMF Credit and Reimbursement Manual
- Our team will assist with FRA grant compliance and seeking additional funds using our previous FRA staff that oversaw the funding and compliance program
- Our team is familiar with TIRCP and the future plans for the Coachella Rail Line through this area and will assist with funding compliance and other coordination efforts
- We have recently applied for RAISE grant funding in this area and have all of the relevant data needed for the Hargrave Grade Separation
- We have proven relationships that will help with key stakeholder support, such as Morongo, the County, CHP, fire department, the Community of Cabazon, and local businesses
- We have necessary elements of the bigger picture as we assisted the County Supervisor to unite the Pass Area and attract funding

Pass Area Mobility Projects



LEGEND

1. Oak Hills Parkway/East Road (New City Road)
2. I-10/Wildwood Canyon Road Interchange (New)
3. I-10/County Line Road Interchange (Improvement)
4. Roberts Road Extension (New City Road)
5. I-10/Calimesa Boulevard - Sandalwood Drive Interchange (Improvement)
6. I-10/Singleton Road Interchange (Improvement)
7. I-10/Cherry Valley Boulevard Interchange (Improvement)
8. SR 60/Portrero Blvd Interchange (New)
9. I-10/Oak Valley Parkway Interchange (Improvement)
10. I-10/SR 60 Interchange (Improvement)
11. Pennsylvania Avenue Widening (1st St. to 6th St.)/Railroad Grade Separation
12. I-10/Pennsylvania Avenue Interchange (Improvement)
13. I-10/Highland Springs Avenue Interchange (Improvement)
14. Sun Lakes Boulevard Extension (New City Road)
15. Coachella Valley-San Gorgonio Pass Rail Corridor (Potential Location)
16. I-10/Hargrave Street Railroad Grade Separation
17. I-10/Cottonwood Avenue Interchange (New)
18. I-10 Bypass (New County Road)
19. I-10/Morongo Parkway Interchange (New)
20. I-10/Main St. Interchange (Improvement)
21. I-10/Truck Scales Relocation

RCTC RIVERSIDE COUNTY TRANSPORTATION COMMISSION
Caltrans

October 6, 2022

Scope of Work

Our team has reviewed the Scope of Work contained in the RFP and supplemented as requested. The following contains the complete list of tasks with a brief description of our proposed edits. Proposed edits include additional language to define items or better clarify what we intend and have based our fee upon. Items not included in the RFP scope but believed to be necessary, or potential to be necessary, are indicated as optional. For City convenience, we have included a complete redline version of these edits to the RFP scope of work in the Appendix of this proposal.

Our team has provided redline mode edits to the scope of work to help expedite completion of the agreement.

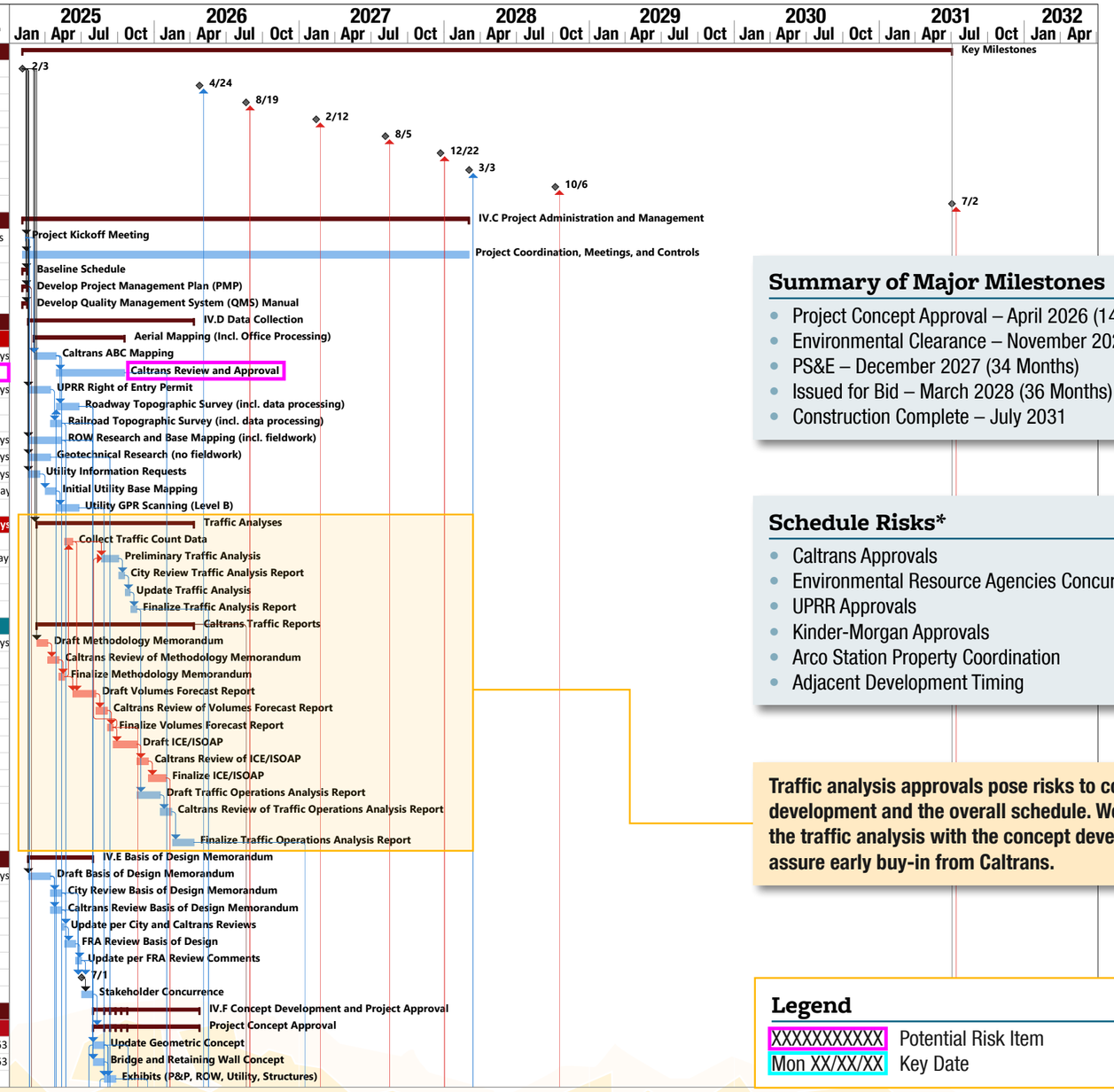
Task		Scope Edits
Task 1 - Project Administration		
1.1	General Meetings and Coordination	Additional subtask which defines scope for day-to-day management of the Project.
1.2	Project Management Plan	Added assumptions.
1.3	Quality Control Plan	No additions or modifications.
1.4	Project Controls	No additions or modifications.
1.5	Project Development Team Meetings	Added assumptions.
Task 2 – Data Collection		
2.1	Aerial Mapping	Added assumptions to define mapping limits and supplemental ground survey scope.
2.2	Potholing	Added assumptions for pothole repair.
2.3	Right-of-Way Base Mapping	Added assumptions for mapping.
2.4	Utility Notification	Added assumptions for agencies anticipated and notification process.
2.5	Utility Base Mapping	Added assumptions.
2.6	Geotechnical Records Research and Findings	No additions or modifications.
2.7	Traffic Analyses	Added assumptions to define analysis parameters and study areas.
2.8	Caltrans Traffic Reports	Added assumptions based on our updated knowledge of Caltrans requirements and defined limits of the Caltrans Traffic Reports.
Task 3 - Basis of Design Document		
3.1	Basis of Design Document	No additions or modifications.
Task 4 - Concept Development and Project Approval		
4.1	Geometric Concepts	Added optional task for Caltrans Geometric Approval Drawings (GADs).
4.2	Bridge and Retaining Wall Concepts	Added assumptions to define the Advanced Planning Studies (APS).
4.3	Project Concept Report	Added assumptions.
4.4	Project Concept Approval	No additions or modifications.
Task 5 - Environmental Documentation		
5.1	CEQA Statutory Exemption	No additions or modifications.
5.2	NEPA	Added assumptions to define each of the NEPA technical studies.
5.3	Visual Impact Assessment (VIA)	Added an optional task for a Visual Impact Assessment.

Task		Scope Edits
Task 6 - Plans Specifications and Estimates (PS&E)		
6.1	Reports	Added assumptions for the various technical reports.
6.2	Calculations	Added assumptions to define the structural calculations.
6.3	Plan Preparation	Added assumptions for the various sets of plans and to refer to the attached sheet count list.
6.4	Specifications	Added assumptions defining the Standard Specifications, technical specifications, 35% specifications, and format.
6.5	Cost Estimates	Added assumptions.
6.6	Construction Schedule	No additions or modifications.
Task 7 - Right-of-Way		
7.1	Right-of-Way Requirements	Added assumptions to define Parcel Impact Memorandums.
7.2	Right-of-Way Maps	No additions or modifications.
7.3	Appraisal Maps, Plats, and Descriptions	Added assumptions to clarify right-of-way services and define number of plat and legal descriptions.
Task 8 - Coordination, Agreements and Permits		
8.1	Union Pacific Railroad (UPRR)	Added assumptions related to agreements.
8.2	California Public Utilities Commission	Added assumptions to define anticipated approval requirements.
8.3	Caltrans District 8	Added assumptions to define anticipated approval requirements.
8.4	Riverside County Flood Control and Water Conservation District	Added assumptions to define anticipated approval requirements.
8.5	Utility Coordination	No additions or modifications.
8.6	Community Engagement	Added assumptions.
8.7	Resource/ Regulatory Permitting (Optional)	Added assumptions to define potential regulatory permit requirements and scope to obtain permits (if necessary).
Task 9 - Bidding Services		
9.1	Resident Engineer Pending File	No additions or modifications.
9.2	Bidding Phase Support	No additions or modifications.
9.3	Conformed Plans and Specifications	No additions or modifications.
Task 10 - Construction Phase Funding		
10.1	Construction Phase Funding	Added optional task to support the City in obtaining Construction Phase Funding.

Detailed Project Schedule

Project Schedule

ID	Task Name	Dur.	Start	Finish	Pred.
1	**Key Milestones**	**1635 days**	**Mon 2/3/25**	**Wed 7/2/31**	
2	NTP	0 days	Mon 2/3/25	Mon 2/3/25	
3	Project Concept Approval	0 days	Fri 4/24/26	Fri 4/24/26	78
4	35% PS&E	0 days	Wed 8/19/26	Wed 8/19/26	102
5	65% PS&E	0 days	Fri 2/12/27	Fri 2/12/27	114
6	95% PS&E	0 days	Thu 8/5/27	Thu 8/5/27	122
7	100% PS&E	0 days	Wed 12/22/27	Wed 12/22/27	129
8	Issued for Bid	0 days	Fri 3/3/28	Fri 3/3/28	133
9	Issued for Construction (Conformed Plans and Spec)	0 days	Fri 10/6/28	Fri 10/6/28	187
10	Project Complete	0 days	Wed 7/2/31	Wed 7/2/31	195
11	**IV.C Project Administration and Management**	**774 days**	**Mon 2/3/25**	**Fri 3/3/28**	
12	Project Kickoff Meeting	1 day	Mon 2/10/25	Mon 2/10/25	2FS+5 days
13	Project Coordination, Meetings, and Controls	774 days	Mon 2/3/25	Fri 3/3/28	2
14	Baseline Schedule	**10 days**	**Mon 2/3/25**	**Fri 2/14/25**	**2**
18	Develop Project Management Plan (PMP)	**10 days**	**Mon 2/3/25**	**Fri 2/14/25**	**2**
22	Develop Quality Management System (QMS) Manual	**10 days**	**Mon 2/3/25**	**Fri 2/14/25**	**2**
26	**IV.D Data Collection**	**290 days**	**Tue 2/18/25**	**Fri 4/10/26**	
27	**Aerial Mapping (Incl. Office Processing)**	**160 days**	**Tue 3/4/25**	**Fri 10/17/25**	
28	Caltrans ABC Mapping	40 days	Tue 3/4/25	Mon 4/28/25	2FS+20 days
29	Caltrans Review and Approval	120 days	Tue 4/29/25	Fri 10/17/25	28
30	UPRR Right of Entry Permit	40 days	Tue 2/18/25	Mon 4/14/25	2FS+10 days
31	Roadway Topographic Survey (incl. data processing)	40 days	Tue 4/29/25	Tue 6/24/25	28,163
32	Railroad Topographic Survey (incl. data processing)	20 days	Tue 4/15/25	Mon 5/12/25	30
33	ROW Research and Base Mapping (incl. fieldwork)	60 days	Tue 2/18/25	Mon 5/12/25	2FS+10 days
34	Geotechnical Research (no fieldwork)	40 days	Tue 2/18/25	Mon 4/14/25	2FS+10 days
35	Utility Information Requests	20 days	Tue 2/18/25	Mon 3/17/25	2FS+10 days
36	Initial Utility Base Mapping	20 days	Tue 4/1/25	Mon 4/28/25	35FS+10 day
37	Utility GPR Scanning (Level B)	40 days	Tue 4/29/25	Tue 6/24/25	36
38	**Traffic Analyses**	**275 days**	**Tue 3/11/25**	**Fri 4/10/26**	**2FS+25 days**
39	Collect Traffic Count Data	15 days	Tue 5/20/25	Mon 6/9/25	47
40	Preliminary Traffic Analysis	30 days	Thu 8/21/25	Thu 10/2/25	50FS-20 day
41	City Review Traffic Analysis Report	10 days	Fri 10/3/25	Fri 10/17/25	40
42	Update Traffic Analysis	10 days	Mon 10/20/25	Fri 10/31/25	41
43	Finalize Traffic Analysis Report	10 days	Mon 11/3/25	Mon 11/17/25	42
44	**Caltrans Traffic Reports**	**275 days**	**Tue 3/11/25**	**Fri 4/10/26**	
45	Draft Methodology Memorandum	20 days	Tue 3/11/25	Mon 4/7/25	2FS+10 days
46	Caltrans Review of Methodology Memorandum	20 days	Tue 4/8/25	Mon 5/5/25	45
47	Finalize Methodology Memorandum	10 days	Tue 5/6/25	Mon 5/19/25	46
48	Draft Volumes Forecast Report	40 days	Tue 6/10/25	Wed 8/6/25	47,39
49	Caltrans Review of Volumes Forecast Report	20 days	Thu 8/7/25	Thu 9/4/25	48
50	Finalize Volumes Forecast Report	10 days	Fri 9/5/25	Thu 9/18/25	49
51	Draft ICE/ISOAP	40 days	Fri 9/19/25	Mon 11/17/25	50
52	Caltrans Review of ICE/ISOAP	20 days	Tue 11/18/25	Tue 12/16/25	51
53	Finalize ICE/ISOAP	30 days	Wed 12/17/25	Fri 1/30/26	52
54	Draft Traffic Operations Analysis Report	40 days	Tue 11/18/25	Thu 1/15/26	43
55	Caltrans Review of Traffic Operations Analysis Report	20 days	Fri 1/16/26	Fri 2/13/26	54
56	Finalize Traffic Operations Analysis Report	40 days	Mon 2/16/26	Fri 4/10/26	55
57	**IV.E Basis of Design Memorandum**	**115 days**	**Tue 2/18/25**	**Wed 7/30/25**	
58	Draft Basis of Design Memorandum	40 days	Tue 2/18/25	Mon 4/14/25	2FS+10 days
59	City Review Basis of Design Memorandum	20 days	Tue 4/15/25	Mon 5/12/25	58
60	Caltrans Review Basis of Design Memorandum	20 days	Tue 4/15/25	Mon 5/12/25	58
61	Update per City and Caltrans Reviews	5 days	Tue 5/13/25	Mon 5/19/25	60,59
62	FRA Review Basis of Design	20 days	Tue 5/20/25	Mon 6/16/25	61
63	Update per FRA Review Comments	10 days	Tue 6/17/25	Tue 7/1/25	62
64	Final Basis of Design Memorandum	0 days	Tue 7/1/25	Tue 7/1/25	59,60,63
65	Stakeholder Concurrence	20 days	Wed 7/2/25	Wed 7/30/25	64
66	**IV.F Concept Development and Project Approval**	**185 days**	**Thu 7/31/25**	**Fri 4/24/26**	
67	**Project Concept Approval**	**185 days**	**Thu 7/31/25**	**Fri 4/24/26**	**65**
68	Update Geometric Concept	20 days	Thu 7/31/25	Wed 8/27/25	32,33,31,63
69	Bridge and Retaining Wall Concept	20 days	Thu 7/31/25	Wed 8/27/25	32,33,31,63
70	Exhibits (P&P, ROW, Utility, Structures)	20 days	Thu 8/28/25	Thu 9/25/25	68,69,37



Summary of Major Milestones

- Project Concept Approval – April 2026 (14 Months)
- Environmental Clearance – November 2026 (21 Months)
- PS&E – December 2027 (34 Months)
- Issued for Bid – March 2028 (36 Months)
- Construction Complete – July 2031

Schedule Risks*

- Caltrans Approvals
- Environmental Resource Agencies Concurrence
- UPRR Approvals
- Kinder-Morgan Approvals
- Arco Station Property Coordination
- Adjacent Development Timing

Traffic analysis approvals pose risks to concept development and the overall schedule. We will overlap the traffic analysis with the concept development to assure early buy-in from Caltrans.

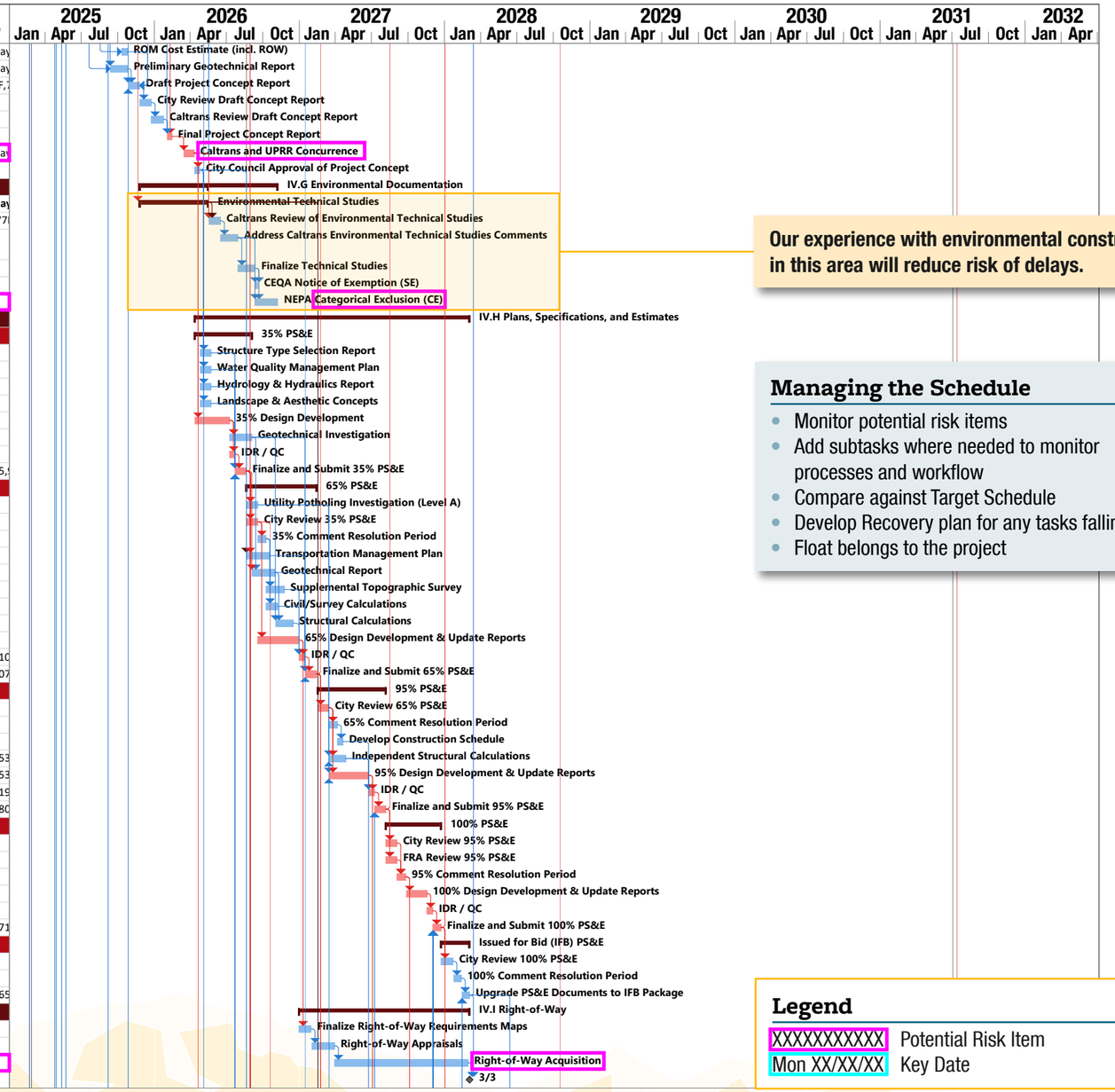
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XXXXXXXXXX Potential Risk Item
Mon XX/XX/XX Key Date

**See Risk Management Section on page 12 for additional details.

Project Schedule

ID	Task Name	Dur.	Start	Finish	Pred.
71	ROM Cost Estimate (incl. ROW)	10 days	Fri 10/10/25	Fri 10/24/25	70SS+30 day
72	Preliminary Geotechnical Report	30 days	Fri 9/12/25	Fri 10/24/25	68SS+30 day
73	Draft Project Concept Report	20 days	Mon 10/27/25	Mon 11/24/25	68,72,70FF,7
74	City Review Draft Concept Report	20 days	Tue 11/25/25	Tue 12/23/25	73
75	Caltrans Review Draft Concept Report	20 days	Wed 12/24/25	Fri 1/23/26	74
76	Final Project Concept Report	10 days	Mon 2/2/26	Fri 2/13/26	75,53,29
77	Caltrans and UPRR Concurrence	20 days	Mon 3/16/26	Fri 4/10/26	76FS+20 day
78	City Council Approval of Project Concept	10 days	Mon 4/13/26	Fri 4/24/26	77
79	**IV.G Environmental Documentation**	**240 days**	**Tue 11/25/25**	**Fri 11/6/26**	
80	Environmental Technical Studies	**120 days**	**Tue 11/25/25**	**Fri 5/15/26**	**50FS+45 day**
88	Caltrans Review of Environmental Technical Studies	20 days	Mon 5/18/26	Mon 6/15/26	80,43,56,77
89	Address Caltrans Environmental Technical Studies Comments	30 days	Tue 6/16/26	Wed 7/29/26	88
90	Finalize Technical Studies	30 days	Thu 7/30/26	Thu 9/10/26	89
91	CEQA Notice of Exemption (SE)	5 days	Fri 9/11/26	Thu 9/17/26	89,90
92	NEPA Categorical Exclusion (CE)	40 days	Fri 9/11/26	Fri 11/6/26	89,90
93	**IV.H Plans, Specifications, and Estimates**	**474 days**	**Mon 4/13/26**	**Fri 3/3/28**	
94	**35% PS&E**	**100 days**	**Mon 4/13/26**	**Wed 9/2/26**	
95	Structure Type Selection Report	20 days	Mon 4/27/26	Fri 5/22/26	78
96	Water Quality Management Plan	20 days	Mon 4/27/26	Fri 5/22/26	78
97	Hydrology & Hydraulics Report	20 days	Mon 4/27/26	Fri 5/22/26	78
98	Landscape & Aesthetic Concepts	20 days	Mon 4/27/26	Fri 5/22/26	78
99	35% Design Development	60 days	Mon 4/13/26	Wed 7/8/26	77
100	Geotechnical Investigation	40 days	Thu 7/9/26	Wed 9/2/26	99
101	IDR / QC	10 days	Thu 7/9/26	Wed 7/22/26	99
102	Finalize and Submit 35% PS&E	20 days	Thu 7/23/26	Wed 8/19/26	101,143,95,9
103	**65% PS&E**	**120 days**	**Thu 8/20/26**	**Fri 2/12/27**	
104	Utility Potholing Investigation (Level A)	20 days	Thu 8/20/26	Thu 9/17/26	102
105	City Review 35% PS&E	20 days	Thu 8/20/26	Thu 9/17/26	102
106	35% Comment Resolution Period	15 days	Fri 9/18/26	Thu 10/8/26	105
107	Transportation Management Plan	40 days	Thu 8/20/26	Fri 10/16/26	44,102
108	Geotechnical Report	40 days	Thu 9/3/26	Fri 10/30/26	102,100
109	Supplemental Topographic Survey	30 days	Fri 10/9/26	Mon 11/23/26	106
110	Civil/Survey Calculations	20 days	Fri 10/9/26	Fri 11/6/26	106
111	Structural Calculations	30 days	Mon 11/2/26	Tue 12/15/26	108,100
112	65% Design Development & Update Reports	70 days	Fri 9/18/26	Wed 12/30/26	105
113	IDR / QC	10 days	Thu 12/31/26	Thu 1/14/27	112,109,110
114	Finalize and Submit 65% PS&E	20 days	Fri 1/15/27	Fri 2/12/27	113,145,107
115	**95% PS&E**	**120 days**	**Tue 2/16/27**	**Thu 8/5/27**	
116	City Review 65% PS&E	20 days	Tue 2/16/27	Mon 3/15/27	114
117	65% Comment Resolution Period	15 days	Tue 3/16/27	Mon 4/5/27	116
118	Develop Construction Schedule	10 days	Tue 4/6/27	Mon 4/19/27	117
119	Independent Structural Calculations	30 days	Tue 3/16/27	Mon 4/26/27	116,104,153
120	95% Design Development & Update Reports	70 days	Tue 3/16/27	Wed 6/23/27	116,104,153
121	IDR / QC	10 days	Thu 6/24/27	Thu 7/8/27	120,118,119
122	Finalize and Submit 95% PS&E	20 days	Fri 7/9/27	Thu 8/5/27	121,147,180
123	**100% PS&E**	**95 days**	**Fri 8/6/27**	**Wed 12/22/27**	
124	City Review 95% PS&E	20 days	Fri 8/6/27	Thu 9/2/27	122
125	FRA Review 95% PS&E	20 days	Fri 8/6/27	Thu 9/2/27	122
126	95% Comment Resolution Period	15 days	Fri 9/3/27	Fri 9/24/27	124,125
127	100% Design Development & Update Reports	35 days	Mon 9/27/27	Tue 11/16/27	126
128	IDR / QC	10 days	Wed 11/17/27	Wed 12/1/27	127
129	Finalize and Submit 100% PS&E	15 days	Thu 12/2/27	Wed 12/22/27	128,149,171
130	**Issued for Bid (IFB) PS&E**	**49 days**	**Thu 12/23/27**	**Fri 3/3/28**	
131	City Review 100% PS&E	20 days	Thu 12/23/27	Fri 1/21/28	129
132	100% Comment Resolution Period	15 days	Mon 1/24/28	Fri 2/11/28	131
133	Upgrade PS&E Documents to IFB Package	14 days	Mon 2/14/28	Fri 3/3/28	132,159,165
134	**IV.I Right-of-Way**	**294 days**	**Thu 12/31/26**	**Fri 3/3/28**	
135	Finalize Right-of-Way Requirements Maps	20 days	Thu 12/31/26	Fri 1/29/27	112
136	Right-of-Way Appraisals	40 days	Mon 2/1/27	Mon 3/29/27	135
137	Right-of-Way Acquisition	230 days	Tue 3/30/27	Mon 2/28/28	136
138	Right-of-Way Certification	0 days	Fri 3/3/28	Fri 3/3/28	137,133



Our experience with environmental constraints in this area will reduce risk of delays.

Managing the Schedule

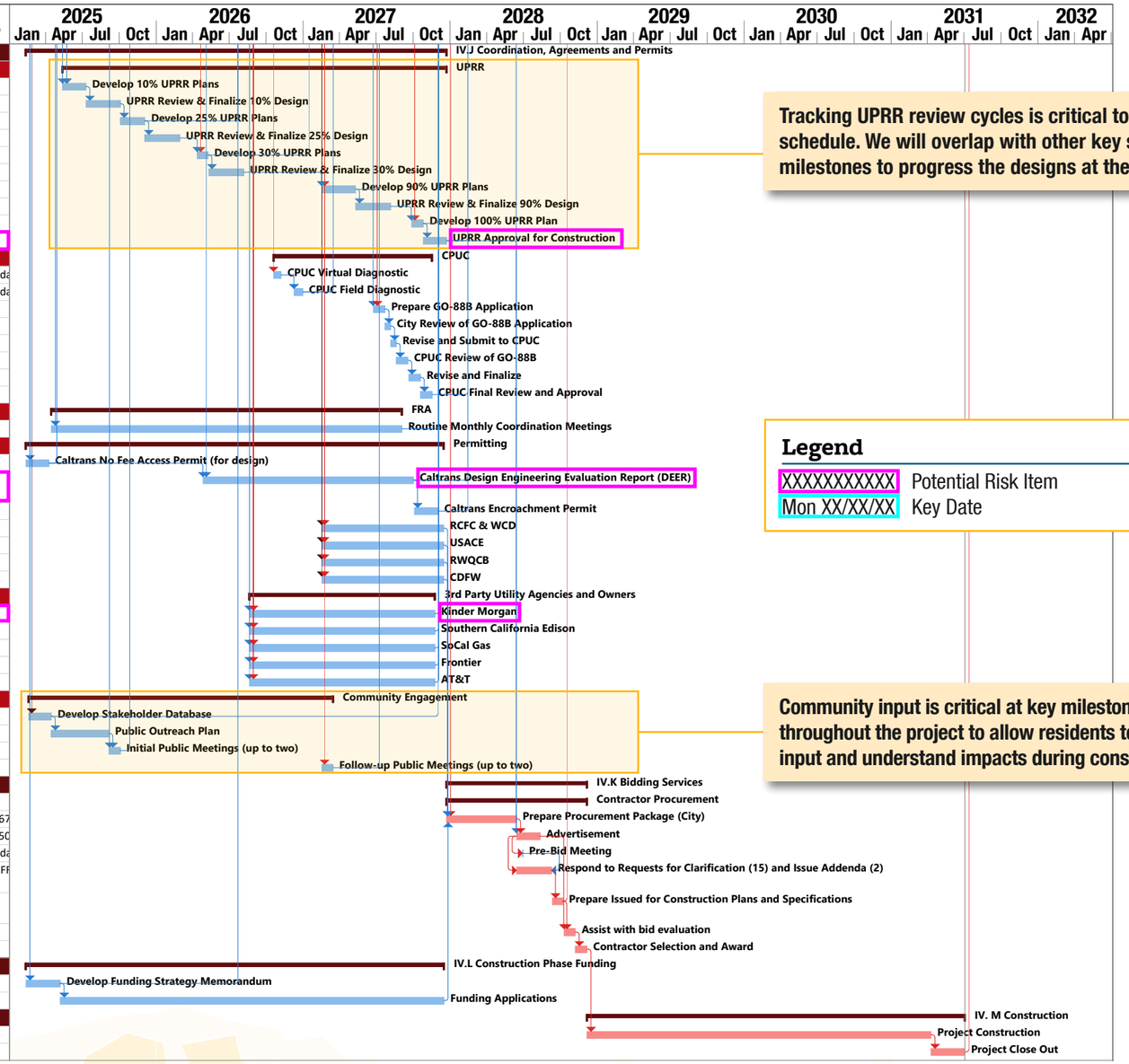
- Monitor potential risk items
- Add subtasks where needed to monitor processes and workflow
- Compare against Target Schedule
- Develop Recovery plan for any tasks falling behind
- Float belongs to the project

Legend

XXXXXXXXXX Potential Risk Item
Mon XX/XX/XX Key Date

Project Schedule

ID	Task Name	Dur.	Start	Finish	Pred.
139	**IV.J Coordination, Agreements and Permits**	**719 days**	**Tue 2/11/25**	**Wed 12/22/27**	
140	**UPRR**	**655 days**	**Tue 5/13/25**	**Wed 12/22/27**	
141	Develop 10% UPRR Plans	40 days	Tue 5/13/25	Wed 7/9/25	28,32,33
142	UPRR Review & Finalize 10% Design	60 days	Thu 7/10/25	Thu 10/2/25	141
143	Develop 25% UPRR Plans	40 days	Fri 10/3/25	Tue 12/2/25	142
144	UPRR Review & Finalize 25% Design	60 days	Wed 12/3/25	Fri 2/27/26	143
145	Develop 30% UPRR Plans	20 days	Mon 4/13/26	Fri 5/8/26	77,144
146	UPRR Review & Finalize 30% Design	60 days	Mon 5/11/26	Wed 8/5/26	145
147	Develop 90% UPRR Plans	60 days	Tue 2/16/27	Mon 5/10/27	114,146
148	UPRR Review & Finalize 90% Design	60 days	Tue 5/11/27	Thu 8/5/27	147
149	Develop 100% UPRR Plan	20 days	Mon 9/27/27	Mon 10/25/27	126,148
150	UPRR Approval for Construction	40 days	Tue 10/26/27	Wed 12/22/27	149
151	**CPUC**	**270 days**	**Mon 10/19/26**	**Tue 11/16/27**	
152	CPUC Virtual Diagnostic	15 days	Mon 10/19/26	Fri 11/6/26	105FS+20 da
153	CPUC Field Diagnostic	15 days	Wed 12/9/26	Wed 12/30/26	152FS+20 da
154	Prepare GO-88B Application	20 days	Thu 6/24/27	Thu 7/22/27	120,119
155	City Review of GO-88B Application	10 days	Fri 7/23/27	Thu 8/5/27	154
156	Revise and Submit to CPUC	10 days	Fri 8/6/27	Thu 8/19/27	155
157	CPUC Review of GO-88B	20 days	Fri 8/20/27	Fri 9/17/27	156
158	Revise and Finalize	20 days	Mon 9/20/27	Mon 10/18/27	157
159	CPUC Final Review and Approval	20 days	Tue 10/19/27	Tue 11/16/27	158
160	**FRA**	**600 days**	**Tue 4/15/25**	**Thu 9/2/27**	
161	Routine Monthly Coordination Meetings	600 days	Tue 4/15/25	Thu 9/2/27	58
162	**Permitting**	**714 days**	**Tue 2/11/25**	**Wed 12/15/27**	
163	Caltrans No Fee Access Permit (for design)	40 days	Tue 2/11/25	Tue 4/8/25	12
164	Caltrans Design Engineering Evaluation Report (DEER)	360 days	Mon 4/27/26	Fri 10/1/27	78,163
165	Caltrans Encroachment Permit	40 days	Mon 10/4/27	Wed 12/1/27	164
166	RCFC & WCD	210 days	Tue 2/16/27	Wed 12/15/27	114,80
167	USACE	210 days	Tue 2/16/27	Wed 12/15/27	114,80
168	RWQCB	210 days	Tue 2/16/27	Wed 12/15/27	114,80
169	CDFW	210 days	Tue 2/16/27	Wed 12/15/27	114,80
170	**3rd Party Utility Agencies and Owners**	**315 days**	**Thu 8/20/26**	**Tue 11/23/27**	
171	Kinder Morgan	315 days	Thu 8/20/26	Tue 11/23/27	78,102
172	Southern California Edison	315 days	Thu 8/20/26	Tue 11/23/27	78,102
173	SoCal Gas	315 days	Thu 8/20/26	Tue 11/23/27	78,102
174	Frontier	315 days	Thu 8/20/26	Tue 11/23/27	78,102
175	AT&T	315 days	Thu 8/20/26	Tue 11/23/27	78,102
176	**Community Engagement**	**520 days**	**Tue 2/18/25**	**Mon 3/15/27**	
177	Develop Stakeholder Database	40 days	Tue 2/18/25	Mon 4/14/25	18
178	Public Outreach Plan	100 days	Tue 4/15/25	Thu 9/4/25	177
179	Initial Public Meetings (up to two)	20 days	Fri 9/5/25	Thu 10/2/25	68,178
180	Follow-up Public Meetings (up to two)	20 days	Tue 2/16/27	Mon 3/15/27	114
181	**IV.K Bidding Services**	**240 days**	**Thu 12/23/27**	**Tue 12/5/28**	
182	**Contractor Procurement**	**240 days**	**Thu 12/23/27**	**Tue 12/5/28**	
183	Prepare Procurement Package (City)	120 days	Thu 12/23/27	Tue 6/13/28	129,166,167
184	Advertisement	40 days	Wed 6/14/28	Thu 8/10/28	183,133,150
185	Pre-Bid Meeting	1 day	Thu 6/29/28	Thu 6/29/28	184SS+10 da
186	Respond to Requests for Clarification (15) and Issue Addenda (2)	60 days	Wed 6/14/28	Fri 9/8/28	184SS,185FF
187	Prepare Issued for Construction Plans and Specifications	20 days	Mon 9/11/28	Fri 10/6/28	186
188	Assist with bid evaluation	20 days	Tue 10/10/28	Mon 11/6/28	184,187
189	Contractor Selection and Award	20 days	Tue 11/7/28	Tue 12/5/28	188
190	**IV.L Construction Phase Funding**	**715 days**	**Tue 2/11/25**	**Thu 12/16/27**	
191	Develop Funding Strategy Memorandum	60 days	Tue 2/11/25	Tue 5/6/25	12
192	Funding Applications	655 days	Wed 5/7/25	Thu 12/16/27	191
193	**IV. M Construction**	**670 days**	**Wed 12/6/28**	**Wed 7/2/31**	
194	Project Construction	610 days	Wed 12/6/28	Wed 4/9/31	189
195	Project Close Out	60 days	Thu 4/10/31	Wed 7/2/31	194



Tracking UPRR review cycles is critical to maintaining schedule. We will overlap with other key submittal milestones to progress the designs at the same rate.

Community input is critical at key milestones throughout the project to allow residents to provide input and understand impacts during construction.

Legend

XXXXXXXXXX Potential Risk Item

Mon XX/XX/XX Key Date

BACK TO WORKFLOW/ SCHEDULE

Tasks Required from City Staff

Kimley-Horn will rely upon City staff to provide available project-related design documents, related engineering studies, as well as City staff's participation in project status meetings, agency coordination, and real estate transactions. Additionally, Kimley-Horn will rely on City staff's timely review and responses of work products to maintain the project schedule.

Specific tasks for City staff's participation are listed below. For each of these, Kimley-Horn will schedule and lead the meetings unless the City prefers otherwise. Kimley-Horn will provide documentation of meetings with minutes and action items.

- City staff to participate in monthly PDT Meetings.
- City staff to participate in separate update and focus meetings as needed.
- Utility Coordination Letters will be prepared by Kimley-Horn but sent out on City letterhead.
- City staff to participate in monthly FRA update meetings and the CPUC Diagnostic Meetings.
- City staff to participate in UPRR Coordination efforts.
- City staff to lead negotiations with UPRR on C&M Agreement.
- City staff to participate in Caltrans coordination efforts.
- City to provide contract provisions for solicitation and agreement with Contractor (i.e. front-end documents)

Innovative and Creative Approaches

Kimley-Horn has a long history of providing successful, innovative, and cost-efficient solutions and takes pride in thinking beyond preconceived notions to develop innovative solutions that exceed the expectations of our clients. Our professional team evaluates emerging technology and applies it where it can benefit our projects. We know how to think outside of the box and recognize what trends offer sound design advantages.

For the Hargrave Grade Separation, we offer the following creative approaches:

Adjacent Developments

Our knowledge of the adjacent developments and projects offers opportunities for cost savings. Two examples described earlier in the Approach are 1) the potential to identify redevelopment parcels and reduce costly retaining walls; and 2) the potential to show traffic distribution that justifies an ultimate four-lane facility versus six lanes.

In addition, our team can help coordinate a mutually beneficial arrangement with Morongo to establish access to Section 12 (West) for their development that includes Morongo's support on the Hargrave Grade Separation. This will also help attract federal funding for construction.

Utility Relocations

Our team will seek additional creative options for utility relocations. We present a jack-and-bore option in the Approach, and will also consider ultimate city facilities, and investigate partnerships with the adjacent developments.

UPRR Approvals

Our approach with UPRR approvals considers two elements for success: 1) providing permanent drainage improvements with the shoofly tracks that adds incentive for UPRR; and 2) based on past experience, develop a contractor work plan that keeps the project moving in the event that UPRR is late on providing approvals.

Schedule

The schedule shows a 36-month duration based on the Scope of Work in the RFP. We believe there are ways to expedite this if desired. We would like to discuss the Project Concept Approval process and potential overlap with design.

City Owned Facilities and Property

Kimley-Horn does not anticipate the need to utilize any City owned facility or property which we would use, lease, purchase, or rent from the City in connection with the services to be performed under this contract.

GUIDE TO EVALUATION CRITERIA

Key Personnel

Subconsultants:

1. Avant-Garde (DBE)
2. Bess Testlab
3. CH&A (DBE)
4. EMI (DBE)
5. LSA
6. Paragon Partners
7. Saylor Consulting (DBE)
8. VMS

CITY OF
BANNING

Project Manager
Darren Adrian, PE

Quality Assurance
Chad Phillips

Constructibility Reviews
Drew Erickson [7]

Civil/Roadway
Jason Valencia, PE

- **Roadway Design**
  Alan Huynh, PE
  Kameron Qureshi, PE
- **Traffic Studies/TMP**
  Jim Roldan, TE
  Ambarish Mukherjee, PE, AICP [5]
- **Offsite Design**
  Jason Marechal, PE, LEED AP
- **Signal/Lighting Design**
  Jason Melchor, PE
  Timothy Chan, PE
- **Drainage/Water Quality**
  Sam McWhorter, PE
  Tanaya Bell, PE, ENV SP
  Kristen Heerding, EIT
- **Wet Utilities**
  Sam McWhorter, PE
  Maddie Priest, PE
  Nick Watt *(Kinder Morgan)*
- **Surveying/Mapping**
  Camden Cabrinha, PLS [3]
  Jamie Bertchume, PLS [3]
- **Dry Utility Coordination**
  Aaron So, EIT, ENV S, LEED GA
  Blake Thomas, EIT

Structures
Andrew Sanford, PE

- **Structures Engineering - Bridges**
  Jose Ramirez, PE
  Conner Doolan, PE, SE
  Andres Cuevas, PE
- **Structures Engineering - Walls**
  Steve Johnson, PE, SE
  Brian Nakashoji, PE
  Kaitlyn Fisher, PE
- **Structures Engineering - Indecpendent Check**
  Steve Johnson, PE, SE

Rail
Austin Stake, PE

- **Rail Design**
  Zachary Teague, PE
  Gabe Keehn, EIT
- **At-Grade Crossings**
  Eugene Huang, PE
  Ali Abualia, EIT
- **CPUC Coordination**
  Austin Stake, PE
- **UPRR Coordination**
  Wiley McCain, PE

Environmental
Deborah Pracilio [5]

- **CEQA Compliance**
  Dana Privitt, AICP
- **Cultural/Historical Resources**
  Jessica Mauck
  Jamie Parra, MA, RPA
- **Community Impacts**
  Ryan Bensley, AICP [5]
- **Air Quality/GHG**
  Ace Malisos
- **Visual Analysis**
  Michael Madsen, PLA, ASLA
- **NEPA Compliance**
  Melissa DuMond, AICP *(FRA)*
  Trevor Wimmer [5] *(Caltrans)*
- **Paleontology**
  Kelly Vreeland [5]
- **Biological Resources**
  Jodi Ross-Borrego [5]
- **Noise and Vibration**
  Ace Malisos
  Noemi Wyss, AICP
- **Hazardous Materials**
  Jennifer Steen, AICP
  Cassie Bretschger, ENV SP
- **Water Quality**
  Pam Reading [5]

Funding
Lissette Montoya [1]

- **Grant Writing**
  Keith LeNoue [1]
  Megan LeNoue [1]
- **FRA Grant Implementation**
  Melissa DuMond, AICP
  Corey Hill
  Sarah Sciarrino, AICP
- **Benefit-Cost Analysis**
  David Samba, PE, PTOE

Additional Support Services

- **Geotechnical**
  Alahesh Thurairajah, PE, GE, BC.GE [4]
  Pratha Ragavan, PE [4]
- **Right-of-Way**
  Mark Mendoza, MRED [6]
  Dan Atkins, CRB [6]
- **Landscape/Aesthetics**
  Matt Durham, ASLA
  Wade Ganes, ASLA
- **Specifications**
  Pearse Melvin, PE
- **Value Analysis**
  Eric Trimble, CVS, PMP [8]
- **Potholing**
  Donald Whitman [2]
  Michael Horne [2]
- **ADA Compliance**
  Kirk Ammerman, PE
- **Construction Scheduling**
  Drew Erickson [7]
- **Cost Estimating**
  Austin Stake, PE
  Ian Slight, CQS/CBS [7]
- **Public Outreach**
  Ana Marie LeNoue [1]
  Julianna Carrera [1]
  Adriana Robledo [1]

Sheet Title	Scale	Sheet Count
Basic Roadway Plans		**80**
General Plans		**8**
Title Sheet and Location Map	*NTS*	*1*
Drawing Index, General Notes, Abbreviations	*NTS*	*1*
Key Map and Line Index	*NTS*	*1*
Survey Control	*NTS*	*1*
Right-of-Way Plans	*NTS*	*4*
Civil Sheets		**72**
Typical Sections	*NTS*	*5*
Layouts	*1" = 50'*	*5*
Profiles and Superelevation Diagrams	*H: 1" = 50'* *V: 1" = 10'*	*5*
Construction Details	*1" = 10'*	*20*
Offsite Improvements	*1" = 20'*	*6*
Intersection Details	*1" = 20'*	*4*
Contour Grading	*1" = 50'*	*5*
Cross Sections	*1" = 10'*	*10*
Temp Water Pollution Control	*1" = 50'*	*6*
Erosion Control	*1" = 50'*	*6*
Rail Plans		**62**
Rail Road General Notes	*NTS*	*1*
Rail Road Details	*NTS*	*2*
Rail Road Construction Phasing	*NTS*	*2*
Shoofly Typical Sections	*NTS*	*2*
Shoofly Plan and Profile	*1" = 50'*	*5*
Shoofly Grading Plans	*1" = 50'*	*5*
Shoofly Geom Table	*NTS*	*1*
Shoofly Cross Sections	*NTS*	*15*
Railroad Mainline Track Typical Sections	*NTS*	*2*
Railroad Mainline Track Plan and Profile	*1" = 50'*	*5*
Railroad Mainline Grading Plans	*1" = 50'*	*5*
Railroad Mainline Track Geom Table	*NTS*	*1*
Railroad Mainline Track Cross Sections	*NTS*	*15*
Spur Track Detail Sheet	*1" = 50'*	*1*
Traffic Plans		**45**
Stage Construction and Traffic Handling		***28***
Stage Construction Plans and Quantities	*NTS*	*4*
Traffic Handling and Quantities	*1" = 50'*	*20*
Detour Plans	*NTS*	*4*
Pavement Delineation and Sign Plan		**8**
Signing and Striping Plans	*1" = 50'*	*5*
Signing and Striping Details	*NTS*	*3*
Street Lighting Plans		***7***
Street Lighting Plans	*1" = 50'*	*5*
Street Lighting Details	*NTS*	*2*
Traffic Signal Plans		***2***
Traffic Signal	*1"=20'*	*2*

Utility Plans	1" = 20'	29
Sewer	*1" = 20'*	*9*
Water	*1" = 20'*	*6*
Composite Existing	*1" = 50'*	*4*
Composite Proposed	*1" = 50'*	*4*
Utility Details	*NTS*	*2*
Pothole Plans	*1" = 50'*	*4*
Landscape and Irrigation Plans		**18**
Landscape Plans and Details (City Limits)		***9***
Landscape Cover Sheet	*NTS*	*1*
Landscape Plans	*1" = 50'*	*5*
Landscape Schedule and Details	*NTS*	*3*
Irrigation Plans and Details (City Limits)		***9***
Irrigation Cover Sheet	*NTS*	*1*
Irrigation Plans	*1" = 50'*	*5*
Irrigation Schedule and Details	*NTS*	*3*
Drainage Plans, Profiles and Details		**20**
Drainage Layout	*1" = 50'*	*5*
Drainage Profiles	*1"=10'*	*8*
Culvert Crossing	*1" = 50'*	*2*
Drainage Details	*NTS*	*5*
Miscellaneous Plans		**54**
Underpass Bridge Plans	*1" = 20'*	*28*
Undercrossing Retaining Wall Plans	*1" = 20'*	*13*
Miscellaneous Retaining Wall Plans	*1" = 20'*	*10*
Log of Test Borings	*NTS*	*3*
	Total Sheet Count	**308**

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the services, Consultant will keep the City appraised through periodic status reports regarding the performance of the services under this Agreement by the following means:

A. In-person meetings.

B. Email updates/questions to applicant team and City while reviews are underway.

C. Conference calls.

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

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date**_____ **Signature**_____

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates as attached as Exhibit C-1:

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

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

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

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

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

II. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

CITY OF BANNING
RFP 24-085 HARGRAVE GRADE SEPARATION PROFESSIONAL DESIGN SERVICES

November 12, 2024

SUMMARY OF COSTS

Tasks		Kimley-Horn and Associates, Inc.		Avant-Garde Corporation		Cabrinha, Hearn, & Associates		Earth Mechanics, Inc.		LSA Associates, Inc.		Paragon Partners Consultants, Inc.		Saylor Consulting		Value Management Strategies, Inc.		Total Project Hours	Total Project Labor
		Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor		
Task 1	Project Administration	1,738	$ 485,411.95							149	$ 32,920.55	312	$ 39,456.36					2,199	$ 557,788.86
Task 2	Data Collection	1,112	$ 238,195.27			606	$ 96,501.03	24	$ 5,021.22	814	$ 128,980.27							2,556	$ 468,697.79
Task 3	Basis of Design Document	124	$ 28,652.68															124	$ 28,652.68
Task 4	Concept Development & Project Approval	1,543	$ 339,131.75					150	$ 28,280.11			62	$ 8,045.96	15	$ 3,376.30			1,770	$ 378,834.11
Task 5	Environmental Documentation	598	$ 136,439.12							702	$ 120,987.16	10	$ 1,295.84					1,310	$ 258,722.11
Task 6	Plans, Specifications & Estimates (PS&E)	15,412	$ 3,333,450.05					1,100	$ 197,686.81					220	$ 52,935.88	248	$ 74,651.80	16,980	$ 3,658,724.53
Task 7	Right-of-Way	450	$ 117,858.30			230	$ 39,627.06					739	$ 80,194.47					1,419	$ 237,679.83
Task 8	Coordination, Agreements & Permits	2,101	$ 534,363.38	182	$ 24,670.97													2,283	$ 559,034.35
Task 9	Bidding Services	445	$ 102,461.63															445	$ 102,461.63
Task 10	Construction Phase Funding	60	$ 15,544.39	140	$ 23,445.46													200	$ 38,989.85
	TOTAL HOURS	23,583		322		836		1,274		1,665		1,123		235		248		29,286	
	Subtotal Labor:		$ 5,331,508.52		$ 48,116.43		$ 136,128.09		$ 230,988.13		$ 282,887.99		$ 128,992.63		$ 56,312.18		$ 74,651.80		$ 6,289,585.77
	Other Direct Costs																		$ 1,039,648.62
	Labor Escalation		$ 568,649.04		$ 2,042.27		$ 1,361.28		$ 21,311.54		$ 25,394.50						$ 3,732.59		$ 622,491.22
	Expenses		$ 179,158.00		$ 12,800.00		$ 12,642.00		$ 84,595.00		$ 8,482.40		$ 119,480.00						$ 417,157.40
	TOTAL COST:		$ 6,079,315.56		$ 62,958.70		$ 150,131.37		$ 336,894.68		$ 316,764.89		$ 248,472.63		$ 56,312.18		$ 78,384.39		$ 7,329,234.39
Optional Tasks																			
All Tasks	Optional Tasks	1187	$ 272,404.18	275	$ 38,854.93	48	$ 8,149.16		$ 23,796.02	977	$ 163,627.49							2,212	$ 506,831.78
	Other Direct Costs		$ 29,054.14		$ 1,892.15		$ 10,316.49		$ 8,362.98		$ 44,083.14								$ 93,708.89
	Labor Escalation		$ 29,054.14		$ 1,892.15		$ 81.49		$ 2,195.48		$ 40,083.14								$ 73,306.39
	Expenses		$ -				$ 10,235.00		$ 6,167.50		$ 4,000.00								$ 20,402.50
	TOTAL COST for OPTIONAL TASKS		$ 301,458.32		$ 40,747.08		$ 18,465.65		$ 32,159.00		$ 207,710.62								$ 600,540.67
	TOTAL COST with Optional Tasks included:		$ 6,380,773.88		$ 103,705.78		$ 168,597.01		$ 369,053.68		$ 524,475.51		$ 248,472.63		$ 56,312.18		$ 78,384.39		$ 7,826,069.28

All travel costs charged to the City by Kimley-Horn or its Subconsultants, including, but not limited to, travel, lodging and subsistence, shall not exceed the current IRS rates.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

CITY OF BANNING
RFP 24-085 HARGRAVE GRADE SEPARATION PROFESSIONAL DESIGN SERVICES

			Kimley-Horn and Associates, Inc.												Subconsultants							
196.54%	Overhead%	Name	Darren Adrian	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional III	Professional II	Professional I	Analyst II	Analyst I	Project Support	Kimley Horn Total Hours	Kimley-Horn Total Cost	Avant-Garde Total Cost	Cabrinha, Hearn, & Associates Total Cost	Earth Mechanics, Inc. Total Cost	LSA Total Cost	Paragon Total Cost	Saylor Total Cost	VMS Total Cost	TOTAL PROJECT COSTS
195.57%	Overhead% w/o FCCM	Category/Title	Project Manager																			
10%	Fee%	Direct Rate	$123.42	$115.67	$102.44	$92.21	$78.83	$69.16	$62.17	$55.73	$49.84	$38.71										
		Billing Rate	$402.47	$377.20	$334.05	$300.69	$257.06	$225.53	$202.73	$181.73	$162.53	$126.23										
Task 1	**PROJECT ADMINISTRATION**		**446**	**20**	**142**	**120**	**320**	**328**	**64**	**104**	**62**	**132**	**1,738**	**$ 485,411.95**				**$ 32,920.55**	**$ 39,456.36**			**$ 557,788.86**
1.1	General Meetings and Coordination		200	10	70	40	100	100	50	40	40	20	670	$ 194,368.16					$ 39,456.36			$ 233,824.52
1.2	Project Management Plan		20			40			10			10	80	$ 23,366.81								$ 23,366.81
1.3	Quality Control Plan		10	4	16	4	4	48	4	28	4	12	134	$ 31,999.12								$ 31,999.12
1.4	Project Controls (Budgeting, Cost Accounting and Progress Reporting)		72					144				72	288	$ 70,542.61				$ 17,680.51				$ 88,223.12
1.5	Project Development Team Meetings (36)		144	6	56	36	216	36		36	18	18	566	$ 165,135.26				$ 15,240.04				$ 180,375.30
Task 2	**DATA COLLECTION**		**46**		**104**		**214**	**60**	**40**	**200**	**424**	**24**	**1,112**	**$ 238,195.27**		**$ 96,501.03**	**$ 5,021.22**	**$ 128,980.27**				**$ 468,697.79**
2.1	Aerial Mapping		6				40			40	20		106	$ 23,217.19		$ 96,501.03						$ 119,718.22
2.2	Potholing		4				40				60	8	112	$ 22,653.83								$ 22,653.83
2.3	Right-of-Way Base Mapping		8		4			20		60			92	$ 19,970.57								$ 19,970.57
2.4	Utility Notification		4					40			60	12	116	$ 21,897.41								$ 21,897.41
2.5	Utility Base Mapping		2		12		6		40		80		140	$ 27,467.48								$ 27,467.48
2.6	Geotechnical Records Research and Findings		2				10					4	16	$ 3,880.49			$ 5,021.22					$ 8,901.71
2.7	Traffic Analyses																					
	Preliminary Traffic Analysis		4		12		8						24	$ 7,675.02				$ 57,788.68				$ 65,463.69
	Update Traffic Analysis		2		8		8						18	$ 5,533.87				$ 9,494.47				$ 15,028.34
2.8	Caltrans Traffic Reports																					
	Traffic Forecasting and Operations Assessment Methodology and Assumptions Memorandum		2		8		12				24		46	$ 10,462.76								$ 10,462.76
	Traffic Forecasting Volumes Report (LSA)		4		12								16	$ 5,618.52				$ 61,697.12				$ 67,315.64
	Traffic Operations Analysis Report (TOAR)		4		26		50			60	100		240	$ 50,305.09								$ 50,305.09
	Intersection Control Evaluation / Intersection Safety and Operational Assessment Process (ISOAP)		4		22		40			40	80		186	$ 39,513.04								$ 39,513.04
Task 3	**BASIS OF DESIGN DOCUMENT**		**8**	**8**	**5**	**5**	**30**			**40**	**20**	**8**	**124**	**$ 28,652.68**								**$ 28,652.68**
3.1	BASIS OF DESIGN DOCUMENT		8	8	5	5	30			40	20	8	124	$ 28,652.68								$ 28,652.68
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**		**59**	**2**	**130**		**199**	**197**	**243**	**568**	**133**	**12**	**1,543**	**$ 339,131.75**			**$ 28,280.11**		**$ 8,045.96**	**$ 3,376.30**		**$ 378,834.11**
4.1	Geometric Concepts		8	2	18		40	20	20	80	60		248	$ 53,125.18								$ 53,125.18
4.2	Bridge and Retaining Wall Concepts																					
	Retaining Wall APS		4		24				163	122			313	$ 64,844.42								$ 64,844.42
	Bridge Underpass APS		4		29			171		154			358	$ 77,849.85								$ 77,849.85
4.3	Project Concept Report																					
	Plan and Profile Exhibits		10		9		30		20	60			129	$ 29,701.76								$ 29,701.76
	Right-of-Way Exhibits		2		2		20			6	30		60	$ 12,580.50								$ 12,580.50
	Utility Exhibits		2		20		10			40			72	$ 17,325.99								$ 17,325.99
	Structure Exhibits				8		20			40			68	$ 15,083.03								$ 15,083.03
	Preliminary Geotechnical Report		2		2		10				8		22	$ 5,343.88			$ 28,280.11					$ 33,623.99
	Preliminary Traffic Analysis Report		2		10		6			6			24	$ 6,778.25								$ 6,778.25
	Construction Cost Estimates		2		6		20	6		40	20	6	100	$ 20,580.96						$ 3,376.30		$ 23,957.26
	Right-of-Way Cost Estimates		2				8				6		16	$ 3,836.60					$ 8,045.96			$ 11,882.56
	Project Concept Report		6		2		20		40		9	6	83	$ 18,553.68								$ 18,553.68
4.4	Project Concept Approval		15				15			20			50	$ 13,527.64								$ 13,527.64
Task 5	**ENVIRONMENTAL DOCUMENTATION**		**48**		**18**	**100**	**52**	**40**	**70**	**30**	**240**		**598**	**$ 136,439.12**				**$ 120,987.16**	**$ 1,295.84**			**$ 258,722.11**
5.1	CEQA Statutory Exemption		2				6						8	$ 2,347.31				$ 13,314.22				$ 15,661.53
5.2	NEPA													$ -				$ 34,477.51				$ 34,477.51
	Traffic Study		8		12								20	$ 7,228.40								$ 7,228.40
	Cultural Resources		4				6	30	40	30			110	$ 23,479.51								$ 23,479.51
	Biological Resources		20		6		20				20		66	$ 18,445.48				$ 73,195.43				$ 91,640.91
	Air Quality		4			40	6				60		110	$ 24,931.62								$ 24,931.62
	Noise Study		8			60	8				120		196	$ 42,821.10								$ 42,821.10
	Initial Site Assessment		2				6	10	30		40		88	$ 17,185.70					$ 1,295.84			$ 18,481.54
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**		**425**	**10**	**1,160**	**525**	**1,613**	**1,914**	**2,535**	**4,210**	**2,940**	**80**	**15,412**	**$ 3,333,450.05**			**$ 197,686.81**			**$ 52,935.88**	**$ 74,651.80**	**$ 3,658,724.53**
6.1	Reports																					
	Water Quality Management Plan / Base SWPPP		8	5	30	40			40	120		10	253	$ 58,334.87								$ 58,334.87
	Hydrology & Hydraulics Reports		10	5	40	80			40	180		10	365	$ 85,412.14								$ 85,412.14
	Traffic Management Plan		10		36		70				140	10	266	$ 58,061.05								$ 58,061.05
	Geotechnical Investigations & Report		4				25				10		39	$ 9,661.70			$ 197,686.81					$ 207,348.51
	Landscape & Aesthetic Concepts		10			80		70			125	5	290	$ 64,814.22								$ 64,814.22
	Structure Type Selection Report																					$ -
	I-10 Hargrave Undercrossing Retaining Wall				40				174	165			379	$ 78,624.04								$ 78,624.04
	Hargrave Street Underpass				55			231		175			461	$ 102,273.51								$ 102,273.51

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

CITY OF BANNING
RFP 24-085 HARGRAVE GRADE SEPARATION PROFESSIONAL DESIGN SERVICES

196.54% Overhead%
195.57% Overhead% w/o FCCM
10% Fee%

		Kimley-Horn and Associates, Inc.												Subconsultants							
	Name	Darren Adrian	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional III	Professional II	Professional I	Analyst II	Analyst I	Project Support	Kimley Horn Total Hours	Kimley-Horn Total Cost	Avant-Garde Total Cost	Cabrinha, Hearn, & Associates Total Cost	Earth Mechanics, Inc. Total Cost	LSA Total Cost	Paragon Total Cost	Saylor Total Cost	VMS Total Cost	TOTAL PROJECT COSTS
	Category/Title	Project Manager																			
	Direct Rate	$123.42	$115.67	$102.44	$92.21	$78.83	$69.16	$62.17	$55.73	$49.84	$38.71										
	Billing Rate	$402.47	$377.20	$334.05	$300.69	$257.06	$225.53	$202.73	$181.73	$162.53	$126.23										
6.2	Calculations																				
	Civil/Survey Calculations	20		10	10	20	40		100			200	$ 46,732.63								$ 46,732.63
	Undercrossing Retaining Wall Structural Calculations	5		70				445	140			660	$ 141,055.70								$ 141,055.70
	Undercrossing Retaining Wall Independent Check	5						200				205	$ 42,559.25								$ 42,559.25
	Underpass Bridge Structural Calculations	5		80			635		100			820	$ 190,120.75								$ 190,120.75
	Underpass Bridge Wall Independent Check	5				360						365	$ 94,554.76								$ 94,554.76
	Misc. Wall Design	5		57				456	90			608	$ 129,856.39								$ 129,856.39
	Misc. Wall Independent Check	5					190					195	$ 44,862.79								$ 44,862.79
6.3	Plan Preparation																				
	General Plans			5			20			50		75	$ 14,307.18								$ 14,307.18
	Survey Control Plans			5		8				15		28	$ 6,164.67								$ 6,164.67
	Right-of-Way Plans			5		20		50				75	$ 16,948.24								$ 16,948.24
	Roadway Plans	60		100		230	230	420	420	700		2,160	$ 443,794.86								$ 443,794.86
	Working Roadway Cross Sections	2		10			8	10	10	40		80	$ 16,295.46								$ 16,295.46
	Railroad Track Plans	60		55		100	150	210	230	550		1,355	$ 275,819.36								$ 275,819.36
	Traffic Plans	38		88		180		260	270	530		1,366	$ 278,880.05								$ 278,880.05
	Utility Plans	20		60		130		130		320		660	$ 139,874.74								$ 139,874.74
	Landscaping & Irrigation Plans	20		10	65	20	80			150	5	350	$ 79,128.74								$ 79,128.74
	Drainage Plans	20		30	60		40		100	100		350	$ 79,559.84								$ 79,559.84
	Underpass Bridge Plans	5		40			90		1,065			1,200	$ 229,218.64								$ 229,218.64
	Undercrossing Retaining Wall Plans	5		15				50	525			595	$ 112,570.15								$ 112,570.15
	Misc. Retaining Wall Plans	5		15				50	420			490	$ 93,488.10								$ 93,488.10
	Log of Test Borings			10		20				40		70	$ 14,982.85								$ 14,982.85
6.4	Specifications	60		190	150	250	50				40	740	$ 213,313.74								$ 213,313.74
6.5	Cost Estimates	20		50	30	60	80		100	150		490	$ 109,791.32						$ 23,198.68		$ 132,990.00
6.6	Construction Schedule	10		40		80						130	$ 37,951.82						$ 29,737.20		$ 67,689.02
6.7	Value Analysis	8		14	10	40				20		92	$ 24,436.47							$ 74,651.80	$ 99,088.27
Task 7	**RIGHT-OF-WAY**	**80**			**190**					**160**	**20**	**450**	**$ 117,858.30**		**$ 39,627.06**			**$ 80,194.47**			**$ 237,679.83**
7.1	Right-of-Way Requirements	50			100					100	5	255	$ 67,076.69					$ 3,026.43			$ 70,103.12
7.2	Right-of-Way Maps	10			30					40	5	85	$ 20,177.74								$ 20,177.74
7.3	Appraisal Maps, Plats, and Descriptions	20			60					20	10	110	$ 30,603.88		$ 39,627.06			$ 77,168.04			$ 147,398.98
Task 8	**COORDINATION, AGREEMENTS & PERMITS**	**295**	**35**	**211**	**95**	**461**	**168**	**260**	**110**	**426**	**40**	**2,101**	**$ 534,363.38**	**$ 24,670.97**							**$ 559,034.35**
8.1	Union Pacific Railroad (UPRR)	50	10	30	20	100	20			60		290	$ 79,899.31								$ 79,899.31
8.2	California Public Utilities Commission (CPUC)	15			25		36			60		136	$ 31,425.02								$ 31,425.02
8.3	Caltrans District 8																				
	Caltrans Coordination	100	5	35	30	160	20			60		410	$ 118,237.72								$ 118,237.72
	Encroachment Permits	5				20						25	$ 7,153.59								$ 7,153.59
	Design Engineering Evaluation Report (DEER)	10		10	10	20			30	20		100	$ 24,215.96								$ 24,215.96
	Design Standard Decision Document (DSDD)	10		20	10	50			80	60		230	$ 50,856.13								$ 50,856.13
8.4	Riverside County Flood Control and Water Conservation	10	20					40		10		80	$ 21,303.26								$ 21,303.26
8.5	Utility Coordination	40		80		60		160		40		380	$ 97,185.38								$ 97,185.38
8.6	Community Engagement	45		36		36	72			36	40	265	$ 66,529.59	$ 24,670.97							$ 91,200.56
	Renderings (Photo simluations)	10				15	20	60		80		185	$ 37,557.41								$ 37,557.41
Task 9	**BIDDING SERVICES**	**35**	**10**		**80**	**20**	**80**	**40**		**180**		**445**	**$ 102,461.63**								**$ 102,461.63**
9.1	Resident Engineer (RE) Pending File	5	10		40			40		80		175	$ 38,923.59								$ 38,923.59
9.2	Bidding Phase Support	20			40		40			20		120	$ 32,348.82								$ 32,348.82
9.3	Conformed Plans and Specification	10				20	40			80		150	$ 31,189.22								$ 31,189.22
Task 10	**CONSTRUCTION PHASE FUNDING**	**10**			**20**		**10**			**20**		**60**	**$ 15,544.39**	**$ 23,445.46**							**$ 38,989.85**
10.1	CONSTRUCTION PHASE FUNDING	10			20		10			20		60	$ 15,544.39	$ 23,445.46							$ 38,989.85
	TOTAL HOURS	**1,452**	**85**	**1,770**	**1,135**	**2,909**	**2,797**	**3,252**	**5,262**	**4,605**	**316**	**23,583**									
	Subtotal Labor:	**$584,384.87**	**$32,061.69**	**$591,275.17**	**$341,287.74**	**$747,794.13**	**$630,803.73**	**$659,292.61**	**$956,283.56**	**$748,435.66**	**$39,889.36**		**$ 5,331,508.52**	**$ 48,116.43**	**$ 136,128.09**	**$ 230,988.13**	**$ 282,887.99**	**$ 128,992.63**	**$ 56,312.18**	**$ 74,651.80**	**$ 6,289,585.77**
	Other Direct Costs												**$ 747,807.04**	**$ 14,842.27**	**$ 14,003.28**	**$ 105,906.54**	**$ 33,876.90**	**$ 119,480.00**		**$ 3,732.59**	**$ 1,039,648.62**
	Escalation												$ 568,649.04	$ 2,042.27	$ 1,361.28	$ 21,311.54	$ 25,394.50			$ 3,732.59	$ 622,491.22
	Traffic Counts (extra intersection counts for TMP)												$ 3,960.00								$ 3,960.00
	Permit Fees												$ 15,000.00								$ 15,000.00
	Travel/Mileage												$ 15,000.00								$ 15,000.00
	Outside Printing/Courier Services												$ 10,000.00								$ 10,000.00
	Utility Agency Fees												$ 2,000.00								$ 2,000.00
	UPRR License Fee												$ 15,000.00								$ 15,000.00
	Potholing Allowance (Up to 40)												$ 118,198.00								$ 118,198.00
	Subconsultant Expenses													*$ 12,800.00*	*$ 12,642.00*	*$ 84,595.00*	*$ 8,482.40*	*$ 119,480.00*			*$ 237,999.40*
	TOTAL COST:												**$ 6,079,315.56**	**$ 62,958.70**	**$ 150,131.37**	**$ 336,894.68**	**$ 316,764.89**	**$ 248,472.63**	**$ 56,312.18**	**$ 78,384.39**	**$ 7,329,234.39**

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

CITY OF BANNING
RFP 24-085 HARGRAVE GRADE SEPARATION PROFESSIONAL DESIGN SERVICES

			Kimley-Horn and Associates, Inc.											Subconsultants							
196.54%	Overhead%	Name	Darren Adrian	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional III	Professional II	Professional I	Analyst II	Analyst I	Project Support	Kimley Horn Total Hours	Kimley-Horn Total Cost	Avant-Garde Total Cost	Cabrinha, Hearn, & Associates Total Cost	Earth Mechanics, Inc. Total Cost	LSA Total Cost	Paragon Total Cost	Saylor Total Cost	VMS Total Cost	TOTAL PROJECT COSTS
195.57%	Overhead% w/o FCCM	Category/Title	Project Manager																		
10%	Fee%	Direct Rate	$123.42	$115.67	$102.44	$92.21	$78.83	$69.16	$62.17	$55.73	$49.84	$38.71										
		Billing Rate	$402.47	$377.20	$334.05	$300.69	$257.06	$225.53	$202.73	$181.73	$162.53	$126.23										
Optional Tasks																						
2.1.1	2nd Aerial Survey		2				10		5		40		57	$ 10,890.30		$ 8,149.16					$ 19,039.46
4.1.1	Caltrans Geometric Approval Drawing (GAD)		8		2	10	40			40	120		220	$ 43,949.85							$ 43,949.85
5.1.1	CEQA SE Memorandum		2				4				2		8	$ 2,158.24				$ 7,730.91			$ 9,889.15
5.2.1	DBESP		8				6						14	$ 4,762.12				$ 18,750.94			$ 23,513.06
5.2.2	Focused Burrowing Owl Survey		2				3						5	$ 1,576.12				$ 9,792.15			$ 11,368.27
5.2.3	NEPSSA Survey		2				3						5	$ 1,576.12				$ 10,749.09			$ 12,325.21
5.2.4	Aerially Deposited Lead Investigation		6			8	12						26	$ 7,905.11			$ 23,796.02				$ 31,701.13
5.2.5	Community Impact Assessment		4				6				4		14	$ 3,802.36				$ 32,815.39			$ 36,617.74
5.2.6	Paleontological Assessment (PIR/PER)		1				4						5	$ 1,430.72				$ 11,710.03			$ 13,140.75
5.2.7	Water Quality Assessment Report		4				8				6		18	$ 4,641.53				$ 35,668.28			$ 40,309.81
5.3	Visual Impact Assessment																				
	VIA Work Plan				2	20	4			4		4	34	$ 8,942.10							$ 8,942.10
	Visual Impact Assessment		12		10	60	8			110		80	280	$ 58,357.60							$ 58,357.60
6.1	Storm Water Data Report (Long-Form)		6		15		40		80		40		181	$ 40,427.94							$ 40,427.94
8.7	Resource/Regulatory Permitting		20				40				20		80	$ 21,582.40				$ 36,410.71			$ 57,993.11
10.1.1	Grant Funding Support		40		10		60	70			60		240	$ 60,401.64	$ 38,854.93						$ 99,256.58
	OPTIONAL TASKS TOTAL HOURS		**117**		**39**	**98**	**248**	**70**	**85**	**154**	**292**	**84**	**1187**								
	Optional Tasks Subtotal Labor:		**$47,088.86**		**$13,028.10**	**$29,468.02**	**$63,751.44**	**$15,787.01**	**$17,232.43**	**$27,987.01**	**$47,457.81**	**$10,603.50**		**$ 272,404.18**	**$ 38,854.93**	**$ 8,149.16**	**$ 23,796.02**	**$ 163,627.49**			**$ 506,831.78**
	Other Direct Costs													**$ 29,054.14**	**$ 1,892.15**	**$ 10,316.49**	**$ 8,362.98**	**$ 44,083.14**			**$ 93,708.89**
	Escalation													$ 29,054.14	$ 1,892.15	$ 81.49	$ 2,195.48	$ 40,083.14			$ 73,306.39
	Expenses															$ 10,235.00	$ 6,167.50	$ 4,000.00			$ 20,402.50
	TOTAL COST for OPTIONAL TASKS													**$ 301,458.32**	**$ 40,747.08**	**$ 18,465.65**	**$ 32,159.00**	**$ 207,710.62**			**$ 600,540.67**
TOTAL COST with Optional Tasks included:														**$ 6,380,773.88**	**$ 103,705.78**	**$ 168,597.01**	**$ 369,053.68**	**$ 524,475.51**	**$ 248,472.63**	**$ 56,312.18**	**$ 78,384.39**	**$ 7,929,775.06**

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

CITY OF BANNING
Hargrave Grade Separation Professional Design Services

		Advanced Avant-Garde Corporation								
	Name	Ana Marie LeNoue	Lissette Montoya	Megan LeNoue	Julianna Carrera	Keith LeNoue	Adriana Robledo	Antonio Solorzano		
186.46%	Overhead %	Program Director	Program Manager	Program Manager	Program Manager	Program Manager	Program Coordinator	Program Coordinator	Total Hours	Total Costs
10%	Fee%	$134.07	$140.19	$43.27	$45.67	$38.50	$34.00	$25.00		
	Billing Rate	$422.46	$441.75	$136.35	$143.91	$121.32	$107.14	$78.78		
Task 1	**PROJECT ADMINISTRATION**									
Task 2	**DATA COLLECTION**									
Task 3	**BASIS OF DESIGN DOCUMENT**									
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**									
Task 5	**ENVIRONMENTAL DOCUMENTATION**									
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**									
Task 7	**RIGHT-OF-WAY**									
Task 8	**COORDINATION, AGREEMENTS & PERMITS**	**18**			**48**		**36**	**80**	**182**	**$ 24,670.97**
8.6	Community Engagement	18			48		36	80	182	$ 24,670.97
	Develop Outreach Plan	10			6		2	2	20	$ 5,459.90
	Organize and Attend 4 public meetings	4			24		24	8	60	$ 8,345.14
	Maintain Stakeholder database	2			2			20	24	$ 2,708.27
	Produce and send notices	2			16		10	50	78	$ 8,157.65
Task 9	**BIDDING SERVICES**									**$ -**
Task 10	**CONSTRUCTION PHASE FUNDING**		**15**	**65**	**30**	**30**			**140**	**$ 23,445.46**
	TOTAL HOURS	**18**	**15**	**65**	**78**	**30**	**36**	**80**	**322**	
	Subtotal Labor:	**$7,604.33**	**$6,626.21**	**$8,862.51**	**$11,224.89**	**$3,639.47**	**$3,856.90**	**$6,302.12**		**$ 48,116.43**
	Other Direct Costs									**$ 14,842.27**
	Escalation									$ 2,042.27
	Full color Postcard production 5000 pcs									$ 2,000.00
	Postage and handling (4500 postal customers)									$ 10,800.00
	TOTAL COST:									**$ 62,958.70**

Optional Tasks										
Task O										
10.1.1	Grant Funding Support	10	10	60	85		40	70	275	$ 38,854.93
	OPTIONAL TASKS TOTAL HOURS	**10**	**10**	**60**	**85**		**40**	**70**	**275**	
	Optional Tasks Subtotal Labor:	**$ 4,224.63**	**$ 4,417.47**	**$ 8,180.78**	**$ 12,232.26**	**$ -**	**$ 4,285.44**	**$ 5,514.36**		**$ 38,854.93**
	Other Direct Costs									
	Escalation									$ 1,892.15
	TOTAL COST for OPTIONAL TASKS									**$ 40,747.08**
TOTAL COST with Optional Tasks included:										**$ 103,705.78**

CITY OF BANNING
Hargrave Grade Separation Professional Design Services

			CABRINHA, HEARN & ASSOCIATES											
		Name	Camden Cabrinha	Jamie Bertchume	Edward Uribe	Imelda Torres	Christian Hidalgo	Michael Naylor	Jonathan Garcia	CAD Office surveyor	Surveyor	Admin Support	Total Hours	Total Costs
149.15%	Overhead %	Category/Title	Survey Project Manager	PLS Party Chief	Party Chief	Party Chief	Chainman	Chainman	Chainman Apprentice					
10%	Fee%	Direct Rate	$80.10	$73.50	$64.01	$64.01	$56.78	$56.78	$34.07	$50.00	$55.00	$55.00		
		Billing Rate	$219.53	$201.44	$175.43	$175.43	$155.61	$155.61	$93.37	$137.03	$150.74	$150.74		
Task 1	**PROJECT ADMINISTRATION**													
Task 2	**DATA COLLECTION**	**64**	**16**	**88**	**80**	**100**	**24**	**60**	**100**	**54**	**20**	**606**	**$ 96,501.03**
2.1	Aerial Mapping	64	16	88	80	100	24	60	100	54	20	606	$ 96,501.03
Task 3	**BASIS OF DESIGN DOCUMENT**													
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**													
Task 5	**ENVIRONMENTAL DOCUMENTATION**													
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**													
Task 7	**RIGHT-OF-WAY**	**90**							**90**	**50**		**230**	**$ 39,627.06**
7.3	Appraisal Maps, Plats, and Descriptions	90							90	50		230	$ 39,627.06
Task 8	**COORDINATION, AGREEMENTS & PERMITS**												**$ -**
Task 9	**BIDDING SERVICES**												**$ -**
Task 10	**CONSTRUCTION PHASE FUNDING**												**$ -**
	TOTAL HOURS	**154**	**16**	**88**	**80**	**100**	**24**	**60**	**190**	**104**	**20**	**836**	
	Subtotal Labor:	**$33,807.01**	**$3,223.00**	**$15,437.75**	**$14,034.32**	**$15,561.41**	**$3,734.74**	**$5,602.44**	**$26,036.18**	**$15,676.52**	**$3,014.72**		**$ 136,128.09**
	Other Direct Costs												**$ 14,003.28**
	Escalation												$ 1,361.28
	Aerial Mapping Services												$ 12,642.00
	TOTAL COST:												**$ 150,131.37**

Optional Tasks													
2.1.1	Aerial Mapping (Second Mobilization)	8		16		16			8			48	$ 8,149.16
	OPTIONAL TASKS TOTAL HOURS	**8**		**16**		**16**			**8**			**48**	
	Optional Tasks Subtotal Labor:	**$ 1,756.21**	**$ -**	**$ 2,806.86**	**$ -**	**$ 2,489.83**	**$ -**	**$ -**	**$ 1,096.26**	**$ -**	**$ -**		**$ 8,149.16**
	Other Direct Costs												**$ 10,316.49**
	Escalation												$ 81.49
	Aerial Mapping Services (Second Mobilization)												$ 10,235.00
	TOTAL COST for OPTIONAL TASKS												**$ 18,465.65**
TOTAL COST with Optional Tasks included:													**$ 168,597.01**

CITY OF BANNING
Hargrave Grade Separation Professional Design Services

			Earth Mechanics, Inc.										
		Name	**Alahesh Thurairajah**	Principal Engineer / Geologist	Senior Engineer / Geologist	Sr. Project Engineer / Geologist	Project Engineer / Geologist	Sr. Staff Engineer / Geologist	Staff Engineer / Geologist	Senior Technician	Technician	**Total Hours**	**Total Costs**
170.68%	Overhead %	Category/Title	Principal										
10%	Fee%	Direct Rate	$101.60	$92.00	$69.70	$68.60	$58.30	$51.30	$38.50	$52.50	$27.20		
		Billing Rate	$302.51	$273.93	$207.53	$204.26	$173.59	$152.74	$114.63	$156.32	$80.99		
Task 1	**PROJECT ADMINISTRATION**												
Task 2	**DATA COLLECTION**	**4**		**10**		**10**					**24**	**$ 5,021.22**
2.6	Geotechnical Records Research and Findings	4		10		10					24	$ 5,021.22
Task 3	**BASIS OF DESIGN DOCUMENT**												
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**	**20**	**10**	**30**		**50**		**40**			**150**	**$ 28,280.11**
4.3	Project Concept Reports											
	Preliminary Geotechnical Report	20	10	30		50		40			150	$ 28,280.11
Task 5	**ENVIRONMENTAL DOCUMENTATION**											**$ -**
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**	**100**	**80**	**140**	**80**	**160**	**100**	**100**	**240**	**100**	**1,100**	**$ 197,686.81**
6.1	Reports											$ -
	Geotechnical Investigations & Report	100	80	140	80	160	100	100	240	100	1,100	$ 197,686.81
Task 7	**RIGHT-OF-WAY**											
Task 8	**COORDINATION, AGREEMENTS & PERMITS**											
Task 9	**BIDDING SERVICES**											
Task 10	**CONSTRUCTION PHASE FUNDING**											
	TOTAL HOURS	**124**	**90**	**180**	**80**	**220**	**100**	**140**	**240**	**100**	**1,274**	
	Subtotal Labor:	**$37,511.48**	**$24,653.53**	**$37,355.46**	**$16,340.41**	**$38,189.16**	**$15,274.47**	**$16,048.62**	**$37,516.25**	**$8,098.75**		**$ 230,988.13**
	Other Direct Costs											**$ 105,906.54**
	Escalation											$ 21,311.54
	Drill Rig Rental											$ 60,000.00
	Traffic Control Rental											$ 12,000.00
	Soil Cutting Contaminants Testing											$ 2,520.00
	Soil Cutting (drums) Disposal											$ 6,400.00
	R-Value Tests											$ 2,000.00
	Mileage											$ 1,675.00
	TOTAL COST:											**$ 336,894.68**

Optional Tasks												
5.2.4	Aerially Deposited Lead Investigation	20		40		40			16		116	$ 23,796.02
	OPTIONAL TASKS TOTAL HOURS	**20**		**40**		**40**			**16**		**116**	
	Optional Tasks Subtotal Labor:	**$6,050.24**		**$8,301.21**		**$6,943.48**			**$2,501.08**			**$ 23,796.02**
	Other Direct Costs											**$ 8,362.98**
	Escalation											$2,195.48
	ADL Lab Tests											$ 6,167.50
	TOTAL COST for OPTIONAL TASKS											**$ 32,159.00**
TOTAL COST with Optional Tasks included:												**$ 369,053.68**

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

CITY OF BANNING
Hargrave Grade Separation Professional Design Services

		LSA Associates Inc.																	
	Name	Deborah Pracilio	Ambarish Mukherjee	Jodi Ross-Borrego	Ryan Bensley	Pam Reading	Technical Principal	Associate Planner/ Technical Specialist	Trevor Wimmer	Kelly Vreeland	Sr.Planner/ Technical Specialist	Planner/ Technical Specialist	Asst Planner/ Technical Specialist	Sr GIS/ Graphics	GIS/Graphics	Technical Editor	Document Management	Project Assistant	Total Hours	Total Costs
216.47%	Overhead % / Category/Title	Env. Task Mgr.	Traffic	Biology	Env.	Env.			Sr. Env. Planner	Sr. Paleontologist										
10%	Fee% / Direct Rate	$95.36	$91.68	$81.71	$83.56	$89.45	$84.60	$57.57	$45.31	$45.00	$47.62	$38.11	$33.61	$52.57	$34.61	$36.82	$36.82	$34.72		
	Billing Rate	$331.96	$319.15	$284.45	$290.89	$311.39	$294.51	$200.41	$157.73	$156.65	$165.77	$132.67	$117.00	$183.01	$120.48	$128.18	$128.18	$120.87		
Task 1	**PROJECT ADMINISTRATION**	**40**	**12**					**12**	**85**										**149**	**$ 32,920.55**
1.4	Project Controls (Budgeting, Cost Accounting and Progress	20							70										90	$ 17,680.51
1.5	Project Development Team Meetings	20	12					12	15										59	$ 15,240.04
Task 2	**DATA COLLECTION**	**4**	**30**					**88**	**8**		**256**	**384**		**4**	**8**	**24**	**8**		**814**	**$ 128,980.27**
2.7	Traffic Analysis																			$ -
	Preliminary Traffic Analysis	1	16					40	2		120	160		2	4	12	4		361	$ 57,788.68
	Update Traffic Analysis	1	2					8	2		16	24				4	2		59	$ 9,494.47
2.8	Caltrans Traffic Reports																			$ -
	Intersection Control Evaluation																			$ -
	Traffic Forecasting Volumes Report	2	12					40	4		120	200		2	4	8	2		394	$ 61,697.12
Task 3	**BASIS OF DESIGN DOCUMENT**																			
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**																			
Task 5	**ENVIRONMENTAL DOCUMENTATION**	**41**		**26**				**115**	**108**		**67**	**160**		**77**	**10**	**58**		**40**	**702**	**$ 120,987.16**
5.1	CEQA Statutory Exemption	2							6			10				2			20	$ 3,193.35
	Preliminary Environmental Study Form	8							16			24		4		8			60	$ 10,120.88
5.2	NEPA Categorical Exemption	24							72			80		8		24			208	$ 34,477.51
	Natural Environmental Study - Minimal Impacts (NES-MI)	4		12				46	8		12	46		38	6	14		24	210	$ 35,686.31
	Jurisdicitonal Delineation (JD)	1		4				10	2		34			10	2	4		8	75	$ 12,976.27
	Bat Habitat Assessment	1		2				38	2					5		3		8	59	$ 11,098.42
	MSHCP Consistency Analysis	1		8				21	2		21			12	2	3			70	$ 13,434.43
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**																			
Task 7	**RIGHT-OF-WAY**																			
Task 8	**COORDINATION, AGREEMENTS & PERMITS**																			
Task 9	**BIDDING SERVICES**																			
Task 10	**CONSTRUCTION PHASE FUNDING**																			
	TOTAL HOURS	**85**	**42**	**26**				**215**	**201**		**323**	**544**		**81**	**18**	**82**	**8**	**40**	**1,665**	
	Subtotal Labor:	**$28,216.97**	**$13,404.45**	**$7,395.61**				**$43,088.36**	**$31,704.09**		**$53,544.78**	**$72,171.06**		**$14,823.41**	**$2,168.70**	**$10,510.49**	**$1,025.41**	**$4,834.65**		**$ 282,887.99**
	Other Direct Costs																			**$ 33,876.90**
	Escalation																			$ 25,394.50
	Mileage																			$ 482.40
	Traffic Counts																			$ 8,000.00
	TOTAL COST:																			**$ 316,764.89**

Optional Tasks																			
5.1.1	CEQA SE Memorandum	2							14			30		2		4			52	$ 7,730.91
5.2.1	DBESP	2		8				28	8		28			18	3	5			100	$ 18,750.94
5.2.2	Focused Burrowing Owl Survey	1		3				4			20	19		8	1	3			59	$ 9,792.15
5.2.3	NEPSSA Survey	1		3				2			46			7		2			61	$ 10,749.09
5.2.5	Community Impact Assessment	2			24				4			46	100	20		24			220	$ 32,815.39
5.2.6	Paleontological Assessment (PIR/PER)	1					5		2	50				4		8			70	$ 11,710.03
5.2.7	Water Quality Assessment Report	8				28			8			130		12		28			214	$ 35,668.28
8.7	Permitting	4		27				54	8			51		24	9	24			201	$ 36,410.71
	OPTIONAL TASKS TOTAL HOURS	**21**		**41**	**24**	**28**	**5**	**88**	**44**	**50**	**94**	**276**	**100**	**95**	**13**	**98**			**977**	
	Optional Tasks Subtotal Labor:	**$6,971.25**		**$11,662.30**	**$6,981.28**	**$8,718.94**	**$1,472.53**	**$17,636.16**	**$6,940.20**	**$7,832.63**	**$15,582.69**	**$36,616.20**	**$11,700.21**	**$17,385.49**	**$1,566.28**	**$12,561.31**				**$ 163,627.49**
	Other Direct Costs																			**$ 44,083.14**
	Escalation																			$ 40,083.14
	Paleontological Records Search																			$ 4,000.00
	TOTAL COST for OPTIONAL TASKS																			**$ 207,710.62**
TOTAL COST with Optional Tasks included:																				**$ 524,475.51**

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

CITY OF BANNING

Hargrave Grade Separation Professional Design Services

		Paragon Partners Consultants, Inc.								
	Name	Mark Mendoza	Dan Akins	Dioniso Marquez	Brett Brown	Laura Mascaranes	Sarah Riggs	Jennifer Benson		
	Category/Title	Project Director	Project Manager	Relocation Manager	Title Manager	Sr. Agent	Agent	Project Coordinator	TOTAL HOURS	TOTAL COST
	Billing Rate	$237.08	$148.00	$153.13	$112.28	$91.87	$81.65	$76.55		
Task 1	**PROJECT ADMINISTRATION**	**60**	**60**		**12**	**60**	**60**	**60**	**312**	**$ 39,456.36**
1.1	General Meetings and Coordination	60	60		12	60	60	60	312	$ 39,456.36
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**	**10**	**16**		**8**	**16**	**4**	**8**	**62**	**$ 8,045.96**
4.3	Projects Concept Report									
	Right-of-Way Cost Estimates	10	16		8	16	4	8	62	$ 8,045.96
Task 5	**ENVIRONMENTAL DOCUMENTATION**	**2**	**2**			**4**	**1**	**1**	**10**	**$ 1,295.84**
5.2	NEPA									$ -
	Initial Site Assessment	2	2			4	1	1	10	$ 1,295.84
Task 7	**RIGHT-OF-WAY**	**49**	**82**	**58**	**31**	**234**	**150**	**135**	**739**	**$ 80,194.47**
7.1	Right-of-Way Requirements		4		21			1	26	$ 3,026.43
7.3	Appraisal Maps, Plats, and Descriptions	49	78	58	10	234	150	134	713	$ 77,168.04
	TOTAL HOURS	**119**	**158**	**58**	**51**	**310**	**214**	**203**	**1,113**	
	Subtotal Labor:	**$28,212.52**	**$23,384.00**	**$8,881.54**	**$5,726.28**	**$28,479.70**	**$17,473.10**	**$15,539.65**		**$ 128,992.63**
	Other Direct Costs									**$ 119,480.00**
	Mileage									$ 2,900.00
	Postage									$ 780.00
	Subconsultant - Obtain & Review Appraisal Reports									$ 77,500.00
	Subconsultant - Obtain & Review Appraisal Reviews									$ 19,500.00
	Title Reports (14)									$ 13,300.00
	Phase 1 ESA (1)									$ 5,500.00
	TOTAL COST:									**$ 248,472.63**

Assumptions:

1.) 15 Parcels to be acquired (14 partital acquisitions - Permanent easement and/or temporary easements; 1 full acquisition)

2.) 1 SFR displacement requires a Relocation Plan and a residential relocation

3.) There is only one displacement (family) that will occur from the full acquisition.

4.) The property rights required from the State (Caltrans) will be in the form of an Encroachment Permit.

CITY OF BANNING
Hargrave Grade Separation Professional Design Services

			Saylor Consulting									
		Name	Manager	Sr. Civil Estimator	Civil Estimator	Sr. Struct Estimator	Sr. Electrical / Systems Estimator	Technical Services	Sr. Scheduler	Constructability Engineer	Total Hours	Total Costs
114.55%	Overhead %	Category/Title										
10%	Fee%	Direct Rate	$105.00	$125.00	$90.00	$91.34	$89.50	$35.21	$105.00	$135.00		
		Billing Rate	$247.81	$295.01	$212.40	$215.57	$211.22	$83.10	$247.81	$318.61		
Task 1	**PROJECT ADMINISTRATION**											
Task 2	**DATA COLLECTION**											
Task 3	**BASIS OF DESIGN DOCUMENT**											
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**		**1**	**5**		**2**	**5**	**2**			**15**	**$ 3,376.30**
4.3	Project Concept Reports											
	Construction Cost Estimates (ROM)		1	5		2	5	2			15	$ 3,376.30
Task 5	**ENVIRONMENTAL DOCUMENTATION**											**$ -**
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**		**7**	**25**	**27**	**18**	**20**	**3**	**120**		**220**	**$ 52,935.88**
6.5	Cost Estimates		7	25	27	18	20	3			100	$ 23,198.68
6.6	Construction Schedule								120		120	$ 29,737.20
Task 7	**RIGHT-OF-WAY**											**$ -**
Task 8	**COORDINATION, AGREEMENTS & PERMITS**											**$ -**
Task 9	**BIDDING SERVICES**											**$ -**
Task 10	**CONSTRUCTION PHASE FUNDING**											**$ -**
		TOTAL HOURS	**8**	**30**	**27**	**20**	**25**	**5**	**120**		**235**	
		Subtotal Labor:	**$1,982.48**	**$8,850.30**	**$5,734.80**	**$4,311.40**	**$5,280.50**	**$415.50**	**$29,737.20**			**$ 56,312.18**
	Other Direct Costs											**$ -**
		TOTAL COST:										**$ 56,312.18**

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

CITY OF BANNING
Hargrave Grade Separation Professional Design Services

			VALUE MANAGEMENT STRATEGIES, INC.							
		Name	Robert Stewart	Eric Trimble	Linda Chia	Jessica Combs	Sandra Northrop	Angelina Chang		
222.12%	Overhead %	Category/Title	Principal	CVS Team Leader	Asst. Team Leader	Project Coordinator	Asst. Project Coordinator	Technical Editor	Total Hours	Total Costs
10%	Fee%	Direct Rate	$159.01	$109.04	$68.75	$62.60	$56.19	$37.74		
		Billing Rate	$563.42	$386.36	$243.60	$221.81	$199.10	$133.72		
Task 1	PROJECT ADMINISTRATION									$ -
Task 2	DATA COLLECTION									$ -
Task 3	BASIS OF DESIGN DOCUMENT									$ -
Task 4	CONCEPT DEVELOPMENT & PROJECT APPROVAL									$ -
Task 5	ENVIRONMENTAL DOCUMENTATION									$ -
Task 6	PLANS, SPECIFICATIONS & ESTIMATES (PS&E)	8	104	96	8	8	24	248	$	74,651.80
6.7	Value Analysis	8	104	96	8	8	24	248	$	74,651.80
Task 7	RIGHT-OF-WAY								$	-
Task 8	COORDINATION, AGREEMENTS & PERMITS								$	-
Task 9	BIDDING SERVICES								$	-
Task 10	CONSTRUCTION PHASE FUNDING								$	-
	TOTAL HOURS	8	104	96	8	8	24	248		
	Subtotal Labor:	$4,507.39	$40,181.82	$23,385.91	$1,774.49	$1,592.79	$3,209.40		$	74,651.80
	Other Direct Costs								$	3,732.59
	Escalation								$	3,732.59
	TOTAL COST:								$	78,384.39

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

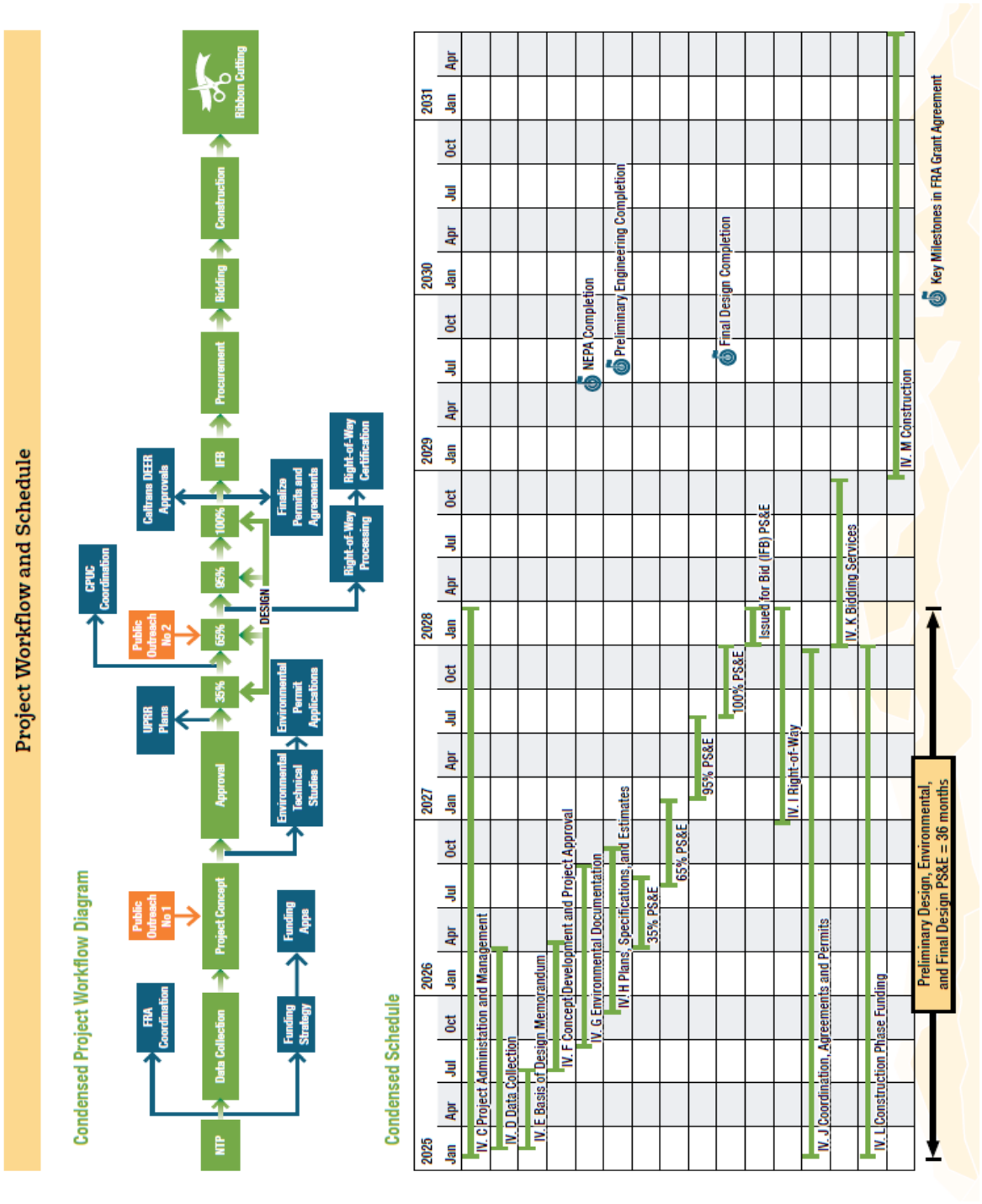
I. Consultant shall perform all services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer. Consultant will provide a written proposal within one week of the City's request for services, unless otherwise agreed to by the Contract Officer.

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

A. Proposed Project Schedule – Attached as Exhibit D-1 and included in Exhibit "A".

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

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE



RESOLUTION 2024-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR THE FUNDING OF SB 125 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM FUNDING FOR GRADE SEPARATION PLANNING AND DESIGN WORK FOR $5,000,000 FOR THE PLANNING AND DESIGN OF THE HARGRAVE GRADE SEPARATION PROJECT

WHEREAS, the Hargrave Grade Separation Project exists on the City's Capital Improvement Program; and

WHEREAS, the Hargrave Grade Separation Project exists within the Western Regional Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) network map for the Pass Zone; and

WHEREAS, the Riverside County Transportation Commission (RCTC) selected the project as an eligible project under the SB 125 Transit and Intercity Rail Capital Program to receive direct contribution from RCTC in the amount of $5,000,000; and

WHEREAS, the grant from RCTC is in addition to the previously awarded grant from the Federal Railroad Administration through the Rail Crossing Elimination grant program in the amount of $2,800,000.

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

SECTION 1. The City Council approves the Agreement for the funding of SB 125 Transit and Intercity Rail Capital Program with the Riverside County Transportation Commission for the Hargrave Grade Separation Planning and Design Project in an amount of $5,000,000.

SECTION 2. The City Council authorizes the City Manager or their designee to execute the grant agreement with the Riverside County Transportation Commission on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 8th day of October 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-161, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 2024 by the following vote, to wit:

AYES: Flynn, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN: Happe.

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

Agreement For the Funding Of Sb 125
Transit And Intercity Rail Capital Program Funding For Grade
Separation Planning and Design Work With The City Of Banning

AGREEMENT FOR THE FUNDING OF SB 125 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM FUNDING FOR GRADE SEPARATION PLANNING AND DESIGN WORK WITH THE CITY OF BANNING

1. Parties and Date.

1.1 This Agreement is made and entered into this ___ day of _____, 2024, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and CITY OF BANNING ("City"). RCTC and City are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 Transit and Intercity Rail Capital Program (TIRCP) was created by the state as a competitive program in 2014 to provide grants from the Greenhouse Gas Reduction Fund (GGRF) via cap-and-trade proceeds to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. In July 2023 AB 102 and SB 125 amended the Budget Act of 2023 to appropriate about $4 billion of state general funds to the TIRCP over the next two years.

2.3 SB 125 Formula-Based TIRCP establishes funding for transit operations and capital improvements, and grade separations and rail crossing improvements to be funded by the TIRCP.

2.4 RCTC intends, by this Agreement, to distribute TIRCP funding ("TIRCP Funds"), subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

2.5 The Parties acknowledge that certain state requirements apply to the TIRCP Funds, and City shall be obligated to comply with all TIRCP funding requirements as set forth in Exhibit "D" ("TIRCP Funding Requirements").

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute TIRCP Funds to the City for the PA&ED – Project Approvals & Environmental Document and PS&E – Plans, Specifications and Estimates phases of the Hargrave Avenue/UPRR Grade Separation Project ("the Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. It is understood and agreed that the City shall expend

TIRCP Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Five Million Dollars ($5,000,000), to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute TIRCP Funds in excess of the maximum authorized in this section.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items, provided that such items are included in the scope of work attached as Exhibit "A": (1) City and/or consultant costs associated with direct Work coordination and support; (2) funds expended for preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Work; and (4) costs incurred in the preparation of plans, specification, and estimates by City or consultants.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees attributed to the processing of the Work; (4) expenses for items of work not included within the scope of work in Exhibit "A"; (5) any costs that are not in compliance with the TIRCP Funding Requirements.

3.3 City's Funding Obligation to Complete the Work. In the event that the TIRCP Funds allocated to the Work represent less than the total cost of the Work, the City shall provide such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay TIRCP Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any TIRCP Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. Notwithstanding the foregoing, if funding under this Agreement is provided for project approval and environmental documentation (PA&ED) and the City determines to not complete the Work based on findings made in the PA&ED, the City shall not be required to repay that portion of the TIRCP Funds that were distributed to the City for the PA&ED Work.

3.3.2 City's Local Match Contribution. There is no local match requirement for this award.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": PA&ED, and project specifications and engineer's estimate (PS&E).

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.1; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, "including full repayment of TIRCP Funds to RCTC as provided herein". All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates Art Vela, Director of Public Works, or his or her designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all TIRCP Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City TIRCP Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30-day period to cure any alleged breach. During the 30-day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City TIRCP Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all TIRCP Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, the State of California, their officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC. The City will reimburse RCTC for any expenditures, including

reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

3.14 Procedures for Distribution of TIRCP Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum TIRCP Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs including, but not limited to, any costs not in compliance with TIRCP Funding Requirements, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 et seq.), but the necessity of compliance with CEQA and NEPA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety

of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees and the State Auditor any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees and the State Auditor such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers, and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.21 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

3.22 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.23 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY OF BANNING
99 E. Ramsey St
Banning, CA 92220
ATTN: City Manager

RCTC
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Mailing address: P.O. Box 12008
Riverside, CA 92501
ATTN: Executive Director

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

3.25 Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. Notwithstanding the foregoing, in the case of any conflict between the Funding Requirements set forth in Exhibit "D" and the terms of this Agreement, the Funding Requirements shall govern.

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.29 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.30 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

3.31 Incorporation of Recitals and Exhibits. The recitals set forth above are true and correct and are incorporated into this Agreement by reference as if fully set forth herein. Exhibits "A" through "D" attached to this Agreement are incorporated herein by reference.

3.32 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.33 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.34 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.35 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[SIGNATURES ON FOLLOWING PAGE.]

SIGNATURE PAGE
TO
AGREEMENT FOR THE FUNDING OF SB 125
TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM FUNDING FOR GRADE SEPARATION PLANNING AND DESIGN WORK

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Aaron Hake, Executive Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County Transportation Commission

CITY OF BANNING

By: _____
Doug Schulze, City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

By: _____
Serita Young, City Attorney

EXHIBIT "A"

SCOPE OF WORK,
FUNDING AND TIMETABLE

SCOPE OF WORK: Preliminary Engineering, Environmental Documentation, and Plans, Specifications, and Estimates to construct a grade separation of Hargrave Ave and the Union Pacific Rail Road in the City of Banning. Project is located on Hargrave Ave from Lincoln Street to Ramsey Street, and includes lowering of Ramsey Street under the existing railroad, construction of a railroad overcrossing, freeway ramp modifications for both eastbound and westbound ramps, and roadway widening of Hargrave Street from Lincoln Street to the eastbound freeway ramps from 2-lanes to 4-lanes.

FUNDING:

PHASE	TIRCP Fund	FEDERAL (RCE GRANT)	LOCAL	TOTAL
Preliminary Engineering (PAED & PSE)	$5,000,000	$2,800,000	$500,000	$8,300,000
TOTAL	$5,000,000	$2,800,000	$500,000	$8,300,000

TIMETABLE: Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

PHASE	START DATE	END DATE	COMMENTS
PAED	10/2024	7/2029	300 Working Days
NEPA Completion	6/2026	6/2029	300 Working Days
PSE	8/2027	8/2029	250 Working Days

EXHIBIT "B"

PROJECT LOCATION MAP

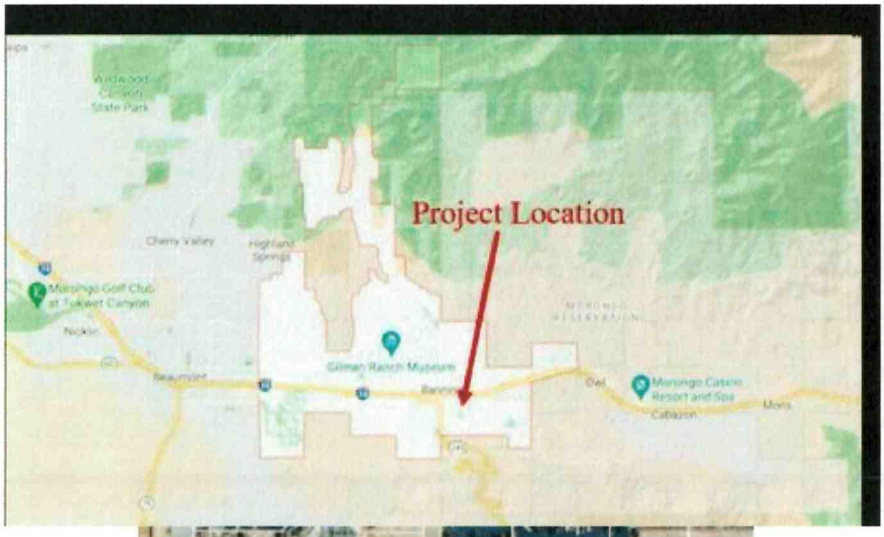




Exhibit B

EXHIBIT "C"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit "C-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.

2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC's Executive Director with a copy to RCTC's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-2".

3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample progress report is attached as Exhibits "C-4". All documentation from the City's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-3".

4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit "C" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

   Signed _____

   Title _____

   Date _____

   Invoice No. _____

7. RCTC will pay the City within 30 days after receipt by the Commission of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on the Work; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

EXHIBIT "C-1"

ELEMENTS OF COMPENSATION

For the satisfactory performance and completion of the Work under this Agreement, City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of City's City Engineer ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Work will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Work under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the City. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to City's office must have City's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

3. INVOICING.

3.1 Each month the Consultant shall submit an invoice for Work performed during the preceding month. The original invoice shall be submitted to City's City Engineer with two (2) copies to City's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Work, shall be listed separately. The charges for each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 City shall pay the Consultant within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

EXHIBIT "C-2"

SAMPLE COVER LETTER TO RCTC

Date

Mr. Aaron Hake
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the City of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____ Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT "C-3"

SAMPLE LETTER FROM CONTRACTOR TO CITY/COUNTY

Month/Date/Year

_____
_____
_____

Attn: Accounts Payable Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00
TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT "C-4"

SAMPLE PROGRESS REPORT

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

TIRCP FUNDING REQUIREMENTS

As used herein, the term "Recipient" shall refer to the City.

Section 1. Third Party Contracting

1. Recipient shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by Recipient, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

2. Procurement of architectural and engineering services shall be in accordance with the requirements set forth in the Chapter 10 of the Caltrans Local Assistance Procedures Manual applicable to state funded agreements.

3. Any subcontract entered into by Recipient as a result of this Agreement shall contain the Provisions of Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors

3. In addition to the above, the preaward requirements of third party contractor/consultants with local transit agencies should be consistent with Caltrans Local Program Procedures (LPP-00-05).

Section 2. Audits and Reports

A. *Cost Principles*

1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree to follow 2 CFR 200 and it shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.

3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by Recipient to Commission.

4. The Commission may terminate this Agreement for any reason at any time if it is determined by the Commission or the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the Recipient during performance under this Agreement. If

the Agreement is terminated under this section, the Recipient may be required to fully or partially repay funds.

B. *Record Retention*

1. Recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Recipient, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under this Agreement and shall be held open to inspection, copying, and audit by representatives of the Commission, State, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Recipient, its contractors, and subcontractors upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement. The Commission and State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's external and internal auditors may be relied upon and used by Commission or State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Government Code section 8546.7, Recipient, Recipient's contractors and subcontractors and Commission shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Recipient under this Agreement. The Commission, the State, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and Recipient shall furnish copies thereof if requested.

3. Recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the Commission, the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

C. *Reporting Requirements*

1. Subject to the discretion of Commission, Recipient agrees to provide on a quarterly basis, Project Progress Reports that include the following information, as applicable:

a. Activities and progress made towards implementation of the project;

b. Identification of whether the Project is proceeding on schedule and within budget;

c. Identification of changes to the Project funding plan;

d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Projects scope of work;

e. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low income households;

f. Reporting requirements per California Air Resource Board Cap and Trade Auction Proceeds Funding Guidelines for Agencies that Administer California Climate Investments which may include, continued reporting following project implementation to identify benefits achieved.

2. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements.

3. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:

a. Scope of completed Project as compared to programmed Project;

b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

Section 3. Special Requirements

Non-Discrimination Clause

1. In the performance of work under this Agreement, Recipient, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. Recipient, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and. Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Recipient's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

2. Each of the Recipient's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the nondiscrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

3. Recipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. The Recipient shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of The Department Of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean the Recipient.

5. The Recipient shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section J.

M. Disabled Veterans Program Requirements

1. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

2. Recipient shall have the sole duty and authority under this Agreement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith efforts asserted by those contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

U.S Department of Transportation

Federal Railroad Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS
CITY OF BANNING
99 E Ramsey St
Banning, CA 92220-4837

2. AGREEMENT NUMBER: 69A36524420100RCECA

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 05/01/2024 TO 02/28/2030

5. FEDERAL FUNDING PERIOD: FROM 05/01/2024 TO 02/28/2030

1A. IRS/VENDOR NO. 956000674

1B. UEI. F996EVLCRCG3 1C. DUNS. 099169823

6. ACTION New

7. CFDA#: 20.327

8. PROJECT TITLE
Hargrave Grade Separation Planning Project

TITLE	FEDERAL	NON-FEDERAL	TOTAL
9. PREVIOUS AGREEMENTS	0.00	0.00	0.00
10. THIS AGREEMENT	2,800,000.00	1,500,000.00	4,300,000.00
11. TOTAL AGREEMENT	2,800,000.00	1,500,000.00	4,300,000.00

12. INCORPORATED ATTACHMENTS
THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

General Terms and Conditions, Attachment 1; Project Specific Terms and Conditions, Attachment 2; Exhibits, Attachment 3

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58 (2021); 49 U.S.C. § 22909 / Advanced Appropriation in the IIJA, Division J, Title VIII, Public Law 117-58 (2021)

14. REMARKS

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mr. Doug Schulze City Manager		17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL Jamie Rennert Director, Regional Outreach & Project Delivery	
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed	16A. DATE 06/28/2024	18. SIGNATURE OF AUTHORIZED FRA OFFICIAL Electronically Signed	18A. DATE 06/28/2024

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41010

20. ORGANIZATION CODE: 9000000000

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
69A36524420100RCECA	27X0760722	2024	10030501AA	2,800,000.00

AWARD ATTACHMENTS

CITY OF BANNING 69A36524420100RCECA

1. General Terms and Conditions, Attachment 1
2. Project Specific Terms and Conditions, Attachment 2
3. Exhibits, Attachment 3

U.S. Department of Transportation
Federal Railroad Administration

Attachment 1

GENERAL TERMS AND CONDITIONS

Revision Date: February 15, 2024

General Terms and Conditions
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ATTACHMENT 1

This Grant Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the Recipient identified in Attachment 2: Project-Specific Terms and Conditions. This Agreement, including the Agreement cover sheet, this Attachment 1, Attachment 2, and Exhibits A–C, constitutes the entire Agreement between FRA and the Recipient regarding the Project as defined in Attachment 2. All prior discussions and understandings concerning the scope and subject matter of this agreement are superseded by this Agreement.

This Agreement is governed by and subject to 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the U.S. Department of Transportation (USDOT) implementing regulations at 2 C.F.R. part 1201.

ARTICLE 1: TERMS AND CONDITIONS

1.1 General Terms and Conditions

This Attachment 1: General Terms and Conditions, is part of the Agreement between FRA and the Recipient. This Attachment 1 contains the standard terms and conditions governing the administration of this Agreement and the execution of the Project. The General Terms and Conditions incorporate by reference the information contained in Attachment 2 and the Exhibits to this Agreement.

1.2 Project-Specific Terms and Conditions

Attachment 2: Project-Specific Terms and Conditions, is part of the Agreement between FRA and the Recipient. Attachment 2 contains Project-Specific Terms and Conditions, which may include special terms and conditions.

1.3 Program-Specific Clauses

Article 26 of this Attachment 1 contains the applicable program-specific clauses. The Recipient will comply with the program-specific clauses below that are associated with the grant program identified in Attachment 2 of this Agreement. In the event that the Recipient's grant is not authorized under a program listed below, Article 26 does not apply.

(a) For Projects funded under the Interstate Rail Compacts program (49 U.S.C. § 22910), the Recipient will comply with the program-specific clauses in Article 26.1.

(b) For Projects funded under the Railroad Crossing Elimination program (49 U.S.C. § 22909), the Recipient will comply with the program-specific clauses in Article 26.2.

(c) For Projects funded under the Consolidated Rail Infrastructure and Safety Improvements program (49 U.S.C. § 22907), the Recipient will comply with the program-specific clauses in Article 26.3.

(d) For Projects funded under the Restoration and Enhancement program (49 U.S.C. § 22908), the Recipient will comply with the program-specific clauses in Article 26.4.

(e) For Projects funded under the Federal-State Partnership for Intercity Passenger Rail program (49 U.S.C. § 24911) and Federal-State Partnership for State of Good Repair (as authorized in Sections 11103 and 11302 of the Passenger Rail Reform and Investment Act of 2015 (Title XI of the Fixing America's Surface Transportation (FAST) Act, Pub. L. No. 114-94 (2015))), the Recipient will comply with the program-specific clauses in Article 26.5.

1.4 Exhibits

Exhibits A–C are part of the Agreement between FRA and the Recipient. The Recipient will comply with Exhibits A–C.

ARTICLE 2: FRA ROLE AND RESPONSIBILITIES

2.1 FRA Role

(a) FRA is responsible for funding disbursements to the Recipient under this Agreement. FRA will also conduct oversight and monitoring activities to assess Recipient progress against established performance goals and to assess compliance with terms and conditions, including the Statement of Work and other requirements of this Agreement.

(b) If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Recipient in Project activities.

(c) If this award is made as a Grant, FRA will not have substantial programmatic involvement.

2.2 FRA Professional Staff

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. FRA professional staff may include the following:

(a) Financial Analyst. The Financial Analyst will serve as the Recipient's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring.

(b) Grant Manager. The Grant Manager will serve as the Recipient's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Project Manager to facilitate effective Project delivery.

(c) Project Manager. The Project Manager will serve as the Recipient's point of contact for the technical aspects of Project delivery. The Project Manager coordinates Project deliverable review, provides technical assistance to the Recipient, and generally assesses Project progress and performance.

ARTICLE 3: RECIPIENT ROLE

3.1 Representations and Acknowledgments on the Project

(a) The Recipient represents that:

(1) all material statements of fact in the Application were accurate when the Application was submitted and now; and

(2) the Recipient read and understands the terms and conditions in Attachment 1 and Attachment 2 of this Agreement, the applicable program-specific clauses in Article 26 of this Attachment 1, and the information and conditions in the Exhibits.

(b) The Recipient acknowledges that:

(1) the terms and conditions impose obligations on the Recipient and that the Recipient's non-compliance with the terms and conditions may result in remedial action, including terminating the Agreement, disallowing costs incurred for the Project, requiring the Recipient to refund Federal contributions to FRA, and reporting the non-compliance in the Federal-government-wide integrity and performance system. Recipient acknowledges that the terms and conditions impose such obligations on the Recipient whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

(2) The Recipient acknowledges that the requirements of this Agreement apply to the entire Project, including Project costs satisfied from sources other than Agreement Federal Funds.

(c) By entering into this Agreement with FRA, the Recipient agrees to comply with the terms and conditions in Attachment 1 and Attachment 2, including applicable program-specific clauses in Article 26 of this Attachment 1, Exhibits A–C, and all applicable Federal laws and regulations, including those identified in this Agreement. The Recipient will ensure compliance with all terms of this Agreement and all of its parts for all tiers of subawards and contracts under this Agreement, as appropriate. The Recipient understands that the terms and conditions of this Agreement apply regardless of whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

3.2 Representations on Authority and Capacity

The Recipient represents that:

(a) it has the legal authority to receive Federal financial assistance under this Agreement;

(b) it has the legal authority to complete the Project;

(c) all representations and warranties made in the Federal System for Awards Management (SAM.gov) and in the Application are true and correct;

(d) it has the capacity, including legal, technical, institutional, managerial, and financial capacity, to comply with its obligations under this Agreement and complete the Project;

(e) the Non-Federal Funds listed in Article 6 of Attachment 2 of this Agreement are committed to fund the Project;

(f) it has sufficient funds available to ensure that equipment and infrastructure funded under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law;

(g) it has sufficient funds available to ensure that operations funded under this agreement are conducted in compliance with this Agreement and applicable Federal law; and

(h) the individual executing this agreement on behalf of the Recipient has the legal authority to enter this Agreement and make the statements and certifications in this Agreement on behalf of the Recipient.

3.3 FRA Reliance

The Recipient acknowledges that:

(a) FRA relied on statements of fact in the Application and SAM.gov to select the Project to receive this award;

(b) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient and the Project are eligible to receive financial assistance under this Agreement;

(c) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient has the legal authority to implement the Project; and

(d) FRA relied on statements of fact in both the Application and this Agreement to establish the terms of this Agreement; and

(e) FRA's selection of the Project to receive this award may have prevented awards to other eligible applicants.

3.4 Project Delivery

(a) The Recipient will implement and complete the Project to FRA's satisfaction under the terms of this Agreement.

(b) The Recipient will ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

3.5 Rights and Powers Affecting the Project

(a) The Recipient will not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this Agreement without written approval of FRA.

(b) The Recipient will act promptly, in a manner acceptable to FRA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this Agreement.

3.6 Notification of Changes to Key Personnel

The Recipient will notify the FRA Grant Manager in writing within 30 days of any change in key personnel who are identified in the Application, which may require an amendment to this Agreement.

ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount

Under this Agreement, FRA awards a Grant to the Recipient in the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.2 Federal Obligations

This Agreement obligates for the budget period the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.3 Maximum Funding Amount

This Agreement funds the Project at the lesser amount of the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement, or the FRA maximum contribution percentage of the total Project cost identified in Article 6.5 of Attachment 2 of this Agreement.

4.4 Budget Period

The budget period for this award begins on the date of this Agreement and ends on the end date that is listed in Section 5 on the Agreement cover sheet. In this Agreement, "budget period" is used as defined at 2 C.F.R. § 200.1.

4.5 Period of Performance

The Period of Performance for this award is listed in Section 4 on the Agreement cover sheet. In this Agreement, "Period of Performance" is used as defined at 2 C.F.R. § 200.1.

ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement

The Recipient will notify the FRA Grant Manager and Project Manager by electronic correspondence within 30 days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project, including change in authority. In that notification, the Recipient will describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 5.1 is separate from any requirements under this Article 5 that the Recipient request an amendment to this Agreement.

5.2 Scope and Statement of Work Changes

If the Project's activities differ from the activities described in Article 4 of Attachment 2 of this Agreement, then the Recipient will notify FRA in writing of the change, which may require an amendment to this Agreement.

5.3 Schedule Changes

If one or more of the following conditions are satisfied, then the Recipient will request an amendment to this Agreement to update the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement:

(a) a completion date for the Project or a component of the Project is listed in the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed;

(b) a schedule change would require the budget period to continue after the end of the budget period defined in Section 4.4; or

(c) a schedule change would require the Period of Performance to continue after the end of the Period of Performance defined in Section 4.5. The Recipient must submit requests to extend the Period of Performance not later than 90 days before the end of the Period of Performance.

For other schedule changes, the Recipient will notify the Grant Manager in writing.

5.4 Budget Changes

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this Agreement to complete the Project;

(2) any additional funds the Recipient contributes to complete the Project are subject to the requirements of this Agreement in the same manner as the Non-Federal Funds identified in Article 6.5 of Attachment 2 of this Agreement; and

(3) FRA will not increase the amount of this award to address any funding shortfall.

(b) The Recipient will notify FRA in writing if the total Project cost, as described in Table 6-A of Attachment 2 of this Agreement, amount increases, which may result in an amendment to this Agreement.

(c) The Recipient will notify FRA in writing if the Non-Federal Funds amount decreases, which may result in an amendment to this Agreement.

(d) For all other budget changes, the Recipient will follow the applicable procedures and document the changes in writing.

5.5 Project Cost Savings

(a) If there are Project Cost Savings, then the Recipient may notify FRA in writing of its intent to include in the Project and complete with the Project Cost Savings the additional activities within the scope of this award that are specified in the Additional Task(s) in Article 4 of Attachment 2 of this Agreement. The Recipient will complete the Additional Task(s) after FRA provides a written approval. An amendment to this Agreement is not required to proceed with the Additional Task(s).

(b) If there are Project Cost Savings, and there are not Additional Task(s) identified in Article 4 of Attachment 2 of this Agreement, then the Recipient may propose a new task that is within the scope of this award and request an amendment to add the new task to this Agreement and complete it with Project Cost Savings.

(c) In this Agreement, **"Project Cost Savings"** means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA's satisfaction, the actual Project costs are less than the estimated total Project costs. There are no Project Cost Savings prior to completion of the Project or if the actual costs to complete the Project are equal to or greater than the total Project cost listed in Section 6.5 of Attachment 2 of this Agreement.

(d) If there are Project Cost Savings and either the Recipient does not make a proposal or FRA does not accept the Recipient's proposal under (a) of this Section 5.5, then:

(1) The Recipient will provide written notice to FRA and reduce the Federal Share by the Project Cost Savings, which may result in an amendment to this Agreement; and

(2) If the reduced Federal Share reduces this award and the Recipient received reimbursed costs exceeding the appropriate amount under the reduced award, the Recipient will refund the difference between the reimbursed costs and the reduced award.

(e) In this Agreement, "Federal Share" means the sum of the Agreement Federal Funds and Other Federal Funds amounts that are identified in the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement.

(f) The Recipient acknowledges that amounts that are required to be refunded under this Section constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.6 FRA Acceptance of Changes

FRA may accept or reject changes requested under this Article 5, and in doing so may elect to consider only the interests of the grant program and FRA. The Recipient acknowledges that any request under this Article 5 does not amend, modify, or supplement this Agreement unless FRA

accepts the request and the parties amend this Agreement under Section 15.1 of this Attachment 1.

ARTICLE 6: GENERAL REPORTING TERMS

6.1 Alternative Reporting Methods

FRA may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient will use the processes required by FRA.

6.2 Paperwork Reduction Act Notice

Under 5 C.F.R. § 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (OMB). Notwithstanding any other term of this Agreement, the due date for any information collections required under this Agreement, including the reporting requirements in Articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7: PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications

(a) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a complete FRA Form 34[1] Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

(1) a certification that the Recipient is in compliance with 2 C.F.R. § 200.303 (Internal Controls) and 2 C.F.R. part 200, Subpart F (Audit Requirements);

(2) the certification required under 2 C.F.R. § 200.415(a); and

(3) a certification that the Recipient is complying with any environmental mitigation commitments and Section 106 compliance obligations.

If the date of this Agreement is in the final month of a quarter, then the Recipient will submit the first Quarterly Project Progress Report and Recertification in the quarter that begins after the date of this Agreement.

(b) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a Federal Financial Report (SF-425) covering the previous quarter.

[1] FRA Form 34 is available at https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports

7.2 Final Progress Reports and Financial Information

No later than 120 days after the end of the Period of Performance, the Recipient will submit:

(a) a final Quarterly Project Progress Report and Recertification in the format and with the content described in Section 7.1(a) of this Attachment 1 for each Quarterly Project Progress Report and Recertification;

(b) a final SF-425 through GrantSolutions;

(c) a Final Performance Report FRA Form 33 as provided by FRA[2] ; and

(d) any other information required under FRA's award closeout procedures.

7.3 Real Property Reporting

The Recipient will comply with the reporting obligations in 2 C.F.R. § 200.330, as directed by FRA.

ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING

8.1 Baseline Performance Measurement

Within one year before the start of work on the Project, the Recipient will collect baseline data for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement. Within six months of the start of the Period of Performance, the Recipient will submit to FRA a Baseline Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure. The Recipient will also provide FRA access to the data collected in machine-readable format.

8.2 Post-Project Performance Measurement

For each performance measure that is listed in Article 7 of Attachment 2 of this Agreement, the Recipient will collect data and submit to FRA a Post-Project Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure, at the frequency and for the duration identified in Article 7 of Attachment 2 of this Agreement. The Recipient will also provide FRA access to the data collected in machine-readable format. If an external factor affects a performance measure, the Recipient will identify that external factor in the Post-Project Performance Measurement Report and discuss the external factor's influence on the performance measure. In the Post-Project Performance Report, the Recipient will compare the actual project performance against the pre-project (baseline) performance and expected post-project performance as described in Table 7-A of Attachment 2 of this Agreement.

[2]FRA Form 33 is available at https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports

8.3 Project Outcomes Report

Where indicated in Article 7 of Attachment 2 of this Agreement, the Recipient will submit to FRA, not later than January 31st of the year that follows the final year during which data were collected, a Project Outcomes Report that contains:

(a) an analysis of the impacts of the Project, including a comparison of the baseline performance measurement data collected under Section 8.1 of this Attachment 1 with the post-project performance measurement data that the Recipient reported in the final Post-Project Performance Measurement Report required under Section 8.2 of this Attachment 1;

(b) for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement, an analysis of the accuracy of the projected outcome; and

(c) all data collected under Sections 8.1 and 8.2 of this Attachment 1;

(d) additional information as directed.

8.4 General Performance Measurement Requirements

The Recipient will ensure that all data collection for each performance measure identified in Article 7 of Attachment 2 of this Agreement is completed in a manner consistent with the description, location, and other attributes associated with that performance measure.

8.5 Outcome Measurement and Reporting Survival

The data collection and reporting requirements in Article 8 of this Attachment 1 survive the termination of this Agreement. FRA may consider the Recipient's compliance with this requirement after closeout of the grant in its evaluation of future applications for Federal financial assistance.

ARTICLE 9: NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations

(a) Notice of Proposed Determination. If FRA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, FRA will notify the Recipient of a proposed determination of noncompliance through a written notice that:

(1) explains the noncompliance;

(2) describes a proposed remedy that is consistent with Section 9.2 of this Attachment 1;

(3) describes the process and form in which the Recipient may respond to the notice that is consistent with Section 9.1(b) of this Attachment 1; and

(4) if applicable, provides the Recipient an opportunity to cure the noncompliance or take corrective action.

(b) Response to Notice of Proposed Determination. The Recipient may, not later than 7 days after receiving the notice of proposed determination of noncompliance, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the proposed remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy;

(3) acknowledge the noncompliance and agree to cure or take corrective action; or

(4) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response sufficient documentation or other information supporting the Recipient's compliance.

(c) Notice of Final Determination. After considering the Recipient's response or failure to timely respond under Section 9.1(b) of this Attachment 1, FRA will make a final determination. To make a final determination, FRA must provide a written notice to the Recipient that:

(1) states what the final determination is (e.g., noncompliance or compliance);

(2) states the basis for the final determination; and

(3) describes the remedy that FRA is imposing, if applicable, or if FRA is not imposing a remedy, describes the resolution to the proposed determination of noncompliance, including whether the Recipient has cured or corrected the noncompliance.

(d) If FRA determines the noncompliance is one that cannot be addressed while work on the Project is ongoing, in the notice of proposed determination or in the notice of final determination, FRA will direct the Recipient to stop work. The Recipient will stop work and will direct any Subrecipients or contractors to stop work immediately upon receipt of a notice to stop work from FRA.

(e) FRA may consider the public interest in making a determination of noncompliance and imposing a remedy.

9.2 Remedies

(a) If FRA makes a final determination of noncompliance under Section 9.1(c) of this Attachment 1, FRA may impose a remedy, including:

(1) additional conditions on the award;

(2) requiring the Recipient to prepare and implement a corrective action plan;

(3) directing the Recipient to stop work;

(4) any remedy permitted under 2 C.F.R. §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to FRA; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(5) any other remedy legally available.

(b) The Recipient acknowledges that any amounts FRA requires the Recipient to refund to FRA under this Section 9.2 constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

(c) Other Remedies. The termination authority under Article 10 of this Attachment 1 supplements and does not limit FRA's remedial authority under this Article 9 or 2 C.F.R. part 200, including 2 C.F.R. §§ 200.339-200.240. FRA reserves the right to seek any appropriate remedy or otherwise enforce the terms and conditions of this Agreement as authorized by law.

9.3 Other Oversight Entities

Nothing in Article 9 of this Attachment 1 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION

10.1 Suspension of Award Activities

(a) If FRA determines that the remedy for noncompliance imposed under Article 9 of this Agreement does not achieve the desired result or is unlikely to improve compliance or performance, FRA may suspend activities under this Agreement pending corrective action by the Recipient or termination.

(b) If FRA suspends activities under this Agreement, FRA will notify the Recipient in writing of the following, which may be included in the determinations of non-compliance under Section 9.1 of this Attachment 1:

(1) what project activities, if any, will take place during the period of suspension;

(2) what costs FRA will reimburse if the suspension is lifted and the award resumed;

(3) what corrective actions must occur during the suspension; and

(4) FRA's intent to terminate the award under this Article 10 if the Recipient does not meet the conditions of the remedial action.

(c) The duration of the temporary suspension of activities under the Agreement should be commensurate with the corrective action needed, but should not exceed 120 days at the outset. If the Recipient is not making sufficient progress in correcting the noncompliance, FRA must consider both financial and programmatic requirements in determining the appropriate extension to avoid the need for termination.

10.2 FRA Termination

(a) FRA may terminate this Agreement and all its obligations under this Agreement if any of the following occurs:

(1) the Recipient fails to obtain or contribute the required Non-Federal Funds, or alternatives approved by FRA, as provided in this agreement and consistent with Article 6 of Attachment 2 of this Agreement;

(2) the Recipient fails to meet a milestone by six months after the completion date listed in Article 5 of Attachment 2 of this Agreement and the Recipient fails to request an amendment to this Agreement pursuant to Section 5.3 of this Attachment 1;

(3) the Recipient fails to comply with the terms and conditions of this Agreement;

(4) there are changes to the Project that FRA determines are inconsistent with FRA's basis for selecting the Project to receive the award; or

(5) FRA determines that termination of this Agreement is in the public interest.

(b) The Recipient may request that FRA terminate the Agreement, which may result in FRA determining noncompliance and imposing remedies pursuant to Article 9 of this Attachment 1.

10.3 Closeout Termination

(a) This Agreement terminates on Project Closeout.

(b) In this Agreement, "Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.4 Post-Termination Adjustments

The Recipient acknowledges that under 2 C.F.R. §§ 200.345–200.346, termination of this Agreement does not extinguish FRA's authority to disallow costs, including costs that FRA reimbursed before termination, and recover funds from the Recipient.

10.5 Non-Terminating Events

(a) The end of the budget period described under Section 4.4 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

(b) The end of the Period of Performance described under Section 4.5 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention

(a) The Recipient will monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient will monitor the activities of the Subrecipient in compliance with 2 C.F.R. §200.332(d).

(c) The Recipient will retain and provide access to records relevant to the award during the course of the Project and for three years after closeout or longer, as required under 2 C.F.R. § 200.334

(d) The Recipient will adhere to the recording and recordkeeping requirements set forth in 2 C.F.R. §§ 200.334–200.338. Project Closeout does not alter these requirements.

11.2 Financial Records and Audits

(a) The Recipient will keep all Project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.

(b) The Recipient will keep accounts and records described under Section 11.2(a) of this Attachment 1 in accordance with a financial management system that meets the requirements of 2 C.F.R. §§ 200.301–200.303 and 2 C.F.R. part 200, subpart F and will facilitate an effective audit in accordance with 31 U.S.C. §§ 7501–7506.

(c) The Recipient will separately identify expenditures under the award in financial records required for audits under 31 U.S.C. §§ 7501–7506. Specifically, the Recipient will:

(1) list expenditures separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including the fiscal year in the format "FY 202X" in the program name; and

(2) list expenditures on a separate row under Part II, Item 1 (Federal Awards Expended During Fiscal Period) of Form SF-SAC, including "FY 202X" in Column C (Additional Award Identification).

(d) If the Recipient expends $750,000 or more in Federal awards during the Recipient's fiscal year, a single or program audit will be conducted for that year, consistent with 2 C.F.R. §§ 200.501(a) and 200.512(c).

11.3 Internal Controls

The Recipient will establish and maintain internal controls as required under 2 C.F.R. § 200.303.

11.4 FRA Record Access

FRA may access Recipient records related to this award under 2 C.F.R. § 200.337.

11.5 Site Visits

FRA may conduct site visits to review Project activities, accomplishments, and management control systems and to provide technical assistance to the Recipient. The Recipient will provide or ensure reasonable, safe, and convenient access to FRA for any such site visit. FRA will conduct all site visits in such a manner as will not unduly delay work conducted by the Recipient, Subrecipient, or contractor.

ARTICLE 12: CONTRACTING AND SUBAWARDING

12.1 Buy America

(a) For infrastructure projects, steel, iron, manufactured goods, and construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) For all other projects, the Recipient's acquisition of steel, iron, and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. The Recipient also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

(c) Under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(d) Under 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

12.2 Small and Disadvantaged Business Requirements

The Recipient will expend all funds under this award in compliance with the requirements at 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), and to the extent applicable, 49 C.F.R. part 26 (Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs).

12.3 Engineering and Design Services [Reserved]

12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the Recipient and all Subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

12.5 Pass-Through Entity Responsibilities

(a) If the Recipient makes a subaward under this award, the Recipient will comply with the requirements for pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. §§ 200.331–200.333, regardless of whether the Recipient is also a Pass-Through Entity as defined in 2 C.F.R. § 200.1.

(b) The Recipient will report any subaward obligation of $25,000 or more in Federal funds in USASpending.gov consistent with the Federal Funding Accountability and Transparency Act, Pub. L. 109-282.

(c) The Recipient is accountable for performance under this award, the appropriate expenditure of funds, and other requirements under this Agreement. The Recipient is responsible for any non-compliance under the award and for compliance with any remedies imposed.

12.6 Local Hiring Preference for Construction Jobs

Under Section 25019 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. B, tit. V (2021), a Recipient or Subrecipient may implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by this grant if funded under title 49 or 23 United States Code, including prehire agreements, subject to any applicable State and local laws, policies, and procedures. The use of such a local or other geographical or economic hiring preference in any bid for a contract for the construction of a project funded by this grant shall not be considered to unduly limit competition. Project labor agreements should be consistent with the definition and standards outlined in Executive Order 13502. The Recipient will document its consideration of Local Hiring Preference for Construction Jobs related to the Project in Article 11 of Attachment 2 of this Agreement. For additional information, see https://www.transportation.gov/sites/dot.gov/files/2023-05/Creating-Local-Construction-Workforce.pdf.

12.7 Procurement

The Recipient may acquire property, goods, or services in connection with the Project. If the Recipient is a State, then it will use its own procurement procedures that reflect applicable State laws and regulations in compliance with 2 C.F.R. § 200.317. A Subrecipient of a State will follow the policies and procedures allowed by that State when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a State or Subrecipient of a State will comply with 2 C.F.R. §§ 200.318–200.327, and applicable supplementary USDOT or FRA directives and regulations. The Recipient will provide technical specifications and requirements to FRA for review upon request.

ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount

Under this award, FRA will not provide funding in an amount greater than the Agreement Federal Funds. The Recipient acknowledges that FRA is not liable for payments exceeding that amount, and the Recipient will not request reimbursement of costs exceeding that amount.

13.2 Project Costs

This award is subject to the cost principles at 2 C.F.R. part 200, subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs

(a) The Recipient will not charge to this award costs that are incurred after the budget period.

(b) The Recipient will not charge to this award costs that were incurred before the date of this Agreement unless those costs are identified as approved pre-award costs in Section 6.6 of Attachment 2 of this Agreement and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 C.F.R. § 200.458. This agreement hereby terminates and supersedes any previous FRA approval for the Recipient to incur costs under this award for the Project. Section 6.6 of Attachment 2 of this Agreement is the exclusive FRA approval of costs incurred before the date of this Agreement.

(c) The Recipient may request approval of pre-award costs in a written request that demonstrates the purpose and amount of the costs, compliance with 2 C.F.R. § 200.458, and whether such costs would otherwise serve as Non-Federal Funds.

13.4 Recipient Recovery of Federal Funds

The Recipient will make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if FRA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner. The Recipient will not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by FRA.

13.5 Unexpended Agreement Federal Funds

Any Agreement Federal Funds that are obligated but not expended on allocable, allowable costs remain the property of the United States.

13.6 Interest Earned

Interest earned on advances of Agreement Federal Funds is not program income.

13.7 Timing of Payments to the Recipient

(a) Reimbursement is the payment method, unless otherwise approved by FRA.

(b) The Recipient will not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.8 Payment Method

(a) The Recipient will use the DELPHI e-Invoicing System (https://www.dot.gov/cfo/delphi-einvoicing-system.html) to request reimbursement under this award. FRA will provide access to that system upon request by the Recipient.

(b) FRA may deny a payment request that is not submitted using the method identified in this Section.

13.9 Information Supporting Expenditures

(a) When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient will electronically submit the SF 270 (Request for Advance or Reimbursement) and will submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient will include a detailed breakout of all costs incurred and classify all costs by task and by Agreement Federal Funds and Agreement Non-Federal Funds.

(b) Unless FRA and the Recipient agree otherwise in writing, the Recipient will ensure that the proportion of expenditure of Agreement Federal Funds to Agreement Non-Federal Funds is not more than the maximum percent of total Project cost FRA will contribute identified in Section 6.5 of Attachment 2 of this Agreement. The Recipient will ensure the proportional expenditure of funds is reflected in the detailed breakout of costs supporting the SF 270.

(c) If the Recipient submits a request for reimbursement that FRA determines does not include or is not supported by sufficient detail, FRA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Reimbursement Request Timing Frequency

The Recipient will request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient will not submit any single payment request exceeding $99,999,999.99. The Recipient will not submit a payment request exceeding $50,000,000.00 unless the Recipient notifies FRA six days before submitting the request.

13.11 Program Income

The Recipient is encouraged to earn income to defray Project costs, where appropriate, and will work with FRA to determine how income may be applied to the grant, in accordance with 2 C.F.R. § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. The Recipient will maintain records of all program income.

ARTICLE 14: PROPERTY AND EQUIPMENT

14.1 General Requirements

The Recipient will comply with the property standards of 2 C.F.R. §§ 200.310–200.316 and will ensure compliance with these standards for all tiers of subawards and contracts under this award.

14.2 Relocation and Real Property Acquisition

The Recipient will comply with the land acquisition policies and relocation requirements in 42 U.S.C. § 4601 et seq. and 49 C.F.R. part 24, subparts A–F, as applicable. At a minimum, under this section, the Recipient will:

(a) comply with the land acquisition policies in 49 C.F.R. part 24, subpart B and will pay or reimburse property owners for necessary expenses as specified in that subpart;

(b) provide a relocation assistance program offering the services described in 49 C.F.R. part 24, subpart C and provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24, subparts D–E; and

(c) make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. part 24, subpart E.

(d) provide to FRA a real estate acquisition and management plan prior to beginning real property acquisition if the Project is designated a Major Project in Article 1 of Attachment 2 of this Agreement, or if the total Project cost in Section 6.5 of Attachment 2 of this Agreement is greater than $300 million and the Project is also receiving financial assistance from the Federal Transit Administration (FTA).

14.3 Use for Originally Authorized Purpose

The Recipient will ensure that property and equipment funded under this Agreement is used for the originally authorized purpose. If necessary to satisfy this obligation, the Recipient will enter into appropriate arrangements with the entity or entities using, or with the owner of right-of-way used by, the property and/or equipment funded under this Agreement.

14.4 Maintenance

The Recipient will ensure that any property, improvements to property, and any equipment funded under this Agreement are maintained in good working order and in accordance with FRA regulations, guidelines, and directives.

14.5 Real Property Disposition

In accordance with 2 C.F.R. § 200.311, when real property acquired or improved under this award is no longer used for its originally intended purpose, the Recipient will request disposition instructions from FRA.

14.6 Equipment Disposition

(a) In accordance with 2 C.F.R. §§ 200.313 and 1201.313, when equipment acquired under this award is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a Subrecipient of a State, that entity will dispose of that equipment in accordance with State laws and procedures; and

(2) if the entity that acquired the equipment is neither a State nor a Subrecipient of a State, that entity will request disposition instructions from FRA.

(b) In accordance with 2 C.F.R. §200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. §§ 200.313–200.316 and 2 C.F.R. § 1201.313.

14.7 Recordkeeping

The Recipient will keep records regarding the operation and maintenance of property, improvements to property, equipment, and supplies funded under this Agreement and will provide them to FRA upon request.

14.8 Encumbrance

The Recipient will not create an obligation, such as a transfer of title, lease, lien, mortgage, or encumbrance, that would dispose of or encumber the Recipient's title or other interest in property, improvements to property, equipment or supplies funded under this Agreement without prior written approval from FRA.

The Recipient will not take any action that would adversely affect FRA's interest or impair the Recipient's continuing control over the use of the property, improvements to property, equipment, or supplies funded under the Agreement without prior written approval from FRA.

ARTICLE 15: AMENDMENTS

15.1 Bilateral Amendments

The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by FRA and the Recipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.

15.2 FRA Unilateral Amendments

(a) FRA may unilaterally amend this Agreement for the following reasons:

(1) to comply with Federal law;

(2) at closeout or in anticipation of closeout; and

(3) other non-substantive changes, such as to correct typographical errors, as deemed appropriate by FRA.

(b) To unilaterally amend this Agreement under Section 15.3 of this Attachment 1, FRA will provide a written notice to the Recipient that includes the amendment and the date that the amendment is effective.

(c) Except at closeout or in anticipation of closeout, FRA may not unilaterally amend the Statement of Work, this Agreement's monetary amount, the delivery schedule, the Period of Performance, or other terms or conditions of this Agreement.

15.3 Other Amendments

The parties will not amend, modify, or supplement this Agreement except as permitted under Sections 15.1, 15.2, or 15.3 of this Attachment 1. If an amendment, modification, or supplement is not permitted under Section 15.1, 15.2, or 15.3 of this Attachment 1, it is void.

ARTICLE 16: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

16.1 Climate Change and Environmental Justice

Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), the Recipient will document its consideration of climate change and environmental justice impacts of the Project in Article 9 of Attachment 2 of this Agreement.

ARTICLE 17: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

17.1 Racial Equity and Barriers to Opportunity

Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), the Recipient will document its activities related to the Project to improve racial equity and reduce barriers to opportunity in Article 10 of Attachment 2 of this Agreement.

ARTICLE 18: LABOR AND WORK

18.1 Labor and Work

Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021) (IIJA), the Recipient will document its consideration of job quality and labor rights, standards, and protections related to the Project in Article 11 of Attachment 2 of this Agreement.

18.2 OFCCP Mega Construction Project Program

If the total eligible Project costs listed in Attachment 2 of this Agreement are greater than $35,000,000 and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) selects this award for participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.

ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

19.1 Critical Infrastructure Security and Resilience

(a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient will consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in Section 1.3 of Attachment 2 of this Agreement is "Elevated," then not later that than two years after the date of this Agreement the Recipient will submit to FRA a report that:

(1) identifies a cybersecurity point of contact for the transportation infrastructure being improved in the Project;

(2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;

(3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

(4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and

(5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

20.1 Uniform Administrative Requirements for Federal Awards

The Recipient will comply, and will ensure that other entities receiving funding under this agreement will comply, with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201, regardless of whether the Recipient or other entity receiving funding under this agreement is a Non-Federal entity as defined in 2 C.F.R. § 200.1, except that subpart F of part 200 does not apply if the Recipient or Subrecipient is a for-profit entity.

20.2 Federal Law and Public Policy Requirements

(a) The Recipient will ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of this Agreement to expressly identify Federal law applicable to the Recipient or activities under this Agreement does not make that law inapplicable.

20.3 Federal Freedom of Information Act

(a) FRA is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552.

(b) The Recipient acknowledges that the Application and materials submitted to FRA by the Recipient related to this Agreement will become FRA records that may be subject to public release under 5 U.S.C. § 552. If the Recipient submits any materials to FRA related to this Agreement that the Recipient considers to include trade secret or confidential commercial or financial information, the Recipient should note that the submission contains confidential business information, mark each affected page, and highlight or otherwise denote the portions of the submission that contain confidential business information.

20.4 History of Performance

Under 2 C.F.R. § 200.206, any Federal awarding agency may consider the Recipient's performance under this Agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

20.5 Whistleblower Protection

(a) The Recipient acknowledges that it is a "Recipient" within the scope of 41 U.S.C. § 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient will inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations

(a) In addition to this document and the contents described in Article 25 of this Attachment 1, this Agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R. § 175.15(b): Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient will comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

20.7 Incorporated Certifications

The Recipient makes the representations in the following certifications, which are incorporated by reference:

(a) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 21: ASSIGNMENT

21.1 Assignment Prohibited

The Recipient will not transfer to any other entity any discretion granted under this Agreement, any right to satisfy a condition under this Agreement, any remedy under this Agreement, or any obligation imposed under this Agreement.

ARTICLE 22: WAIVER

22.1 Waivers

(a) A waiver of a term of this Agreement authorized by law and granted by FRA will not be effective unless it is in writing and signed by an authorized representative of FRA.

(b) A waiver of a term of this Agreement granted by FRA on one occasion will not operate as a waiver on other occasions.

(c) If FRA fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS

23.1 Disclaimer of Federal Liability

FRA will not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

23.2 Environmental Review

(a) Except as authorized by law or under 23 C.F.R. § 771.113(d)(4), the Recipient will not begin final design activities; acquire real property, construction materials, or equipment, including rolling stock; begin construction; or take other actions that would have an adverse environmental impact or limit the choice of reasonable alternatives for the Project unless and until FRA complies with the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. (NEPA), and any other applicable environmental laws and regulations. In addition, the Recipient will not begin project development that involves ground disturbing activity prior to FRA compliance with NEPA and any other applicable environmental laws and regulations.

(b) The Recipient acknowledges that:

(1) FRA's actions under Section 23.2(a) of this Attachment 1 may depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to FRA; and

(2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(c) Consistent with 23 C.F.R. § 771.105(a), to the maximum extent practicable and consistent with Federal law, the Recipient will coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in Article 4 of Attachment 2 of this Agreement and other information described in this Agreement may inform environmental decision-making processes, but the parties do not intend this Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with Article 4 of Attachment 2 of this Agreement or other information in this Agreement, then FRA will either:

(1) amend this Agreement under Section 15.1 of this Attachment 1 for consistency with the selected build alternative; or

(2) if FRA determines that the condition at Section 10.1(a)(5) of this Attachment 1 is satisfied, terminate this Agreement under Section 10.1(a)(5) of this Attachment 1; or

(3) take other action as deemed appropriate by FRA.

(g) The Recipient will complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Article 4 of Attachment 2 of this Agreement identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

23.3 Project Maintenance Requirement

The Recipient will ensure that any property and equipment funded within this Agreement is operated and maintained in good operating order and in accordance with 2 C.F.R. §§ 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that FRA may issue.

23.4 Appropriations Act Requirements

The Recipient will comply with applicable requirements of the appropriations act identified in Section 6.3 of Attachment 2 of this Agreement.

23.5 Standards of Conduct

The Recipient will comply with the following standards of conduct:

(a) Standards of Conduct. The Recipient will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal contribution provided through this Agreement. The code or standards will provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential Subrecipients or contractors. The Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by Subrecipients or their agents.

(b) Personal Conflict of Interest. The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by the Federal contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

(c) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

(d) Existing Codes or Standards. This Section does not require the Recipient to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the required elements.

(e) Disclosure of Conflicts. The Recipient will disclose in writing any potential conflict of interest to FRA or pass-through entity.

23.6 Changed Conditions of Performance

The Recipient will notify FRA of any event that may affect its ability to perform the Project in accordance with the terms of this Agreement.

23.7 Litigation

The Recipient will notify FRA in writing of any decision pertaining to the Recipient's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. The Recipient will inform FRA in writing before naming FRA as a party to any type of litigation for any reason in any forum.

23.8 Bipartisan Infrastructure Law Signage Guidelines

For projects funded by the Bipartisan Infrastructure Law, also known as the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (2021), the Recipient will ensure:

(a) signage is designed consistent with the guidelines and design specifications available at https://www.whitehouse.gov/wp-content/uploads/2023/02/Investing-in-America-Brand-Guide.pdf. Signs should include the official Investing in America logo and identify the project as "funded by President Biden's Bipartisan Infrastructure Law."

(b) signage displays the FRA logo and the Recipient logo, if any, along with the official Investing in America logo. The FRA logo should not be displayed in a manner that implies FRA itself is conducting the project.

(c) where applicable, the signage includes the project name (e.g., [Name of] Project funded by President Biden's Bipartisan Infrastructure Law.)

(d) the sign is placed at construction sites where it is clearly visible near the location of work and that the sign is maintained in good condition throughout the construction period.

(e) signs on equipment are placed in an easily visible location and maintained in good condition

23.9 Equipment and Supplies

The Recipient will maintain written policies and procedures that address acquisition, classification, and management of all equipment and supplies acquired or used under this award.

23.10 Safety and Technology Data

The Recipient will ensure that FRA has access to safety and technology relevant data generated by the Recipient under the award, in a machine-readable format, where specified in Article 4 of Attachment 2 of this Agreement.

23.11 Intellectual Property

The Recipient agrees to the standard patent rights clauses issued by the Department of Commerce at 37 C.F.R. Part 401, as applicable.

23.12 Liquidation of Recipient Obligations

(a) The Recipient will liquidate all obligations of award funds under this Agreement not later than 120 days after the end of the Period of Performance.

(b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 C.F.R. §§ 200.344–200.346.

ARTICLE 24: CONSTRUCTION AND DEFINITIONS

24.1 Agreement

This Agreement consists of the following:

(a) Agreement Cover Sheet

(b) Attachment 1: General Terms and Conditions

(c) Attachment 2: Project-Specific Terms and Conditions

(d) Exhibit A: Applicable Federal Laws and Regulations

(e) Exhibit B: Additional Standard Terms

(f) Exhibit C: Quarterly Project Progress Reports and Recertifications

24.2 Construction

(a) In these General Terms and Conditions, there are no references to articles or sections in project-specific portions of this Agreement that are not contained in Attachments or Exhibits listed in Section 24.1.

(b) If a provision in these General Terms and Conditions or the Exhibits conflicts with a provision in the Project-Specific Terms and Conditions in Attachment 2 of this Agreement, then the relevant portion in Attachment 2 prevails. If a provision in the Exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.3 Integration

This Agreement constitutes the entire agreement of the parties relating to the Project and supersedes any previous agreements, oral or written, relating to the Project.

24.4 Definitions

This Section defines terms used in this Agreement. Additional definitions found in 2 C.F.R. § 200.1 are incorporated by referenced into this Agreement.

"Agreement Federal Funds" means the total amount of Federal funds obligated under this Agreement. This is the amount shown in Section 6.1 of Attachment 2 of this Agreement.

"Application" means the application identified in Article 3 of Attachment 2 of this Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

"Construction Substantial Completion" means the stage of the Project when all construction tasks are complete such that the Recipient can use the Project for its intended use and only closeout activities remain. Activity to address or complete closeout activities will not prevent or disrupt use of the Project.

"Contingent Commitment" means the unobligated amounts of future available budget authority specified in law that FRA commits to obligate under the terms of this Agreement.

"Federal Share" means the sum of Agreement Federal Funds and Other Federal Funds. If there are no Other Federal Funds, the Federal Share is the same as the Agreement Federal Funds.

"General Terms and Conditions" means this Attachment 1.

"Other Federal Funds" means Federal funds that are part of the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement for the Project but are not obligated under this Agreement.

"Project" means the project proposed in the Application, as modified by the negotiated provisions of this Agreement, including Attachment 2 of this Agreement.

"Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

"Project Cost Savings" means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA's satisfaction, the actual Project costs are less than the estimated total Project costs.

"Rural Area" means any area that is not within an area designated as an urbanized area by the Bureau of the Census.

24.5 Calendar Dates

Unless otherwise specified, all dates and durations are in calendar days, calendar quarters, or calendar years, as appropriate.

24.6 Communication in Writing

Unless otherwise specified, all written communication may be provided by electronic mail.

ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date

The agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it.

ARTICLE 26: PROGRAM-SPECIFIC CLAUSES

26.1 Interstate Rail Compacts Grant Program

The Recipient agrees to comply with the clauses in Section 26.1 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.1 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Non-Federal Match. The Recipient will provide a Non-Federal match of not less than 50 percent of the eligible expenses under the grant.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1, the Recipient will comply with the following clauses, as applicable:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.1 of this Attachment 1, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.1(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to

those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Operator Limitation. Recipient's eligible expenses must be related to intercity passenger rail service to be operated by Amtrak.

(i) Reporting. As requested by FRA, the Recipient will report on:

(1) the status of the planning efforts and coordination funded by the grant award;

(2) plans for continued implementation of the interstate rail compact;

(3) the status of, and data regarding, any new, restored, or enhanced rail services initiated under the interstate rail compact; and

(4) other data and information as requested by FRA.

26.2 Railroad Crossing Elimination Program Clauses

The Recipient agrees to comply with the clauses in Section 26.2 of this Attachment 1.

Consistent with 49 U.S.C. §§ 22905(e) & 22909(j), clauses (b), (c), (d), and (g) of Section 26.2 of this Agreement 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law. In addition, clause (f) does not apply to: 1) the Alaska Railroad or its contractors; or 2) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.2(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Impacted Rail Carrier or Real Property Owner Approvals. In accordance with 49 U.S.C. § 22909(e)(2)(A), prior to proceeding with the construction of the Project funded by this Agreement, if applicable, Recipient will obtain necessary approvals to commence construction from any impacted rail carriers or real property owners. If the Project is a planning project, as described in 49 U.S.C. § 22909(d)(6), the Recipient agrees to work collaboratively with rail carriers and right-of-way owners.

(f) Labor Protective Arrangements

(1) Notwithstanding 49 U.S.C. § 22905(e)(1), and in accordance with 49 U.S.C. § 22909(j)(3), any employee covered by the Railway Labor Act (45 U.S.C. § 151 et seq.) and the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.) who is adversely affected by actions taken in connection with the project financed in whole or in part by such grant shall be covered by employee protective arrangements required to be established under 49 U.S.C. § 22905(c)(2)(B). In accordance with 49 U.S.C. § 22905(c)(2)(B), the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404, as such protective arrangements are described in the final FRA guidance titled Equivalent Protections for Railroad Employees and effective December 28, 2022, included herein in Exhibit B.

(2) In accordance with 49 U.S.C. § 22909(j)(3), Recipient, and any successors, assigns, and contractors of Recipient:

i. shall be bound by the employee protective arrangements required under subparagraph (1); and

ii. shall be responsible for the implementation of such arrangements and for the obligations under such arrangements, but may arrange for another entity to take initial responsibility for compliance with the conditions of such arrangement.

(3) Labor protections required pursuant to Subsection (f) of Section 26.2 of this Attachment 1 shall be documented consistent with Article 18 of this Attachment 1.

(g) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with

those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(h) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.3 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.3 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. §22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall

include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.3(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements

negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.4 Restoration and Enhancement Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.4 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.4 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right-of -way and facilities under current law.

(a) Maximum Funding Limitation. A grant authorized by 49 U.S.C. § 22908 may not exceed:

(1) 90 percent of the projected net operating costs for the first year of service;

(2) 80 percent of the projected net operating costs for the second year of service;

(3) 70 percent of the projected net operating costs for the third year of service;

(4) 60 percent of the projected net operating costs for the fourth year of service;

(5) 50 percent of the projected net operating costs for the fifth year of service; and

(6) 30 percent of the projected net operating costs for the sixth year of service.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The

Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.4 of this Attachment 1, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.4(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform

Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Route Reporting. The Recipient will provide similar information regarding the route performance, financial, and ridership projections, and capital and business plans that Amtrak is required to provide, and such other data and information as is required by Article 4 of Attachment 2 of this Agreement.

(i) Termination. In addition to the terms of this Attachment 1, FRA may terminate this Agreement upon the cessation of service, or the violation of any other term of this Agreement.

26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses

The Recipient agrees to comply with the clauses in Section 26.5 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.5 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58,

div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.5(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Northeast Corridor Cost Allocation. For projects located on the Northeast Corridor, as that term is defined in 49 U.S.C. § 24911(a)(4), Amtrak and the public authorities providing commuter rail passenger transportation at the Project location on the Northeast Corridor must remain in compliance with 49 U.S.C. § 24905(c)(2).

(i) Interest and Financing Costs. Pursuant to 49 U.S.C. § 24911(g)(2), interest and other financing costs of efficiently carrying out a part of the Project within a reasonable time are a cost of carrying out the Project under a Phased Funding Agreement, except that eligible costs may not be more than the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing. The Recipient will certify to FRA's satisfaction that the Recipient has shown reasonable diligence in seeking the most favorable financing terms.

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Attachment 2

PROJECT-SPECIFIC TERMS AND CONDITIONS

Project-Specific Terms and Conditions
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ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the City of Banning (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Fiscal Year (FY) 2022 Railroad Crossing Elimination Program grant for the Hargrave Grade Separation Planning Project (the Project), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the Notice of Funding Opportunity for the Notice of Funding Opportunity for Railroad Crossing Elimination Program, 87 Fed. Reg. 40335, July 6, 2022, that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

1.3 Program Designations

(a) Research and Development. This award is not for research and development.

(b) Project Size. This award is for a non-Major Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, January 11, 2023 (Railroad Capital Projects Guidance).

(c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.

(d) Grant or Cooperative Agreement. This award is made as a Grant Agreement.

(e) Security Risk. This award is for a Project that has a low security risk.

(f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award is not for a Project in a Rural Area.

ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: Hargrave Grade Separation Planning Project

Application Date: October 10, 2022

3.2 FRA Awarding Official

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

3.3 Federal Award Date

The "Federal Award Date" is the effective date of this Agreement, as defined under Section 24.4 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the FY22 Railroad Crossing Elimination Grant Program, the Assistance Listings Number is 20.327 and the Assistance Listings Title is Railroad Crossing Elimination.

3.5 Recipient's Unique Entity Identifier

The Recipient's Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the "Agreement Number."

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

The objective of this Project is to accomplish project development activities to prepare the City of Banning, California for a future proposed project for the construction of a grade separation and surface transportation infrastructure improvements on the Hargrave Street at-grade highway-rail crossing (U.S. Department of Transportation Crossing ID# 760695J). Project activities include: engineering, stakeholder engagement and agreements, environmental compliance and documentation, and design plans and specifications, bidding documents, cost estimates, financial plan, and procurement strategy. The Project will provide the foundation to eliminate an at-grade crossing at Hargrave Street through construction of a rail bridge and road undercrossing that will separate rail and motor vehicle traffic. All project elements are synergistic and essential to ensure a safer, more effective transportation system that will better serve the disadvantaged community of Banning.

4.2 Project Location

The Project will lay the groundwork for surface transportation infrastructure improvements in the vicinity of the Hargrave Street at-grade crossing at railroad milepost 0568.720, located at Latitude 33.923503 and Longitude -116.867964. This Union Pacific Railroad owned crossing is approximately 230 feet south of Interstate 10 in the City of Banning, California. Banning is located approximately 80 miles

east of downtown Los Angeles and 30 miles west of Palm Springs and is connected to these metropolitan areas by both I-10 and the railroad.

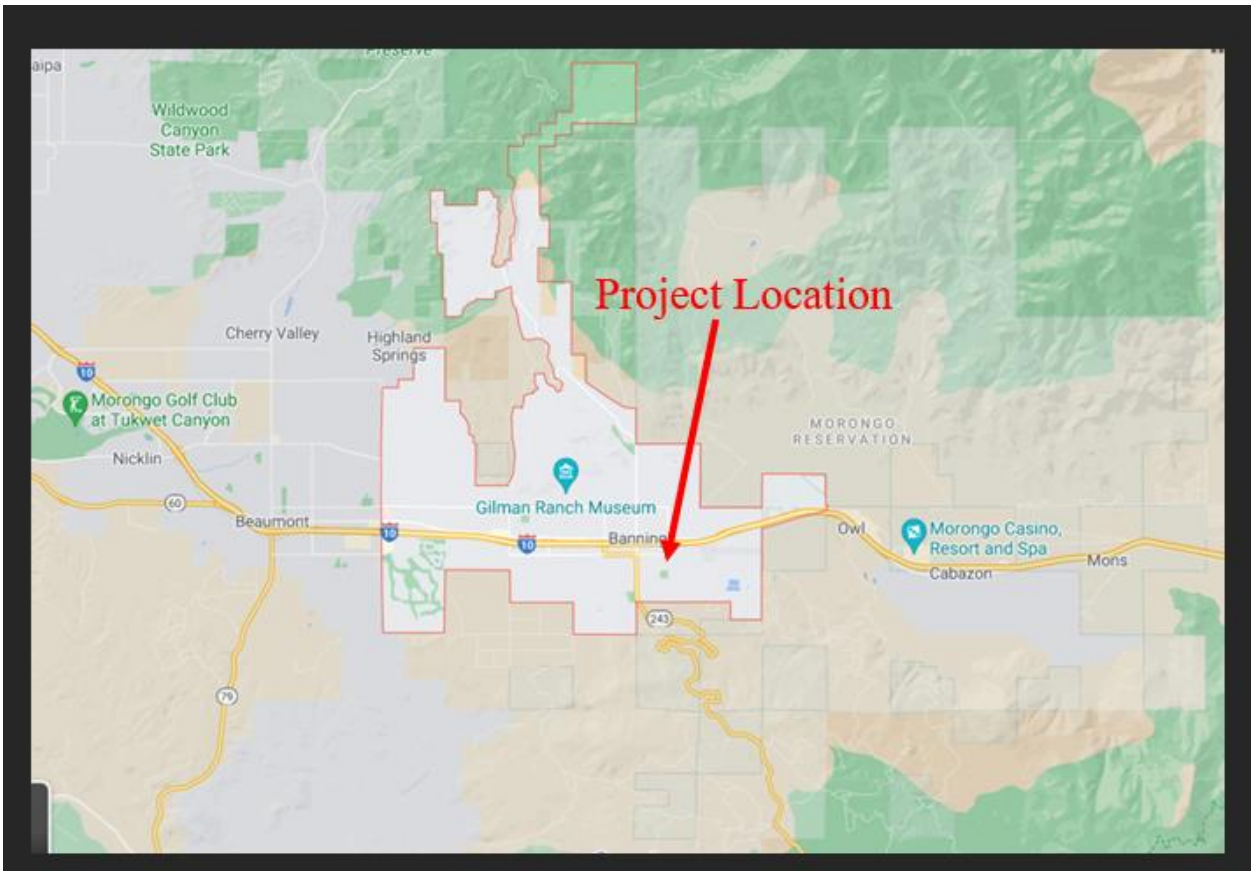


Exhibit A: Map depicting Project location and markets served.

4.3 Project Scope

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Project Administration and Management

Subtask 1.1: Project Administration

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Union Pacific Railroad – railroad/crossing owner
- California Department of Transportation (Caltrans) – manages nearby state highway/freeway lanes

- Riverside County Transportation Commission – will provide funding for this planning phase of the project
- Selected planning/design consultant – responsible for carrying out project tasks and activities
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

Subtask 1.2: Project Management Plan

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

The Recipient will identify agreements governing the construction, operation, and maintenance of the Project in the PMP. If requested by FRA, the Recipient will provide FRA the final, executed copies of any agreements within ten business days of the request.

The PMP will be consistent with the FRA Guidance on Development and Implementation of Railroad Capital Projects (Railroad Capital Projects Guidance) and 49 U.S.C. § 22903, as applicable.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

Task 2: Environmental Documentation

Subtask 2.1: Draft and Final NEPA Document

The Recipient will complete environmental clearance documentation for the Project. The determination of the appropriate class of action and/or level of documentation and the Project's environmental impact will be made by FRA. If the Recipient concludes that the Project might qualify for a Categorical Exclusion (CE) in accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA's NEPA implementing regulations (23 CFR part 771, Environmental Impact and Related Procedures), the Recipient will complete the FRA CE worksheet including providing the current project description, appropriate project maps, and any other relevant background information and submit it to assist FRA in making a class of action and/or level of documentation determination. The Recipient will evaluate the Project with the use of qualified environmental professionals to determine its impact, including conducting a review of existing literature, contacting relevant agencies, and performing field reconnaissance.

If FRA determines the appropriate class of action is a CE, the Recipient will complete any additional studies and documentation for the FRA CE in accordance with applicable law. The Recipient will then document the findings and submit the CE worksheet with supporting documentation for FRA review and approval.

If FRA does not concur that a CE is appropriate for this Project, FRA will prepare an Environmental Assessment (EA) in accordance with NEPA, other environmental statutes, related regulatory requirements, and FRA's NEPA implementing regulations (23 CFR part 771, Environmental Impact and Related Procedures). To facilitate FRA's preparation of the EA, the Recipient will complete needed studies to evaluate potential effects of the action, and if determined appropriate in consultation with FRA, develop a public involvement plan. The Recipient will prepare and submit an EA to FRA for review

and approval. If, through the EA process, FRA confirms that no significant impacts are anticipated, the Recipient will prepare a Finding of No Significant Impact (FONSI) and submit it to the FRA for review and approval.

If there is an indication of potential for significant impact that cannot be mitigated and FRA determines that an Environmental Impact Statement (EIS) is required, the Recipient, in consultation with FRA, will develop a scope, schedule, and budget for the preparation of an EIS as well as additional public outreach activities.

The Recipient is responsible for identifying all necessary permits required for the Project's implementation.

Task 2 Deliverables:

Deliverable ID	Subtask	Deliverable Name
2.1	2.1	Draft and Final NEPA Document

Task 3: Preliminary Engineering and Final Design

Subtask 3.1 Pre-design activities

The Recipient will prepare and submit the following documents to FRA for acceptance before commencing work on the Preliminary Engineering Design.

- A Basis of Design that documents Roadway, Railroad, and other design standards used for all elements of the Project. The Basis of Design shall also include all assumptions, rationale, and considerations used for calculations and decisions required during subsequent engineering design.

Subtask 3.2: Preliminary Engineering

The Recipient will complete Preliminary Engineering for FRA review and approval, consistent with the FRA-approved NEPA document. Preliminary Engineering will include all design development and documentation to demonstrate the effectiveness, feasibility, and readiness of the project.

- Preliminary Engineering Plans must include at a minimum:
  - A title sheet; an index identifying various plan sheets comprising the drawing set; notation of design criteria referenced; and a legend of symbols and abbreviations.
  - A cover sheet signed by all stakeholders impacted by the proposed project.
  - Drawings prepared at an appropriate scale with the following information:
    - Survey and base mapping with topography.
    - Pertinent water surface elevations.

- Existing and proposed right-of-way limits.
- Property lines showing existing and proposed ownership of the roadway and railroad.
- Any temporary or permanent easement required for construction.
- Existing and proposed utility relocations.
- Limits of disturbance (must be within the approved NEPA limits of disturbance/area of potential effects).
- Passenger platforms, stations, vertical circulation, or other structures in the area with dimensions from track centers.
- Existing and proposed railroad horizontal and vertical alignments with geometry data.
- Existing and proposed vertical and horizontal geometry of the proposed roadway.
- Detail and extent of any retaining wall needed for the project.
- Proposed track changes, including removals and installations.
- Typical roadway and bridge section.
- Access for the contractor and staging areas.
- Critical components such as rail centerlines, track centers, turnout sizes, and railway dimensions.
- Layout of the proposed bridge, including superstructure, substructure, abutments, wingwalls, and foundations\control house (movable section), riprap, and fender system.

  - Typical approach and bridge cross sections with the following information:
    - Cross sections showing the proposed work to existing conditions and at other locations requiring easements, retaining walls, or right-of-way acquisitions, as needed.
  - Construction phasing and contractor access plans that include the following:
    - Maintenance of roadway and rail traffic during construction.
    - Any roadway detour or railroad shoofly needed for construction.
    - Proposed construction access, staging, and storage areas.

- Utility Coordination Plan identifying utility type, size, and owners in the area for which conflicts may occur and suggested utility relocation in case of conflict and approval of relocation by the utility owners. This includes all aerial and underground utilities affected by the construction.
- Geotechnical Report with investigation data and recommendations for type of support structures based on borings at proposed bridge support locations.
- Risk Register showing risks, risk owner, and mitigation strategies.
- A Preliminary Engineering Cost Estimate with detailed and itemized project costs, including any contingency to capture risks and separate itemized Force Account Work required by the railroad or the roadway owner, based upon FRA line items. Use FRA Capital Cost Estimating Guidance, available at the following link: Capital Cost Estimating Guidance (Final) | FRA (dot.gov)

The Recipient will not proceed to Final Design until NEPA is complete and both NEPA and Preliminary Engineering are approved by FRA.

Subtask 3.3: Final Design and Right-of-Way Engineering

The Recipient will submit a Final Design Package to FRA for review and acceptance. The Final Design Package will advance the approved Preliminary Engineering design and will include Final Design Plans, updated cost estimates based on Final Design quantities, and schedules. The Recipient will be responsible for ensuring the future proposed project is constructed in accordance with the FRA-approved NEPA document. In addition, the Final Design package shall include right of way map and parcel maps or other details required for property acquisition.

Task 3 Deliverables:

Deliverable ID	[Subtask]	Deliverable Name
3.1	3.1	Basis of Design Report
3.2	3.2	Preliminary Design documents
3.3	3.3	Final Design documents (including right of way acquisition plans)
3.4	3.3	Stakeholder approvals including roadway owner and Railroad
3.5	3.3	Copies of any local, state, or federal permits obtained

Additional Task: None.

4.4 Implement Required Environmental Commitments

Environmental commitments for the Project may be identified in the FRA-approved NEPA document, as described in Task 2. As applicable, the Recipient will ensure the Project's final design incorporates any required environmental commitments.

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: 2/28/2030

Period of Performance End Date: 2/28/2030

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
NEPA Completion	6/30/2029
Preliminary Engineering Completion	7/31/2029
Final Design Completion	8/31/2029

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: $2,800,000

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act, Public Law 117-58 (November 15, 2021); 49 U.S.C. § 22909

Appropriation: Infrastructure Investment and Jobs Act, Division J, Title VIII (Public Law 117-58 (2021))

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until expended.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is $4,300,000.

FRA will contribute a maximum of 65.1 percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute $1,500,000 in Agreement Non-Federal Funds. Recipient's Agreement Non-Federal Funds are comprised of $1,000,000 from the Riverside County Transportation Commission (RCTC) and $500,000 in Banning's local Transportation Impact Fee (TIF) funding.

The Recipient will complete the Project to FRA's satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds		Total
			RCTC	TIF	
1	Project Administration and Management	$0	$50,000	$0	$50,000
2	Environmental Documentation	$800,000	$150,000	$0	$950,000
3	Preliminary Engineering and Final Design	$2,000,000	$800,000	$500,000	$3,300,000
Total		**$2,800,000**	**$1,500,000**		**Total Project Cost: $4,300,000**

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	**$2,800,000**	**65.1%**
Agreement Federal Funds	$2,800,000	65.1%
FRA Grant Program	$2,800,000	65.1%
Agreement Non-Federal Funds	**$1,500,000**	**34.9%**
Riverside County Transportation Commission (RCTC)	$1,000,000	23.3%
City of Banning Transportation Impact Fees (TIF)	$500,000	11.6%

6.6 Pre-Award Costs

None.

Consistent with 2 C.F.R. part 200, costs incurred before the date of this Agreement are not allowable costs under this award. FRA will neither reimburse those costs under this award nor consider them as a non-Federal cost-sharing contribution to this award.

6.7 Phased Funding Agreement

Not applicable.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient's progress in achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
Goal 1	Complete Project planning, approval, and environmental assessment tasks to advance project to construction	NEPA Documents	Completion of FRA accepted environmental clearance documentation for the project. Documentation includes the final environmental review document and the environmental clearance/decision document.	**Pre-Project (Baseline) Performance as of:** 1/1/2024	**Frequency:** One time
				Expected Post-Project Performance: Completion of FRA accepted environmental clearance/ decision documentation	**Duration:** During Period of Performance
Goal 2	Develop Plans, Specifications, and Engineering Estimates to advance project to construction	Final Design	Completion of FRA accepted Final Design documents to support future procurement and construction work activities.	**Pre-Project (Baseline) Performance as of:** 1/1/2024	**Frequency:** One time
				Expected Post-Project Performance: Completed 100% Plans/Specs/Estimates –	**Duration:**

				ready to proceed with construction	During Period of Performance

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA's NEPA-implementing regulations (23 C.F.R. part 771), FRA has determined that the actions funded under this Agreement as described in this Attachment 2, Section 4.5, Tasks 1-3, are categorically excluded from detailed environmental review pursuant to 23 C.F.R. § 771.116 (c) (1) and (3). In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 C.F.R. part 800), FRA has also determined that the actions funded under this Agreement have no potential to cause effects to historic properties. The actions do not require the use of property protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. § 303; 23 C.F.R. part 774).

Categorical exclusions (CEs) are actions identified in an agency's NEPA-implementing procedures that do not normally have a significant impact on the environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). See 40 C.F.R. § 1508.1(d). In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 C.F.R. § 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

9.1 Consideration of Climate Change and Environmental Justice Impacts

This Section identifies how the Project addresses climate change and environmental justice priorities. The Recipient certifies that rows marked with "X" in the following table are accurate:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*

	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
X	The Recipient or a Project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)*
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)*
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)*
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)*
	The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)*
	The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)*
	The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)*
X	The Project improves disaster preparedness and resiliency. *(Describe how in the supporting narrative below.)*
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)*
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)*
	The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)*
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)*
	The Project includes other actions or attributes that address climate change and environmental justice. *(Describe those actions in the supporting narrative below.)*

	The Project does not include actions or attributes that address climate change and environmental justice but, before beginning construction of the Project, the Recipient will take relevant actions described below to address climate change and environmental justice impacts of the Project. *(Identify the relevant actions in the supporting narrative below.)*

9.2 Supporting Narrative

This project directly **supports local, regional, and state climate action plans** that prioritize lowering greenhouse gas emissions including the State of California Climate Change Scoping Plan, the County of Riverside Climate Action Plan (2019), the Western Riverside Council of Governments Subregional Climate Action Plan, and 2019 and 2020 executive orders signed by California Governor Gavin Newsom that called for action to reverse the trend of increased fuel consumption and reduce greenhouse gas emissions associated with the transportation sector. This project is a response to significant growth and corresponding greenhouse gas emissions that would result, should proactive transportation infrastructure changes not be made. The project **supports a modal shift** in both freight and passenger movement, which will reduce greenhouse gas emissions through demand management strategies to reduce traffic congestion. The project will help address environmental concerns by mitigating traffic congestion, improving traffic flow, and adding non-motorized transportation infrastructure in the vicinity of the Hargrave Street at-grade crossing. The project will reduce vehicle idling, thus reducing congestion-related emissions in three important ways:

1) **Travel Mode Shift.** The construction project will include sidewalks and bicycle infrastructure to divert motor vehicle traffic to active transportation modes for short trips. The project will allow for safer routes for pedestrians, those with disabilities, and bicyclists to walk or bike to school, work, or shop and negate the need for fuel-burning vehicles.
2) **Reduced Congestion**. The separation of the railway from the street will expedite traffic flow, result in fewer traffic accidents due to congestion, traffic delays, and engine idling, both in the project location as well as along the interstate. Congestion along Interstate 10, Hargrave Street, and surrounding roadways will be reduced as train-related delays will no longer be an issue.
3) **Improved Traffic Flow**. Improved levels of service and Interstate-10/Hargrave Street interchange improvements will improve traffic flow. A recent Traffic Impact Analysis conducted in 2019 evaluated the system deficiencies and found that the Hargrave Street and I-10 interchanges operate at unacceptable Levels of Service (E or worse). Separating train traffic from vehicle traffic will remove backups from this location, improving traffic flow and reducing the number of cars waiting for trains to pass. As Interstate 10 is a significant truck route, reducing heavy truck idling will be an important benefit.

This project **improves disaster preparedness and resiliency** by reducing traffic congestion due to train crossings to drastically improve connectivity and mobility within Banning, the Interstate 10 interchange, and the region. This is very important for both emergency response and potential evacuations in this disadvantaged community that faces Very High and Relatively High risks of wildfire and earthquakes respectively, and to protect from potential annual monetary losses of over $1.3 million due to natural hazards (FEMA National Risk Index). Currently there is one fire station, located north of Interstate 10,

with two fire engines staffed for emergency response in Banning. The Fire Department provides the full range of emergency response capabilities to the city, including fire suppression, medical response (paramedic capability), HazMat response, and rescue. First responders face critical challenges with traffic backups and gridlock when at-grade train crossings limit circulation or stopped trains block crossings. Roadway–rail grade crossings lead to significant travel delays for emergency responders trying to reach an incident, especially in the southern portion of the city. The grade separation project will remove this barrier, allowing for improved access to these essential services, along with faster possible response times for all emergency responders.

The project directly supports regional and state equitable development plans including the California General Plan Equitable & Resilient Communities and the Strategic Health Alliance Pursuing Equity (SHAPE) Riverside County. SHAPE identifies four priority areas, all of which are supported by this project: Creation of Healthy Communities, Promoting Healthy Behaviors, Connecting and Investing in People, and Improving Access to Care. The Recipient has **utilized EJSCREEN** as a method to identify environmental justice communities in order to focus public outreach and gain resident feedback to ensure the Recipient takes the necessary actions **to minimize the adverse impacts of the project's implementation** and maximize benefits for the underserved members of these communities. EJSCREEN identifies the community in the 3.14 square mile area surrounding the project as having higher percentages of people of color (81%), low income (58%), linguistically isolated (14%), and persons with less than a high school education (30%), all of which are greater than both state and national averages. Public outreach will include bilingual materials to ensure the greatest reach.

ARTICLE 10: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

10.1 Efforts to Improve Racial Equity and Reduce Barriers to Opportunity

This Section identifies how the Project addresses efforts to improve racial equity and reduce barriers to opportunity. The Recipient certifies that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a Project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*

X	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)* **See Multimodal Mobility Investments paragraph in the supporting narrative below.**
X	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)* **See Reversal of Crash Impacts and Mitigation of Neighborhood Bifurcation paragraph in the supporting narrative below.**
X	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)* **See Increased Job Opportunities paragraph in the supporting narrative below.**
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, the Recipient will take relevant actions described below to improve racial equity and reduce barriers to opportunity. *(Identify the relevant actions in the supporting narrative below.)*

10.2 Supporting Narrative

The proposed project will improve equity, mitigate barriers to opportunity, and improve quality of life in Banning by improving and expanding transportation options through developing multimodal transportation facilities; mitigating safety risks to reverse the impacts of crashes on underserved populations; and supporting economic development to improve access to job opportunities.

Multimodal Mobility Investments: This project includes multimodal mobility investments, including ADA compliant sidewalks and bicycle lanes where none currently exist. The project location is an older, poverty-stricken, residential neighborhood comprised of modest and aging homes. The mostly Hispanic population is often characterized as “working poor,” with approximately 76% of students attending area schools eligible for Free and Reduced-Price Lunch based on income. Low-income, minority and new immigrant communities (such as Banning) are especially vulnerable to transportation insecurity because they are less likely to own vehicles. As such, these residents are dependent on walking or biking to get to a job, doctor’s office, store, or school. By creating ADA compliant sidewalks and bicycle lanes, this project will directly impact residents who must walk or bike, and provide connectivity to destinations throughout the city, improving safety and quality of life for those of all abilities. The grade separation will allow for improved transportation options by removing pedestrian/bicycle hazards at the Hargrave

Street/UPRR railroad crossing. Instead of walking/biking along or across the rail line and road edge, pedestrians, individuals with disabilities, and bicyclists will now have access to sidewalks and bike lanes completely removed from the rail line. Furthermore, the Recipient operates two fixed route bus routes that cross over the UPRR crossing at Hargrave Street ten times each day. These buses are delayed every time they must wait for a train, hindering scheduled pick-ups and drop-offs. These delays increase transportation insecurity and leave transit riders at risk of suffering the critical repercussions of arriving late to work, school, or appointments.

Reversal of Crash Impacts and Mitigation of Neighborhood Bifurcation: The Hargrave Street crossing has been the site of both vehicle-train collisions and pedestrian train collisions. Unfortunately, these collisions have resulted in pedestrian deaths. A study published in the American Journal of Preventive Medicine (https://www.ajpmonline.org/article/S0749-3797(22)00155-6/fulltext) found that minority populations disproportionately suffer the impact of traffic accidents, with Black Americans suffering the highest fatality rates per mile traveled and across all travel modes followed by Hispanics, Whites, and Asians. The study's statistics were particularly bleak for individuals walking and cycling during evening hours. As EJSCREEN identified the project area as having high percentages of people of color (81%), this is an especially relevant statistic. Project infrastructure improvements will separate pedestrians and motor vehicles from rail traffic, eliminating contact points and drastically improving safety at this interchange and reversing the disproportionate impacts of crashes on people of color. Grade separation will also relieve train crossing-related traffic congestion, resulting in reduced secondary accidents on surrounding city streets and the nearby interstate. Furthermore, grade separation will help breach the north/south separation that naturally occurs in Banning due to the railroad and I-10 intersecting the city. This separation is magnified by stalled trains and traffic congestion that hinder mobility and emergency response.

Increased Job Opportunities: Project improvements will expedite goods movement and circulation, supporting local private business developments and strengthening I-10 infrastructure, one of the nation's busiest goods movement corridors. This project **will increase job opportunities** by supporting a future rail expansion project and numerous local developments that will bring more than 8,500 good-paying jobs to this disadvantaged community. The Riverside County Transportation Commission (RCTC), Caltrans, and the FRA are working to expand passenger rail service across Southern California inclusive of the Inland Empire and the City of Banning. This Amtrak expansion project will connect approximately 144 miles on an existing rail corridor – the same rail that passes through Hargrave Street. Preliminary environmental, design, and service studies are under way for this project. Additionally, the City of Banning is included in planning studies as a potential future station area due to its location along the preferred route midway between Coachella Valley and Riverside Banning. Separating the existing railway at Hargrave from the street is critical for train traffic enhancement to occur. The project's infrastructure investments directly support economic progress in Banning and in the rail industry. The project will advocate local hiring for all phases of planning, as well as future construction. Future rail expansion, with its additional train traffic and new station areas, will result in additional job opportunities within the rail industry and will support economic developments within Banning. Furthermore, the rail expansion will diversify transportation options and give greater access to the growing community of Banning. This project is a crucial element in ensuring the success of future rail

projects and other business ventures in the city, including logistics and entertainment developments at the adjacent Banning Airport site.

ARTICLE 11: LABOR AND WORK

11.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

This Section identifies the Recipient's efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with "X" in the following table are accurate:

	The Recipient or a Project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a Project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. *(Describe the relevant provisions in the supporting narrative below.)*
	The Recipient or a Project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeships in the supporting narrative below.)*
	The Recipient or a Project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a Project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)*
	The Recipient or a Project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)*

	The Recipient or a Project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a Project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hiring and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. *(Describe the equal opportunity plan in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
X	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take the relevant actions described below. *(Identify the relevant actions in the supporting narrative below.)*

11.2 Supporting Narrative

The Recipient is an Equal Opportunity Employer that does not discriminate on the basis of race, color, national origin, sex, sexual orientation, religion, age, or disability in employment or the provision of services. The Recipient complies with the requirements of the Americans with Disabilities Act with respect to hiring and any other term of employment. This policy also extends to professional services consultants who will be engaged for this project. The Recipient will utilize competitive procurement processes (which align with both state and federal procurement requirements) to identify qualified consultants for all project activities. These consultants will be compensated with market value prevailing rates.

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Exhibits

Revision Date: December 11, 2023

Exhibits
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EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this Agreement, the Recipient assures and certifies, with respect to this award, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this Agreement include, but are not limited to, the following:

GENERAL FEDERAL LEGISLATION

a. Davis-Bacon Act - 40 U.S.C. § 3141 et seq.
b. Federal Fair Labor Standards Act - 29 U.S.C. § 201 et seq.
c. Hatch Act - 5 U.S.C. § 1501 et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. § 4601 et seq.
e. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108
f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501–312508
g. Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001 et seq.
h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
i. Section 404 of the Clean Water Act, as amended - 33 U.S.C. § 1344
j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536
k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
m. Age Discrimination Act of 1975 - 42 U.S.C. § 6101 et seq.
n. American Indian Religious Freedom Act, P.L. 95-341, as amended
o. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
p. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151 et seq.
q. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
r. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701 et seq.
s. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
t. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321 et seq.
u. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
v. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§1251–1376
w. Single Audit Act of 1984 - 31 U.S.C. § 7501 et seq.
x. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 et seq.
y. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
z. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
aa. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d et seq.
bb. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
cc. Freedom of Information Act - 5 U.S.C. § 552, as amended
dd. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
ee. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
ff. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
gg. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.

hh. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
ii. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303
jj. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
kk. Safe Drinking Water Act – 42 U.S.C. §§ 300f to 300j-26
ll. The Wilderness Act – 16 U.S.C. §§ 1131–1136
mm. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
nn. Migratory Bird Treaty Act 16 U.S.C. § 703 et seq.
oo. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
pp. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
qq. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
rr. Efficient Environmental Reviews - 23 U.S.C. § 139
ss. Grant Conditions – 49 U.S.C. § 22905
tt. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity
b. Executive Order 11990 – Protection of Wetlands
c. Executive Order 11988 – Floodplain Management
d. Executive Order 12372 – Intergovernmental Review of Federal Programs
e. Executive Order 12549 – Debarment and Suspension
f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

GENERAL FEDERAL REGULATIONS

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department

of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60 et seq.

h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
s. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774

Specific assurances required to be included in the Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Agreement.

EXHIBIT B: ADDITIONAL STANDARD TERMS

EXHIBIT B.1: TITLE VI ASSURANCES

TITLE VI ASSURANCE
Implementing Title VI of the Civil Rights Act of 1964, as amended

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Application and by entering into this Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including FRA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the FRA under this Agreement. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the program or project funded under this Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 23 U.S.C. § 117 and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

EXHIBIT B.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost $25,000 or more—as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Application and by entering into this Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust

statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT B.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

EXHIBIT B.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this Exhibit.

1. Definitions. Whenever used in this Exhibit, capitalized terms shall have the meanings below:

(a) "Average Monthly Compensation" means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) "Average Monthly Time" means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) "Day" means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.

(d) "Displaced Employee" means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee's status as a Displaced Employee begins on the date said employee is harmed.

(e) "Dismissed Employee" means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee's position, or (ii) the Railroad eliminates another employee's position (and that employee's exercise of seniority rights results in the Protected Employee's inability to secure another position by the exercise of the Protected Employee's seniority rights); and (2) is unable to secure another position by exercise of their seniority rights A Protected Employee's status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) "Project" means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) "Protected Employee" means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee's status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.

(h) "Protective Period" means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this Exhibit, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements**. The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee**. Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After

such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice**. When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations**.

(i) Initiation of Negotiation. Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) Subject of Negotiations. Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration**. If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) Notice & Selection of Arbitrator. Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.

(ii) Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) **Implementation**. If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) **Displacement Allowances**.

(i) In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

(b) **Moving Expenses**. Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) Prior Agreement. The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) Exception. Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) Furloughed Employees. The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) Reimbursement. A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination**. Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) Home Sale for Less Than Fair Market Value. If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) Election to Receive Closing Costs. The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include

the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) **Failure to Exercise Seniority Rights**. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).

6. Protections for Dismissed Employees.

(a) **Dismissal Allowance**. A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) Monthly Dismissal Allowance Calculation. The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) Submission of Claim. A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.

(iii) Reduction or Suspension of Dismissal Allowance. If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) Early Termination. The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance**. A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment**. Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of

employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training**. In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections**. If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope**. Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice**. The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members**. Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives**. In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor

organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding**. The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses**. The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this Exhibit is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Exhibit shall not be affected.

EXHIBIT C: QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS

Expires 01/31/2025

OMB Control No. 2130-0615

Paperwork Reduction Act Burden Statement A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2130-0615. Public reporting for this collection of information is estimated to be approximately 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer (RAD-20), Federal Railroad Administration, 1200 New Jersey Avenue, Washington, DC. 20590.

FRA GRANT/COOPERATIVE AGREEMENT
Quarterly Progress Report

A. Submission Information

1. Report Submission Date (mm/dd/yy): 2. Report Quarter: - 3. FFY: -

4. Agreement Number	5. Project Title		6. Project Type
7. Completed By (Name)	8. Title	9. Email	10. Phone

☐ 11. *Certification*: By checking this box, I certify that I have reviewed this report and that, to the best of my knowledge, the report is complete, accurate, and meets the terms and conditions of the award.

B. Overall Project Status

	a. Status	b. Explanation
12. Scope	Off-Track	
13. Schedule	Off-Track	
14. Budget	Off-Track	

15. Significant Activities this Quarter	16. Significant Activities Planned for Next Quarter

17. Amendment Request?	17 a. Status	17 b. Explanation
Yes	N/A	

C. Financial Status

Budget Status

18. Budget Changes?	18 a. Status	18 b. Explanation
Yes	N/A	

Expenditures and Reimbursement Status

Funding Source	Actual Expenditures this Quarter
19. FRA Grant:	
20. Grantee Match:	
21. Other Federal Funds:	
22. Total:	$ 0.00

23. Accomplishments Related to Expenditures in this Quarter	24. Accomplishments Related to Expenditures in other Quarters (if applicable)

Reimbursement Forecast

25. Planned Reimbursement Requests to FRA		26. Unliquidated Obligations	
25 a. Next Quarter	25 b. Next Four Quarters (Cumulative)	26 a. Any reported on this quarter's SF-425?	26 b. Explanation
		No	

D. Major Milestones

If your project contains one or more of the following components, please report on all that apply:

		Completion Date mm/dd/yy			
27. Milestone Name	28. Status	29. Planned	30. Actual	31. Change to Status?	32. Status Notes
All Projects					
27 a. Award of Sub-Contract(s)	Off-Track			N/A	
27 b. Project Work Begun	Off-Track			N/A	
27 c. Project Substantially Complete	Off-Track			N/A	
Projects with a Construction Component					
27 d. Construction Notice to Proceed Issued	Off-Track			N/A	
27 e. ROW Acquisition Complete	Off-Track			N/A	
27 f. Construction Ground-Breaking	Off-Track			N/A	
27 g. Construction Substantially Complete	Off-Track			N/A	
27 h. Environmental Mitigation Substantially Complete	Off-Track			N/A	
27 i. Ribbon-Cutting Ceremony	Off-Track			N/A	
27 j. Commencement of Service	Off-Track			N/A	
Projects with a Rolling Stock Component					
27 k. Test Vehicle Complete	Off-Track			N/A	
27 l. First Rolling Stock Delivery	Off-Track			N/A	

E. Statement of Work Task Status

33. Task #	34. Task Name	35. Status	36. Task Started?	Completion Date (mm/dd/yy) 37. Planned	38. Actual	39. Percent Complete (%)	40. Change to Status?
1	Pre-populated	Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
	Contingency (optional)						

E. Statement of Work Task Status (Continued)

41. Status Notes

Prepared for

Prepared by

Kimley»Horn
Expect More. Experience Better.



Proposal for the

HARGRAVE GRADE SEPARATION

Professional Design Services

RFP-24-085

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Draft Redline Scope of Work

Cover Letter

November 12, 2024

Barbara Mason, Purchasing Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Re: Proposal for the Hargrave Grade Separation Professional Design Services, RFP No. 24-085

The City of Banning is dedicated to meeting the ever-growing needs of your community through multimodal initiatives focused on reducing congestion, improving safety, and driving economic growth through redevelopment. The Hargrave Grade Separation is another major step toward achieving your goal of providing safe facilities for all modes of travel including pedestrians and bicyclists, supporting local businesses, and in this case, providing **a gateway to redevelopment**.

The Kimley-Horn team, led by Darren Adrian, PE, is proud of our long history serving the City of Banning and the growing communities in Riverside County, providing innovative solutions and improving safety through similar projects such as the Sunset Grade Separation. We understand the significance of this project to the City and the community—our team is already hard at work to deliver your vision for a safe and efficient project. Together, we can create a Banning that is safer, more connected, and thriving economically.

Imagine this...

It's April 2031 at the City's ribbon-cutting event. The east side of Banning is transforming with redevelopment. The new Hargrave Grade Separation is now the primary access point for residents and new businesses, safely accommodating all users—cars, trucks, buses, pedestrians, and bicycles. Backups, delays, and the safety concerns near the trains are a thing of the past. There is also an increased sense of pride as the aesthetics reflects the rich history and beauty of the Pass Area. The City celebrates another successful grade separation—with help from their trusted advisor, Kimley-Horn.



The **Kimley-Horn** team is excited to partner once again with the City and deliver the success you envision for the Hargrave Grade Separation. We offer the City the following distinct advantages:

What Sets Kimley-Horn Apart

We know this community—meeting your needs will be our top priority. This part of the city is a mix of residential and industrial properties in a diverse and underserved community. Our team has worked on projects that improve the quality of life in this community for more than a decade—we have listened to your concerns and have a plan in place to address them while also meeting the City's overall vision for the project. ***We will design a project that increases safety, reduces traffic congestion and delays, and improves emergency response times.***

We have critical knowledge and experience on the adjacent projects. We have involvement in 11 projects adjacent to the Hargrave Grade Separation, including industrial development and transportation projects across three jurisdictions. Additionally, our experience on projects like the I-10 Bypass gives us extensive knowledge of community needs, environmental concerns, and city planning efforts. ***We will leverage this experience to optimize the design, minimize impacts to the schedule, and reduce construction costs.***

We value our partnership with the City and proven success in Banning. We are proud of our work with the City in the successful delivery of your vision for the Sunset Grade Separation project. Our team obtained Caltrans NEPA approvals in just six months, saving the City $10M in federal funds. Our final design was innovative, cost-effective, constructible—and included amazing aesthetic features that captured the history of the community and beauty of the area. ***The City can count on us to deliver the same high quality, creativity, innovation, and unique aesthetics for the Hargrave Grade Separation.***

Our innovative technical solutions will reduce costs and keep the project on schedule. To move the project through the approval process and secure the necessary funding, the Kimley-Horn team has already developed innovative solutions to many of the project's key challenges while also providing cost savings and schedule efficiencies. These include unique strategies for addressing the rail vs. road profile concept, advanced planning for utility relocations, drainage system concepts, and structural solutions to name a few. ***We have cost and schedule saving solutions for the road profile, I-10 walls, utility relocations, drainage, and bike/ped facilities.***

We have the relationships and experience to fast-track stakeholder approvals. We have extensive experience obtaining timely and efficient approvals from Caltrans, UPRR, FRA, RCFC & WCD, and Kinder Morgan which are crucial to the success of this project. With Caltrans D8 approvals for six interchanges, UPRR approvals for eight miles of track, a former FRA senior staff member on our team, and nationwide contract with Kinder Morgan, we are well-equipped to expedite the approval process. ***Our key staff will leverage their relationships and know-how to obtain stakeholder approvals quickly and efficiently.***

Our Team

Darren Adrian, PE, will serve as project manager for the Hargrave Grade Separation. For more than 30 years, Darren has been involved in planning and designing more than 90 railroad grade separations, most of which involved UPRR. He has also worked closely with Caltrans District 8 on over 20 interchange modifications. Darren's extensive experience includes projects such as the Sunset Grade Separation, I-10 Bypass, Morongo Interchanges, and the Pennsylvania Avenue Corridor in the Pass Area, making him the ideal person to lead the Hargrave Grade Separation.

Darren's strong ties to the community, having grown up in the City of Banning, and his previous work on the I-10 Bypass project have allowed him to establish valuable and trusted connections with stakeholders, property owners, and the general public. Darren's unmatched experience and insight will greatly benefit his leadership of the Hargrave Grade Separation project.

Darren is supported by the following key team members who bring a wealth of experience from the Sunset Grade Separation as well as the projects adjacent to the Hargrave Grade Separation:

- **Jason Valencia, PE** – as project manager, successfully led the PS&E phase of the Sunset GS project. His experience and best practices from Sunset will be invaluable to the success of Hargrave.
- **Andy Sanford, PE** – supported the UPRR bridge design and led the wall design under the I-10 Bridge on the Sunset GS; he also has experience on Caltrans rail structures including District 8.
- **Sam McWhorter, PE** – led the storm drain design and utility relocation designs on the Sunset GS.
- **Austin Stake, PE** (AZ) – current rail design lead on our Metrolink projects involving shared corridors with UPRR; he will make sure the project meets UPRR standards.
- **Michael Madsen, PLA, CLIA, ASLA** – designed the aesthetics which were a stand-out feature of the Sunset GS.

Our team also includes the following subconsultant partners for specialty services. We have established relationships and a proven track record with each firm, ensuring synergy and high-quality services for the Hargrave Grade Separation:

- **LSA** (Environmental). We have worked with them on multiple exempt railroad grade separations and they know the area from their work on the I-10 Bypass and City traffic projects.
- **Paragon** (Right-of-Way). They specialize in right-of-way for railroad grade separations and served as the right-of-way manager for the Alameda Corridor East grade separation program.
- **Earth Mechanics Incorporated (EMI)** (geotechnical investigations). They provide the detailed analysis and data needed to refine structural design and they know Caltrans and UPRR requirements.
- **Avant-Garde** (funding and public outreach support). They know funding programs, work with our designers for project features that attract funding and know Caltrans Local Assistance requirements.
- **Saylor Consulting** (construction scheduling and constructability reviews). They have specialists with construction and construction management experience.

Project Understanding and Approach

The Hargrave Grade Separation is one component of much needed transportation improvements on the east side of Banning including industrial developments which are driving the need improve transportation safety and provide direct access to the freeway. We have developed a unique approach to addressing every item on the City's list of concerns and complex challenges—an approach that's based on decades of history and deep knowledge of the Pass Area community. This means we will deliver success on this project similar to the Sunset Grade Separation, while also addressing the complex challenges surrounding the Hargrave Grade Separation, that only our team can bring. We invite you to review the many ideas and solutions that our team provides.

Project Experience



As a national, full-service consulting firm, Kimley-Horn's experience is extensive. We are proud of the success we delivered for you on the Sunset Grade Separation. In addition, we currently have two nearby grade separations in construction: the McKinley Grade Separation in Corona and the Fullerton Grade Separation in the City of Industry. Kimley-Horn is the record designer for most of the work on both projects, which is the primary service you are seeking for the Hargrave Grade Separation.

In addition to our strong portfolio of grade separations adjacent to Caltrans facilities, we are currently in the final stages of completing several projects with the Southern California Regional Rail Authority (SCRRA) on the Metrolink system. This involves over six miles of double tracking which includes grade separations, grade crossings, and numerous other elements along shared UPRR corridors. As prime consultant, we are uniquely positioned to accomplish the functions that you require on the Hargrave Grade Separation.

We are excited for the opportunity to partner with the City of Banning to successfully deliver on this important grade separation project. Should you have any questions or require any additional information during the RFP review process, please contact me at the information provided below.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Darren Adrian, PE
Project Manager/Senior Vice President
714.705.1304 | darren.adrian@kimley-horn.com

Required Statements:

- *Kimley-Horn has reviewed and understands the elements in the RFP and intends to perform the services as described in the RFP and this proposal.*
- *Kimley-Horn's qualifications related to railroad grade separations and the depth of our resources as a national firm are summarized above and further described in this proposal.*
- *Kimley-Horn has reviewed the Sample Agreement and modifications provided in the Q&A that are intended to bring the agreement in compliance with CA Civil Code 2782.8. With this addressed, we are willing to execute the agreement.*
- *Darren Adrian will be the single person for contact during the RFP review process.*

GUIDE TO EVALUATION CRITERIA

Click on each topic below to be directed to that section. To get back, simply click on the icon in the lower right corner of the page.

GUIDE TO EVALUATION CRITERIA

1 Qualifications
2 Experience *(Projects of similar size/scope)*
3 Professional References
4 Approach and Methodology
5 Value Added Services *(Submitted Separately)*
6 Pricing *(Submitted Separately)*

A. Statement of Understanding and Approach

Understanding

The Hargrave Street at-grade crossing (Hargrave Grade Separation) has been a top priority for the City since the early 2000s. It was part of the Grade Separation Priority Study for Alameda Corridor East in Riverside County and has consistently remained in the Priority 1 Group since 2012. With over 17 trains per day on the UP (Yuma Main) double track, traveling at speeds up to 60 mph on a steep railroad downgrade, safety is a big concern--this project will address these safety issues.



Conditions at the Hargrave St. crossing result in delays and significant safety issues.

Hargrave Street is currently a two-lane road classified as a Secondary Highway carrying over 25,000 AADT with no pedestrian facilities at the railroad crossing. The City's General Plan Street System shows a potential realignment of SR 243 through Hargrave Street, which would route additional traffic volumes to this area.

Project Benefits:

- Reduces congestion
- Improves traffic flow
- Lowers greenhouse gas emissions
- Improves safety
- Improves disaster preparedness
- Improves racial equity in poverty-stricken neighborhoods
- Increases job opportunities

The surrounding area has a mix of aging residential and industrial development with underserved racially diverse communities. In addition, these communities are bisected by the I-10 Freeway and railroad. These conditions create a hot-spot for vehicle, pedestrian, and train conflicts. They also impede emergency response access, creating concerns for the community as well as challenges addressing the wildfires which are a high risk in the Pass Area.

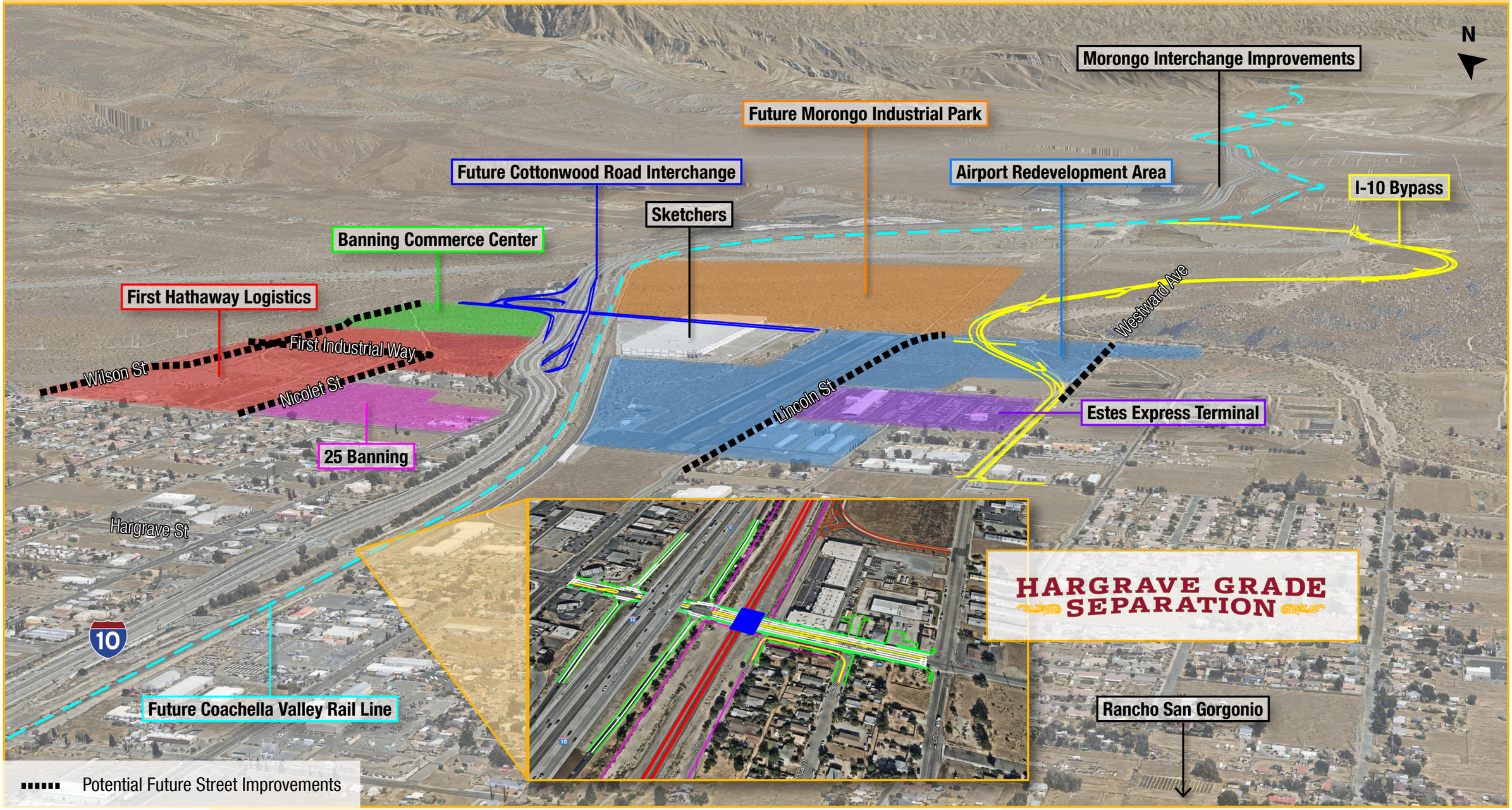
The City is moving forward with industrial redevelopment in this area, most notably the conversion of the airport. Adjacent stakeholders, such as the Morongo Band of Mission Indians (Morongo) and the County also have plans that include development and supporting transportation projects. All these planned developments depend on Hargrave Street as a primary access point to the I-10 freeway. These challenges will be addressed with the Hargrave Grade Separation. The City envisions the new grade separation will be similar to the recent successful grade separation at Sunset Avenue. This will require lowering Hargrave Street and the impacted freeway ramps between Ramsey Street and Lincoln Street. Impacts to the railroad, residents, and businesses in this area during construction need to be minimized. The project has funding through the design phase with the local WRCOG TUMF program, a Railroad Crossing Elimination (RCE) grant through the FRA, and SB 125 funds passed through the County of Riverside.

The City recognizes the complexity of the project and will require a team that can design the project and support the City with funding compliance, public outreach, and seeking construction funds.

The Kimley-Horn team will design a project that meets ALL your project goals:

- Maintain an environmentally exempt project (SE/CE).
- Coordinate with adjacent planned developments, especially the airport redevelopment area.
- Deliver a grade separation that minimizes road closures and impacts to the residents and businesses.
- Minimize impacts to the UPRR.
- An aesthetically pleasing project that sets the trend to improve and revitalize the east side of Banning.
- Provide effective public outreach to maintain public support.
- Assist with funding compliance and seek construction funds.

Hargrave Grade Separation – *The Gateway to Redevelopment*



Approach and Methodology

To accomplish the project goals, Kimley-Horn offers the City a consultant team with a strong track record of design and approvals of similar projects, and understands the community, planned adjacent projects, and all the dynamics associated with redevelopment of the southeast side of the City. The following topics demonstrate the unique advantage the Kimley-Horn team brings that will make this project successful.

We have organized our approach to address the major topics within the Scope of Work. The following shows how this is ordered within this section.

GUIDE TO APPROACH

1. **Project Administration**
2. **Design (Data Collection, BODD, Concept Development, PS&E)**
3. **Environmental**
4. **Right-of-Way**
5. **Coordination, Agreements & Permits**

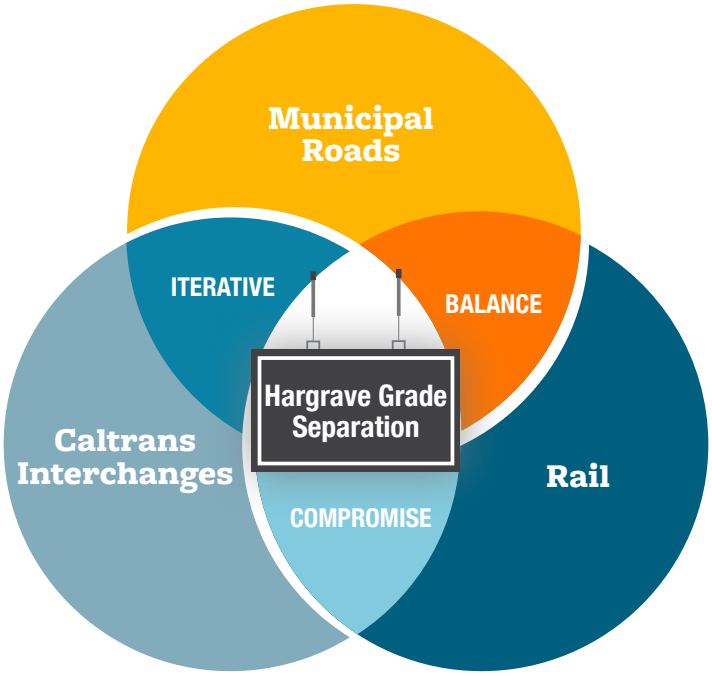
1. Project Administration

Project Manager with Strong Ties to the Pass Area

Having grown up in the City of Banning, Darren cares deeply about this community. His commitment to the project is as much personal as it is professional. He will leverage his 33 years of experience working on major transportation projects in Riverside County to efficiently manage and successfully deliver this project.

Our project manager **Darren Adrian, PE** knows that effective project management is critical to achieving project success. His extensive experience delivering similar grade separation projects requiring close coordination with UPRR and Caltrans is unmatched. Darren and his team will do the heavy lifting, serving as a true extension of City staff. His hands-on approach to managing this project is comprised of seven equally important functions that support the project's progress and ultimately, its success.

1. Effective and Ongoing Coordination with the City
2. Coordination with External Stakeholders
3. Coordination with the Internal Team
4. Workflow and Schedule Tracking
5. Budget Tracking
6. Risk Management
7. Quality Assurance/Quality Control (QA/QC)



Darren will proactively manage all three primary elements of the Hargrave Grade Separation, reducing schedule delays and preventing cost overruns.

Effective and Ongoing Coordination with the City – Darren and the team will maintain ongoing communication, including regular project updates, to Nate Smith, PE and his designated staff. This will include meetings, phone conversations, emails, schedule updates, and a deliverable tracking matrix.

Coordination with External Stakeholders – The monthly Project Development Team (PDT) meetings serve as a time for more formal project status reports to the PDT. Additionally, we will conduct focus meetings with specific stakeholders or City departments to proactively address and resolve any anticipated issues. Each meeting is planned with a specific strategy, goal, and outcome aligned with the project objectives. Below is a list of each key project stakeholder, their concerns, and Kimley-Horn's approach to addressing their concerns. *Our 15+ years of experience coordinating with stakeholders and delivering projects throughout the Pass Area provide a solid foundation for the success of this project.*

Darren has recently worked with all of these stakeholders, earning their trust. This offers distinct advantages for coordination, as he is not perceived as an "outsider" which is often a challenge when implementing major infrastructure improvements in a close-knit community.

Stakeholder	Project Role	Primary Interests	Kimley-Horn Team Approach
City of Banning	Owner/Sponsor	Completing the design and construction of the project on time and within budget. Avoiding impacts to the community during construction.	■ Implement our proven schedule and budget tracking ■ Leverage our knowledge of the community and adjacent projects
FRA	Federal Funding	Compliance with grant funding agreement.	Leverage our knowledge of FRA and previous FRA staff
Caltrans	Jurisdiction over I-10 and interchange	Remaining within proper Caltrans process and avoiding non-standard features.	Leverage our current experience with the new DEER process and reference the Sunset Grade Separation and other recent projects
UPRR	Approvals for all work within UPRR R/W	Avoiding impacts to train operations and not precluding future expansion/improvements.	Provide win-win solutions based on our current projects and the Sunset Grade Separation
Morongo	Adjacent jurisdiction with major development plan	Coordinate timing of their planned development for Section 12 West.	Leverage our current work with Morongo on Section 12 West to coordinate a win-win solution
Utility Agencies	Companies with jurisdiction over their utility	Obtain access to Section 12 West in coordination with the timing of their planned development.	■ Leverage relationships and knowledge of the area on adjacent projects. ■ Engage our staff who work with Kinder Morgan
Emergency Services (CHP, Police, Fire)	Use Hargrave Street for access to serve the community	Maintaining response times during construction. Providing a safe facility that allows emergency vehicle access.	■ Coordinate alternate/detour routes early. ■ Develop TMP measures in partnership with emergency services.
RCFC & WCD	Jurisdiction over Line G south of Westward Avenue	Changes upstream having an impact to their system downstream.	Confirm concept early and complete the drainage calculations for approvals
Environmental Resource Agencies	Jurisdiction over permitting	Impacts to environmental resources, such as bio, hazmat, noise, cultural, etc.	Leverage previous work in the area and agreed-upon solutions with resource agencies

Coordination with the Internal Team – Our internal team is comprised of Kimley-Horn staff and subconsultants with recent experience working together on similar projects. We will hold weekly all-hands meetings as needed through all project phases. For technical specialty items, we will hold internal workshops with key team experts.

The table below list the various meetings which will be scheduled to ensure the City and stakeholders remain fully informed throughout the project and have ample opportunities to provide input:

Meeting Type	Frequency	Objective
City Staff/PM	As Needed	Regular status updates, meeting prep, meeting debriefings, follow-up, etc.
PDT	Monthly	Report project status to the PDT, review Risk Matrix and Action Items.
Stakeholder Focus	As Needed	Accomplish established meeting objective to advance the project within the schedule and budget.
Internal Team Check-In	Weekly	Monitor work status and coordinate between disciplines.
Technical Focus	As Needed	Solve technical issues and identify cost and schedule savings.
FRA Update/Coordination	Monthly	Keep FRA up-to-date and coordinate any outstanding items.
Staff Planning	Weekly	Secure proper staff to meet the schedule and quality objectives.
Budget Tracking	Semimonthly	Review current budget status and cost-to-complete.
Project Review	Quarterly	Big picture review of project success and client satisfaction.
Quality Calls/Quality Visits	Semiannual	Independent check-in with client to verify client satisfaction and obtain input.

Our core team's preference to work collaboratively in the office offers many advantages on large, multidisciplinary projects like the Hargrave Grade Separation. By having all major engineering functions in-house, we foster seamless team collaboration, synergy, creativity, and coordination.

Workflow and Schedule Tracking – Understanding proper workflow to obtain input and keep the approval process on track is critical to the success of the project. We will manage the workflow and durations shown in our schedule at least monthly to assure the project follows the correct sequence that the process requires. One of the tools we use to assist with this is a Workflow Diagram. The condensed version on the following page will be expanded upon in our Project Work Plan (PWP) and reviewed with our Gant Chart Schedule at monthly PDT Meetings.

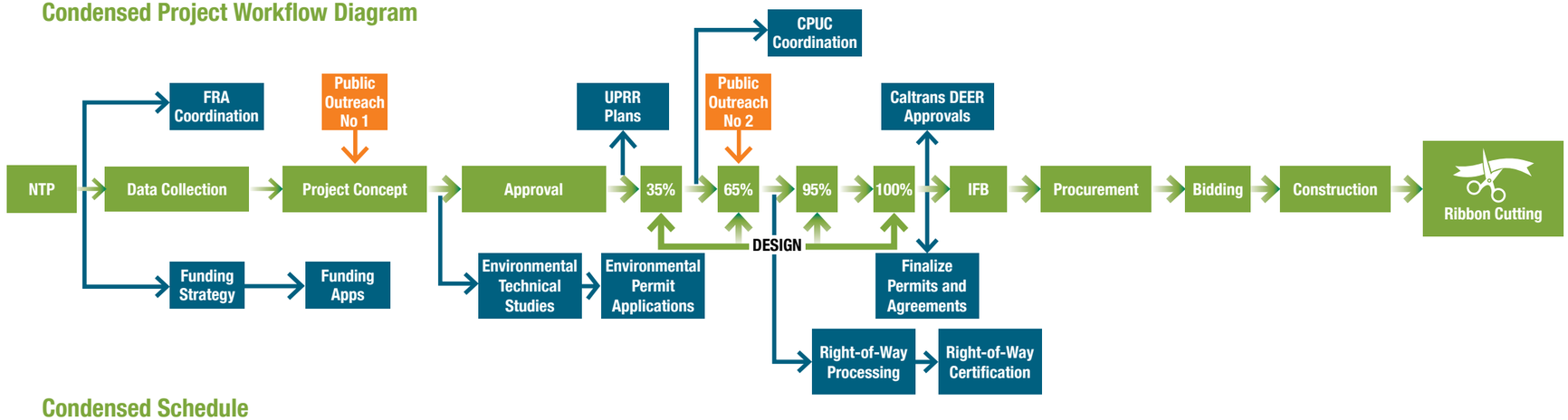
> Kimley-Horn's organized approach and adherence to the schedule, especially submittal milestones, stands out from the others.
>
> - SCRRA Staff

We have already developed a detailed project schedule showing tasks, subtasks, and agency reviews that can be found at the end of the Approach section. Our approach is to establish an agreed-upon Target Schedule, which includes obtaining concurrence from stakeholders on review periods. Our team track progress at least monthly. If a task can be started early, our team moves forward to help provide schedule contingency should something unforeseen come up. We also monitor schedule risks monthly as part of risk management.

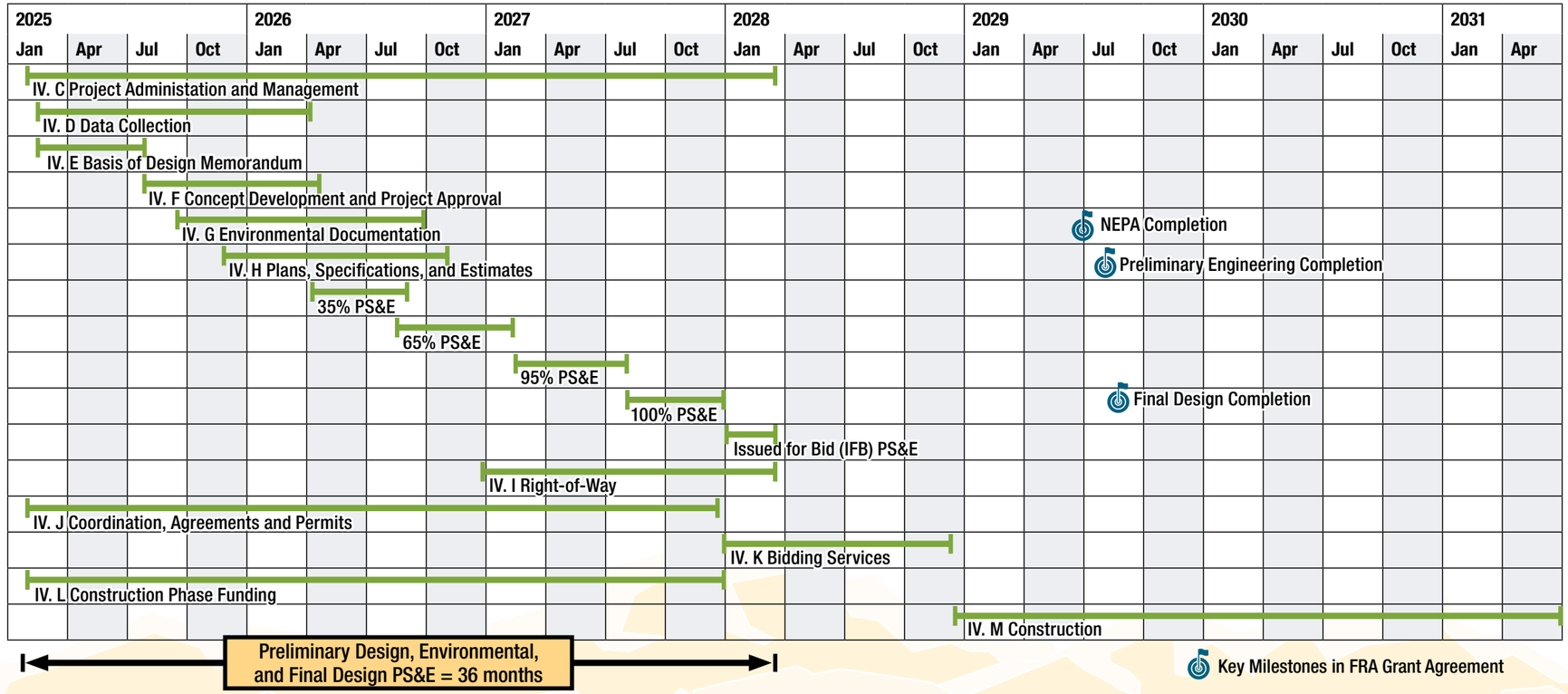
The following page shows a condensed version of the schedule along with the Workflow Diagram described above. This demonstrates major milestones and important items along the way for project success. The expanded schedule at the end of this section shows the details and identifies risks that will be managed according to our PWP.

Project Workflow and Schedule

Condensed Project Workflow Diagram



Condensed Schedule



Budget Tracking – Darren's approach to budget controls is thorough and effective, giving the City peace of mind that this project will be delivered without cost overruns. We utilize our internal MIS project management tool for staff assignments and cost tracking, which is updated semimonthly. This ensures our staff is committed for the project duration and evaluated regularly to confirm the level of effort required. Additional staff can be added as needed through this same process. There will be no surprises—we notify the City immediately of any potential changes to scope.

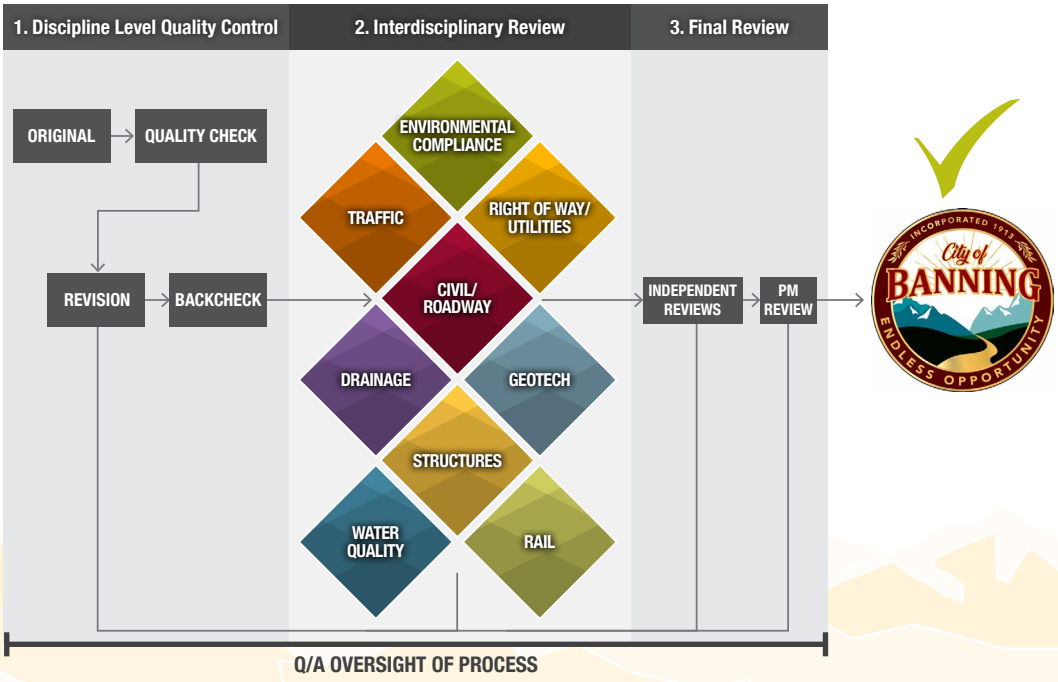
Risk Management – We will develop a Risk Register, provide regular status updates, and obtain input in the monthly PDT Meetings. We will also develop mitigation strategies and conduct a more formalized Risk Review Meeting at two key milestones: the concept development/environmental studies phase and at the 65% design milestone. In the following table, we have identified project risks along with our proposed approach to address them.

Title	Potential Impact	Risk Statement	Kimley-Horn Team Approach
NEPA Lead	Schedule	FRA funding is the trigger for NEPA; however, Caltrans is also involved as they have jurisdiction of I-10 and the interchange.	■ Confirm discussions with FRA and Caltrans. ■ Verify if formal delegation process is needed. ■ Clearly identify FRA actions and needs.
Not Compliant with SE/CE	Schedule Scope/Budget	Technical studies or other project elements showing a need to do higher level ED.	■ Use knowledge of the environmental concern with wildlife agencies to maintain a SE/CE. ■ Project features must only be what's required for the grade separation.
Not Compliant with Caltrans DEER Process	Schedule Scope/Budget	Not meeting an item on the DEER Checklist potentially kicks out of the process and into full oversight with PSR, PA/ED, and PS&E.	■ Obtain exception for non-standard structures early in the process. ■ Maintain all checklist items moving forward. ■ Discuss creative options if technically kicked out of process (i.e. modified full oversight process).
Environmental Resource Agency Concurrence	Schedule, Scope/ Budget	USFWS/CDFW request a Sediment Transport Study due to downstream MSHCP concerns.	■ Provide drainage study that shows the major runoff coming from the Ramsey Street Drain which is not being impacted.
Caltrans Approvals	Schedule Scope/Budget	Delays in obtaining approvals or expansion of scope.	■ Maintain schedule and hold workshops with Caltrans. ■ Layout the latest requirements with Caltrans at the beginning and maintain this course throughout.
UPRR Approvals	Schedule	Delays in obtaining approvals	■ Segregate other activities to keep the project moving forward. ■ Recognize that UPRR will be one of the last to provide approvals and work with them.
Kinder Morgan Line	Schedule Scope/Budget	Delays in getting Kinder Morgan to the table and establishing the solution	■ Engage our Kinder Morgan Designer's to assist with concept and contacts at Kinder Morgan. ■ Leverage our parallel coordination with relocations of Kinder Morgan facilities in tribal lands.

Title	Potential Impact	Risk Statement	Kimley-Horn Team Approach
Arco Station	Schedule Budget	Lowering of Hargrave Street having adverse impacts on access due to fuel pumps being directly adjacent to the street.	■ Narrow the southerly driveway to show that revised grades work. ■ Provide the option of additional circulation around the building as mitigation for narrowing the driveway.
Adjacent Development Timing	Schedule	Adjacent development needs and timing can have an adverse impact on the project and create doubt from the public.	■ Use our knowledge of adjacent developments to coordinate configuration and timing. ■ Seek features that present cost-savings and reduced impact to the community.
Coordination with Adjacent Transportation Projects	Schedule Quality	Adjacent project configuration and timing can have an adverse impact on the project and create doubt from the public.	■ Use our knowledge of projects to coordinate configuration and timing. ■ Seek cost-saving features that reduce impact to the community.
Contractor Availability	Budget	If adjacent projects run concurrent, available contractors may be limited, leading to increased bids and delays.	■ Monitor adjacent projects based on involvement and history. ■ Track these projects and coordinate with the Hargrave Grade Separation to optimize resources.
Lack of Construction Funds	Budget	Inability to obtain adequate construction funding.	■ Leverage our information and input for efforts on adjacent projects to maximize our funding chances. ■ Engage political support from Morongo and the other stakeholders in the Pass Area.

Quality Assurance and Control – We will compile a project-specific Quality Management System (QMS) Manual and execute our quality control procedures with internal team members and subconsultants. We will conduct the initial training upon initiating project work and implement quality assurance to confirm the process. The following graphic shows our comprehensive QA/QC review process which occurs before submitting deliverables.

Quality Assurance / Quality Control Process



2. Design (Data Collection, BODD, Concept Development, PS&E)

Adjacent Projects

We proactively resolve potential schedule and budget impacts

Our team has been involved with every major project which will influence the Hargrave Grade Separation—we will proactively identify and solve any challenges BEFORE they impact the schedule or future construction plans.

Understanding planned adjacent projects and their potential impacts is critical to the success of the Hargrave Grade Separation. These impacts include everything from the project basis of design and specific design features, to timing, interim conditions, and potential impacts to the community.

The recent Sketchers building on the south side of I-10 and the construction of the Banning Commerce Center just across the freeway on the north side will have near-term impacts on Hargrave Street at the grade crossing and freeway interchange.

Airport Redevelopment
Hillwood currently estimates that new development could be in the ground within four years. This will require close coordination with the grade separation project.

The airport redevelopment area will have the largest impact in the area. The airport closure has gone through legislative approvals and is moving faster than originally believed. If coordinated properly, this success could result in opportunities for the Hargrave Grade Separation. An example is the potential for coordinating the ultimate disposition of the adjacent Banning Industrial Park. If the long-term plan is to add this into the redevelopment area, this could be coordinated with the grade separation design to eliminate retaining walls and present a significant cost savings. ***The Kimley-Horn team is assisting Hillwood with processing for the airport closure which puts our team in the perfect position to help identify and coordinate opportunities such as this.***

Morongo Band of Mission Indians (Morongo) recently brought on a developer to implement a new industrial park in Section 12 (west) that is directly adjacent to the airport redevelopment area. This development is currently planned to move faster than the airport redevelopment area, but it has a critical need for access, whether temporary or permanent. As the City navigates potential access options, it will be important to align the Hargrave Grade Separation with respect to timing and expected traffic volumes.

To support these developments and other regional needs in the area, there are several planned adjacent transportation projects. These include the I-10 Bypass, potential reconfiguration of the I-10/Ramsey Street (Cottonwood interchange), I-10 mainline improvements, and the Morongo interchange improvements. All of these projects will need to be coordinated with respect to timing and the ultimate traffic circulation along Hargrave Street and the interchange. ***These projects will ultimately act as a system within the project area and will need to be accounted for in the basis of design and critical design decisions needed on the Hargrave Grade Separation.*** For example, the initial data indicates the need for a six-lane facility along Hargrave Street; however, impacts to the adjacent properties would be severe, and there will be a desire to show long-term benefit with four lanes. With the I-10 Bypass traffic redistribution, the long-term benefit with four lanes may be clear since a portion of traffic will use the new roadway and not need to use Hargrave Street. The Kimley-Horn team addressed this exact situation recently on the McKinley Grade Separation in Corona where our team was able to show an ultimate configuration of four lanes instead of six in order to avoid major impacts and keep the project moving forward.

Caltrans Topographic Mapping

The RFP describes a two-step aerial mapping process so that design can commence before obtaining ABC Mapping approvals from Caltrans since this can take 4 to 6 months. Our Surveyor works with Caltrans District 8 as part of an on-call contract and proposes to obtain initial input on flight path from Caltrans to reduce or eliminate the need for flying the project site twice. The final approved ABC mapping may require recompiling or adjusting the initial data but would likely not require flying the site twice. This will present a cost-savings for the project.

Roadway Design

We got a head start on design to save you time and money

Our team's initial design concept and drone scan for the Hargrave Grade Separation project will result in a three-month schedule savings and reduce the risk of design changes when the surveys come in.

The Kimley-Horn team assisted the City with an initial design concept for project scoping and funding applications. This was based on available mapping and indicated a potential need to raise the tracks to accomplish the grade separation similar to the Sunset Avenue project. Since the relationship of the proposed roadway profile to the track elevation is so critical to the final scope of work, we recently conducted a drone scan to obtain accurate 3D points and better determine whether it was necessary to raise the mainline UPRR double tracks.

We have already solved your biggest technical challenge!

The more accurate points revealed it is possible to obtain vertical clearance without extending the profile into Ramsey Street or raising the tracks. However, the existing foundations of the I-10 undercrossing structure are still a significant constraint.

Our team developed a concept that protects the existing footings and achieves the required vertical clearance without raising the tracks. This concept is consistent with Caltrans' acceptance of a similar approach for the Sunset Grade Separation project, addressing concerns regarding the roadway profile, retaining walls, and protection of existing footings. *(The Structures section below describes this approach in more detail.)*

Benefit to the City

- ✓ 6+ Month Schedule Savings
- ✓ $10M+ Construction Cost Savings

The exhibits on the following pages show the updated concept with additional information and notes indicating opportunities and constraints. Key elements of the concept are:

- Maintaining the lowering of Hargrave Street between Ramsey Street and Lincoln Street (i.e. not extending into the intersection of Ramsey Street).
- Railroad bridge footprint and orientation to match Sunset Avenue which has additional bridge space to the south of the double track.
- Minimize impacts to UPRR tracks.
- Only impact freeway ramps up to gore areas.
- Provide opportunities for hardscape and handrail/ fencing that aesthetically enhance the area.

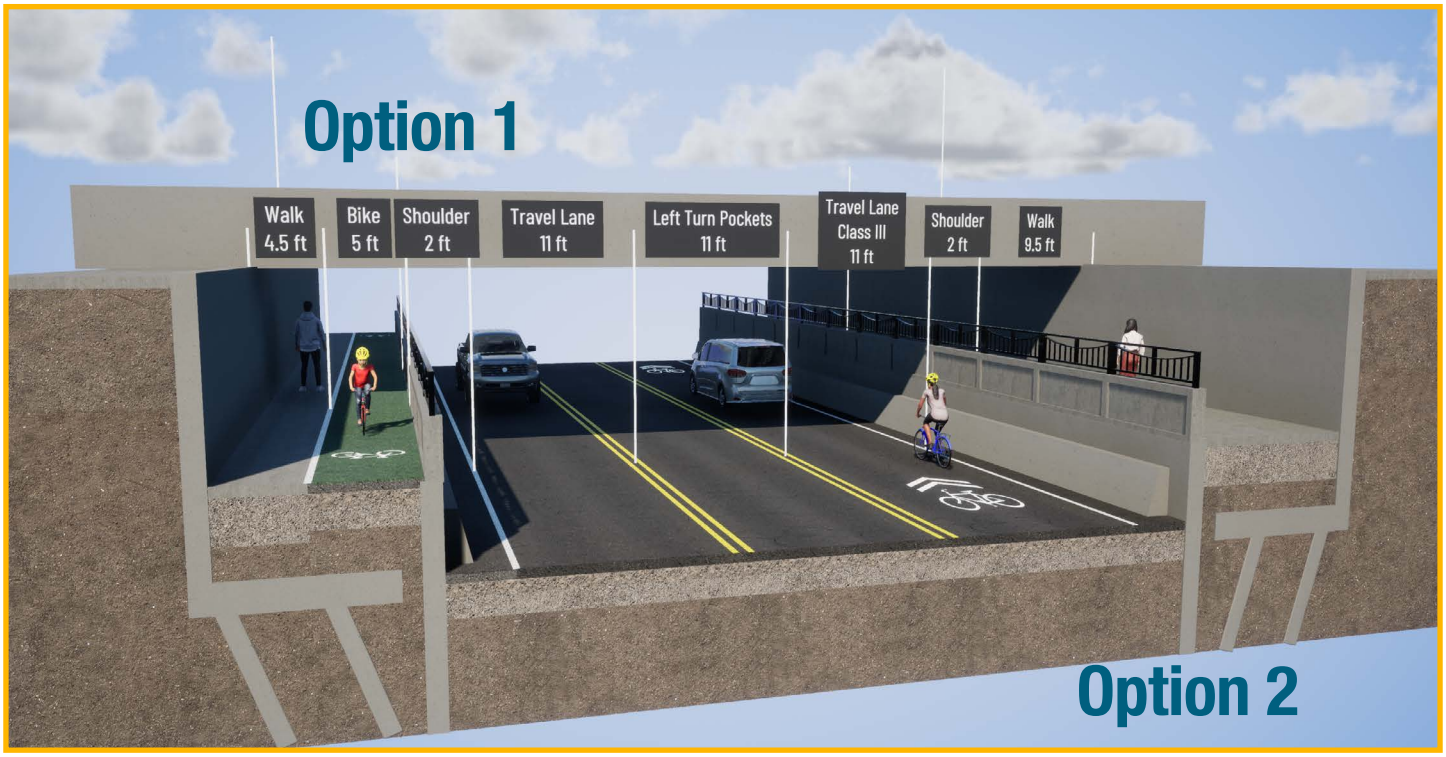
One of the challenges will be fitting necessary features for Hargrave Street within the constrained area under the freeway. The existing opening is only 60 feet. In addition, the existing abutment footings and angled piles create constraints for the location of walls.

Based on these constraints, lanes and shoulders will need to be narrowed (non-standard). Since there isn't enough room for a separate Class II bike facility, there will be a need for creative options so that both the avid and casual bicyclist can safely pass under the freeway. Our team has come up with three potential options:

Option 1 - Sharrow with separate raised pedestrian sidewalk.

Option 2 - Raised path shared by pedestrians and bicyclist.

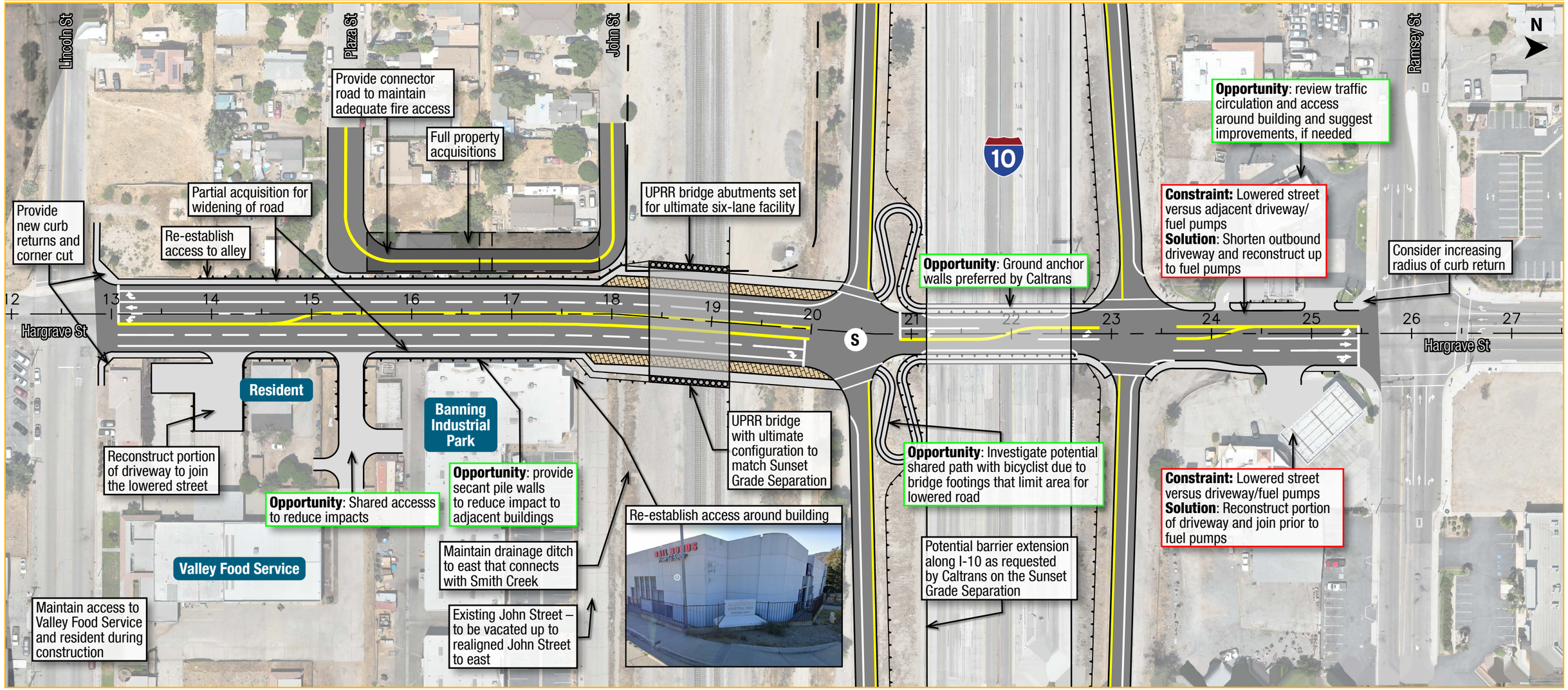
Option 3 - A combination of Options 1 and 2 to provide the avid and casual bicyclist the ability to take either path.



The existing I-10 Undercrossing structure does not allow room for the ultimate Class II bicycle facility. Our team has other viable options and will investigate with the City and Caltrans.

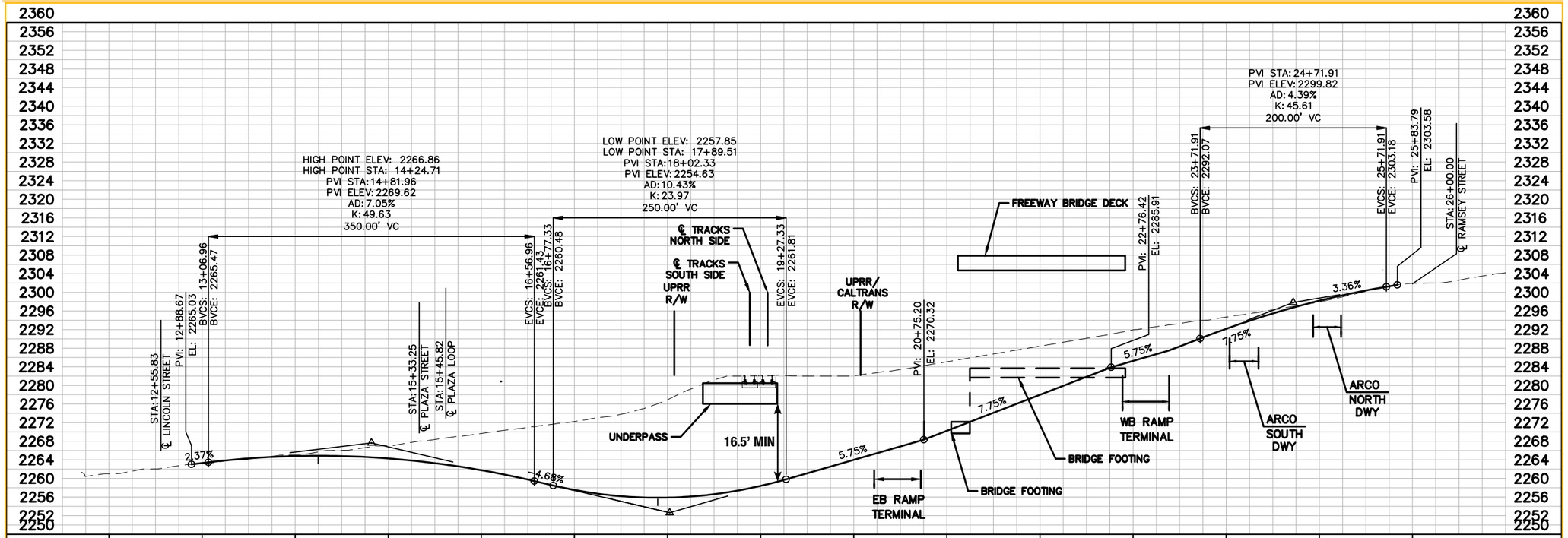
Our team was able to obtain Caltrans approvals for similar non-standard lane widths under the SR 60 freeway as part of the Fullerton Grade Separation project. We are also in process of obtaining approvals for bicycle use on sidewalks for a Caltrans facility along SR 90 in the City of Brea.

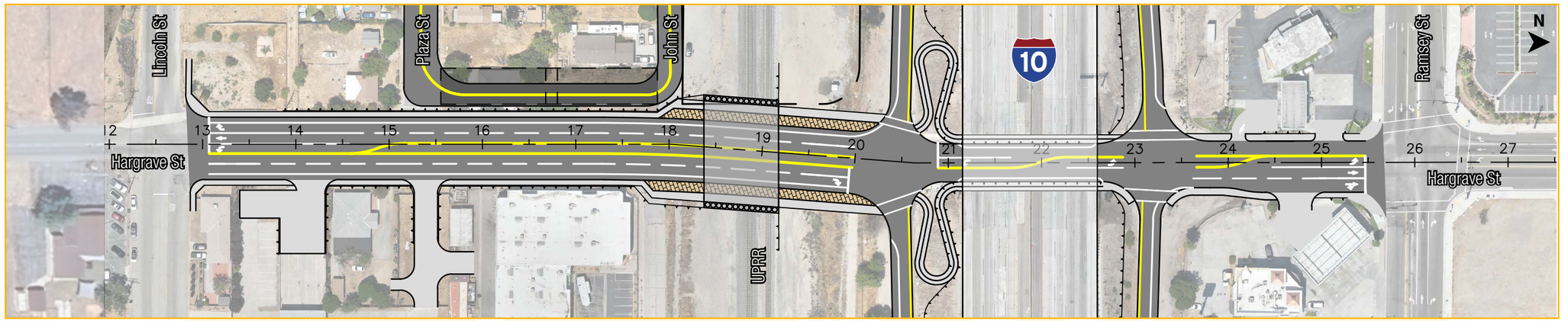
Opportunities and Constraints



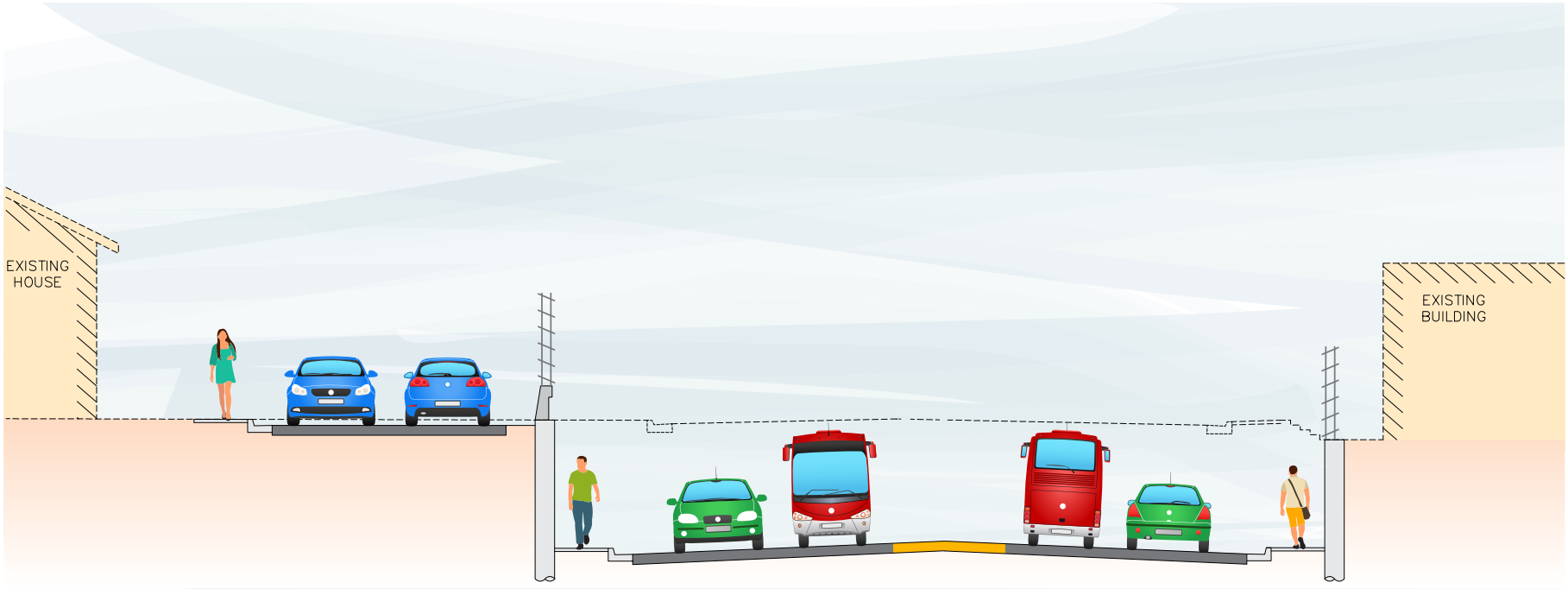
BACK TO RIGHT-OF-WAY

Hargrave Street Plan and Profile





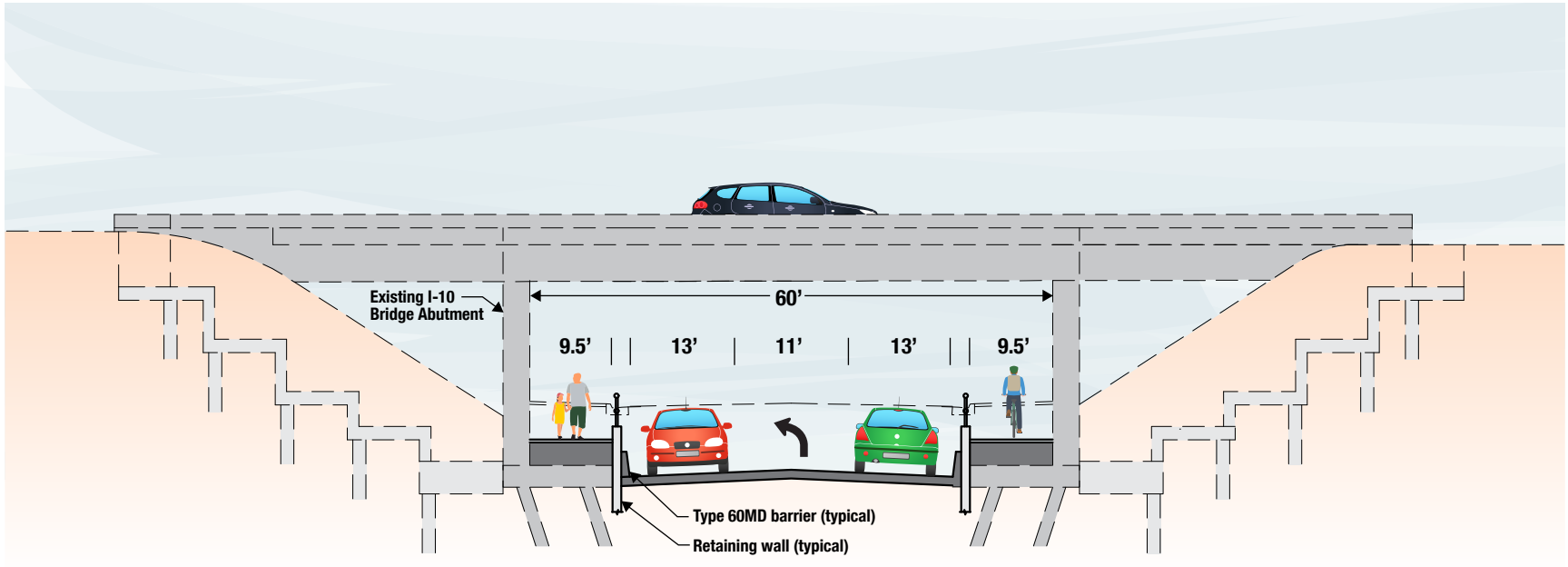
Hargrave Street and Connector Road – *Typical Section South of UPRR Bridge*



Hargrave Street – *Ultimate Section Under UPRR Bridge*



Hargrave Street – *Typical Section Under I-10 Freeway*



Rail Design

As mentioned previously, the Kimley-Horn team used the 3D drone data to engineer the relationship between the existing track elevations and the roadway concept profile. Our team is able to conclude that the existing track alignment (both horizontal and vertical) meets design standards and there is no need to raise or relocate the UPRR tracks. This approach accomplishes:

1. Simplified coordination with UPRR.
2. Minimized disturbance of UPRR Tracks.
3. Accelerated construction of Railroad Bridge.

Similar to our other railroad projects, we will design shoofly tracks that satisfy UPRR design standards. The shoofly track construction and removal will represent the bulk of the work required within UPRR right-of-way. Based on our initial evaluation, we have determined that the double shoofly tracks would be best routed to the north of the existing grade crossing. ***The benefits of constructing the shoofly tracks to the north include:***

- No impacts to adjacent residents along John Street. This avoids the need for a temporary sound wall that would likely present challenges for removing.
- Provides advantages for construction staging by allowing the entire bridge to be constructed adjacent to the shoofly tracks.
- Provides advantages for construction staging by combining the bridge area with the southerly excavation and the retaining walls to Lincoln Street.
- Maximizes time that the freeway interchange can remain open for access to the north.
- Addresses drainage issues that currently existing between the tracks and Caltrans right-of-way.



Placing the shoofly tracks to the north takes advantage of available space and has many advantages over the south.

Our concept has the advantage of avoiding the universal crossover by tying into the mainline tracks east of the point of switch and still maintaining or exceeding the minimum clearance to shoring at the bridge. As shown, much of the shoofly tracks to the east of the bridge can utilize a track shift of the existing mainline tracks to minimize procurement of track materials. We implemented this recently on our ACE Fullerton Grade Separation project and understand UPRR's latest requirements for adjacent grading and allowable work windows for the shift.

In addition, there are existing drainage challenges on the north side of the tracks where runoff from culverts crossing the freeway are causing significant erosion in this area. This condition will be corrected with the shoofly tracks on the north by extending the existing track culverts and regrading for a more defined inlet condition. This can be left in place to improve drainage conditions within the UPRR right-of-way.

Our team will look for cost-effective ways to improve existing conditions. In this case, our shoofly concept will also correct a significant drainage issue for UPRR.

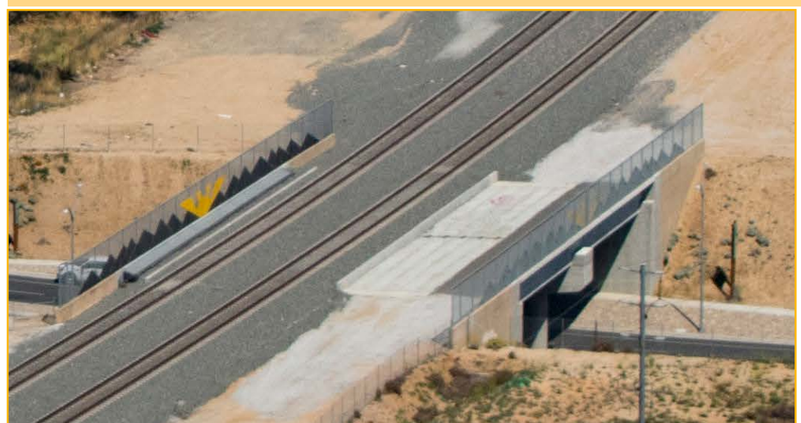
The existing hi-rail spur track to the north will be impacted by any shoofly configuration. UPRR will likely want to re-establish this upon removal of the shoofly tracks. If UPRR desires this to remain open during construction, there are options to permanently relocate the hi-rail spur track to the west of San Gorgonio. On the Sunset Grade Separation, the UPRR decided to remove a similar track altogether which ultimately presented a cost savings.

See Rail Shoofly Exhibit on the following page.

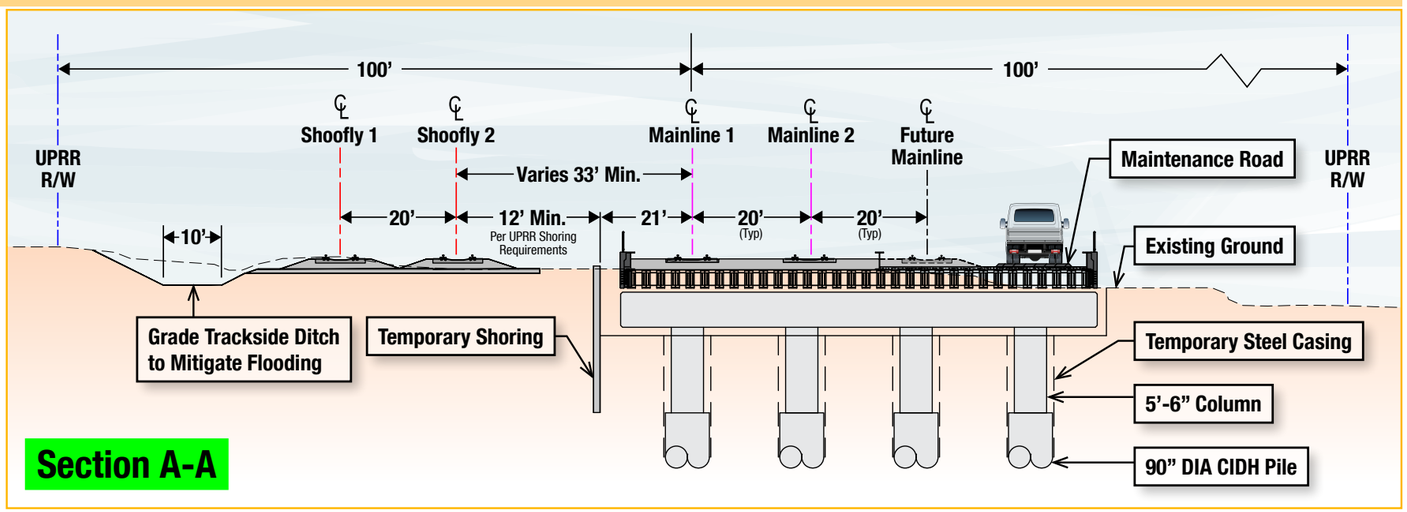


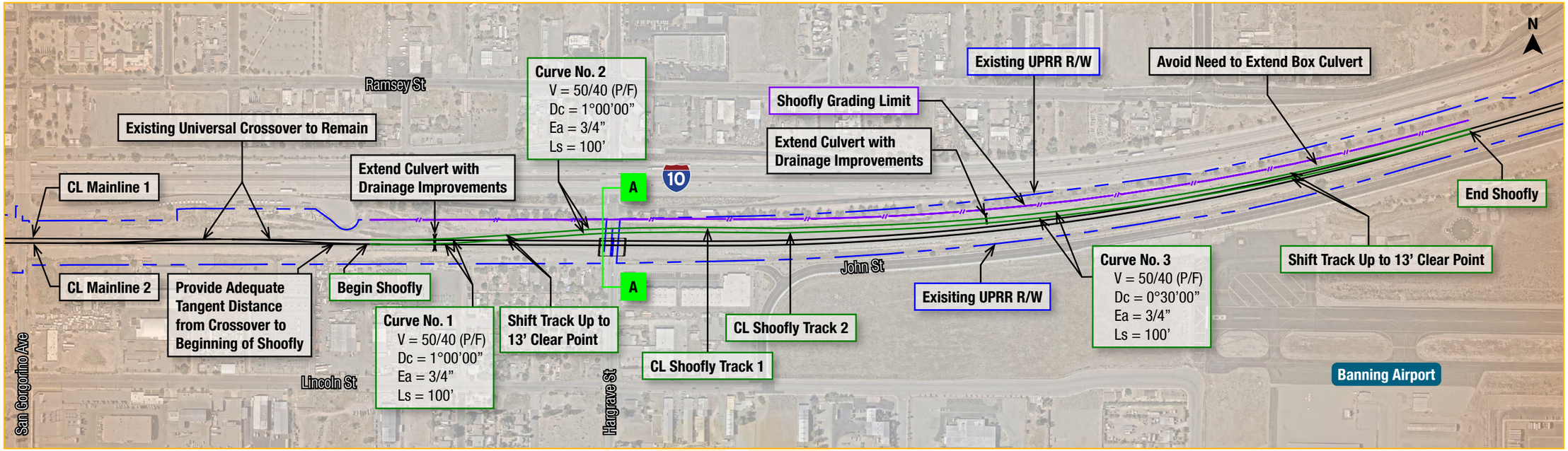
Fitting shoofly tracks to the south would be challenging given the constrained space, especially with the raised track configuration, adjacent road/residents, and parallel drainage ditch.

Rail Shoofly Exhibit



Our team was able to gain approval from UPRR for the similar Sunset Ave Railroad Bridge





Utilities

We've coordinated with all major utility companies in the project area, reducing risks and costs.

Our team designed sewer and reclaimed water lines for the City on the Sunset Grade Separation. We have also successfully coordinated with all the major utility companies in the project area for the I-10 Bypass project including Kinder Morgan, City Electric, SCE, and SoCal Gas. *This experience will help us reduce project risks and provide cost savings on Hargrave.*

Based on our field walk, the RFP and other available information, we understand there are City sewer (15-inch) and water (14-inch), SoCal Gas (2-inch), and OH electric lines along Hargrave Street. We also understand there is a 20"/22" Kinder Morgan line along the UPRR right-of-way.

The challenge with the utility relocation strategy is related to construction staging in the constrained area with a desire to minimize roadway closures and increased construction costs. Our team has come up with two options.

We have a solid approach to your biggest utility challenge

Option 1 – lower the sewer, water, and gas line in Hargrave Street. Since trenching depth are so deep, wider, stepped sections are required. The likely method would be to lower one side of the road under I-10 with shoring to protect the sewer line and place the new sewer, water and gas line within the lowered portion. Excavate the other side and remove the old sewer line after cutovers are complete. This operation requires jack-and-bore under the active UPRR tracks and high-lining the water and gas lines. Closure of the interchange would be prolonged with this option. See Utility Relocation Options Exhibit at the end of the section.

Option 2 – consider a new utility relocation corridor that crosses under the I-10 freeway to the west of Hargrave Street to intercept the existing 15-inch sewer line paralleling I-10 from Franklin Street. It would require jack-and-bore under the freeway but could be less costly than lowering utilities in Hargrave Street. It would also have less impacts on the community with shorter closure duration of the interchange than Option 1. The water line could be considered for jack-and-bore as well, but this has more flexibility for staging than the gravity sewer line and may not be needed. Our team recently received design approvals for a very similar situation on our Fullerton Grade Separation where we are using a UPRR minimum carrier pipe size of 30-inches for a 12-inch sewer line spanning the UPRR right-of-way. Our team will use this recent experience to expedite approvals. See Utility Relocation Options Exhibit at the end of the section.

Overhead Utility Lines

The Sunset Grade Separation project required early coordination with City Electric for relocation of major transmission lines along the west side of the street. Similarly, this early coordination and relocation will be required for the overhead lines along the west side of Hargrave Street. This facility can also be placed within the connector road between John Street and Plaza Street.

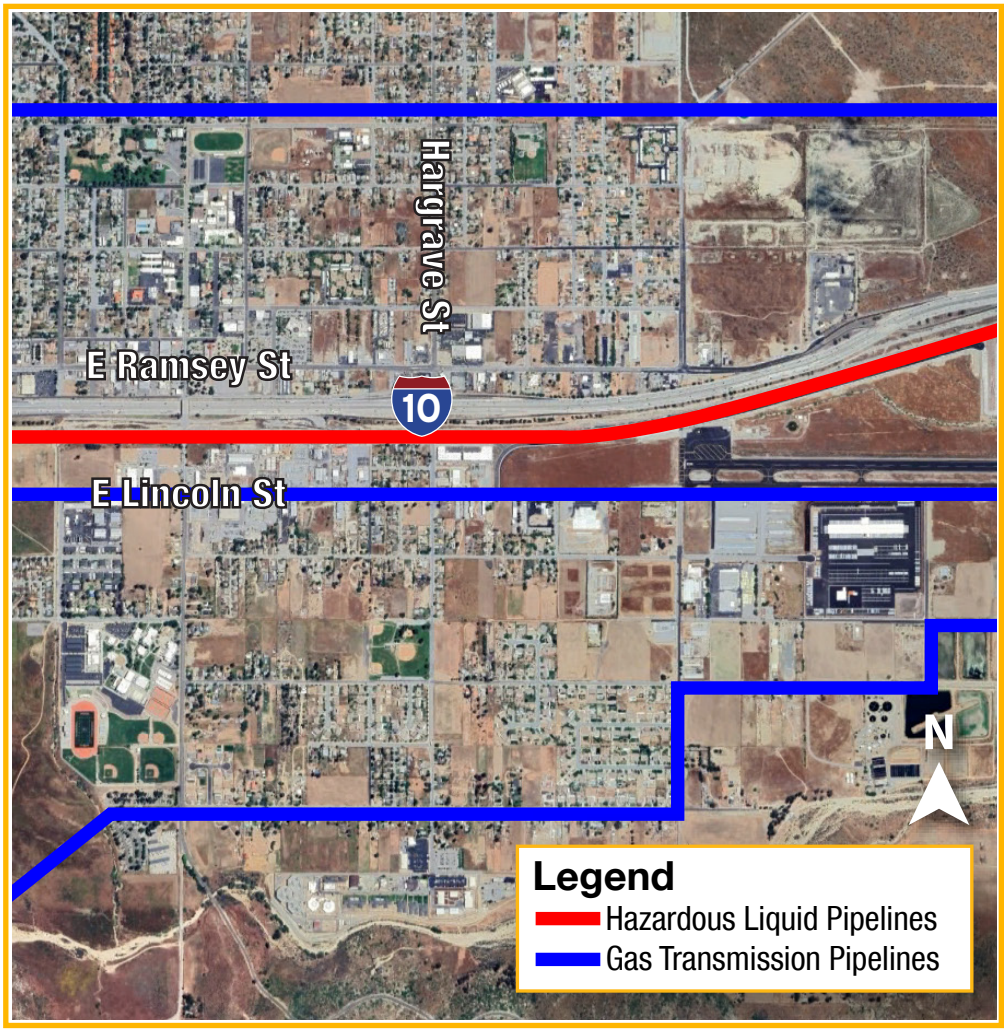
Utility contacts and working knowledge established by the Kimley-Horn team on the I-10 Bypass and Sunset Grade Separation projects will help reduce project risks and present cost savings for the Hargrave Grade Separation.

Kinder Morgan Line

Based on our experience with Kinder Morgan lines within railroad right-of-way, the likely solution is to relocate this line to go under the lowered Hargrave Street.

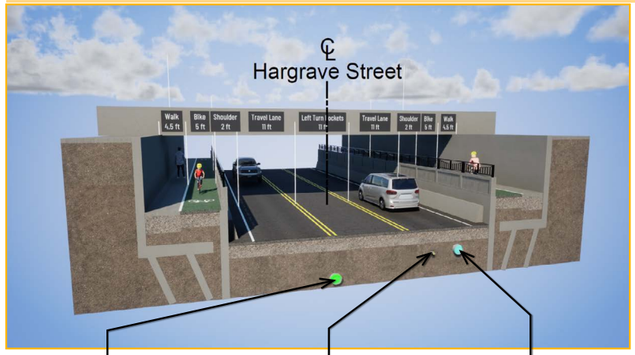
Kimley-Horn is currently contracted with Kinder Morgan to provide designs for relocations of their facilities very similar to what will be necessary on the Hargrave Grade Separation. We are currently doing this for a project in Arizona to go under a large drainage wash. Similar to this project, we anticipate doing a directional bore to lower the facility. This includes angling down on each side and maintaining a radius larger than 2,400 feet under the grade separation area.

One of the largest challenges with third party utility companies is getting their participation in a timely manner. The Kimley-Horn team offers a unique advantage with this, as our team will be working with the same utility companies for relocations within the adjacent tribal lands. This includes Kinder Morgan, SCE, SoCal Gas, and others. Not only will our team have current working relationships, but we will be in a unique position to consider bigger picture solutions, either temporary or permanent, which will benefit the project.

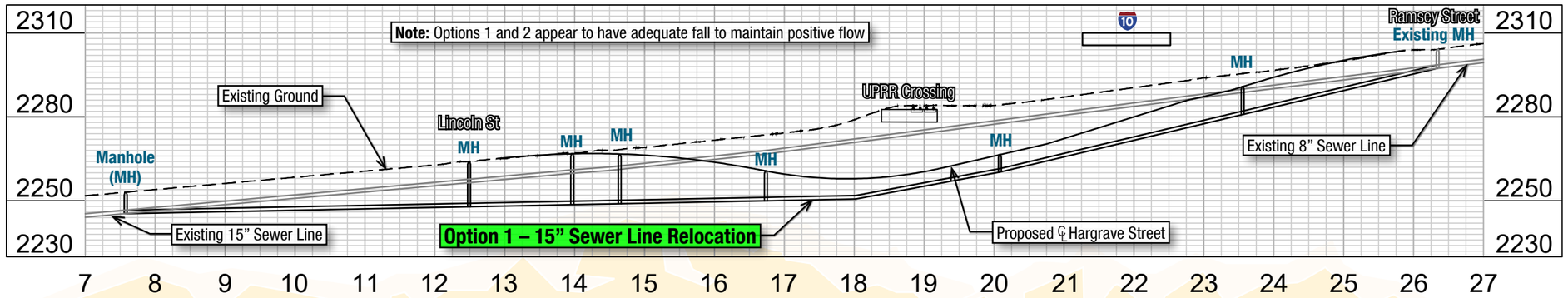


Kimley-Horn has staff who work directly with Kinder Morgan and will help our team coordinate and obtain approvals for relocation of the 20-inch oil line.

Utility Relocation Options



Option 1 – Section A-A



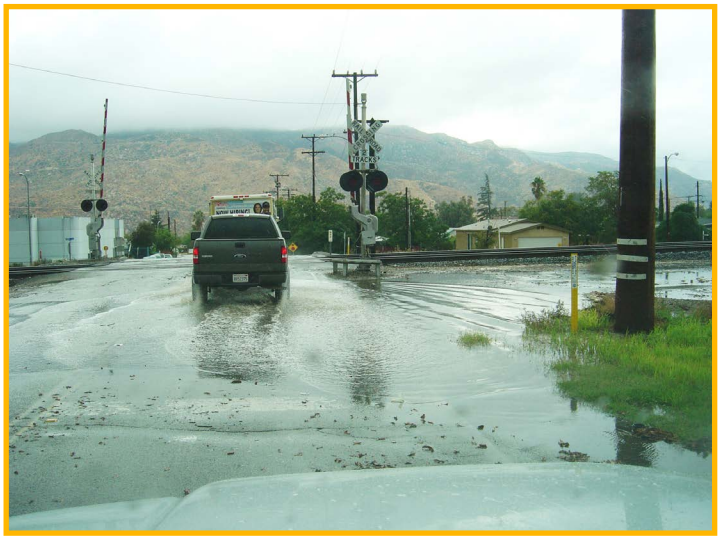
Drainage

We have tackled a wide range of drainage challenges in the Pass Area

Our team's extensive knowledge of the Pass Area's runoff patterns, coupled with our recent experience conducting drainage studies for the I-10 Bypass project, puts us in a strong position to address the drainage challenges on Hargrave.

Our team understands the nature of runoff in the Pass Area that generally flows to the south crossing under I-10 and routing within natural and graded ditches within railroad right-of-way. We evaluated this on the Sunset Grade Separation, and most recently at the Pennsylvania Grade Crossing in Beaumont. We are familiar with UPRR's latest standards and requirements for drainage and cross culverts as the Pennsylvania Avenue project required several new culverts in UPRR right-of-way. This included a new culvert crossing under the mainline double tracks using jack-and-bore method.





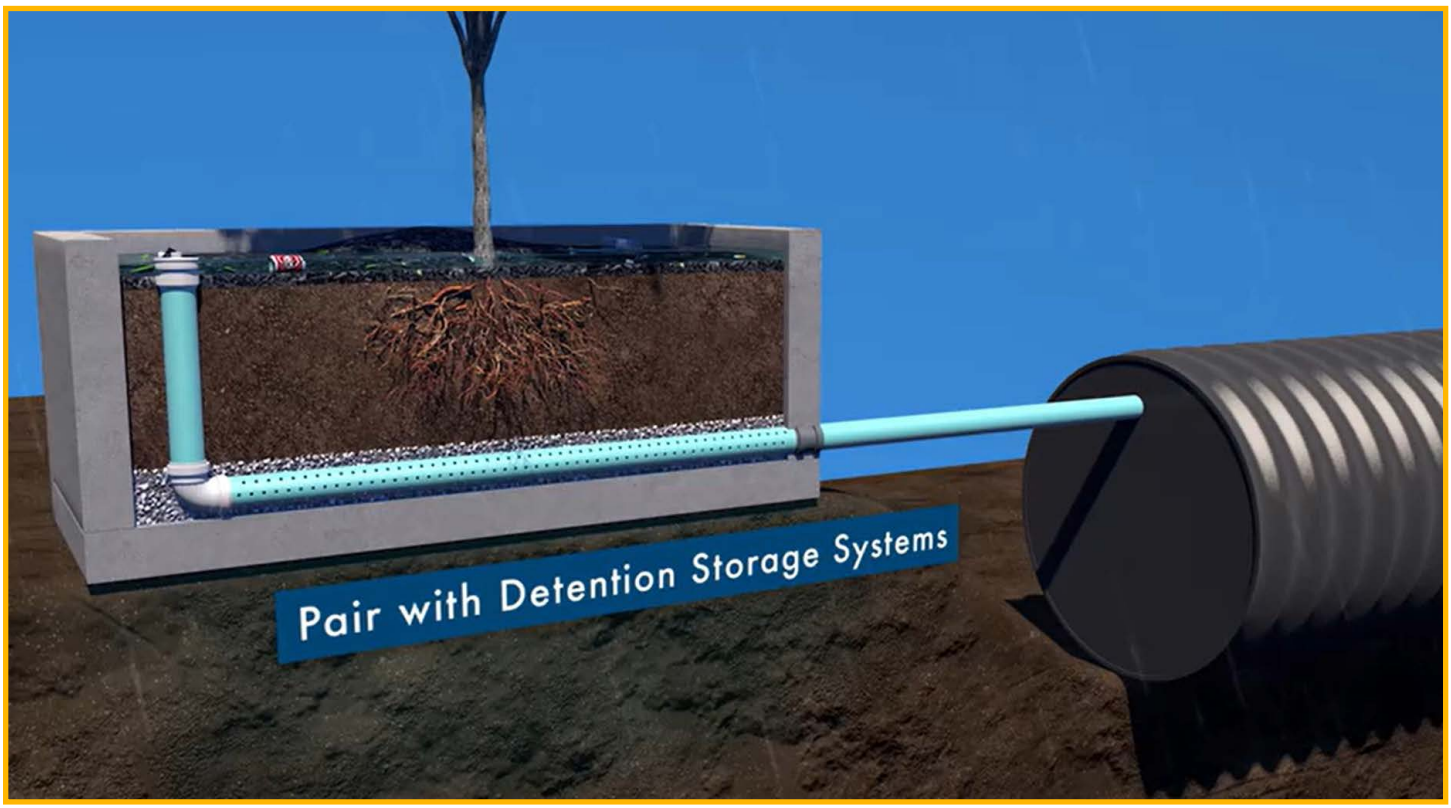
These photos were taken during the large storm event in 2010 when Kimley-Horn started evaluating constraints for the Hargrave Grade Separation. Note the significant runoff upstream at Ramsey Street that ponds on the north side of the grade crossing.

In addition, our team performed a hydrology and hydraulic analysis of Smith Creek and the San Gorgonio River as part of the I-10 Bypass Drainage Study. This required analysis of the tributary area for the Hargrave Grade Separation area for the runoff going to the east adjacent to John Street and around the airport (referred to as Ramsey Street Drain system on the FEMA map).

Similar to the Sunset Grade Separation, we propose avoiding a pump station and extending a storm drain to the south. Based on as-bult plans dated 1991 and 2005, Line G along Hargrave Street extends from the outlet at Smith Creek up to Lincoln Street where it is plugged for future extension/buildout. Line G currently has active catch basins between Smith Creek and Charles Street. The portion from Smith Creek to Westward Avenue is maintained by RCFC & WCD, while the remaining portion up to Lincoln Street is maintained by the City.

Since the new sump for the grade separation will be lower than Line G at Lincoln Street, we anticipate needing a parallel system that maintains positive flow from the sump. This will extend to Barbour Street and join to the existing 36-inch RCP (City maintained portion).

Since the new sump area will collect runoff from the interchange and the railroad right-of-way to the west, it is possible that Line G will not have the capacity for the design storm event. If that is the case, the parallel storm drain could be evaluated to extend further south to a larger pipe section or underground storage could be provided at the sump area to detain the additional runoff so that the system can handle the design storm event. Our team implemented this concept on the 17th Street Grade Separation project in the City of Santa Ana. The concept includes a level of water quality treatment combined with underground detention.



If Line G cannot handle the runoff area coming from the sump, underground storage could be considered below the sump area on Hargrave Street. The diagram above shows optional pairing with water quality treatment. Our team implemented this approach on the 17th Street Grade Separation project in Santa Ana.

Structures

Our "Top-Down" construction method minimizes community impacts

Our team designed the railroad bridge and tieback walls on the Sunset GS. We know the challenges posed by the existing I-10 structures in the Pass Area including potential construction impacts. For Hargrave, we recommend a "Top-Down" construction approach to minimize impacts to the community.

I-10 Hargrave Undercrossing Modification

The existing Hargrave Street Undercrossing was originally constructed in 1954, widened to the inside in 1965, and then widened to the outside in 1968. The 1968 outside widening considered the future lowering of Hargrave Street under this structure by lowering the south side foundations of the widening 12 feet below the adjacent original structure foundations. Even with this future forethought the profile necessary to lower Hargrave Street and provide the required vertical clearance under the proposed overhead structure, while also providing the required cross section for vehicles, bicyclist, and pedestrians is difficult.

This profile will result in a finished grade below a portion of the original 1954 spread footings, requiring the construction of a ground anchor wall, located in front of these footings, to provide support both vertically and laterally. The north 1968 widening is expected to have sufficient cover over the top of the footings to provide the necessary lateral support, but a small soldier pile wall will be required to support the pedestrian walkway with their vertical elements located in between the pile foundation.

The footing of the 1968 widening on the south side of the structure extends out the furthest at 6'-3" from the face of the abutment. This is the pinch point for the cross section that sets the location for the walls and limits space for traffic lanes. Vertical soldier pile elements will have to be positioned between the front battered pile and if necessary, ground anchors will be installed to provide lateral support.

This approach with carefully spaced pile elements and ground anchors is consistent with what Caltrans accepted on the Sunset Grade Separation. The construction method involves slot-cutting and CIDH pile placement before the road is excavated to assure the existing bridge footings are secure.

See I-10 Undercrossing Structure exhibit at the end of this section.

Grade Separation

The proposed grade separation will be located south of the I-10 freeway approximately 275 ft. south of the I-10 alignment. The grade separation will carry the existing UPRR double tracks over Hargrave Street and will provide for a future Hargrave Street geometry that will provide for three 12-foot lanes in each direction, one 12-foot median, two 6-foot shoulders and two 6-foot sidewalks. Columns that support the structure are anticipated to be located in the 12-foot median. With this geometry and high seat abutments located adjacent to the sidewalk, the result is a two-span structure with two equal spans of approximately 55'-5" each.

The grade separation will have an anticipated width of approximately 80 feet and will provide for the two existing UPRR tracks as well as a future track and maintenance road similar to what our team provided on the Sunset Grade Separation. The structure will cross Hargrave Street at a slight skew of approximately five degrees.

Based on the anticipated span lengths provided above, two superstructure types have been identified as suitable for this structure and include rolled steel girders; and precast prestressed concrete adjacent box beam girders. The UPRR Grade Separation Guidelines Section 6.9.1 identify both of these structure types as being suitable for use but prefer the use of the rolled steel girders with steel plate deck. Once the geometry of the structure is finalized, a Type Selection Report will be prepared to evaluate each structure type and provide a recommendation.

Top-Down Method

The Top-Down construction method would use a secant pile style wall for the construction of the abutments. This abutment style would utilize two different pile sizes that would intersect each other with a smaller diameter unreinforced pile and a larger diameter reinforced pile making up the cantilevered abutments and adjacent walls that will support the existing track. The benefit of this style of abutment is that it can be constructed from the top down, resulting in little to no shoring being required for the construction of these abutments.

The construction of the bent could also be completed from the existing grade using a similar top-down method. For the bent construction a temporary shoring box around the limits of the bent cap and temporary steel casings that would extend to below the level of the top of the pile foundations will be used. Use of these elements would allow for the construction of the larger diameter concrete piles, concrete columns and concrete bent cap with limited excavation, and shoring adjacent to the active shoofly tracks.

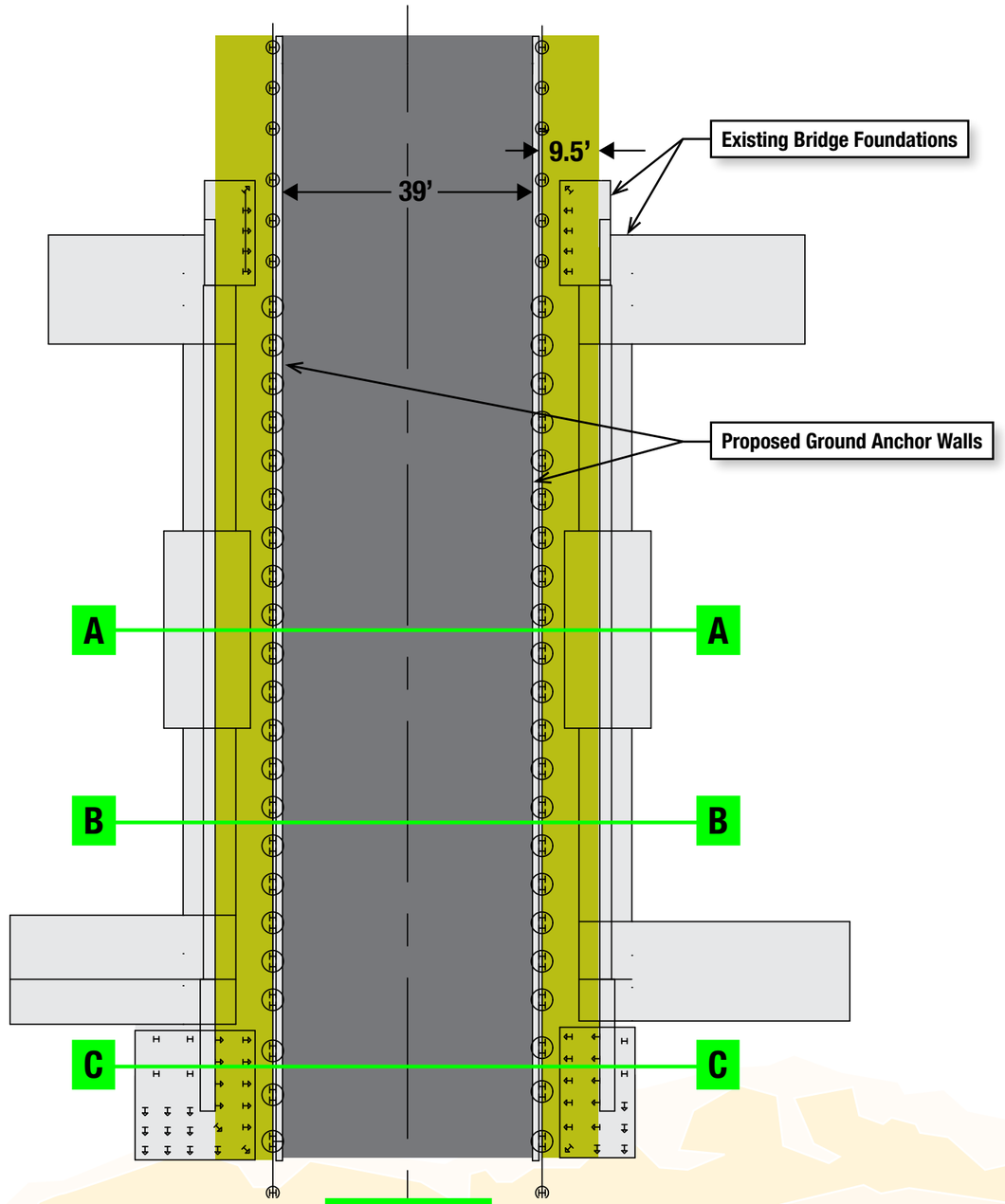
Once the bents and abutments are completed, the superstructure, with either rolled steel girder with steel deck plat or precast prestressed concrete girders could be placed. Once this is complete, the track can be reestablished back on its original alignment on the new structure. After the track is reopened on the structure then the excavation of Hargrave Street under the structure could begin.

This Top-Down construction method has the benefit to construct the bent and abutments without tall and expensive shoring directly adjacent to the active shoofly tracks.

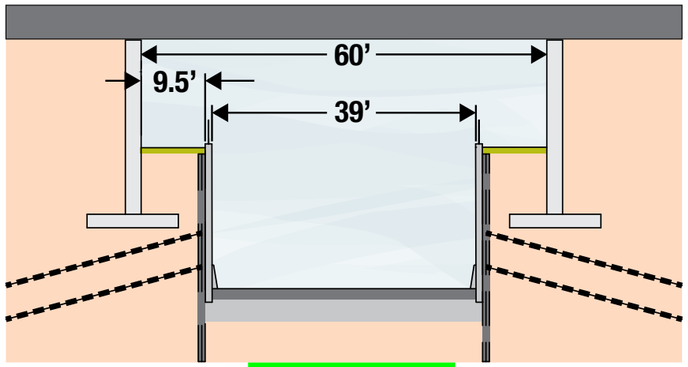
Retaining Walls

For retaining walls adjacent to the I-10 Undercrossing structure within Caltrans right-of-way, we generally anticipate a Caltrans style standard Type 1 Retaining Wall. For the large retaining walls to the south of the railroad bridge along Hargrave Street adjacent to existing development, we anticipate a similar secant pile wall configuration using top-down construction as described above for the railroad abutments. For shorter walls to the south, it is generally more cost-effective to go with Caltrans style Type 1 Retaining Walls or similar cast-in-place walls.

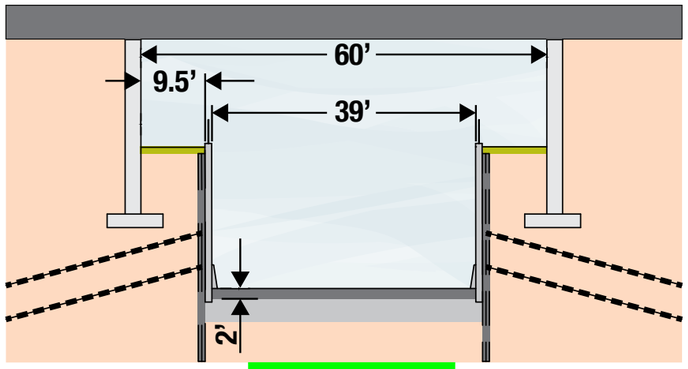
I-10 Undercrossing Structure



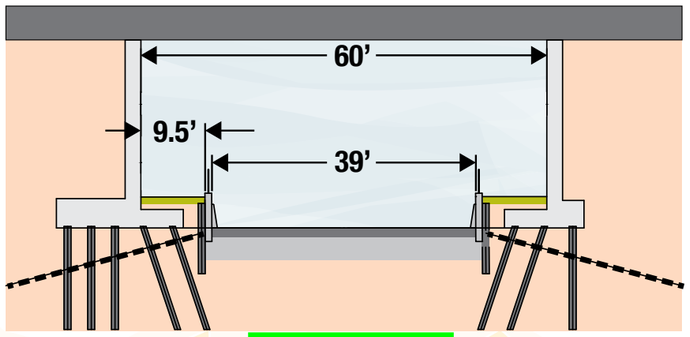
Plan View



Section A-A



Section B-B



Section C-C

Construction Staging

We will minimize community impacts and schedule delays—saving you money

The closure of Hargrave Street between the UPRR tracks and Lincoln Street has the potential to save approximately $20M and reduce the construction duration by 12 months.

The key to construction staging is to minimize impacts to residents and businesses while optimizing the ability for a contractor to accelerate construction since additional time has more impacts on the community, typically results in higher bids, as well as poses a higher risk for claims and change orders. At this time, residents are the larger concern (versus businesses) as the southeast side of the city is primarily single-family homes and the residents are outspoken. Many have relocated to the Pass Area to avoid heavy traffic and congestion, and generally oppose projects if they believe they will result in increased traffic.

Depending on timing, the planned developments in the airport redevelopment area and surrounding area could present an increased need to address significant truck traffic. This is also a concern of the residents in the area as they are sensitive to truck traffic cutting through their neighborhoods creating increased noise and pollution.

Given that there are multiple traffic rerouting options to the west of Hargrave Street, construction staging will likely be able to consider a closure of Hargrave Street between the UPRR tracks and Lincoln Street for an extended period of time. Our team's strategy will be to find the ideal balance for a street shutdown that minimizes impacts to the community while maximizing the contractor's efficiency to complete the work.

If a closure of Hargrave Street between the UPRR tracks and Lincoln Street is feasible, this will save the project approximately $20M and 12 months of construction duration.

If traffic forecast numbers come in higher than expected or if other concerns arise, such as response times for emergency vehicles through the adjacent detour routes, then a temporary detour road adjacent to Hargrave Street could be studied. This could be constructed just to the west of the excavation where the full property acquisitions are occurring. It would likely have additional impacts to properties, require a temporary grade crossing, and present challenges at the eastbound ramp intersection since the freeway bridge abutment is directly adjacent.

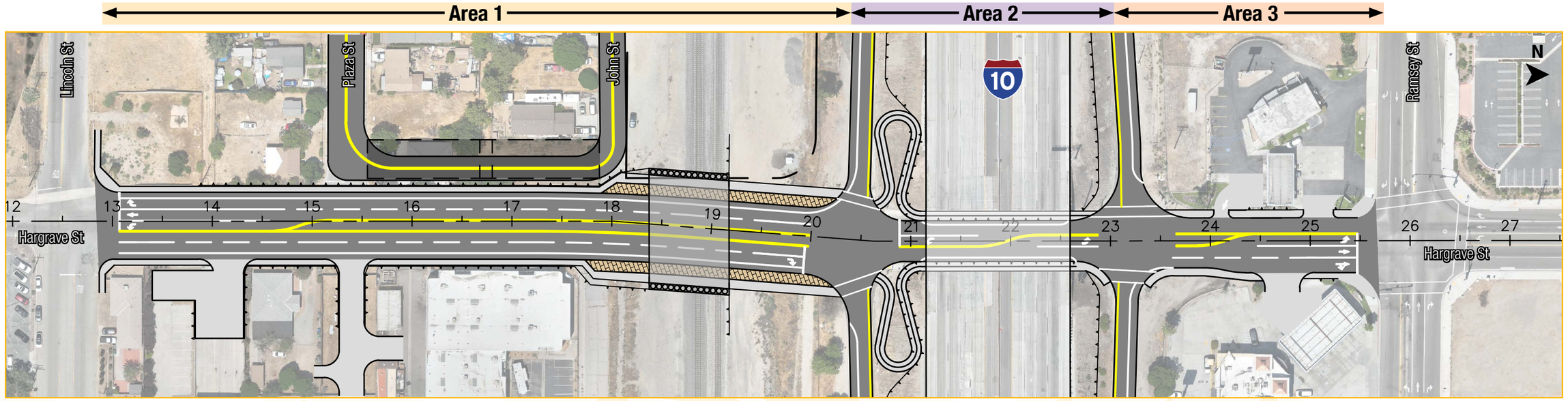
The work to the north at the interchange to lower Hargrave Street and the ramps will typically take less time than the work to the south that involves construction of the bridge, approach walls, and road lowering. For this reason, the interchange work can be overlapped with the south end work to minimize closures of both Hargrave Street and the interchange. Note that for the interchange work, the eastbound ramps can be closed first so the westbound ramps can remain open similar to how our team staged the Sunset Grade Separation. See Construction Staging exhibit on the following page which demonstrates the basic stages with timeline.

Construction Staging

Phase	Location	Year 1												Year 2												Year 3											
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
Phase 1	Area 1	2 Months	Property Demolition/Clearing																																		
Phase 2	All		8 Months	Utility Relocations (Assumes Option 2 Sewer Relocation to the west)																																		
Phase 3	Area 1						6 Months	Construct Shoofly Tracks																																
														HARGRAVE STREET CLOSURE = 15 MONTHS																									
Phase 4	Area 1													Close Hargrave Street South of I-10 Interchange = 10 Months																							
														9 Months									Bridge and Wall Construction South of I-10 Interchange														
Phase 5	Area 1																6 Months						Excavate and Construct Roadway South of I-10 Interchange														
																							UPRR Operations on New Bridge														
Phase 6	Area 2																			Close Eastbound I-10 Interchange Ramps																	
																				4 Months			Lower Eastbound Ramps														
Phase 7	Area 2																						Potential to Open Eastbound Ramps for Access to/from the South														
																				9 Months						Construct Walls Under Freeway and Lower Roadway											
Phase 8	Area 3																								Close Westbound I-10 Interchange Ramps												
																									4 Months				Finish Walls, Lower Westbound Ramps, Finish Hargrave Street Up to Ramsey Street									
																													Open Westbound I-10 Interchange Ramps								

= Task
= Construction Phase Duration
= Closure
= Open

TOTAL PROJECT CONSTRUCTION = 27 MONTHS



Aesthetics

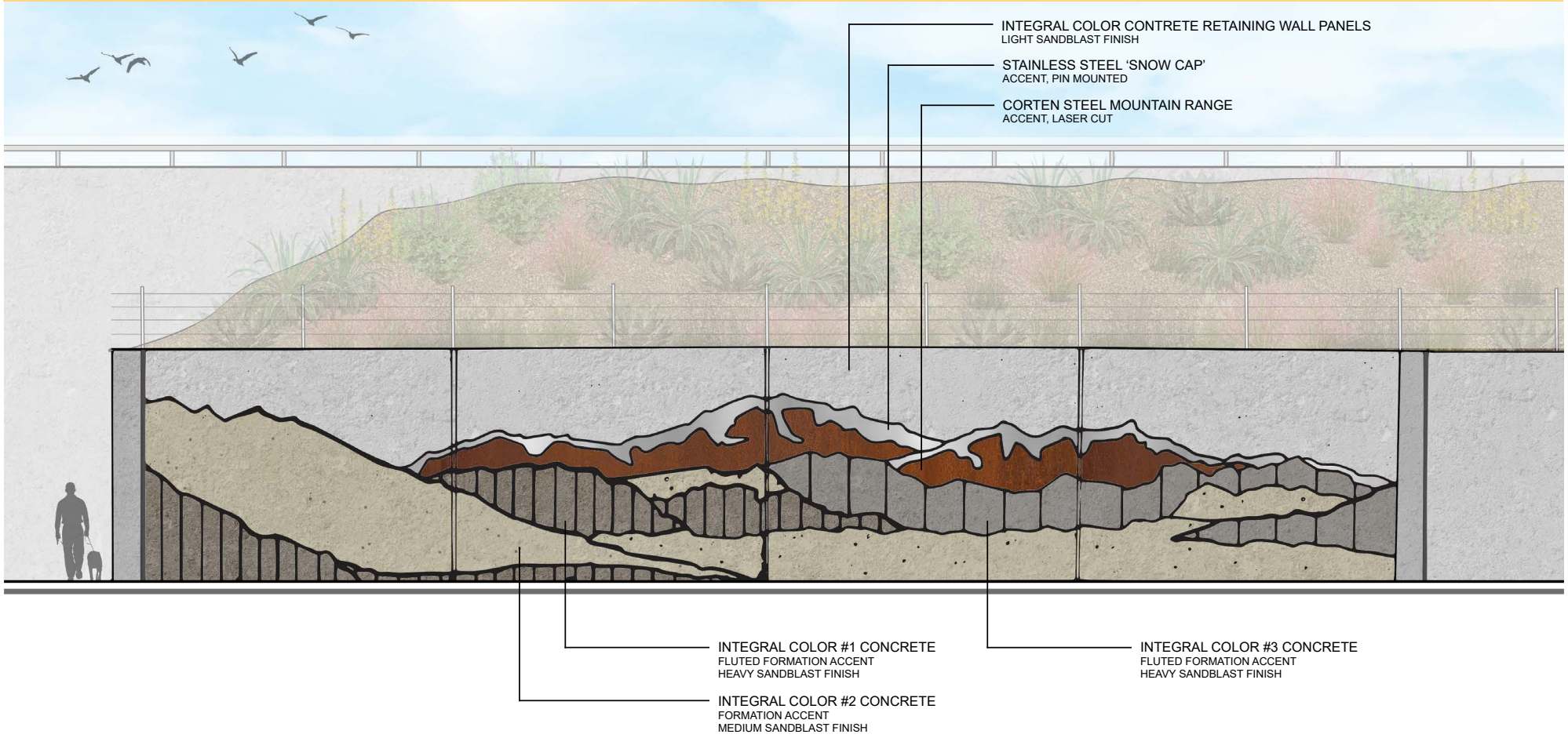
Our aesthetics will reflect Banning's scenic beauty, creating a memorable gateway to redevelopment.

Drawing inspiration from Banning's surrounding mountains and unique landscape, we will work closely with RCTC, the City, and community leaders to develop aesthetics that truly reflect the culture and spirit of Banning.

The Kimley-Horn team is excited to partner with the City in developing an aesthetic theme for the grade separation that truly captures the character and scenic beauty of Banning. Drawing from our successful approach to aesthetics on the Sunset Grade Separation, we will propose cost-effective features that instill a sense of pride in the community. This will greatly enhance the redevelopment area and its adjacent residential communities.

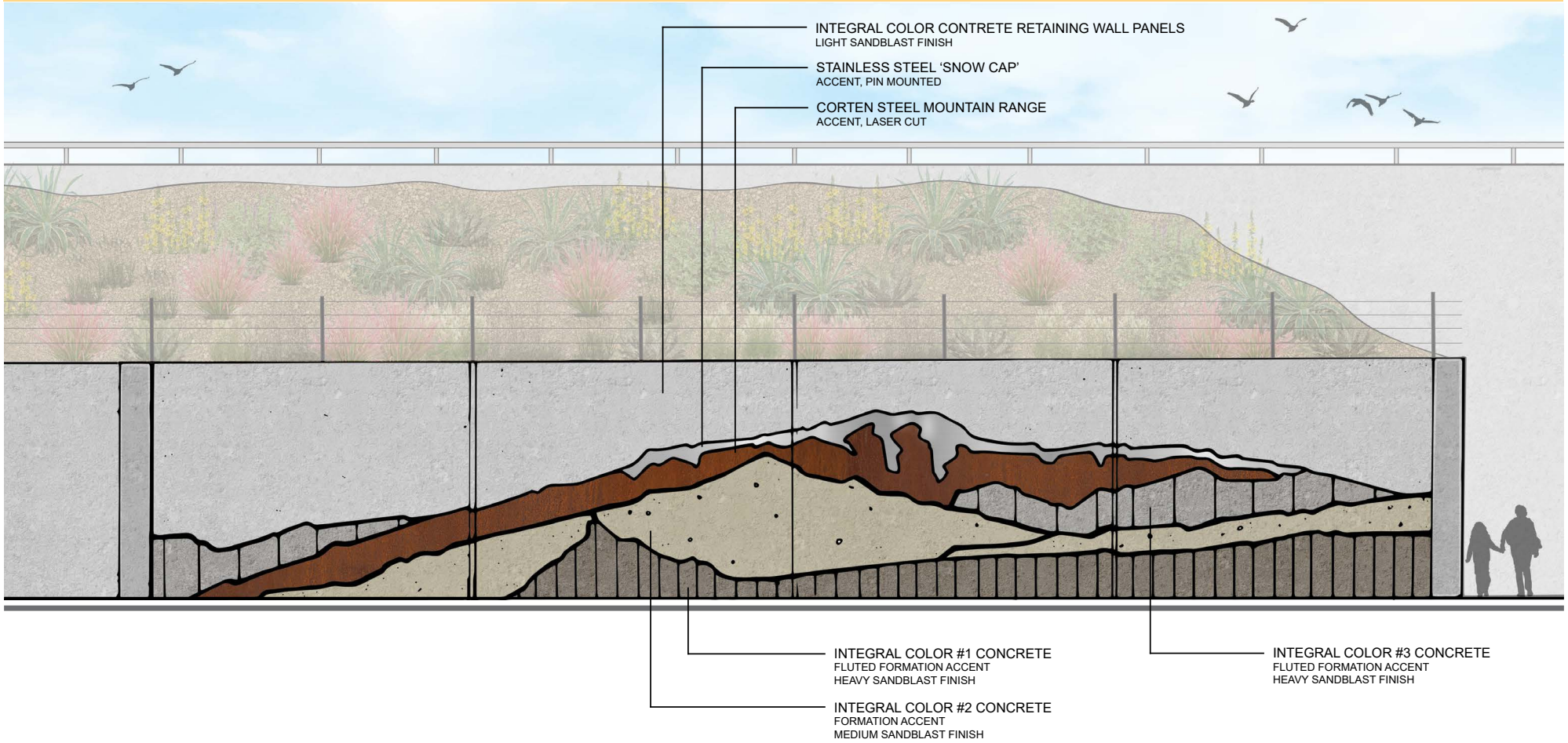
Situated in the heart of Banning, the Hargrave grade separation presents an opportunity to not only improve vehicular and pedestrian circulation, but also create a memorable experience for residents and visitors passing through this gateway. We have developed concepts on the following pages which showcase unique themes the City may consider incorporating into the grade separation retaining walls, railway barrier fencing, and pedestrian barrier fencing. Working closely with City staff, City Council, and the public, we are prepared to further develop these concepts or create new ones to create a welcoming and visually striking Gateway to Redevelopment, one that celebrates the City's rich heritage.

San Gorgonio Retaining Wall Theme – *Aesthetic Concept*



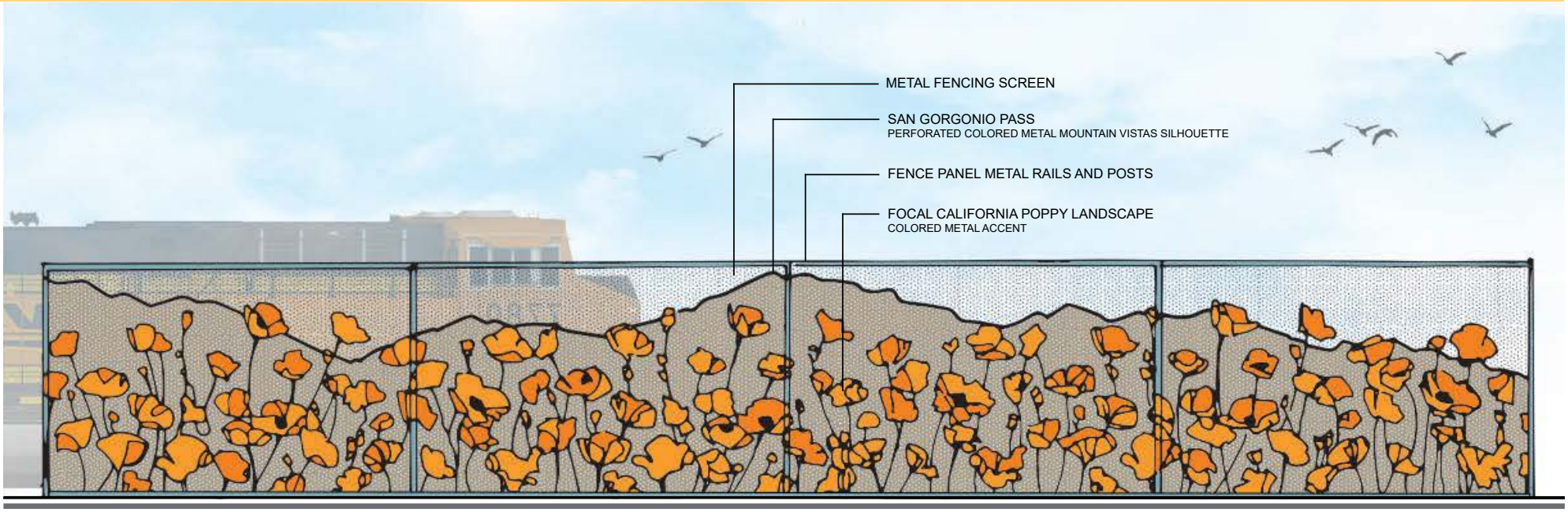
The City of Banning is situated in the picturesque San Gorgonio Pass between two significant mountain peaks, Mount San Gorgonio (to the north) and Mount San Jacinto (to the south). The aesthetic design features in this rendering showcases the snowcapped peaks of San Gorgonio Mountain, or Old Greyback, the highest peak in Southern California.

San Jacinto Retaining Wall Theme – *Aesthetic Concept*



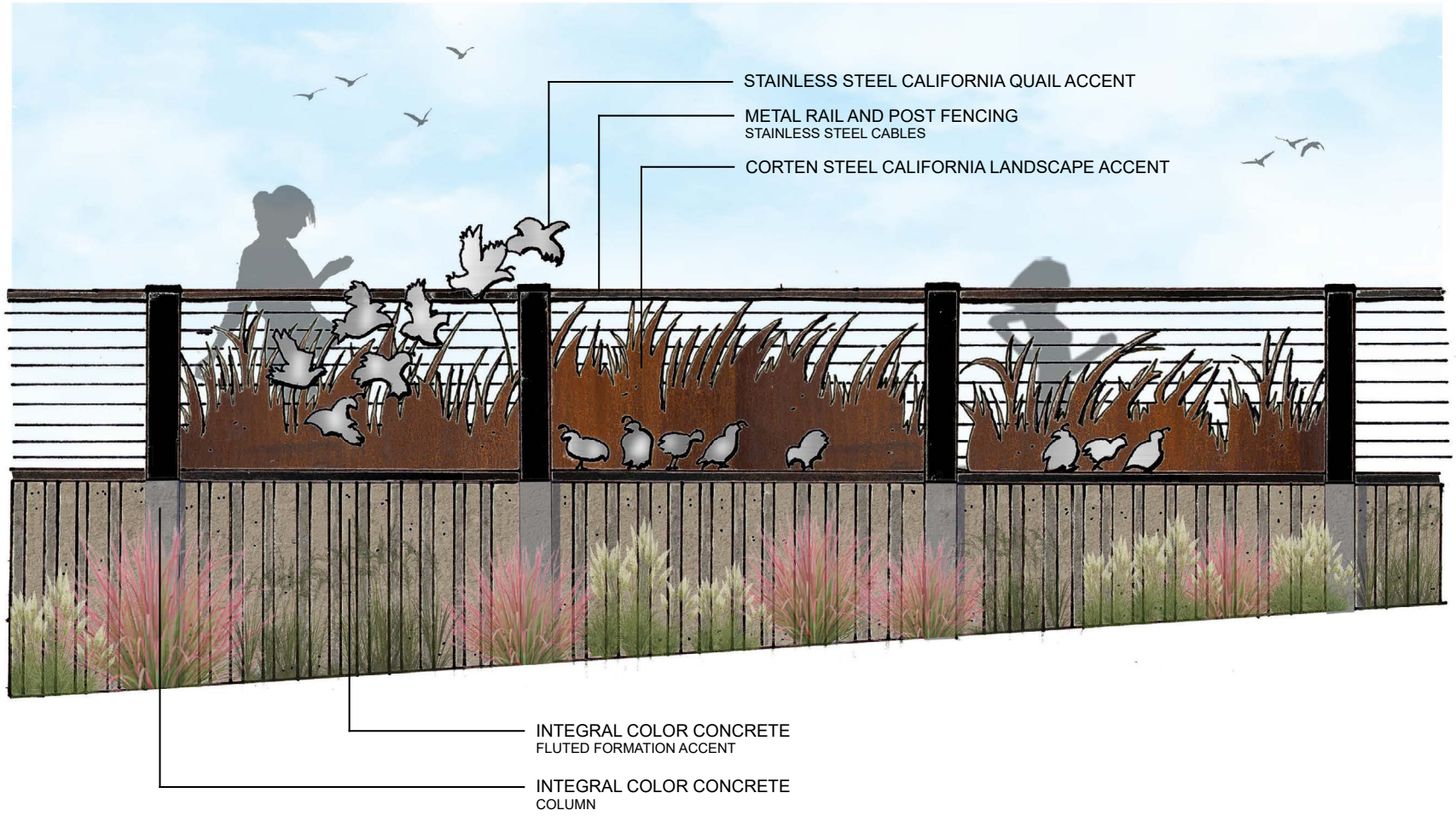
This rendering beautifully showcases the mountain and desert landscapes of San Jacinto Mountain, highlighting its topographical prominence. These aesthetic wall treatments enhance both grade separation retaining walls and can be appreciated by travelers in either direction—this is where the "sense of place" comes to life.

Railway Barrier Fencing – *Aesthetic Concept*



The foothills boast iconic California features, offering a glimpse into the California landscape. The aesthetic design in this rendering celebrates the California State Flower, the California Poppy.

Pedestrain Barrier Fencing – *Aesthetic Concept*



The aesthetic design in this rendering highlights the key natural and plant elements of the desert landscape, and the California State Bird, the California Quail, creating a serene and secure environment for pedestrians to enjoy.

Freeway Ramp Aesthetics



The aesthetic features of the Hargrave Grade Separation project are truly a celebration of the best aspects of Banning. They create a visually stunning display for both motorists and pedestrians passing through the gateway. Landscaping will play a vital role in seamlessly integrating the desert's drought-tolerant landscape into the project, with accent boulders inspired by the nearby foothills adding visual interest. This project will greatly enhance the community by honoring the area's unique setting, providing an attractive connection for vehicles and pedestrians, and celebrating the community's resilience and commitment to embracing new enhancements in the "City of Endless Opportunity".

Hargrave Street Rendering showing Aesthetic Opportunities



3. Environmental

Our NEPA approvals are efficient and quick

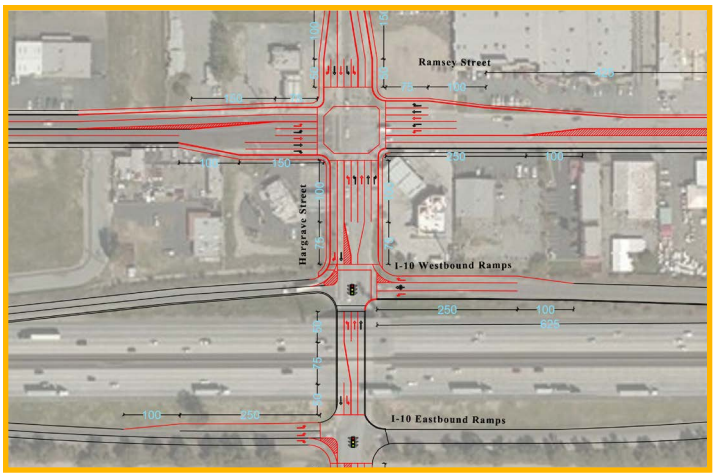
Our expertise in Caltrans and FRA-Led NEPA processes, along with deep knowledge of the project area, will help ensure efficient and quick NEPA approvals. We secured NEPA approvals for the Sunset Grade Separation in just six months. We also obtained NEPA approvals for the I-10 Bypass.

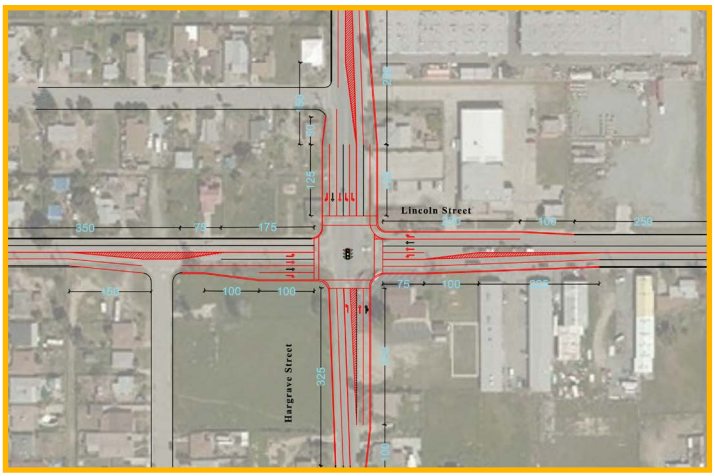
The Kimley-Horn team includes the same staff who have worked with the City on many projects in the past, and most recently obtained NEPA compliance for a Complex EA on the adjacent I-10 Bypass project. Our experience and deep knowledge of the project area will result in efficiencies and the ability to expedite the schedule.

This project is anticipated to be a Statutory Exemption (SE) under CEQA and a Categorical Exclusion (CE) under NEPA. The City will be the CEQA lead agency and will require our assistance in preparing a Notice of Exemption (NOE). As outlined in the RFP, the lead agency for NEPA will be Caltrans. As noted in Article 4, Subtask 2.1, of the Grant Agreement with the FRA, the lead agency for NEPA will be the FRA and they would determine appropriate class of action. Caltrans has jurisdiction over the impacted I-10 Freeway ramps and will need to approve work performed in their right-of-way regardless of the NEPA lead. The FRA may delegate the NEPA lead to Caltrans since they are already involved. This occurred on the Colton Crossing project for which our team member, LSA, led the environmental. The other possibility is that FRA is the NEPA lead and the City and the Kimley-Horn team complete all NEPA documentation consistent with FRA guidance. Our team would work with both Caltrans and FRA to prepare the technical documentation using a single acceptable format. We will help the City confirm the NEPA lead at the beginning of the project so the proper format and processing of environmental technical studies is known.

The following summarizes the primary environmental disciplines which will require technical studies and the approach our team will take.

Traffic Studies - Our teaming partner, LSA, has assisted the City with traffic analysis for previous general plan updates; helped update the traffic fee component of the City's Development Impact Fee (DIF) Program; and understands the General Plan Street System. LSA also helped the Kimley-Horn team with the traffic modeling for the redistribution of traffic on the I-10 Bypass project, which impacts traffic circulation along Hargrave Street. Our approach is to use this knowledge and extensive data to provide adjacent project coordination and make critical design decisions based on the temporary and ultimate traffic conditions planned for the area.



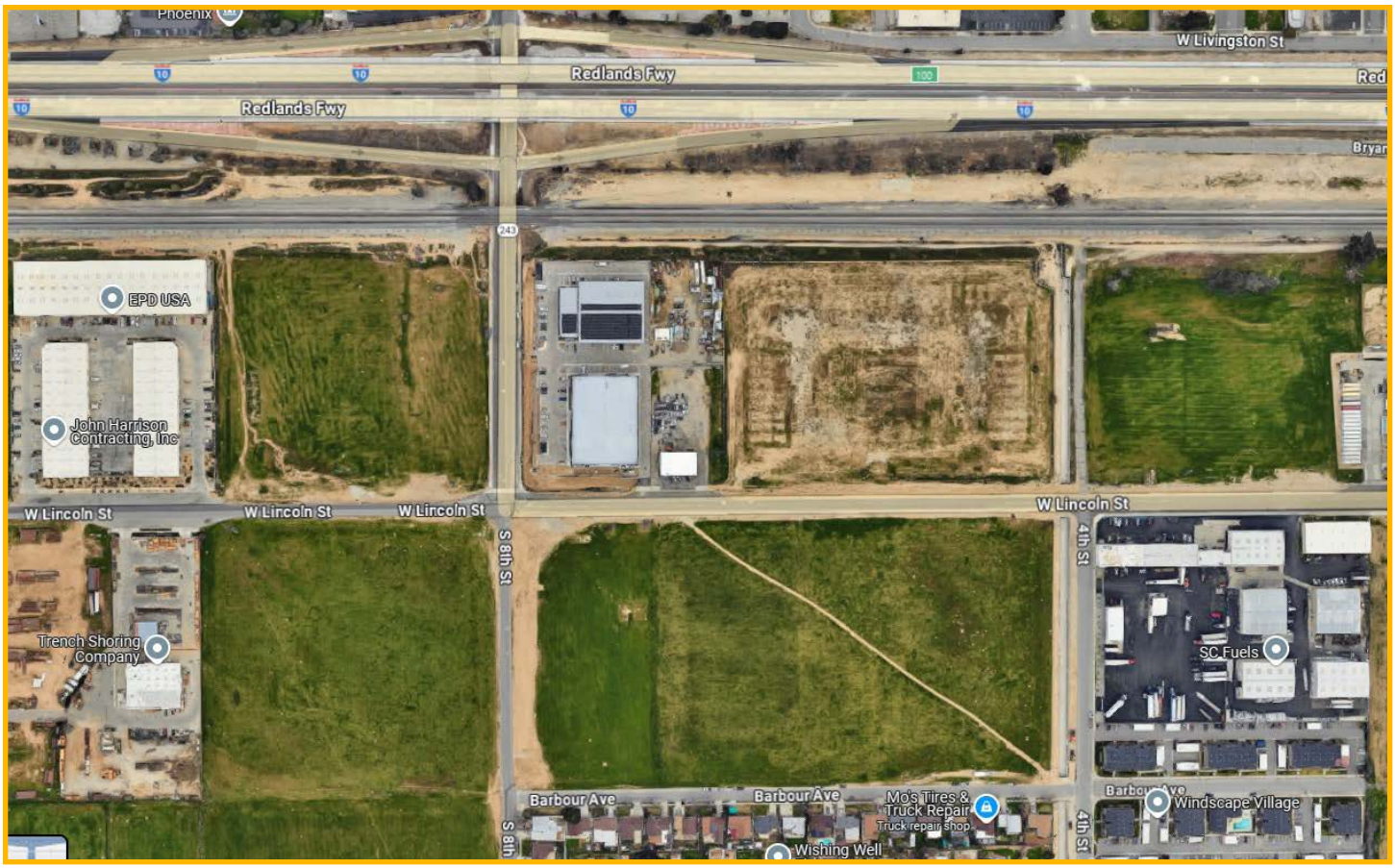


The information our team has on the project intersections, such as these for the Banning Fee Program, will present a cost savings and assure coordination with other City programs.

In addition, an effective Transportation Management Plan (TMP) is needed to address traffic conditions during construction. For detouring around the project area, local traffic not accessing the freeway can be routed to San Gorgonio Avenue. Traffic accessing the freeway can be routed to 8th Street. If peak hour volumes are excessive at 8th Street, the detour can be extended to 22nd Street or even alternate at Sunset Avenue. Our team already has a traffic analysis of these intersections as part of the I-10 Bypass studies and will just need to obtain new traffic counts for updates.

Understanding the unique situations in the City will result in better solutions and help reduce City staff efforts. Our team has history in the area and will serve as an extension of City staff. One example is the temporary detour route along Lincoln Street. The City is concerned about impacts to pavement along this route as well as assuring safe pedestrian access with the additional traffic and paths that high school students use near the intersection with 8th Street.

Our team's knowledge of the area will help reduce City staff time as we will truly serve as an extension of your staff.



Safety and pavement condition are concerns for detour routes. This aerial photo shows the trail used by High School students between Barbour Avenue and Lincoln Street for access to the other side of I-10. Our team will propose project features to assure pedestrian safety as part of the TMP.

Cultural Studies - We will provide a routine Historic Property Survey Report (PSR) including an ASR, HRER, Native American Consultation, and associated documentation of coordination efforts pursuant to AB 52. Due to the deep excavations, there is a potential for paleontological impacts. To address this, we will provide a Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER).

Biological Studies - While the project site is located within the Western Riverside Multi Species Habitat Conservation Plan (WR-MSHCP), based on our experience in this area and review of the WR-MSHCP, there is a concern for riverine/riparian habitat and downstream impacts in the Coachella Valley MSHCP related to sediment transport.

The drainage area that flows to the east along John Street/UPRR and then to the south into Smith Creek was studied extensively for our I-10 Bypass project. Additionally, our latest understanding of the airport redevelopment area as well as the Morongo Section 12 (west) development is that this natural channel through the respective properties will be maintained/protected.

We will minimize impacts to this drainage with the Hargrave Grade Separation and point out the primary source of flow which is the Ramsey Street Storm Drain. The objective is to show the wildlife agencies that the Hargrave Grade Separation will not result in impacts to sediment transport along this drainage based on the relatively minimal runoff contributing to this drainage from the project area (i.e. the majority is coming from the Ramsey Street Storm Drain).

There is the potential for the presence of habitat for burrowing owl (*Athene cunicularia*), Marvin's onion (*Allium marvinii*) and many-stemmed dudleya (*Dudleya multicaulis*) due to project's proximity to survey areas identified in the MSHCP. Early coordination with the Western Riverside Regional Conservation Authority (RCA) and the resource/regulatory agencies will confirm the level of analysis to be completed to demonstrate compliance with the MSHCP and identify appropriate mitigation, if required.



Our team has useful information on this drainage area that flows east and then south into Smith Creek.

Air Quality - As an exempt project we generally anticipate planning the benefits to air quality as it relates to removal of a grade crossing and associated idling traffic. Additionally, the project is exempt from conformity under 40 CFR 93.126 (Railroad/ Highway Crossing) as a grade separation that does not change the number of through lanes and does not change the channelization or signalization status of intersections at either end. Kimley-Horn will develop an air quality report consistent with the Caltrans SER to analyze the project's construction and operational air quality impacts and document that the project is exempt from federal conformity.

Noise and Vibration - Sensitive noise receptors generally exist in the southwest quadrant residential area. If the temporary shoofly tracks are constructed to the south of the mainline tracks closer to the residential area, there is a high likelihood that the noise threshold limits will be exceeded. This could result in a temporary noise wall that will likely be an attractive permanent feature by the local residents.

Our concept puts the shoofly tracks on the north side of the mainline tracks and will avoid noise and vibration impacts to the residents. This will also prevent the need for temporary or permanent sound walls.

The proposed project is considered a Type I project according to 23 CFR 772 and the Caltrans Noise Protocol because the grade separation consists of a vertical alteration. Therefore, a Noise Study Report following the Caltrans SER will be required. Kimley-Horn will prepare a work plan and coordinate with Caltrans District 8 noise staff to ensure the noise measurement locations and modeling assumptions are acceptable and to streamline the review process.

Hazardous Materials - The Kimley-Horn team will conduct a routine Initial Site Assessment (ISA) for the project area. Potential concerns are leaky underground storage tank (LUST) sites associated with the gas stations to the north as well as typical hazardous materials found within railroad right-of-way. The ISA will evaluate the potential for impacts to the project area from users along Hargrave Street and the rail corridor. Our team documented similar sites within the area as part of the I-10 bypass project.

Water Quality - The project area is contained entirely within the Whitewater River Watershed, which is part of the Colorado River Basin, with the nearest receiving waters being Smith Creek. Our team is familiar with the requirements of this watershed through our recent environmental work on the I-10 Bypass project, which showed that there are no existing or proposed Total Maximum Daily Loads (TMDLs) for any of the receiving waters within the project area.

Compliance with the Municipal Separate Storm Sewer Systems (MS4) Permit will be a dual process. Caltrans will require a Stormwater Data Report (SWDR) to comply with the MS4 Permit for work within their right-of-way. For the City portion, compliance with the Whitewater River Watershed MS4, a Water Quality Management Plan (WQMP) is required for Priority Development Projects. Since the grade separation project does not fit within one of the seven categories established in the guidance, a WQMP is technically not required; however, the MS4 Permit does require the project implement BMPs to the Maximum Extend Practical (MEP). Additionally, a Water Quality Assessment Report (WQAR) that follows the Caltrans December 2022 Water Quality Assessment Report Content and Recommended Format is proposed for work within the Caltrans right-of-way to support the DEER.

Based on the constrained project site, we will not be able to implement infiltration or larger scale bio-treatment. Instead, we will consider proprietary devices within Hargrave Street that treat pollutants from the paved surfaces (such as a Filterra system). We also anticipate providing measures to prevent erosion, such as rip-rap or rock slope protection, grading, and lined ditches/channels where appropriate. All of these features will be discussed with City staff to confirm the ability to provide maintenance.

4. Right-of-Way

Our ROW experts ensure compliance and secure certification

Our team successfully processed right-of-way needs for 14 grade separations projects including the Sunset GS. One of our team members is a former Caltrans HQ Chief of Real Estate and will help ensure overall compliance and secure the right-of-way certification.

Our team has a thorough and in depth understanding of the right-of-way elements for the project. These can be divided into different categories with our approach and implementation for each described below. For all right-of-way processing, we are keenly aware and familiar with the requirements for Caltrans Right-of-Way Certification which is a prerequisite to construction contract advertising and award.

The following describes our approach to each impacted property. The proposed features described are also shown on the Opportunities and Constraints exhibit provided in the Roadway Design section.

Commercial Properties

There are four impacted commercial properties. This includes the two gas stations (Arco, Mobil) with convenience stores at the intersection of Ramsey Street and Hargrave Street. The Mobil service station appears to be undergoing a rebranding. This site also has a Churches Chicken restaurant associated with its operation. Additionally impacted are the Banning Industrial Park and Valley Food Service properties.

Among the most challenging parcels is the Arco station on the southwest corner of Hargrave Street and Ramsey Street. The challenge is the profile grade versus the existing driveway and the directly adjacent fuel pumps. This leaves very little room for grade changes associated with the lowering of Hargrave Street. Rest assured that a concerted effort will be made to limit the interruption to business operations during and subsequent to construction, as well as limit the potential for a Loss of Business Goodwill claim – which in California is quite common. Communication and coordination with the owner/operator will take place to confirm petroleum and sundry delivery schedules to the site with the goal of maintaining a “window” providing maximum ingress/egress during construction.

Based upon site visits and accurate 3D data obtained by a drone scan flyover, we have determined that narrowing the southerly Arco station driveway on Hargrave Street will result in the ability to maintain outbound vehicular circulation and thereby minimize severance damages to the parcel. The driveway design will also enable continued usage of all existing fuel dispensers. Integrated in the design for this parcel will be improved circulation patterns around the primary building to assist with fuel delivery truck movements and vehicle movements in general. Designing and demonstrating a reconfiguration that works puts the City in a position that minimizes exposure for claims associated with Business Interruption, severance damages, and the aforementioned Loss of Business Goodwill.

The Mobile station on the east side of Hargrave Street has more room and the driveways can be reprofiled and lowered with adequate space to slope to the fuel dispensers. This property is similar to the Chevron station on the Sunset Grade Separation with respect to required grade changes adjacent to the fuel pumps.

The Banning Industrial Park also presents challenges due to the building located directly adjacent to the proposed retaining walls and a commercial driveway with truck loading dock roll up doors at 90 degrees to the subject driveway. The design concept we discussed with the City includes protecting the existing building with construction of a secant pile wall and shifting access to the south to be shared with Valley Food Service

and a residential property. This design solution maintains direct access to Hargrave Street and incorporates a reciprocal easement between the users of the maintained driveway which is quite common with a shared ingress/egress point.

Our initial approach is to investigate the potential for the airport redevelopment limits to extend and include this complex. If it does, there could be a cost savings with the building removed prior to construction of the project. If this does not occur, we will meet with the three property owners to explain how common use, security, and maintenance of the shared driveway will be accomplished. All information learned from property owners and/or tenants will be considered and evaluated as a means to optimize design and efficiency.

Our team uses 3D perspectives to show property owners what the final condition will look like. This visualization typically has a positive impact and helps with negotiations.

Modifications for the Valley Food Service property include the new shared access agreement for its existing northerly driveway and design of the existing southerly driveway apron which will align to the new gradient of Hargrave Street.

Residential Properties

All impacted residential properties are south of the UPRR railroad right-of-way. Four properties are impacted on the west side of Hargrave Street and two on the east side. Both of the east side properties are adjacent northerly and southerly to the Valley Food Service property. The one to the north will need the changed access that will be shared with Valley Food Service and Banning Industrial Park as previously described. The second property is on the northeast corner of Hargrave Street and Lincoln Street and will require partial acquisition to accommodate the widened road, and a temporary construction easement to construct the project.

Two single family residential properties on the west side of Hargrave Street will require full acquisition to connect John Street with Plaza Street. We understand that the City is already advancing one of those acquisitions on the vacant lot. The other will require valuation and acquisition along with a State required Relocation Plan addressing the details and accommodations as it pertains to the displacement of the residential occupant. State and Federal regulation required relocation advisory services and assistance will be administered to the displaced occupant(s), as appropriate.

The remaining two properties on the west side of Hargrave Street closest to Lincoln Street will require partial right-of-way acquisitions to accommodate the widening of Hargrave Steet, and a temporary construction easement to accommodate construction of the project.

Caltrans Right-of-Way

The approach with Caltrans (District 8) right-of-way is to keep the ramp improvements within the existing State right-of-way and thereby have no acquisitions – permanent or temporary. Similar to the Sunset Grade Separation, we have determined that there exists adequate space to construct the project. As a result, the request of Caltrans is that an encroachment permit be issued at the end of the DEER process to address temporary access for construction. Any permanent or temporary right-of-way acquisition involving Caltrans on- or off-system land has the potential to “kick” the project out of the DEER process. There are a host of reasons, the least of which is extended time and uncertainty that is introduced if this were to occur. Accordingly, the project design parameters and limits will avoid this pitfall.

UPRR Right-of-Way

Similar to the approach with Caltrans right-of-way, there should be no acquisition of UPRR right-of-way. The established relationships our team has with UPRR personnel in Operations, Real Estate, Maintenance, etc. will serve to expedite all necessary measures (flagging, coordination, design approval, etc.) that will need to take place. The new grade separation crossing of UPRR right-of-way is addressed with agreements, typically in the form of a Maintenance and Operations Agreement. It is anticipated that retaining wall touchdown points and footings will be designed and accepted by UPRR and ultimately referenced and memorialized in said agreement(s). If the UPRR wishes to address matters differently, we have ample experience in these dealings and will endeavor to provide the least costly, most time efficient, and prudent manner in accommodating the UPRR.

City Street Right-of-Way

The right-of-way for the widened Hargrave Street will be obtained through the acquisition of permanent roadway easements as indicated for the properties previously mentioned. A new roadway and utility easement will be needed for the new connector road between John Street and Plaza Street. Our team will work closely with the City to assist with incorporating the newly constructed road into the City's system of roads as well as provide recorded instruments (rights) to utility companies that have been relocated as part of the project. In addition, our team is experienced with municipal street vacations and will coordinate closely with the City so that an official and proper vacation of a portion of John Street, east of Hargrave Street up to the newly constructed John Street, is carried out efficiently – if it is determined to be the most appropriate course of action.

5. Coordination, Agreements & Permits

Caltrans Approvals

We are well-versed in Caltrans' new process

Our team's unmatched knowledge of Caltrans' new DEER process and strong relationships with District 8 staff will help us maintain the scope and stay ahead of schedule.

For approvals within Caltrans right-of-way, we anticipate the new Design Engineering Evaluation Report (DEER) process. This replaced the previous Permit Engineering Evaluation Report (PEER) process which we implemented on the Sunset Grade Separation. ***The Kimley-Horn team is one of the first in the state to implement the newer DEER process and we are currently implementing this process on four other projects in Southern California. We also led Caltrans approvals for the McKinley Grade Separation with Caltrans District 8 and the Fullerton Grade Separation with Caltrans District 7.*** The key to our strategy is keeping within the DEER process to prevent the project from being put into full oversight. This is determined through the DEER Checklist. The Hargrave Grade Separation will have no problems maintaining the first five criteria in the checklist. The challenge will be item no. 6 for the walls under I-10 that cannot be designed per Caltrans Standard Plans. The similar tie-back walls that our team designed for the Sunset Grade Separation were able to remain under the PEER process at that time. Our team had a similar situation come up recently with the DEER process on another project and were able to obtain an exception from Caltrans Headquarters. We will discuss this issue early in the process with Caltrans and point out the similar exceptions they have given on other projects. ***Our knowledge of the new process, and similar situations we have successfully navigated through with District 8 staff, will lead to a solution that maintains the planned scope and schedule of the project.***

Design Engineering Evaluation Report Application Checklist				
No.	**Criteria (as it pertains to Hargrave GS)**	**True**	**False**	**Notes**
1	Maintain Environmental SE/CE	✓		Only provide features needed for grade separation
2	Single Build Alternative	✓		Required for SE/CE
3	No CTC Action	✓		No impacts to mainline I-10
4	No Caltrans R/W Conveyance	✓		Keep lowered ramps within existing right-of-way
5	No FHWA Approvals	✓		Maintain existing access points to I-10
6	No Structures that are not per Caltrans Standard Plans		✓	Walls under I-10 for Hargrave lowering
Risk: being kicked out of the DEER process based on Item No. 6.				
Solution: Leverage our experience and knowledge of the new DEER process to obtain an exception and remain on schedule. Coordinate this with Caltrans early during the Concept Development stage and emphasize schedule constraints and project benefits, similar to our successful approach on the Sunset Grade Separation.				

FRA Approvals

We will streamline the FRA approval process

We achieved FRA approvals in under six months for a local project, leveraging our trusted relationships with FRA and the expertise of a former FRA staff member who is now on our team. This experience and our relationships will streamline the FRA approval process.

The Kimley-Horn team routinely processes projects through the FRA for approvals; we know their process and expectations. This involves grant funding compliance as well as NEPA Compliance if led by the FRA. NEPA compliance for a Categorical Exclusion (CE) with the FRA requires environmental technical study approvals similar to what Caltrans requires when they take the lead on NEPA as delegated from FHWA.

UPRR and CPUC Approvals

Results-driven approach to negotiations with UPRR and CPUC

We successfully negotiated with UPRR on the Sunset Grade Separation and are currently obtaining UPRR and CPUC approvals on four Metrolink projects including six grade crossings, two new grade separations, and over six miles of new double tracking. This approach will prove equally beneficial for Hargrave.

Our team routinely provides coordination with UPRR for approvals using a proven approach. We work through Nick Vineyard, the UPRR Area Manager, to obtain design approvals and other necessary coordination. Nick will provide comments and obtain input from his groups in Omaha including track, grading/drainage, structures and utilities/right-of-way. Our team already has insights of the types of comments and timeline from UPRR based on our recent work on our Metrolink projects and the ACE Fullerton Grade Separation currently in construction—this is part of Kimley-Horn's core practice which will assure coordination with design disciplines and maintain urgency.

Examples of Kimley-Horn team's current and past UPRR approvals:

1. **Metrolink Simi Double Tracking (Nick Vineyard)** – shared corridor with UPRR right-of-way for one track, five grade crossings, UPRR siding, industry spur track, and shared right-of-way at station platform.
2. **Fullerton Grade Separation (Nick Vineyard)** – raise UPRR double mainline tracks 8.5 feet, provide double mainline shoofly tracks.
3. **Sunset Grade Separation (Kenneth Tom)** – raise UPRR double mainline tracks 2.5 feet, provide double mainline shoofly tracks.

Similarly, our core staff routinely coordinates with the CPUC for similar GO88-B approvals which will be required for the Hargrave Grade Separation. In the project area, this involves Utilities Engineer, Sergio Licon. ***Our team has prepared five GO88-B applications for nearby projects in just the last 12 months.*** We will bring the CPUC in early with the virtual diagnostic meeting and then followed by the formal field diagnostic meeting. Through our Metrolink work, we have developed a process to obtain "informal" input from the CPUC on the GO-88B documents before the formal submittal which occurs later in the schedule so that the approval window does not expire. This informal input assures no delays in the process when approaching the Commission meeting date.

Community Engagement

We care about this community and have a deep understanding of their needs

As part of the I-10 Bypass, our team has worked closely with the communities in the project area—we know their concerns and priorities many of which are related to Hargrave. We will lead workshops to share project information and gather input to build consensus and support for the project.

With all of the projects in the southeast side of the city, it will be key to properly educate the community and understand them.

Our team has engaged with City Council and the public about the Hargrave Grade Separation and understand that the project generally has support. Public outreach will still require a careful approach to maintain this support. There are currently many concerns about how the southeast side of the city will redevelop and how all of the supporting transportation projects will all fit in. The stakeholders, including landowners and developers involved with redevelopment, as well as emergency services and the school district are also concerned for how this will come together for proper access and timing.

The approach that has worked effectively for the residents and stakeholders in this area is to hold workshops where the team can educate the public about the project and gain input. This is where technical information on the project is shown along with schedule and potential impacts. Just as important will be reporting the latest on the adjacent developments and transportation projects with their timing and how they will be effectively coordinated to reduce impacts to the community.

Another focus area is making sure the media has the right information to properly educate the community through their outlets. Our team worked closely with David Heiss when he was with the Record Gazette to make sure he had accurate information about the I-10 Bypass. This can now be done with Editors Hector Hernandez and Kristy Loufek of the Record Gazette. Other media outlets can follow a similar process.

Our Project Manager, Darren Adrian, is native to the Pass Area and is able to connect with the residents and stakeholders as he is not viewed as an outsider. This proved useful on the I-10 Bypass project when coordinating with the community in the southeast side of the city. Darren was able to gain the trust of local residents and landowners that were initially negative towards the project.

Public Comments/Concerns

- Hargrave Street at-grade Railroad Crossing
- Truck Traffic
- Cut-through Traffic
- Existing Pavement Conditions



Funding Support

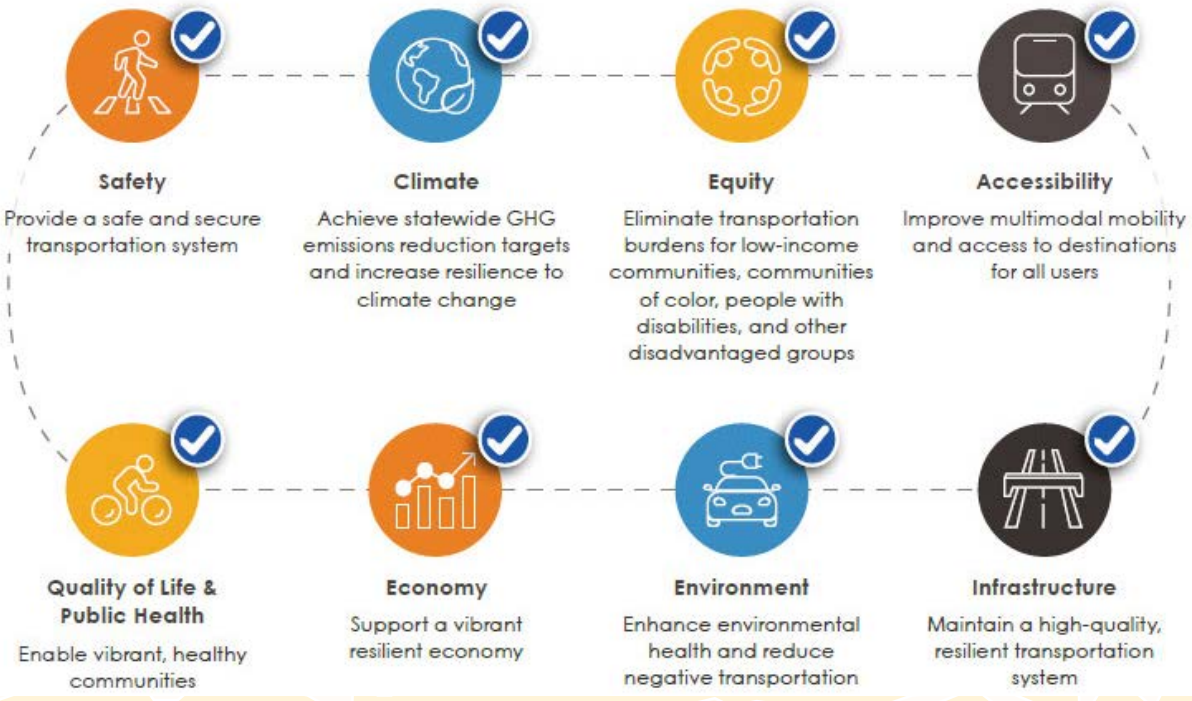
We are experienced in all levels of funding—our projects get built

Whether through local, state, or federal funding, our team already has an abundance of information to support funding applications for construction.

As a full-service national firm, we are involved with local, state, and federal funding programs. In addition, we have added a funding specialist with Avant-Garde, who focusses on applying for and processing grant and funding applications for large transportation projects. Avant-Garde specializes in working with smaller municipalities, such as Banning, to seek funding, and once received, manage compliance. In addition, Avant-Garde's staff works closely with Kimley-Horn as staff members have worked together for over 25 years. This relationship increases chances for success as the project needs and technical features are coordinated with the design team to attract funding.

Our team has all levels of funding covered. For local funds, Kimley-Horn is certainly familiar with the WRCOG TUMF program as we wrote the TUMF Credit and Reimbursement Manual and will use this knowledge to assure reimbursement is maximized in the program. The Kimley-Horn team has also remained close to the various City programs, including efforts to set up a funding district in the area.

State and federal funding are the larger sources, and our team is uniquely positioned. The Kimley-Horn team recently assisted the County with RAISE grant applications for the I-10 Bypass. This required pulling multiple sources of data to show the area's disadvantaged community, diversity, transportation deficiencies, safety concerns, and relevant future projects. It also included focusing in on project elements and features that attract funding. Our team led a similar effort for Morongo for their interchange improvements, also addressing key elements of climate action. These efforts will provide our team with the information and approach necessary to seek construction funds for the Hargrave Grade Separation.



Caltrans' climate action principles are key elements for attracting larger funding sources, and the east side of Banning shows very well for accomplishing all of these. Our team has this information from our other efforts in this area and will use it to obtain construction funding for the project.

One of the key elements for success with funding is garnering support from key stakeholders. Our team has the relationships and approach to obtain support from Morongo, the County, CHP, fire department, the Community of Cabazon, local businesses, and others. Our team even helped the previous District 5 Supervisor Hewitt with uniting the Pass Area to attract funding for major transportation projects as part of the Pass Area Mobility Projects effort. We recently helped engage Supervisor Gutierrez on projects in the Pass Area. Our team will implement all of these elements to obtain construction funding. As with many other elements of the project, we will truly act as an extension of City staff with these efforts.

Our team brings distinct advantages for managing existing funding sources and obtaining construction funding:

- Our team will maximize TUMF reimbursement as we wrote the TUMF Credit and Reimbursement Manual
- Our team will assist with FRA grant compliance and seeking additional funds using our previous FRA staff that oversaw the funding and compliance program
- Our team is familiar with TIRCP and the future plans for the Coachella Rail Line through this area and will assist with funding compliance and other coordination efforts
- We have recently applied for RAISE grant funding in this area and have all of the relevant data needed for the Hargrave Grade Separation
- We have proven relationships that will help with key stakeholder support, such as Morongo, the County, CHP, fire department, the Community of Cabazon, and local businesses
- We have necessary elements of the bigger picture as we assisted the County Supervisor to unite the Pass Area and attract funding

Pass Area Mobility Projects



LEGEND

1. Oak Hills Parkway/East Road (New City Road)
2. I-10/Wildwood Canyon Road Interchange (New)
3. I-10/County Line Road Interchange (Improvement)
4. Roberts Road Extension (New City Road)
5. I-10/Calimesa Boulevard - Sandalwood Drive Interchange (Improvement)
6. I-10/Singleton Road Interchange (Improvement)
7. I-10/Cherry Valley Boulevard Interchange (Improvement)
8. SR 60/Portrero Blvd Interchange (New)
9. I-10/Oak Valley Parkway Interchange (Improvement)
10. I-10/SR 60 Interchange (Improvement)
11. Pennsylvania Avenue Widening (1st St. to 6th St.)/Railroad Grade Separation
12. I-10/Pennsylvania Avenue Interchange (Improvement)
13. I-10/Highland Springs Avenue Interchange (Improvement)
14. Sun Lakes Boulevard Extension (New City Road)
15. Coachella Valley-San Gorgonio Pass Rail Corridor (Potential Location)
16. I-10/Hargrave Street Railroad Grade Separation
17. I-10/Cottonwood Avenue Interchange (New)
18. I-10 Bypass (New County Road)
19. I-10/Morongo Parkway Interchange (New)
20. I-10/Main St. Interchange (Improvement)
21. I-10/Truck Scales Relocation

RCTC RIVERSIDE COUNTY TRANSPORTATION COMMISSION
Caltrans

October 6, 2022

Scope of Work

Our team has reviewed the Scope of Work contained in the RFP and supplemented as requested. The following contains the complete list of tasks with a brief description of our proposed edits. Proposed edits include additional language to define items or better clarify what we intend and have based our fee upon. Items not included in the RFP scope but believed to be necessary, or potential to be necessary, are indicated as optional. For City convenience, we have included a complete redline version of these edits to the RFP scope of work in the Appendix of this proposal.

Our team has provided redline mode edits to the scope of work to help expedite completion of the agreement.

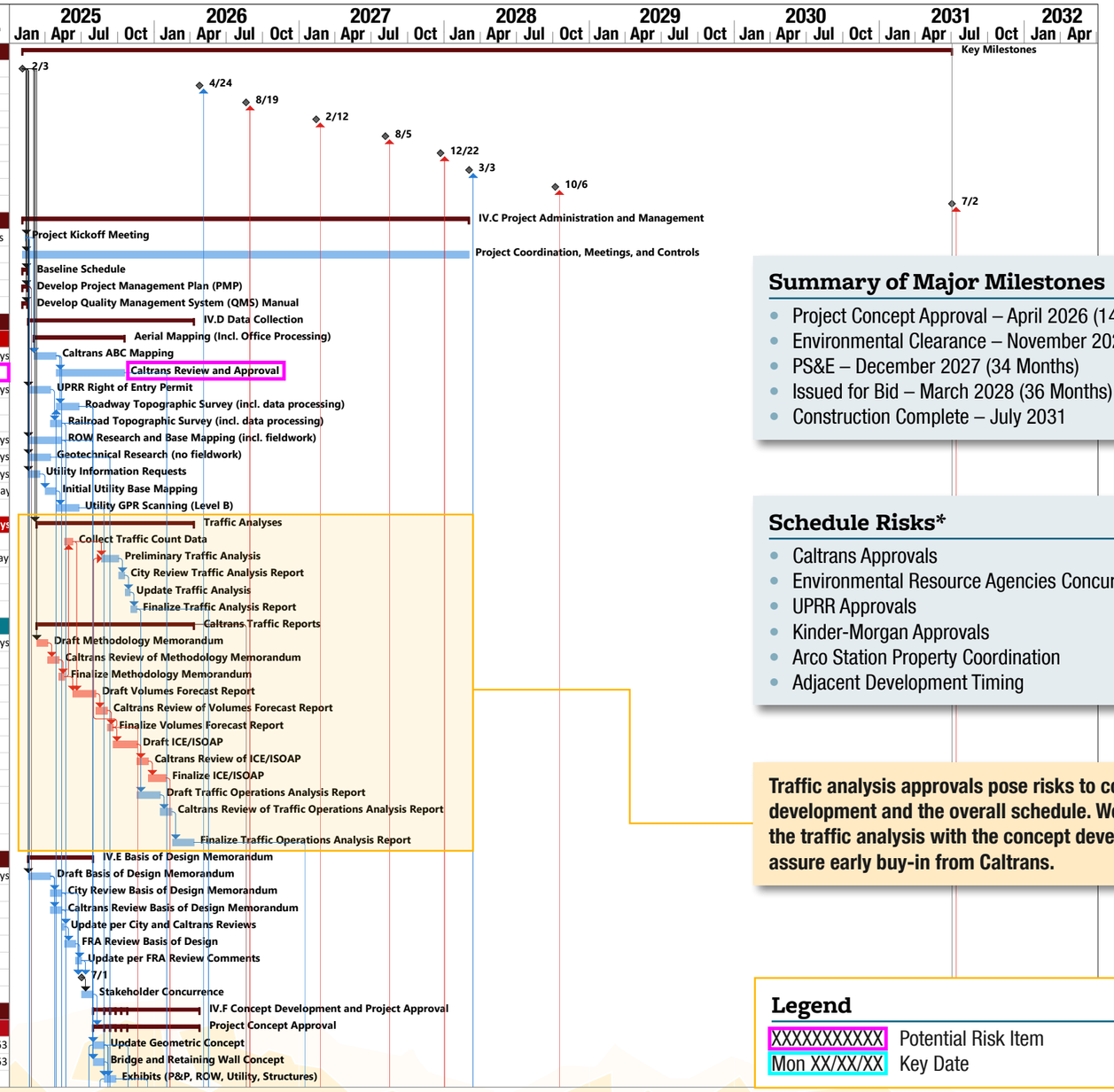
Task		Scope Edits
Task 1 - Project Administration		
1.1	General Meetings and Coordination	Additional subtask which defines scope for day-to-day management of the Project.
1.2	Project Management Plan	Added assumptions.
1.3	Quality Control Plan	No additions or modifications.
1.4	Project Controls	No additions or modifications.
1.5	Project Development Team Meetings	Added assumptions.
Task 2 – Data Collection		
2.1	Aerial Mapping	Added assumptions to define mapping limits and supplemental ground survey scope.
2.2	Potholing	Added assumptions for pothole repair.
2.3	Right-of-Way Base Mapping	Added assumptions for mapping.
2.4	Utility Notification	Added assumptions for agencies anticipated and notification process.
2.5	Utility Base Mapping	Added assumptions.
2.6	Geotechnical Records Research and Findings	No additions or modifications.
2.7	Traffic Analyses	Added assumptions to define analysis parameters and study areas.
2.8	Caltrans Traffic Reports	Added assumptions based on our updated knowledge of Caltrans requirements and defined limits of the Caltrans Traffic Reports.
Task 3 - Basis of Design Document		
3.1	Basis of Design Document	No additions or modifications.
Task 4 - Concept Development and Project Approval		
4.1	Geometric Concepts	Added optional task for Caltrans Geometric Approval Drawings (GADs).
4.2	Bridge and Retaining Wall Concepts	Added assumptions to define the Advanced Planning Studies (APS).
4.3	Project Concept Report	Added assumptions.
4.4	Project Concept Approval	No additions or modifications.
Task 5 - Environmental Documentation		
5.1	CEQA Statutory Exemption	No additions or modifications.
5.2	NEPA	Added assumptions to define each of the NEPA technical studies.
5.3	Visual Impact Assessment (VIA)	Added an optional task for a Visual Impact Assessment.

Task		Scope Edits
Task 6 - Plans Specifications and Estimates (PS&E)		
6.1	Reports	Added assumptions for the various technical reports.
6.2	Calculations	Added assumptions to define the structural calculations.
6.3	Plan Preparation	Added assumptions for the various sets of plans and to refer to the attached sheet count list.
6.4	Specifications	Added assumptions defining the Standard Specifications, technical specifications, 35% specifications, and format.
6.5	Cost Estimates	Added assumptions.
6.6	Construction Schedule	No additions or modifications.
Task 7 - Right-of-Way		
7.1	Right-of-Way Requirements	Added assumptions to define Parcel Impact Memorandums.
7.2	Right-of-Way Maps	No additions or modifications.
7.3	Appraisal Maps, Plats, and Descriptions	Added assumptions to clarify right-of-way services and define number of plat and legal descriptions.
Task 8 - Coordination, Agreements and Permits		
8.1	Union Pacific Railroad (UPRR)	Added assumptions related to agreements.
8.2	California Public Utilities Commission	Added assumptions to define anticipated approval requirements.
8.3	Caltrans District 8	Added assumptions to define anticipated approval requirements.
8.4	Riverside County Flood Control and Water Conservation District	Added assumptions to define anticipated approval requirements.
8.5	Utility Coordination	No additions or modifications.
8.6	Community Engagement	Added assumptions.
8.7	Resource/ Regulatory Permitting (Optional)	Added assumptions to define potential regulatory permit requirements and scope to obtain permits (if necessary).
Task 9 - Bidding Services		
9.1	Resident Engineer Pending File	No additions or modifications.
9.2	Bidding Phase Support	No additions or modifications.
9.3	Conformed Plans and Specifications	No additions or modifications.
Task 10 - Construction Phase Funding		
10.1	Construction Phase Funding	Added optional task to support the City in obtaining Construction Phase Funding.

Detailed Project Schedule

Project Schedule

ID	Task Name	Dur.	Start	Finish	Pred.
1	**Key Milestones**	**1635 days**	**Mon 2/3/25**	**Wed 7/2/31**	
2	NTP	0 days	Mon 2/3/25	Mon 2/3/25	
3	Project Concept Approval	0 days	Fri 4/24/26	Fri 4/24/26	78
4	35% PS&E	0 days	Wed 8/19/26	Wed 8/19/26	102
5	65% PS&E	0 days	Fri 2/12/27	Fri 2/12/27	114
6	95% PS&E	0 days	Thu 8/5/27	Thu 8/5/27	122
7	100% PS&E	0 days	Wed 12/22/27	Wed 12/22/27	129
8	Issued for Bid	0 days	Fri 3/3/28	Fri 3/3/28	133
9	Issued for Construction (Conformed Plans and Spec)	0 days	Fri 10/6/28	Fri 10/6/28	187
10	Project Complete	0 days	Wed 7/2/31	Wed 7/2/31	195
11	**IV.C Project Administration and Management**	**774 days**	**Mon 2/3/25**	**Fri 3/3/28**	
12	Project Kickoff Meeting	1 day	Mon 2/10/25	Mon 2/10/25	2FS+5 days
13	Project Coordination, Meetings, and Controls	774 days	Mon 2/3/25	Fri 3/3/28	2
14	Baseline Schedule	**10 days**	**Mon 2/3/25**	**Fri 2/14/25**	**2**
18	Develop Project Management Plan (PMP)	**10 days**	**Mon 2/3/25**	**Fri 2/14/25**	**2**
22	Develop Quality Management System (QMS) Manual	**10 days**	**Mon 2/3/25**	**Fri 2/14/25**	**2**
26	**IV.D Data Collection**	**290 days**	**Tue 2/18/25**	**Fri 4/10/26**	
27	**Aerial Mapping (Incl. Office Processing)**	**160 days**	**Tue 3/4/25**	**Fri 10/17/25**	
28	Caltrans ABC Mapping	40 days	Tue 3/4/25	Mon 4/28/25	2FS+20 days
29	Caltrans Review and Approval	120 days	Tue 4/29/25	Fri 10/17/25	28
30	UPRR Right of Entry Permit	40 days	Tue 2/18/25	Mon 4/14/25	2FS+10 days
31	Roadway Topographic Survey (incl. data processing)	40 days	Tue 4/29/25	Tue 6/24/25	28,163
32	Railroad Topographic Survey (incl. data processing)	20 days	Tue 4/15/25	Mon 5/12/25	30
33	ROW Research and Base Mapping (incl. fieldwork)	60 days	Tue 2/18/25	Mon 5/12/25	2FS+10 days
34	Geotechnical Research (no fieldwork)	40 days	Tue 2/18/25	Mon 4/14/25	2FS+10 days
35	Utility Information Requests	20 days	Tue 2/18/25	Mon 3/17/25	2FS+10 days
36	Initial Utility Base Mapping	20 days	Tue 4/1/25	Mon 4/28/25	35FS+10 day
37	Utility GPR Scanning (Level B)	40 days	Tue 4/29/25	Tue 6/24/25	36
38	**Traffic Analyses**	**275 days**	**Tue 3/11/25**	**Fri 4/10/26**	**2FS+25 days**
39	Collect Traffic Count Data	15 days	Tue 5/20/25	Mon 6/9/25	47
40	Preliminary Traffic Analysis	30 days	Thu 8/21/25	Thu 10/2/25	50FS-20 day
41	City Review Traffic Analysis Report	10 days	Fri 10/3/25	Fri 10/17/25	40
42	Update Traffic Analysis	10 days	Mon 10/20/25	Fri 10/31/25	41
43	Finalize Traffic Analysis Report	10 days	Mon 11/3/25	Mon 11/17/25	42
44	**Caltrans Traffic Reports**	**275 days**	**Tue 3/11/25**	**Fri 4/10/26**	
45	Draft Methodology Memorandum	20 days	Tue 3/11/25	Mon 4/7/25	2FS+10 days
46	Caltrans Review of Methodology Memorandum	20 days	Tue 4/8/25	Mon 5/5/25	45
47	Finalize Methodology Memorandum	10 days	Tue 5/6/25	Mon 5/19/25	46
48	Draft Volumes Forecast Report	40 days	Tue 6/10/25	Wed 8/6/25	47,39
49	Caltrans Review of Volumes Forecast Report	20 days	Thu 8/7/25	Thu 9/4/25	48
50	Finalize Volumes Forecast Report	10 days	Fri 9/5/25	Thu 9/18/25	49
51	Draft ICE/ISOAP	40 days	Fri 9/19/25	Mon 11/17/25	50
52	Caltrans Review of ICE/ISOAP	20 days	Tue 11/18/25	Tue 12/16/25	51
53	Finalize ICE/ISOAP	30 days	Wed 12/17/25	Fri 1/30/26	52
54	Draft Traffic Operations Analysis Report	40 days	Tue 11/18/25	Thu 1/15/26	43
55	Caltrans Review of Traffic Operations Analysis Report	20 days	Fri 1/16/26	Fri 2/13/26	54
56	Finalize Traffic Operations Analysis Report	40 days	Mon 2/16/26	Fri 4/10/26	55
57	**IV.E Basis of Design Memorandum**	**115 days**	**Tue 2/18/25**	**Wed 7/30/25**	
58	Draft Basis of Design Memorandum	40 days	Tue 2/18/25	Mon 4/14/25	2FS+10 days
59	City Review Basis of Design Memorandum	20 days	Tue 4/15/25	Mon 5/12/25	58
60	Caltrans Review Basis of Design Memorandum	20 days	Tue 4/15/25	Mon 5/12/25	58
61	Update per City and Caltrans Reviews	5 days	Tue 5/13/25	Mon 5/19/25	60,59
62	FRA Review Basis of Design	20 days	Tue 5/20/25	Mon 6/16/25	61
63	Update per FRA Review Comments	10 days	Tue 6/17/25	Tue 7/1/25	62
64	Final Basis of Design Memorandum	0 days	Tue 7/1/25	Tue 7/1/25	59,60,63
65	Stakeholder Concurrence	20 days	Wed 7/2/25	Wed 7/30/25	64
66	**IV.F Concept Development and Project Approval**	**185 days**	**Thu 7/31/25**	**Fri 4/24/26**	
67	**Project Concept Approval**	**185 days**	**Thu 7/31/25**	**Fri 4/24/26**	**65**
68	Update Geometric Concept	20 days	Thu 7/31/25	Wed 8/27/25	32,33,31,63
69	Bridge and Retaining Wall Concept	20 days	Thu 7/31/25	Wed 8/27/25	32,33,31,63
70	Exhibits (P&P, ROW, Utility, Structures)	20 days	Thu 8/28/25	Thu 9/25/25	68,69,37



Summary of Major Milestones

- Project Concept Approval – April 2026 (14 Months)
- Environmental Clearance – November 2026 (21 Months)
- PS&E – December 2027 (34 Months)
- Issued for Bid – March 2028 (36 Months)
- Construction Complete – July 2031

Schedule Risks*

- Caltrans Approvals
- Environmental Resource Agencies Concurrence
- UPRR Approvals
- Kinder-Morgan Approvals
- Arco Station Property Coordination
- Adjacent Development Timing

Traffic analysis approvals pose risks to concept development and the overall schedule. We will overlap the traffic analysis with the concept development to assure early buy-in from Caltrans.

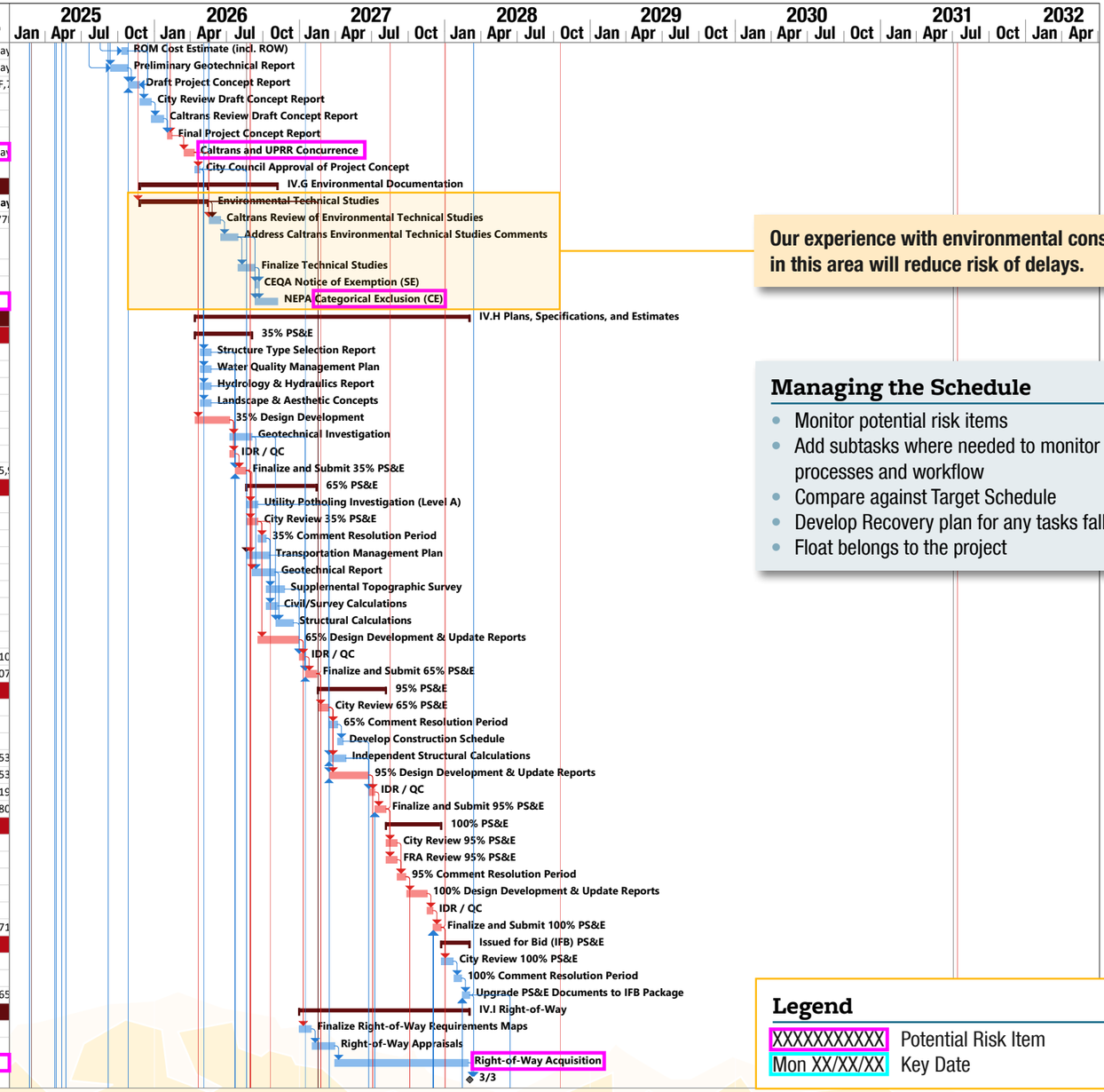
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XXXXXXXXXX Potential Risk Item
Mon XX/XX/XX Key Date

**See Risk Management Section on page 12 for additional details.

Project Schedule

ID	Task Name	Dur.	Start	Finish	Pred.
71	ROM Cost Estimate (incl. ROW)	10 days	Fri 10/10/25	Fri 10/24/25	70SS+30 day
72	Preliminary Geotechnical Report	30 days	Fri 9/12/25	Fri 10/24/25	68SS+30 day
73	Draft Project Concept Report	20 days	Mon 10/27/25	Mon 11/24/25	68,72,70FF,7
74	City Review Draft Concept Report	20 days	Tue 11/25/25	Tue 12/23/25	73
75	Caltrans Review Draft Concept Report	20 days	Wed 12/24/25	Fri 1/23/26	74
76	Final Project Concept Report	10 days	Mon 2/2/26	Fri 2/13/26	75,53,29
77	Caltrans and UPRR Concurrence	20 days	Mon 3/16/26	Fri 4/10/26	76FS+20 day
78	City Council Approval of Project Concept	10 days	Mon 4/13/26	Fri 4/24/26	77
79	**IV.G Environmental Documentation**	**240 days**	**Tue 11/25/25**	**Fri 11/6/26**	
80	Environmental Technical Studies	**120 days**	**Tue 11/25/25**	**Fri 5/15/26**	**50FS+45 day**
88	Caltrans Review of Environmental Technical Studies	20 days	Mon 5/18/26	Mon 6/15/26	80,43,56,77
89	Address Caltrans Environmental Technical Studies Comments	30 days	Tue 6/16/26	Wed 7/29/26	88
90	Finalize Technical Studies	30 days	Thu 7/30/26	Thu 9/10/26	89
91	CEQA Notice of Exemption (SE)	5 days	Fri 9/11/26	Thu 9/17/26	89,90
92	NEPA Categorical Exclusion (CE)	40 days	Fri 9/11/26	Fri 11/6/26	89,90
93	**IV.H Plans, Specifications, and Estimates**	**474 days**	**Mon 4/13/26**	**Fri 3/3/28**	
94	**35% PS&E**	**100 days**	**Mon 4/13/26**	**Wed 9/2/26**	
95	Structure Type Selection Report	20 days	Mon 4/27/26	Fri 5/22/26	78
96	Water Quality Management Plan	20 days	Mon 4/27/26	Fri 5/22/26	78
97	Hydrology & Hydraulics Report	20 days	Mon 4/27/26	Fri 5/22/26	78
98	Landscape & Aesthetic Concepts	20 days	Mon 4/27/26	Fri 5/22/26	78
99	35% Design Development	60 days	Mon 4/13/26	Wed 7/8/26	77
100	Geotechnical Investigation	40 days	Thu 7/9/26	Wed 9/2/26	99
101	IDR / QC	10 days	Thu 7/9/26	Wed 7/22/26	99
102	Finalize and Submit 35% PS&E	20 days	Thu 7/23/26	Wed 8/19/26	101,143,95,9
103	**65% PS&E**	**120 days**	**Thu 8/20/26**	**Fri 2/12/27**	
104	Utility Potholing Investigation (Level A)	20 days	Thu 8/20/26	Thu 9/17/26	102
105	City Review 35% PS&E	20 days	Thu 8/20/26	Thu 9/17/26	102
106	35% Comment Resolution Period	15 days	Fri 9/18/26	Thu 10/8/26	105
107	Transportation Management Plan	40 days	Thu 8/20/26	Fri 10/16/26	44,102
108	Geotechnical Report	40 days	Thu 9/3/26	Fri 10/30/26	102,100
109	Supplemental Topographic Survey	30 days	Fri 10/9/26	Mon 11/23/26	106
110	Civil/Survey Calculations	20 days	Fri 10/9/26	Fri 11/6/26	106
111	Structural Calculations	30 days	Mon 11/2/26	Tue 12/15/26	108,100
112	65% Design Development & Update Reports	70 days	Fri 9/18/26	Wed 12/30/26	105
113	IDR / QC	10 days	Thu 12/31/26	Thu 1/14/27	112,109,110
114	Finalize and Submit 65% PS&E	20 days	Fri 1/15/27	Fri 2/12/27	113,145,107
115	**95% PS&E**	**120 days**	**Tue 2/16/27**	**Thu 8/5/27**	
116	City Review 65% PS&E	20 days	Tue 2/16/27	Mon 3/15/27	114
117	65% Comment Resolution Period	15 days	Tue 3/16/27	Mon 4/5/27	116
118	Develop Construction Schedule	10 days	Tue 4/6/27	Mon 4/19/27	117
119	Independent Structural Calculations	30 days	Tue 3/16/27	Mon 4/26/27	116,104,153
120	95% Design Development & Update Reports	70 days	Tue 3/16/27	Wed 6/23/27	116,104,153
121	IDR / QC	10 days	Thu 6/24/27	Thu 7/8/27	120,118,119
122	Finalize and Submit 95% PS&E	20 days	Fri 7/9/27	Thu 8/5/27	121,147,180
123	**100% PS&E**	**95 days**	**Fri 8/6/27**	**Wed 12/22/27**	
124	City Review 95% PS&E	20 days	Fri 8/6/27	Thu 9/2/27	122
125	FRA Review 95% PS&E	20 days	Fri 8/6/27	Thu 9/2/27	122
126	95% Comment Resolution Period	15 days	Fri 9/3/27	Fri 9/24/27	124,125
127	100% Design Development & Update Reports	35 days	Mon 9/27/27	Tue 11/16/27	126
128	IDR / QC	10 days	Wed 11/17/27	Wed 12/1/27	127
129	Finalize and Submit 100% PS&E	15 days	Thu 12/2/27	Wed 12/22/27	128,149,171
130	**Issued for Bid (IFB) PS&E**	**49 days**	**Thu 12/23/27**	**Fri 3/3/28**	
131	City Review 100% PS&E	20 days	Thu 12/23/27	Fri 1/21/28	129
132	100% Comment Resolution Period	15 days	Mon 1/24/28	Fri 2/11/28	131
133	Upgrade PS&E Documents to IFB Package	14 days	Mon 2/14/28	Fri 3/3/28	132,159,165
134	**IV.I Right-of-Way**	**294 days**	**Thu 12/31/26**	**Fri 3/3/28**	
135	Finalize Right-of-Way Requirements Maps	20 days	Thu 12/31/26	Fri 1/29/27	112
136	Right-of-Way Appraisals	40 days	Mon 2/1/27	Mon 3/29/27	135
137	Right-of-Way Acquisition	230 days	Tue 3/30/27	Mon 2/28/28	136
138	Right-of-Way Certification	0 days	Fri 3/3/28	Fri 3/3/28	137,133



Our experience with environmental constraints in this area will reduce risk of delays.

Managing the Schedule

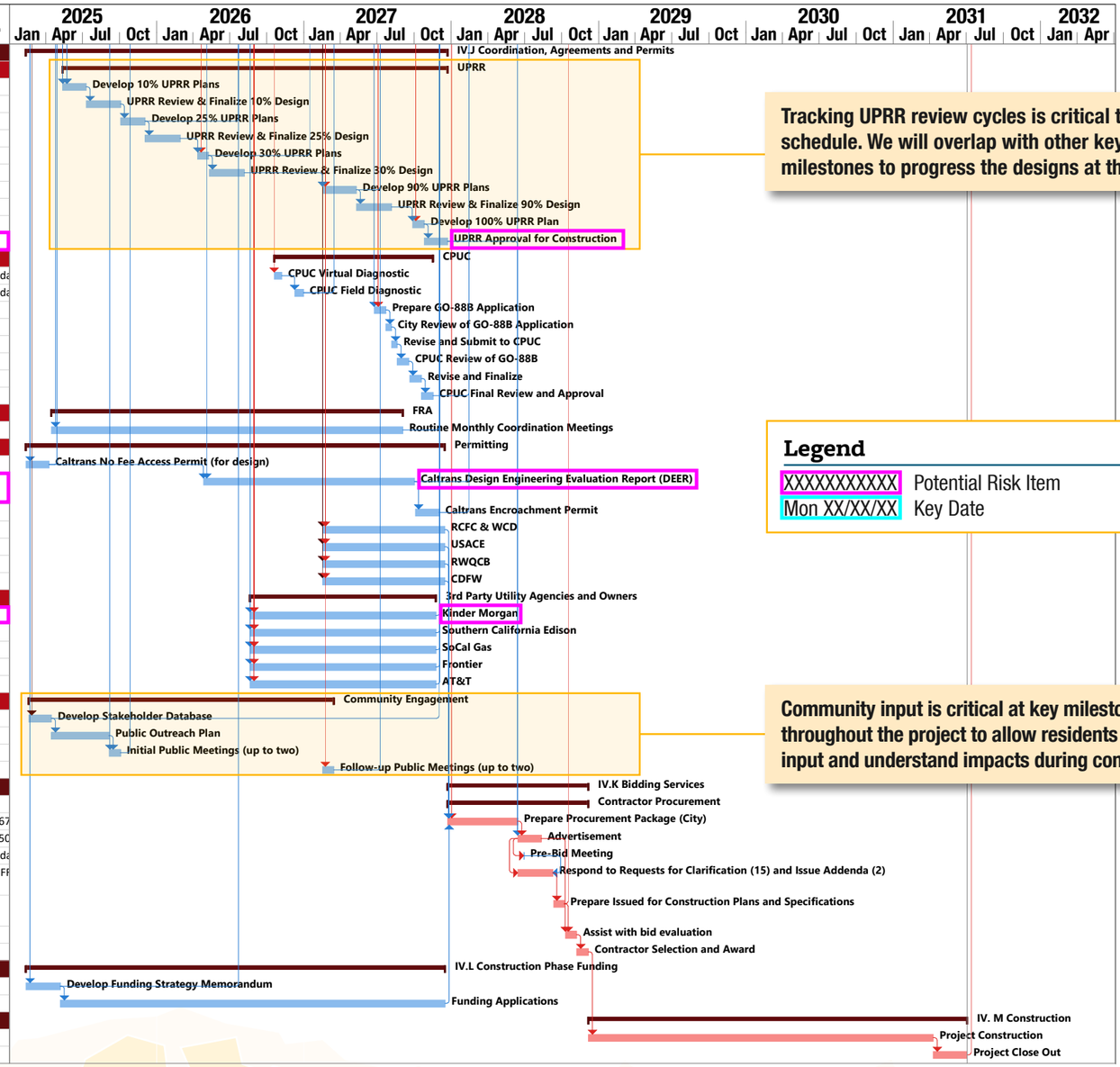
- Monitor potential risk items
- Add subtasks where needed to monitor processes and workflow
- Compare against Target Schedule
- Develop Recovery plan for any tasks falling behind
- Float belongs to the project

Legend

XXXXXXXXXX Potential Risk Item
Mon XX/XX/XX Key Date

Project Schedule

ID	Task Name	Dur.	Start	Finish	Pred.
139	**IV.J Coordination, Agreements and Permits**	**719 days**	**Tue 2/11/25**	**Wed 12/22/27**	
140	**UPRR**	**655 days**	**Tue 5/13/25**	**Wed 12/22/27**	
141	Develop 10% UPRR Plans	40 days	Tue 5/13/25	Wed 7/9/25	28,32,33
142	UPRR Review & Finalize 10% Design	60 days	Thu 7/10/25	Thu 10/2/25	141
143	Develop 25% UPRR Plans	40 days	Fri 10/3/25	Tue 12/2/25	142
144	UPRR Review & Finalize 25% Design	60 days	Wed 12/3/25	Fri 2/27/26	143
145	Develop 30% UPRR Plans	20 days	Mon 4/13/26	Fri 5/8/26	77,144
146	UPRR Review & Finalize 30% Design	60 days	Mon 5/11/26	Wed 8/5/26	145
147	Develop 90% UPRR Plans	60 days	Tue 2/16/27	Mon 5/10/27	114,146
148	UPRR Review & Finalize 90% Design	60 days	Tue 5/11/27	Thu 8/5/27	147
149	Develop 100% UPRR Plan	20 days	Mon 9/27/27	Mon 10/25/27	126,148
150	UPRR Approval for Construction	40 days	Tue 10/26/27	Wed 12/22/27	149
151	**CPUC**	**270 days**	**Mon 10/19/26**	**Tue 11/16/27**	
152	CPUC Virtual Diagnostic	15 days	Mon 10/19/26	Fri 11/6/26	105FS+20 da
153	CPUC Field Diagnostic	15 days	Wed 12/9/26	Wed 12/30/26	152FS+20 da
154	Prepare GO-88B Application	20 days	Thu 6/24/27	Thu 7/22/27	120,119
155	City Review of GO-88B Application	10 days	Fri 7/23/27	Thu 8/5/27	154
156	Revise and Submit to CPUC	10 days	Fri 8/6/27	Thu 8/19/27	155
157	CPUC Review of GO-88B	20 days	Fri 8/20/27	Fri 9/17/27	156
158	Revise and Finalize	20 days	Mon 9/20/27	Mon 10/18/27	157
159	CPUC Final Review and Approval	20 days	Tue 10/19/27	Tue 11/16/27	158
160	**FRA**	**600 days**	**Tue 4/15/25**	**Thu 9/2/27**	
161	Routine Monthly Coordination Meetings	600 days	Tue 4/15/25	Thu 9/2/27	58
162	**Permitting**	**714 days**	**Tue 2/11/25**	**Wed 12/15/27**	
163	Caltrans No Fee Access Permit (for design)	40 days	Tue 2/11/25	Tue 4/8/25	12
164	Caltrans Design Engineering Evaluation Report (DEER)	360 days	Mon 4/27/26	Fri 10/1/27	78,163
165	Caltrans Encroachment Permit	40 days	Mon 10/4/27	Wed 12/1/27	164
166	RCFC & WCD	210 days	Tue 2/16/27	Wed 12/15/27	114,80
167	USACE	210 days	Tue 2/16/27	Wed 12/15/27	114,80
168	RWQCB	210 days	Tue 2/16/27	Wed 12/15/27	114,80
169	CDFW	210 days	Tue 2/16/27	Wed 12/15/27	114,80
170	**3rd Party Utility Agencies and Owners**	**315 days**	**Thu 8/20/26**	**Tue 11/23/27**	
171	Kinder Morgan	315 days	Thu 8/20/26	Tue 11/23/27	78,102
172	Southern California Edison	315 days	Thu 8/20/26	Tue 11/23/27	78,102
173	SoCal Gas	315 days	Thu 8/20/26	Tue 11/23/27	78,102
174	Frontier	315 days	Thu 8/20/26	Tue 11/23/27	78,102
175	AT&T	315 days	Thu 8/20/26	Tue 11/23/27	78,102
176	**Community Engagement**	**520 days**	**Tue 2/18/25**	**Mon 3/15/27**	
177	Develop Stakeholder Database	40 days	Tue 2/18/25	Mon 4/14/25	18
178	Public Outreach Plan	100 days	Tue 4/15/25	Thu 9/4/25	177
179	Initial Public Meetings (up to two)	20 days	Fri 9/5/25	Thu 10/2/25	68,178
180	Follow-up Public Meetings (up to two)	20 days	Tue 2/16/27	Mon 3/15/27	114
181	**IV.K Bidding Services**	**240 days**	**Thu 12/23/27**	**Tue 12/5/28**	
182	**Contractor Procurement**	**240 days**	**Thu 12/23/27**	**Tue 12/5/28**	
183	Prepare Procurement Package (City)	120 days	Thu 12/23/27	Tue 6/13/28	129,166,167
184	Advertisement	40 days	Wed 6/14/28	Thu 8/10/28	183,133,150
185	Pre-Bid Meeting	1 day	Thu 6/29/28	Thu 6/29/28	184SS+10 da
186	Respond to Requests for Clarification (15) and Issue Addenda (2)	60 days	Wed 6/14/28	Fri 9/8/28	184SS,185FF
187	Prepare Issued for Construction Plans and Specifications	20 days	Mon 9/11/28	Fri 10/6/28	186
188	Assist with bid evaluation	20 days	Tue 10/10/28	Mon 11/6/28	184,187
189	Contractor Selection and Award	20 days	Tue 11/7/28	Tue 12/5/28	188
190	**IV.L Construction Phase Funding**	**715 days**	**Tue 2/11/25**	**Thu 12/16/27**	
191	Develop Funding Strategy Memorandum	60 days	Tue 2/11/25	Tue 5/6/25	12
192	Funding Applications	655 days	Wed 5/7/25	Thu 12/16/27	191
193	**IV. M Construction**	**670 days**	**Wed 12/6/28**	**Wed 7/2/31**	
194	Project Construction	610 days	Wed 12/6/28	Wed 4/9/31	189
195	Project Close Out	60 days	Thu 4/10/31	Wed 7/2/31	194



Tracking UPRR review cycles is critical to maintaining schedule. We will overlap with other key submittal milestones to progress the designs at the same rate.

Community input is critical at key milestones throughout the project to allow residents to provide input and understand impacts during construction.

Legend

XXXXXXXXXX Potential Risk Item

Mon XX/XX/XX Key Date

BACK TO WORKFLOW/ SCHEDULE

Tasks Required from City Staff

Kimley-Horn will rely upon City staff to provide available project-related design documents, related engineering studies, as well as City staff's participation in project status meetings, agency coordination, and real estate transactions. Additionally, Kimley-Horn will rely on City staff's timely review and responses of work products to maintain the project schedule.

Specific tasks for City staff's participation are listed below. For each of these, Kimley-Horn will schedule and lead the meetings unless the City prefers otherwise. Kimley-Horn will provide documentation of meetings with minutes and action items.

- City staff to participate in monthly PDT Meetings.
- City staff to participate in separate update and focus meetings as needed.
- Utility Coordination Letters will be prepared by Kimley-Horn but sent out on City letterhead.
- City staff to participate in monthly FRA update meetings and the CPUC Diagnostic Meetings.
- City staff to participate in UPRR Coordination efforts.
- City staff to lead negotiations with UPRR on C&M Agreement.
- City staff to participate in Caltrans coordination efforts.
- City to provide contract provisions for solicitation and agreement with Contractor (i.e. front-end documents)

Innovative and Creative Approaches

Kimley-Horn has a long history of providing successful, innovative, and cost-efficient solutions and takes pride in thinking beyond preconceived notions to develop innovative solutions that exceed the expectations of our clients. Our professional team evaluates emerging technology and applies it where it can benefit our projects. We know how to think outside of the box and recognize what trends offer sound design advantages.

For the Hargrave Grade Separation, we offer the following creative approaches:

Adjacent Developments

Our knowledge of the adjacent developments and projects offers opportunities for cost savings. Two examples described earlier in the Approach are 1) the potential to identify redevelopment parcels and reduce costly retaining walls; and 2) the potential to show traffic distribution that justifies an ultimate four-lane facility versus six lanes.

In addition, our team can help coordinate a mutually beneficial arrangement with Morongo to establish access to Section 12 (West) for their development that includes Morongo's support on the Hargrave Grade Separation. This will also help attract federal funding for construction.

Utility Relocations

Our team will seek additional creative options for utility relocations. We present a jack-and-bore option in the Approach, and will also consider ultimate city facilities, and investigate partnerships with the adjacent developments.

UPRR Approvals

Our approach with UPRR approvals considers two elements for success: 1) providing permanent drainage improvements with the shoofly tracks that adds incentive for UPRR; and 2) based on past experience, develop a contractor work plan that keeps the project moving in the event that UPRR is late on providing approvals.

Schedule

The schedule shows a 36-month duration based on the Scope of Work in the RFP. We believe there are ways to expedite this if desired. We would like to discuss the Project Concept Approval process and potential overlap with design.

City Owned Facilities and Property

Kimley-Horn does not anticipate the need to utilize any City owned facility or property which we would use, lease, purchase, or rent from the City in connection with the services to be performed under this contract.

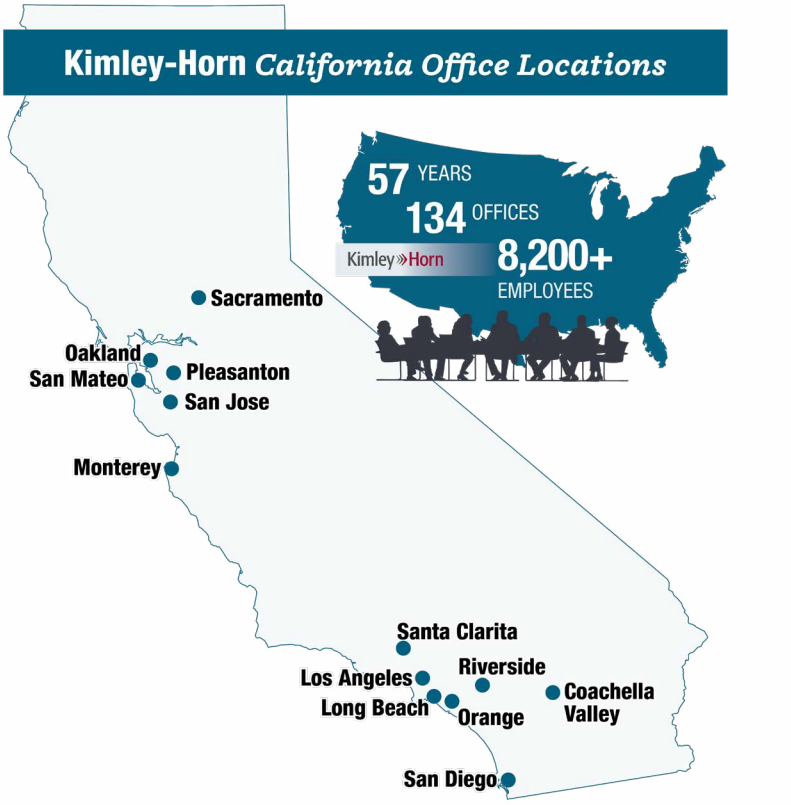
GUIDE TO EVALUATION CRITERIA

B. Company Information

Kimley-Horn Overview

Founded in 1967, Kimley-Horn is a full-service engineering, planning, and environmental firm specializing in transportation infrastructure projects in Southern California. Our firm consists of more than 8,200 employees in 134 offices nationwide, with 13 offices in California, and over 540 employees in Southern California. Our local Southern California offices, including our Riverside office, provide complete roadway/highway planning, PID, PA/ED, PS&E, and construction phase services.

We provide a thorough knowledge of local requirements and exceptional agency relationships with Caltrans and key stakeholders including the City of Banning. Our extensive history partnering with agencies to improve California's roadways shows that our team has the skills and commitment to successfully deliver this project.



Our professionals are highly experienced in solving challenges unique to grade separation and roadway design projects. Our team has gained the trust of railroad staff and their decision makers, helping us push forward innovative solutions that address stakeholders' concerns. We understand local agency procedures, enabling us to minimize delays and provide efficient submittals; and our network of relationships enables our team to provide a high level of service.

Grade Separations

We have more than 350 engineers and technical staff located in Southern California and have the resources to assist in the successful delivery of grade separations, and similar roadway and rail projects. Since a large portion of our work involves roadway reconstruction and bridges, our civil and structural engineers are accustomed to collaborating to provide innovative and cost-saving solutions to our clients. In fact, the Kimley-Horn team has done this successfully on hundreds of grade separations in California, including many recent projects described in this proposal.

Structural Design

Typically, structures are the highest cost and risk drivers in rail transit and transportation projects, much of which is related to site characteristics. Kimley-Horn uniquely combines project critical site condition understanding with robust structure design capabilities. Our success on the Sunset Avenue grade separation project and several others included in this proposal will provide the City with extra assurance regarding our quality, efficiency, and ability to deliver.



Railroad Coordination and Design

Our recent project success for work involving the railroad is a testament to our team's strength in railroad coordination and our ability to secure approvals from agencies including UPRR, Metrolink, BNSF, CaHSR, and the CPUC. We have formulated a proven team approach to the rail component of our grade separation projects that actively seeks a win-win solution and presents the railroad with all feasible alternatives. This involves our rail designers who have recently worked closely with UPRR reviewers on several projects to efficiently address their concerns and obtain approvals.

Roadway Design

Our team has performed planning and final design for numerous miles of roadway, including grade separations, local arterials, interstate highways, state highways, highway interchanges, and structures. These projects—performed within Riverside County and throughout Southern California—each involved some element of planning, environmental studies, preliminary engineering, final design PS&E, and construction support. A primary focus of our team is getting through the Caltrans process. We have current, extensive experience working with Riverside County, UPRR, Caltrans, and FHWA. Our technical expertise extends to every design element needed for the Hargrave Grade Separation Project.

Legal Name:
Kimley-Horn and Associates, Inc.

Primary Contact:
Darren Adrian, PE

Contact Information:
darren.adrian@kimley-horn.com, 714.705.1304

Main Local Address:
3801 University Avenue, Suite 300, Riverside, CA 92501

Branch Offices:
1100 W. Town and Country Road, Suite 700,
Orange, CA 92868

73-700 Dinah Shore Drive, Unit 101,
Palm Desert, CA 92211

401 B Street, Suite 600,
San Diego, CA 92101

Type of Business Entity:
C Corporation

Litigation, Mediation, or Arbitration

Kimley-Horn and its subsidiaries have provided services in all fifty states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Litigation cases filed in CA in the last five years are as follows:

Vicente Gomez, et al v. Pilot Travel Centers, LLC, et al; Case # CVRI2103878; Superior Court of California, County of Riverside; filed 2021; personal injuries; pending

Kimbrly Lynn Wright and Ty Juan Montanez v City of Concord; et al; Superior Court of California, County of Contra Costa; Case No. MSC20-01067; filed 2020; served 2022; traffic accident, wrongful death claimed; settled; closed 2024

Etzel Williams v Peninsula Corridor Joint Powers Board, City of Burlingame; et al; Superior Court of California, County of San Mateo; Case No. 22-CIV-03763; filed 2024; accident, wrongful death claim; dismissed 2024

29Twenty Maintenance Association v. Van Daele Development Corp., et al; Los Angeles County, Superior Court of the State of California; Case No. 19STCV13496; filed 2019; alleged economic loss; settled; closed 2020

Brenda Sherriffs v. Kimley-Horn and Associates, Inc., et al: Santa Cruz County Superior Court; Case No. 16CV00335; filed 2016; bicycle accident, personal injuries; settled; closed 2019

Farhad Abad, individually and for the Estate of Mahin Ashki-Abad; Keemia Abad; and Arianna Abad v. U.S. Foods, Inc., et.al; Alameda County Superior Court; Case No. RG17856272; filed 2017; traffic accident, wrongful death claim; settled; closed 2019

Disciplinary Actions
Kimley-Horn or its key personnel do not have any disciplinary actions to report in California within the past five years.

C. Company Personnel

The following includes the qualifications of our key personnel, project organization chart, subconsultant partners, and resumes of our project team. Our team is available. Our proposed project manager and key staff have the capacity and availability to commit the resources required for a project of this significance and magnitude. We have included an approximate percentage of availability of our key staff to work on this project on the table below.

Key Staff Table

% = Percentage of Availability

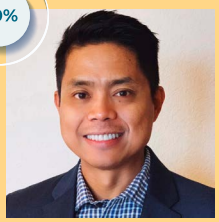
75%



Darren Adrian, PE
Project Manager

Name/Title: Darren Adrian, PE – Senior Vice President
Proposed Role: Project Manager
Description of Assigned Work: Project management, client and stakeholder coordination, schedule and budget adherence, subconsultant management
Experience: 33 years of planning, design, and construction of transportation facilities including extensive experience with grade separations, interchanges, and at-grade intersections
Licenses/Certifications: Professional Civil Engineer in California No. 53031
Contact Number: 714.705.1304

80%



Jason Valencia, PE
Civil/Roadway Lead

Name/Title: Jason Valencia, PE – Senior Associate
Proposed Role: Civil/Roadway Lead
Description of Assigned Work: Civil engineering, roadway design
Experience: 26 years of civil engineering, interchange design, knowledge of Caltrans standards, highway PSR, PA/ED and PS&E, freeway, multimodal facilities, and active transportation projects throughout California including multiple projects in District 8
Licenses/Certifications: Professional Civil Engineer in California No. 63263
Contact Number: 619.744.0131

70%



Andrew Sanford, PE
Structures Lead

Name/Title: Andrew Sanford, PE – Associate
Proposed Role: Structures Lead
Description of Assigned Work: Structural design
Experience: 36 years of experience, including six years with Caltrans as a project engineer, bridge widenings, seismic retrofits, bridge repairs, multi-structure interchanges, and design of numerous grade separations, underpasses, and overcrossings
Licenses/Certifications: Professional Civil Engineer in California No. 49671
Contact Number: 619.272.7108

80%



Austin Stake, PE
Rail Lead

Name/Title: Austin Stake, PE – Civil Engineer
Proposed Role: Rail Lead
Description of Assigned Work: Track design lead
Experience: 10 years of civil engineering experience working on a wide range of railroad, drainage improvements, roadway, and transportation design projects
Licenses/Certifications: Professional Civil Engineer in Arizona No. 69095
Contact Number: 714.333.0239

60%



Deborah Pracilio
Environmental Lead

Name/Title: Deborah Pracilio – Principal
Proposed Role: Environmental Lead
Description of Assigned Work: Management, preparation, and processing of documents pursuant to NEPA and CEQA
Experience: 35 years of experience being responsible for project oversight preparation and project management of CEQA- and NEPA-mandated environmental documents for land use, institutional, and capital improvement projects
Licenses/Certifications: N/A
Contact Number: 949.697.0352

60%



Lissette Montoya
Funding Lead

Name/Title: Lissette Montoya – Vice President and Chief Financial Officer
Proposed Role: Funding Lead
Description of Assigned Work: Funding management and community outreach
Experience: 20 years of experience with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion
Licenses/Certifications: N/A
Contact Number: 323.371.5530

Organization Chart

The project organization chart on the following page highlights our key personnel, as well as the communication and reporting relationships among project staff and subconsultants. All team members proposed for this project are available to the extent proposed, or designated by the City, for the duration of the project and no person designated as “key” to the project will be changed without expressed prior permission of the City.

Key Personnel

Subconsultants:

1. Avant-Garde (DBE)
2. Bess Testlab
3. CH&A (DBE)
4. EMI (DBE)
5. LSA
6. Paragon Partners
7. Saylor Consulting (DBE)
8. VMS

CITY OF
BANNING

Project Manager
Darren Adrian, PE

Quality Assurance
Chad Phillips

Constructibility Reviews
Drew Erickson [7]

Civil/Roadway
Jason Valencia, PE

- **Roadway Design**
  Alan Huynh, PE
  Kameron Qureshi, PE
- **Traffic Studies/TMP**
  Jim Roldan, TE
  Ambarish Mukherjee, PE, AICP [5]
- **Offsite Design**
  Jason Marechal, PE, LEED AP
- **Signal/Lighting Design**
  Jason Melchor, PE
  Timothy Chan, PE
- **Drainage/Water Quality**
  Sam McWhorter, PE
  Tanaya Bell, PE, ENV SP
  Kristen Heerding, EIT
- **Wet Utilities**
  Sam McWhorter, PE
  Maddie Priest, PE
  Nick Watt *(Kinder Morgan)*
- **Surveying/Mapping**
  Camden Cabrinha, PLS [3]
  Jamie Bertchume, PLS [3]
- **Dry Utility Coordination**
  Aaron So, EIT, ENV S, LEED GA
  Blake Thomas, EIT

Structures
Andrew Sanford, PE

- **Structures Engineering - Bridges**
  Jose Ramirez, PE
  Conner Doolan, PE, SE
  Andres Cuevas, PE
- **Structures Engineering - Walls**
  Steve Johnson, PE, SE
  Brian Nakashoji, PE
  Kaitlyn Fisher, PE
- **Structures Engineering - Indecpendent Check**
  Steve Johnson, PE, SE

Rail
Austin Stake, PE

- **Rail Design**
  Zachary Teague, PE
  Gabe Keehn, EIT
- **At-Grade Crossings**
  Eugene Huang, PE
  Ali Abualia, EIT
- **CPUC Coordination**
  Austin Stake, PE
- **UPRR Coordination**
  Wiley McCain, PE

Environmental
Deborah Pracilio [5]

- **CEQA Compliance**
  Dana Privitt, AICP
- **Cultural/Historical Resources**
  Jessica Mauck
  Jamie Parra, MA, RPA
- **Community Impacts**
  Ryan Bensley, AICP [5]
- **Air Quality/GHG**
  Ace Malisos
- **Visual Analysis**
  Michael Madsen, PLA, ASLA
- **NEPA Compliance**
  Melissa DuMond, AICP *(FRA)*
  Trevor Wimmer [5] *(Caltrans)*
- **Paleontology**
  Kelly Vreeland [5]
- **Biological Resources**
  Jodi Ross-Borrego [5]
- **Noise and Vibration**
  Ace Malisos
  Noemi Wyss, AICP
- **Hazardous Materials**
  Jennifer Steen, AICP
  Cassie Bretschger, ENV SP
- **Water Quality**
  Pam Reading [5]

Funding
Lissette Montoya [1]

- **Grant Writing**
  Keith LeNoue [1]
  Megan LeNoue [1]
- **FRA Grant Implementation**
  Melissa DuMond, AICP
  Corey Hill
  Sarah Sciarrino, AICP
- **Benefit-Cost Analysis**
  David Samba, PE, PTOE

Additional Support Services

- **Geotechnical**
  Alahesh Thurairajah, PE, GE, BC.GE [4]
  Pratha Ragavan, PE [4]
- **Right-of-Way**
  Mark Mendoza, MRED [6]
  Dan Atkins, CRB [6]
- **Landscape/Aesthetics**
  Matt Durham, ASLA
  Wade Ganes, ASLA
- **Specifications**
  Pearse Melvin, PE
- **Value Analysis**
  Eric Trimble, CVS, PMP [8]
- **Potholing**
  Donald Whitman [2]
  Michael Horne [2]
- **ADA Compliance**
  Kirk Ammerman, PE
- **Construction Scheduling**
  Drew Erickson [7]
- **Cost Estimating**
  Austin Stake, PE
  Ian Slight, CQS/CBS [7]
- **Public Outreach**
  Ana Marie LeNoue [1]
  Julianna Carrera [1]
  Adriana Robledo [1]

Subconsultant Partners

Our team includes eight subconsultant firms to expand our resources and provide all specialized services required for the successful completion of this project. Kimley-Horn has strong working relationships with all our subconsultants through completing roadway and grade separation projects together. Our subconsultants have local experience working in the Inland Empire.

The table below illustrates the value added by each of our subconsultant partners and identifies their roles and relevant background/experience.

Firm Name/Role	Overview and Related Experience
Avant-Garde Inc. – *Funding Support and Public Outreach* AVANT GARDE (Grants, Compliance, Funding Management, Community Outreach) **Address:** 807 S. Lemon Avenue Diamond Bar, CA 91789 **Type of Business Entity:** Corporation **DIR No.:** N/A	Incorporated in 2002, **Avant-Garde** is a woman-owned corporation specializing in funding administration, grant research and writing, compliance management, and community outreach. Their understanding of federal and state requirements, funding administration, and the complex diversity of Southern California make Avant-Garde uniquely qualified to perform extensive research to identify and secure funding. Their professional staff of 24 are thoroughly familiar with the processes required pursuant to Caltrans Local Assistance Procedures and funding administration procedures. Avant-Garde has provided exceptional services and has successfully completed audits with Caltrans, LA Metro, the Federal Highway Administration and numerous agencies throughout Riverside County. Avant-Garde and Kimley-Horn have worked together for over 6 years. **Relevant experience includes:** ■ City of El Monte, Traffic Calming for Parkway Dr/Denholm Dr I ATP Cycle 6 – Funding Administration ■ City of Bell Gardens - HSIP CYLE 8 – Various Intersection Improvement – Funding Administration ■ City of Industry, Local Highway Bridge Program; SR 57/SR 60 Confluence Project; Lemon Avenue Interchange Program – Funding Administration ■ City of Brea, SR 90 at SR 57 Southbound On-Ramp – Grant Writing ■ City of Cerritos, Del Amo Boulevard Bridge Replacement – Funding Administration
Bess Utility Solutions, Inc. (dba Bess Testlab, Inc.) – *Utility Potholing* BESS UTILITY SOLUTIONS **Address:** 1508 E. Francis Street Ontario, CA 91861 **Type of Business Entity:** Corporation **DIR No.:** 1000007058	**Bess Testlab, Inc.** (BESS) is a C-Corporation, privately-owned company in operation since 1967. Bess is an underground utility service company that provides a complete range of underground utility designation and utility mapping services to private and public companies. BESS utilizes state-of-the-art electromagnetic and acoustic pipe locators as well as Ground Penetrating Radar (GPR), vacuum excavation (potholing) equipment, Closed-Circuit Television (CCTV) pipe inspection robotic crawlers, and survey equipment to designate and map all underground utilities. Bess Testlab and Kimley-Horn have worked together for over 7 years. **Relevant experience includes:** ■ RCTD, Grapefruit Boulevard/SR 111 and 4th Street Improvement Project – Utility Potholing ■ RCTD, Temescal Canyon Road Widening (Dawson and Dos Lagos Segments) – Utility Potholing ■ City of Corona, McKinley Street Grade Separation, Corona, CA – Utility Potholing ■ City of El Monte, Ramona Boulevard/Valley Boulevard Interchange Improvements – Utility Potholing

Firm Name/Role	Overview and Related Experience
Cabrinha, Hearn & Associates (CH&A) – *Surveying/Mapping* **Address:** 1232 Monte Vista Avenue, #3 Upland, CA 91786 **Type of Business Entity:** Corporation **DIR No.:** 1000021302	**CH&A**, a California corporation established in 1976, has successfully provided land surveying services on hundreds of projects throughout Southern California, including on-call, high-profile transit, ADA improvements, multimodal transit design/construction, street improvements, and facilities construction. CH&A provides quality surveying and mapping services using the latest technology in surveying equipment and methodologies. CH&A has over 18 years of Caltrans project-specific experience and has successfully completed dozens of task orders following Caltrans surveying standards and specifications. They have the resources to run four surveying crews simultaneously. CH&A and Kimley-Horn have worked together for over 20 years. **Relevant experience includes:** ■ Caltrans, On-Call 08A2868, San Bernardino/Riverside Counties – Land surveying services (field and office) including control work, engineering surveys, and construction surveys ■ City of Moreno Valley, Bark Park Project – Surveying ■ City of Cathedral City, Date Palm Drive and Varner Road Safety Improvements – Surveying/Design mapping for ADA improvements at street intersection ■ City of Palm Springs, HSIP Cycle 9 Improvement Project – Surveying ■ City of Palm Springs, Demuth Park Development – Surveying
Earth Mechanics, Inc. (EMI) – *Geotechnical Engineering* **Address:** 765 North Main Street Suite 136 Corona, CA 92880 **Type of Business Entity:** Corporation **DIR No.:** 1000018020	Founded as a California Corporation in 1989, **EMI** is a geotechnical consulting firm specializing in geotechnical and geologic site investigations and laboratory testing, seismic hazard and earthquake retrofit evaluations, grading and foundation design for projects related to transportation infrastructure including interchanges, freeways, roadways, bridges, tunnels, drainage facilities and earth retaining structures. EMI has successfully completed over 50 railroad grade separation projects, consistently coordinating with transportation agencies, railroad companies such as UPRR, BNSF, AMTRAK, CHSRA, and municipalities to deliver safety improvements in congested corridors. EMI's project experience includes the State College Boulevard Grade Separation, the Pennsylvania Avenue Grade Separation in Beaumont, the McKinley Street Grade Separation in Corona, the 3rd Street Grade Separation in Riverside, the Rosecrans/Marquardt Grade Separation in Santa Fe Springs, and the Central Avenue Overhead in Montclair. EMI and Kimley-Horn have worked together for over 29 years. **Relevant experience includes:** ■ City of Corona, McKinley Street Grade Separation, Corona, CA – Geotechnical ■ City of Beaumont, Pennsylvania Avenue Grade Separation, Beaumont, CA – Geotechnical ■ RCTC, I-215/Placentia Avenue Interchange, Perris, CA – Geotechnical ■ RCTC, SR 71/SR 91 Interchange Improvement, Corona, CA – Geotechnical ■ SGVCOG, Fullerton Road Grade Separation, City of Industry, CA – Geotechnical

Firm Name/Role	Overview and Related Experience
LSA Associates, Inc. (LSA) – *Environmental; Biological; Paleontology, CIA* **Address:** 3210 El Camino Real, Ste. 100, Irvine, CA 92602 **Type of Business Entity:** S Corporation **DIR No.:** 1000010048	**LSA** is a 100-percent employee-owned S Corporation and multidisciplinary environmental consulting firm 47 years in existence, with more than 180 employees in nine offices throughout California. As planners and environmental analysts, LSA staff are active in all aspects of community development, land use planning, and public involvement. As technical specialists, LSA provides expertise in environmental planning services, including the preparation of environmental documentation, land use planning, biological resources, regulatory permitting, cultural and historic resource management, and Native American consultation (Assembly Bill 52), as well as air quality, greenhouse gas emissions, noise, transportation planning, and traffic analyses/studies. LSA and Kimley-Horn have worked together for over 20 years. **Relevant experience includes:** ■ City of Banning, General Plan Amendment/Environmental Impact Report, Banning, CA – Environmental ■ City of Colton, La Cadena Drive Over Santa Ana River Bridge Replacement Project, Colton, CA – Environmental ■ SBCTA, Colton Crossing Grade Separation, Colton, CA – Environmental ■ RCTD, I-10 Bypass - Banning to Cabazon PA/ED, Riverside County, CA – Environmental ■ OCTA, 17th Street Grade Separation PA/ED, Santa Ana, CA – Environmental
Paragon Partners Consultants, Inc. (Paragon) – *Right-of-Way* **Address:** 5660 Katella Avenue, Suite 100, Cypress, CA 90630 **Type of Business Entity:** S Corporation **DIR No.:** 1000018670	**Paragon** is a full-service real estate right of way consulting firm that is wholly focused on delivering land rights for public, private and quasi-governmental entitles across a diverse range of business landscapes. In the last 31 years, Paragon has delivered client-focused solutions in support of federal, state and local agencies, transportation and transit agencies throughout California. With 100 employees and five offices in California, Paragon's team has the experience to successfully manage the real estate needed for grade separation projects, the team of professionals with the knowledge and availability to perform the services, and the aptitude to solve problems as they may arise for the City of Banning. With more than 20 grade separation projects completed on time and within budget, they've successfully navigated a variety of situations, delivering exceptional results every time. Paragon has also provided comprehensive real estate services for public projects administered by oversight agencies such as the Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and the State of California Transportation Department. Paragon and Kimley-Horn have worked together for over 7 years. **Relevant experience includes:** ■ City of Corona, McKinley Street Grade Separation, City of Corona, CA – Right-of-Way ■ City of Pomona, SR-71/Mission Boulevard Grade Separation Project, Pomona, CA – Right-of-Way ■ SGVCOG, Fullerton Road Grade Separation, City of Industry, CA – Right-of-Way ■ SGVCOG, Gateway to America Project, Los Angeles County, CA – Right-of-Way

Firm Name/Role	Overview and Related Experience
Saylor Consulting Group, Inc. – *Cost Estimating; Constructability Reviews; Construction Scheduling* **Address:** 505 Montgomery Street, Floor 1 San Francisco, CA 94111 **Type of Business Entity:** Corporation **DIR No.:** PW-LR-1000577807	**Saylor Consulting Group** was founded in 1992 to serve the needs of public and private clients in the areas of cost estimating, value engineering, and construction management support providing engineers, architects, construction managers, contractors, and owners complete command over project cost control and on-time completion. Saylor Consulting Group is a CUCP DBE-certified firm comprised of 24 of the most experienced cost professionals in the industry specializing in transit and water infrastructure, civic, and healthcare design and construction projects. Saylor has an active civil construction consulting practice which encompasses projects with heavy civil rail elements such as new rail, grade separations and crossings, bridges/overpasses, rail turn backs and storage tracks, new transit stations, maintenance/operations facilities, as well as bus rapid transit systems and other transit-focused projects which included relevant civil infrastructure elements. Saylor Consulting and Kimley-Horn have worked together for over 6 years. **Relevant experience includes:** ■ SCRRA, Canyon Double Track Extension, Santa Clarita, CA – Cost Estimating ■ LA Metro, LA Grade Crossing Program, LA County, Los Angeles, CA – Cost Estimating ■ Caltrain, Mountain View Transit Center (MVTC) Grade Separation and Access Project - Castro Street Crossing, Mountain View, CA – Cost Estimating ■ TJPA, Transbay Program Downtown Rail Extension (DTX) Phase II - Salesforce Transit Station, San Francisco, CA – Cost Estimating
Value Management Strategies, Inc. (VMS) – *Value Analysis* **Address:** 350 W. Fifth Avenue, Suite 330 Escondido, CA 92025 **Type of Business Entity:** Corporation **DIR No.:** 1000061216	**VMS** is a California small business corporation specializing in value analysis (VA) with corporate headquarters in San Diego County, CA. Incorporated in 1990, the entire organization of VMS is structured to address the VA needs of their clients and to manage, plan, coordinate, conduct, and document VA studies. They facilitate VA studies and specialize in the application of VA at all phases of project delivery. VMS uses the value methodology to enhance project value by identifying ways that improve performance, reduce costs, enhance delivery, control schedule, and minimize risk. No other value management consulting firm has more extensive knowledge and experience when it comes to transportation in California. Their firm of 30 includes 10 certified value specialists (CVS) who have facilitated more than 1,400 VA studies statewide. VMS works with Caltrans and most of Caltrans' major transportation partners at the city, county, and RTPA/MPO level for projects involving the state highway system and local roadway infrastructure. These projects include, but are not limited to, highway widenings, bridge replacements, safety improvements, and interchange improvements. VMS and Kimley-Horn have worked together for over 14 years. **Relevant experience includes:** ■ RCTC, I-215/Mt. Vernon Avenue-Washington Street Interchange Reconstruction, Colton, CA – Value Analysis ■ RCTC, I-215 HOV Lane Gap Closure, Riverside and San Bernardino Counties, CA – Value Analysis ■ Caltrans, I-10 Pavement Rehabilitation Project, Riverside County, CA – Value Analysis ■ Caltrans, SR 79 Safety Project, Riverside County, CA – Value Analysis ■ RCTD, I-10 Bypass - Banning to Cabazon PA/ED, Riverside County, CA – Value Analysis ■ SBCTA, I-10/Mt. Vernon Avenue Interchange PA/ED and PS&E, Colton, CA – Value Analysis

Key Staff Licensure

Kimley-Horn attests that all our assigned key staff are properly licensed to practice in California. We have provided the education, training, licensure, experience, and applicable professional credentials of our project manager and key personnel on their respective resumes starting on the following page.

Resumes



Darren Adrian, PE

Project Manager

Darren brings over 33 years of planning, design, and construction of transportation facilities within Southern California including extensive experience with grade separations, interchanges, and at-grade intersections. He is highly knowledgeable with local, state, and federal regulations and has worked on projects involving Caltrans District 8 his entire career. Darren has been involved with concept, preliminary and final design of over 90 railroad grade separations. His recent construction experience on the Fullerton Road Grade Separation and McKinley Grade Separation as Design Manager and Engineer of Record put him in the perfect position to be hands-on and address the latest environmental, design, and regulatory requirements for grade separations along the UPRR corridor. Darren's unique qualifications include significant experience with Caltrans interchanges, rail design, and municipal roadway/utilities. This enables Darren to provide management and oversight in an efficient manner that reduces project risks and presents cost and schedule savings.

Unique Value to the Project:

- Native to the Pass Area and knows the community and projects in the southeast side of Banning
- Engineering Manager for the adjacent Sunset Grade Separation
- Extensive experience with grade separation design on the UPRR corridor
- Extensive experience with Caltrans D8
- Recent experience managing the design for over $300M in construction value on Metrolink rail projects

Professional Credentials:

- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona
- Professional Civil Engineer in California No. 53031
- Part-time Lecturer, Cal Poly Pomona, CE 408 Advanced Highway Design (1997 - 2006)

Total Years of Experience: 33

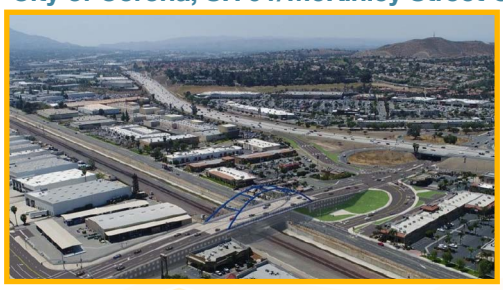
Relevant Experience

- **County of Riverside, I-10/Sunset Avenue Grade Separation PA/ED and PS&E, Banning, CA (District 8)** – Engineering Manager



Darren managed the PA/ED phase and provided design support and reviews during the PS&E phase. The project grade separated the UPRR double tracks to create an underpass directly adjacent to the I-10/Sunset Avenue interchange by lowering Sunset Avenue and the interchange ramps and slightly raised the UPRR tracks to achieve required vertical clearances. The project was able to obtain environmental approvals from Caltrans for NEPA technical studies in only six months—a process that typically takes two years.

- **City of Corona, SR 91/McKinley Street Grade Separation, Corona, CA (District 8)** – Kimley-Horn Project Manager



Darren led the design effort to establish the project concept, and then oversaw the PS&E phase for Kimley-Horn's work. This included all the design and coordination for roadways, traffic, construction staging, utility relocations, drainage, water quality, and adjacent site modifications. It also included leading the PEER process with approvals through Caltrans and assisting with right-of-way requirements. The project involved a new overpass of the BSSF tracks with connector road that required modifications to the SR 91 freeway interchange and all of the adjacent properties.

Darren Adrian, PE

(Cont.)

- **SGVCOG, SR 60/Fullerton Road Grade Separation, City of Industry, CA** – Civil/Roadway Manager



Darren was responsible for the design and coordination for all roadways, rail, traffic, construction staging, adjacent site modifications, and utility relocations. The project included leading the PEER process with approvals through Caltrans and assisting with right-of-way requirements. It created a new underpass of a major arterial at the UPRR double mainline tracks (LA Subdivision) by raising the tracks 8.5 feet and lowering Fullerton Road approximately 15 feet. This included the design for shoofly tracks and new mainline tracks extending over two miles in length.

- **County of Riverside, I-10 Bypass PA/ED, Riverside County, CA (District 8)** – Project Manager



Darren managed a project that updated the previous project initiation studies and completed the PA/ED phase for a new three-mile roadway connecting the City of Banning with the Community of Cabazon. The project had complex environmental issues requiring an EIR for CEQA, and initially an EIS for NEPA. Darren and his team were able to work with Caltrans to downgrade the NEPA document from an EIS to a Complex EA. Darren led the discussions with environmental resource agencies and ultimately assisted the County in negotiating reasonable mitigation measures which resulted in successful environmental clearance without legal challenge.

- **OCTA, 17th Street Grade Separation PA/ED, Orange County, CA** – Project Manager



Darren was responsible for preliminary engineering and environmental documentation to meet CEQA and NEPA requirements for a SE/CE. The project proposes to provide an underpass to separate the heavily congested Metrolink corridor with 17th Street, one of the only major east-west arterials in the area. Darren worked closely with the City of Santa Ana and Metrolink to obtain concurrence on the design concept and traffic operations during construction to minimize impacts to businesses and residents in a diverse, sensitive community.

- **SCRRA, Simi Valley Double Tack and Station Improvements, Simi Valley, CA** – Project Manager



Darren was responsible for the final design documents for two miles of additional mainline track along the Metrolink Ventura County Line (VCL) through Simi Valley. The project includes a second Metrolink platform at the station; a pedestrian underpass; an industry spur being modified; and five grade crossings being upgraded to accommodate a second track.

- **SCRRA, Canyon Double Track Extension, Santa Clarita, CA** – Project Manager



Darren was responsible for developing final design documents on schedule for the extension of the Saugus Siding, near existing CP Canyon, to the Santa Clarita Station along the AVL at MP 34.3 in Santa Clarita. The project includes 1.8 miles of double-tracking; a new railroad bridge for a roadway underpass; grade crossing improvements; the addition of a second platform to the existing Metrolink station; modification to the existing station; and a pedestrian underpass to access the second platform. It also includes extensive environmental permitting since the original EIR performed very limited field observations.

Darren Adrian, PE

(Cont.)

Other relevant projects:

- **City of Beaumont, I-10/Pennsylvania Avenue Corridor PA/ED and PS&E, Beaumont, CA (District 8)** – Project Manager
- **Morongo Band of Mission Indians, I-10 Interchange Improvements PSR, Cabazon, CA** – Project Manager
- **County of Riverside, I-215/Van Buren Boulevard PA/ED and PS&E, Riverside County, CA (District 8)** – Senior Engineer
- **Caltrain, Corridor Crossings Strategy, San Francisco to San Jose, CA** – Senior Engineer
- **City of Moreno Valley, I-215/Cactus Avenue Grade Separation, Moreno Valley, CA (District 8)** – Project Manager
- **County of Riverside, Mission Boulevard Bridge Replacement PA/ED and PS&E, Riverside, CA (District 8)** – Kimley-Horn Project Manager
- **Alameda Corridor-East, Brea Canyon Grade Separation, City of Industry, CA** – Subconsultant Project Manager
- **Alameda Corridor-East, Nogales (South) Grade Separation, City of Industry, CA** – Subconsultant Project Manager
- **Alameda Corridor-East, Nogales (North) Grade Separation, City of Industry, CA** – Subconsultant Project Manager
- **Alameda Corridor, Washington Boulevard Grade Separation, Los Angeles County, CA** – Senior Project Engineer
- **SBCTA, I-10/Mt. Vernon Avenue Interchange PA/ED and PS&E, Colton, CA (District 8)** – Quality Manager
- **City of Brea, Imperial Highway (SR-90) at 57 Freeway PSR-PDS, Brea, CA** – Principal-in-Charge
- **City of Buena Park, SR 91/Beach Boulevard Eastbound Entrance Ramp Modifications PA/ED and PS&E, Buena Park, CA** – Project Manager
- **City of Buena Park, SR 91/Beach Boulevard Westbound Exit Ramp Modifications PA/ED and PS&E, Buena Park, CA** – Project Manager
- **LA Metro/Caltrans District 7, SR 138 PA/ED, North Los Angeles County, CA** – Senior Engineer
- **SANDAG, SR 76 Widening from Melrose Drive to South Mission Road PS&E, San Diego, CA** – Senior Engineer



Jason Valencia, PE

Civil/Roadway Lead

Unique Value to the Project:

Jason served as project manager for the Sunset Grade Separation during the final design process and construction. He brings a wealth of information that will directly apply to the Hargrave Grade Separation project.

With 26 years of civil engineering experience, Jason brings an acute understanding of highway design and Caltrans standards, hands-on management experience with highway PSR, PA/ED and PS&E, and a proven history of successful project completions. He has efficiently delivered highway, freeway, multimodal facilities, and active transportation projects throughout California. Having created and fostered regional partnerships through multiple interchange projects delivered in Riverside County, Jason has a strong rapport with the stakeholders involved and knows what is required for successful implementation of highway interchange projects in District 8.

Professional Credentials

- Bachelor of Science, Civil Engineering, San Diego State University
- Professional Civil Engineer in California No. 63263
- American Society of Civil Engineers, Member

Total Years of Experience: 26

Relevant Experience

- **County of Riverside, I-10/Sunset Avenue Interchange Railroad Grade Separation PS&E, Banning, CA** – Project Manager
- **County of Riverside, I-215/Van Buren Boulevard PA/ED and PS&E, Riverside County, CA (District 8)** – Deputy Project Manager for PA/ED, Project Manager for PS&E
- **City of Moreno Valley, I-215 at Cactus Avenue PSR Interchange Improvements, Moreno Valley, CA** – Project Engineer
- **City of Menifee, I-215/Garbani Road Interchange PSR-PDS, CA (District 8)** – Project Manager
- **SBCTA, I-10/Mt. Vernon Avenue Interchange PA/ED and PS&E, Colton, CA (District 8)** – Project Manager
- **San Manuel Band of Mission Indians, SR 210/Victoria Avenue PA/ED, Highland, CA** – Project Manager
- **City of Barstow, First Ave Bridge over Mojave River Bridge Replacement PA/ED, Barstow, CA** – Project Manager
- **City of Barstow, North 1st Avenue Bridge Replacement PSR/PDS, PA/ED, and PS&E, Barstow, CA** – Project Manager
- **Caltrans District 11, I-805 North Asset Management, , CA** – Project Manager
- **Caltrans District 11, Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA** – Project Manager
- **Caltrans District 11, I-5 San Elijo Lagoon Bridge, San Diego, CA** – Project Engineer
- **Caltrans District 11, Clairemont Mesa Boulevard/SR 163 PSR/PR/ED & PS&E, San Diego, CA** – Project Engineer
- **City of San Diego, Palm Avenue and I-805 Interchange Widening, San Diego, CA** – Task Manager
- **City of Alhambra, 710 North Arterial and I-10 Interchange Improvements at I-10/Fremont Avenue, I-10/Atlantic Boulevard, and I-10/Garfield Avenue, Alhambra, CA** – Project Engineer
- **City of San Diego, I-5/Genesee Avenue Interchange PA/ED, PS&E and Construction Phase Services (CPS), San Diego, CA** – Project Engineer



Andrew Sanford, PE

Structures Lead

Unique Value to the Project:

Andy's combined experience on Caltrans, railroad structures, and having a senior role on the Sunset Grade Separation structures make him the perfect fit for the Hargrave Grade Separation project.

Andrew has an extensive background in structural design, leading the design of over 75 bridge projects, representing well over 100 individual bridges, including PS&E and Advance Planning Studies for both PSR and PA/ED documents. With more than 36 years of experience, including six years with Caltrans as a project engineer, his background ranges from bridge widenings, seismic retrofits, and bridge repairs to multi-structure interchanges and long aerial viaducts. In addition, he has led the design of numerous grade separations, underpasses, and overcrossings, requiring extensive coordination with federal, state, and local agencies, including Caltrans District 8. Andrew's involvement with the retaining walls and tie-back walls for I-10/Sunset Avenue will help more accurately identify costs and expedite approvals for these same features on the Bundy Canyon Underpass project.

Professional Credentials

- Bachelor of Science, Civil Engineering, California State University, Chico
- Professional Civil Engineer in California No. 49671
- American Society of Civil Engineers, Member

Total Years of Experience: 36

Relevant Experience

- **County of Riverside, I-10/Sunset Avenue Interchange PEER and PS&E, Banning, CA (District 8)** – Structures Lead
- **County of Riverside, I-215/Van Buren Boulevard PA/ED and PS&E, Riverside County, CA (District 8)** – Structures Lead
- **SBCTA, I-10/Mt. Vernon Avenue Interchange PA/ED and PS&E, Colton, CA (District 8)** – Structures Lead
- **City of Barstow, North First Avenue Bridge Replacement PSR, PA&ED, and PS&E, Barstow, CA (District 8)** – KH Project Manager (sub to Kleinfelder)
- **City of Ontario, Ontario Ranch Road - Three Span Bridge, Ontario, CA** – Bridge Engineer
- **City of Barstow, First Ave Bridge over Mojave River Bridge Replacement PA&ED, Barstow, CA** – Project Engineer
- **City of Barstow, Yucca Avenue Overhead Retrofit, Barstow, CA** – Project Manager
- **City of San Diego, I-5/Genesee Avenue Interchange PA&ED, PS&E and Construction Phase Services (CPS), San Diego, CA** – Structural Engineer
- **Caltrans D11, Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA** – Structures Task Manager
- **City of Lancaster, Avenue J/SR 14 (SR 138) Interchange PSR-PDS, PA&ED and PS&E, Lancaster, CA** – Structural Engineer
- **Alameda CTC, I-880 Interchange Improvements (Winton Ave/A St) PID and PA&ED, Hayward and Union City, CA** – Structural Engineer
- **County of San Benito, Carr Avenue Bridge Replacement, PS&E, San Benito County, CA** – Project Manager
- **County of San Benito, Cienega Road Bridge Replacement, PS&E, San Benito County, CA** – Project Manager
- **County of San Benito, Panoche Road Bridge Scour Countermeasure, San Benito County, CA** – Project Manager
- **City of Ceres, Mitchell Road/SR 99 DDI PA/ED and PS&E, Ceres, CA** – Structural Engineer



Austin Stake, PE

Rail Lead

Unique Value to the Project:

Austin's knowledge of UPRR standards and ability to collaborate with our internal senior rail engineers results in a high-quality, efficient design.

Austin brings over 10 years of civil engineering experience working on a wide range of railroad, drainage improvements, roadway, and transportation design projects. His design experience encompasses innovative grading designs within constrained railroad corridors and rail yards. Austin has extensive experience developing 3D grading models for determining earthwork quantities, detecting utility conflicts, and developing construction phasing concepts. His most recent rail experience includes projects along the Metrolink Ventura and Antelope Valley Lines, where he has served as the track design lead as well as lead for the grading and drainage task. Austin is well-versed in freight rail operations, having spent over five years either working directly with or coordinating with Class I rail operators. This experience enables Austin to understand how railroads operate to minimize impacts during construction phasing.

Professional Credentials

- Bachelor of Science, Civil and Environmental Engineering, University of Missouri, Columbia
- Professional Civil Engineer in Arizona No. 69095

Total Years of Experience: 11

Relevant Experience

- **Southern California Regional Rail Authority, Balboa Double Track Extension Project, Los Angeles, CA** – Project Engineer
- **Southern California Regional Rail Authority, Canyon Double Track Extension Project, Los Angeles, CA** – Project Engineer
- **Southern California Regional Rail Authority, Cogswell Road Grade Crossing, El Monte, CA** – Deputy Project Manager
- **Southern California Regional Rail Authority, Devonshire Street Crossing Safety Improvement, Los Angeles, CA** – Deputy Project Manager
- **Caltrain, Corridor Crossings Strategy, San Francisco to San Jose, CA** – Project Engineer
- **U.S. Army Corps of Engineers, Fort Johnson Rail Rehabilitation Project, Fort Polk, LA** – Design Lead
- **Camp Navajo-Rail Access, Bellemont, AZ** – Project Manager
- **BNSF, Atchison Line Rehabilitation, Rushville, MO** – Design Lead
- **Regional Transportation Authority of Central Oklahoma, Alternatives Analysis for Central OK Regional Transit Corridors EDEI Project, OK** – Project Engineer
- **Utah Transit Authority, FrontRunner Forward Program Management, Salt Lake City, UT** – Project Engineer
- **Utah Transit Authority, South Valley FrontRunner Extension, Provo, UT** – Track Design Lead
- **Maricopa Association of Governments, Regional Transportation Plan Arterial Roadways Cost Estimation, AZ** – Project Engineer
- **ADOT, SR 101L, Princess Drive to Shea Boulevard Design Concept Report (DCR) Update, Scottsdale, AZ** – Project Engineer
- **ADOT, I-10, Ina Road TI to Ruthrauff Road TI Final Design (I-10 Gap), Tucson, AZ** – Project Engineer
- **ADOT, I-40 Willow Creek Bridge Replacement #3, Kingman, AZ** – Project Analyst
- **ADOT, SR 97 Highway Reconstruction, Bagdad, AZ** – Project Engineer



Deborah Pracilio

Environmental Lead

Unique Value to the Project:

Deborah oversaw the I-10 Bypass environmental studies adjacent to the Hargrave Grade Separation which makes her familiar with the challenges, Caltrans D8 requirements, and resource agency concerns within the project area and will result in a more efficient process with reduced schedule.

Deborah is an expert in the management, preparation, and processing of documents pursuant to NEPA and CEQA. With more than 39 years of experience, she has been responsible for project oversight as Principal-in-Charge and preparation and project management of CEQA- and NEPA-mandated environmental documents for land use, institutional, and capital improvement projects, as well as for numerous controversial transportation and land use projects. Deborah brings her substantial experience with transportation projects and extensive knowledge of FHWA and Caltrans requirements and procedures to projects. She is also experienced with federal and State resource/regulatory requirements related to protection of environmental resources.

Professional Credentials

- Bachelor of Arts, Social Ecology, University of California, Irvine

Total Years of Experience: 39

Relevant Experience

- **City of Colton, Hunts Lane Grade Separation, San Bernardino and Colton, CA** – Principal-in-Charge of CEQA and NEPA
- **SBCTA, Colton Crossing Rail-to-Rail Grade Separation Project, Colton, CA** – Principal-in-Charge and Project Manager of CEQA/NEPA
- **City of Santa Ana, Fairview Drive Bridge Replacement, Santa Ana, CA** – Principal-in-Charge of IS/MND
- **Caltrans District 8, I-10 Bypass Cabazon-Banning, Cabazon Area, Riverside County, California** – EIR/EA Quality Control Manager
- **RCTC, Mid-County Parkway Construction Package 3, Riverside County, CA** – Principal-in-Charge of Revalidation, SHPSR, and DBESP Addendum
- **City of Ontario, Grove Avenue Widening and Grade Separation ND/FONSI, Ontario, CA** – Project Manager
- **OCTA, SR-91 Eastbound Auxiliary Lane, Orange and Riverside Counties, California** – Principal-in-Charge for IS/EA
- **City of Carlsbad, Poinsettia Lane Bridge-Widening Project** – Project Manager for Preparation of IS/MND
- **Orange County, Gateway EIS/EIR, Placentia, California** – Senior Environmental Planner
- **Port of Los Angeles, B Street Realignment and Widening and Container Terminal Backland Expansion, Los Angeles, California** – Project Manager and Principal Author of EIR
- **San Gabriel Valley Council of Governments, Alameda Corridor-East Construction Authority, On-Call CEQA/NEPA Services, Los Angeles, California** – Principal-in-Charge



Lissette Montoya

Funding Lead

Unique Value to the Project:

Lissette's focus is on municipalities and she has a history of obtaining large amounts of funding for transportation projects. She has worked with Darren for her entire career, making them the perfect combination for obtaining construction funding for the Hargrave Grade Separation and will keep the project moving through completion.

Professional Credentials

- Master of Business Administration, California State Polytechnic Pomona

Total Years of Experience: 20

Lissette has more than 20 years of comprehensive experience in project management and analysis, funding management, grant administration, and community outreach programs. She is experienced in issues impacting city governments and contract administration. She has experience in identifying federal and state fund allocation balances, programming funds, and administering long-and-short-range programs consistent with the economic capabilities of the city. Lissette directs the program management team so that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. Lissette has assisted various agencies in performing a variety of analyses and studies to identify state and federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grant solicitation process; planned and coordinated the implementation of awarded grants to ensure that the agency was compliant with applicable laws and regulations; and monitored and audited grant expenses. Under her direction, AVANT-GARDE has successfully monitored federal and state funding for municipal agencies throughout Southern California and written grants to secure over $541.4 million in funding for government agencies.

Relevant Experience

- **City of Industry, SR 57/SR 60 Confluence, Industry, CA** – Project/Funding Manager
- **City of Industry, Local Highway Bridge Program, Industry, CA** – Project/Funding Manager
- **City of Industry, Lemon Avenue Interchange, Industry, CA** – Project/Funding Manager
- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA** – Funding Manager
- **City of South El Monte, Traffic Signal Improvements at Lee Avenue/Garvey Avenue and Durfee Avenue/Peck Road, HSIP Cycle 10, South El Monte, CA** – Funding Manager
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA** – Funding Manager
- **City of Bell Gardens, HSIP Cycle 8, Bell Gardens, CA** – Funding Manager
- **City of Commerce, HSIP Cycle 7, Commerce, CA** – Funding Manager
- **City of Lynwood, HSIP Cycle 5, Lynwood, CA** – Funding Manager
- **City of Manhattan Beach, HSIP Cycle 5, Manhattan Beach, CA** – Funding Manager
- **City of La Mirada, Alondra/Valley View Improvements, La Mirada, CA** – Project/Funding Manager
- **City of Temple City, Rosemead Boulevard Beautification and Enhancements, Temple City, CA** – Funding Manager

AVANT GARDE



Alan Huynh, PE

Roadway Design

Unique Value to the Project:

Alan is familiar with the Pass Area as he has worked on several projects. He was also the project engineer on the McKinley Grade Separation from early design all the way through the current construction phase. He will apply this knowledge and lessons-learned to result in efficiencies on the Hargrave Grade Separation.

Alan has over 10 years of roadway planning and design experience, with an emphasis on major transportation projects involving Caltrans approvals. He has been involved with planning and final design for a wide range of projects in Riverside County including railroad grade separations, interchanges, roadway widenings, pavement rehabilitation, complete streets, and ADA corridor improvement projects. He brings recent experience with design and construction of grade separations as well as processing with Caltrans District 8.

Professional Credentials

- Master of Science, Engineering Management, University of California, Irvine
- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona
- Professional Civil Engineer in California No. 90459

Total Years of Experience: 10

Relevant Experience

- **City of Corona, SR 91/McKinley Street Grade Separation, Corona, CA (District 8)** – Project Engineer/Civil Engineering Lead
- **OCTA, 17th Street Grade Separation PA/ED, Orange County, CA** – Project Analyst
- **SGVCOG, SR 60/Fullerton Road Grade Separation, City of Industry, CA** – Project Engineer
- **County of Riverside, I-10 Bypass PA/ED, Riverside County, CA (District 8)** – Project Engineer
- **Riverside County (Lewis Management Corp.), North I-15, Temescal Canyon PID/PSR-PDS, Riverside County, CA** –Project Engineer
- **Morongo Band of Mission Indians, I-10 Interchange Improvements PSR, Cabazon, CA** – Project Engineer
- **City of Beaumont, Pennsylvania Avenue Widening, Beaumont, CA** – Project Engineer
- **County of Riverside, Mission Boulevard Bridge Replacement, Riverside, CA** – Project Analyst
- **Richland Communities, Ethanac Avenue Bridge, Perris, CA** – Project Engineer
- **City of Brea, Imperial Highway (SR-90) at 57 Freeway PSR-PDS, Brea, CA** – Project Manager
- **Caltrans D11, I-5 North Coast - PA&ED and PS&E (also Staff Augmentation I-5 HOV Extension PS&E,**
- **San Elijo Lagoon Bridge), San Diego, CA** – Project Analyst
- **City of El Monte, Ramona Boulevard at Valley Boulevard Intersection Improvement Project, El Monte, CA** – Project Engineer



Jim Roldan, TE

Traffic Studies/TMP

Unique Value to the Project:

Jim's experience on railroad grade separations combined with his knowledge of Caltrans requirements will help keep the process moving through Caltrans approvals.

Professional Credentials

- Master of Science, Civil Engineering, University of California, Irvine
- Bachelor of Science, Civil Engineering, University of California, Irvine
- Professional Traffic Engineer in California No. TR2482

Total Years of Experience: 26

Jim is a senior traffic engineer and transportation planner with 26 years of experience who has led or played a key role in numerous large-scale transportation and traffic engineering projects. His experience includes transportation planning, transportation systems analysis/microsimulation, big data collection for large corridor projects, ITS planning/design, traffic signal design, traffic handling design, traffic management planning, and signing/striping design. Jim formerly held positions at LADOT and Caltrans District 12 and is very familiar with local agency requirements. Jim has worked with clients throughout Southern California, including Riverside and San Bernardino counties to complete traffic studies and perform technical analysis for a variety of transportation planning projects. He has contributed to numerous large-scale traffic impact studies involving extensive data collection and analysis of numerous intersections, freeway, and roadway segments. Jim's design experience includes traffic signal design, signing and striping design, worksite traffic control design, ITS design, and signal interconnect design.

Relevant Experience

- **RCTD, Jurupa Road Grade Separation PS&E, Jurupa Valley, CA** – Traffic Management Lead*
- **SBCTA, Palm Avenue Grade Separation Project PA/ED, San Bernardino, CA** – Transportation Engineer*
- **City of Industry, Fairway Drive Grade Separation PS&E Project, City of Industry, CA** – Traffic Lead*
- **RCTD, Clinton Keith Road Extension Traffic Analysis, Riverside County, CA** – Transportation Engineer*
- **RCTC, Mid-County Parkway, Riverside County, CA** – Transportation Engineer*
- **RCTC, State Route 79, Riverside County, CA** – Transportation Engineer*
- **City of Pomona, Mission Boulevard/SR 71 Interchange PS&E Project, Pomona, CA** – Transportation Engineer*
- **LA Metro, SR 91 Central Avenue to Acacia Court Improvement Project PA/ED and PS&E, Los Angeles, CA** – Senior Traffic Engineer*
- **LA Metro, I-5 HOV Improvements in North County PS&E, Santa Clarita, CA** – TMP Lead*
- **TCA/Caltrans District 12, SR-241/SR 91 Express Lanes Connector PA/ED, Orange County, CA** – Traffic Lead*
- **Caltrans District 7, SR-71 Widening PA/ED Traffic Analysis, Los Angeles County, CA** – Traffic Lead*
- **Caltrans District 12/OCTA, Improvements to I-5/Oso Parkway Interchange PS&E, Orange County, CA** – Transportation Engineer*

**Projects prior to Kimley-Horn*



Sam McWhorter, PE

Drainage/Water Quality; Wet Utilities

Unique Value to the Project:

Sam led the drainage studies and utility relocations on the Sunset Grade Separation and the I-10 Bypass projects, and will carry this knowledge to the Hargrave Grade Separation to result in an efficient process with a reduced schedule.

Sam has 27 years of experience on a variety of complex civil, stormwater, wastewater, water engineering, and dry utility coordination projects that involve Caltrans. His experience includes designing and managing projects involving civil design, sewer, water, pump stations, wastewater treatment, and storm drain systems. His water and wastewater experience includes designing and managing projects that include large and small diameter pipeline replacements, water booster pump stations, sewer lift stations, stormwater pumping stations, metering facilities, trenchless installation, and pipeline rehabilitation. He has worked on a variety of public works and private projects and has a strong base knowledge of the permitting requirements. He provides assistance from conceptual project planning through detailed design and project implementation.

Professional Credentials

- Master of Science, Civil Engineering (Water Resources), San Diego State University
- Bachelor of Science, Civil Engineering, San Diego State University
- Professional Civil Engineer in California No. 61788
- American Society of Civil Engineers, Member

Total Years of Experience: 27

Relevant Experience

- **County of Riverside, I-10/Sunset Avenue Grade Separation PA/ED and PS&E, Banning, CA (District 8)** – Task Manager – Utilities and Drainage Design
- **County of Riverside, I-10 Bypass PA/ED, Riverside County, CA (District 8)** – Utilities and Drainage Lead
- **SGVCOG, SR 60/Fullerton Road Grade Separation, City of Industry, CA** – Utilities and Drainage Design
- **County of Riverside, I-215/Van Buren PA/ED and PS&E Phases, Riverside County, CA** – Utilities and Drainage Lead
- **City of Temecula, Main Street Bridge Hydraulic Design, Temecula, CA** – Project Engineer
- **City of San Diego, I-5/Genesee Avenue Interchange PA/ED, PS&E and Construction Phase Services (CPS), San Diego, CA** – Drainage and Water Line Design
- **City of San Diego, I-805/Palm Avenue Interchange PSR-PDS and PA/ED, San Diego, CA** – Drainage Design
- **Caltrans D11, I-805 Managed Lanes South, Alignment Studies for Unit 3, San Diego, CA** – Drainage Design
- **Ted Williams Parkway Pedestrian Bridge, San Diego, CA** – Project Engineer
- **San Dieguito River Floodplain Analysis, Escondido, CA** – Project Engineer
- **San Ysidro Intermodal Transportation Center, San Diego, CA** – Project Engineer
- **City of Agoura Hills, US 101 and Palo Comado Canyon Road Interchange PA/ED, Agoura Hills, CA** – Drainage Task Manager



Nick Watt

Wet Utilities (Kinder Morgan)

Unique Value to the Project:

Nick is part of our design team that works directly with Kinder Morgan. He knows their standards and will be invaluable in helping with the relocation strategy for the 20-inch oil line.

Professional Credentials

- Bachelor of Science, Mechanical Engineering and Economics, Butler University, Indianapolis, IN

Total Years of Experience: 10

Nick is an experienced professional with a strong background in the design of transmission pipelines and stations across multiple utility operators in the industry. With 10 years of professional experience and over seven years in the industry, Nick has honed his expertise in various aspects of pipeline design, including new pipelines, pipeline relocations, launcher/receiver design, bore design, and pipeline retrofit replacement programs. He has successfully tailored these designs to meet the specific needs of different operators, and the challenges of design/construction in the real world. His transmission pipeline work has included steel pipeline designs ranging from four inches to 24 inches, tackling projects of varying complexities in both urban and rural environments. Specifically with Kinder Morgan, Nick is in design on a 16” transmission pipeline relocation in Arizona. This complex project has involved the design of a Horizontal Directional Drill beneath a river and coordination with the DOT and the municipalities to get permits approved and design buy-in. He is aware of the efforts required to get a Kinder Morgan line relocated in a private or public right-of-way. Moreover, his exemplary leadership and project management skills enable him to effectively lead multidisciplinary teams and maintain open lines of communication with clients, paving the way for successful project outcomes, on time and on budget.

Relevant Experience

- **Kinder Morgan, 16” MCDOT Pipeline Relocation, Glendale, AZ** – Project Manager
- **Kinder Morgan, Beech Hollow Meter Station, Jackson, OH** – Project Manager
- **Rettew, 4” Catawba County RNG Pipeline, Catawba County, NC** – Project Manager
- **Rettew, 4” Wayne County RNG Pipeline, Dudley, NC** – Project Manager
- **Nicor, 16” Transmission and 6” Distribution IDOT Rockford Relocation, Rockford, IL** – Project Manager
- **Nicor, 12” Transmission IDOT Rockford Relocation, Rockford, IL** – Project Manager
- **Nicor, Ten Station Bypass Valve Replacement Program, IL** – Project Manager
- **NiSource, Five Pipeline Retrofit and Launcher/Receiver Program, IN, OH, PA, VA** – Lead Engineer
- **NiSource, 16” Laketon to Warsaw Pipeline Retrofit, Warsaw, IN** – Project Engineer
- **Xcel Energy, 20” County Road-B Pipeline Replacement, St. Paul, MN** – Project Engineer
- **Xcel Energy, 6” Hugo Pipeline Replacement, Hugo, CO** – Project Engineer
- **Xcel Energy, 8” Grand Junction Pipeline Replacement, Grand Junction, CO** – Project Engineer



Michael Madsen, PLA, CLIA, ASLA

Landscape Architecture/Aesthetics; Visual Analysis

Unique Value to the Project:

Michael was a key component on the success of the Sunset Grade Separation aesthetic theme that was so well-received by the City. He will carry this to the Hargrave Grade Separation to result in a similar outcome.

Bio Michael has more than 20 years of landscape architectural experience in master planning, streetscapes, site design, pool and amenity areas, and planting and irrigation design. His background includes coordinating multidisciplinary design projects involving landscape architecture, urban planning, architecture, civil engineering, roadway design, and transportation. Michael has a passion for people spaces and seeks opportunities for environmental education in his designs for the public and private realm. He strives to use plant palettes that combine aesthetics with a sensitivity towards efficient water use by pulling in native and adaptive species.

Professional Credentials

- Master of Landscape Architecture, Landscape Architecture, University of Florida
- Bachelor of Science, Business Administration, Florida State University
- Professional Landscape Architect, California No. 5798
- Certified Landscape Irrigation Auditor #92638
- Council of Landscape Architectural Registration Boards #21623
- American Society of Landscape Architects, Full Member

Total Years of Experience: 20

Relevant Experience

- **County of Riverside, I-10/Sunset Avenue Interchange Railroad Grade Separation PS&E, Banning, CA** – Landscape Architect
- **City of Corona, McKinley Street Grade Separation, Corona, CA** – Landscape Architect
- **County of Riverside, I-215/Van Buren Boulevard PA/ED and PS&E, Riverside County, CA (District 8)** – Landscape Architect
- **Beaumont Unified School District, Summerwind K-8 School Brand New Campus, Calimesa, CA** – Project Manager
- **Jamul Indian Village, SR 94 Improvements - NEPA, EIR, PA/ED, and PS&E (Jamul Indian Village), Jamul, CA** – Landscape Architect
- **Caltrans District 11, Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA** –Landscape Architect
- **City of San Diego, I-5/Genesee Avenue Interchange PA/ED, PS&E and Construction Phase Services (CPS), San Diego, CA** – Landscape Architect
- **MTC, I-580 HOV Lane Extension Visual Simulation, Oakland, CA** – Landscape Architect
- **Bay Area Toll Authority, I-580 Open Road Tolling Visual Simulation, Richmond, CA** – Landscape Architect



Corey Hill

FRA Grant Implementation

Unique Value to the Project:

Corey's previous leadership position at FRA will benefit the Hargrave Grade Separation for grant funding compliance and any other FRA-related issue, especially if the FRA does not delegate NEPA lead to Caltrans.

Corey has 30 years of experience serving in governance roles for federal, state, regional, and local agencies. His areas of responsibility have included multibillion-dollar rail and transit projects and program management for multibillion-dollar capital project portfolios at the state and federal levels. As the Project Manager for the $5.6 billion Dulles Corridor Metrorail Project (Silver Line), Corey led the Virginia Department of Rail and Public Transportation's early development of the project and advancement through FTA's New Starts Program. As the Director of the Office of Program Delivery for FRA, Corey led a multidisciplinary office that was integrated with grantees into rail project delivery for over 400 intercity passenger rail, high-speed passenger rail, and freight rail projects funded through a $25 billion portfolio of federal funds.

Professional Credentials

- Master of Public Administration, Public Administration, George Mason University
- Bachelor of Science, Political Science, James Madison University
- American Public Transportation Association, Member
- American Association of State Highway and Transportation Officials, Standing Committee on Rail Transportation, Member
- Transportation Research Board, Member

Total Years of Experience: 30

Relevant Experience

- **Program Management, Project Management, and Engineering/Design Oversight Support for Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, Washington, DC, to Richmond, VA** – Program Director
- **Virginia Railway Express, Strategic Business Plan Support, Alexandria, VA** – Project Manager
- **Federal Railroad Administration (FRA), Program Support for Amtrak Capital Grant Program Oversight and Governance, Washington, DC** – Kimley-Horn Project Manager
- **Chesterfield County, DRPT Application for Improvements to the Petersburg Train Station, Chesterfield County, VA** – Project Manager
- **NCDOT Rail Division, Southeast Corridor Coordination Assistance (High-Speed Rail Support), Statewide, NC** – Project Manager
- **FRA, Washington, DC** – Executive Director*
- **FRA Office of Program Delivery, Washington, DC** – Director*
- **FRA Rail Project Development and Delivery, Washington, DC** – Director*

**Projects prior to Kimley-Horn*



Melissa DuMond, AICP (FRA)

NEPA Compliance

Unique Value to the Project:

Melissa's background with the FRA will be invaluable should the FRA decide to take the lead on NEPA compliance.

Melissa is a conscientious project manager who undertakes assignments with tight deadlines, fiscal constraints, and balancing multiagency missions. Her experience in conducting planning studies for passenger rail include federal, state, and local programs. She specializes in strategic planning efforts deployed to address specific issues with stakeholder management, service optimization, environmental clearance, and financing of capital investments. She has experience serving as key staff representing or supporting local, state, and federal leadership including Board of Directors and special committees. Melissa possesses practical knowledge of federal, state, and local programs; NEPA; state environmental laws; and land management and planning. Prior to joining Kimley-Horn, Melissa served as the Director of Planning & Integration for the California High-Speed Rail Authority in Sacramento. Prior to that, she worked for the FRA as the Southwest Regional Manager responsible for more than $4 billion in federal appropriations from FRA's High Speed Intercity Passenger Rail (HSIPR) Program.

Professional Credentials

- Master of Public Administration, Environmental Policy and Management, North Carolina State University
- Master of Natural Resources, Natural Resources Policy, North Carolina State University
- Bachelor of Science, Environmental Studies, University of North Carolina at Wilmington
- American Institute of Certified Planners, Member

Total Years of Experience: 25

Relevant Experience

- **SamTrans, Program Management Services for the Dumbarton Rail Corridor Project, San Mateo County, CA** – Program Manager
- **Caltrain, Caltrain Business Plan Support, San Mateo, CA** – Project Manager
- **California State Transportation Agency (CalSTA), Statewide Passenger Rail Network Integration and Station Planning Activities, Sacramento, CA** – Project Manager
- **Virginia DRPT, Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, Washington, DC to Richmond, VA** – Service Planning/Environmental Task Manager
- **FRA Program Support for Amtrak Capital Grant Program Oversight/Governance, Washington, DC** – Project Planner
- **California High-Speed Rail Authority, Sacramento, CA** – Director of Planning and Integration*
- **Federal Railroad Administration, Washington, DC** – Southwest Regional Manager (2011–2014); Transportation Industry Analyst (2010–2011); Environmental Protection Specialist (2009–2011)*

**Projects prior to Kimley-Horn*



Jodi Ross-Borrego

Biological Resources

Unique Value to the Project:

Jodi was instrumental on the I-10 Bypass project for gaining consensus from USFWS and CDFW on very sensitive and challenging issues that will come up on the Hargrave Grade Separation. She is unmatched when it comes to knowledge of this area within the MSHCP and will keep the project from getting stalled or even challenged during environmental processing.

Professional Credentials

- Bachelor of Science, Environmental Biology, Humboldt State University, Arcata, CA

Total Years of Experience: 23

Jodi is primarily responsible for assisting clients in conducting and managing the coordination of biological resource evaluations and assessments; managing and overseeing construction compliance projects; preparing environmental documentation for renewable energy projects; managing on-call service contracts with utility providers; preparing biological reports for transportation projects, including bridge replacement, road widening, and interchange modifications; and environmental permitting. She works with various resource and regulatory agencies to analyze impacts and recommend mitigation measures as part of the California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documentation for both private- and public-sector projects. In addition, Jodi has extensive experience in Southern California, particularly in the Colorado and Mojave Deserts. She has conducted biological studies in a variety of terrestrial and aquatic habitats, including specific special-status species surveys for the Casey's June beetle, arroyo toad, desert tortoise, Coachella fringe-toed lizard, flat-tailed horned lizard, burrowing owl, coastal California gnatcatcher, least Bell's vireo, Mohave ground squirrel, and Coachella Valley round-tailed ground squirrel, as well as a variety of plant species.

Relevant Experience

- **Northpoint Development, Sunset Crossroads Master Plan EIR, Banning, CA** – Senior Biologist
- **First Industrial Realty Trust, First Hathaway Logistics Project, Banning, CA** – Senior Biologist
- **Diversified Pacific, Rancho San Gorgonio, Banning, CA** – Senior Biologist
- **Caltrans District 8, I-10 Bypass Cabazon-Banning, Cabazon Area, Riverside County, CA** – Biology Task Lead
- **Riverside County Transportation Department, Various On-Call Projects, Riverside County, CA** – Biology Task Lead
- **Caltrans and City of Indio, Avenue 44 Bridge Low-Flow Crossing Replacement Project, Indio, CA** – Senior Biologist
- **RCTC, Mid-County Parkway Construction Package 3, Riverside County, CA** – Biology Task Lead
- **Caltrans District 8 and City of Moreno Valley, SR-60/World Logistics Center Parkway Interchange Project, Moreno Valley, CA** – Senior Biologist
- **RCTC, I-15/Railroad Canyon Road PS&E, Lake Elsinore, CA** – Senior Biologist



Alahesh Thurairajah, PE, GE, BC.GE

Geotechnical Engineering

Unique Value to the Project:

Alahesh has already helped provide solutions to challenging structural items related to geotechnical issues, such as the walls under the I-10 Freeway on the Hargrave Grade Separation. He will continue to provide this value for the new bridge and other items on the project.

Alahesh has 15 years of experience and has provided geotechnical design/construction recommendations per Caltrans procedures for 250+ bridges, 300+ standard and non-standard retaining walls, and 150+ miles of roadway. He has prepared Foundation Reports, Geotechnical Design Reports, and Materials Reports in compliance with Caltrans standards. Alahesh has managed grade separation projects along UPRR and BNSF tracks. In addition to his project management skills, his technical expertise includes design of deep and shallow foundation for bridges, retaining walls, and drainage structures; probabilistic seismic hazard evaluation, liquefaction and seismic settlement evaluations, lateral spreading evaluation, static and pseudo-static slope stability analyses, pavement structural section evaluation/design, and corrosion evaluation.

Professional Credentials

- Master of Science, Civil Engineering, University of California, Los Angeles
- Bachelor of Science, Magna Cum Laude, Civil Engineering, California State Polytechnic University, Pomona
- Professional Geotechnical Engineer, California No. 3123
- Professional Civil Engineer, California No. 81439
- Board-Certified Geotechnical Engineer, Certificate No. 01457, ASCE

Total Years of Experience: 15

Relevant Experience

- **City of Beaumont, Pennsylvania Street Grade Separation, Beaumont, CA** – Geotechnical Project Manager
- **City of Corona, McKinley Street Grade Separation Project, Corona, CA** – Geotechnical Project Manager
- **City of Riverside, 3rd Street Grade Separation PA/ED and PS&E, Riverside, CA** – Geotechnical Project Manager
- **City of Montclair, Central Avenue Overhead (Widen/Replace), Montclair, CA** – Geotechnical Project Manager
- **LA Metro, Rosecrans/Marquardt Grade Separation Project, Santa Fe Springs, CA** – Geotechnical Project Manager
- **City of Moreno Valley, Indian Street/Cardinal Avenue Bridge, Moreno Valley, CA** – Geotechnical Project Manager
- **City of Perris, I-215/Harley Knox Boulevard Interchange Project PA/ED, Riverside County and Perris, CA** – Geotechnical Project Manager
- **RCTC, I-215/Placentia Avenue Interchange Improvements (Mid County Parkway Phase I) PS&E, Riverside County and Perris, CA** – Geotechnical Project Manager
- **City of Riverside, SR 91/Adams Street Interchange (PID and PA/ED), Riverside, CA** – Geotechnical Project Manager
- **SBCTA, SR 60/Archibald Avenue Interchange Project (PA/ED and PS&E), Ontario, CA** – Geotechnical Project Manager

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering



Mark Mendoza, MRED

Right-of-Way

Unique Value to the Project:

Mark's experience processing complex right-of-way transactions on railroad grade separations is unmatched. His expertise will guide the City through a smooth right-of-way process and obtain Caltrans Right-of-Way Certification.

Mark has 38 years of practical and diversified experience in real estate program management, real estate acquisition, relocation assistance, public infrastructure projects, real estate administration, and public policy and finance. He manages and directs a varied set of challenging development/redevelopment projects in Southern California. As a right of way program manager for the $1.7 billion Alameda Corridor-East Construction Authority Project, Mark has been responsible for all planning, coordination, and supervision of turn-key right of way services for the project. In addition, he has also served in key real estate management roles on projects for the City of Los Angeles Community Redevelopment Agency and the Los Angeles Unified School District. Prior to joining Paragon, Mark headed the Metropolitan Water District's Real Estate Services Department. He also served as a principal negotiator for Metro's Real Estate and Joint Development Department.

Professional Credentials

- Master of Science, Real Estate Development (MRED), University of Southern California, School of Urban Planning & Development
- Bachelor of Science, Business Administration Concentration in Real Estate Finance and Urban Economics, University of Southern California
- California Real Estate Broker, No. 01445764

Total Years of Experience: 38

Relevant Experience

- **City of Corona, McKinley Street Grade Separation Project, Corona, CA** – Right of Way Program Director
- **City of Pomona, SR-71/Mission Boulevard Grade Separation Project, Pomona, CA** – Right of Way Project Manager
- **San Bernardino County Transportation Authority, West Valley Connector BRT Project, Ontario, CA** – Right of Way Project Manager
- **San Gabriel Valley Council of Governments, SR 57/SR 60 Interchange Confluence Project, Los Angeles County, CA** – Right of Way Project Manager
- **San Gabriel Valley Council of Governments, Gateway to America Project, Los Angeles County, CA** – Real Estate Program Director



Kameron Qureshi, PE

Roadway Design

Professional Credentials

- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona
- Professional Civil Engineer in California No. 92631

Total Years of Experience: 10

Kameron is a seasoned project manager with comprehensive experience in civil engineering, traffic management, and drainage design for diverse roadway projects. His proficiency extends to overseeing the design and coordination of utilities, particularly in the context of grade separations and roadway developments as well as design of American with Disabilities Act (ADA) improvements, roadway widenings, and bike, park, and intersection improvements. With a strong foundation in civil engineering, Kameron has successfully completed numerous hydrology studies, demonstrating his understanding in optimizing drainage systems. Additionally, he is adept at developing intricate traffic control plans and delivering precise cost estimates for public road projects. Kameron's multifaceted skillset and in-depth understanding of civil engineering principles positions him as a valuable asset in the successful execution of complex infrastructure initiatives.

Relevant Experience

- **City of Corona, McKinley Street Grade Separation, Corona, CA** – Project Engineer
- **SGVCOG, SR 60/Fullerton Road Grade Separation, City of Industry, CA** – Project Engineer
- **County of Riverside, Transportation Department, Mission Boulevard Bridge Replacement, Riverside, CA** – Project Manager
- **City of Beaumont, Pennsylvania Avenue Widening, Beaumont, CA** – Project Engineer
- **Town of Apple Valley, Yucca Loma Road Widening, Apple Valley, CA** – Project Manager
- **City of Ontario, Ontario Ranch Road Bridge, Ontario, CA** – Project Engineer
- **City of Jurupa Valley, Pedley Road and Jurupa Road Intersection Analysis, Jurupa Valley, CA** – Project Engineer
- **City of Blythe, Professional Engineering Design Services for the Beautify Blythe Program, Blythe, CA** – Project Engineer
- **City of Indian Wells, Local Roads Paving, Indian Wells, CA** – Project Manager
- **County of San Bernardino, Fontana Avenue Resurfacing and ADA Improvements, San Bernardino, CA** – Project Manager
- **County of San Bernardino, Third Street Resurfacing and ADA Improvements** – Project Manager
- **City of Santa Monica, California Avenue Roadway Reconstruction, Santa Monica, CA** – Project Manager
- **City of Palmdale, Division Street and Rancho Vista Boulevard Intersection Improvement, Palmdale, CA** – Project Manager
- **City of Palmdale, Palmdale Resurfacing Improvements, Palmdale, CA** – Project Manager
- **City of Santa Ana, Warner Ave Street Widening and Storm Drain Improvements (Oak Street to Wright Street), Santa Ana, CA** – Project Engineer
- **City of Santa Ana, South Main Street Corridor Improvements, Santa Ana, CA** – Project Engineer
- **City of El Monte, Ramona Boulevard at Valley Boulevard Intersection Improvement Project, El Monte, CA** – Project Engineer
- **City of Santa Monica, Lincoln Neighborhood Corridor Streetscape Project (LiNC), Santa Monica, CA** – Project Engineer



Jose Ramirez, PE

Structures Engineering - Bridges

Professional Credentials

- Master of Science, Civil Engineering, University of California, Irvine
- Bachelor of Science., Structural Engineering, University of California, San Diego
- Professional Civil Engineer in California No. 80502

Total Years of Experience: 15

Jose has more than 15 years of professional experience specializing in structural design of bridges (e.g., new bridges, bridge widenings, and bridge replacements with associated demolitions), culverts, retaining walls, and miscellaneous structures for a variety of public and private development projects. His experience includes execution of preliminary and final engineering design, multidisciplinary design team and agency coordination, resource management, quality management, quantity and cost estimating, plan checking, schedule and budget development, design support during construction, and project delivery for alternative procurement methods. Jose is fluently bilingual (English/Spanish) with a diverse background and abilities to serve local, state, and federal agencies while balancing multiple stakeholder interests.

Relevant Experience

- **SBCTA, I-10/Mt. Vernon Avenue Interchange, San Bernardino County, CA** – Project Engineer
- **City of Ontario, Ontario Ranch Road Bridge, Ontario, CA** – Project Engineer
- **City of Ontario, Vineyard Avenue Grade Separation, Ontario, CA** – Project Engineer*
- **City of Barstow, North 1st Avenue Bridge Replacement, Barstow, CA** – Project Engineer and Deputy Project Manager*
- **City of San Marcos, Discovery Lake Bridge Design Rehabilitation, San Marcos, CA** – Structures Task Manager
- **San Dieguito Joint Powers Authority (JPA), Osuna Trail Pedestrian Bridge at San Dieguito River, San Diego, CA** – Structures Task Manager
- **Trammell Crow/City of Montclair, Montclair Station Bridge, Montclair, CA** – Project Engineer
- **City of Ceres, SR 99/Service Rd/Mitchell Road Interchange, Ceres, CA** – Structures Task Manager
- **County of San Benito, Replacement of Carr Avenue Bridge Over Carr Creek, Aromas, CA** – Project Engineer
- **Alameda CTC, I-880 Interchange Improvements (Winton Avenue/A Street), Hayward and Union City, CA** – Project Engineer
- **Texas Department of Transportation (TxDOT), IH-35 Northeast Expansion South Bridge Design, San Antonio, TX** – Project Engineer
- **City of Manhattan Beach, Manhattan Beach On-Call, Manhattan Beach, CA** – Structures Task Manager
- **City of Mountain View, Mountain View Transit Center Grade Separation and Access Project, Mountain View, CA** – Project Engineer
- **City of Monterey, North Fremont Sidewalk Gap Closure, Monterey, CA** – Project Engineer
- **County of Riverside, Tucalota Creek Bridge, Temecula, CA** – Project Engineer*
- **City of San Marcos, Palomar Station Pedestrian Overcrossing, San Marcos, CA** – Project Manager*
- **City of Chula Vista, Willow Street Bridge Replacement, Chula Vista, CA** – Project Manager*
- **SANDAG, San Diego River Bridge Double Track Project, San Diego, CA** – Project Engineer*
- **Imperial County, Anza Road Bridge Replacement, Imperial County, CA** – Project Engineer*

**Prior to joining Kimley-Horn*



Steve Johnson, PE, SE

Structures Engineering - Walls

Professional Credentials

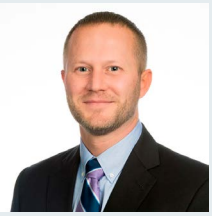
- Master of Science, Structural Engineering, California State University, Sacramento
- Bachelor of Science, Civil Engineering, California State University, Sacramento
- Professional Civil Engineer in California No. 71603
- Professional Structural Engineer in California No. 5779

Total Years of Experience: 20

Steve is a structural engineer with over 20 years of experience working on transportation projects across the western U.S. This experience spans every stage of project development—from planning and design to construction support and inspection. He has designed steel and concrete (cast-in-place, posttensioned, precast, prestressed, and spliced girders) highway bridges over waterways, railroads, and other highway facilities, including haunched, highly skewed, and arched structures. Steve has notable experience with seismic retrofits, historic bridge rehabilitation, and context-sensitive aesthetic enhancement. His project background includes design for federal, state, county, and municipal clients under traditional and alternative (design-build) delivery frameworks. Steve is especially skilled in completing fast-paced design under expedited schedules and for challenging environmental conditions; acting as a liaison with stakeholders and other design teams on large-scale, multidisciplinary projects; and performing the design of retaining structures, culverts, and minor buildings.

Relevant Experience

- **Park City Historic Union Pacific Rail Trail SR 248 Bicycle/Pedestrian Overpass, Park City, UT** – Structural Engineer
- **Avimor Development, Highway 55 Northern Underpass (aka McLeod Road Design), Boise County, ID** – Structural Engineer
- **ACHD, Locust Grove Bridge #1207, Meridian, ID** – Structural Engineer
- **ITD, SH-39 over Wasteway Canal Bridge, American Falls, ID** – Structural Engineer
- **LHTAC, 14th Avenue North Bridge Over Indian Creek, Nampa, ID** – Project Manager
- **LHTAC and Fremont County, N 2700 E Bridge Over Crosscut Canal, St. Anthony, ID** – Structural Engineer
- **Metro Transit Blue Line LRT Extension, Hennepin County, MN** – Structural Engineer
- **LHTAC and Fremont County, N 1600 E Bridge Over St. Anthony Canal, St Anthony, ID** – Project Manager
- **TxDOT, #5108 SAT IH 35 Northeast Expansion (NEX) South PSE, San Antonio, TX** – Structural Engineer
- **ACHD, Stoddard Bridge Widening #2085, Meridian, ID** – Structural Engineer
- **UDOT, 2022 Structural Design and Management Support Services Pool - Interim Submission, Statewide, UT** – Project Manager
- **27800-Glenns Ferry HD at Little Canyon Creek, Glenns Ferry, ID** – Project Manager
- **Gilbert Ocotillo Road Greenfield Road to Higley Road, Gilbert, AZ** – Structural Engineer
- **ADOT, I-10, Dirk Lay Road to SR 387, Chandler, AZ** – Structural Engineer
- **UDOT, Adams Avenue Over I-84 Deck Replacement (0C 644), South Ogden, UT** – Structural Engineer
- **Inspirado Development, Star Road Bridge Widening, Star, ID** – Structural Engineer
- **Sandy East Bridge Replacements (previously Sandy Off System Bridges), Sandy, UT** – Structural Engineer



Zachary Teague, PE

Rail Design

Professional Credentials

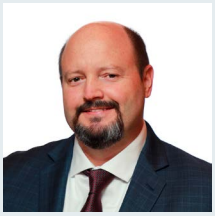
- Bachelor of Science, Civil Engineering, Texas A&M University
- Professional Engineer in Texas No. 98220, Virginia, DC, Maryland, and Connecticut
- American Railway Engineering and Maintenance-of-Way Association, Member
- American Public Transportation Association, Member
- American Society of Civil Engineers, Member

Total Years of Experience: 22

Zach has 22 years of transit and transportation experience specializing in the preparation and development of preliminary and final design for transit and roadway projects. This experience has been used on heavy and light rail transit, commuter rail, freight rail, bus rapid transit, automated people movers, highway interchanges, grade separations, urban freeways, and urban and rural roadways. He has considerable experience in planning and design of rail transit systems operating in semi-exclusive and fully exclusive rights-of-way. Having been involved in transit design projects from a planning, design, construction, and program management perspective, he has significant experience in all phases of project design and implementation. Zach's track design as well as urban roadway and transit design experience provides him a broader view of the opportunities and constraints that must be considered when planning and designing transit facilities in differing operational and physical conditions. Many of Zach's previous projects have required extensive consideration of the interaction between trains, passenger vehicles, and pedestrian facilities at grade crossings and station facilities.

Relevant Experience

- **RCTD, I-10/Sunset Avenue Interchange Railroad Grade Separation PS&E, Banning, CA** – Project Engineer
- **SGVCOG, SR 60/Fullerton Road Grade Separation, City of Industry, CA** – Track Technical Support and Track QC
- **Southern California Regional Rail Authority, Canyon Double Track Extension, Santa Clarita, CA** – Track Technical Support and Track QC
- **Southern California Regional Rail Authority, Balboa Double Track Extension, Los Angeles, CA** – Track Technical Support and Track QC
- **Southern California Regional Rail Authority, Simi Valley Double Track and Station Improvements, Simi Valley, CA** – Track Technical Support and Track QC
- **Virginia Department of Rail and Public Transportation (DRPT), Program Management, Project Management, and Engineering/Design Oversight Support for Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, VA** – Project Engineer
- **SANDAG/MTS Light Rail Transit (LRT) Renewal Project Blue Line Stations, San Diego, CA** – Project Engineer
- **Metro Transit Blue Line LRT Extension, Hennepin County, MN** – QC/QA Reviewer
- **MWAA, Dulles Corridor Metrorail Project Program Management Support Services (for WMATA Silver Line) Phase 1 and 2, Vienna, VA** – Project Engineer
- **Houston METRO East End BRT/LRT Guideway Rapid Transit Corridor, Houston, TX** – Project Engineer



Wiley McCain, PE

UPRR Coordination

Professional Credentials

- Bachelor of Science, Civil Engineering Technology, Kennesaw State University
- Professional Engineer in Georgia #035671 and North Carolina #056571
- American Railway Engineering and Maintenance-of-Way Association, Member

Total Years of Experience: 26

Wiley has 26 years of experience in railroad engineering. He has handled projects of all types and sizes—from passenger stations, rail line consolidations, crossing closures, and construction phasing, to joint freight-commuter operations, agreement support for corridor sales, high-speed rail projects, and more. Prior to joining Kimley-Horn in 2022, Wiley spent more than two decades at Norfolk Southern Railway where he learned firsthand what railroad systems look for in their projects and how to facilitate coordination with private or public entities.

Relevant Experience

- **Southern California Regional Rail Authority, Balboa Double Track Extension, Los Angeles, CA** – Senior Engineer/Track QC
- **Virginia Passenger Rail Authority (VPRA), Program Management, Project Management, and Engineering/ Design Oversight Support for Transforming Rail in Virginia, Statewide, VA** – Project Engineer
- **Virginia Passenger Rail Authority (VPRA), Transforming Rail in Virginia, New River Valley Passenger Rail Project, Blacksburg, VA** – Project Manager
- **Virginia Passenger Rail Authority (VPRA), Transforming Rail in Virginia, Richmond Layover Facility, Richmond, VA** – Project Engineer
- **CapMetro Double Tracking from Adelphi Lane to McNeil Drive, TX** – Project Engineer
- **RTA Alternatives Analysis for Central OK Regional Transit Corridors EDEI Project, OK** – Project Engineer
- **Utah Transit Authority (UTA), FrontRunner Forward Program Management, Salt Lake City, UT** – Project Engineer
- **Virginia Railway Express (VRE), Broad Run Commuter Expansion*** – Project Manager
- **Charlotte Area Transit System (CATS), Blue Line LRT, Mecklenburg County, NC*** – Freight Railroad Engineering Lead
- **North Carolina DOT- Rail Division, American Recovery and Reinvestment Act (ARRA) Stimulus Funded Piedmont Improvement Program, Charlotte to Raleigh, NC*** – Freight Railroad's (NS) Engineering Project Manager
- **Charlotte Area Transit System (CATS), Blue Line LRT, Mecklenburg County, NC*** – Freight Railroad Engineering Lead
- **Amtrak, Americans with Disabilities Act Station Improvement Program, Multiple Locations, United States*** – Freight Railroad's (NS) Engineering Lead

**Projects prior to Kimley-Horn*



Jessica Mauck

Cultural/Historical Resources

Professional Credentials

- Master of Arts, Historical Archaeology, University of Leicester, England
- Bachelor of Arts, Anthropology, University of California, Los Angeles
- Registered Professional Archaeologist
- Society for American Archaeology Desert Renewable Energy Conservation Plan (DRECP) Task Force Chair, 2021-2023
- CALFIRE Native American Advisory Council, 2019-2023
- Caltrans Native American Advisory Council, 2022-2023

Total Years of Experience: 15

Jessica has over 15 years of experience in cultural resources management and historic preservation. She is listed in the Register of Professional Archaeologists (RPA) and meets Secretary of Interior (SOI) Professional Qualifications for Archaeology, History, and Architectural History. Her background includes long-term contracting for Federal land management agencies (USFS, NPS, DoD, BLM, etc.), overseeing Cultural Resources Management programming within Tribal government, and serving on several historic preservation advisory groups for State and Federal agencies. She has extensive experience conducting all phases of archaeological and historic architectural fieldwork and reporting under applicable state and federal law, such as the NHPA, NEPA, and CEQA. She also has many years of experience managing process for inadvertent discoveries of human remains and the inventory/repatriation of existing archaeological collections subject to State and Federal law, such as the Native American Graves Protection and Repatriation Act (NAGPRA) and California Health & Safety Code (Section 7050.5).

Relevant Experience

- **Banning Commerce Center Project, Banning, CA** – Paleontological Resources Assessment (CEQA), Principal Investigator/Sole Author
- **The Greens-Indio Project, Indio, CA** – Cultural Resources Assessment (CEQA), Principal Investigator/Sole Author
- **SCRRA, Canyon Double Track Extension, Santa Clarita, CA** – Cultural Resources Lead
- **SCRRA, Balboa Double Track Extension, Los Angeles, CA** – Cultural Resources Lead
- **SCRRA, Devonshire Street Crossing Safety Improvement, Los Angeles, CA** – Cultural Resources Lead
- **BNSF, BIG Barstow, Barstow, CA** – Cultural Resources Assessment, Paleontological Resources Assessment, and Tribal Cultural Resources Coordination (CEQA & NEPA/NHPA), Principal Investigator
- **956 Seward Project, Los Angeles, CA** – Archaeological Resources Assessment and Paleontological Resources Assessment (CEQA), Principal Investigator/Sole Author
- **Los Angeles Aerial Rapid Transit (LA ART) Project, Los Angeles, CA** – Environmental Support Services (Aesthetics, Archaeology, and Historic Built Environment)
- **Serverfarm Burbank Project, Burbank, CA** – Cultural Resources Inventory and Evaluation Report (CEQA), Principal Investigator/Sole Author
- **450 North Roxbury Drive Project, Beverly Hills, CA** – Archaeological Resources Assessment (CEQA), Principal Investigator/Sole Author
- **2357 Durfee Avenue Project, El Monte, CA** – Cultural Resources Assessment (CEQA), Principal Investigator/Sole Author
- **Irwindale Speedway Project, Irwindale, CA** – Cultural Resources Assessment (CEQA), Principal Investigator/Sole Author



Achilles (Ace) Malisos

Air Quality/GHG; Noise and Vibration

Professional Credentials

- Master of Arts, Urban and Regional Planning, University of California, Irvine
- Bachelor of Arts, Environmental Studies, University of California, Santa Cruz

Total Years of Experience: 19

Ace serves as an environmental analyst, with a specialty in acoustics, air quality, and climate change. He has experience in the research, preparation, and analysis consistent with CEQA and NEPA for a variety of environmental planning projects involving transportation, redevelopment, infrastructure, residential, mixed use, institutional, and commercial uses. Ace has the ability to implement a full analysis methodology per Environmental Protection Agency (EPA), CARB, Air Pollution Control District/Air Quality Management District, and Caltrans/FHWA guidelines. His expertise in Air Quality/Greenhouse Gas Assessments includes technical modeling experience using various state and federally approved programs including the California Emissions Estimator Model (CalEEMod), AERMOD, CALINE4, and EMFAC. He also provides a full range of noise impact analyses for public and private sector clients. Ace utilizes his experience with noise monitoring using Type I rated instruments, as well as sophisticated noise modeling using FHWA-RD-77-108, Traffic Noise Model 2.5, and SoundPLAN to develop noise attenuation recommendations where necessary.

Relevant Experience

- **County of Riverside, SB 743 Implementation Plan, CA** – Environmental Planner
- **Ram Investments, Interstate 10/Avenue 50 Interchange, Coachella, CA*** – Acoustical Analyst
- **BNSF, Ono Lead Track Extension Project: CEQA, Entitlements, and Engineering Design, San Bernardino, CA** – Environmental Planner
- **City of Gardena, Gardena Transit-Oriented Development Specific Plan EIR, Gardena, CA** – Environmental Planner
- **Santa Clara VTA, US 101/SR 25 Interchange Improvements Phase 1 PS&E and SR 152 Trade Corridor, Santa Clara County, CA** – Environmental Planner
- **Alameda CTC, I-880 Interchange Improvements (Winton Ave/A St) PID and PA&ED, Hayward and Union City, CA** – Environmental Scientist
- **City of Los Alamitos, Interstate 605/Katella Avenue Interchange Project Study Report/Project Development Support (PSR/PDS), Los Alamitos, CA*** – Environmental Specialist and Air Quality and Noise Analyst
- **OCTA, Interstate 5 Widening - Project Report/Environmental Document (SR 73 to El Toro Road), Orange County, CA*** – Environmental Planner
- **Hennepin County, Vehicle Miles Traveled (VMT) Reduction Assessment, MN** – Environmental Planner

**Projects prior to Kimley-Horn*



Matt Durham, PLA, ASLA

Landscape Architecture/Aesthetics

Professional Credentials

- Bachelor of Science, Landscape Architecture, California State Polytechnic University, San Luis Obispo
- Professional Landscape Architect, California No. 4840
- American Society of Landscape Architects, Member

Total Years of Experience: 27

Matt is licensed landscape architect with 27 years of experience in management, planning, design, and construction of a wide range of projects. He utilizes his leadership, management, and technical background in all aspects of landscape architecture and is committed to producing a quality product with high levels of client and team interaction. Matt's background covers a wide range of project types from master planned communities, park systems, trail and open space planning, streetscapes, education, commercial campuses, institutional facilities, and retail destinations. His experience overseeing projects and teams from conceptualization through construction implementation is critical to achieving successful projects while maintaining strong client relationships.

Relevant Experience

- **City of Irvine, Sand Canyon Avenue & Great Park Boulevard Street Plan, Irvine, CA** – Landscape Architect
- **City of Irvine On-Call Capital Improvement Program -Engineering, Irvine, CA** – Landscape Architect
- **City of Irvine, Native American Village at Portola Springs, Irvine, CA** – Landscape Architect
- **UCI Health Rehabilitation Hospital, Irvine, CA** – Landscape Architect
- **VA Medical Center Residential Rehabilitation Treatment Program Facility, Loma Linda, CA** – Landscape Architect
- **LifePoint Senior Living Facility & Rehabilitation Hospital, Sunnyvale, CA** – Landscape Architect
- **City of Sunnyvale, W. El Camino Real & W. Olive Street Public Realm Plan, Sunnyvale, CA** – Landscape Architect
- **Irvine Marriott Reinvestment Program, Irvine, CA** – Landscape Architect
- **City of Fontana, Walnut Village Specific Plan, Fontana, CA** – Landscape Architect
- **San Juan Oaks Golf Clubhouse and Restaurant, Hollister, CA** – Landscape Architect
- **City of Newport Beach, Sunset Ridge Park, Newport Beach, CA** – Landscape Architect*
- **City of Irvine, Portola Springs Community Park and Native American Center, Irvine, CA** – Landscape Architect*
- **Irvine Ranch Land Reserve, Comprehensive Trails and Open Space Vision Plan, Irvine, CA** – Landscape Architect*
- **County of Orange, El Toro Mixed-Use Redevelopment Plan, Irvine, CA** – Landscape Architect*
- **City of Irvine, Great Park Neighborhoods Master Landscape and Trails Plan, Irvine, CA** – Landscape Architect*
- **City of Long Beach, Lakewood Boulevard Revitalization Plan, Long Beach, CA** – Landscape Architect*
- **Park Place Mixed-Use Community Master Plan, Irvine, CA** – Landscape Architect*
- **City of Brea, Public Trails Improvements Program, Brea, CA** – Landscape Architect*
- **County of San Bernardino, Speedway Redevelopment Guidelines, San Bernardino, CA** – Landscape Architect*
- **County of Orange, Boy Scouts of America Outdoor Education Center, Irvine, CA** – Landscape Architect*

**Projects prior to Kimley-Horn*

GUIDE TO EVALUATION CRITERIA

D. Disclosure

To the best of our knowledge, Kimley-Horn does not have any past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee. In the interest of disclosure, we have provided a list of current and past projects with and within the City of Banning. None of the listed projects conflict with the Hargrave Grade Separation contract with the City.

Past and Current Projects:

- City of Banning, Environmental Services for the Wastewater Treatment Plant Upgrades
- City of Banning, On-Call Engineering Services
- RCTD, I-10/Sunset Avenue Grade Separation
- RCTD, I-10 Bypass
- Morongo Band of Mission Indians, Morongo Casino and Resort Parking Structure Layout
- Rancho San Gorgonio, LLC, Caltrans Support
- Carvana, LLC, Carvana Banning
- Wal-Mart Stores, LLC, Sam's Banning
- Family Dollar Stores, Inc., Family Dollar Store West Ramsey
- Messenger Investment Co., Messenger Industrial Park Banning Airport

E. Experience and References

As demonstrated in our proposal, Kimley-Horn, our subconsultants, and proposed key personnel meet the minimum experience requirements as listed in section III. Prerequisites. In addition, we confirm the following:

- Kimley-Horn has at least five years of experience, within the past five years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services.
- Kimley-Horn has not filed for bankruptcy under any business name over the past five years.
- Kimley-Horn has created an account on the OpenGov portal.
- Kimley-Horn has registered as a vendor on the City's electronic bidding system and is listed as a Prospective Bidder for this specific project.
- Kimley-Horn and its key personnel hold the appropriate licenses for the disciplines and the required services as of the date our proposal is submitted.
- Kimley-Horn and our subconsultant partners are registered with the Department of Industrial Relations.

Relevant Project Experience

The Kimley-Horn team has been working on projects involving grade separations and Caltrans District 8 for over 25 years. Our most recent projects are in the Pass Area, City of Corona, City of Colton, and City of Highland. This has resulted in a core group that understands the community needs in this area and is able to quickly obtain agency approvals. This experience is supplemented by our depth of experience that spans throughout the nation. The projects on the following pages demonstrate our recent work relevant to the Hargrave Grade Separation.

Cesar Tolentino, *Engineering Division Manager*
Riverside County Transportation Department
4080 Lemon Street, 8th Floor, Riverside, CA 92502
951.955.1520
ctolenti@rivco.org
Project: I-10 Bypass - Banning to Cabazon

Aaron Azevedo, *Director, State of Good Repair*
Southern California Regional Rail Authority
2558 Supply Street, Bldg. A, Pomona, CA 91767-4291
909.392.8532
AzevedoA@scrra.net
Projects: Simi Valley Double Tack and Station Improvements; Canyon Double Track Extension

Jason Lee, *Program Manager for Rail Capital Programs*
Orange County Transportation Authority
550 S. Main Street, Orange, CA 92868
714.560.5833
jlee1@octa.net
Project: 17th Street Grade Separation

We have included reference information for each relevant projects listed on the following pages. However, for your convenience we have listed three here. We value our clients and encourage you to contact them and inquire about our past performance.

> The Kimley-Horn team has worked as a valued integrated partner with Caltrain over the last two years to lead our Corridor Crossings Program…. I have found the Kimley-Horn team to be proactive in addressing challenges, provide full service of support to Caltrain, and operate with the highest integrity.
>
> - Dahlia Chazan, Chief, Caltrain Planning

GUIDE TO EVALUATION CRITERIA

County of Riverside, I-10/Sunset Avenue Interchange Railroad Grade Separation PA/ED and PS&E, Banning, CA



> ...Kimley-Horn took the ball and ran with it. They handled everything, including tough Caltrans approvals. Their great relationship and access to approving agencies was invaluable.
>
> - Scott Staley, Riverside County

Kimley-Horn, as prime consultant, prepared the Environmental Document (ED) and final design (PS&E) package for the UPRR railroad grade separation project adjacent to the I-10/Sunset Avenue interchange in the City of Banning, located within Caltrans District 8. Prior to the final design phase, Kimley-Horn completed the CEQA/NEPA documentation, which obtained environmental approvals from Caltrans for NEPA technical studies in only six months—a process that typically takes two years. The project included modification to the interchange ramps and lowering Sunset Avenue to accommodate the railroad grade separation. The project also included raising the UPRR double tracks, shoofly tracks, new bridge structure, tie-back walls under I-10, drainage design, utility coordination and design, landscape architecture, and complex stage construction. To save $10 million in funding, Kimley-Horn partnered with Riverside County to rescope the project and persuaded Caltrans to classify this project as a streamlined project. In addition, Kimley-Horn assisted the City with the California Public Utilities Commission (CPUC) application and the Construction and Maintenance (C&M) Agreement.

Relevance to Hargrave Grade Separation:

- NEPA technical studies to demonstrate CE
- Caltrans PEER process and approvals
- UPRR coordination and C&M Agreement
- CPUC coordination
- Lowering of I-10 interchange ramps
- Tie-back walls under freeway with raised sidewalks
- New railroad bridge
- Retaining walls
- UPRR mainline double track shoofly
- UPRR mainline track re-establishment
- New storm drain to avoid pump station
- Utility coordination and relocations
- Aesthetic enhancements with landscape/hardscape features

Project Dates: 5/2010 – 7/2016

Client Reference: John Ashlock, Project Manager; Riverside County Transportation Department; 4080 Lemon Street, 8th Floor, Riverside, CA 92502; 951.955.1511; jashlock@rivco.org

City of Corona, SR 91/McKinley Street Grade Separation Project, Corona, CA



Kimley-Horn, as part of the Biggs Cardosa Associates team, served as the primary designer for the proposed McKinley Street Grade Separation Project at the BNSF railroad in the City of Corona. This included all the design and coordination for roadways, traffic, construction staging, utility relocations, drainage, water quality, and adjacent site modifications. It also included leading the PEER process with approvals through Caltrans and assisting with right-of-way requirements. The project included raising McKinley Street approximately 30 feet with an arch bridge spanning 291 feet, a new connector road with two new intersections, and complex right-of-way acquisitions. As part of this work, Kimley-Horn was responsible for the design and coordination of improvements to the freeway interchange at SR 91 and McKinley Street. This included widening the eastbound exit ramp to four lanes, widening McKinley Street, and reconfiguring the intersection at the eastbound ramps terminal. The work within Caltrans right-of-way required the PEER process for approval of the Traffic Operations Analysis Report (TOAR), Stormwater Data Report (SWDR), Final Design PS&E, Transportation Management Plan (TMP), and associated documents. The project had an aggressive schedule in order to maintain $85 million in Senate Bill 132 funding. The team is currently providing construction support services.

Relevance to Hargrave Grade Separation:

- Caltrans PEER process and approvals
- Impacts to freeway ramps
- Utility coordination and relocations
- Complex construction staging
- Area detours
- New storm drain systems
- WQMP and SWDR with treatment facilities
- Right-of-way requirements
- Adjacent site modification designs

Project Dates: 7/2018 – Ongoing

Client Reference: Alan Zhang, Associate Engineer; City of Corona – Public Works Department; 400 S. Vicentia Avenue, Corona, CA 92882; 951.736.2236; alan.zhang@coronaca.gov

SGVCOG, SR 60/Fullerton Road Grade Separation Project, City of Industry, CA



Kimley-Horn, as part of the Biggs Cardosa Associates team, served as the primary designer responsible for a new underpass of a major arterial at the UPRR double mainline tracks (LA Subdivision). This included all the design and coordination for roadways, rail, traffic, construction staging, adjacent site modifications, and utility relocations. It also included leading the PEER process with approvals through Caltrans and assisting with right-of-way requirements. The project included raising the UPRR mainline double tracks 8.5 feet and lowering Fullerton Road approximately 15 feet with three new bridges and retaining walls to accommodate the UPRR tracks, Railroad Street, and separate pedestrian crossing. Major utility relocations included a 54-inch sewer, 30-inch-high pressure gas, 24-inch reclaimed water, electrical transmission lines, Verizon conduits, and several other utilities. The project also required widening of Fullerton Road under SR 60 and reconfiguring the interchange ramp terminals/intersections. Construction staging required shoofly tracks, temporary walls, and multiple phases to construct the new track embankment, utilities, and roadways while minimizing impacts on the active railroad and traveling public. The team is currently providing construction support services.

Relevance to Hargrave Grade Separation:

- Caltrans PEER process and approvals
- UPRR approvals
- CPUC coordination
- UPRR mainline double track shoofly
- UPRR mainline track and spur re-establishment
- Impacts to freeway ramps
- Utility coordination and relocations
- Complex construction staging
- Area detours
- Right-of-way requirements
- Adjacent site modification designs

Project Dates: 10/2012 – Ongoing

Client Reference: Martin Moreno, Senior Project Manager; San Gabriel Valley Council of Governments; 1333 S. Mayflower Avenue, Suite 360, Monrovia, CA 91016; 626.457.1800; mmoreno@sgvcog.org

OCTA, 17th Street Grade Separation PA/ED Project, Santa Ana, CA



Kimley-Horn, as prime consultant, completed the preliminary engineering and environmental documentation phase work for a proposed grade separation of 17th Street, a major east-west arterial in the City of Santa Ana, with the Metrolink (SCRRA) tracks. This rail line is also used by UPRR and BNSF. The project includes lowering 17th Street and Lincoln Avenue to create an underpass in a congested community of commercial and industrial uses surrounded by residential development. Various alternatives were evaluated to raise the tracks and minimize impacts on adjacent properties. This also included proposed shoofly track options and addressing relocation of existing universal crossovers. The project is planned for federal funding and therefore underwent environmental technical studies, with Caltrans as lead agency for NEPA, to support a Categorical Exclusion.

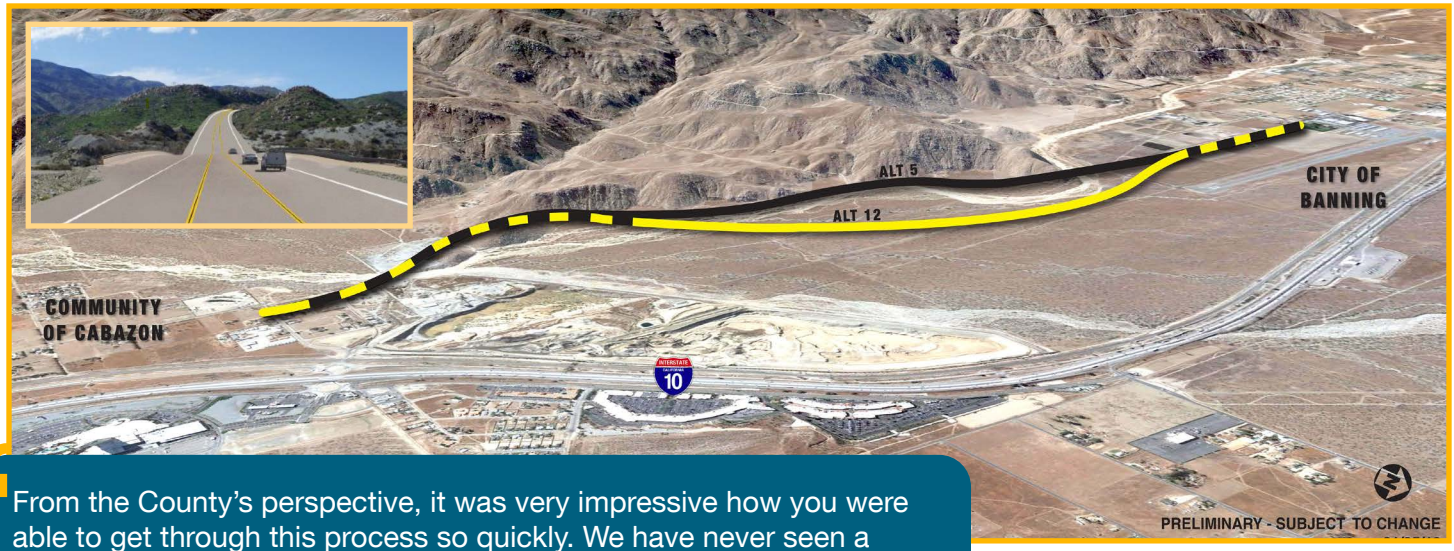
Relevance to Hargrave Grade Separation:

- NEPA technical studies to demonstrate CE
- Adjacent residential and industrial properties requiring retaining walls
- Mainline double track shoofly
- Impact to railroad universal crossover
- Complex construction staging

Project Dates: 10/2014 – 7/2017

Client Reference: Jason Lee, Program Manager for Rail Capital Programs; Orange County Transportation Authority; 550 S. Main Street, Orange, CA 92868; 714.560.5833; jlee1@octa.net

County of Riverside, I-10 Bypass - Banning to Cabazon PA/ED, Riverside County, CA



> From the County's perspective, it was very impressive how you were able to get through this process so quickly. We have never seen a project of this size come together so well at the end. In some cases we get close but can never close so quickly with all of the signatures. It was the Kimley-Horn team that made themselves available 24/7 to respond/meet/revise anything that was asked. The quality of both the design and environmental documents were at the highest quality.
>
> - John Marcinek, Riverside County

Kimley-Horn, as prime consultant, completed preliminary engineering and environmental clearance (PA/ED) for a new three-mile roadway to connect Hathaway Street to Morongo Trail in Banning and within the immediate vicinity of the Morongo Band of Mission Indians lands. The project is located along two major drainages (Smith Creek and San Gorgonio River) and the San Jacinto Foothills. The new road will provide connectivity between local communities, improve emergency access, and provide relief in the event of an emergency shutdown of the I-10 Freeway. Kimley-Horn led a team of specialists to provide comprehensive environmental services and preliminary design that included the new roadway, major drainage features, water quality features, relocation of transmission utilities (SCE, SoCal Gas, and Kinder Morgan), two long-span bridges, and one smaller bridge.

The project ED was completed through the Caltrans NEPA Delegation process for District 8 and coordinated through the Local Assistance Office. Working closely in partnership with Caltrans to clarify their key environmental concerns, we avoided an EIS and prepared an EIR/Complex EA. The project also required close coordination with the Morongo Band of Mission Indians, the Bureau of Indian Affairs, City of Banning, and a host of additional stakeholders.

Relevance to Hargrave Grade Separation:

- Caltrans NEPA approvals
- Directly adjacent to the Hargrave Grade Separation project
- Impacts the same community
- Same drainage/sand transport concerns by wildlife agencies
- Same traffic evaluation area
- Same drainage study area
- Primary access point for I-10 Bypass
- Many of the same stakeholders
- Impacts to Kinder Morgan line

Project Dates: 1/2012 – 1/2022

Client Reference: Cesar Tolentino, Engineering Division Manager; Riverside County Transportation Department; 4080 Lemon Street, 8th Floor, Riverside, CA 92502; 951.955.1520; ctolenti@rivco.org

SCRRA, Simi Valley Double Tack and Station Improvements, Simi Valley, CA



Kimley-Horn, as prime consultant, completed final design documents for two miles of additional mainline track along the Metrolink Ventura County Line (VCL) through the City of Simi Valley. The project includes a second Metrolink platform at the station; a pedestrian underpass; an industry spur which is being modified; and five grade crossings which are being upgraded to accommodate a second track. Work also included a traffic analysis of the grade crossings and traffic signal preemption/timing plans, coordination with NEPA compliance, and managing the CPUC approvals process. Kimley-Horn is supporting SCRRA and the Program Management Consultant in environmental and local agency permitting and utility coordination with affected owners. Currently, Kimley-Horn is assisting SCRRA with final resolution of UPRR comments and approvals through the CPUC.

Relevance to Hargrave Grade Separation:

- Shared UPRR corridor
- New underpass structure
- Retaining walls
- Track design
- Grading and drainage adjacent to active tracks
- Cross culverts
- Parallel and crossing utilities
- Railroad signals
- Complex phasing with restrictive work windows

Project Dates: 12/2020 – Ongoing

Client Reference: Kevin McCune, Senior Railroad Civil Engineer; Southern California Regional Rail Authority; 2558 Supply Street, Bldg. A, Pomona, CA 91767; 213.434.2171; McCunek@scrra.net

SCRRA, Canyon Double Track Extension, Santa Clarita, CA



Kimley-Horn, as prime consultant, has nearly completed the development of the final design documents on schedule for the extension of the Saugus Siding, near the existing CP Canyon, to the Santa Clarita station along the AVL at MP 34.3 in the City of Santa Clarita. The project includes 1.8 miles of double-tracking; a new railroad bridge for a roadway underpass; grade crossing improvements; the addition of a second platform to the existing Metrolink station; modification to the existing station; and a pedestrian underpass to access the second platform. It also includes extensive environmental permitting requirements since the original EIR performed limited field observations. As part of the design process, the Kimley-Horn team supported SCRRA with value engineering recommendations to reduce the overall project cost while still achieving the operational goals of the project. This resulted in saving over $20 million while keeping the overall project on schedule. Project elements include rehabilitation of portions of the existing track/alignment, drainage improvements, retaining wall, and facility improvements. Currently, Kimley-Horn is finalizing the Camera-Ready PS&E documents.

Relevance to Hargrave Grade Separation:

- Shared UPRR corridor
- New railroad bridge for roadway underpass
- New pedestrian underpass structure
- Retaining walls
- Track design
- Grading and drainage adjacent to active tracks
- Cross culverts
- Parallel and crossing utilities
- Railroad signals
- Complex phasing with restrictive work windows

Project Dates: 5/2023 – Ongoing

Client Reference: Kevin McCune, Senior Railroad Civil Engineer; Southern California Regional Rail Authority; 2558 Supply Street, Bldg. A, Pomona, CA 91767; 213.434.2171; McCunek@scrra.net

City of Barstow, North 1st Avenue Bridge Replacement PSR/PDS, PR/ED, and PS&E, Barstow, CA



Kimley-Horn, as a subconsultant to Kleinfelder, is providing civil engineering services for the replacement of North 1st Avenue Bridge Overhead, a 1,160-footlong bridge over the BNSF railroad classification yard in the City of Barstow. Because this project is funded through Highway Bridge Program (HBP), it is being processed through Caltrans District 8 Local Assistance and Structures Local Assistance. The project includes preparation of preliminary engineering design, bridge advance planning studies, environmental document, drainage analysis, traffic management plan, water quality studies, utilities relocation coordination, right-of-way acquisition, and value analysis study.

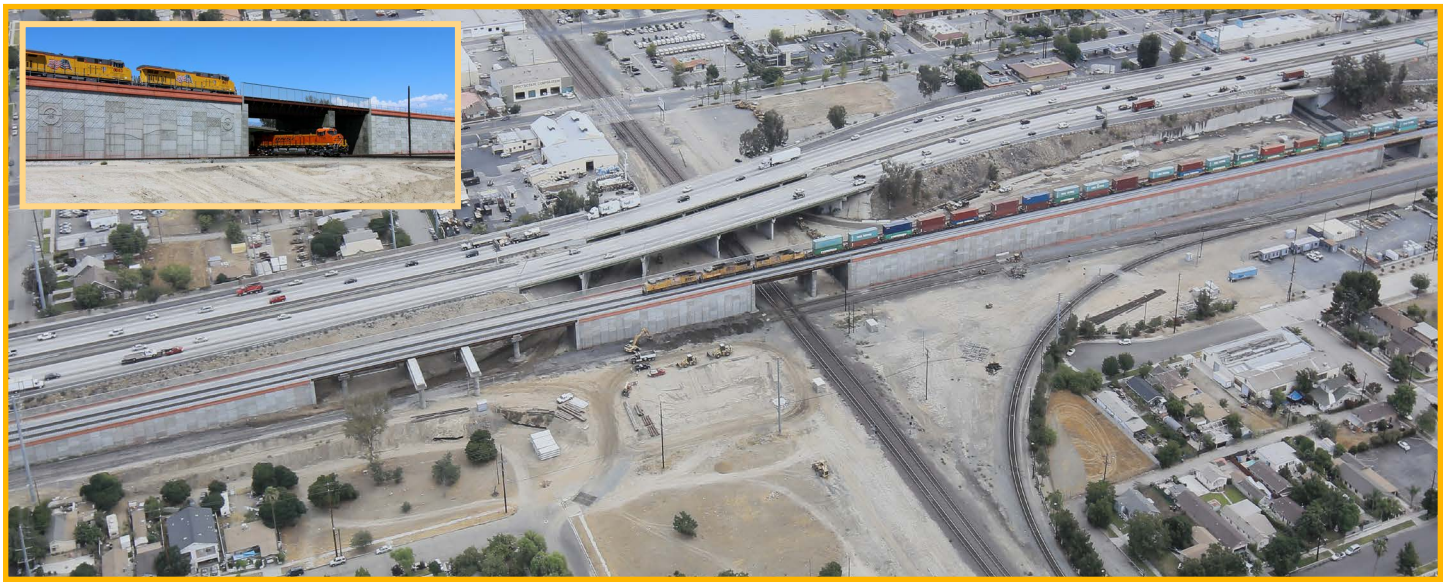
Relevance to Hargrave Grade Separation:

- Railroad approvals
- CPUC coordination
- Design shoofly
- Track reestablishment
- Utility coordination and relocations
- Complex construction staging
- Right-of-way requirements

Project Dates: 4/2023 – Ongoing

Client Reference: Brad Merrell, Consulting City Engineer; City of Barstow; 220 East Mountain View Street, Suite A, Barstow, CA 92311; 760.255.5105; bmerrell@barstowca.org

SBCTA, Colton Crossing Grade Separation, Colton, CA



LSA prepared the Initial Study/Mitigated Negative Declaration and Environmental Assessment/Finding of No Significant Impact for the project. Additional technical studies were prepared for cultural resources, biological resources, air quality, community impacts, and visual resources. This effort was conducted in an expedited time frame, requiring close coordination with cultural resources staff from Caltrans District 8, FHWA, and the FTA to complete the evaluation effort in time for inclusion in the environmental documents.

LSA was also responsible for simultaneous permitting of the project through the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife to ensure project construction was initiated within the time frame required by the federal and State grant monies.

LSA worked directly with UPRR staff on project design issues related to biological resources impacts and architectural features. UPRR relied on LSA staff to handle the complex cultural resources issues associated with the project resulting from the Section 106 process. UPRR and LSA staff worked together to collect data using ground-penetrating radar, remote sensing, test pits, and other field surveys. LSA and UPRR staff also worked together on community outreach to address neighborhood concerns about the project.

Colton Crossing Flyover is the recipient of several nationally recognized awards including California Transportation Foundation 2013 Rail Project of the Year; American Council of Engineers of California 2014 Honor Award for Engineering Excellence; and American Council of Engineering Companies of Nebraska 2014 Merit Award for Engineering Excellence. It was selected as a finalist in the competition for the American Society of Civil Engineers' prestigious 2015 Outstanding Civil Engineering Achievement Award.

Relevance to Hargrave Grade Separation:

- UPRR Corridor
- Caltrans District 8 Local Assistance
- Caltrans Environmental Technical Studies
- ACOE, RWQCB, and CDFW involvement
- Environmental Permitting

Project Dates: 7/2008 – 7/2011

Client Reference: Victor Ortiz, Assistant Public Works Director/City Engineer; City of Colton; 650 North La Cadena Drive, Colton, CA 92324; 909.514.4210; vortiz@coltonca.gov

SGVCOG, Alameda Corridor-East Construction Authority, On-Call Services, Los Angeles, CA



LSA has provided on-call CEQA/NEPA and technical assistance to San Gabriel Valley Association of Governments (previously the Alameda Corridor-East (ACE) Construction Authority) since 2011. Under this on-call, LSA has prepared CEQA and NEPA documents for seven grade separation projects, a pedestrian overcrossing, and intersection improvements along the ACE alignment. These task orders have included preparation and processing of Statutory Exemptions for CEQA and Categorical Exclusions for NEPA with documentation through Caltrans District 7 - Local Assistance, technical studies to support CEQA/NEPA documentation, regulatory permitting and construction monitoring/mitigation compliance. LSA has received over 30 task orders through this contract, including cultural resources and air quality mitigation monitoring during construction of the San Gabriel Trench Project.

Relevance to Hargrave Grade Separation:

- UPRR Corridor
- CEQA Statutory Exemption (SE) and NEPA Categorical Exclusion (CE)
- UPRR Underpasses
- Caltrans Local Assistance
- Caltrans Environmental Technical Studies
- ACOE, RWQCB, and CDFW involvement
- Environmental Permitting

Project Dates: 1/2011 – Ongoing

Client Reference: Martin Moreno, Senior Project Manager; San Gabriel Valley Council of Governments; 1333 S. Mayflower Avenue, Suite 360, Monrovia, CA 91016; 626.457.1800; mmoreno@sgvcog.org

GUIDE TO EVALUATION CRITERIA

Appendix

Draft Redline Scope of Work

Scope of Work

Our scope is based on the project limits being along Hargrave Street between Lincoln Street and Ramsey Street including the adjacent frontage properties; all four I-10 Interchange ramps up to the freeway gore areas; and along the UPRR right-of-way between San Gorgonio Avenue and approximately 4,500 feet east of Hargrave Street. In addition, the extension of the City-maintained storm drain from Charles Street to the proposed grade separation area.

We anticipate a 36-month continuous design schedule.

We assume no-fee permits unless specifically identified. Permit fees are intended to be an allowance and tracked in accordance with invoicing procedures.

In general, we anticipate up to two rounds of agency comments on studies and reports identified in this scope. A third round of comments will involve a workshop to resolve comments and finalize.

Task 1 - Project Administration

This task includes the day-to-day management of the Project. The Consultant Project Manager shall maintain ongoing liaison with the City Project Manager, agency contacts, railroad, regulatory agencies and utility companies to promote effective coordination during the course of project development. The following management and administrative duties shall be performed:

- Supervise project staff, subconsultants, coordinate, and monitor work for conformance with set standards and policies.
- Conduct internal meetings with project staff and subconsultants.
- Prepare, circulate, and file correspondence and memoranda, as appropriate.
- Maintain Project files using specified Project Filing System.

Applying for and obtaining permits necessary for design is included under Task ~~4.10~~ 8 Coordination, Agreements & Permits.

1.1 GENERAL MEETINGS AND COORDINATION

Effort for day-to-day management of the project entails ongoing communication with the City Project Manager via email, phone, and focus meetings. We estimate up to 40 virtual meetings and 10 in-person meetings with the City.

1.2 PROJECT MANAGEMENT PLAN

A comprehensive Project Management Plan (PMP) will be prepared to communicate this scope of services and technical requirements to project participants. The PMP shall identify the procedures and technical requirements that are to be followed in developing project deliverables. The PMP shall also describe the responsibilities of each participant in the project. The following items shall be in the PMP:

- Scope of Services
- Log of Deliverables

Consultant shall prepare a list of deliverables indicating the applicable Scope of Services section, dates submitted/approved, and file locations conforming to the Project's electronic filing system.

- Baseline Project Schedule

  A Critical Path Method (CPM) schedule shall be prepared by the Consultant and shall be updated on a monthly basis. The initial CPM schedule shall be provided within two (2) weeks from Notice to Proceed (NTP). This schedule shall be included in the PMP and will serve as the baseline schedule for the Project. The schedule shall include a list of tasks and sub-tasks, milestones, major activities and deliverables.
  Agency review times of each submittal shall be included in the schedule. Four (4) weeks shall be assumed for Caltrans, Kinder Morgan and agency review of each submittal package. Issuance of needed permits shall also be included.

- Project Electronic Filing System

  Project files shall be indexed in accordance with Caltrans' Project Development Uniform File System.

- CADD Procedures

  Plans shall be prepared in AutoCAD 2022 format or newer. All plans within Caltrans right-of- way will be prepared in conformance with the latest Caltrans CADD User's Manual and the Caltrans Drafting Manual. For items outside of Caltrans right-of- way, plans shall be prepared according to City Standards.

- Invoicing Instructions

  Consultant monthly invoices shall be reported by task and shall be accompanied by a progress report. The City shall supply invoicing requirements for inclusion in the PMP.

- Design Standards

  Consultant shall prepare a list of applicable design standards. Plans and specifications shall be prepared in accordance with current AASHTO and Caltrans' regulations, policies, procedures, manuals, and standards. Compliance with American Railway Engineering and Maintenance of Way Association (AREMA), Union Pacific Railroad (UPRR) Guidelines for Railroad Grade Separation Projects and/or County or City Standards shall also be required, as appropriate. Plans, specifications, and estimates for the bridge shall be prepared in accordance with current Caltrans standards.

  Roadway, water, sewer, oil products pipeline, lighting, signal, landscape, traffic striping and signage, traffic control, erosion control and drainage plans shall be prepared on City/utility standard plan and profile sheets. Design of improvements within Caltrans right-of-way may need to be prepared per Caltrans respective standard drawings and plans.

- Health and Safety Plan
- General Prevailing Wage Determinations
- Risk Assessment Register

The PMP shall be distributed to each project participant at the beginning of the project.

Deliverables

- *Project Management Plan*
- *Baseline Project Schedule*

- We anticipate using Microsoft Project for the CPM Schedule.
- We generally anticipate using UPRR standards for the new underpass structure and Caltrans standards for the walls within Caltrans right-of-way.

1.3 QUALITY CONTROL PLAN

As part of the Quality Control Plan, the Consultant shall prepare and maintain a Quality Management System (QMS) Manual throughout performance of services. The intent is to monitor quality to ensure that reports, plans, studies, estimates, and other deliverables submitted are complete, accurate, checked, conform to UPRR, Caltrans and City standards, and meet professional engineering practice standards in effect at the time of execution. The QMS Manual shall be submitted to the City within thirty (30) calendar days of NTP. Consultant shall hold a training session with all project participants responsible for the development and/or checking of deliverables to ensure the appropriate procedures are followed.

Deliverables:

- *Quality Management System Manual*

1.4 PROJECT CONTROLS (BUDGETING, COST ACCOUNTING, AND PROGRESS REPORTING)

This task will establish the baseline project controls for which the project performance will be measured against on a monthly basis.

Consultant shall prepare budgets for each task and milestone for the Project. Such budgets will be entered into the Consultant's Management Information System along with actual costs incurred and used as a basis for cost monitoring and control.

Consultant shall prepare monthly reports of expenditures for the Project by task and milestone. Expenditures include direct labor costs, other direct costs, and subconsultant costs. These reports will be included as supporting data for invoices presented to the City every month and shall be in accordance with the City's invoicing requirements.

Progress reports shall also be prepared in accordance with City guidelines and shall accompany monthly invoices. The project schedule shall be updated on a monthly basis as well and shall show actual progress to date versus the baseline project schedule.

Deliverables:

- Baseline Project Controls
- Monthly Invoices
- Monthly Progress Reports
- Monthly Project Schedule Updates

1.5 PROJECT DEVELOPMENT TEAM MEETINGS

Project Development Team (PDT) meetings shall be conducted throughout the environmental, right-of-way, and PS&E phases of the Project. The City shall identify the members of the PDT, which shall include the City Project Manager, the Consultant team, and other representatives from affected agencies. PDT meetings will be held at least once a month and may be held on a bi-weekly basis as necessary. The Consultant shall provide the meeting agenda and will prepare exhibits (as needed) for discussion. The Consultant shall prepare meeting minutes and shall distribute the minutes to all attendees within seven (7) days after the meeting. Minutes shall include, at a minimum:

- A list of attendees with phone numbers and email.
- A synopsis of discussion items.
- Any pertinent information, action items, and all follow-ups to the action items.

Assumptions:

- Up to thirty-six (36) PDT meetings Deliverables:
- PDT Meeting Agendas
- PDT Meeting Minutes

For attendees, we anticipate the project manager, key discipline leads that have active reporting items, and additional subject matter experts and support determined to be necessary for reporting to the PDT.

Task 2 - Data Collection

The Project will involve the review and assimilation of a large amount of existing data and the generation of new data. The Consultant shall perform research of agency records, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout improvements above and underground within City Right- of-Way (ROW), private properties affected by the Project, UPRR, County of Riverside, RCFC&WCD, Kinder Morgan, SoCal Gas, Edison, and within Caltrans ROW. Consultant shall layout easements, centerline, ROW, addresses and private property lines.

Consultant shall perform research of records including utilities, and other agency records as necessary to secure information required to identify, locate, and accurately layout existing utilities, improvements, easements, and rights-of-way within project limits that may interfere with the proposed improvements. The information to be researched includes the following:

- Review existing utility and street record drawing plans.
- Review existing, I-10 overpass bridge as-built plans and inspection reports.
- Perform utility investigation/utility coordination and provide utility relocation recommendations.
- Perform an existing utility easement investigation (Prior Rights for proposed relocation).
- Coordinate with the Right-of-Way Acquisition Consultant to perform field investigation and measurement to assess existing site conditions.
- Provide a copy of utility notification letters prior to first progress payment request.

Previous studies, relevant reports, and existing data will be evaluated to capture elements and information that can be useful in developing the project. Consultant shall make the best use of existing

data to minimize waste and duplication of work efforts.

We anticipate up to three field visits to accomplish the data collection tasks described.

2.1 AERIAL MAPPING

The project alignment will be flown to produce topographic mapping with a 1-foot contour interval and current high resolution aerial photographs. The anticipated topographic Project limits are along Hargrave Street between Ramsey Street and Lincoln Street including the I-10 freeway bridge and ramps. Plan shall also include along the UPRR R/W for a distance necessary for the design of temporary shoo-fly tracks during the construction phase, and shall be consistent with UPRR survey requirements and standards.

The site will be flown twice, once to develop a base to be used in preliminary design and a second time, following approval by Caltrans of Consultant's ABC Mapping plan. Caltrans review and approval may take anywhere from 4 to 6 months, therefore the need for the initial base mapping in areas where information will be necessary for critical design.

Pre-ABC Mapping aerial topo will be collected per City Standards. The data will be collected and provided to the design team, while awaiting approval on the Caltrans ABC Mapping submittals. Once Caltrans approves proposed ABC Mapping, Consultant will fly the larger proposed Caltrans ABC Mapping area to prepare an aerial that will adhere to Caltrans design standards. Consultant shall coordinate with the City and Caltrans staff to perform ABC Mapping based on Caltrans submittal requirements.

Deliverables:

- Digital Terrain Model (.dtm) in CADD format
- Digital orthophoto in digital (.tif) format

Surveys shall be performed by Consultant in accordance with the current Caltrans "Survey Manual" and its revisions, as well as UPRR requirements. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards. The Consultant shall be responsible for verifying the data with the City. Consultant shall obtain applicable encroachment permits prior to beginning any field investigation. Consultant and Subconsultants shall obtain necessary training including applicable rail safety program prior to performing field investigations. All said training shall be at the sole cost of the Consultant and at no additional cost to the City.

Consultant shall perform design surveys including mapping and mapping updates, necessary to complete a constructible PS&E. This includes horizontal and vertical control, drainage surveys, topographical surveys, cross sections, grid grades, open-ended traverses, profile data sheets and required documentation. Surveys performed by Consultant shall conform to the requirements of the Land Surveyors Act and per Authority's direction. In accordance with the Act, "responsible charge" for the work shall reside with a Registered Civil Engineer registered prior to January 1, 1982, or a Licensed Land Surveyor, in the State of California.

The surveyor shall complete a topographic survey map of the site to prepare a base map for the street improvement demolition and construction plans, bridge plans, utilities existing and new and relocation plans (if any), landscape and irrigation plans, aesthetics plans, and right- of-way engineering. The field survey will also be required to provide existing property corners (for determination of right-of-way take), spot elevations, identify any unknown features, identify all known existing utilities in the street

and on private property, cross sections, and add a greater level of detail for the Riverside County Flood Control and Water Conservation District (RCFC&WCD) storm drain connection. Develop a base map of the proposed alignment, including public right-of-way and proposed right-of-way take with new legal descriptions. Plats, Record of Survey, property lot lines, street centerlines, benchmarks, monuments, and control points shall be confirmed and shown on the plans. Conduct site visits to identify existing improvements and conditions that may affect the design and construction of the proposed project and existing site conditions. Provide one (l)-foot contours based on City of Banning vertical datum. Establish street centerlines, right-of-way lines existing and proposed, and all easements from available record information. Provide the basis-of-bearing and benchmark information used for the survey and necessary for construction. Consultant shall locate and tie any features that would affect the design or construction.

Conduct a thorough independent field investigation of the project site to identify pre-existing site conditions and physical constraints of the project area. Consultant shall obtain Record of Surveys, benchmark and centerline tie information.

Site Control

Consultant shall establish a site-wide network of horizontal/vertical control to serve as the basis for any subsequent boundary, topographic, or construction staking surveys that may be required throughout the course of the project. Unless otherwise specified by the City, all horizontal control established for this project will be based on the North American Datum of 1983 (NAD83), Zone 6 State Plane Coordinates. Unless otherwise specified by the City, elevations will be based on the North American Vertical Datum of 1988 (NAVD 88).

If different coordinate systems are required by different agencies, Consultant shall provide detail on those systems and how the disparate work will tie together.

Tie Out Monument

Consultant will tie-out monuments for right-of-way and parcel line delineation.

Design level surveys provided within the proposed project limits shall include the following:

- Full cross sections within the street improvements
- Top of rail elevations
- Off-site survey to assist in restoration of impacted improvements.
- All surface utilities including overhead lines as necessary to verify clearances.
- Maintenance hole rim and inverts for all sewer and storm drain facilities.

Pothole and geotechnical boring locations shall be surveyed to the maximum extent feasible.

Assumptions:

- Five (5) days of UPRR Flagmen services are included in this scope.
- Five (5) days of traffic control are included in this scope.
- Engineer Stamped Traffic Control Plans are not included. Any field survey requiring traffic control is assumed to be performed in accordance with the WATCH Manual. If required, Consultant can prepare Traffic Control Plans signed by a licensed Civil or Traffic Engineer for field survey work for an additional fee.

- Consultant shall be responsible, with City's assistance (as needed), for obtaining permits to survey within UPRR, Caltrans right-of-way.
- Aerial mapping shall be used as a base map and spliced with ground survey data.

Deliverables:

- Survey base map in CADD format
- Survey points in CADD format

- Aerial mapping limits along UPRR right-of-way are from 200 feet west of San Gorgonio Avenue to 5,000 feet east of Hargrave Street.
- Aerial mapping limits along Hargrave Street will be extended to the south to 200 feet south of Charles Street to cover the anticipated storm drain extension.
- We anticipate only one flight for the aerial mapping as we intend to obtain initial concurrence of flight path from Caltrans without delay. That way, adjustments based on approval of the ABC process can be made to the original flight data, if needed. We have included a second flight as optional if needed.
- Supplemental ground surveys encompass the following work with a two-man field crew:
  - Up to four field days for control.
  - Up to three field days for necessary boundary surveys.
  - Up to five field days of tie-in and supplemental surveys along Hargrave street and the fronting properties. This also encompasses utility features and necessary manhole dips.
  - Up to two field days to obtain necessary filed shots and dips along the Hargrave Street between Charles Street and Lincoln Street for the storm drain extension.
  - Up to five field days for cross sections, topographic features, and utility features within UPRR right-of-way.
  - Up to two field days of field surveys to obtain tie-in and topographic features along the freeway interchange ramps up to the gore area.
  - Up to three field days to obtain pothole shots.
- Second Aerial Survey (Optional)
  - Provide second aerial survey flight of project per ABC process should approval not be acquired with the first survey.

2.2 POTHOLING

The Consultant will perform utility investigation services (per ASCE 38-02, Level "B") using industry acceptable methods (i.e., electronic pipe and cable locating equipment, Ground Penetrating Radar (GPR), Pipeline Current Mapper (PCM), etc.) to determine the approximate horizontal position and count of existing utilities within the project limits. The Consultant's field crews will use a combination of water-based paint and pin flags (in the appropriate APWA color) to mark the results of the investigation on the ground surface. Consultant will compare any available utility record information with the results of field investigation services to ensure utilities have been accounted for. Utilities not identifiable by Consultant's field crews due to lack of utility record information or above ground appurtenances will be marked with pink paint on the ground surface and annotated as "Unknown" on project deliverables.

Gravity lines such as sewer, storm sewer, etc., typically cannot be located using the above methods due to lack of tracer wire or depth of the utility being beyond the limitations for GPR. In the event these utilities cannot be located, and precise location and depth is needed, vacuum excavation (potholing)

will be provided from Potholing Task. If CCTV pipeline inspection is required, City of Banning staff will provide the videos.

The Consultant will perform utility potholes (per ASCE 38-02, Level "A") using air vacuum excavation at predetermined locations to document the precise horizontal and vertical position of existing utilities within the investigation area. Data collected as a result of potholing activities will be presented in a Portable Document Format (PDF) report that will include pothole number, utility type, size, material, depth and pictures of the exposed utility, and picture of the wooden lath with pothole information clearly visible. Pothole locations (in the field) will be marked with wooden lath and ribbon marked with the pothole number, utility size and depth or MAG nail with pertinent utility data annotated on the ground surface. Once the utility data has been collected the pothole will be restored to its previous condition using native backfill and in-kind surface restoration materials.

Once utilities have been marked, the Consultant will perform a topographic survey of the area of interest to document the utilities The Consultant will provide an AutoCAD 2022 (or later version) drawing with utility mapping. The Consultant will also provide a PDF or TIF file of the AutoCAD drawing printable to scale on standard title block.

Consultant shall coordinate the use of field survey crews to locate potholed utilities by coordinates and elevations based on the project's survey controls.

Assumptions

- Up to 70 potholes are included in this scope.
- Right-of-entry to private properties shall be obtained by the City prior to commencing Utility locations activities.
- Engineer Stamped Traffic Control Plans are not included. Any potholing requiring traffic control is assumed to be performed in accordance with the WATCH Manual. If required, Consultant can prepare Traffic Control Plans signed by a licensed Civil or Traffic Engineer for potholing work for an additional fee.
- Complex traffic control and traffic calming devices beyond the use of arrow boards, traffic cones and advanced warning signage are not anticipated and are not included. Complex traffic control items include, but are not limited to:
  - Message Boards
  - Police Officers
  - Attenuators
  - Traffic Barrels
  - Concrete Barricades
  - Flaggers (UPRR Flagmen included under railroad permitting costs)
- Additional utility potholes and/or crew hours without written approval from the City will not be ~~the responsibility of the Consultant.~~reimbursed.
- Special backfill and/or asphalt restoration requirements (e.g., hot patch asphalt, half- sack slurry, aggregate base backfill...etc.) are not included.

Deliverables:

- Matrix of Pothole Information

- Pothole Data Plan (to be included in milestone PS&E submittals)

- Potholes will be backfilled with material excavated and we assume there are no hazardous materials.
- Surface restoration will match existing with no special backfill. We do not anticipate impacting decorative features. Asphalt areas will be treated with cold patch asphalt concrete (AC). AC grinding and hot-patch AC is not included.

2.3 RIGHT-OF-WAY BASE MAPPING

The Consultant shall perform research of private development plans adjacent to or affecting the Project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout above and underground improvements and easements, centerline, ROW, and private property lines. Consultant shall research and review previous work performed to date in the Project vicinity that impacts the design of the improvements, including:

- Existing improvement plans/engineering reports of record
- Right-of-way mapping, ownership records (Title Reports)
- Preliminary engineering and reports for this Project
- Environmental clearance and mitigation measures
- City/other agency engineering design standards, codes, and plan processing procedures
- Existing topographic mapping, photos, reports, maintenance reports, "as-built" plans, record maps and surveys, study reports, assessor maps, contract documents, utility index maps, local street improvement/development plans and other pertinent data will be obtained and reviewed.

Cadastral research will be conducted at the County Surveyor's Office and the City to obtain copies of any available record maps, including Assessors Maps, Tract Maps, Parcel Maps, Records of Survey, Centerline Ties and Benchmark Data.

Key centerline monuments will be located along the street segments and calculate the centerline and record right-of-way alignments of the same. The centerline will be established from a combination of found monuments, centerline ties, and record data obtained during the data collection phase. Street and railroad rights-of-way and adjoining parcel lines will be established from record cadastral research and assessor data where applicable.

The Consultant shall prepare right-of-way base maps in accordance with Caltrans requirements. Base maps shall show existing features consisting of lots along Hargrave Street with all right-of- way and easement areas, assessor's parcel numbers, addresses, types of businesses, property lines, footprints of buildings, setback distances from right-of-way to buildings, vegetation, and improvements in the take areas and existing driveways. Utility easements and other encumbrances shall be identified and plotted on the Right-of-Way Base Map.

Mapping of the existing residential tract shall extend to 4 lots westerly of Hargrave Street.

Assumptions:

- Right-of-way base mapping shall be based on record data.

- Title Reports costs shall be included in this scope. Deliverables:
- Right-of-Way Base Map in CADD format

- Mapping will extend four lots westerly of Hargrave Street between Lincoln Street and John Street to cover the residential tract. The remaining areas will map only the lots directly adjacent to Hargrave Street.
- We assume up to 14 title reports and an allowance of $13,300.

2.4 UTILITY NOTIFICATION

Consultant will initiate the utility company notification process early in the design process and identify potential conflicts. Consultant will maintain a utility agency tracking matrix to indicate the status of communication and add a contact list for substructure and utility owner-operators for the specifications. Consultant will assist the city with utility notification letters consisting of the following:

- Utility Information requests including City owned utilities such as water, sewer, storm drain, and electric.
- Prepare to Relocate Notice/Final Utility Notice Form.
- Notice to relocate. Assumptions:
- Letters to be printed on City letterhead and signed by City official for distribution.
- All related fees from utility companies are included in this scope.

Deliverables:

- Utility Contact Matrix.
- PDF copies of correspondence and data provided in responses to letters.

- We anticipate coordination with the following utility agencies: Southern California Edison, Southern California Gas Company, AT&T, City of Banning Electric, City of Banning Municipal Water and Wastewater, Kinder Morgan Energy Partners, Verizon, Spectrum, and Frontier.
- We anticipate preparing the utility letters in Microsoft Word format, which will be sent to the City for printing and signature by a City official. We will distribute signed utility notices to utility companies in PDF format by email.
- We have provided an allowance of $2,000 for related fees requested from utility companies. This will be tracked in accordance with invoicing procedures.

2.5 UTILITY BASE MAPPING

In addition to information provided by the owning utility companies and through research of other record maps, field surveys shall be used to locate utility surface features such as manholes, valves, fire hydrants, poles, risers, etc., which shall be reflected on the plans. Consultant shall prepare preliminary plans, which shall include existing utilities (above ground and below ground) identified by location, size, type, and owner, as appropriate.

Assumptions:

- Content is based on readily available record drawings and field surveys. Deliverables:
- Utility Base Map in CADD format.

- Field surveys for utilities is described above under the Aerial Mapping task.

2.6 GEOTECHNICAL RECORDS RESEARCH & FINDINGS

Consultant will collect and review existing pertinent subsurface and groundwater data from nearby structures or published geologic maps to determine general subsurface conditions at the Project site.

Assumptions:

- Borings are not needed at this stage. Borings shall be performed once the Project has been fully defined for the PS&E phase.

Deliverables: None.

2.7 TRAFFIC ANALYSES

Preliminary Traffic Analysis

Consultant shall prepare preliminary traffic analysis using existing data to confirm the City of Banning Circulation Element requirements along Hargrave Street, and preliminary intersection analyses to confirm Level of Service (LOS) of proposed connector road concepts.

Assumptions: N/A

Deliverables: None

Update Traffic Analysis

Consultant shall:

- Collect traffic counts at intersections and roadway segments.
- Update traffic analysis confirming the ultimate six traffic lanes along Hargrave Street. NOTE: Project anticipates construction of 4-lane divided Hargrave from the EB I-10 Ramps to Lincoln. Ultimate 6-lane widening will be by a separate project at such a date (currently unprogrammed/unknown) that Caltrans reconstructs the overcrossing at Hargrave to accommodate additional lanes.
- Update intersection analysis along Hargrave Street for intersections including and between Ramsey Street and Lincoln Street.
- Evaluate existing, opening year, and future year analysis conditions. A Draft and Final Traffic Analysis Report shall be prepared.

Assumptions:

- Traffic counts include up to six (6) intersections and up to five (5) roadway segments.
- Future RIVTAM traffic model volumes to be obtained from County of Riverside to measure VMT performan*ce.*

Deliverables:

- Draft Traffic Analysis Report
- Final Traffic Analysis Report

- Consider programmed projects for future volume scenario, such as the I-10 Bypass.
- Update land use data for the airport redevelopment area in RIVTAM.
- VMT analysis is not required based on the proposed improvement to grade separate and remain Statutory Exempt (SE) under CEQA.
- Traffic counts will be collected at up to ten (10) intersections and up to five (5) roadway segments to accommodate analysis for both the traffic study and Traffic Management Plan (TMP).
- The Traffic Analysis Report (TAR) for the proposed project will be prepared based on discussion with City staff. The TAR will be prepared consistent with the City's Traffic Impact Analysis (TIA) guidelines for roadway projects. The TAR will evaluate existing traffic conditions, opening year conditions, and design year conditions for project alternatives. The analysis will be prepared for review and approval by City staff and will examine traffic operations under the following analysis scenarios:
  - Existing conditions
  - Opening Year No Build Alternative conditions
  - Opening Year with Build Alternative conditions (one design alternative)
  - Design Year No Build Alternative conditions
  - Design Year with Build Alternative conditions (one design alternative)
- Additionally, for purposes of this scope of work, study intersections affected due to the proposed project needs to be evaluated to demonstrate adequacy in intersection capacity during weekday AM/PM peak hour conditions. The TAR is anticipated to examine the following six intersections:
  - Hargrave Street/Ramsey Street
  - Hargrave Street/I-10 Westbound Ramps
  - Hargrave Street/I-10 Eastbound Ramps
  - Hargrave Street/John Street
  - Hargrave Street/Plaza Street
  - Hargrave Street/Lincoln Street
- The TAR is also anticipated to examine the following five roadway segments:
  - Hargrave Street, between Ramsey Street and I-10 Westbound Ramps
  - Hargrave Street, between I-10 Westbound Ramps and I-10 Eastbound Ramps
  - Hargrave Street, between I-10 Eastbound Ramps and John Street
  - Hargrave Street, between John Street and Plaza Street
  - Hargrave Street, between Plaza Street and Lincoln Street
- The TAR will be subject to City review and approval only. Caltrans will review and approve the traffic documents outlined in the next section.

2.8 CALTRANS TRAFFIC REPORTS

Consultant shall prepare traffic reports for Caltrans review and approval. The following reports are

included in this scope:

- Intersection Control Evaluation
- Traffic Forecasting Volumes Report

Intersection Control Evaluation

Consultant shall prepare Caltrans Intersection Control Evaluation for the I-10 EB/WB ramps to identify effective intersection traffic control strategies. A separate analysis report shall be prepared to document the findings and recommendations to be submitted to Caltrans for review and approval.

Assumptions:

- Traffic signal installations at the EB/WB ramps where none exist currently.
- Striping reconfiguration on Hargrave Street through the freeway intersection area.

Deliverables:

- Intersection Control Evaluation

Traffic Forecasting Volumes Report

A Caltrans Traffic Forecasting Volumes Report will be prepared to be used for the Traffic Operations Analysis Report. The report will be submitted to Caltrans for review and approval.

Deliverables:

- Traffic Forecasting Volumes Report
- Traffic Operations Analysis Report

- Caltrans updated the Intersection Control Evaluation (ICE) process to the Intersection Safety and Operational Assessment Process (ISOAP). We will prepare a Step 2 ISOAP analysis per the Caltrans ISOAP Guide dated September 2024.
- Participate in a meeting with the Caltrans ICE/ISOAP Coordinator to develop performance measures (qualitative and quantitative), as well as to establish the tools to be used in evaluating the predicted safety performance (e.g., intersection only vs. the entire interchange system, Caltrans simple calculator vs. the IHSDM). Consideration will also be given to benefit/cost methodology (e.g., Caltrans' standard split for personal and business travel vs. adjustments, if any).
- Provide a Traffic Forecasting and Operations Assessment Methodology and Assumptions Memorandum per Caltrans requirements.
- Provide a Traffic Forecasting Volumes Report that support the opening and future year analysis in the TAR and Traffic Operations Analysis Report (TOAR). The Traffic Volumes Report will be submitted to Caltrans for approval prior to preparation of the TAR and TOAR. The following tasks will be conducted as part of the Traffic Volumes Report:
  - Data collection
  - RIVCOM Travel Demand Model refinement
  - Existing traffic volumes
  - Opening year traffic volumes
  - Design year traffic volumes

- The limits for the TOAR study area are as follows:
    - Intersections:
        - Hargrave Street/Ramsey Street
        - Hargrave Street/I-10 Westbound Ramps
        - Hargrave Street/I-10 Eastbound Ramps
        - Hargrave Street/Lincoln Street
    - There will be no freeway analysis since the project does not propose improvements on I-10 or the way in which the ramps at Hargrave Street connect to the freeway. In addition, there will be no changes in traffic demand between no-build and build conditions.

Task 3 - Basis of Design Document

The FRA grant requires the preparation of a Basis of Design document prior to initialization of the Preliminary Engineering Design per Task 3.1 Pre-Design Activities of the FRA agreement with the City of Banning.

Consultant shall prepare a Design Basis Memorandum indicating the applicable design standards for various items of work for the approved project concept. Plans and specifications shall be prepared in accordance with current AASHTO and Caltrans' regulations, policies, procedures, manuals, and standards. Improvements of local roads may be prepared in accordance with City standards in lieu of Caltrans standards as directed by the City. All documents shall be prepared using US standards and dimensions. Compliance with AREMA, UPRR Guidelines for Railroad Grade Separation Projects and/or County or City Standards shall also be required, as appropriate.

Consultant shall prepare the Basis of Design Document based upon the research items in the on Section 4.4. Data Collection section of this Scope of Work. The Basis of Design shall be accepted by all project stakeholders prior to initiation of Concept Development and Project Approvals.

In the event that non-standard features become apparent during the initial design, the Consultant shall prepare the necessary design exceptions following Caltrans or UPRR and the respective city's guidelines.

Deliverables:

- Design Basis Memorandum

Task 4 - Concept Development & Project Approval

This task involves the development of the roadway and railroad track bridge geometrics to more accurately define project limits, right-of-way needs, and cost, among other items. It is assumed that City Council will approve the concept, permitting the project to move into the Plans, Specifications & Estimates task.

4.1 GEOMETRIC CONCEPTS

The consultant shall develop one conceptual exhibit of the roadway geometrics between Ramsey Street and Lincoln Street including the railroad overpass bridge for visual purposes.

Deliverables:

- One conceptual exhibit (Plan View)

- Geometric Approval Drawing (Optional)
    - Caltrans District 8 requires a separate GAD for improvements within Caltrans right-of-way as part of the PS&E approval process, which was not listed in the base scope of services and has been added as an optional task. The Consultant will prepare a GAD for project improvements in Caltrans right-of-way, which entails typical sections, horizontal roadway geometry and data tables, pavement delineation and lane dimensions, intersection traffic volumes, roadway design designation, and non-standard design features.

  Deliverables:
    - Geometric Approval Drawing

4.2 BRIDGE AND RETAINING WALL CONCEPTS

Consultant shall develop preliminary structural design and layout to assess feasibility of different bridge types.

~~Deliverables: None~~

Prepare Advance Planning Studies (APS) for the I-10 Hargrave Undercrossing retaining wall that will be necessary to support the existing bridge abutments and for the proposed Hargrave Street Underpass that will carry the UPRR railroad over Hargrave Street. These will follow the guidelines of Caltrans Memo to Designers (MTD), Section 1-8 “Planning Studies”, and Caltrans Office of Special Funded Projects (OSFP) Information and Procedures Guide, Section 3-2 “Advance Planning Studies.”

The purpose of an APS is to identify feasible types of structures and construction techniques for the project location. The APS will include cost, project risks, and potential impacts to surrounding environment and existing facilities and utilities. It will investigate the use of Accelerated Bridge Construction (ABC) techniques and their potential benefits to both cost and schedule. The APS will encompass the following:

- General Plan of the structure, which will include a Plan View, Elevation View, and Typical Section of the structure
- Preliminary Foundation Report
- APS Checklist.
- Design memo discussing the suitable structure types and its benefits and challenges for each
- Itemized Cost Estimate

Deliverables:

- I-10 Hargrave Street Undercrossing Retaining Wall APS
- Hargrave Street Underpass Bridge APS

4.3 PROJECT CONCEPT REPORT

A Project Concept Report will be prepared. This report will include roadway, right-of-way, utility, and structure exhibits.

Plan and Profile Exhibits

Plan and profile exhibits will be prepared for Hargrave Street and UPRR tracks bridge.

A review of the plan view exhibit is anticipated with City staff and then one meeting with Caltrans and UPRR for input. Input from the meeting will be incorporated and redistributed via pdf files.

Deliverables:

- Plan and Profile Exhibits (to be included in the Project Concept Report)

Right-of-Way Exhibits

Preliminary right-of-way exhibits shall be prepared depicting preliminary right-of-way needs for the Project.

Deliverables:

- Right-of-Way Exhibits (to be included in the Project Concept Report)

Utility Exhibits

Utility exhibits shall be prepared depicting existing utilities and conceptual relocation routes.

Deliverables:

- Utility Exhibits (to be included in the Project Concept Report)

Structure Exhibits

Consultant shall further define the bridge concept and shall prepare a plan exhibit depicting approximate type and length of retaining walls.

Structure exhibits shall include a plan, section, and elevation for the UPRR Tracks Overpass and a plan view depicting type and length of retaining walls.

Deliverables:

- Bridge and Retaining Wall Exhibits (to be included in the Project Concept Report)

Preliminary Geotechnical Report

Consultant shall prepare a Preliminary Geotechnical Report for the project to provide preliminary geotechnical information for the Project Concept Report and Type Selection process. This report will be prepared using the available subsurface data.

Deliverables:

- Preliminary Geotechnical Report (to be included in the Project Concept Report)

Preliminary Traffic Analysis Report

The Traffic Analysis Report prepared under Task ~~4.4.7~~ 2.7 shall be included as part of the Project Concept Report.

Deliverables:

- Preliminary Traffic Analysis Report (to be included in the Project Concept Report)

Construction Cost Estimates

A rough order of magnitude costs shall be prepared based on the exhibits listed above to refine the project costs.

Deliverables:

- Construction Cost Estimates (to be included in the Project Concept Report)

Right-of-Way Cost Estimates

Rough order of magnitude right-of-way cost estimates shall be prepared based on the right- of-way exhibit to refine the project costs.

Deliverables:

- Right-of-Way Cost Estimates (to be included in the Project Concept Report)

Project Concept Report

The Project Concept Report shall include the exhibits, reports, and cost estimates included above. This report shall be submitted to the City for review. It is assumed that this report will be presented to City Council for approval.

Deliverables:

- Draft Project Concept Report
- Final Project Concept Report

4.4 PROJECT CONCEPT APPROVAL

The City shall present the Project Concept Report to the City Council. Consultant shall support the City at City Council meeting. City Council approval is anticipated prior to Environmental Technical Studies and proceeding with Plans, Specifications & Estimates.

Consultant shall organize meetings with Caltrans and UPRR to review the project concept report. Key functional units, such as geometrician shall be in attendance. Consultant shall present proposed concept and obtain confirmation that Caltrans and UPRR have no objection to the proposed concept.

Deliverables:

- Meeting handouts and minutes

Task 5 - Environmental Documentation

The Consultant will prepare a thorough project description defining the limits of project-related activities, which will be used as the basis for environmental technical studies conducted for this project. Pursuant to section 21080.13 of the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15282(g), the state legislature has determined that railroad grade separations shall be statutorily exempt from CEQA documentation and public disclosure requirements. Accordingly, a more formal CEQA environmental document is not required for this project. However, in certain instances and at the discretion of the sponsoring agency, it is sometimes prudent to undertake certain limited environmental studies in order to better understand and manage the consequences of a particular proposed railroad grade separation.

Such is the case for the Project, for which the City and Caltrans have determined that certain selected studies should be undertaken.

5.1 CEQA STATUTORY EXEMPTION

Consultant shall prepare a Notice of Exemption (NOE) and provide it to the City for approval and submittal to the County of Riverside for recordation and State Clearinghouse.

Deliverables:

- CEQA Notice of Exemption (one electronic copy)

- Statutory Exemption Memorandum (Optional)

The project involves the construction of a railroad grade separation, which is Statutorily Exempt (SE) under CEQA Guidelines Section 15282(g) and Public Resources Code (PRC) Section 21080.13. The Kimley-Horn team will assist the City of Banning in preparing the Notice of Exemption (NOE) and supporting memorandum for a Statutory Exemption under CEQA Guidelines Section 15282(g) and PRC 21080.13 for the project. The form and memorandum will be provided to the City for one round of review (each). The Kimley-Horn team will assist the City by filing the NOE with the California State Clearinghouse. The City is responsible for filing the NOE with the County Clerk and paying the associated filing fee.

Deliverables:

- Memorandum to support Statutory Exemption (one electronic copy)

5.2 NEPA

The Project will receive federal funds and therefore NEPA compliance is required, and Caltrans Local Assistance involvement is anticipated. Unless otherwise specified, scope of work tasks will be completed by Consultant's staff. Consultant shall develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of the design under consideration. Additionally, base mapping of the environmental components/data including hazardous materials sites, and land uses and right-of-way sites. Data from publicly available sources will be used and adjusted, where appropriate, based on field surveys and observations conducted by the Consultant.

The following list includes the studies that may be included in this scope:

- Traffic Study
- Cultural Resources
- Biological
- Air Quality
- Noise Study
- Phase 1 Environmental Site Assessment (Hazardous Materials)

- Traffic Study
  - Traffic Forecasting and Operations Assessment Methodology and Assumptions Memorandum:
  - A Memorandum will be prepared to describe the methodology and approach for the traffic forecasting and traffic operations assessment for preparation of the Traffic Volumes Report, Traffic Study Report (TSR), TOAR and Intersection Control Evaluation (ICE). The

Memorandum ensures the Traffic Volumes Report, TSR, TOAR and ICE will be completed according to the current Caltrans and City of Banning traffic analysis protocols for traffic studies and methodologies. As such, traffic volumes will be prepared consistent with the 2014 California Manual on Uniform Traffic Control Devices, Revision 7 (2014 CA MUTCD, Rev 7), Caltrans' Traffic Signal Operations Manual, Caltrans' *Transportation Impact Study Guide* (TISG), Caltrans' Traffic Operations Policy Directive (TOPD) 21-14, along with the Caltrans' Engineering, Operational, and Safety Analysis (EOSA) Guidance for Interstate Access Control Modifications (November 2021), and the City's *Traffic Impact Analysis Guidelines for Local Transportation Analysis and Vehicle Miles Traveled Analysis* (TIA Guidelines), dated October 2021.

- The Memorandum will summarize the following assumptions for preparation of the Traffic Volumes Report and traffic study:
  - Identification of the study area
  - Analysis scenarios to be analyzed
  - Volume development methodology
  - Performance methodology and criteria

  It is anticipated that the following analysis scenarios would need to be included in the analysis:
  - Existing conditions
  - Opening Year No Build Alternative conditions
  - Opening Year with Build Alternative conditions (up to one design alternative)
  - Design Year No Build Alternative conditions
  - Design Year with Build Alternative conditions (up to one design alternative)
- *Identification of the Study Area*

  Based on the project understanding, the study area for the TSR shall include up to six intersections and five roadway segments along Hargrave Street between Ramsey Street and Lincoln Street. Additionally, the analysis will include evaluation of the Hargrave Street widening from two-lane undivided to four-lane divided between the I-10 eastbound ramps to Lincoln Street. It should be noted that the ultimate buildout of Hargrave Street will consist of six traffic lanes. However, this ultimate six-lane widening is considered a separate project in which the planned construction is currently unprogrammed/unknown and will also require reconstruction of the existing I-10 freeway overcrossing at Hargrave Street.

  However, as previously mentioned, the TOAR study area may need to examine traffic and operational analyses for the Hargrave Street interchange, as well as the adjacent interchanges. As such, traffic volumes will need to be developed for intersections and roadway segments at the adjacent I-10/8th Street interchange to the west and I-10/Ramsey Street interchange to the east. Additionally, traffic volumes for the freeway segments along the I-10 throughout the three interchanges will need to be developed. The final study area for the TOAR will be determined in consultation with project staff, City staff, and Caltrans staff.
- *Draft/Final Memorandum*

The Kimley-Horn team will prepare a draft Traffic Forecasting and Operations Assessment Methodology and Assumptions Memorandum. The draft memorandum will be submitted to Caltrans staff as an Adobe Acrobat Portable Document Format (PDF) file for review.

Deliverables: Traffic Forecasting and Operations Assessment Methodology and Assumptions Memorandum [Draft and Final]

- **Caltrans Traffic Reports**

Traffic Volumes Report

The Traffic Volumes Report for the proposed project will be prepared based on methodologies outlined and approved in the Memorandum. The Kimley-Horn team will develop traffic volumes that will be included in the Traffic Volumes Report and submit the volumes to Caltrans for approval prior to preparation of the TSR and TOAR. It needs to be noted that the Traffic Volumes Report is also used for preparation of the air quality and noise analyses. The traffic, air quality, and noise analyses use different systems for categorizing vehicles. Traffic analyses categorize vehicles based on the number of axles. The air quality analysis is based on vehicle weight, while the noise analysis is based on the number of tires. The project team will utilize a correspondence table to convert the traffic forecasts from the Riverside County Model (RIVCOM), which uses the four-class system, into the eight-class system used for air quality analysis and the five-class system used for noise analysis based on recent experience working with Caltrans. Additionally, Caltrans may require collection of traffic counts Average Daily Trips (ADT)/Peak Hour by vehicle type and axle within the vicinity of Hargrave interchange for traffic index calculations. However, this is unknown at this time and volume development for this analysis has not been included as part of this scope of work.

The following tasks will be conducted as part of the Traffic Volumes Report:

- *Data Collection*

The following data will be required to prepare the traffic analysis for the proposed project:

Existing Counts. The Kimley-Horn team will contract with a qualified data collection company to obtain existing peak hour and roadway segment counts for areas identified in the TOAR and TSR. Based on prior experiences on similar projects, Caltrans may request for two days of 24-hour intersection turn volumes for study intersections. Freeway segment data will be collected from Caltrans Performance Measurement System (PeMS) data source or other approved sources.

Information on Cumulative Projects. Information about major approved or pending cumulative projects will be gathered from the City's Planning Division and the adjacent jurisdictions of County of Riverside and City of Beaumont so that traffic generated by those projects may be incorporated into the TSR and TOAR. The socioeconomic data in the Riverside County Transportation Model (RIVCOM) will be reviewed to ensure that applicable cumulative projects are included in the forecast scenario of the model. Major development projects to be included are the remaining unbuilt portions of the Sundance Specific Plan, Butterfield Specific Plan, Sunset Crossroads Specific Plan, Rancho San Gorgonio Specific Plan, Banning Municipal Airport redevelopment, and applicable projects within County of Riverside and City of Beaumont.

- *RIVCOM Travel Demand Model Refinement*

For purposes of this analysis, the RIVCOM will be utilized for developing forecast traffic volumes.

As previously referenced, it should be noted that the adjacent vicinities of County of Riverside and City of Beaumont has many future development projects and roadway circulation network improvements (e.g., I-10 Bypass) that are currently either under planning or to be constructed prior to project opening year. Based on prior experience on other projects within the City, the following would need to be included for analysis:

Cumulative Projects: The model's socioeconomic data under the future scenario will be evaluated to ensure that all cumulative projects are appropriately included in the model. Based on our experience using RIVCOM, the model doesn't include full build-out of majority of projects in Riverside County. The model would need to be updated to appropriately include the socio-economic data for such projects prior to developing forecast traffic volumes for this analysis.

I-10 Bypass: Banning to Cabazon Project: The project team had previously worked on the traffic analyses for the I-10 Bypass – Banning to Cabazon project. This project is located east of the City of Banning. There is currently no local roadway that connects the City of Banning to the unincorporated community of Cabazon to the east except for the I-10. The I-10 Bypass project will construct a new local roadway to connect Banning and Cabazon to provide an alternative route between the two jurisdictions.

City of Banning Update of Traffic Fee Component of the Development Fee Program: The Kimley-Horn team had previously prepared the update to the traffic fee component of the City's Development Impact Fee (DIF) Program. The fee program examined intersection operations and recommended planned capacity and signalization improvements for build-out of the General Plan. Consultant had previously examined the Hargrave Street corridor as part of the fee program update.

The Kimley-Horn team will discuss with Caltrans and City staff to confirm the updates required in RIVCOM within the project study area to ensure all projects and roadway circulation improvements are included in the future analysis scenarios.

- *Existing Traffic Volumes*

  As previously described, existing traffic volumes will be developed using existing peak hour intersection turn volumes for study intersections and daily traffic volumes for roadway segments. Freeway segment volumes will be developed using PeMS data.

  The methodology of developing existing traffic volumes will be finalized in consultation with Caltrans and City staff in the memo.

- *Opening Year Traffic Volumes*

  The Kimley-Horn team will develop opening year traffic volumes for intersections, roadway segments, and freeway segments identified for analysis. It is anticipated that the opening year volumes will be developed based on forecast data obtained from updated RIVCOM and in consultation with Caltrans. The methodology of developing opening year traffic volumes will be finalized in consultation with Caltrans in the memo.

- *Design Year Traffic Volumes*

  The Kimley-Horn team will develop design year traffic volumes for intersections, roadway segments, and freeway segments identified for analysis. It is anticipated that the design

year volumes will be developed based on forecast data obtained from updated RIVCOM and in consultation with Caltrans. Design year volumes for intersections, roadway segments, and freeway segments will be developed by post-processing base year and future year traffic model volumes obtained from RIVCOM. Design year volumes will be developed by applying the National Cooperative Highway Research Program (NCHRP) procedures to obtain post-processed traffic volumes from the model. The methodology of developing design year traffic volumes will be finalized in consultation with Caltrans in the memo.

- *Draft/Final Traffic Volumes Report*

The Kimley-Horn team will prepare traffic volume summary tables and figures along with a volume development report for both the TSR and TOAR. The draft traffic volume report will be submitted to Caltrans and the City as an Adobe Acrobat PDF file for review. The Kimley-Horn team will address up to one round of comments from Caltrans and City for finalizing the Traffic Volume Report. Upon addressing comments, the final Traffic Volume Report will be submitted to Caltrans for approval.

- *Deliverables: Traffic Volumes Report [Draft and Final]*

- Cultural Resources

Prepare an Archaeological Survey Report (ASR), an Historical Resources Evaluation Report (HRER), and a Historic Property Survey Report (HPSR) for the proposed undertaking pursuant to Section 106 of the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA), and the California Environmental Quality Act (CEQA). The reports will be completed pursuant to Caltrans guidelines and formats. All efforts will be completed by, or under the supervision of, cultural resources management professionals that meet Secretary of the Interior and Caltrans Professional Qualifications Standards (PQS) for Archaeology and Architectural History. Efforts completed for this task are outlined below:

Area of Potential Effect Delineation: Cultural resources management staff will develop an Area of Potential Effect (APE) Map and submit to Caltrans for review. For the purposes of this scope, the APE is generally defined as Hargrave St. and the associated ROW between Lincoln St. and Ramsey St., as well as the on/off-ramps and John Street between Florida Street and Hargrave Street and the shoofly limits within UPRR right-of-way as described herein. This scope includes up to two updates to the APE Map based upon Caltrans comments.

Research: As the cultural resources records for Riverside County are not currently available due to the closure of the Eastern Information Center (EIC) and as no updates have been provided by the Office of Historic Preservation (OHP) as to when they will become available at a new location, this scope does not include a record search within the California Historical Resources Information System (CHRIS). However, cultural resources management staff will submit a records search request for the approved APE to Caltrans and the City of Banning to obtain any cultural resources records the agencies may have on file. Staff will additionally review applicable databases, such as the NRHP, CRHR, BERD, etc., to identify any listed cultural resources located within the APE plus a 0.5-mile buffer. Staff will further research geomorphology and land use history through resources such as historic aerials and topographic maps.

Outreach: Cultural resources management staff will request a tribal consultation list and records search of Sacred Lands Files (SLF) through the Native American Heritage Commission (NAHC) for the APE. Staff will contact the Native American Tribes listed on the NAHC's consultation list to request any information about cultural resources or sacred sites in or near the APE. Outreach will include one initial

correspondence and up to one additional follow-up correspondence to the Tribes on the contact list. Staff will also contact up to two historical organizations or societies as part of the outreach effort for the ASR. Any additional outreach effort required by Caltrans will require an adjusted scope and fee.

Field Survey: Staff will conduct a pedestrian survey of the entirety of the APE. Survey methods will be non-collective and all identified cultural resources will be recorded utilizing CA DPR 523 series forms. This scope also accounts for the evaluation of recorded historic resources for eligibility for listing in the California Register of Historical Resources (CRHR) and National Register of Historic Places (NRHP).

Reports: Upon conclusion of all research, outreach, and field survey efforts, an ASR, HRER, and HSPR will be produced that will follow Caltrans formats and guidelines.

Exclusions

- Due to the built environment of the project area, it is assumed that neither Extended Phase I Report (XPIR) nor an Archaeological Evaluation Report (AER) will be necessary and, therefore, not included in this scope
- This scope does not include any effort related to consultation with the State Historic Preservation Officer (SHPO)
- This scope does not include any effort related to formal consultation with Native American Tribes. All outreach to Tribes outlined in the scope is for the purposes of gathering information for the report and does not constitute consultation required under AB52 (CEQA, as amended) or Section 106 of the NHPA

Deliverables:

Area of Potential Effect Map

Archaeological Survey Report

Historical Resources Evaluation Report

Historic Property Survey Report

- Biological
    - Natural Environmental Study (Minimal Impacts) (NES-MI)

      The Kimley-Horn team will prepare a Natural Environment Study (Minimal Impacts) (NES-MI) in accordance with the Caltrans Environmental Handbook, Volume 3. The NES-MI will document and evaluate the natural habitat and other land cover types in the project area and determine whether the proposed project would result in impacts to special-status species/habitat. The NES-MI will be prepared using the Caltrans prescribed format available on the Standard Environmental Reference (SER) website (August 12, 2022). If listed species have the potential to occur, a Biological Assessment (BA) report would be required; however, listed special-status species or their habitats are not expected to occur in the project area and are therefore excluded from this scope.

      In order to determine the likelihood of special-status species occurrence on site, our team will conduct a literature search of publicly available biological resources lists and maps (e.g., the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of

California, the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), and the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) database). Our team biologists will also utilize their knowledge of southern California biological resources to determine the likelihood of any special-status species occurrence on site. If necessary and upon Caltrans request, we will prepare a formal inquiry letter for Caltrans to submit to the USFWS and the CDFW requesting identification of any State or federally listed species potentially occurring in the area.

Following the literature review, our team biologists will perform reconnaissance-level field surveys of the Biological Study Area to assess plant and wildlife habitats and to document existing conditions (including vegetation mapping and photographs). Two field visits by two biologists are assumed for this effort.

The Kimley-Horn team will identify applicable permits necessary for implementation of the construction phase of the project. Coordination with the resource agencies (i.e. USFWS, CDFW, Regional Water Quality Control Board [RWQCB]), may be necessary and would be conducted in coordination with and under the guidance of Caltrans. Many cities and counties in California have tree preservation ordinances and local land use policies with which transportation agencies and their agents must comply.

Focused surveys for Crotch's bumble bee (*Bombus crotchii*) are not anticipated to be required due to the condition of the project site based on a preliminary evaluation of aerial imagery and are not included in this scope of work.

- Jurisdictional Delineation (JD)

The Kimley-Horn team will conduct a routine wetland delineation and areas of potential jurisdiction will be evaluated according to the United States Army Corps of Engineers (USACE) Wetlands Delineation Manual (Environmental Laboratory, 1987), Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Environmental Laboratory 2008), and State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (State Water Resources Control Board 2019). The jurisdictional limit of non-wetland waters will be identified following the procedures set forth in 33 Code of Federal Regulations (CFR) 328.3(e) and applicable resource agency guidelines. Further, the extent of any streambed and associated riparian areas subject to review by the CDFW under Section 1602 of the Fish and Game Code will be determined. The jurisdictional delineation will be conducted simultaneously with the reconnaissance-level field survey required for the NES-MI. Our team will prepare a Preliminary Jurisdictional Delineation (PJD) memo that will include an analysis of wetland features within the project boundary. This preliminary analysis will help determine whether there are USACE jurisdictional waters as early in the project review process as possible. The memo will be submitted directly to the City, will be informative in nature and is not anticipated to have comments or require revisions. The full results of the delineation will be presented in a Jurisdictional Delineation report that will include mapping of any wetland and jurisdictional areas. This report will define the project constraints associated with non-wetland waters, wetlands, and riparian habitat. The jurisdictional delineation report will be an attachment to the NES-MI. The results of the determination are subject to verification by the USACE, RWQCB, and CDFW. We have included up to four hours of coordination with the resource agencies and City regarding the jurisdictional status of delineated features.

- Bat Habitat Assessment

  A bat habitat assessment will be conducted within the project area to determine whether suitable trees or other roosting habitat for bats occur. If suitable roosting habitat is present within the project area and is anticipated to be impacted, this scope does not include the effort to cover the additional effort for nighttime bat surveys.

  A Bat Habitat Assessment Report will be prepared following completion of the habitat assessment. The report will document the results of the habitat assessment. The locations of suitable trees or other roosting habitat and confirmed bat roosts, if present, will be clearly shown in map figures included with the report. The report will also provide recommendations for appropriate site- and species-specific avoidance and minimization strategies. One round of consolidated City review and comment is assumed for the Bat Habitat Assessment Report. The Bat Habitat Assessment Survey Report will be an attachment to the NES-MI. If focused surveys during maternity nesting season are required, a scope and budget adjustment would be required.

- MSHCP Consistency Analysis

  The following details the scope required to conduct a NES-MI and MSHCP consistency analysis. Additional species and biological resources surveys will be recommended if site conditions warrant and regulatory requirements mandate. We will conduct a literature review to identify sensitive species known or reported to occur within the project area. The literature review will include the California Natural Diversity Database, the California Native Plant Society Electronic Inventory, and MSHCP documents. Our team biologist familiar with the habitats and sensitive resources of the region will conduct a general on-site field survey. Additionally, a qualified biologist will conduct a habitat assessment for sensitive fairy shrimp. Based on the literature review and field survey, an assessment of the potential habitat value for survey species identified in the MSHCP and identification of any additional focused species surveys that may be necessary (including burrowing owl, narrow endemic plants, etc.). The Consistency Report will include discussion of: 1) the presence of jurisdictional wetlands, waters of the U.S., or streambeds/habitats as defined by the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW), respectively: 2) results of any focused surveys, if needed; 3) project consistency with the conservation objectives of the MSHCP and recommendations of measures to achieve consistency, as necessary; and 3) impacts to sensitive biological resources, graphics, and maps as needed to show the project location and vicinity, the project relationship to designated critical habitat areas, and the project relationship to NEPA for any biological resources or habitat areas on the site that may require additional study for CEQA review or for compliance with the MSHCP.

  The report will be submitted electronically. Upon review/revision, we will submit a PDF of the final report. The PDF will include all text, graphics, and supporting appendices. If requested, hard copies may be provided on a time-and-materials basis.

  A copy of the NES-MI (and associated JD/Bat Assessment and MSHCP Consistency Analysis) will be sent to the City (MSHCP-permittee) as required under the MSHCP.

- *Determination of Biologically Equivalent or Superior Preservation (DBESP) Report* (Optional)

  The MSHCP requires preparation of a DBESP when Riverine/riparian resources, burrowing owl, or NEPSSA plants, and some other MSHCP-covered resources, are found to be present

on site and would be impacted by the project. Based on initial review and potential for diversion of flows west of Hargrave Street, the proposed project may impact riverine/riparian resources as the feature present is assumed to also be jurisdictional by CDFW. If based on the field surveys that the sensitive resources described above or any other MSHCP-covered resources are identified onsite and will be impacted, a DBESP will be prepared consistent with the April 2023 template using the surveys, hydrology, drainage water quality and other technical information and reporting prepared as part of this scope of work and submit to the City for review and comment. Once comments have been addressed and revisions approved by the City, the City will submit the DBESP to the Western Riverside County Regional Conservation Authority (RCA), for agency review. The DBESP would be reviewed by the CDFW and USFWS during a 60-day review and response period. Upon receipt of comments, we will revise the draft DBESP and submit a final DBESP to the City for submittal to CDFW and USFWS. If further technical analysis is required by the agencies for inclusion in the DBESP, beyond that identified in this scope of work, amendment to this scope would be required. Also, under the MSCHP, impacts to resources maybe be achieved through one of the following mechanisms: 1) use of credits in an approved mitigation bank; 2) on-site mitigation or 3) off-site mitigation at an approved site. It is assumed that credits at an approved mitigation bank will be utilized for this project. Coordination and negotiation with mitigation banks, and identification and assessment of on- or off-site mitigation locations, are not included in this scope and would require an amendment. No additional MSHCP-related services are provided with the scope and cost included in this proposal (i.e. Joint Project Review).

- *Focused Burrowing Owl Survey (Optional)*

  The project site lies near an MSHCP burrowing owl survey area. If the project limits include the burrowing owl survey area and if suitable habitat is present, a qualified biologist will conduct a focused survey in accordance with the Burrowing Owl Survey Instructions for the MSHCP. A burrow survey will be conducted during the burrowing owl breeding season (March 1 through August 31) in search of natural burrows or suitable man-made structures within the project site and a 500-foot buffer around the site (collectively referred to as the "study area").[1] If potential owl burrows (natural or man-made) are found, or if owls are observed during the burrow survey, then we will conduct four additional site visits on separate days, either in the morning, one hour before sunrise to two hours after sunrise, or in the early evening, two hours before sunset to one hour after sunset. The locations of all suitable burrowing owl habitat, potential owl burrows, burrowing owl sign, and any owls or sign observed will be recorded with a Global Positioning System device.

  A focused burrowing owl survey is required for all sites with suitable burrowing owl habitat within 30 days prior to ground disturbing activities, whether initial survey results are positive or negative.[2] If survey results are positive, additional follow-up surveys, avoidance, or relocation of owls in coordination with the CDFW, or monitoring may be required. In the event that it is determined that burrowing owls occupy the project site, prior to any on-site development, and are anticipated to be impacted, the City shall document proposed impacts and suitable compensatory mitigation, if required, to the RCA, CDFW and USFWS in

a DBESP.

The Kimley-Horn team will prepare and submit a letter report to the City in electronic format describing the survey methodologies and results of the focused burrowing owl survey. One round of consolidated review and comment is assumed for the focused burrowing owl survey report. A copy of the report will be sent to the Western Riverside County MSHCP Biological Monitoring Program by the City as required under the MSHCP. The report will be included as an attachment to the NES-MI.

- Burrowing owl surveys can last anywhere from one to five months during the survey season but are recommended to be conducted evenly throughout the survey season if possible, to eliminate the probability that late and/or early season owls are not detected.
- This task and budget does not include the additional pre-construction survey or relocation services.

- *Narrow Endemic Plant Species Survey Area (NEPSSA) Survey (Optional)*

The project site lies near a NEPSSA study area for Marvin's onion (*Allium marvinii*) and many-stemmed dudleya (*Dudleya multicaulis*). Should the project limits include NEPSSA survey area and if suitable habitat is present, a qualified biologist will conduct two focused surveys in May/June 2025 and June/July 2025 to determine if any of the NEPSSA plants are present.

The objective of the survey will be to determine presence or absence of the target species and, if present, to quantify and map the distribution of the species on the project site. All plant species detected on the site during the survey will be identified to the extent necessary to determine rarity and listing status. The survey will consist of two site visits spanning the peak flowering season of the target species. These surveys must be conducted during this timeframe to avoid agency scrutiny. Surveys conducted outside of this time period may be rejected by the resource agencies (CDFW, USFWS, and/or Western Riverside County Regional Conservation Authority [RCA]), and additional surveys during the appropriate time period may be required by the resource agencies.

The Kimley-Horn team will prepare a letter report describing the survey methodologies and results of the focused NEPSSA surveys to be submitted to the City. One round of consolidated review and comment is assumed for the focused NEPSSA survey report. A copy of the report will be sent to the MSHCP Biological Monitoring Program by the City as required under the MSHCP. The report will be included as an attachment to the NES-MI.

Deliverables:

- NES-MI [Draft and Final]
- JD [Draft and Final]
- Bat Habitat Assessment [Draft and Final]
- MSHCP Consistency Analysis [Draft and Final]
- DBESP Report [Draft and Final] (Optional)
- Focused Burrowing Owl Survey (Optional)
- NEPSSA Focused Survey (Optional)

- Air Quality

  Develop a work plan explaining the assumptions and methodology for the Air Quality Report to Caltrans Staff for review and approval prior to beginning the development of the report. The work plan will outline the construction, traffic data, and modeling assumptions.

  Deliverables: Air Quality Report Work Plan (pdf)

  The Air Quality Report will be prepared in accordance with the Caltrans Standard Environmental Reference (SER) Chapter 11 (Air Quality) and the annotated outline. The Air Quality Report will address requirements under transportation conformity, NEPA, and CEQA criteria. The technical report will include the following discussions and analyses:

  - **Setting**. The analysis will include discussions of the affected environment including meteorology/climate of the project area; existing air quality conditions; federal, state, and local air quality rules and regulations; and approved air quality plans.
  - **Transportation Conformity**. The project area is in nonattainment for ozone and PM2.5. Transportation conformity requirements will be identified and evaluated for the project. Transportation conformity will be at regional and project levels:
    - Regional Conformity. Regional conformity of the project will be demonstrated by the project inclusion in the latest conforming regional transportation plan (RTP) and the federal transportation improvement program (FTIP). This includes coordination with City, County, and Caltrans regarding project inclusion in the latest transportation plans and programs.
    - Project Level Conformity (CO Hot Spot Analysis). The carbon monoxide (CO) hot spot analysis will be based on the CO protocol developed by UC Davis.
    - Project Level Conformity (Particulate Matter Hot Spot Analysis). The project is exempt from project-level conformity under 40 CFR 93.126 (Railroad/Highway Crossing). Therefore, the analysis will document this exemption and explain that the project is a grade separation that does not change the number of through lanes and does not change the channelization or signalization status of intersections.
  - **Project Greenhouse Gas Emissions**. Greenhouse gas (GHG) emissions and impacts from the project would be evaluated following the current Federal and State guidance. The effects of transportation control measures in reducing project emissions will be described.
  - **Mobile Source Air Toxics (MSAT)**. MSAT analysis will be performed following the FHWA *Interim Guidance Update on Mobile Source Air Toxic Analysis in NEPA Documents* (January 2023).
  - **Short-Term Construction Air Quality Impacts**. Air quality impacts due to short-term project construction activities will be evaluated. Project construction emissions will be quantified based on project construction information using agency approved emission calculation tools. The analysis will also identify appropriate control measures to minimize construction emissions.

    Deliverables: Air Quality Report (pdf)

- Noise Study

Noise Study Report Work Plan: develop a work plan explaining the assumptions and methodology for the Noise Study Report to Caltrans Staff for review and approval prior to beginning the development of the report. The work plan will outline the noise measurement locations and modeling assumptions, including receiver locations and hourly traffic volume assumptions.

Deliverables: Noise Study Report Work Plan (pdf)

Noise Study Report: A traffic noise study will be conducted in accordance with the Traffic Noise Analysis Protocol developed by Caltrans to produce a Noise Study Report. The protocol requires identification of noise impacts at different types of activity areas affected by the project. The noise study will address both the State and Federal noise abatement criteria (NAC) to support the NEPA CE. The following tasks will be conducted to prepare the noise study:

- **Identify Potential Sensitive Receptors**. Based on aerial images and a field visit, potential sensitive receptors for noise impacts will be identified and mapped.
- **Measure Existing Noise Levels**. Existing noise levels will be measured at representative receiver locations within the study area to quantify existing worst-hour noise levels and to provide data for model calibration purposes. The field work plan and methodology memo will be provided to the City and Caltrans approval prior to the collection of noise measurements. Within the noise study area, Kimley-Horn will perform concurrent directional traffic counts by vehicle classification and determine speeds of all major roads during on-site short-term noise monitoring and collect one short-term (15 minute) noise measurements at six locations. Traffic noise will be modeled using TNM 2.5, as currently required per Caltrans' Standard Environmental Reference (SER) and FHWA guidance.
- **Model Future Noise Levels**. Modeling is required to calculate noise levels throughout the project corridor using FHWA's Traffic Noise Model (TNM) would be used to calculate existing noise levels and predict future noise levels with and without the project. The model will be calibrated to the measured noise and traffic conditions and then used to predict existing and future noise levels. Traffic noise modeling will be conducted in accordance with the Caltrans recommended procedures. Traffic noise will be modeled using TNM 2.5, as currently required per Caltrans' SER and FHWA guidance. It should be noted that TNM 3.0 may be required at the time of the noise analysis, and as such would be used by the project team.
- **Construction Noise**. Construction noise will be predicted using methods outlined in the protocol that utilize the Roadway Construction Noise Model.

This task assumes that the Noise Study Report will not identify reasonable or feasible noise abatement and that a Noise Abatement Decision Report (NADR) will not be necessary.

Deliverables: Noise Study Report (pdf)

- Phase 1 Environmental Site Assessment (Hazardous Materials)

The Initial Site Assessment (ISA) scope of services described in this task addresses the due diligence procedures and methodology presented in the American Society for Testing and Materials (ASTM) Standard Method E 1527-13, Standard Practice for Environmental Site Assessments and Chapter 18 of the California Department of Transportation (The Department) document titled Project Development Procedures Manual (1999). The Project Development Procedures Manual states that "every project that

includes excavation, structure demolition or modification, or the purchase of new right-of-way, will require an ISA to determine if known or potential hazardous waste is present within the project limits". The Caltrans Handbook refers to conducting hazardous materials assessments consistent with ASTM 1527-21. This scope limits the Subject Property to Hargrave Street between Lincoln Street and Ramsey Street including the adjacent frontage properties, all four I-10 Interchange ramps up to the freeway gore areas, along the UPRR right-of-way between San Gorgonio Avenue and approximately 4,500 linear feet east of Hargrave Street.

- The ISA provides the following:
    - An identification of Recognized Environmental Conditions (RECs)
    - An opinion of the impacts on the property resulting from conditions identified during the investigation, by a qualified Environmental Professional (EP)
    - An opinion, by a qualified EP, on the need for additional investigations
    - A statement consistent with ASTM E 1527-21, 12.13, on the qualifications of the EP and the suitability of the ISA to meet the requirements of The All Appropriate Inquiry Rule, CFR 40 312.
- The assessments will reflect the general national standard of practice and the local customary practice as understood by the EP. The EP will use ASTM 1527-21 along with our judgment and experience when reviewing results of the assessment and in identifying findings and RECs.
- Findings relative to potential hazardous waste facilities within and adjacent to the project boundaries will be summarized in the final ISA report. The following tasks refer to only that information that is defined as reasonably ascertainable.
    - Records Review: This task will generally consist of an environmental database record search, aerial photograph review, and review of historical maps and sources.
    - Site Reconnaissance: Conduct a site reconnaissance at the subject property consistent with ASTM E 1527-21, Section 9. The site reconnaissance will be non-invasive. We will not collect or analyze any samples. We assume that we will be allowed appropriate access to areas of the site and that the site reconnaissance shall be conducted as a single event. Should an additional site reconnaissance be required due to access limitations, the additional site reconnaissance shall be considered additional services.
    - Interviews: Consistent with ASTM E 1527-21, the Kimley-Horn team will make a reasonable attempt to conduct interviews with current and past property owners, neighboring property owners in the case of abandoned properties, or local agency representatives with knowledge of the project area.
- ISA Report Preparation: Prepare a summary report for the subject property. The report will be formatted consistent with Appendix X4 of ASTM E 1527-21. The report will include conclusions and recommendations based on the findings of the ISA. The Caltrans ISA Checklist will be completed and included with the final report.
- Since results of the ISA are unknown, hazardous materials testing is excluded from this scope of services, with the exception of ADL, which is included as optional.

- Community Impacts (Optional)

A Community Impact Assessment (CIA) will be prepared, consistent with the guidelines in the FHWA Technical Advisory T6640.8A, Caltrans CIA Handbook (October 2011), Caltrans CIA template (2024) and other applicable guidance from the FHWA and the Caltrans SER Web sites. The Kimley-Horn team reviewed the Caltrans SER and determined that a mid-level CIA would be appropriate for this project. This was determined because of the likelihood of property acquisitions to accommodate for the widening of Hargrave Street. The CIA is anticipated to focus on land use impacts, consistency with applicable State, Regional, and Local Plans, community character and cohesion, relocations and real property acquisition, traffic and transportation/pedestrian and bicycle facilities, utilities, emergency services, and public involvement. The CIA will provide a description of existing, adopted, and proposed land uses on and in the immediate vicinity of the project site, including employment and activity centers. The CIA will also address the proposed project's consistency with relevant local, regional, and State regulations and land use, transportation, and air quality plans. Housing, employment, and population conditions, as well as the locations of important community facilities in the vicinity of the project site will be described. Relevant demographic and land use information for the project study area will be mapped. The project may require parcel acquisitions and relocations. An analysis of the project's potential right-of-way impacts and associated socioeconomic impacts will be discussed in the CIA. The CIA will also address federal environmental justice requirements and evaluate whether the project would increase/decrease transportation equity in the affected community of Banning. The project may include the closure and/or rerouting of several streets; therefore, a discussion of the project's impacts on community access will also be provided in the CIA.

The CIA will also provide recommendations to avoid, minimize, and/or mitigate potential adverse impacts of the proposed project where feasible and warranted.

One round of consolidated review and comment is assumed for the Community Impact Assessment.

Deliverables: Community Impact Assessment (CIA) [Draft and Final]

- Paleontological Resources (Optional)

To address the potential for the project to impact sensitive paleontological resources per CEQA and NEPA, as well as other State and local regulations and requirements regarding paleontological resources, the Kimley-Horn team will prepare a combined Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) during PA&ED. The PIR/PER will follow the guidelines set forth by the California Department of Transportation (Caltrans) *Standard Environmental Reference (SER) Environmental Handbook, Volume 1, Chapter 8 – Paleontology*, as well as guidelines established by the Society of Vertebrate Paleontology and industry best practices. Completion of the PIR/PER will involve the following tasks:

Background Research. The Kimley-Horn team will conduct a fossil locality search through the records of the Natural History Museum of Los Angeles County (NHMLAC). The fossil locality search is necessary to document the status and extent of previously recorded paleontological resources within the project area and within the same or similar deposits as those found in the project area. This information will help determine the types of paleontological resources that may be encountered during project development. The Kimley-Horn team will examine current geologic maps of the project area and review

relevant geological and paleontological literature to document which geologic units are present within the project area. The literature review will provide additional information regarding the types of paleontological resources that may occur in those deposits and their scientific significance, as well as the methods necessary to mitigate any impacts to those resources.

Paleontological Identification Report/Paleontological Evaluation Report. The Kimley-Horn team will document the results of the fossil locality search through the NHMLAC and the literature review in a PIR/PER. The PIR/PER will assess whether there are known or reasonably anticipated paleontological resources within the project footprint and based on the description of proposed work and excavation parameters, determine whether project excavation will impact those resources. If this research indicates that significant resources may be impacted by project development, the PIR/PER will make recommendations regarding mitigation efforts and the preparation of a Paleontological Mitigation Plan (PMP). One round of consolidated review and comment is assumed for the Paleontological Identification Report/Paleontological Evaluation Report.

Deliverables: PIR/PER [Draft and Final]

- Water Quality (Optional)

The Kimley-Horn team will prepare a Water Quality Assessment Report (WQAR) for the project that follows the Caltrans December 2022 Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed and drainage characteristics, surface receiving waters, groundwater hydrology, regulatory requirements, pollutants of concern, receiving waters conditions, objectives, and beneficial uses, and floodplains. The report will discuss construction site, Design Pollution Prevention, and Treatment Best Management Practices (BMPs) that are applicable to the project per Caltrans' Storm Water Quality Handbooks Project Planning and Design Guide. The WQAR will also discuss any Low Impact Development (LID) features that are included as part of the project to address water quality impacts. The project's impacts on water quality will be evaluated and pertinent regulations and/or avoidance, minimization, and/or mitigation measures, where appropriate and necessary to prevent adverse water quality impacts, will be identified.

Information to be obtained from the Storm Water Data Report (SWDR); and Hydrology Report and incorporated into the WQAR entails proposed construction and operational BMPs, disturbed soil area, new impervious surface area, additional impervious surface areas to be treated from the project, existing and proposed drainage patterns, existing and proposed rate and volume of stormwater runoff, and proposed construction and operational BMPs. Information on depth to groundwater, proposed depth of excavation or pile installation, the potential for groundwater dewatering during construction, soil types, and erosion potential will be obtained from project Geotechnical Report. Additionally, information on riparian habitat, jurisdictional waters, and aquatic-dependent species and impacts to those biological resources will be obtained from the natural resources evaluations. One round of consolidated review and comment is assumed for the Water Quality Assessment Report.

Deliverables: Water Quality Assessment Report [Draft and Final]

- Aerially Deposited Lead (ADL) Investigation (Optional)

The Kimley-Horn team will prepare a workplan and submit to Caltrans for review.

Soil Samples: Caltrans requires ADL boring interval to be 300 feet or less, and depending on the lateral distance of the excavation, more than one-line of borings is sometimes required. We assume only one line of borings is required for this project.

According to the Caltrans Guidance, samples for ADL testing should be obtained from depths extending to the bottom of proposed construction excavations. Since higher ADL concentrations are usually found near the ground surface and the ADL concentration usually diminishes with depth, we are proposing a two-phase program in an attempt to reduce costs. The boring and sampling depth for the first phase will be limited to 4 feet. If soils are determined to have high levels of lead, then a second phase field sampling would be required to collect samples from greater depths (to proposed excavation depths). The scope given below is for the first phase of work only.

We will excavate no more than 8 shallow borings, within Caltrans right-of-way, to collect near-surface material samples for ADL testing. Samples will be collected from borings excavated using a 3-inch stainless steel hand-auger. Near-surface soil samples will be collected approximately at 0.5, 1.5, 3 and 4-foot depths from each boring.

We will forward the soil samples to a California Certified analytical laboratory for testing:

- All samples shall be tested for total lead using U.S. EPA Method 6010B,
- Samples that contain greater than or equal to 80 mg/kg of total lead shall be analyzed for soluble lead using California Waste Extraction Test (citric acid extraction) for extractable lead,
- Samples that contain greater than or equal to 5 mg/l of extractable lead using CA-WET (citric acid), shall be analyzed using DE-WET (de-ionized extraction) for de-ionized extractable lead,
- Samples that contain greater than or equal to 1,000 mg/kg of total lead, or greater than or equal to 5 mg/l of extractable lead using CA-WET (citric acid) shall be analyzed using the EPA Toxic Characteristic Leaching Procedure (TCLP) for leachable lead, and
- Ten percent of soil samples collected shall be analyzed using U.S. EPA Method 9045C for pH.

Yellow Thermoplastic Traffic Stripping Samples: The yellow thermoplastic traffic striping will be sampled and tested for concentrations of lead and chromium. No more than 4 samples will be collected within Caltrans right-of-way.

The retrieved paint samples will be immediately placed in clean glass jars with teflon lids. Jars will be labeled with project information including the project name and number, sample number, location from which the sample was collected, and date and time of sampling. All samples will be entered on chain-of-custody forms and transported to a certified laboratory for testing.

- Samples shall be analyzed for total lead using U.S. EPA Method 6010B,
- Samples shall be analyzed for Chromium using U.S. EPA Method 6010B,
- Samples that contain greater than or equal to 80 mg/kg total lead shall be analyzed for soluble lead using California Waste Extraction Test (citric acid extraction) for extractable lead,
- Samples that contain greater than or equal to 50 mg/kg total chromium shall be analyzed for soluble lead using CA-WET (citric acid extraction),
- Samples that contain greater than or equal to 100 mg/kg of total lead, or greater than or equal to 5 mg/l of extractable lead using CA-WET (citric acid) shall be analyzed using the EPA Toxic characteristic Leaching Procedure (TCLP) for leachable lead, and

- Samples that contain greater than or equal to 100 mg/kg of total chromium, or greater than or equal to 5 mg/l of extractable lead using CA-WET (citric acid) shall be analyzed using TCLP for leachable lead.

ADL Report: Following the ADL investigation, we will prepare a report for the project, summarizing the findings of the lead testing investigation. The report will include findings of the field sampling, results of laboratory tests and the statistical analysis, and recommendations for reuse of on-site soils excavated during construction.

Deliverables: ADL Report (pdf)

5.3 Visual Impact Assessment (VIA) (Optional)

VIA Work Plan: Develop a work plan explaining the assumptions and methodology for the Visual Impact Assessment to Caltrans Staff for review and approval prior to beginning the development of the VIA. The work plan will outline the level of VIA recommended for the project along with a preliminary outline, number of recommended visual simulations and key viewpoints recommended.

Visual Impact Assessment: We assume a VIA Memorandum, which analyzes the changes to the visual setting and aesthetics associated with construction and implementation of the project, shall be prepared. The analysis will be performed using methods and protocol developed by the Federal Highway Administration (FHWA) and adopted by the Caltrans and will utilize Caltrans' VIA Memorandum template. The principal components of the visual setting will be inventoried and shall include: views, viewsheds, viewer groups, visual resources and the quality and character of the project corridor. We will consider and identify potential visual aesthetic treatments for the project which will enhance the project will also be identified and considered. A context sensitive solution approach shall be utilized and implemented in the preparation of the VIA Document.

As part of this task, we will attend up to three (3) meetings and coordinate with the Client, Kimley-Horn, Caltrans and other key team members as requested and/or reasonably required to provide recommendations.

Deliverables:

- VIA Work Plan (pdf)
- Memorandum Visual Impact Assessment Document (pdf)

Assumptions:

- A Sediment Transport Study is not required.

Task 6 - Plans, Specifications & Estimates (PS&E)

This task shall include detailed engineering calculations, design, construction plans, specifications and special provisions and engineer's construction cost estimate and bid schedule for the project that will enable the City to advertise and award the construction contract for the project.

The responsible Consultant/Engineer shall sign all Plans, Specifications, and Estimates (PS&E) and

engineering data furnished by the individual, and where appropriate, indicate the individual's California registration number. The Consultant shall prepare and furnish Special Provisions for items of work included in the plans which are not covered in the Standard Specifications, Caltrans-approved standard special provisions, and City approved standard special provisions.

Federal regulations require a Value Analysis study on all federal aided projects with a total cost (construction, right-of-way, and support) exceeding $50 million. The Hargrave Street Grade Separation will be federally funded and therefore a Value Analysis should be included in this scope.

6.1 REPORTS

Water Quality Management Plan

Consultant will prepare a Water Quality Management Plan (WQMP) for the project as required for urban runoff from municipal separate storm sewer systems (MS4 permit). The scope of the WQMP will include recommendations for post-construction permanent best management practices (BMPs), including source control (structural and non-structural) and treatment BMPs. Recommendations for BMPs will be incorporated into the project's PS&E. This work includes documentation and incorporation of environmental requirements and mitigation measures, NPDES, temporary and permanent BMPs, air/water quality, erosion/sediment control) into the Project construction documents.

Assumptions:

- Consultant shall provide base Project data (areas, slopes, etc.) for the Storm Water Pollution Prevention Plan (SWPPP). The Contractor shall be required to engage a licensed engineer to prepare the SWPPP.

Deliverables:

- Water Quality Management Plan (WQMP)
- Storm Water Pollution Control Plans
- Storm Water BMP Plans
- Storm Water Pollution Plan Preparation (SWPPP)
- Notice of Intent

- Compliance with the Municipal Separate Storm Sewer Systems (MS4) Permit will be a dual process. Caltrans will require a Stormwater Data Report (SWDR) to comply with the MS4 Permit for work within their right-of-way. For the City portion, compliance with the Whitewater River Watershed MS4, a Water Quality Management Plan (WQMP) is required for Priority Development Projects. Since the grade separation project does not fit within one of the seven categories established in the guidance, a WQMP is not required; however, the MS4 Permit does require the project implement Best Management Practices to the Maximum Extent Practical (MEP), which will we document in the WQMP template format.

Hydrology & Hydraulics Reports

The Hydrology and Hydraulics Report shall quantify the magnitude and frequency of design flows from adjacent areas for the Project area, as well as the peak flows and volumes attributable to the proposed improvements. It will also include a description of the proposed on-site drainage improvements and any treatment Best Management Practices (BMPs) to be incorporated into the design to satisfy

National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit (MS4 Permit) requirements.

The Consultant will investigate hydrologic and hydraulic features of the site as necessary to accommodate the grade separation.

Deliverables:

- Draft Hydrology & Hydraulics Report
- Final Hydrology & Hydraulics Report

- Design storm events to be analyzed are 10-year, 50-year, and 100-year storm events.

Traffic Management Plan

A Traffic Management Plan (TMP) will be developed with the objective of the TMP being to provide continuous traffic circulation and access, with adequate space for safe and efficient construction. The TMP will be coordinated with project stakeholders. Development of the staged construction and traffic detours, closures or alterations to traffic patterns will be included.

The TMP shall be developed according to Caltrans TMP Guidelines. TMP strategies include:

- Public Information
- Motorist Information
- Incident Management
- Construction Strategies
- Demand Management
- Alternate Routes (or Detours)

Assumptions:

- Although the TMP shall be prepared per Caltrans guidelines, it is anticipated that Caltrans review and approval of the TMP shall be limited to portions impacting their right-of-way only.

Deliverables:

- Draft Traffic Management Plan
- Final Traffic Management Plan

- Prepare Caltrans District 8 Transportation Management Plan (TMP) Data Sheet for Caltrans approvals. Lane closure charts for the I-10 ramps will be provided by Caltrans and incorporated into the specifications.
- We assume analysis of one alternate detour route and up to 10 intersections.
  - Since results are unknown, design for intersection improvements is not anticipated. If design is needed, temporary design plans would be considered as additional services or be provided by the Contractor.

Geotechnical Investigations & Report

Consultant shall conduct geotechnical investigation, and shall report findings to support structures, pavement, and other portions of the Project requiring geotechnical support.

Consultant will provide geotechnical, geologic and seismic design recommendations. Consultant will provide geotechnical and foundation recommendations for roadway, bridge, retaining walls, and other structures, as required.

Consultant will prepare a geotechnical, materials and bridge foundation report with information gathered during the site visit and review of existing subsurface data, geotechnical borings, results obtained from the alternative analysis, and the preliminary bridge and retaining wall foundation data.

Geotechnical Field Exploration & Laboratory Testing

It will be the responsibility of the Consultant to notify Underground Service Alert (USA) and provide traffic control. The approved locations will be marked in the field and USA will be notified. Traffic control in the City right-of-way (when required) for the field investigation will be performed in accordance with the California Joint Utility Traffic Control Manual, the Manual on Uniform Traffic Control Devices (MUTCD) and the Standard Specifications for Public Works Construction per City requirements. Traffic control in Caltrans right-of-way will be performed in accordance with Caltrans Standard Plans.

The deep boreholes will be excavated using a truck-mounted rotary-wash drill rig. Soil cuttings will be temporarily stored onsite in 55-gallon drums, tested for contaminants, then disposed offsite. The shallow boreholes will be excavated using a truck-mounted or track-mounted drilling rig equipped with 8-inch diameter hollow-stem augers. Spoils generated from the hollow-stem auger borehole excavations will be mixed with cement and water and used to backfill the boreholes. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.

Laboratory Testing

Consultant field personnel will collect soil samples for laboratory testing, including bulk samples of near surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the Consultant laboratory.

Consultant will select representative soil samples for laboratory testing. Various laboratory tests will be performed to determine or derive physical and engineering characteristics of soils.
Anticipated laboratory soil tests include: in-situ moisture content and density, grain size distribution, Atterberg limits, direct shear, consolidation, unconsolidated-undrained triaxial, R- value, maximum density and optimum moisture content, and soil corrosion tests. Tests will be conducted in general accordance with California Test methods or ASTM standards.

Preliminary Foundation Reports

PFRs are required for non-standard design elements located within Caltrans right-of-way only. Based on current project layout, Consultant will prepare a Preliminary Foundation Report (PFR) to provide preliminary geotechnical information to assist structural designers in the Type Selection process. These PFRs will be prepared using the available subsurface data and the format will be in accordance with the current Caltrans Guidelines.

Geotechnical Engineering Analyses

Results obtained from the field investigation and laboratory testing will be used to characterize

subsurface soils and conditions and create idealized soil profiles for design purposes. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendations of an ARS curve for the bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridge and retaining walls.
- Assessment of global slope stability and settlement of embankments.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

Report Preparation

Consultant will analyze the results and present them in the geotechnical report. The geotechnical report will be prepared to include recommendations for design and construction of bridge foundations, bridge type selection, earth retaining structures, cut and fill slopes, pavement, and drainage facilities.

It is assumed that Caltrans will review only the improvements in their right-of-way; therefore, a Foundation Report will be prepared for retaining walls within Caltrans right-of-way. A Geotechnical Design Report and a Materials Report will be prepared for the improvements within Caltrans right-of-way. A Geotechnical Report will be prepared to include all other improvements within the project. The Foundation Report for non-standard retaining walls within Caltrans right-of-way will be prepared in accordance with the Caltrans Guideline- Foundation Reports for Earth Retaining Systems (ERS) dated June 2017. The Geotechnical Design Report (GDR) will be prepared in accordance with Caltrans guideline dated December 2006. The Materials Report will be prepared in accordance with Caltrans Highway Design Manual Topic 114 dated November 2017.

Assumptions:

- Geotechnical Investigation is allowed between 8am and 4pm on weekdays.
- Engineer Stamped Traffic Control Plans are not included. Any borings requiring traffic control are assumed to be performed in accordance with the WATCH Manual. If required, Consultant can prepare Traffic Control Plans signed by a licensed Civil or Traffic Engineer for geotechnical boring work for an additional fee.

Deliverables:

- Geotechnical Report
- Foundation Report (FR)
- Geotechnical Design Report (GDR)
- Materials Report (MR)

Assumptions:

- Infiltration testing is not anticipated.

Landscape & Aesthetic Concepts

Based on input provided by the City, the stakeholders and the information gathered during the site

reconnaissance, the Consultant shall define opportunities and constraints including site features and context, climatic influences, pedestrian and vehicular circulation systems, landscape planting, and view corridors for use in the preparation of the landscape concept plan. Conceptual plans or exhibits shall be submitted. The landscape concept shall contain an initial plant palette, planting design, and median hardscape treatments. Consultant shall prepare an image board composed of relevant imagery. Proposed hardscape and softscape materials and finishes shall be included to further illustrate the design intent. Image boards may be presented at community outreach meetings, at the City's discretion.

Colored 2D exhibits shall be prepared for railroad bridge and retaining wall aesthetics. Aesthetic options may be presented at community outreach meetings for stakeholder input.

Assumptions:

- Two (2) revisions to the landscape concepts is included in this scope.
- Bridge and retaining wall aesthetics/architectural features should be similar to those found at the Sunset Avenue Grade Separation in the City of Banning.

Deliverables:

- Landscape Concepts
- Bridge and Retaining Wall Aesthetic Concepts

We generally anticipate evaluating two aesthetic concept alternatives.

- **Deliverables:**
  - Existing Conditions Imagery
  - Existing Context Diagram
  - Opportunities and Constraints Diagram
  - Design Narrative
  - Site Features Inspiration Imagery
  - Retaining Wall Aesthetic Concept Elevations
  - Railroad Bridge Fencing Aesthetic Concept Elevations
  - Pedestrian Fencing Aesthetic Concept Elevations
  - Conceptual Hardscape Materials & Finishes Plan & Imagery
  - Conceptual Planting Materials Plan, Palette List & Imagery
  - Existing and Proposed Perspective Rendering Views

Structure Type Selection Report

A Structure Type Selection Report will be prepared for the railroad bridge. The bridge type report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements, staging, and construction cost. Anticipated construction methods for building the bridge off-site and moving it into place will be identified in the Type Selection process and coordinated with the project geometry. Consultant will submit Type Selection documents to the City, UPRR and CUPC for review and approval.

Deliverables:

- Structure Type Selection Report

A Type Selection Report (TSR) will be required to be prepared for the Hargrave Undercrossing Retaining Wall and for the Hargrave Street Underpass bridge. The TSR will follow the guidelines of Caltrans Memo to Designers (MTD), Section 1-29 “Structure Type Selection”, and Caltrans Office of Special Funded Projects (OSFP) Information and Procedures Guide, Section 4-2 “Structure Type Selection”.

The purpose of the TSR is to further evaluate the design of each structure and selected the appropriate structure and will conduct a constructability review to identify any potential challenges with the selected structure type. The TSR will encompass:

- Type Selection Memo: this will document the selection process used to choose the type of structure, it will discuss the pros and cons of the structure and potential construction challenges associated with the chosen structure, the design criteria that will be used including the seismic design criteria, and preliminary foundation recommendations that will be based off the Preliminary Geotechnical Report.
- General Plan of the proposed structure: This will include an Elevation View, Plan View, and Typical Section for each structure.
- General Plan Estimate: This will be the estimated construction cost for the proposed structure based on a high-level quantity takeoff for each structure.

The TSR for the underpass will be submitted to the City, UPRR, and CPUC for review and approval. The TSR for the undercrossing walls will be submitted to the City, and Caltrans. It is anticipated that a Type Selection Meeting (TSM) will be required for each structure. A TSM is expected with Caltrans for the Hargrave Street Undercrossing retaining wall, and a TSM is expected with UPRR for the Hargrave Street Underpass. Each of these meetings are expected to be virtual.

Deliverables:

- I-10 Hargrave Street Undercrossing Retaining Wall TSR
- Hargrave Street Underpass Bridge TSR
- Virtual TSM with Caltrans for the I-10 Hargrave Street Undercrossing Retaining Wall
- Virtual TSM with UPRR for the Hargrave Street Underpass Bridge

6.2 CALCULATIONS

All roadway calculations and structural analyses and design will be performed using Caltrans’ current standards and requirements.

Civil/Survey Calculations

The Consultant shall provide the following roadway calculations:

- Geometric traverse and right-of-way
- Template notes and slope staking note.
- Profile
- Grid grades.

Survey calculations shall include measurements of square footage for certain fee takes and the associated closure reports necessary for PS&E.

Quantity calculations shall be submitted with the Cost Estimates.

Calculations shall be submitted at the 60% and 90% milestones and updated as required beyond the 90% milestone. The 60% calculations (Draft) shall undergo a cursory QA/QC review. The 90% (Final) calculations shall be fully checked and reconciled.

Assumptions:

- Cross sections for proposed roadway features (CL, TC, FL) will be provided at 25- foot intervals and key points.

Deliverables:

- Draft Civil/Survey Calculations
- Final Civil/Survey Calculations

Structural Calculations

Structural calculations shall be provided for the bridge and any retaining walls that are not covered by Caltrans Standard Plans or are manufacturer-/contractor-designed retaining walls. AASHTO and Caltrans criteria shall govern the design of the structures.

Calculations shall be submitted at the 65% and 95% milestones and updated as required beyond the 95% milestone. The 65% calculations (Draft) shall undergo a cursory QA/QC review. The 95% (Final) calculations shall be fully checked and reconciled with the Independent Checker. Supplemental calculations will be submitted at 100% as needed.

Deliverables:

- Draft Structural Calculations at 65%
- Final Structural Calculations at 95%
- Supplemental (or Updated) Structural Calculations at 100%

The design of the Hargrave Street Undercrossing Retaining Walls will utilize AASHTO LRFD Bridge Design Specifications 8th Edition with interims from Caltrans, Caltrans Memo to Designers, and Caltrans Seismic Design Criteria, along with Caltrans Standard Plans and Specifications.

The design of the Street Underpass will utilize the latest version of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Code as required by UPRR.

Independent Check

Independent Structural Calculations shall be performed between the 65% and 95% milestones.

Assumptions:

- The bridge and retaining walls shall undergo a full independent check, and the deliverable shall include a second set of independent structural check calculations.

Deliverables:

- Independent Structural (Bridge) Calculations

6.3 PLAN PREPARATION

Plans shall be prepared and submitted for the 35%, 65%, 95%, 100% and Issued for Bid (IFB) (or Final) milestones. All plan checks, except Caltrans, UPRR and CUPC plan reviews, shall be submitted electronically through the City of Banning plan check portal. One (1) set of 24-inch x 36-inch original mylar signed/sealed plans shall be submitted for the IFB submittal.

Plans shall be prepared electronically according to the CADD Standards established in the approved Project Management Plan.

The following sections of this Scope of Services describe specific categories of plans (e.g. Roadway Plans). Consultant shall not submit plans separately; all plans noted shall be submitted as a combined set at each milestone submittal.

Based on feedback received during the Project Concept Report phase from the City, Caltrans, and UPRR, we will prepare 35%, 65%, 95%, and 100%, and Issue for Bid (IFB) Plans to the City for review and comment. The plans will include the necessary civil and structural modifications within the project area. The scope and fee are based on the attached sheet count.

The plans will be prepared in accordance with applicable City of Banning, County of Riverside, Caltrans, Standard Plans for Public Works Construction, and CA MUTCD, and UPRR standards.

General Plans
General plans may include title sheet, vicinity and location map, sheet index, location map, construction notes, construction legend, standard symbols, telephone numbers of utilities and other affected agencies and businesses, basis of bearing and benchmark, general notes and abbreviations.

Deliverables:

- 35%, 65%, 95%, 100% Plans

Survey Control Plan
Survey and horizontal control plan shall be developed to provide street and rail centerlines and bridge ties to establish project control points.

Deliverables :

- 65%, 95%, 100% Plans

Right-of-Way Plans
Sheets shall delineate the existing right-of-way, and the acquisitions and easements (specifically Temporary Construction Easements) that are available for the Contractor's use.

Assumptions:

- Temporary Construction Easements will not be shown elsewhere in the plans. If the City desires to show them in the plans, they will appear only on the Right-of-Way Plans.

Deliverables :

- 65%, 95%, 100% Plans

Roadway Plans
Roadway or related facilities plans shall be prepared in conformance with the current City Design and Standard Plans for roadway within City right-of-way and shall be per Caltrans standards and requirements within Caltrans right-of-way.

Roadway plans may include:

- Demolition and Removal Plans
- Typical Sections

- Cross Sections
- Plan and Profile
- Intersection Details
- Off-Site Improvement Plans
- Grading Plans
- Erosion Control Plans
- Construction Details

Deliverables :

- 35%, 65%, 95%, 100% Plans

Roadway plans will include demolition and removal plans, typical sections, plan and profile, intersection details, off-site improvement plans, contour grading plans, temporary water pollution control plans, erosion control plans and construction details.

Working roadway cross sections will be prepared but we do not anticipate including these in the final plan set.

Railroad Tracks Plans

Railroad tracks or related facilities plans shall be prepared in conformance with the current UPRR and CUPC standards and requirements within UPRR right-of-way.

Railroad plans may include:

- Mainline Tracks Plans
- Shoofly Tracks Plans
- Typical Sections (Mainline & Shoofly)
- Cross Sections (Mainline & Shoofly)
- Plan and Profile (Mainline & Shoofly)
- Geometric Data Table (Mainline & Shoofly)

Deliverables :

- 35%, 65%, 95%, 100% Plans

Prepare railroad track plans in conformance with current UPRR and CPUC standard plans and formatting requirements that will include the following: general notes, details, construction phasing, shoofly typical sections, shoofly plan and profile, shoofly geometry table, shoofly cross sections, mainline track typical sections, mainline track plans and profile, mainline track geometry table, and mainline track cross sections. Railroad plans assume mainline track does not need to be raised.

Traffic Plans

Traffic plans may include:

- Traffic Signal Plans

- Pavement Delineation & Signage Plans
- Traffic Handling Plans
- Stage Construction Plans
- Detour and Construction Area Sign Plans
- Street Lighting Plans

Traffic Signal Plans will be prepared for the intersections of Hargrave Street and I-10 EB On/Off ramps and Hargrave Street and I-10 WB On/Off ramps.

Pavement Delineation & Signage Plans will be prepared for Hargrave Street from Ramsey Street to Lincoln Street.

Traffic Handling Plans will be prepared for the project along Hargrave Street from Ramsey Street to Lincoln Street.

Stage Construction Plans shall identify the general sequence of work. The Construction Schedule shall be based on the stages shown in the plans.

Detour and Construction Area Signage Plans will be provided showing routing (detours) for any full closures (such as long term, overnight, or weekend closures). Detour Plans will be provided for Hargrave Street, Lincoln Street, I-10 EB/WB On-ramp closure, and I-10 EB/WB Off-ramp closure.

Street Lighting Plans shall be provided for Hargrave Street and I-10 ramps within the project limits. Lighting will be required under the railroad bridge structure. It is assumed that no temporary lighting will be required. Photometry will be developed, and the plans will depict pole and luminaire type and locations, pull box and power source locations, and wiring/circuit diagrams, schedules, and details (as necessary).

Deliverables:

- 35%, 65%, 95% and 100% Plans

Traffic plans will include traffic signal plans, pavement delineation and signage plans, traffic handling plans, stage construction plans, detour and construction area signs, and street lighting plans. We anticipate three construction phases for the phasing plans.

Utility Plans

Consultant shall identify existing utilities based on collected record, survey, and pothole data. Disposition (protect-in-place, abandon, relocate, relocate by others, etc.) of existing utilities shall be identified.

Proposed utility locations shall be based upon the Consultant's designed elements as well as information provided by third-party utility companies, including the undergrounding of electrical, telephone, cable facilities and petroleum transmission pipelines. Consultant shall design the City Utility relocations per the Cities' standards.

Sanitary Sewer Plans: Existing City sanitary sewer facilities are located along Hargrave Street. The existing sewer main along Hargrave Street between Ramsey Street and Lincoln Street will require lowering to provide clearance for the new railroad bridge abutments. The existing sewer main goes from 8-inch VCP sewer main from Ramsey Street to John Street to 15-inch VCP sewer main from John

Street to Lincoln Street. There are also three sewer manholes that will need to be reconstructed. The Consultant shall consider the need for a sewer bypass to maintain uninterrupted service during the construction phase. The 15-inch VCP sewer main along John Street will need to be adjusted to tie into the sewer main on Hargrave Street. Private property sewer lateral detail plans will be provided for re-establishing sewer lateral connections for the existing commercial buildings and residential houses adjacent to Hargrave and John Street to the newly constructed sewer mains.

Water Plans: Existing City water line facilities are located along Hargrave Street. The existing 14- inch CMLWS water main along Hargrave Street between Ramsey Street and Lincoln Street will require lowering to provide clearance for the new railroad bridge abutments. Private property water service detail plans will be provided for re-establishing service connections for the existing commercial buildings and residential houses adjacent to Hargrave Street to the newly constructed water main.

Kinder Morgan Oil Pipeline: Existing 20" Kinder Morgan Oil pipeline is located 65 ft south of the train tracks. This pipeline runs along the train tracks within the project area limits. The Consultant shall coordinate with Kinder Morgan on the relocation plans to accommodate the new railroad bridge abutments.

Pothole Data Sheet(s): The potholes shall be identified on the plans. A pothole log shall be provided depicting station/offset, coordinates of pothole, utility information such as size, material, and depth, and elevations of existing ground and top of utility.

Assumptions:

- Existing utilities will be protected when possible.
- Sewer, oil and water proposed relocations will be done in-kind for pipe size and materials.

Deliverables:

- 35%, 65%, 95% and 100% Plans

Consultant will develop a concept that relocates the sewer, water, and gas conflicting utilities along a new utility route. This concept will route the sewer lines along Livingston Street across the tracks to Florida Street and run east along John Street to tie back in at Hargrave Street. Water and other dry utilities will be relocated deeper within Hargrave during the excavation of the road. Data tables for each utility identifying size, material, class, bearings, lengths will be included on each plan sheet. Demolition or abandonment limits of existing utilities will be identified.

Landscaping & Irrigation Plans

Landscape and Irrigation plans shall be prepared in conformance with City's Specific Plan, City's Water Conservation Ordinance and Caltrans standards and requirements.

Landscaping Plans shall indicate plant species, sizes, quantities and locations with notes, legends, detailed reference callouts and planting details.

Irrigation Plans shall indicate all components and facilities for a permanent automatic irrigation system to support the improvements. Irrigation systems include, but is not limited to, sprinkler head layout, piping, valves, water supply Point-of-Connection(s), irrigation controllers with notes and callouts. Irrigation system design shall incorporate current industry technology and installation methods to produce an efficient system operating within a public environment. Also included shall be the equipment and material legends, and installation details for proposed irrigation facilities.

Assumptions:

- Off-site landscaping is limited to restoring existing landscaping within the areas of disturbance for the proposed improvements.
- Reclaimed Water lines do not currently exist within the project limits.

Deliverables:

- 35%, 65%, 95% and 100% Plans

- Prepare landscape irrigation plans, details, notes and calculations portraying irrigation connection, backflow, controller, mainlines, sleeves, lateral lines, head layout and emitters for 100% coverage. The irrigation design will meet the specifications set forth in the State's Water Efficiency Ordinance. Irrigation system design shall incorporate current industry technology. Plans will provide notes for restoring existing landscape at the edges of the limits of work where there is disturbance due to the new irrigation design. It is understood that reclaimed water lines do not exist within the project limits.
- Prepare landscape plans, schedule and details illustrating areas of planting, limits of planting, plant species, quantities, size, on-center spacing, water classification, details and notes. All proposed plantings will comply with the State's Water Efficiency Ordinance.
- We do not anticipate any irrigation systems within UPRR or Caltrans right-of-way.
- Deliverables:
  - Irrigation Plans
  - Irrigation Details
  - Irrigation Schedule and Notes
  - Planting Plans
  - Planting Details
  - Planting Schedule and Notes

Drainage Plans

Plans shall be provided for any proposed storm drain facilities, including Post Construction Structural BMPs. Plan and profile sheets shall be provided for all mainline storm drains. Plans shall include connector pipe profile sheets and miscellaneous construction detail sheets, as required, for detailing connections to existing facilities, and other miscellaneous details.

The primary conveyance system within the project area is surface flow that is collected in a ditch that runs along John Street, Banning Airport and eventually to the east into Smith Creek Channel. There is also an RCP that ranges in size from 30-inch to 54-inch owned by RCFC & WCD that collects stormwater along Hargrave Street and adjacent properties south of the train tracks all the way to Smith Creek Channel.

Deliverables:

- 35%, 65%, 95% and 100% Plans

Drainage plans will depict the proposed system connecting to the existing system that exists as part of the City Master Plan at the intersection of Lincoln and Hargrave Street. We anticipate designing a new

storm drain from the sump that extends to the south parallel to the existing storm drain due to grade differential. This will join the existing City maintained portion of the system at Barbour Street.

Bridge Plans

Layout sheets, elevations and details shall be provided for the structure selected in the Structure Type Selection Report.

The 35% plans shall consist of the General Plan and Foundation Plan.

Caltrans Standard Plans and City/County Standards may be referenced, where applicable.

Deliverables:

- 35%, 65%, 95% and 100% Plans

Prepare a UPRR format bridge plan for the Hargrave Street Underpass railroad structure selected in the Structure Type Selection Report.

Retaining Wall Plans

Layout sheets, elevations and details shall be provided for the necessary retaining walls on the project. The analysis, design, and layout of retaining wall types are included in this scope. The Consultant shall coordinate with Caltrans on the type of retaining walls needed for this project.

Caltrans Standard Plans and City/County Standards may be referenced, where applicable.

35% plans shall show preliminary layouts but retaining wall details will not be included at that submittal milestone.

Deliverables:

- 35%, 65%, 95% and 100% Plans

We anticipate the following:

- Two ground anchor walls under I-10
- Two Caltrans Standard Modified Type 1 walls along the south side of the westbound ramp intersection
- Two Caltrans Modified Type 1 walls along the north side of the eastbound ramp intersection
- Two cantilevered concrete retaining walls on the north side of the railroad bridge
- Two secant pile walls south of the UPRR bridge in the higher retained areas between Lincoln Street and the UPRR right-of-way
- Two Caltrans Standard Modified Type 1 walls near Lincoln Street in the shorter retained areas where these are more cost-effective.

The additional walls located outside of Caltrans and UPRR right of way, that are located south of the proposed UPRR underpass have been scoped to be modified Caltrans Standard Plan walls, with the exception of the wall that will be required to support the Banning Industrial Park. A total of 10 sheets have been assumed for these walls.

Log of Test Borings

Log of Test Borings sheets will be included as part of the structure plans. The consultant shall prepare the Log of Test Borings sheets in accordance with Caltrans Standard Procedures.

Deliverables:

- 35%, 65%, 95% and 100% Plans

6.4 SPECIFICATIONS

The Consultant shall prepare and furnish Special Provisions for items of work included in the plans which are not covered in the Standard Specifications, Caltrans-approved standard special provisions, and City approved standard special provisions.

Technical Specifications and Special Provisions shall conform to the Greenbook and the City of Banning Department of Public Works latest and Caltrans Standard Specifications and standards for the bridge and retaining wall portions of the design.

Assumptions:

- Technical Specifications and Special Provisions shall be prepared in Microsoft Word format.
- General Conditions (boilerplate) shall be provided by the City and shall be updated by the Consultant.

Deliverables:

- 35%, 65%, 95% and 100% Plans

The Kimley-Horn team will prepare technical specifications based upon the boiler plate supplied by the City. Bid items will be described as reasonably required in the General Provisions and will be incorporated in the Contractor's bid list. References for the technical provisions to the City Standards and Standard Specifications for Public Works Construction (Greenbook), Caltrans, or other appropriate specifications will be shown. 35% specifications will take the City boiler plate and provide a draft version that identifies the technical sections needed for the project.

6.5 COST ESTIMATES

Throughout the development of the PS&E, the Consultant shall update the preliminary cost estimate. For construction costs, Consultant shall provide detailed project quantity estimates and cost estimates at the 65%, 95%, 100%. Bid Schedules shall also be provided with each line item referenced to a payment item in the Specifications. The 35% Cost Estimate shall be detailed but will not include cross-references with the Specifications and the Bid Schedule.

In addition to construction cost, overall capital costs (including right-of-way and soft costs) shall also be provided at each milestone. Costs other than construction costs will require input and direction from the City.

Assumptions:

- Cost Estimates shall be prepared in MS Excel format.

Deliverables:

- 35%, 65%, 95% and 100% Plans

The Kimley-Horn team will prepare an Opinion of Probable Construction Costs (OPCC) based on anticipated construction items and quantities for comparison to project budget and assistance during the Contractor's bidding process. Unit prices will be derived from readily available current bid information based on similar projects within the area. Backup will be generated for lump sum items. Contingencies will be shown, as agreed upon with City staff.

6.6 CONSTRUCTION SCHEDULE

The Consultant shall prepare a minimally detailed construction Critical Path Method (CPM) schedule to support the calculation of the number of Working Days for the Project construction. The CPM schedule shall be provided at the 35%, 65%, 95%, and 100% milestones.

Deliverables:

- 35%, 65%, 95% and 100% Plans

6.7 Value Analysis

The Consultant will provide a Value Analysis (VA) in accordance with Caltrans PDPM Chapter 19. This entails the following:

- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a VA study in accordance with Caltrans value methodology.
- Provide VA study documentation in accordance with City of Banning guidance.
- Ensure that applicable data and correspondence and any other relevant information necessary for the VA study is collected, developed, and distributed.
- Facilitate VA Team Meetings.
- Develop the Draft VA Study Charter (Attachments A, B, and C per the Caltrans Team Guide).
- Leading VA study. Participants will include the City of Banning, project development team staff, and key outside project stakeholders (local transportation agencies, local government, and permitting agencies). It is assumed that the City will provide any independent VA team members.
- Complete the Preliminary VA Study Report with input/review of VA Team and technical reviewers in accordance with the VA Report Guide – Third Edition and with the following items:
  - A distribution list for the VA reports must be developed with the City.
  - Submit Preliminary VA Study Report as an electronic copy; no more than 2 weeks following Initial VA Presentation, as specified in the report distribution list.
- Coordinate with the City on the project stakeholders' responses to the Preliminary VA Study Report and prepare for an implementation meeting to resolve the disposition of the VA alternatives and finalize the VA study reportables (costs, performance, and value indices).
- Submit Final VA Study Report as specified in Caltrans VA Report Guide – Third Edition. Report should be submitted no more than 3 weeks following VA Final Presentation. Final VA Study Report will be an electronic copy in PDF format.
- Provide Caltrans HQ VA Program Manager electronic copies of the Preliminary and Final VA Study Reports so they can be included in their annual reports to FHWA.

Deliverables

- Preliminary and Final VA Study Report

Task 7 - Right-of-Way

Licensed land surveyors will perform right-of-way engineering, mapping, and field surveys required for this task. This Project will require the acquisition of additional right-of-way. The acquisition process shall be conducted in accordance with the California Government Code, Code of Civil Procedure, and corresponding Regulations. City will review and approve all right- of- way-related work and deliverables.

7.1 RIGHT-OF-WAY REQUIREMENTS

The Consultant shall determine right-of-way needs and prepare exhibit strip plot map for submittal to Caltrans Right-of-Way. The Consultant shall identify the need for new right-of-way, new access control, permanent easements, and temporary construction easements. The Consultant shall coordinate with affected agencies to determine right-of-way impacts (including utility right-of-way needs). Caltrans will approve right-of-way requirements prior to initiating preparation of right-of-way maps.

Deliverables:

- Right-of-Way Requirements Map

The Kimley-Horn team will prepare Parcel Impact Memorandums for up to four (4) commercial businesses. The memorandums will summarize temporary and permanent impacts to these businesses to assist in negotiations, agency approvals, and documentation of right-of-way requirements.

7.2 RIGHT-OF-WAY MAPS

The Right-of-Way Base Map prepared during the data collection phase shall serve as the base map indicating existing features. Right-of-Way Maps shall include the following:

- Consultant shall identify improvements including monument business signs etc. that will be removed and or relocated as a part of the Project.
- Consultant shall prepare right-of-way maps at a scale approved by Caltrans reflecting right-of-way for the Project, including acquisitions and easements required for maintenance access, drainage, material sites, utilities, and construction work areas, as necessary. The Consultant shall also show access control.
- Consultant shall perform the Pre-Construction Record of Survey.

Deliverables:

- Right-of-Way Map

We anticipate providing right-of-way requirement mapping in our plan set and updating at each identified submittal.

7.3 APPRAISAL MAPS, PLATS, AND DESCRIPTIONS

- The Consultant shall hire a Right-of-Way Acquisition Consultant to prepare legal descriptions, plats, deeds, and maps for each parcel acceptable to Caltrans and the City for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction of the Project.
- The Consultant shall prepare legal descriptions, plats, and maps acceptable to utility

companies (as required) and the City for conveyance of marketable title interests and accurate representation of easements necessary for construction of the Project.

- The Consultant shall prepare right-of-way maps acceptable to Caltrans.
- A licensed Appraiser hired by the Consultant will be responsible for the preparation of appraisals as required by Caltrans. The appropriately licensed appraiser shall be used for commercial/industrial buildings, private homes etc. Consultant shall provide the required documentation to the Right-of-Way Acquisition Consultant to allow them to prepare the necessary appraisals for any property required for the Project.
- An experienced Right-of-Way Acquisition Consultant shall be responsible for right-of- way negotiations and coordination with City representatives.
- The Consultant shall prepare the necessary Caltrans Local Assistance Paperwork associated with utility relocations.

Consultant shall prepare exhibits and descriptions for Temporary Construction Easements (TCE) to assist the City's Right-of-Way Consultant in performing appraisals and acquisitions.

Deliverables:

- Plats and Legal Descriptions
- TCE Descriptions & Exhibits

We anticipate up to 20 plats and legal descriptions.

We assume no right-of-way transactions with Caltrans.

Land Title Services

- The Kimley-Horn team has an acute understanding of the history of government patents and the determination of land grant ownership priority rights. We will secure Preliminary Title Reports and Litigation Guarantees early in the acquisition process. When reports are delivered, our team will review and create Exception Reports, noting any exceptions that need to be cleared during the acquisition process. Our title team reviews all California Code of Regulations (CC&R's) to ascertain any issues that need to be addressed during the acquisition process

Real Estate Appraisal Services/Appraisal Reports

- The Kimley-Horn team will coordinate the preparation of appraisal reports that will be used for the proposed acquisition of the property rights required. Our team of appraisers will appraise the necessary permanent and temporary property rights required for project. Valuations will include a determination of the Highest and Best Use of Properties, an analysis and determination of the "larger parcel" (as defined by: Use, Contiguity, Common Ownership) as well as severance damages, if applicable to partial acquisitions. Appraisal reports will be used to establish the fair market value and become the basis for the determination of Just Compensation set by the County. All appraisals will be in compliance with Caltrans requirements and USPAP (Uniform Standards of Professional Appraisal Practice). For non-complex acquisitions with valuations less than $15,000, Paragon will provide Broker Opinions of Value/Waiver Valuations in lieu of appraisal reports.

Acquisition Services

- The Kimley-Horn team will perform the required acquisition services in accordance with the Caltrans Right of Way Manual; the Uniform Relocation and Real Property Acquisition Policies Act (49 CFR Part 24), as amended; Title 25 California Code of Regulations; California Code of Civil Procedures and the County own policies and procedures. The Kimley-Horn team will prepare Receipt of Offer packages which list in detail all components of the offer delivered to the Owner. A thorough Quality Assurance /Quality Control (QA/QC) will be performed by the Project Manager.
- The Kimley-Horn team will meet with Owners or their representative, (typically 3 contacts or more) from the date the offer is tendered until the signing of a purchase and sale agreement. The Kimley-Horn team will contact and negotiate in good faith with the property owner, owner's agent, tenants and/or lessees (as required and appropriate) at appointed times convenient for them to present the formal written offer. The offer will be delivered in person and the agent shall explain the relevant details of the acquisition. Paragon takes pride in its ability to successfully negotiate property and property rights agreements and settlements using good interpersonal skills, a sound understanding of the facts and issues, and solid technical prowess.
- The Kimley-Horn team will maintain a parcel diary of all pertinent information and contacts made with respect to the acquisition negotiations. The diary will be updated documenting every contact with each property owner, including a summary of the status of negotiations indicating the concerns of the owner and all relevant information about the status of negotiations. We will coordinate the acquisition process with the County, legal counsel and property owners. The executed documents (acquisition agreements and executed deeds, etc.) will be promptly transmitted to your team for acceptance and processing.

Relocation Assistance Services

- The Kimley-Horn team will prepare and present the General Information Notice, Relocation Brochure, Notice of Eligibility and conduct interviews with the tenants immediately after the offer is presented.
- For the relocations required, we will contact and interview site occupants to discuss the project and their relocation needs and preferences. This is when the agent needs to receive information from the displace in order to ascertain their needs and desires for a replacement site.
- The Kimley-Horn team will keep detailed, up to date and concise files for each displaced business, person or household and will personally inspect all referral and replacement properties to confirm they are decent, safe and sanitary (DS&S) and meet the needs of the displaced person(s). We will verify that move bid specifications are obtained for each commercial displace. A determination of furniture, fixture and equipment (FF&E) ultimate disposition will take place early. We will prepare and negotiate FF&E offers.

We assume that coordination and managing the disposition of Surplus Properties is excluded.

Task 8 - Coordination, Agreements & Permits

This task encompasses coordination with the City and its various departments (such as Public Works, Community Development, Banning Electric Utility, Water and Wastewater, Transit, Police etc.), other involved agencies, private property owners and business owners for compatible design and phasing of construction with existing and proposed conditions. This task also encompasses the agreements and permits necessary to design and construct the Project.

Coordination may include:

A. Union Pacific Railroad (UPRR), Amtrak Sunset Limited, and the California Public Utilities Commission (CPUC)

B. Caltrans District 8 (Caltrans)

C. Riverside County Flood Control and Water Conservation District (RCFC&WCD)

D. United States Army Corps of Engineers (~~USAGE~~USACE)

E. Regional Water Quality Control Board (RWQCB)

F. California Department of Fish and Game

G. Non-City Affiliated Utility Companies (Gas, Frontier, Edison etc.)

H. Property and business owners, and residents

The Consultant shall provide technical support and prepare documents necessary for executing agreements and obtaining permits needed for the construction of the Project. Permits anticipated for the construction of the Project include:

A. UPRR Construction & Maintenance Agreement

B. CPUC General Order 88-B Application

C. Caltrans Encroachment Permit

D. RCFC&WCD Encroachment Permit

Permits necessary for the design of the project shall be obtained by the Consultant (with City assistance, as necessary). Permits anticipated for the design of the Project include:

A. UPRR Right-of-Entry Permit

B. RCFC&WCD No-Fee Access Permit

C. Caltrans Encroachment Permit (for surveying, potholing, etc.)

The Consultant shall provide technical support and required documentation to the Right-of-Way Acquisition Consultant for escrow agreements, temporary and permanent easements, County recordation, all required notices associated with the acquisitions and permits.

City shall pay for (or reimburse) any permit fees required for design and construction.

City shall waive (or pay other departments for) any permit fees related to survey, potholing, geotechnical investigation, etc. within City right-of-way.

Deliverables:

- Permits, as required for design and construction.

We have assumed an allowance of $15,000 for permit fees.

8.1 UNION PACIFIC RAILROAD (UPRR)

Coordination with UPRR Railroad will include a Right-of-Entry Agreement, the preparation and execution of a Construction & Maintenance Agreement, and plan submittals and review.

The Right-of-Entry Agreement will be executed between UPRR and the Consultant, permitting access

for data collection (e.g. survey). All personnel entering UPRR's right-of-way shall complete Union Pacific Property Access Training (UP-PAT).

Assumptions:

- The Consultant shall pay the License Fee and shall be reimbursed by the City.
- Use of the UPRR right-of-way during design shall be limited to survey. and field inspection. Geotechnical investigations and potholing shall be performed outside of the UPRR right-of-way.

Deliverables:

- UPRR Right-of-Entry Agreement

We have assumed an allowance of up to $15,000 for the UPRR License Fee, which will be determined by UPRR.

Construction & Maintenance Agreement
Review and approval of the design by UPRR will be required. Formal approval is expected to be provided through execution of a Construction and Maintenance Agreement. The Consultant shall prepare the text and associated exhibits.

Deliverables:

- UPRR Construction & Maintenance Agreement

Submittals
The Consultant shall submit plans to UPRR via the City for review and approval. The requirements of the UPRR/BNSF Guidelines for Railroad Grade Separation Projects shall be followed, which includes the following submittals for Overpass structures:

- Concept Submittal
- 30% Submittal
- Final Plans Submittal

The Concept submittal shall include the following:

- Plan, Elevation, and Typical Section of proposed grade separation.
- Photo log with pictures of the proposed project location. Site pictures shall be in all controlling directions including North, East, South, and West. The plan view should show a reference location and direction for each picture.

The 30% submittal shall include the following:

- Applicant response to Railroad review comments on the concept submittal. The 30% submittal shall reflect concept review comments.
- Design Plans showing a Plan View, Elevation View, Typical Section, Construction Notes and Railroad Profile Grade Diagram.
- Project Specifications and/or Special Provisions, including Railroad coordination requirements.
- Shoofly Design Plans

- Drainage Report (as required).
- Construction Phasing Plans must show all required phasing, construction procedures, temporary shoring layout, controlling dimensions and elevations.

The Final Plans submittal shall include the following:

- Applicant response to Railroad review comments on the 30% submittal. The Final Plans submittal shall reflect all previous review comments.
- Design Plans showing a Plan View, Elevation View, Typical Section, Construction Notes and Railroad Profile Grade Diagram.
- Project Specifications and/or Special Provisions, including Railroad coordination requirements.
- Drainage Report (as required).
- Construction phasing plans must show all required phasing, construction procedures, temporary shoring layout, controlling dimensions and elevations.

At the conclusion of plan review and comment resolution, it is expected that UPRR will issue a letter of project acceptance.

Deliverables:

- UPRR Concept Submittal
- UPRR 30% Submittal
- UPRR Final Plans Submittal

- Assumes UPRR will provide the initial construction and maintenance agreement and our team will provide input. The City will provide necessary information not readily available to the Kimley-Horn team. The City will take the lead in negotiating the agreement with UPRR.

8.2 CALIFORNIA PUBLIC UTILITIES COMMISSION (CUPC)

The Consultant shall provide the City will the necessary support, applications, drawings, exhibits, meetings, and other material required to obtain CPUC approval. For a General Order 88-B, the application package may include:

- Request to CPUC Staff for Authorization to Alter Highway-Rail Crossing Pursuant to General Order 88-B (Application Form)
- Vicinity Map
- General Plan & Profiles
- CEQA Notice of Exemption
- Traffic Handling Plans
- Interim Conditions

Deliverables:

- CPUC Field Diagnostic Meeting
- CPUC General Order 88- B Application

- The Kimley-Horn team will provide the City with the necessary support, applications, drawings, exhibits, meetings, and other material required to obtain CPUC approval of the proposed grade separation of the Hargrave Street At-Grade Crossing (DOT#760695J, CPUC#001B-568.80). This scope assumes CPUC approval will be obtained through the General Order 88-B process, and that the existing grade crossing will be removed and there will not be a temporary grade crossing with the shoofly tracks. Crossing warning device relocations and pre-emption calculations are excluded from this scope. The Kimley-Horn team will organize and facilitate one virtual diagnostic meeting, one field diagnostic meeting, and one review/coordination meeting during the application process. For a General Order 88-B, the application package encompasses:
  - Request to CPUC Staff for Authorization to Alter Highway-Rail Crossing Pursuant to General Order 88-B (Application Form)
  - Vicinity Map
  - General Plan and Profiles
  - Traffic Control Plans
  - Construction Staging Plans
  - CEQA Notice of Exemption

8.3 CALTRANS DISTRICT 8

Caltrans may exercise review and approval function through the City Project Manager at key points in the development process. All contacts with Caltrans will be directed through the City Project Manager.

The Consultant shall complete a Design Information Bulletin (DIB) 78-04 checklist for the geometric design. Once the DIB 78 is reviewed by Caltrans, a ~~fact sheet~~Design Standard Decision Document (DSDD) for ~~mandatory~~ bold design exceptions and for ~~advisory~~ underlined design exceptions will be prepared for Caltrans approval.

The Consultant shall complete the ~~Permit~~ Design Engineering Evaluation Report (D~~P~~EER) and shall support the City in obtaining an Encroachment Permit.

Deliverables:

- Caltrans ~~Permit~~ Design Engineering Evaluation Report
- Caltrans Encroachment Permit

- The Kimley-Horn team will obtain encroachment permits for geotechnical work, hazardous materials testing, and survey within Caltrans right-of-way.
- It is assumed that Caltrans approvals will be processed through the Design Engineering Evaluation Report (DEER)/Short Form Quality Management Assessment Process (QMAP). This encompasses preparing a DEER report per the Caltrans standard template which will summarize the project. The DEER report will be prepared in parallel with design development and while an

encroachment permit is issued. We assume a dual permit is needed; one for applicable items in the design phase and another that the contractor will submit along with items that are required from them (i.e. SWPPP, insurance, etc.).

- If non-standard features are determined during design within Caltrans right-of-way, the Kimley-Horn team will prepare a Caltrans Design Standard Decision Document (DSDD) to document and obtain approvals of non-standard features. For budgetary purposes, we have assumed up to ten nonstandard features will be documented.

8.4 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

The Consultant shall coordinate with RCFC&WCD for access to their right-of-way during the design phase via an Access Permit. A No Fee Access Permit typically covers:

- Environmental or Engineer surveys
- Site reconnaissance
- Water sampling
- Temporary access for staging work

The Consultant shall assist the City in obtaining an Encroachment Permit (if required) for construction. An Encroachment Permit typically covers:

- Trenching for installation of water, sewer, storm drain, cable, and other utilities
- Aerial utility crossings
- Water monitoring and extraction wells, soil sample borings, and potholes
- Construction of trails, bridges, and other recreation/transportation features
- Installation of landscape/hard scape, curbs, driveways, sidewalk, pavements and fences or walls.

  Deliverables:
  - RCFC&WCD No Fee Access Permit
  - RCFC&WCD Encroachment Permit (if required)

- A permit may not be issued since the impacted portion of the storm drain is maintained by the City; however, we assume that RCFC&WCD may want to review the Drainage Study to confirm there are no impacts to their portion downstream.

8.5 UTILITY COORDINATION

The Consultant shall provide utility coordination that entails coordinating the protection and relocation of existing facilities as described herein except for those procedures that must be performed by the City.

The Consultant shall coordinate with utility owners and the City with respect to utility related matters. Consultant shall provide copies of all correspondence with utility companies and other utility related information to the City. Correspondence, as described herein, shall be prepared by the Consultant for

either Consultant or City signature, as appropriate, as directed by the City's Project Manager.

Consultant shall monitor responses of utility notices received and make recommendations for mitigating conflicts. Consultant shall provide written responses to utility companies regarding stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be brought to the attention of the City's Project Manager as early as practical. Utility conflict issues shall be resolved prior to the completion of the final design plans as follows:

- Consultant, through City staff, shall request and obtain a written acknowledgement of any conflicts from the respective utility owners.
- Reasonable efforts shall be made to accommodate utility company requests for minor design changes to accommodate their facilities. Consultant understands that the utility companies are generally operating within the City right-of-way but may have prior rights to that of the City in some cases.
- Consultant shall monitor each utility owner that has conflicting facilities and shall obtain relocation plans and other relevant information from utility owner. Consultant shall review relocation plans for conformance with the requirements of the project.
- Consultant will provide support to review and comment on third-party utility design plans provided by the utility companies (Kinder Morgan, SCE, SoCal Gas, Frontier, AT&T etc). Plan review will consider routes; conflicts with other utilities; impacts to existing and proposed improvements; and potential easements.
- Consultant shall coordinate inclusion of special provisions in City's RFP documents for adjustments and relocations of utility facilities as alternate proposal items, if requested by the owning utility. Said work may require that cooperative agreements be prepared by City between the City and the owning utility companies. Engineer shall provide information and exhibits as required to support the preparation of cooperative agreements, if needed.
- For utility conflicts that require relocating, City staff will submit the official notice to the utility companies to relocate conflicting facilities.
- Consultant shall make recommendations for special provision language regarding utility issues, recommendations for construction windows of time for utility relocation activities, recommendations for inclusion of utility bid items, etc.
- For utility conflicts with City owned water, sewer, or electricity that require relocating, Consultant shall prepare the required relocation plans or new installation plans as necessary to provide biddable Plans and Specifications. City staff will submit the official notice to the utility companies to relocate conflicting facilities.
- For utility conflicts or improvements within properties that will be affected by the Project, the Consultant is responsible for preparing the needed plans for relocation or demolitions and reestablishment (such as water, sewer, electrical services, gas services, and communication).

Consultant shall develop and maintain a master utility matrix throughout the life of the project as described in Task ~~4.4.4~~ 2.4 Utility Notification.

Assumptions:

- The City shall be responsible for any design fees assessed by third-party utility companies.

- This scope includes up to six (6) meetings with utility companies. (Virtual Teams meetings is an option, per City approval)
- For budgeting purposes, this scope anticipates three (3) review packages (plans and estimates) from each utility company (Kinder Morgan, SCE, Frontier and SoCal Gas) for a total of twelve (12) review packages.
- Utility Easement Agreements to be provided by the Utility Owner.

Deliverables:

- Utility Meeting Minutes
- Supporting documentation for cooperative agreements (as required)

8.6 COMMUNITY ENGAGEMENT

The Consultant shall coordinate and manage the community engagement component in conjunction with the City. Consultant shall prepare for, schedule, produce, and manage Community Engagement Meetings at key decision points. Renderings for public meetings showing the selected plan shall be provided. The Consultant shall host and/or participate in community meetings, one-on-one meetings with property owners and/or business owners, as well as presentations to the City's Downtown Ad Hoc Committee, Planning Commission, and City Council during various progress phases. Based on input, the Consultant will incorporate changes to the design (when possible) and present the final schematic design to the Community and City Council using colored interactive viewing/navigation of project design alternatives and phases depicting overall look and feel to aide in stakeholders' and public's understanding of the proposed improvements.

The Consultant will work with the City to develop a detailed outreach approach, which is anticipated to include:

- *Public Outreach Plan:* A detailed Public Outreach Plan will serve as the guiding blueprint and document for informing and engaging the public and project stakeholders.
- *Public Meetings:* Up to four (4) public meetings will be coordinated at strategic times during the project such as when a project milestone is reached or when significant impacts to public safety are expected.
- *Stakeholder Database:* A comprehensive stakeholder database for the project will include elected officials, city offices, businesses, schools, civic groups, residents, emergency responders, and other sensitive receptors and interested stakeholders in the project area.
- *Notification:* Consultant will produce, with the City's input, notices to send out to all stakeholders.

Assumptions:

- Renderings for public meetings shall consist of photo simulations (rendering superimposed on photograph) from ground and aerial perspectives.
- Up to four ~~three~~ (4 ~~3~~) Community Outreach Meetings are included in this scope.
- Up to two (2) one-on-one meetings with property and business owners are included in this scope.
- Up to two (2) presentations to the Planning Commission are included in this scope.
- Up to two (2) presentations to the City Council are included in this scope.

Deliverables:

- Public Outreach Plan, Stakeholder Database
- Community Outreach Meetings
- City Council, Planning Commission Presentations

- We assume up to four separate photo simulations / renderings will be provided.
- Based on the environmental assumptions, community engagement is limited to public outreach and not a formal hearing. Therefore, a court reporter and transcribing are not necessary.
- We have assumed up to 1.5 mile radius for mailing of notices for public outreach.

8.7 Resource/ Regulatory Permitting (Optional)

- Based on initial review and design clarification that includes the diversion of flows west of Hargrave Street, the following permits may be required: Section 404 Permit under the Clean Water Act as issued by the USACE, Section 401 Permit under the Clean Water Act as issued by the RWQCB, and a Streambed Alteration Agreement as issued by the CDFW under Section 1600 et seq. of the California Fish and Game Code. It is assumed that if a Section 404 Permit is required, the project will fall under a Nationwide Permit. If an Individual Permit under Section 404 is required instead, it will be prepared under a separate amendment. If a Section 404 Permit is not required due to absence of aquatic resources under the jurisdiction of the USACE, a Waste Discharge as issued by the RWQCB may still be required.
- This task does not include verification of jurisdictional resources by the USACE or RWQCB because verification is expected to occur during the preparation of the jurisdictional delineation report. CDFW does not typically verify the results of jurisdictional waters until a complete Streambed Alteration Agreement application is submitted.
- The Kimley-Horn team will prepare the applications of all three anticipated permits with support from the project design team, including determining volumes of fill and dredged materials, impact areas, methods, and the Project Description. A complete Streambed Alteration Agreement requires a certified CEQA document or categorical exemption. If the project is changed after submittal to the CDFW, then the CDFW is no longer subject to their self-mandated processing deadlines. Permit packets are expected to be complete when submitted. Preparation of an on-site mitigation plan is not included in this Scope of Work as the mitigation requirement, if any, would likely be met through participation in a mitigation bank or in-lieu fee program, if available. Preparation of detailed sand transport studies or similar reports, if required by the regulatory agencies, are not included in this Scope of Work. A pre-application meeting with the RWQCB will be required as part of the permitting application preparation process. A field meeting with the USACE or RWQCB is not anticipated as part of the permitting process. The Kimley-Horn team anticipates that additional required coordination will take place via telephone, email, and U.S. mail. The Kimley-Horn team assumes the Client will pay any and all fees associated with regulatory agency permitting.
- The Section 401 Permit will include an Alternatives Analysis consistent with the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State. The level of Alternatives Analysis for the project is anticipated to fall under the requirements of “Tier

2 Projects," which specify an analysis of on-site alternatives that would potentially reduce impacts to waters of the State. Tier 2 Projects are those that impact more than 0.1 acre to 0.2 acre or more than 100 linear feet and less than or equal to 300 linear feet of waters of the State. The specific tier will be determined once impacts are calculated.

Deliverables*:*

- 404 Nationwide Permit
- 401 Water Quality Certification
- Alternatives Analysis to support the 401
- 1602 Streambed Alteration Agreement

Task 9 - Bidding Services

9.1 RESIDENT ENGINEER (RE) PENDING FILE

The consultant shall provide the RE Pending File to the City for use by the Construction Management team during construction. It is assumed that the following will be provided:

- Permits
- Surveying Notes
- Copies of As-Built Data
- Geotechnical Report
- Drainage Report
- Relevant Correspondence and Memoranda
- Quantity Calculations
- Cross Sections
- Environmental Agreements & Reports
- Right-of-Way Agreements

Deliverables:

- Public Outreach Plan, Stakeholder Database

9.2 BIDDING PHASE SUPPORT

Consultant shall assist the City in providing clarification and prepare information to be used in addenda based on questions that may arise during the bidding process.

Consultant shall attend the pre-bid meeting and assist the City with bid evaluations and recommendation of bid award.

Assumptions:

- This scope includes two (2) addenda and one (1) pre-bid meeting.
- Clarification and addenda for up to fifteen (15) questions are included in this scope.

- The city shall prepare, and make available to plan holders, any required addenda.

9.3 CONFORMED PLANS AND SPECIFICATIONS

Consultant shall prepare conformed plans and specifications for use in constructing the project. The Issued for Construction (IFC) conformed plans and specifications shall reflect changes made during bidding and will be noted as a revision to the final design plans.

Assumptions:

- IFC Plans and specifications shall be provided in .pdf format.

Deliverables:

- IFC Plans
- IFC Specifications

Task 10 - Construction Phase Funding

The consultant shall develop a funding strategy for construction phase. The consultant shall identify all the potential funding sources and associated requirements including deadlines and funding options to secure construction funding on behalf of the City.

Deliverables: Construction Funding Source Strategy Memo

- Grant Funding Support (Optional)
  - As directed and approved by the City, we have allocated up to $100,000 to assist the City with Construction Phase Funding grant applications such as the Local and Regional Project Assistance Program (RAISE) Grant or the Reconnecting Communities Pilot (RCP) Discretionary Grant Program.

Hargrave Grade Separation Sheet Count Table

Sheet Title	Scale	Sheet Count
Basic Roadway Plans		**80**
General Plans		**8**
Title Sheet and Location Map	*NTS*	*1*
Drawing Index, General Notes, Abbreviations	*NTS*	*1*
Key Map and Line Index	*NTS*	*1*
Survey Control	*NTS*	*1*
Right-of-Way Plans	*NTS*	*4*
Civil Sheets		**72**
Typical Sections	*NTS*	*5*
Layouts	*1" = 50'*	*5*
Profiles and Superelevation Diagrams	*H: 1" = 50'* *V: 1" = 10'*	*5*
Construction Details	*1" = 10'*	*20*
Offsite Improvements	*1" = 20'*	*6*
Intersection Details	*1" = 20'*	*4*
Contour Grading	*1" = 50'*	*5*
Cross Sections	*1" = 10'*	*10*
Temp Water Pollution Control	*1" = 50'*	*6*
Erosion Control	*1" = 50'*	*6*
Rail Plans		**62**
Rail Road General Notes	*NTS*	*1*
Rail Road Details	*NTS*	*2*
Rail Road Construction Phasing	*NTS*	*2*
Shoofly Typical Sections	*NTS*	*2*
Shoofly Plan and Profile	*1" = 50'*	*5*
Shoofly Grading Plans	*1" = 50'*	*5*
Shoofly Geom Table	*NTS*	*1*
Shoofly Cross Sections	*NTS*	*15*
Railroad Mainline Track Typical Sections	*NTS*	*2*
Railroad Mainline Track Plan and Profile	*1" = 50'*	*5*
Railroad Mainline Grading Plans	*1" = 50'*	*5*
Railroad Mainline Track Geom Table	*NTS*	*1*
Railroad Mainline Track Cross Sections	*NTS*	*15*
Spur Track Detail Sheet	*1" = 50'*	*1*
Traffic Plans		**45**
Stage Construction and Traffic Handling		***28***
Stage Construction Plans and Quantities	*NTS*	*4*
Traffic Handling and Quantities	*1" = 50'*	*20*
Detour Plans	*NTS*	*4*
Pavement Delineation and Sign Plan		**8**
Signing and Striping Plans	*1" = 50'*	*5*
Signing and Striping Details	*NTS*	*3*
Street Lighting Plans		***7***
Street Lighting Plans	*1" = 50'*	*5*
Street Lighting Details	*NTS*	*2*
Traffic Signal Plans		***2***
Traffic Signal	*1"=20'*	*2*

Hargrave Grade Separation Sheet Count Table

Utility Plans	**1" = 20'**	**29**
Sewer	*1" = 20'*	*9*
Water	*1" = 20'*	*6*
Composite Existing	*1" = 50'*	*4*
Composite Proposed	*1" = 50'*	*4*
Utility Details	*NTS*	*2*
Pothole Plans	*1" = 50'*	*4*
Landscape and Irrigation Plans		**18**
Landscape Plans and Details (City Limits)		***9***
Landscape Cover Sheet	*NTS*	*1*
Landscape Plans	*1" = 50'*	*5*
Landscape Schedule and Details	*NTS*	*3*
Irrigation Plans and Details (City Limits)		***9***
Irrigation Cover Sheet	*NTS*	*1*
Irrigation Plans	*1" = 50'*	*5*
Irrigation Schedule and Details	*NTS*	*3*
Drainage Plans, Profiles and Details		**20**
Drainage Layout	*1" = 50'*	*5*
Drainage Profiles	*1"=10'*	*8*
Culvert Crossing	*1" = 50'*	*2*
Drainage Details	*NTS*	*5*
Miscellaneous Plans		**54**
Underpass Bridge Plans	*1" = 20'*	*28*
Undercrossing Retaining Wall Plans	*1" = 20'*	*13*
Miscellaneous Retaining Wall Plans	*1" = 20'*	*10*
Log of Test Borings	*NTS*	*3*
	Total Sheet Count	**308**

Contact



Darren Adrian, *PE*

Darren.Adrian@kimley-horn.com
714.705.1304
3801 University Avenue, Suite 300
Riverside, CA 92501



Kimley»Horn

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CITY OF BANNING
RFP 24-085 HARGRAVE GRADE SEPARATION PROFESSIONAL DESIGN SERVICES

November 12, 2024

SUMMARY OF COSTS

Tasks		Kimley-Horn and Associates, Inc.		Avant-Garde Corporation		Cabrinha, Hearn, & Associates		Earth Mechanics, Inc.		LSA Associates, Inc.		Paragon Partners Consultants, Inc.		Saylor Consulting		Value Management Strategies, Inc.		Total Project Hours	Total Project Labor
		Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor		
Task 1	Project Administration	1,738	$ 485,411.95							149	$ 32,920.55	312	$ 39,456.36					2,199	$ 557,788.86
Task 2	Data Collection	1,112	$ 238,195.27			606	$ 96,501.03	24	$ 5,021.22	814	$ 128,980.27							2,556	$ 468,697.79
Task 3	Basis of Design Document	124	$ 28,652.68															124	$ 28,652.68
Task 4	Concept Development & Project Approval	1,543	$ 339,131.75					150	$ 28,280.11			62	$ 8,045.96	15	$ 3,376.30			1,770	$ 378,834.11
Task 5	Environmental Documentation	598	$ 136,439.12							702	$ 120,987.16	10	$ 1,295.84					1,310	$ 258,722.11
Task 6	Plans, Specifications & Estimates (PS&E)	15,412	$ 3,333,450.05					1,100	$ 197,686.81					220	$ 52,935.88	248	$ 74,651.80	16,980	$ 3,658,724.53
Task 7	Right-of-Way	450	$ 117,858.30			230	$ 39,627.06					739	$ 80,194.47					1,419	$ 237,679.83
Task 8	Coordination, Agreements & Permits	2,101	$ 534,363.38	182	$ 24,670.97													2,283	$ 559,034.35
Task 9	Bidding Services	445	$ 102,461.63															445	$ 102,461.63
Task 10	Construction Phase Funding	60	$ 15,544.39	140	$ 23,445.46													200	$ 38,989.85
	TOTAL HOURS	23,583		322		836		1,274		1,665		1,123		235		248		29,286	
	Subtotal Labor:		$ 5,331,508.52		$ 48,116.43		$ 136,128.09		$ 230,988.13		$ 282,887.99		$ 128,992.63		$ 56,312.18		$ 74,651.80		$ 6,289,585.77
	Other Direct Costs																		$ 1,039,648.62
	Labor Escalation		$ 568,649.04		$ 2,042.27		$ 1,361.28		$ 21,311.54		$ 25,394.50						$ 3,732.59		$ 622,491.22
	Expenses		$ 179,158.00		$ 12,800.00		$ 12,642.00		$ 84,595.00		$ 8,482.40		$ 119,480.00						$ 417,157.40
	TOTAL COST:		$ 6,079,315.56		$ 62,958.70		$ 150,131.37		$ 336,894.68		$ 316,764.89		$ 248,472.63		$ 56,312.18		$ 78,384.39		$ 7,329,234.39
Optional Tasks																			
All Tasks	Optional Tasks	1187	$ 272,404.18	275	$ 38,854.93	48	$ 8,149.16		$ 23,796.02	977	$ 163,627.49							2,212	$ 506,831.78
	Other Direct Costs		$ 29,054.14		$ 1,892.15		$ 10,316.49		$ 8,362.98		$ 44,083.14								$ 93,708.89
	Labor Escalation		$ 29,054.14		$ 1,892.15		$ 81.49		$ 2,195.48		$ 40,083.14								$ 73,306.39
	Expenses		$ -				$ 10,235.00		$ 6,167.50		$ 4,000.00								$ 20,402.50
	TOTAL COST for OPTIONAL TASKS		$ 301,458.32		$ 40,747.08		$ 18,465.65		$ 32,159.00		$ 207,710.62								$ 600,540.67
	TOTAL COST with Optional Tasks included:		$ 6,380,773.88		$ 103,705.78		$ 168,597.01		$ 369,053.68		$ 524,475.51		$ 248,472.63		$ 56,312.18		$ 78,384.39		$ 7,929,775.06

All travel costs charged to the City by Kimley-Horn or its Subconsultants, including, but not limited to, travel, lodging and subsistence, shall not exceed the current IRS rates.

CITY OF BANNING
RFP 24-085 HARGRAVE GRADE SEPARATION PROFESSIONAL DESIGN SERVICES

196.54% Overhead%
195.57% Overhead% w/o FCCM
10% Fee%

		Kimley-Horn and Associates, Inc.												Subconsultants							
	Name	Darren Adrian	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional III	Professional II	Professional I	Analyst II	Analyst I	Project Support	Kimley Horn Total Hours	Kimley-Horn Total Cost	Avant-Garde Total Cost	Cabrinha, Hearn, & Associates Total Cost	Earth Mechanics, Inc. Total Cost	LSA Total Cost	Paragon Total Cost	Saylor Total Cost	VMS Total Cost	TOTAL PROJECT COSTS
	Category/Title	Project Manager																			
	Direct Rate	$123.42	$115.67	$102.44	$92.21	$78.83	$69.16	$62.17	$55.73	$49.84	$38.71										
	Billing Rate	$402.47	$377.20	$334.05	$300.69	$257.06	$225.53	$202.73	$181.73	$162.53	$126.23										
Task 1	**PROJECT ADMINISTRATION**	**446**	**20**	**142**	**120**	**320**	**328**	**64**	**104**	**62**	**132**	**1,738**	**$ 485,411.95**				**$ 32,920.55**	**$ 39,456.36**			**$ 557,788.86**
1.1	General Meetings and Coordination	200	10	70	40	100	100	50	40	40	20	670	$ 194,368.16					$ 39,456.36			$ 233,824.52
1.2	Project Management Plan	20			40			10			10	80	$ 23,366.81								$ 23,366.81
1.3	Quality Control Plan	10	4	16	4	4	48	4	28	4	12	134	$ 31,999.12								$ 31,999.12
1.4	Project Controls (Budgeting, Cost Accounting and Progress Reporting)	72					144				72	288	$ 70,542.61				$ 17,680.51				$ 88,223.12
1.5	Project Development Team Meetings (36)	144	6	56	36	216	36		36	18	18	566	$ 165,135.26				$ 15,240.04				$ 180,375.30
Task 2	**DATA COLLECTION**	**46**		**104**		**214**	**60**	**40**	**200**	**424**	**24**	**1,112**	**$ 238,195.27**		**$ 96,501.03**	**$ 5,021.22**	**$ 128,980.27**				**$ 468,697.79**
2.1	Aerial Mapping	6				40			40	20		106	$ 23,217.19		$ 96,501.03						$ 119,718.22
2.2	Potholing	4				40				60	8	112	$ 22,653.83								$ 22,653.83
2.3	Right-of-Way Base Mapping	8		4			20		60			92	$ 19,970.57								$ 19,970.57
2.4	Utility Notification	4					40			60	12	116	$ 21,897.41								$ 21,897.41
2.5	Utility Base Mapping	2		12		6		40		80		140	$ 27,467.48								$ 27,467.48
2.6	Geotechnical Records Research and Findings	2				10					4	16	$ 3,880.49			$ 5,021.22					$ 8,901.71
2.7	Traffic Analyses																				
	Preliminary Traffic Analysis	4		12		8						24	$ 7,675.02				$ 57,788.68				$ 65,463.69
	Update Traffic Analysis	2		8		8						18	$ 5,533.87				$ 9,494.47				$ 15,028.34
2.8	Caltrans Traffic Reports																				
	Traffic Forecasting and Operations Assessment Methodology and Assumptions Memorandum	2		8		12				24		46	$ 10,462.76								$ 10,462.76
	Traffic Forecasting Volumes Report (LSA)	4		12								16	$ 5,618.52				$ 61,697.12				$ 67,315.64
	Traffic Operations Analysis Report (TOAR)	4		26		50			60	100		240	$ 50,305.09								$ 50,305.09
	Intersection Control Evaluation / Intersection Safety and Operational Assessment Process (ISOAP)	4		22		40			40	80		186	$ 39,513.04								$ 39,513.04
Task 3	**BASIS OF DESIGN DOCUMENT**	**8**	**8**	**5**	**5**	**30**			**40**	**20**	**8**	**124**	**$ 28,652.68**								**$ 28,652.68**
3.1	BASIS OF DESIGN DOCUMENT	8	8	5	5	30			40	20	8	124	$ 28,652.68								$ 28,652.68
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**	**59**	**2**	**130**		**199**	**197**	**243**	**568**	**133**	**12**	**1,543**	**$ 339,131.75**			**$ 28,280.11**		**$ 8,045.96**	**$ 3,376.30**		**$ 378,834.11**
4.1	Geometric Concepts	8	2	18		40	20	20	80	60		248	$ 53,125.18								$ 53,125.18
4.2	Bridge and Retaining Wall Concepts																				
	Retaining Wall APS	4		24				163	122			313	$ 64,844.42								$ 64,844.42
	Bridge Underpass APS	4		29			171		154			358	$ 77,849.85								$ 77,849.85
4.3	Project Concept Report																				
	Plan and Profile Exhibits	10		9		30		20	60			129	$ 29,701.76								$ 29,701.76
	Right-of-Way Exhibits	2		2		20			6	30		60	$ 12,580.50								$ 12,580.50
	Utility Exhibits	2		20		10			40			72	$ 17,325.99								$ 17,325.99
	Structure Exhibits			8		20			40			68	$ 15,083.03								$ 15,083.03
	Preliminary Geotechnical Report	2		2		10				8		22	$ 5,343.88			$ 28,280.11					$ 33,623.99
	Preliminary Traffic Analysis Report	2		10		6			6			24	$ 6,778.25								$ 6,778.25
	Construction Cost Estimates	2		6		20	6		40	20	6	100	$ 20,580.96						$ 3,376.30		$ 23,957.26
	Right-of-Way Cost Estimates	2				8				6		16	$ 3,836.60					$ 8,045.96			$ 11,882.56
	Project Concept Report	6		2		20		40		9	6	83	$ 18,553.68								$ 18,553.68
4.4	Project Concept Approval	15				15			20			50	$ 13,527.64								$ 13,527.64
Task 5	**ENVIRONMENTAL DOCUMENTATION**	**48**		**18**	**100**	**52**	**40**	**70**	**30**	**240**		**598**	**$ 136,439.12**				**$ 120,987.16**	**$ 1,295.84**			**$ 258,722.11**
5.1	CEQA Statutory Exemption	2				6						8	$ 2,347.31				$ 13,314.22				$ 15,661.53
5.2	NEPA												$ -				$ 34,477.51				$ 34,477.51
	Traffic Study	8		12								20	$ 7,228.40								$ 7,228.40
	Cultural Resources	4				6	30	40	30			110	$ 23,479.51								$ 23,479.51
	Biological Resources	20		6		20				20		66	$ 18,445.48				$ 73,195.43				$ 91,640.91
	Air Quality	4			40	6				60		110	$ 24,931.62								$ 24,931.62
	Noise Study	8			60	8				120		196	$ 42,821.10								$ 42,821.10
	Initial Site Assessment	2				6	10	30		40		88	$ 17,185.70					$ 1,295.84			$ 18,481.54
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**	**425**	**10**	**1,160**	**525**	**1,613**	**1,914**	**2,535**	**4,210**	**2,940**	**80**	**15,412**	**$ 3,333,450.05**			**$ 197,686.81**			**$ 52,935.88**	**$ 74,651.80**	**$ 3,658,724.53**
6.1	Reports																				
	Water Quality Management Plan / Base SWPPP	8	5	30	40			40	120		10	253	$ 58,334.87								$ 58,334.87
	Hydrology & Hydraulics Reports	10	5	40	80			40	180		10	365	$ 85,412.14								$ 85,412.14
	Traffic Management Plan	10		36		70				140	10	266	$ 58,061.05								$ 58,061.05
	Geotechnical Investigations & Report	4				25				10		39	$ 9,661.70			$ 197,686.81					$ 207,348.51
	Landscape & Aesthetic Concepts	10			80		70			125	5	290	$ 64,814.22								$ 64,814.22
	Structure Type Selection Report																				$ -
	I-10 Hargrave Undercrossing Retaining Wall			40				174	165			379	$ 78,624.04								$ 78,624.04
	Hargrave Street Underpass			55			231		175			461	$ 102,273.51								$ 102,273.51

CITY OF BANNING
RFP 24-085 HARGRAVE GRADE SEPARATION PROFESSIONAL DESIGN SERVICES

196.54% Overhead%
195.57% Overhead% w/o FCCM
10% Fee%

		Kimley-Horn and Associates, Inc.												Subconsultants							
	Name	Darren Adrian																			
	Category/Title	Project Manager	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional III	Professional II	Professional I	Analyst II	Analyst I	Project Support	Kimley Horn Total Hours	Kimley-Horn Total Cost	Avant-Garde Total Cost	Cabrinha, Hearn, & Associates Total Cost	Earth Mechanics, Inc. Total Cost	LSA Total Cost	Paragon Total Cost	Saylor Total Cost	VMS Total Cost	TOTAL PROJECT COSTS
	Direct Rate	$123.42	$115.67	$102.44	$92.21	$78.83	$69.16	$62.17	$55.73	$49.84	$38.71										
	Billing Rate	$402.47	$377.20	$334.05	$300.69	$257.06	$225.53	$202.73	$181.73	$162.53	$126.23										
6.2	Calculations																				
	Civil/Survey Calculations	20		10	10	20	40		100			200	$ 46,732.63								$ 46,732.63
	Undercrossing Retaining Wall Structural Calculations	5		70				445	140			660	$ 141,055.70								$ 141,055.70
	Undercrossing Retaining Wall Independent Check	5						200				205	$ 42,559.25								$ 42,559.25
	Underpass Bridge Structural Calculations	5		80			635		100			820	$ 190,120.75								$ 190,120.75
	Underpass Bridge Wall Independent Check	5				360						365	$ 94,554.76								$ 94,554.76
	Misc. Wall Design	5		57				456	90			608	$ 129,856.39								$ 129,856.39
	Misc. Wall Independent Check	5					190					195	$ 44,862.79								$ 44,862.79
6.3	Plan Preparation																				
	General Plans			5			20			50		75	$ 14,307.18								$ 14,307.18
	Survey Control Plans			5		8				15		28	$ 6,164.67								$ 6,164.67
	Right-of-Way Plans			5		20		50				75	$ 16,948.24								$ 16,948.24
	Roadway Plans	60		100		230	230	420	420	700		2,160	$ 443,794.86								$ 443,794.86
	Working Roadway Cross Sections	2		10			8	10	10	40		80	$ 16,295.46								$ 16,295.46
	Railroad Track Plans	60		55		100	150	210	230	550		1,355	$ 275,819.36								$ 275,819.36
	Traffic Plans	38		88		180		260	270	530		1,366	$ 278,880.05								$ 278,880.05
	Utility Plans	20		60		130		130		320		660	$ 139,874.74								$ 139,874.74
	Landscaping & Irrigation Plans	20		10	65	20	80			150	5	350	$ 79,128.74								$ 79,128.74
	Drainage Plans	20		30	60		40		100	100		350	$ 79,559.84								$ 79,559.84
	Underpass Bridge Plans	5		40			90		1,065			1,200	$ 229,218.64								$ 229,218.64
	Undercrossing Retaining Wall Plans	5		15				50	525			595	$ 112,570.15								$ 112,570.15
	Misc. Retaining Wall Plans	5		15				50	420			490	$ 93,488.10								$ 93,488.10
	Log of Test Borings			10		20				40		70	$ 14,982.85								$ 14,982.85
6.4	Specifications	60		190	150	250	50				40	740	$ 213,313.74								$ 213,313.74
6.5	Cost Estimates	20		50	30	60	80		100	150		490	$ 109,791.32						$ 23,198.68		$ 132,990.00
6.6	Construction Schedule	10		40		80						130	$ 37,951.82						$ 29,737.20		$ 67,689.02
6.7	Value Analysis	8		14	10	40				20		92	$ 24,436.47							$ 74,651.80	$ 99,088.27
Task 7	**RIGHT-OF-WAY**	**80**			**190**					**160**	**20**	**450**	**$ 117,858.30**		**$ 39,627.06**			**$ 80,194.47**			**$ 237,679.83**
7.1	Right-of-Way Requirements	50			100					100	5	255	$ 67,076.69					$ 3,026.43			$ 70,103.12
7.2	Right-of-Way Maps	10			30					40	5	85	$ 20,177.74								$ 20,177.74
7.3	Appraisal Maps, Plats, and Descriptions	20			60					20	10	110	$ 30,603.88		$ 39,627.06			$ 77,168.04			$ 147,398.98
Task 8	**COORDINATION, AGREEMENTS & PERMITS**	**295**	**35**	**211**	**95**	**461**	**168**	**260**	**110**	**426**	**40**	**2,101**	**$ 534,363.38**	**$ 24,670.97**							**$ 559,034.35**
8.1	Union Pacific Railroad (UPRR)	50	10	30	20	100	20			60		290	$ 79,899.31								$ 79,899.31
8.2	California Public Utilities Commission (CPUC)	15			25		36			60		136	$ 31,425.02								$ 31,425.02
8.3	Caltrans District 8																				
	Caltrans Coordination	100	5	35	30	160	20			60		410	$ 118,237.72								$ 118,237.72
	Encroachment Permits	5				20						25	$ 7,153.59								$ 7,153.59
	Design Engineering Evaluation Report (DEER)	10		10	10	20			30	20		100	$ 24,215.96								$ 24,215.96
	Design Standard Decision Document (DSDD)	10		20	10	50			80	60		230	$ 50,856.13								$ 50,856.13
8.4	Riverside County Flood Control and Water Conservation	10	20					40		10		80	$ 21,303.26								$ 21,303.26
8.5	Utility Coordination	40		80		60		160		40		380	$ 97,185.38								$ 97,185.38
8.6	Community Engagement	45		36		36	72			36	40	265	$ 66,529.59	$ 24,670.97							$ 91,200.56
	Renderings (Photo simluations)	10				15	20	60		80		185	$ 37,557.41								$ 37,557.41
Task 9	**BIDDING SERVICES**	**35**	**10**		**80**	**20**	**80**	**40**		**180**		**445**	**$ 102,461.63**								**$ 102,461.63**
9.1	Resident Engineer (RE) Pending File	5	10		40			40		80		175	$ 38,923.59								$ 38,923.59
9.2	Bidding Phase Support	20			40		40			20		120	$ 32,348.82								$ 32,348.82
9.3	Conformed Plans and Specification	10				20	40			80		150	$ 31,189.22								$ 31,189.22
Task 10	**CONSTRUCTION PHASE FUNDING**	**10**			**20**		**10**			**20**		**60**	**$ 15,544.39**	**$ 23,445.46**							**$ 38,989.85**
10.1	CONSTRUCTION PHASE FUNDING	10			20		10			20		60	$ 15,544.39	$ 23,445.46							$ 38,989.85
	TOTAL HOURS	**1,452**	**85**	**1,770**	**1,135**	**2,909**	**2,797**	**3,252**	**5,262**	**4,605**	**316**	**23,583**									
	Subtotal Labor:	**$584,384.87**	**$32,061.69**	**$591,275.17**	**$341,287.74**	**$747,794.13**	**$630,803.73**	**$659,292.61**	**$956,283.56**	**$748,435.66**	**$39,889.36**		**$ 5,331,508.52**	**$ 48,116.43**	**$ 136,128.09**	**$ 230,988.13**	**$ 282,887.99**	**$ 128,992.63**	**$ 56,312.18**	**$ 74,651.80**	**$ 6,289,585.77**
	Other Direct Costs												**$ 747,807.04**	**$ 14,842.27**	**$ 14,003.28**	**$ 105,906.54**	**$ 33,876.90**	**$ 119,480.00**		**$ 3,732.59**	**$ 1,039,648.62**
	Escalation												$ 568,649.04	$ 2,042.27	$ 1,361.28	$ 21,311.54	$ 25,394.50			$ 3,732.59	$ 622,491.22
	Traffic Counts (extra intersection counts for TMP)												$ 3,960.00								$ 3,960.00
	Permit Fees												$ 15,000.00								$ 15,000.00
	Travel/Mileage												$ 15,000.00								$ 15,000.00
	Outside Printing/Courier Services												$ 10,000.00								$ 10,000.00
	Utility Agency Fees												$ 2,000.00								$ 2,000.00
	UPRR License Fee												$ 15,000.00								$ 15,000.00
	Potholing Allowance (Up to 40)												$ 118,198.00								$ 118,198.00
	Subconsultant Expenses													*$ 12,800.00*	*$ 12,642.00*	*$ 84,595.00*	*$ 8,482.40*	*$ 119,480.00*			*$ 237,999.40*
	TOTAL COST:												**$ 6,079,315.56**	**$ 62,958.70**	**$ 150,131.37**	**$ 336,894.68**	**$ 316,764.89**	**$ 248,472.63**	**$ 56,312.18**	**$ 78,384.39**	**$ 7,329,234.39**

CITY OF BANNING
RFP 24-085 HARGRAVE GRADE SEPARATION PROFESSIONAL DESIGN SERVICES

196.54%	Overhead%		Kimley-Horn and Associates, Inc.											Subconsultants							
		Name	Darren Adrian	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional III	Professional II	Professional I	Analyst II	Analyst I	Project Support	Kimley Horn Total Hours	Kimley-Horn Total Cost	Avant-Garde Total Cost	Cabrinha, Hearn, & Associates Total Cost	Earth Mechanics, Inc. Total Cost	LSA Total Cost	Paragon Total Cost	Saylor Total Cost	VMS Total Cost	TOTAL PROJECT COSTS
195.57%	Overhead% w/o FCCM	Category/Title	Project Manager																		
10%	Fee%	Direct Rate	$123.42	$115.67	$102.44	$92.21	$78.83	$69.16	$62.17	$55.73	$49.84	$38.71									
		Billing Rate	$402.47	$377.20	$334.05	$300.69	$257.06	$225.53	$202.73	$181.73	$162.53	$126.23									
Optional Tasks																					
2.1.1	2nd Aerial Survey		2				10		5		40		57	$ 10,890.30		$ 8,149.16					$ 19,039.46
4.1.1	Caltrans Geometric Approval Drawing (GAD)		8		2	10	40			40	120		220	$ 43,949.85							$ 43,949.85
5.1.1	CEQA SE Memorandum		2				4				2		8	$ 2,158.24				$ 7,730.91			$ 9,889.15
5.2.1	DBESP		8				6						14	$ 4,762.12				$ 18,750.94			$ 23,513.06
5.2.2	Focused Burrowing Owl Survey		2				3						5	$ 1,576.12				$ 9,792.15			$ 11,368.27
5.2.3	NEPSSA Survey		2				3						5	$ 1,576.12				$ 10,749.09			$ 12,325.21
5.2.4	Aerially Deposited Lead Investigation		6			8	12						26	$ 7,905.11			$ 23,796.02				$ 31,701.13
5.2.5	Community Impact Assessment		4				6				4		14	$ 3,802.36				$ 32,815.39			$ 36,617.74
5.2.6	Paleontological Assessment (PIR/PER)		1				4						5	$ 1,430.72				$ 11,710.03			$ 13,140.75
5.2.7	Water Quality Assessment Report		4				8				6		18	$ 4,641.53				$ 35,668.28			$ 40,309.81
5.3	Visual Impact Assessment																				
	VIA Work Plan				2	20	4			4		4	34	$ 8,942.10							$ 8,942.10
	Visual Impact Assessment		12		10	60	8			110		80	280	$ 58,357.60							$ 58,357.60
6.1	Storm Water Data Report (Long-Form)		6		15		40		80		40		181	$ 40,427.94							$ 40,427.94
8.7	Resource/Regulatory Permitting		20				40				20		80	$ 21,582.40				$ 36,410.71			$ 57,993.11
10.1.1	Grant Funding Support		40		10		60	70			60		240	$ 60,401.64	$ 38,854.93						$ 99,256.58
	OPTIONAL TASKS TOTAL HOURS		**117**		**39**	**98**	**248**	**70**	**85**	**154**	**292**	**84**	**1187**								
	Optional Tasks Subtotal Labor:		**$47,088.86**		**$13,028.10**	**$29,468.02**	**$63,751.44**	**$15,787.01**	**$17,232.43**	**$27,987.01**	**$47,457.81**	**$10,603.50**		**$ 272,404.18**	**$ 38,854.93**	**$ 8,149.16**	**$ 23,796.02**	**$ 163,627.49**			**$ 506,831.78**
	Other Direct Costs													**$ 29,054.14**	**$ 1,892.15**	**$ 10,316.49**	**$ 8,362.98**	**$ 44,083.14**			**$ 93,708.89**
	Escalation													$ 29,054.14	$ 1,892.15	$ 81.49	$ 2,195.48	$ 40,083.14			$ 73,306.39
	Expenses															$ 10,235.00	$ 6,167.50	$ 4,000.00			$ 20,402.50
	TOTAL COST for OPTIONAL TASKS													**$ 301,458.32**	**$ 40,747.08**	**$ 18,465.65**	**$ 32,159.00**	**$ 207,710.62**			**$ 600,540.67**
TOTAL COST with Optional Tasks included:														**$ 6,380,773.88**	**$ 103,705.78**	**$ 168,597.01**	**$ 369,053.68**	**$ 524,475.51**	**$ 248,472.63**	**$ 56,312.18**	**$ 78,384.39**	**$ 7,929,775.06**

CITY OF BANNING
Hargrave Grade Separation Professional Design Services

		Advanced Avant-Garde Corporation								
	Name	Ana Marie LeNoue	Lissette Montoya	Megan LeNoue	Julianna Carrera	Keith LeNoue	Adriana Robledo	Antonio Solorzano		
186.46%	Overhead %	Program Director	Program Manager	Program Manager	Program Manager	Program Manager	Program Coordinator	Program Coordinator	Total Hours	Total Costs
10%	Fee%	$134.07	$140.19	$43.27	$45.67	$38.50	$34.00	$25.00		
	Billing Rate	$422.46	$441.75	$136.35	$143.91	$121.32	$107.14	$78.78		
Task 1	**PROJECT ADMINISTRATION**									
Task 2	**DATA COLLECTION**									
Task 3	**BASIS OF DESIGN DOCUMENT**									
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**									
Task 5	**ENVIRONMENTAL DOCUMENTATION**									
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**									
Task 7	**RIGHT-OF-WAY**									
Task 8	**COORDINATION, AGREEMENTS & PERMITS**	**18**			**48**		**36**	**80**	**182**	**$ 24,670.97**
8.6	Community Engagement	18			48		36	80	182	$ 24,670.97
	Develop Outreach Plan	10			6		2	2	20	$ 5,459.90
	Organize and Attend 4 public meetings	4			24		24	8	60	$ 8,345.14
	Maintain Stakeholder database	2			2			20	24	$ 2,708.27
	Produce and send notices	2			16		10	50	78	$ 8,157.65
Task 9	**BIDDING SERVICES**									**$ -**
Task 10	**CONSTRUCTION PHASE FUNDING**		**15**	**65**	**30**	**30**			**140**	**$ 23,445.46**
	TOTAL HOURS	**18**	**15**	**65**	**78**	**30**	**36**	**80**	**322**	
	Subtotal Labor:	**$7,604.33**	**$6,626.21**	**$8,862.51**	**$11,224.89**	**$3,639.47**	**$3,856.90**	**$6,302.12**		**$ 48,116.43**
	Other Direct Costs									**$ 14,842.27**
	Escalation									$ 2,042.27
	Full color Postcard production 5000 pcs									$ 2,000.00
	Postage and handling (4500 postal customers)									$ 10,800.00
	TOTAL COST:									**$ 62,958.70**

Optional Tasks										
Task O										
10.1.1	Grant Funding Support	10	10	60	85		40	70	275	$ 38,854.93
	OPTIONAL TASKS TOTAL HOURS	**10**	**10**	**60**	**85**		**40**	**70**	**275**	
	Optional Tasks Subtotal Labor:	**$ 4,224.63**	**$ 4,417.47**	**$ 8,180.78**	**$ 12,232.26**	**$ -**	**$ 4,285.44**	**$ 5,514.36**		**$ 38,854.93**
	Other Direct Costs									
	Escalation									$ 1,892.15
	TOTAL COST for OPTIONAL TASKS									**$ 40,747.08**
TOTAL COST with Optional Tasks included:										**$ 103,705.78**

CITY OF BANNING
Hargrave Grade Separation Professional Design Services

		CABRINHA, HEARN & ASSOCIATES											
	Name	Camden Cabrinha	Jamie Bertchume	Edward Uribe	Imelda Torres	Christian Hidalgo	Michael Naylor	Jonathan Garcia	CAD Office surveyor	Surveyor	Admin Support	Total Hours	Total Costs
149.15%	Overhead % Category/Title	Survey Project Manager	PLS Party Chief	Party Chief	Party Chief	Chainman	Chainman	Chainman Apprentice					
10%	Fee% Direct Rate	$80.10	$73.50	$64.01	$64.01	$56.78	$56.78	$34.07	$50.00	$55.00	$55.00		
	Billing Rate	$219.53	$201.44	$175.43	$175.43	$155.61	$155.61	$93.37	$137.03	$150.74	$150.74		
Task 1	**PROJECT ADMINISTRATION**												
Task 2	**DATA COLLECTION**	**64**	**16**	**88**	**80**	**100**	**24**	**60**	**100**	**54**	**20**	**606**	**$ 96,501.03**
2.1	Aerial Mapping	64	16	88	80	100	24	60	100	54	20	606	$ 96,501.03
Task 3	**BASIS OF DESIGN DOCUMENT**												
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**												
Task 5	**ENVIRONMENTAL DOCUMENTATION**												
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**												
Task 7	**RIGHT-OF-WAY**	**90**							**90**	**50**		**230**	**$ 39,627.06**
7.3	Appraisal Maps, Plats, and Descriptions	90							90	50		230	$ 39,627.06
Task 8	**COORDINATION, AGREEMENTS & PERMITS**												**$ -**
Task 9	**BIDDING SERVICES**												**$ -**
Task 10	**CONSTRUCTION PHASE FUNDING**												**$ -**
	TOTAL HOURS	**154**	**16**	**88**	**80**	**100**	**24**	**60**	**190**	**104**	**20**	**836**	
	Subtotal Labor:	**$33,807.01**	**$3,223.00**	**$15,437.75**	**$14,034.32**	**$15,561.41**	**$3,734.74**	**$5,602.44**	**$26,036.18**	**$15,676.52**	**$3,014.72**		**$ 136,128.09**
	Other Direct Costs												**$ 14,003.28**
	Escalation												$ 1,361.28
	Aerial Mapping Services												$ 12,642.00
	TOTAL COST:												**$ 150,131.37**

Optional Tasks													
2.1.1	Aerial Mapping (Second Mobilization)	8		16		16			8			48	$ 8,149.16
	OPTIONAL TASKS TOTAL HOURS	**8**		**16**		**16**			**8**			**48**	
	Optional Tasks Subtotal Labor:	**$ 1,756.21**	**$ -**	**$ 2,806.86**	**$ -**	**$ 2,489.83**	**$ -**	**$ -**	**$ 1,096.26**	**$ -**	**$ -**		**$ 8,149.16**
	Other Direct Costs												**$ 10,316.49**
	Escalation												$ 81.49
	Aerial Mapping Services (Second Mobilization)												$ 10,235.00
	TOTAL COST for OPTIONAL TASKS												**$ 18,465.65**
TOTAL COST with Optional Tasks included:													**$ 168,597.01**

CITY OF BANNING
Hargrave Grade Separation Professional Design Services

			Earth Mechanics, Inc.										
		Name	**Alahesh Thurairajah**	Principal Engineer / Geologist	Senior Engineer / Geologist	Sr. Project Engineer / Geologist	Project Engineer / Geologist	Sr. Staff Engineer / Geologist	Staff Engineer / Geologist	Senior Technician	Technician	**Total Hours**	**Total Costs**
170.68%	Overhead %	Category/Title	Principal										
10%	Fee%	Direct Rate	$101.60	$92.00	$69.70	$68.60	$58.30	$51.30	$38.50	$52.50	$27.20		
		Billing Rate	$302.51	$273.93	$207.53	$204.26	$173.59	$152.74	$114.63	$156.32	$80.99		
Task 1	**PROJECT ADMINISTRATION**												
Task 2	**DATA COLLECTION**	**4**		**10**		**10**					**24**	**$ 5,021.22**	
2.6	Geotechnical Records Research and Findings	4		10		10					24	$ 5,021.22	
Task 3	**BASIS OF DESIGN DOCUMENT**												
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**	**20**	**10**	**30**		**50**		**40**			**150**	**$ 28,280.11**	
4.3	Project Concept Reports												
	Preliminary Geotechnical Report	20	10	30		50		40			150	$ 28,280.11	
Task 5	**ENVIRONMENTAL DOCUMENTATION**											**$ -**	
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**	**100**	**80**	**140**	**80**	**160**	**100**	**100**	**240**	**100**	**1,100**	**$ 197,686.81**	
6.1	Reports											$ -	
	Geotechnical Investigations & Report	100	80	140	80	160	100	100	240	100	1,100	$ 197,686.81	
Task 7	**RIGHT-OF-WAY**												
Task 8	**COORDINATION, AGREEMENTS & PERMITS**												
Task 9	**BIDDING SERVICES**												
Task 10	**CONSTRUCTION PHASE FUNDING**												
	TOTAL HOURS	**124**	**90**	**180**	**80**	**220**	**100**	**140**	**240**	**100**	**1,274**		
	Subtotal Labor:	**$37,511.48**	**$24,653.53**	**$37,355.46**	**$16,340.41**	**$38,189.16**	**$15,274.47**	**$16,048.62**	**$37,516.25**	**$8,098.75**		**$ 230,988.13**	
	Other Direct Costs											**$ 105,906.54**	
	Escalation											$ 21,311.54	
	Drill Rig Rental											$ 60,000.00	
	Traffic Control Rental											$ 12,000.00	
	Soil Cutting Contaminants Testing											$ 2,520.00	
	Soil Cutting (drums) Disposal											$ 6,400.00	
	R-Value Tests											$ 2,000.00	
	Mileage											$ 1,675.00	
	TOTAL COST:											**$ 336,894.68**	

Optional Tasks												
5.2.4	Aerially Deposited Lead Investigation	20		40		40			16		116	$ 23,796.02
	OPTIONAL TASKS TOTAL HOURS	**20**		**40**		**40**			**16**		**116**	
	Optional Tasks Subtotal Labor:	**$6,050.24**		**$8,301.21**		**$6,943.48**			**$2,501.08**			**$ 23,796.02**
	Other Direct Costs											**$ 8,362.98**
	Escalation											$2,195.48
	ADL Lab Tests											$ 6,167.50
	TOTAL COST for OPTIONAL TASKS											**$ 32,159.00**
TOTAL COST with Optional Tasks included:												**$ 369,053.68**

CITY OF BANNING
Hargrave Grade Separation Professional Design Services

		LSA Associates Inc.																		
	Name	Deborah Pracilio	Ambarish Mukherjee	Jodi Ross-Borrego	Ryan Bensley	Pam Reading	Technical Principal	Associate Planner/ Technical Specialist	Trevor Wimmer	Kelly Vreeland	Sr.Planner/ Technical Specialist	Planner/ Technical Specialist	Asst Planner/ Technical Specialist	Sr GIS/ Graphics	GIS/Graphics	Technical Editor	Document Management	Project Assistant	Total Hours	Total Costs
216.47%	Overhead % Category/Title	Env. Task Mgr.	Traffic	Biology	Env.	Env.			Sr. Env. Planner	Sr. Paleontologist										
10%	Fee% Direct Rate	$95.36	$91.68	$81.71	$83.56	$89.45	$84.60	$57.57	$45.31	$45.00	$47.62	$38.11	$33.61	$52.57	$34.61	$36.82	$36.82	$34.72		
	Billing Rate	$331.96	$319.15	$284.45	$290.89	$311.39	$294.51	$200.41	$157.73	$156.65	$165.77	$132.67	$117.00	$183.01	$120.48	$128.18	$128.18	$120.87		
Task 1	**PROJECT ADMINISTRATION**	**40**	**12**					**12**	**85**										**149**	**$ 32,920.55**
1.4	Project Controls (Budgeting, Cost Accounting and Progress	20							70										90	$ 17,680.51
1.5	Project Development Team Meetings	20	12					12	15										59	$ 15,240.04
Task 2	**DATA COLLECTION**	**4**	**30**					**88**	**8**		**256**	**384**		**4**	**8**	**24**	**8**		**814**	**$ 128,980.27**
2.7	Traffic Analysis																			$ -
	Preliminary Traffic Analysis	1	16					40	2		120	160		2	4	12	4		361	$ 57,788.68
	Update Traffic Analysis	1	2					8	2		16	24				4	2		59	$ 9,494.47
2.8	Caltrans Traffic Reports																			$ -
	Intersection Control Evaluation																			$ -
	Traffic Forecasting Volumes Report	2	12					40	4		120	200		2	4	8	2		394	$ 61,697.12
Task 3	**BASIS OF DESIGN DOCUMENT**																			
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**																			
Task 5	**ENVIRONMENTAL DOCUMENTATION**	**41**		**26**				**115**	**108**		**67**	**160**		**77**	**10**	**58**		**40**	**702**	**$ 120,987.16**
5.1	CEQA Statutory Exemption	2							6			10				2			20	$ 3,193.35
	Preliminary Environmental Study Form	8							16			24		4		8			60	$ 10,120.88
5.2	NEPA Categorical Exemption	24							72			80		8		24			208	$ 34,477.51
	Natural Environmental Study - Minimal Impacts (NES-MI)	4		12				46	8		12	46		38	6	14		24	210	$ 35,686.31
	Jurisdicitonal Delineation (JD)	1		4				10	2		34			10	2	4		8	75	$ 12,976.27
	Bat Habitat Assessment	1		2				38	2					5		3		8	59	$ 11,098.42
	MSHCP Consistency Analysis	1		8				21	2		21			12	2	3			70	$ 13,434.43
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**																			
Task 7	**RIGHT-OF-WAY**																			
Task 8	**COORDINATION, AGREEMENTS & PERMITS**																			
Task 9	**BIDDING SERVICES**																			
Task 10	**CONSTRUCTION PHASE FUNDING**																			
	TOTAL HOURS	**85**	**42**	**26**				**215**	**201**		**323**	**544**		**81**	**18**	**82**	**8**	**40**	**1,665**	
	Subtotal Labor:	**$28,216.97**	**$13,404.45**	**$7,395.61**				**$43,088.36**	**$31,704.09**		**$53,544.78**	**$72,171.06**		**$14,823.41**	**$2,168.70**	**$10,510.49**	**$1,025.41**	**$4,834.65**		**$ 282,887.99**
	Other Direct Costs																			**$ 33,876.90**
	Escalation																			$ 25,394.50
	Mileage																			$ 482.40
	Traffic Counts																			$ 8,000.00
	TOTAL COST:																			**$ 316,764.89**

Optional Tasks																				
5.1.1	CEQA SE Memorandum	2							14			30		2		4			52	$ 7,730.91
5.2.1	DBESP	2		8				28	8		28			18	3	5			100	$ 18,750.94
5.2.2	Focused Burrowing Owl Survey	1		3				4			20	19		8	1	3			59	$ 9,792.15
5.2.3	NEPSSA Survey	1		3				2			46			7		2			61	$ 10,749.09
5.2.5	Community Impact Assessment	2			24				4			46	100	20		24			220	$ 32,815.39
5.2.6	Paleontological Assessment (PIR/PER)	1					5		2	50				4		8			70	$ 11,710.03
5.2.7	Water Quality Assessment Report	8				28			8			130		12		28			214	$ 35,668.28
8.7	Permitting	4		27				54	8			51		24	9	24			201	$ 36,410.71
	OPTIONAL TASKS TOTAL HOURS	**21**		**41**	**24**	**28**	**5**	**88**	**44**	**50**	**94**	**276**	**100**	**95**	**13**	**98**			**977**	
	Optional Tasks Subtotal Labor:	**$6,971.25**		**$11,662.30**	**$6,981.28**	**$8,718.94**	**$1,472.53**	**$17,636.16**	**$6,940.20**	**$7,832.63**	**$15,582.69**	**$36,616.20**	**$11,700.21**	**$17,385.49**	**$1,566.28**	**$12,561.31**				**$ 163,627.49**
	Other Direct Costs																			**$ 44,083.14**
	Escalation																			$ 40,083.14
	Paleontological Records Search																			$ 4,000.00
	TOTAL COST for OPTIONAL TASKS																			**$ 207,710.62**
TOTAL COST with Optional Tasks included:																				**$ 524,475.51**

CITY OF BANNING

Hargrave Grade Separation Professional Design Services

		Paragon Partners Consultants, Inc.								
	Name	Mark Mendoza	Dan Akins	Dioniso Marquez	Brett Brown	Laura Mascaranes	Sarah Riggs	Jennifer Benson		
	Category/Title	Project Director	Project Manager	Relocation Manager	Title Manager	Sr. Agent	Agent	Project Coordinator	TOTAL HOURS	TOTAL COST
	Billing Rate	$237.08	$148.00	$153.13	$112.28	$91.87	$81.65	$76.55		
Task 1	**PROJECT ADMINISTRATION**	**60**	**60**		**12**	**60**	**60**	**60**	**312**	**$ 39,456.36**
1.1	General Meetings and Coordination	60	60		12	60	60	60	312	$ 39,456.36
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**	**10**	**16**		**8**	**16**	**4**	**8**	**62**	**$ 8,045.96**
4.3	Projects Concept Report									
	Right-of-Way Cost Estimates	10	16		8	16	4	8	62	$ 8,045.96
Task 5	**ENVIRONMENTAL DOCUMENTATION**	**2**	**2**			**4**	**1**	**1**	**10**	**$ 1,295.84**
5.2	NEPA									$ -
	Initial Site Assessment	2	2			4	1	1	10	$ 1,295.84
Task 7	**RIGHT-OF-WAY**	**49**	**82**	**58**	**31**	**234**	**150**	**135**	**739**	**$ 80,194.47**
7.1	Right-of-Way Requirements		4		21			1	26	$ 3,026.43
7.3	Appraisal Maps, Plats, and Descriptions	49	78	58	10	234	150	134	713	$ 77,168.04
	TOTAL HOURS	**119**	**158**	**58**	**51**	**310**	**214**	**203**	**1,113**	
	Subtotal Labor:	**$28,212.52**	**$23,384.00**	**$8,881.54**	**$5,726.28**	**$28,479.70**	**$17,473.10**	**$15,539.65**		**$ 128,992.63**
	Other Direct Costs									**$ 119,480.00**
	Mileage									$ 2,900.00
	Postage									$ 780.00
	Subconsultant - Obtain & Review Appraisal Reports									$ 77,500.00
	Subconsultant - Obtain & Review Appraisal Reviews									$ 19,500.00
	Title Reports (14)									$ 13,300.00
	Phase 1 ESA (1)									$ 5,500.00
	TOTAL COST:									**$ 248,472.63**

Assumptions:

1.) 15 Parcels to be acquired (14 partital acquisitions - Permanent easement and/or temporary easements; 1 full acquisition)

2.) 1 SFR displacement requires a Relocation Plan and a residential relocation

3.) There is only one displacement (family) that will occur from the full acquisition.

4.) The property rights required from the State (Caltrans) will be in the form of an Encroachment Permit.

CITY OF BANNING
Hargrave Grade Separation Professional Design Services

			Saylor Consulting									
		Name	Manager	Sr. Civil Estimator	Civil Estimator	Sr. Struct Estimator	Sr. Electrical / Systems Estimator	Technical Services	Sr. Scheduler	Constructability Engineer	Total Hours	Total Costs
114.55%	Overhead %	Category/Title										
10%	Fee%	Direct Rate	$105.00	$125.00	$90.00	$91.34	$89.50	$35.21	$105.00	$135.00		
		Billing Rate	$247.81	$295.01	$212.40	$215.57	$211.22	$83.10	$247.81	$318.61		
Task 1	**PROJECT ADMINISTRATION**											
Task 2	**DATA COLLECTION**											
Task 3	**BASIS OF DESIGN DOCUMENT**											
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**		**1**	**5**		**2**	**5**	**2**			**15**	**$ 3,376.30**
4.3	Project Concept Reports											
	Construction Cost Estimates (ROM)		1	5		2	5	2			15	$ 3,376.30
Task 5	**ENVIRONMENTAL DOCUMENTATION**											**$ -**
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**		**7**	**25**	**27**	**18**	**20**	**3**	**120**		**220**	**$ 52,935.88**
6.5	Cost Estimates		7	25	27	18	20	3			100	$ 23,198.68
6.6	Construction Schedule								120		120	$ 29,737.20
Task 7	**RIGHT-OF-WAY**											**$ -**
Task 8	**COORDINATION, AGREEMENTS & PERMITS**											**$ -**
Task 9	**BIDDING SERVICES**											**$ -**
Task 10	**CONSTRUCTION PHASE FUNDING**											**$ -**
		TOTAL HOURS	**8**	**30**	**27**	**20**	**25**	**5**	**120**		**235**	
		Subtotal Labor:	**$1,982.48**	**$8,850.30**	**$5,734.80**	**$4,311.40**	**$5,280.50**	**$415.50**	**$29,737.20**			**$ 56,312.18**
	Other Direct Costs											**$ -**
		TOTAL COST:										**$ 56,312.18**

CITY OF BANNING

Hargrave Grade Separation Professional Design Services

			VALUE MANAGEMENT STRATEGIES, INC.							
		Name	Robert Stewart	Eric Trimble	Linda Chia	Jessica Combs	Sandra Northrop	Angelina Chang		
222.12%	Overhead %	Category/Title	Principal	CVS Team Leader	Asst. Team Leader	Project Coordinator	Asst. Project Coordinator	Technical Editor	Total Hours	Total Costs
10%	Fee%	Direct Rate	$159.01	$109.04	$68.75	$62.60	$56.19	$37.74		
		Billing Rate	$563.42	$386.36	$243.60	$221.81	$199.10	$133.72		
Task 1	**PROJECT ADMINISTRATION**									**$ -**
Task 2	**DATA COLLECTION**									**$ -**
Task 3	**BASIS OF DESIGN DOCUMENT**									**$ -**
Task 4	**CONCEPT DEVELOPMENT & PROJECT APPROVAL**									**$ -**
Task 5	**ENVIRONMENTAL DOCUMENTATION**									**$ -**
Task 6	**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**	**8**	**104**	**96**	**8**	**8**	**24**	**248**	**$ 74,651.80**
6.7	Value Analysis	8	104	96	8	8	24	248	$ 74,651.80
Task 7	**RIGHT-OF-WAY**									**$ -**
Task 8	**COORDINATION, AGREEMENTS & PERMITS**									**$ -**
Task 9	**BIDDING SERVICES**									**$ -**
Task 10	**CONSTRUCTION PHASE FUNDING**									**$ -**
	TOTAL HOURS	**8**	**104**	**96**	**8**	**8**	**24**	**248**	
	Subtotal Labor:	**$4,507.39**	**$40,181.82**	**$23,385.91**	**$1,774.49**	**$1,592.79**	**$3,209.40**		**$ 74,651.80**
	Other Direct Costs								**$ 3,732.59**
	Escalation								$ 3,732.59
	TOTAL COST:								**$ 78,384.39**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**January 28, 2025**
SUBJECT:	**Discussion Regarding Utility Billing Issues and Efforts to Correct Errors and Bring Billing Current**

RECOMMENDATION:

Provide feedback and direction.

BACKGROUND:

The City has historically used NaviLine Customer Information System for its Utility Billing solution. On April 26, 2022, the Electric Utility Director brought an item to City Council for consideration to approve a contract with Milsoft Utility Solutions, Inc. for Utility Billing purposes. City Council approved that contract; however, no Request for Proposals or cooperative purchasing agreement was used as required by Purchasing Policy (B-30). Only quotes were obtained. That approving staff report is located on page 60 of the City Council Agenda linked below.

http://banning.ca.us/ArchiveCenter/ViewFile/Item/2627

Milsoft was implemented by City Staff on November 1, 2024. The Administrative Services Director explained to Milsoft that he was not comfortable with going live at that time. Milsoft said that everything was ready and that with the data, it would be catastrophic to not implement as scheduled. Staff had run parallel billing between the systems in September and October and was able to reconcile all activity, so the decision was made to go ahead with the implementation.

Staff was unable to bill a single route until mid-November and it took until the end of December to bill November. Staff determined that Milsoft had improperly coded some water billing codes and that many billing errors had occurred. One correction to a developer payment took nine days to resolve. Staff has a full folder of the issues identified in the first two months of implementation.

On December 20, 2024, the City Manager provided Milsoft a 30-day notice of cancellation and notified Council of the action. Milsoft asked the City to reconsider and give more time to correct the issues identified. Staff is working to get the old NaviLine Customer Information System back up and running. We have coordinated with the bank, the payment portal host, paper statement provider, and NaviLine to revert.

Staff is working with NaviLine on a way to bring the billing detail into NaviLine in an upload format to save time and bring billing current as quickly as possible. We will be sending messages to customers stating that new bills for the month of Novemebr will be calculated in NaviLine and billing for December will be processed shortly afterward. We will be bringing all payments made to Milsoft bills into NaviLine prior to November billing so that those payments will be reflective in the bills provided.

JUSTIFICATION:

This was a failed implementation. Staff is taking action to rectify the utility billing issues identified during the Milsoft go-live.

FISCAL IMPACT:

Staff time and overtime from the failed implementation and reverting back to the previous system. We may contract with NaviLine for assistance in creating an import for billing to help speed the conversion process back to NaviLine.

ALTERNATIVES:

Provide feedback and direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Milsoft Agreement.pdf
2. CityofBanning Quotes 51167&51216.pdf
3. Banning - Notice of Default and Termination (Milsoft).pdf

Milsoft Contract for Software License and Support, with iXp® and TextPower® Subscriptions

This Contract for Software License, Support, and Subscription (hereinafter referred to as "Contract") is by and between **CITY OF BANNING, CA** (hereinafter referred to as "Customer") and **Milsoft Utility Solutions, Inc.**, a Texas corporation (hereinafter referred to as "Milsoft"), and is effective on the date signed by the latter of Customer and Milsoft ("Effective Date").

Whereas, Customer has the desire and capacity to procure from Milsoft the authorized use of its proprietary software known as **Milsoft iXp® Hosted Solutions *incl.* Financial Management, Work Management, and Customer Information Systems with eBusiness, Mobile, ePrint and existing integrations, Setup and Subscription; TextPower® Setup and Subscription; Billing Conversion & Project Management services; Texting and Integration Configurations, supportable; Milsoft DisSPatch® OMS w/Test System, Setup and Subscription, with Customer Outage Alerts™; Milsoft Hosted IVR™, Setup and Subscription, with Milsoft Personnel Notification™; Database Conversion, supportable** (altogether, the "System"), more particularly identified in Section 1 below; *and*

Whereas, Milsoft has the desire and capability to furnish and support the System for Customer as quoted and in accordance with the terms and conditions of this Contract;

Now, therefore, in consideration of the premises, the Contract Price and the respective covenants contained herein, the Customer and Milsoft (the "parties") hereby agree as follows:

1. **SYSTEM.** The System (or "System Components") shall consist of the licensed System software (the "Software") and subscription services described in Milsoft **Quotes # 51167 and 51216**, constituting "Schedule A" for purposes of this Contract and incorporated herein by reference as if fully set forth, as well as any other software and/or services that may be added by future quote and acceptance as addenda hereto.

2. **CONTRACT PRICE; TERMS OF PAYMENT.** The itemized and/or aggregate pricing for the System Components, basic installation, training if included, and software license (collectively the base "Contract Price") is set forth in Schedule A, together with the terms of payment; *Milsoft's quoted pricing includes base fees for TextPower® Setup and Services to be incurred and utilized per the Terms & Conditions of TextPower's EULA, incorporated herein by reference as* Schedule B.

3. **STATEMENT OF WORK.** If and to the extent deemed necessary by Milsoft, the Parties shall in good faith mutually develop and agree upon a Statement of Work ("SOW") to describe and set forth with particularity the essential scope of work, technical specifics, period of performance, schedules/milestones, acceptance criteria, change orders and other requirements unique to the project.

4. **DELIVERY, INSTALLATION AND TURNOVER.** For the Contract Price and in accordance with the SOW (if applicable), Milsoft shall deliver the System Components to the Customer's location identified in Schedule A and, subject to Customer's preparatory compliance as described in Section 7, shall install the System on site, or by remote electronic delivery, or combination thereof as appropriate. The Turnover Date shall be the date, after completion of installation and testing, upon which Milsoft turns over the System to Customer for fully operational use.

5. **TRAINING.** Milsoft shall provide basic System administration and user training to Customer's designated employees, if and as may be described in more detail in the Statement of Work or Schedule A.

6. **SUPPORT SERVICES.** Support is included at no additional cost for the products and services provided hereunder by Subscription. For the components of Software not covered by subscription hereunder, Customer will be eligible to participate in Milsoft's annually renewable support program (the "Support Program") for technical and user support, Software fixes/patches, and upgrades to future Software editions. The Support Program is offered at an initial annual rate of **20% of the Retail Price** of the nonsubscription Software, excluding any discounts, plus any applicable sales taxes. Renewal pricing is subject to change in view of software complexity and market conditions, not to exceed 5% variance during the first 5 years and from one year to the next thereafter. If payment is not received when due, Milsoft may withhold services until paid. In the event Customer declines or discontinues its participation in the Support Program, in order to again be eligible to receive support Customer may be required to upgrade and/or agree to pay an increased rate based upon the extent of maintenance missed and appropriate to the circumstances.

For purposes of this Contract, support of the Software means:

- support related to System applications;
- delivery of Software fixes/patches;
- delivery of upgrades to the latest Software versions made available by Milsoft.

Hours of support availability will be 24 hours/day, 7 days/week, year-round for outage management, CIS and communications systems; and no less than 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, excepting normal business holidays observed by Milsoft, for all other support issues. With prior notice and as reasonably requested, Customer shall allow online access to the System and sufficient access to Customer's premises as needed for Milsoft to provide its support services.

The services to be provided under the Support Program do not cover damages or claims due to misuse, negligence, accidents, thefts, unexplained data loss, loss of data due to Hardware failure, lack of daily backups, abuse, electrical outages, fire, flood, wind, acts of God or public enemy, or improper wiring, installation, repair or alteration by anyone other than Milsoft approved technicians. Repairs necessitated by any one or more of the above-excepted causes may be performed by Milsoft upon request, provided the Customer agrees to pay for such extra work at Milsoft's current hourly rates. Such work would not represent or imply any additional warranty or representation regarding the System, the System Components or the functionality of the System.

7. CUSTOMER'S OBLIGATIONS, PREP AND SPECS; INTEGRATION WITH 3rd-PARTY SOFTWARE.

7.1 Customer assumes responsibility for care and risk of loss of the System Components upon delivery to its location. Customer is responsible for meeting the data requirements, purchasing and providing any other hardware and/or third party software, and preparing its location for installation consistent with the specifications, requirements and recommendations per SOW, Schedule A, RFP/Response or applicable terms and conditions, at its expense. Any Customer data required for installation shall be timely delivered to Milsoft pursuant to its instructions. Customer shall also secure any permits, licenses or other governmental approvals for its installation site as may be required by applicable law or regulation, at its expense. Once a Milsoft technician is on-site as reasonably scheduled, if the installation is delayed due to failure of the Customer to have met the preparatory requirements, there may be a charge of $1,000 per day assessed until ready to proceed.

7.2 Milsoft products are generally amenable to integration with a variety of products from third-party vendors known by Milsoft to be certifiably interoperable (including but not limited to many MultiSpeak® integrations, when applicable), subject to verification, and with a range of other third-party products that may require more extensive customization. The development or provision by Milsoft of any and all interface between its products and third-party software (whether deemed necessary at the time of Milsoft product installation or as needed in the future due to change of circumstances) can only be undertaken pursuant to specific evaluation and may, at the discretion of Milsoft, require reasonable adjustment of time and/or cost.

Every interface to be developed and provided for integration with third-party products must be testable by Milsoft with consent and cooperation of the third-party vendor (whose consent and cooperation shall be provided by Customer, as Customer's responsibility) and will be specific only to the version or iteration of the third-party product in use at the time of the interface development. Customer shall be responsible for alerting Milsoft to future additions, updates or new versions of all third-party product and for providing renewed consent and cooperation of each third-party for testing, as any such changes could render the Milsoft interface less functional unless addressed. In such event, Milsoft offers no warranty for the previously provided interface, and assumes no responsibility to develop or provide additional interface without further agreement and compensation, if at all. **No other representation, warranty or promise regarding interfaces or integration between Milsoft products and third-party software is expressed or implied.**

8. SOFTWARE LICENSE. Upon successful installation and as of the Turnover Date, Milsoft grants to Customer, and Customer accepts, a non-exclusive and non-transferable license to use the Software furnished hereunder (including modifications and enhancements furnished under the terms of this Contract, and modifications and enhancements furnished under the terms of the Support Program described in Section 6) strictly upon the terms and conditions contained herein. Title to and ownership of all Software shall remain with Milsoft or its licensors. Customer shall have no right to sell, sublicense, publish, disclose, display, assign, duplicate, alter, lease, or otherwise make available the coding or functional essence of the Software to any third party, although authorized interfaces with Customer's third-party products will be permitted with Milsoft's informed consent. Customer shall take appropriate action with its employees, agents, contractors, consultants and other representatives or end users to ensure compliance with these terms and conditions. Customer may make copies of the Software only for backup purposes and/or archival purposes, and any such copy must contain the same copyright notice and proprietary markings that the original Software contains. Customer acknowledges the Software represent a very large-scale investment in the development of an intangible asset by Milsoft and must be strictly protected hereunder. In the event of a breach under the provisions of this Software license by Customer, upon written notice which may be given at the election of Milsoft, Customer shall forfeit all rights as licensee under this Contract and shall immediately return the Software to Milsoft along with all

documentation and source media associated therewith. Customer assumes full liability to Milsoft for any damages (*including* consequential damages), whether or not foreseen by the parties hereto, resulting directly or indirectly from any compromise of any rights owned by Milsoft and not expressly conferred under this Contract, if such damages are the result of the negligence or willful act or omission of Customer (including any employee, agent, contractor, consultant or other representative of Customer). CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IN EXECUTABLE LINE CODE FORM REMAINS A CONFIDENTIAL TRADE SECRET AND CUSTOMER AGREES NOT TO ATTEMPT TO REVERSE-ENGINEER, TRANSLATE, DECIPHER, DECOMPILE, MODIFY OR DISASSEMBLE THE SOFTWARE, NOR INCORPORATE THE SOFTWARE IN WHOLE OR IN PART INTO ANY OTHER SOFTWARE OR PRODUCT OR DEVELOP DERIVATIVE WORKS THEREFROM OR ALLOW ANY OTHER THIRD PARTY TO DO SO, WITHOUT THE EXPRESS WRITTEN CONSENT OF MILSOFT.

9. CONFIDENTIALITY.

9.1 During performance of this Contract or in the contemplation thereof, and subject to and in conformity with Section 8, employees, agents and authorized contractors or consultants of each party to this Contract may have access to private or confidential information owned by the other party, including, but not limited to, the Software, and information concerning costs, charges, operating procedures and methods of doing business, which may be owned or controlled by the other party. With respect to any such information so accessed or acquired, each party agrees as follows: (a) all such information shall be and shall remain the exclusive property of the party which owns the information; (b) each party shall limit access to such information of the other party to their respective employees, agents and authorized contractors or consultants who have a need to know consistent with the receiving party's authorized use of such information; (c) the receiving party shall keep, and have its employees, agents and authorized contractors or consultants having access keep, all such information confidential; (d) the receiving party shall not copy, publish or disclose to others, or permit its employees, agents and authorized contractors, consultants or anyone else to copy, publish or disclose to others, any such information without the owning party's prior written consent; (e) the receiving party shall return such information to the owning party at its request; and (f) the receiving party shall use such information only for the purpose of performing its obligations hereunder.

9.2 Each party shall secure and protect the other party's confidential information in a manner consistent with the protection it provides to its own confidential information, but in any case using no less than reasonable degree of care. Each party's duties of confidentiality as regards the confidential information shall survive any cancellation, expiration or termination of this Contract. Notwithstanding the foregoing, receiving party may disclose Confidential Information as required by applicable law (*e.g.* California's Public Records Act) or by proper legal or governmental authority; in such event, receiving party shall give the owning party prompt notice of any such legal or governmental demand and reasonably cooperate with such owner in any effort to seek a protective order or otherwise to contest such required disclosure, at owner's expense.

9.3 Each party at all times shall maintain appropriate internal policies and procedures reasonably sufficient to satisfy its obligations under this Section 9. Should either party or its employees, agents and authorized contractors or consultants use, disclose or attempt to use or disclose any such information in a manner contrary to this Contract, the owning party shall have the right to seek injunctive relief against such breach or threatened breach (without posting a bond or other security), in addition to any other remedies that may be available at law or in equity.

10. PRODUCT CHANGES. Milsoft reserves the right to make modifications and distribute enhancements to existing Software. In addition, upon notice to Customer of no less than nine (9) months or upon the downgrading of the third party (*e.g.* Microsoft or IBM) manufacturer's mainstream support of Customer's hardware, Milsoft may require that specified upgrades to the Customer's hardware or System Components be made as a condition for continued Milsoft subscription or support.

11. LIMITED WARRANTIES.

11.1 ***Software.*** **Upon delivery and continuing through the first thirty (30) calendar days following the Turnover Date, Milsoft warrants exclusively that the Software shall substantially conform to, and perform in substantial accordance with, all applicable Software specifications. Milsoft represents and warrants generally that it owns the Software or that it has the right to license Customer's use of the Software in accordance with the provisions of this Contract. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct any discrepancy in performance that materially impairs the appropriate functionality of the Software; or (ii) to have Milsoft refund the price paid for the licensed use of the Software, provided that Customer must allow Milsoft to de-install the Software within 30 days of Customer's timely notification to Milsoft of the discrepancy. ALL CLAIMS AND REMEDIES ARE LIMITED TO THOSE EXPRESSLY PROVIDED IN THIS CONTRACT.**

11.2 ***Support Services.*** **With respect to services provided under the Support Program or other work, Milsoft warrants exclusively that such services shall be performed in a good and workmanlike fashion. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct such services, or (ii) to have Milsoft refund the price paid for the applicable portion of the services.**

12. DISCLAIMER OF OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. GENERAL LIMITATION OF LIABILITY. THE LIABILITY OF MILSOFT, ITS LICENSORS AND ITS AFFILIATES, IF ANY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED BY MILSOFT, REGARDLESS OF THE LEGAL THEORY OR THE DELIVERY OR NON-DELIVERY OR ALLEGED FAILURE OF ANY PRODUCTS OR SERVICES, SHALL NOT BE GREATER THAN THE FEES ACTUALLY PAID BY CUSTOMER TO MILSOFT HEREUNDER IN CONNECTION WITH THE PRODUCTS OR SERVICES AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED. UNDER NO CIRCUMSTANCES WILL MILSOFT, ITS LICENSORS OR ANY AFFILIATE BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS, COMMITMENTS, BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER, REGARDLESS OF WHETHER SUCH CLAIM HAS ITS BASIS IN ANY THEORY OF CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

14. PAYMENT. Timely payment by Customer to Milsoft at its principal place of business of all sums due hereunder is a material element of this Contract. Unless otherwise specified in Schedule A or by a subsequent agreement of the parties in writing, payment shall be due upon billing and paid within thirty (30) days of invoice. Without limiting Milsoft's other rights and remedies for any failure of Customer to make payment, Milsoft may charge interest on all unpaid sums at the lesser of the rate of 1.5% per month or the maximum contract rate allowed by law. Milsoft has no desire to exceed the maximum amount of interest that may be contracted for, charged or received under applicable law, and any interest paid in excess of said maximum amount shall be credited toward any past due payment or refunded to Customer.

15. TAXES. Unless specified as such, the prices set forth herein do not include any sales, use, excise, ad valorem, property or other taxes applicable to the sale, use, license or delivery of the System Components and any related services supplied hereunder. *It is understood that as a governmental entity, Customer is not subject to or liable for taxation.*

16. FORCE MAJEURE. Neither party shall be deemed in default of any provision of this Contract, or responsible for failures in performance, resulting from any cause beyond its reasonable control, which include, without limitation, acts of God, civil or military authority, civil disturbances, war, fires, or other catastrophes. In the event of any failure or delay resulting from such causes, an equitable adjustment of schedule and any other appropriate terms and conditions shall be agreed upon by the parties.

17. NON-WAIVER. No waiver of any breach or default shall constitute waiver of subsequent breach or default. No failure or delay to exercise any right, power, or privilege under this Contract shall operate as a waiver of such right, power, or privilege; nor shall any single or partial exercise of any right, power, or privilege preclude further exercise of such right, power, or privilege.

18. TERM and TERMINATION. The initial term of Subscription hereunder shall be for the duration of 5 years as stated in Schedule A and may continue in renewal or extension thereof in the time and manner stated therein; in the absence of further written agreement or notice of cancellation or termination, agreement to extend on a month-to-month basis may be inferred so long as Customer continues to pay and Milsoft continues to accept monthly subscription payments. If at any time either party fails to perform a material obligation and does not remedy such failure within thirty (30) days following notice from the non-defaulting party, the non-defaulting party may elect to terminate this Contract by giving notice of termination to the party in default. Termination for default shall in no way prejudice the rights or remedies available to the non-defaulting party as a result of the default nor relieve Customer of its obligation to pay Milsoft for all compliant product provided and services actually rendered up to the date of termination. In the event either party breaches or defaults hereunder to the detriment of the other, in addition to other rights and remedies the party wronged shall be entitled to recover its reasonable attorney's fees and related expenses incurred, including but not limited to court costs incurred at both trial and appellate levels, in the enforcement of this Contract.

19. DISPUTE RESOLUTION. The parties will attempt in good faith to promptly resolve any dispute arising out of this Contract without resorting to litigation. Before any suit for damages may proceed, the parties shall submit to non-binding mediation by an impartial mediator, at a mutually convenient location, with each party bearing its own attorney's fees and expenses. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction. Nothing contained herein, however, shall preclude the parties from first seeking temporary injunctive or other equitable relief in preservation of its rights.

20. GOVERNING LAW; CHOICE OF FORUM. The validity, performance and construction of this Contract shall be governed by the laws of the State of California (without giving effect to principles of conflicts of law). The parties agree that the Uniform Computer Information Transaction Act and the UN Convention on International Sale of Goods do not apply. Any legal claim or action shall be filed in the state and local venue in which Milsoft maintains its principal corporate offices, unless otherwise agreed.

21. SUCCESSORS AND ASSIGNS. This Contract shall inure to the benefit of and be binding upon successors and assigns of the parties; however, Customer may not assign without the consent of Milsoft, which shall not be unreasonably withheld.

22. CONSTRUCTION AND CAPTIONS; PARTIAL INVALIDITY. Captions are for convenience only and shall not be construed to expand or limit any provision hereunder. Should any provision of this Contract be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract.

23. CONTROLLING TERMS, ORDER OF PRECEDENCE. Any terms or conditions appearing on the face or reverse side of any purchase order, preliminary quote, acknowledgment or confirmation that are different from or in addition to those required hereunder shall not be binding upon the parties, even if signed and returned, unless both parties expressly agree in writing to be bound by such. In event of any conflict or inconsistency between the main body of this Contract and the provisions of any schedule or other attachment, the provisions of this Contract shall prevail, except as to the job-specific details of Schedule A, Schedule B or applicable SOW.

24. NOTICE. All notices given under this Contract must be in writing and shall be deemed duly given only upon (a) personal hand delivery; (b) the fourth day following deposit in the United States Mail, postage paid, certified/return receipt requested; (c) delivery by a nationally recognized overnight courier service that obtains signed acknowledgment of receipt; or (d) confirmation of electronic transmission via facsimile or email; using the addresses or numbers shown below or any other address or numbers as either party may designate by ten days prior written notice given in accordance with this provision.

If to Customer:

City of Banning
Attention: Eric Brown, Manager IT
City of Banning
PO Box 998 Banning CA 92223
Facsimile: (951) 849-4573
Email: ebrown@banning

If to Milsoft:

Milsoft Utility Solutions, Inc.
Attn: Adam Turner, CEO of Business Operations
P.O. Box 5726
Abilene, Texas 79608
Facsimile: (325) 690-0338
Email: adam.turner@milsoft.com

25. ENTIRE AGREEMENT; AMENDMENTS; SIGNATURES. The SOW (if any) and all referenced schedules and addenda are integral parts of this Contract as if written verbatim herein. Collectively, this Contract sets forth all authorized and material representations, constitutes the parties' entire agreement and understandings with respect to the subject matter, and supersedes any and all other agreements, proposals and/or representations, subject to Milsoft's Response to Request for Proposal as Accepted (if applicable) which is incorporated herein by reference. No addendum, amendment or modification shall be effective unless in writing and duly executed by authorized representatives of both parties. Signatures may be made and/or delivered by electronic means, and any true, correct and complete copy of this fully signed instrument shall be as enforceable as the original.

IN WITNESS WHEREOF, the parties have signed by their duly authorized representatives as of the dates entered below.

CITY OF BANNING

By: _____
(Signature)

Thomas A. Miller Electric Utility Director
(Name & Title, typed or printed)

Date: May 23, 2022

MILSOFT UTILITY SOLUTIONS, INC.

By: _____
Adam Turner, CEO of Business Operations

Date: _____

TAM
4-11-22

900

MILSOFT®
Utility Solutions

Schedule A

Quote Number:	51167
Date Created:	03-15-2022
Account Manager:	Josh Wolf
E-mail:	josh.wolf@milsoft.com
Phone:	(800) 344-5647
Valid Until:	06-15-2022

Bill To
Tom Miller
Banning, City of
Box 998
Banning, CA, 92220-0007
USA

Account and Utility Billing

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	iXp Hosted Solution Software includes Financial Management System (FMS), Work Management System (WMS), Customer Information System (CIS), eBusiness, Mobile and ePrint. Contract is for five (5) years.	$40,000.00	$40,000.00

Subtotal:	$40,000.00
Total:	$40,000.00

Account and Utility Billing - Subscription

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	iXp Hosted Monthly Subscription Monthly subscription (support included) for Financial Management System (FMS), Work Management System (WMS), Customer Information System (CIS), eBusiness, Mobile, ePrint, and existing integrations. Contract is for five (5) years.	$3,200.00	$3,200.00 ✓
1.00	Texting Configuration The configuration of two-way texting functionality between applicable Milsoft applications with TextPower. Price includes (2) hours phone or web training. Additional telephone or web training is available for $250 per hour. Milsoft Support applicable - see Terms and Conditions.	$7,000.00	$7,000.00
1.00	TextPower Set-up Charges TextPower Set-up Charges: Local Number text-enablement (10DLC) -- One-time registration and verification- $399 -- Interface with Client's email server - $499 -- AlertDispatcher ProTM for 2-way field crew Communication (5 group threads incl. with 10k text mthly bundle) - $750 -- Additional 5-group thread bundles - $59/mo -- Automated List Processing (ALP) allows daily FTP upload from raw CIS file setup/mapping - $799	$2,447.00	$2,447.00
1.00	Texting Subscription Monthly Texting Subscription that includes up to 5,000 texts, billed monthly. Additional texts billed separately at $0.06 per text. Communications Assurance Program (lookup of all phone numbers and loading mobiles into your "opt-in" database) billed at $0.025 per number Opt-In Processing subsequent to initial upload is billed at $0.045 per opt-in number Contract term of five (5) years.	$459.00	$459.00 ✓

Subtotal:	$13,106.00
Total:	$13,106.00

Account and Utility Billing - Services

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	Billing Conversion Conversion of utility customer and billing data.	$35,000.00	$35,000.00
1.00	Project Managment Six (6) weeks of onsite project management expertise if requested. Travel-related expenses are included.	$43,500.00	$43,500.00
1.00	Integration Configuration A Milsoft integration configured for MultiSpeak compatible products. Milsoft Support applicable. Non-MultiSpeak compatible integrations will require an SOW and pricing will be determined.	$12,000.00	$12,000.00

Subtotal:	$90,500.00
Total:	$90,500.00

Account and Utility Billing - Training

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	Initial iXp Training Plan Initial iXp Training Plan includes up to five (5) onsite trips and up to four (4) web training sessions. Includes travel-related expenses.	$50,000.00	$50,000.00

Subtotal:	$50,000.00
Total:	$50,000.00

Grand Total

Subtotal:	$193,606.00
Total:	$193,606.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's forthcoming contract for procurement of the Product, Training, Service and Support Program as described, when applicable, or as an Addendum to Customer/Client's current contract(s) with Milsoft and/or Daffron.

Terms & Conditions – iXp® Hosted Solution with Subscription
Subscription Term

- Five (5) year initial term, commencing upon start of work on the iXp project
- Automatic (1) year renewals after initial term, unless/until cancelled in writing by notice given before the next contract year; renewal pricing may be subject to change.

Payment Terms

- Payment due in USD upon receipt of invoice, to begin when project starts
- Initial fees invoiced upon quote acceptance.
- Subscription fee invoiced monthly at quoted rate.
- Invoicing to begin when work on the project begins

Price Inclusion

- Initial Setup, Testing and Training.
- Subscription includes Support Program.

IMPORTANT! Customer's Hardware and Operating System (OS) Requirements
Customer, before signing below, please check online to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your computers and devices, through the following link to our sharefile: https://www.mymilsoft.com/resources/hardware-requirements

Terms & Conditions - Integration Configuration

Payment Terms

- Payment due upon receipt of invoice
- 75% invoiced after quote acceptance
- 25% invoiced upon delivery of final conversion
- Payment must be in USD

Price Exclusions

- Hardware
- Support Program
  - Annual support at the rate of 20% of the full list price
  - Support invoiced separately upon completed installation

Terms & Conditions - Services

Payment Terms

- Payment due upon receipt of invoice
- 100% invoiced upon quote acceptance
- Payment must be made in USD
- Project management trips must be scheduled three (3) weeks in advance

Terms & Conditions - Training (Initial, Follow-Up)
Payment Terms:

- Payment due upon receipt of invoice
- Payment must be made in USD
- 75% invoiced upon quote acceptance
- 25% invoiced upon training completion or one year from signed quote

Price Exclusion

- Costs incurred as a result of Customer requested changes

Terms & Conditions – Texting Subscription - Powered by TextPower®

Subscription Term

- Initial term of up to five (5) years concurrent with Customer's iXp; commencing when texting functionality is established with the iXp system or other Milsoft components.
- Automatic (1) year renewals after initial term, unless/until canceled in writing by notice given before the next contract year; renewal pricing may be subject to change.

Payment Terms

- Payment due in USD upon receipt of invoice.
- Configuration & Setup fee and first month covered by initial invoice, billed upon quote acceptance.
- Subscription fee invoiced monthly at quoted rate, after go-live for texting.
- Text fees apply as incurred (in excess of bundled monthly max), at quoted rate, in next monthly invoice.
- Communications Assurance Program (lookup of all phone numbers and loading mobiles into your "opt-in" database) billed at $0.025 per number.
- Opt-In Processing subsequent to initial upload is billed at$0.045 per opt-in number.
- Billing for all TextPower fees and charges will be handled by Milsoft, via Milsoft invoices, within quoted rates.

Price Inclusion

- Initial Setup and Testing.
- Number of texts per month as quoted, up to monthly max, within subscription fee.
- Subscription includes Support Program.

Price Exclusion

- Carrier surcharges, if any.

Account Name: City of Banning, CA

Accepted By: [signature]

Printed Name: Tom Miller

Date: 4-28-22

PO# (if applicable): Resolution 2022-46

TAM 4-11-2

MILSOFT® Utility Solutions

Schedule A

Quote Number:	51216
Date Created:	04-04-2022
Account Manager:	Josh Wolf
E-mail:	josh.wolf@milsoft.com
Phone:	(800) 344-5647
Valid Until:	06-15-2022

Bill To
Tom Miller
Banning, City of
Box 998
Banning, CA, 92220-0007
USA

Outage Management - Subscription

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	OMS Subscription w/ OMS Test System Monthly subscription of Milsoft DisSPatch® OMS. Includes Enhanced Crew Management and a Milsoft DisSPatch® Test System. 5-year contract. * Optimal performance contingent upon hardware specification adherence.	$1,368.00	$1,368.00
1.00	Milsoft Customer Outage Alerts Subscription Milsoft's Customer Outage Alerts Subscription provides email, text* and voice** notifications to external customers based on parameters set by the Milsoft customer. Notifications can be configured to send automatically or manually, based on outage criteria from Milsoft DisSPatch®. Two (2) hours Web training included, with add'l training available for $250/hour. Requires Milsoft Texting integration. The monthly price of $225 includes Milsoft Support - see Terms and Conditions. * Texting requires a 3rd party gateway (i.e., TextPower) provider to ensure compliance with all FCC, FTC, CTIA, and MMA regulations (sold separately)**Voice notifications require Milsoft IVR (hosted or on-site).	$225.00	$225.00

Subtotal:	$1,593.00
Total:	$1,593.00

Milsoft Communications - Subscription

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	Hosted IVR Monthly Subscription Monthly supported Subscription for dedicated IVR system. Contract term is five (5) years. Call charges billed at $0.05 per minute.	$2,000.00	$2,000.00
1.00	Milsoft Personnel Notification Subscription A monthly subscription of Milsoft Personnel Notification. Milsoft Support included.	$225.00	$225.00

Subtotal:	$2,225.00
Total:	$2,225.00

Services

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	IVR Hosted System A dedicated hosted IVR system to include Caller ID, Second Language, Text-to-Speech, Voice Recognition, Milsoft Outage Call Handling and Milsoft TeleLink Suite. Training included.	$15,000.00	$15,000.00
1.00	Database Conversion A database conversion process. Includes a customer migration application. Milsoft Support applicable.	$25,000.00	$25,000.00

Subtotal:	$40,000.00
Total:	$40,000.00

Training - OMS/IVR

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	Initial OMS Setup / Training Includes: three (3) days of initial on-site OMS training, software installation and configuration, and all travel-related expenses. Recommended, but not included: two (2) days of follow-up training, 90-180 days after implementation. Milsoft Support not applicable.	$15,000.00	$15,000.00
1.00	Training OMS 2 Day On-site: Follow Up Two (2) days of onsite OMS training and all related travel expenses. Curriculum chosen by Customer.	$8,000.00	$8,000.00

Subtotal:	$23,000.00
Total:	$23,000.00

Grand Total

Subtotal:	$66,818.00
Total:	$66,818.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an Addendum to Customer/Client's current contract(s) with Milsoft.

Terms & Conditions – DisSPatch OMS Subscription with Test System

Payment Terms

- Payment due upon receipt of invoice
- Subscription invoiced monthly
- Payment must be in USD
- To begin invoicing when the project starts

Subscription Term

- Subscription invoiced upon installation
- Five (5) year initial term
- Automatic (5) year renewals after initial term, unless/until canceled in writing by notice given before the next contract year; renewal pricing may be subject to change

Terms & Conditions –Milsoft Customer Outage Alerts™

Payment Terms

- Payment due upon receipt of invoice, to begin when project starts
- 100% invoiced upon quote acceptance
- Payment must be in USD

Price Exclusion

- Gateway Provider sold separately (by 3rd Party)
- Milsoft IVR and/or DisSPatch sold separately (by Milsoft)
- Support Program
    - Annual support at the rate of 20% of the retail price
    - Annual support invoiced separately upon install

Terms & Conditions – Subscription - Milsoft Personnel Notification
Payment Terms

- Payment due upon receipt of invoice, to begin when project starts
- Subscription invoiced monthly
- Payment must be in USD

Subscription Term

- Subscription invoiced upon installation
- Five (5) year initial term
- Automatic (5) year renewals after initial term, unless/until canceled in writing by notice given before the next contract year; renewal pricing may be subject to change

Terms and Conditions - Interactive Voice Response - Hosted System
Payment Terms

- Payment due upon receipt of invoice
- 100% of Hosted System Setup invoiced upon quote acceptance
- Invoicing to begin when project starts

Price Inclusion

- Support Program

Price Exclusion

- Fee ($10,000) to audit and gain compliance for a non-approved payment gateway

Subscription Terms

- Five (5) year initial term, invoiced monthly
- Automatic (1) year renewals after initial term, unless/until canceled in writing by notice given before the next contract year, renewal pricing may be subject to change
- Call Charges billed monthly at $0.05 per minute

Terms & Conditions - Training (Initial, Follow-Up)

Payment Terms:

- Payment due upon receipt of invoice
- Payment must be made in USD
- 75% invoiced upon quote acceptance
- 25% invoiced upon training completion or one year from signed quote

Price Exclusion

- Costs incurred as a result of Customer requested changes

Account Name: City of Banning, CA

Accepted By: Tom C. Miller

Printed Name: Tom Miller

Date: 4-29-22

PO# (if applicable): Resolution 2022-46

November 20, 2024

Milsoft Utility Solutions, Inc.
Attn: Adam Turner, CEO of Business Operations
P.O. Box 5726
Abilene, Texas 79608
Facsimile: (325) 690-0338
Email: adam.turner@milsoft.com

Re: Notice of Default under and Intent to Terminate Milsoft Contract for Software License Support, with iXp® and TextPower® Subscriptions between the City of Banning and Milsoft Utility Solutions, Inc.

Dear Mr. Turner:

The City of Banning ("City") and Milsoft Utility Solutions, Inc. ("Milsoft") entered into the above referenced Contract dated and effective May 23, 2022 ("Contract").

Pursuant to Section 18 of the Contract, I am writing to provide you with notice of Milsoft's failure to perform its material obligations under Section(s) 3, 4, and 11 of the Contract.

Section 3 of the Contract provides that "the Parties shall in good faith mutually develop and agree upon a Statement of Work ("SOW") to describe and set forth with particularity the essential scope of work, technical specifics, period of performance, schedules/milestones, acceptance criteria, change orders and other requirements unique to the project." Milsoft has failed to establish accounting structures required by the City for transactions that occur in funds outside of Electric, Water, and Wastewater operation funds, such as Public Benefits, Utility Billing, and General Funds. Therefore Milsoft has failed to perform a material obligation under Section 3 of the Contract.

Section 4 of the Contract provides that "The turnover Date shall be the date, after completion of installation and testing, upon which Milsoft turns over the System to Customer for fully operational use." Milsoft has failed to provide a fully operational system and has failed to provide City the toolkit to perform necessary corrections. Therefore Milsoft has failed to perform a material obligation under Section 4 of the Contract.

Section 11 of the Contract provides that "Upon delivery and continuing through the first thirty (30) calendar days following the Turnover Date, Milsoft warrants exclusively that the Software shall substantially conform to, and perform in substantial accordance with, all applicable Software specifications. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct any discrepancy in performance that materially impairs the appropriate functionality of the Software; or (ii) to have Milsoft refund the price paid for the licensed use of the Software, provided that Customer must allow Milsoft to de-install the software within 30 days of Customer's timely notification of the discrepancy." Milsoft has failed to provide a system that works within the first thirty (30) days of implementation. Therefore Milsoft has failed to perform a material obligation under Section 11 of the Contract.

The City would like to request that Milsoft honor section 11.1 (ii) and have Milsoft refund the price paid for the licensed use of the Software, provided that Customer must allow Milsoft to de-install the software within 30 days of Customer's timely notification of the discrepancy.

If Milsoft will not honor the City request above and fails to remedy all of the defaults specified above within thirty (30) days following receipt of this notice per Section 24 of the contract, the City also hereby provides you notice of the City's intent to terminate the Contract effective December 31, 2024, pursuant to Section 18 of the Contract.

Sincerely,

Doug Schulze
City Manager, City of Banning

Attachment(s)

Milsoft Contract for Software License and Support, with iXp and TextPower Subscription
Quote 51167
Quote 51216